



CHAPTER viii.

An Act to consolidate the Acts relating to the Railway A.D. 1892.
Passengers Assurance Company and to make new pro-
visions for the Government of the Company and the
Management of its Affairs and for other purposes.

[20th May 1892.]

WHEREAS the Railway Passengers Assurance Company (herein-
after called "the Company") was formed by a deed of
settlement dated the seventeenth day of March one thousand eight
hundred and forty-nine with a capital of one million pounds
divided into twenty thousand shares of fifty pounds each for the
purpose of insuring to persons travelling by railway compensation
for personal injury or loss of life consequent upon or incident to
railway conveyance whether caused by accident or negligence
otherwise than wilful:

And whereas the Company was shortly afterwards incorporated
pursuant to the provisions of the Acts then in force for the registra-
tion incorporation and regulation of joint stock companies and is
now registered under the provisions of the Companies Act 1862:

And whereas the said deed of settlement of the seventeenth day
of March one thousand eight hundred and forty-nine has been
altered and added to by two subsequent deeds executed respectively
in the year one thousand eight hundred and fifty-one and in the
year one thousand eight hundred and sixty-six:

And whereas by an Act passed in the twelfth and thirteenth years
of the reign of Her present Majesty intituled "An Act to confer
certain powers on the Railway Passengers Assurance Company"
(hereinafter called "the Act of 1849") it was provided that in lieu
of the stamp duties payable on the insurance tickets issued by the
Company the sum of five pounds should be paid by the Company
for every one hundred pounds received by them in respect of such
tickets and certain other provisions were made respecting the
Company which have since been repealed:

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And whereas by the Railway Passengers Assurance Company's Act 1852 (hereinafter called "the Act of 1852") the Company was empowered to insure compensation to any person or his legal personal representatives for or on account of any injury caused by any accident of any description whatever and to issue insurance tickets either under agreement with railway companies or otherwise and other provisions were made respecting contracts of insurance by the Company which have since been wholly or in part superseded by subsequent enactments :

And whereas by the Railway Passengers Assurance Company's Act 1864 (hereinafter called "the Act of 1864") the Company was empowered to insure compensation for loss of life or for personal injury to persons travelling by railway by reason of accident to the train by which the persons be travelling and to insure compensation to any persons or their legal personal representatives for loss of life or for personal injury caused by any accident of any other description whatever and provisions were made respecting the contract to be implied with the Company on their insurance tickets and respecting the recovery of compensation from the Company and the reference of disputes to arbitration :

And whereas by the Railway Passengers Assurance Act 1875 (hereinafter called "the Act of 1875") power was given to the Company to subdivide the shares of the Company so that the capital of the Company should consist of one million pounds divided into one hundred thousand shares of ten pounds each and that power was exercised in the year one thousand eight hundred and seventy-five :

And whereas by the Railway Passengers Assurance Act 1881 (hereinafter called "the Act of 1881") power was given to the Company to carry on the business of the insurance of employers of labour from liability to compensation for loss of life or personal injury caused by accident to persons in their employment and such other business of the like nature as is in that Act mentioned :

And whereas it is expedient to repeal the recited Acts and to consolidate their provisions (with amendments) in one Act and also to empower the directors (subject as in this Act mentioned) to repeal the recited deeds of settlement and to make new regulations for the government of the Company and the management of its business :

And whereas it is expedient to empower the Company to take over the business and fulfil the contracts of other companies transacting business similar to that of the Company :

And whereas it is expedient to empower the Company to appoint agents and to provide for the issue of policies and for the transaction of business beyond the limits of the United Kingdom: A.D. 1892.

And whereas it is expedient to make such other provisions as this Act contains:

And whereas the objects of this Act cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

1. This Act may be cited as the Railway Passengers Assurance (Consolidation) Act 1892. Short title.

2. In this Act (including the schedules)—

The word "ticket" includes coupon and any similar instrument of insurance: Definitions.

The word "existing" means existing immediately before the passing of this Act:

The expression "accident to the train coach boat or other conveyance" means ~~exclusively some injury or accident to the~~ railway train or railway carriage or to the coach boat or other conveyance in and by which the person insured is travelling:

The word "accident" means accident whereby death or personal injury is occasioned and shall be applicable only so far as death or personal injury results directly from and is caused by the accident only and shall not include accident which is the result of disease of any kind:

The expression "total disablement" means absolute disability to attend to the injured person's ordinary avocation or business and does not include cases where the injured person is able to attend to any part thereof:

The word "employer" and the word "person" include respectively a body of persons whether corporate or not corporate.

3. The recited Acts of 1849, 1852, 1864, 1875, and 1881, are hereby repealed. Repeal of Acts.

4. It shall be lawful for the directors with the sanction of a special resolution as defined by the Companies Act 1862 of the Company passed and confirmed in manner provided by the Companies Act 1862 to repeal the recited deeds of settlement of 1849, 1851, and 1866, and to adopt new regulations for the government of the Company and the management of its business: Power to repeal existing deeds and to adopt new regulations.

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Provided always that the new regulations to be made as aforesaid shall not be inconsistent with the provisions of this Act and shall be subject to repeal alteration and addition by special resolution of the Company.

Continuance
of Company
subject to
Act.

5. Notwithstanding such repeal as aforesaid the Company shall continue to exist by its present name of the Railway Passengers Assurance Company and to be registered under the Companies Act 1862 with such constitution objects and powers as are contained in this Act and subject to such regulations for its government and the management of its business as are or shall be contained in this Act or in the new regulations to be made as aforesaid or as the same may be from time to time lawfully altered and (subject as aforesaid) the existing members of the Company shall be members of the Company and the existing directors shall be the directors of the Company and the Company and any trustee or trustees on its behalf shall hold and be entitled to enjoy and recover all property of every description (including things in action) which immediately before the date of such repeal as aforesaid belonged to or was vested in the Company or to or in any trustee or trustees on its behalf or to which the Company or any trustee or trustees on its behalf was or were entitled.

Saving for
policy
holders.

6. Notwithstanding such repeal as aforesaid or any other provisions of this Act or any such new regulations as aforesaid all existing contracts of insurance by the Company shall entitle the persons insured to the same security rights and remedies against the Company in respect of such contracts as they would have had if this Act had not been passed.

Saving for
assurances
actions &c.

7. Notwithstanding such repeal as aforesaid or any other provisions of this Act—

(A) All agreements assurances awards bonds contracts deeds mortgages securities and other acts and things made entered into executed or done by or with the Company or any person or persons on its behalf and in force at the date of such repeal as aforesaid shall be as valid and effectual to all intents in favour of against and with reference to the Company as if this Act had not been passed:

(B) Any action arbitration or other proceeding or cause of proceeding pending or existing at the date of such repeal as aforesaid by with against or in favour of the Company or any person or persons on its behalf shall not abate or be prejudicially affected by the passing of this Act but on the contrary may be continued or enforced and carried on by with against or in favour of the Company as if this Act had not been passed:

(c) All books and documents of or concerning the Company which if this Act had not been passed would have been admitted in evidence shall be admitted in evidence as if this Act had not been passed. A.D. 1892.

8.—(1) The capital of the Company shall be one million pounds divided into one hundred thousand shares of ten pounds each. Amount of capital and division into shares.

(2) Every person who at the time of the passing of this Act is a shareholder in the Company shall hold his shares subject to the provisions of this Act.

9. The business of the Company shall be— Business of Company.

(i) The insurance of compensation to any person or persons for loss of life or for personal injury to persons travelling by railway coach boat or other conveyance by reason of accident to the train coach boat or other conveyance by which the persons are travelling :

(ii) The insurance of compensation to any person or persons for loss of life or for personal injury caused by any accident of any other description whatever : and

(iii) In particular insurances of employers and others as follows (that is to say) :—

(A) The insurance of any employer against liability for compensation in respect of accidents to any one or more of the persons employed by him whether such liability arises under Act of Parliament or otherwise ;

(B) The insurance of any employer or other person from liability for compensation in respect of accidents of any kind to any particular person or number of persons whether in the employment of the person insured or not.

10. The Company may acquire and take over all or any of the assets liabilities and business of any insurance company transacting business similar to that of the Company for such consideration and on such terms and conditions as may be agreed and may renew and fulfil all or any of the contracts and engagements and satisfy all or any of the liabilities of any company whose business or part of whose business has been acquired by the Company including the contracts engagements and liabilities (if any) of such company relating to guarantee or indemnity business Provided that the business of any such insurance company shall not be acquired without a special resolution of the Company. Power to take over business of other similar companies.

11. The Company may carry on their business beyond the limits of the United Kingdom and for that purpose may appoint any person firm or company to act as agents or as a local board or committee abroad with such powers and authorities for promoting Power to do business abroad.

A.D. 1892.

and carrying on the business of the Company as the Company may define and may from time to time revoke any appointment so made and in particular the Company may by power of attorney authorize any such person firm or company to accept risks and to enter into and issue contracts of insurance within the scope of the Company's business beyond the limits of the United Kingdom which shall be valid and effective against the Company and to settle claims or bring or defend proceedings by or against the Company and generally to represent the Company subject in all cases to any restrictions which may be imposed by the Company.

Company
not to insure
children.

12. The Company shall not insure any person under the age of twelve years and any contract of insurance obtained by or on behalf of any such person shall be void against the Company.

Form &c. of
contracts of
insurance.

13. For the purpose of their business the Company may enter into contracts of insurance in such form and (subject to the provisions of this Act) on such conditions as the Company think fit and such contracts may be issued in such manner as the Company from time to time determine. Provided that contracts of insurance sought to be enforced abroad shall be subject only to such provisions of this Act as are enforceable by the law of the state or country where such contracts are sought to be enforced.

Amounts
insurable and
premiums
under con-
tracts.

14. The Company may fix the amounts to be insured by any contract of insurance and the premiums to be paid for such insurance and may vary the amounts and premiums as they think fit but not so as to affect any contract then existing.

Insurance
tickets for
particular
journeys.

15.—(1) The Company may enter into contracts of insurance with persons in respect of particular journeys by railway coach boat or other conveyance by means of the issue of insurance tickets for particular journeys.

(2) Such insurance tickets shall be held to be a valid execution on the part of the Company of the contract set out in the First Schedule to this Act and no other matter or thing shall be required to be done by the Company in order to legally bind the Company to the due performance thereof.

Arrange-
ments for
issue of
insurance
tickets for
particular
journeys.

16. With respect to the issue of insurance tickets for particular journeys the following provisions shall have effect:—

(1) The Company on the one hand and any railway or other company or person on the other hand shall have power to enter into any contract—

(A) As to the marking of any tickets issued by the railway or other company or person for their own traffic or otherwise with such marks as the Company may deem

necessary for the purpose of showing them to be insurance tickets and for the purpose of limiting the operation of the tickets to particular journeys ;

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(B) As to the issue and marking by the railway or other company or person with such marks as aforesaid of any tickets which may be furnished by the Company to the railway or other company or person for that purpose ;

(c) As to the collection by the railway or other company or person or by the Company of the premiums payable to the Company on such tickets ;

(D) As to any other matter which may be necessary or proper for the issue of such tickets :

(2) Any tickets issued by a railway or other company or person at their or his offices in pursuance of such contract shall be binding on the Company :

(3) Where the Company and a railway or other company or person do not enter into such contracts as aforesaid the Company may establish any office for the purpose of marking such tickets and issue them on payment of the required premiums and may do everything at that office necessary or proper for these purposes :

(4) A ticket so marked and issued by the Company at any such office shall be good and sufficient evidence of the payment by the bonâ fide holder thereof of the required premium of insurance.

17. The Company shall not be bound to notice or be affected by any notice of any trust charge lien assignment or other dealing with or relating to any contract ticket or other instrument of insurance but the receipt of the insured or of his legal personal representatives shall in all cases be an effectual discharge to the Company.

Company
not affected
by notice
of trust.

18.—(1) Contracts of insurance made by insurance tickets for particular journeys under this Act shall not be liable to stamp duty but in lieu thereof there shall be paid by the Company for the use of Her Majesty a duty at the rate of five pounds for every hundred pounds received by the Company in respect of such tickets issued in the United Kingdom and such duty shall for all purposes be a stamp duty.

Composition
for stamp
duty on
tickets.

(2) The Company shall within twenty days of the fifth day of April and the fifth day of July the tenth day of October and the fifth day of January in every year deliver to the Commissioners of Inland Revenue a true account of all such insurance tickets issued by the Company or by any other company or person under the authority of this Act in the United Kingdom during the quarter of

A.D. 1892. — a year ending on any of the said days next preceding the day on which the account is to be delivered and of all sums of money received in respect of such tickets and not previously accounted for.

(3) Such accounts shall (if required by the commissioners) be verified by statutory declaration of the secretary or accountant of the Company or of some person appointed by the Company and approved by the commissioners and the declaration may be made before any commissioner or before any other person authorized by the commissioners to take such declarations.

(4) On the delivery of any such account the Company shall pay to the general account of the commissioners at the Bank of England or as they shall direct the duty payable in respect of the quarter for which the account is delivered.

(5) The Company shall if required by the commissioners give and maintain security for rendering the accounts as aforesaid and paying the duty payable from time to time by the Company. The security shall be by way of bond to Her Majesty in such sum as the commissioners think fit and shall be renewed from time to time as the commissioners require :

If the Company refuse or neglect to give or renew the security they shall forfeit a sum not exceeding one hundred pounds and a further sum not exceeding fifty pounds for every day during which the refusal or neglect is continued.

(6) The Commissioners may by any officer authorized by them in that behalf examine at all reasonable times the books of the Company and of any other company issuing such tickets under the authority of the Company in the United Kingdom so far as they relate to the issue of such tickets or the money received in respect of the same and may take copies thereof or extracts therefrom.

(7) If any clerk or officer of any such company or any person having or keeping the custody of any such book or having the power to produce the same shall on the demand of any authorized officer of the commissioners and on his showing his authority refuse to produce such book or to permit him to inspect and examine the same or take copies or extracts thereof or shall in any way hinder him in the inspection or examination of the same that clerk officer or person shall be liable to a penalty of fifty pounds.

Tickets not transferable.

19.—(1) No insurance ticket for a particular journey shall be transferable.

(2) Any person who transfers or passes any insurance ticket for a particular journey to any person injured or to the body of any person who is killed with the intent of defrauding the Company shall be guilty of a misdemeanour and the ticket shall be void.

20.—(1) No person shall unless with the printed or written sanction of the Company be entitled to hold more than one insurance ticket for a particular journey by railway coach boat or other conveyance. A.D. 1892.
Holding of tickets.

(2) The person in possession of any such insurance ticket shall be deemed to be the bonâ fide holder thereof in the absence of evidence to the contrary.

21. The bonâ fide holder of an insurance ticket for a particular journey or his legal personal representatives may in the event of personal injury or loss of life happening to such holder by reason of some accident to the train coach boat or other conveyance during the particular journey for which the ticket was issued recover on the contract set out in the First Schedule to this Act as fully as if such contract had been executed by the Company and delivered to the holder on the issue of the ticket. Recovery of compensation by holder of ticket or representatives.

22. (1) The Company shall cause to be posted up at all places in the United Kingdom where insurance tickets for particular journeys are issued by or under the authority of the Company so as to be easily read placards containing in large and legible type notice of the following matters namely :— Notices respecting insurances by ticket.

(A) The premiums to be paid for such tickets :

(B) The provisions of this Act relating to—

(i) The taking by one person of one insurance ticket only for a particular journey ;

(ii) The periods limited for giving notice to the Company of the occurrence of any injury or death and the place where such notice is to be given ;

(iii) The reference to arbitration of disputes as to the liability of the Company or as to the amount of compensation or otherwise if either the Company or the person insured or the legal personal representatives of such person require a reference to arbitration under this Act.

(2) The Company shall also give notice on every such ticket that the ticket only covers injury caused by accident to the train coach boat or other conveyance by which the person insured travels.

(3) The Company shall renew the placards posted up as aforesaid when they are defaced damaged removed or have become illegible.

(4) Any person who wilfully defaces damages or removes any such placard shall be liable to a penalty not exceeding five pounds which shall be recoverable by and payable to the Company.

(5) If the Company issue insurance tickets for particular journeys at any place in the United Kingdom in which through their wilful default the provisions of this section are not complied with they

A.D. 1892. shall for every such default forfeit not exceeding fifty pounds to such hospital situate in the county where the default happens as the person suing for the penalty may choose.

Notices in cases of personal injury or death.

23.—(1) In case of personal injury to any person in the United Kingdom with whom a contract of insurance has been made by the Company either by way of insurance ticket or otherwise written notice of such injury and of the nature thereof shall be left at or sent to the office of the Company in London within fourteen days of the accident through which the injury has occurred and in case of death from the injury written notice also of the death shall unless reasonable cause is shown be so given before interment and in any case within one month after the occurrence of the death.

(2) Together with the notice in either case shall be sent a statement of the Christian name surname occupation and address of the person injured or dead.

(3) In case such notice or notices together with the statement is not or are not so given or sent the person injured or the legal personal representatives of the person injured as the case may be shall have no claim on the Company in respect of the injury or death.

Examination by Company of persons injured.

24.—(1) Where death does not result from the personal injury the person injured shall at any time or times after the occurrence of the injury and at the request of the Company submit to be examined by the medical officer of the Company and shall give such information to the Company as they may reasonably require in order to ascertain the nature extent and cause of the injury.

(2) The examination shall at the option of the person injured be either at the office of the Company at the address given by the person injured or at a convenient place to be agreed by the Company and the person injured.

Examination of body in case of death.

25. Where it is alleged that death resulted from the personal injury the Company may cause the body to be examined by their medical officer at any time before interment.

Offer of compensation by Company where injury not fatal.

26. Where death does not result from the personal injury the Company within thirty days after having received the notice aforesaid or if they have required further information in order to ascertain the nature extent or cause of the injury within thirty days after they have received such further information shall offer to the person injured such amount of compensation as they shall think just and reasonable by letter sent to the address given in the statement to be sent with the notice of injury.

27.—(1) If the person injured does not dissent from the offer of compensation by a notice in writing under his hand or under the hand of his agent and left at or sent to the office of the Company in London within three months after the offer of compensation is so made then he shall be taken to have agreed to the same and on payment to him by the Company of the sum so offered within four months after giving the notice of compensation he shall have no further claim against the Company in respect of the injury.

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Provision
where offer
not dissented
from.

(2) Notice setting out this provision in full shall be sent by the Company to the address of the person injured together with the offer of compensation.

28. If the person injured dissents in manner aforesaid from the offer of compensation made by the Company or if the Company fail so to offer compensation or if there be any question or difference as to the liability of the Company to make compensation to any person insured or his legal personal representatives or as to the amount of the compensation to be made or if there be any other question relating to any contract of insurance entered into or renewed by the Company or to the incidents or consequences thereof or any claim arising thereon the question or difference shall if either the Company or the person insured or his legal personal representatives require it and as a condition precedent to the enforcing of any claim to which the question or difference relates be referred to arbitration under this Act and the rules for arbitration contained in the Second Schedule shall apply for that purpose.

Reference to
arbitration.

29. If any person injured or his legal personal representatives shall commence any action or other proceeding in any court against the Company in respect of any of the matters which are referable to arbitration under the provisions of this Act the court in which the action or other proceeding is brought or a judge thereof on application by the Company after appearance and before pleadings or taking any other steps in the proceedings upon being satisfied that no sufficient reason exists why the matters cannot be or ought not to be referred to arbitration and that the Company were at the time of commencing the action or other proceeding and still are ready and willing to concur in all acts necessary and proper for causing the matters to be decided by arbitration may make an order staying all proceedings on such terms as to costs and otherwise as to the court or judge seem fit.

Stay of
proceedings
brought
contrary to
Act.

30.—(1) The Company may by one or more instruments—

(A) Insure any employer or other person against liability for compensation in respect of any accident to any one or more of any number or class of workmen or other persons;

Provisions as
to employers
and other
insurances.

A.D. 1892.

(B) Insure any number or class of persons against accident to any one or more of their number or class Provided that any such insurance shall enure solely for the benefit of the person or persons killed or injured or their legal personal representatives.

(2) In such cases the number or class of workmen or other persons may be described or limited either by their aggregate number or by a description of their occupation or employment or by the amount of their wages or in such other way as circumstances require.

(3) Where any employer or other person is insured from liability for compensation in respect of accident to any workmen or other persons it shall not be necessary for the claim to compensation to be established at law in order to entitle the person insured to recover compensation from the Company provided that the Company do not dispute the liability of the insured to pay compensation but no compromise between the person insured and the person entitled to compensation shall be binding on the Company unless the Company have been party to or having had notice have acquiesced in such compromise.

(4) Where the number or class of workmen or other persons insured is described or limited by aggregate number or by the amount of their wages the Company shall not be bound to pay compensation if the aggregate number or the amount of wages specified was exceeded at the time of the accident and shall be entitled to require reasonable proof that the number or amount was not so exceeded subject nevertheless to any special provision in the contract of insurance for payment of the sum insured or any part or proportion thereof under such circumstances as aforesaid.

(5) Where any person other than the legal personal representatives of the deceased is under any contract of insurance entitled to compensation on account of death through accident that person shall in the construction of the provisions of this Act with respect to recovery of compensation be in the same position and have and be subject to the same rights duties and liabilities as the legal personal representatives in other cases.

Compen-
sation under
Act not to
affect any
other right
to compen-
sation.

31. No contract of the Company nor any compensation received or recoverable by virtue of any such contract either under this Act or otherwise shall prejudice or affect any right or action claim or demand which any person or his legal personal representatives may have against any other company or any person either at common law or by virtue of any Act of Parliament for the injury whether

fatal or otherwise in respect of which the compensation is received or recoverable. A.D. 1892.

32. All penalties under this Act may be recovered in a summary manner. Recovery of penalties.

33. A printed copy of this Act shall be deposited by the Company with the registrar of joint stock companies who shall receive and file the same and if such copy shall not be delivered to the registrar within three months from the passing of this Act the Company shall incur a penalty not exceeding ten pounds for every day after the expiration of the said three months during which the Company shall omit to deliver the said copy and every director and manager of the Company who shall knowingly and wilfully authorise or permit such default shall incur the like penalty and every penalty under this section shall be recoverable at the suit of the Crown and not otherwise. Act to be registered.

34. All costs charges and expenses of and incident to preparing and obtaining this Act or otherwise in relation thereto shall be paid by the Company. Costs of Act.

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SCHEDULES.FIRST SCHEDULE.

CONTRACT OF INSURANCE.

(Particular Journey.)

The Railway Passengers Assurance Company empowered by the Railway Passengers Assurance (Consolidation) Act 1892.

Know all men by these presents that if any person above the age of twelve years about to travel by railway coach boat or other conveyance shall on payment of the premium of insurance demanded by the Company in respect thereof duly obtain an insurance ticket for a particular journey issued by the Company or by any company or person authorized in that behalf by the Company the Company hereby agree in consideration of the payment of that premium with that person as follows (that is to say) If the person shall during the particular journey for which the insurance is effected while travelling in any railway passenger carriage or in any coach boat or other conveyance of the class or description (if any) designated by the insurance ticket sustain any personal injury whatever caused by an accident to the train coach boat or other conveyance within the meaning of the foregoing Act and if the person die from the effect of the injury within three calendar months after the occurrence of the accident then the Company will pay to the executors or administrators of the person within one calendar month after satisfactory proof of the death is furnished to the directors of the Company the whole sum expressed in the ticket and if the person sustain any personal injury caused as aforesaid which shall not be fatal then the Company will pay to the person after satisfactory proof of the injury is given to the directors such sum or sums as shall be due in accordance with the terms set forth in the ticket of insurance.

Provided that in cases of personal injuries which are not fatal compensation shall not be payable by the Company unless the insured is totally or partially disabled from attending to his or her ordinary occupation or business.

Provided that in every case of compensation for disablement the compensation shall be paid in one sum to be ascertained by computation of the actual or probable period of disablement as shall be agreed between the person insured and the Company or in default of such agreement then by arbitration in the manner provided by the foregoing Act.

Provided that in no case whatsoever shall the Company be liable to pay compensation for disablement for a period exceeding twenty-six consecutive weeks from the time of the accident.

Provided that in case the Company shall before the death of the person injured have paid any sum of money to him or her as and by way of compensation for disablement the sum of money so paid may in case of his or her death after

the payment and within three months after the occurring of the injury be deducted by the Company from the sum of money hereby otherwise agreed to be paid by them in the event of the death. A.D. 1892.

Provided that the Company shall in no case be liable to pay to the holder of any ticket or other instrument of insurance or to his executors or administrators any sum of money in respect of any injury caused by the negligence or wilful act of the holder.

Provided that if in any claim for payment of money hereunder or in any statement or declaration made in support of the claim or in the information furnished to the Company in respect thereof there be any false or fraudulent representation misstatement suppression or concealment then the ticket or other instrument of insurance in respect of which the claim is made and the Company's contract in respect thereof shall be absolutely void and all moneys paid by the Company in respect thereof may be recovered back again by the Company as money had and received to the use of the Company.

Provided that the capital stock and other the stocks funds and securities and property of the Company which at the time of any claim or demand being made upon or by virtue of any insurance ticket for a particular journey shall remain unapplied and undisposed of in pursuance of the Act or Acts of Parliament and Regulations of the Company for the time being in force shall alone be liable to make good any claim or demand in respect of such insurance ticket and that no director or other shareholder of the Company his heirs executors or administrators shall be in anywise individually liable or subject to any claim or demand against the Company beyond the amount of the unpaid part of his particular share or shares in the said capital stock.

In witness, &c.

SECOND SCHEDULE.

RULES FOR ARBITRATION.

1.—(1) Where the question or difference to be referred be solely as to the amount of compensation not exceeding two hundred pounds and in all other cases where both parties concur in the reference the question or difference shall be referred to a single arbitrator to be agreed on by the Company and the person injured or his legal personal representatives. Reference to single arbitrator.

(2) Failing such agreement any master of the High Court shall on the request of the parties or either of them appoint an impartial and competent arbitrator to determine the question in difference.

(3) Where a single arbitrator so appointed dies or becomes incapable or refuses or neglects to act before he makes his award the matter referred to him shall be determined by arbitration under these rules in the same manner as if no arbitrator had been appointed.

2.—(1) Where the question or difference is not to be referred to a single arbitrator under this Act either party to the question or difference on the Reference to two arbitrators.

A.D. 1892. request of the other party shall by writing appoint an arbitrator to whom the question or difference shall be referred.

(2) If for thirty days after the question or difference has arisen and after a request in writing is served by the one party on the other party to appoint an arbitrator the party requested fail to appoint an arbitrator then the party requesting having himself appointed an arbitrator may appoint that arbitrator to act on behalf of both parties.

(3) If before the matters so referred be determined any arbitrator appointed by either party die or become incapable or refuse or for seven days neglect to act as arbitrator the party by whom that arbitrator was appointed may appoint in writing some other person to act in his place and if for seven days after notice in writing from the other party for that purpose he fail to do so the remaining or other arbitrator may proceed ex parte and every arbitrator so substituted shall have the same powers and authorities as were vested in the former arbitrator at the time of his death incapacity refusal or neglect.

Power of
arbitrator to
determine
matters.

3. Any arbitrator or arbitrators appointed under these rules may hear and determine the question or difference referred.

Appointment
not revocable.

4. Where any appointment of an arbitrator is made the party making the appointment shall have no power to revoke the appointment without the previous consent in writing of the other party.

Appointment
of umpire.

5.—(1) Where more than one arbitrator is appointed the arbitrators shall before they enter upon the matters referred to them appoint by writing under their hands an impartial and competent person to be their umpire to decide on any matters on which they fail to agree.

(2) If the umpire shall die or become incapable or refuse or for seven days neglect to act they shall forthwith after his death incapacity refusal or neglect appoint another impartial and competent person to be their umpire in his place.

(3) If in either case the arbitrators for seven days after request of either party to the arbitration neglect to appoint an umpire a master of the High Court on the application of the parties to the arbitration shall appoint an impartial and competent person to be the umpire.

(4) On any reference under these rules the umpire shall sit with the arbitrators.

Reference to
umpire.

6. If where more than one arbitrator is appointed and where neither of them dies or becomes incapable or refuses or neglects to act they fail to make their award within twenty-one days after the day on which the last of the arbitrators is appointed or within such extended time (if any) as is appointed for that purpose by both the arbitrators by writing under their hands the matters referred to and not determined by them shall be determined by the umpire.

Declaration by
arbitrators and
by umpire.

7. Before any arbitrator or umpire shall enter into the consideration of any matters referred to him he shall in the presence of a justice or commissioner for taking oaths make and subscribe the following declaration (that is to say):—

I [A. B.] do solemnly and sincerely declare that I will faithfully and honestly and to the best of my skill and ability hear and determine the

matters referred to me under the provisions of the Railway Passengers Assurance (Consolidation) Act 1892 and the rules in the Second Schedule to that Act.

A.D. 1892.

[A. B.]

Made and subscribed in the presence of
[C. D.]

If any arbitrator or umpire having made the declaration wilfully acts contrary thereto he shall be guilty of a misdemeanour.

8. The arbitrator or arbitrators or umpire may call for the production of any documents in the possession or within the control of either party which they or he shall think necessary for determining the question or difference and may examine the parties or their witnesses on oath or affirmation and administer the oath or affirmation necessary for that purpose.

Production of documents &c. and examination of witnesses.

9. Either party may sue out a writ of subpoena ad testificandum or a writ of subpoena duces tecum but no person shall be compelled under any such writ to produce any document which he could not be compelled to produce on the trial of an action.

Witnesses may be summoned by subpoena.

10. Except where and as the parties to the reference otherwise agree the arbitrator or arbitrators and umpire may proceed in the business of the arbitration in such manner as they and he shall think fit.

Procedure in arbitration.

11. The arbitrator and arbitrators and umpire may proceed in the absence of either or both of the parties to the arbitration in any case in which after giving notice in that behalf to the parties respectively the arbitrator or arbitrators or umpire shall think fit so to proceed.

Procedure in absence of parties.

12. The arbitrator and arbitrators and umpire respectively may if they and he respectively think fit make several awards each on parts of the matters referred instead of one award on all the matters referred and every such award on part of the matters referred shall be binding as to all the matters to which it extends and as if the matters awarded on were all the matters referred and that notwithstanding the other matters referred be not before or after awarded on.

Several awards may be made.

13. The award of the arbitrator or arbitrators or umpire if made in writing under their or his respective hand or hands and ready to be delivered to the parties to the arbitration within two months after the reference is made to them or him respectively or within such extended time (if any) as they or he respectively shall by writing under their or his respective hand or hands appoint shall be binding and conclusive on both parties to the arbitration.

Awards made in due time to bind both parties.

14. No award made on any arbitration under these rules shall be set aside for any informality or irregularity

Awards not avoided for irregularity.

15. An award on any arbitration under these rules may by leave of the High Court or of a judge be enforced in the same manner as a judgment or order to the same effect.

Enforcement of award.

16. Every notice request consent or other writing for the purpose of the arbitration on the part of the Company shall be sufficient if under the hands

Authentication of notices, &c.

A.D. 1892. of two of the directors and on the part of the other party to the arbitration shall be sufficient if under the hand of that party or his lawfully authorized agent.

Costs of arbitration.

17. The costs of the reference and award shall be in the discretion of the arbitrator or arbitrators or umpire but shall be subject to taxation.

Effect of submission.

18. A submission to arbitration under these rules shall have the same effect in all respects as if it had been made an order of court.

Date of reference.

19. In and for the purposes of these rules the date of the reference is deemed to be in cases where there is a written submission the date of such submission and in other cases the date of appointment of the arbitrator or (if more than one) of the second arbitrator.

Penalty on perjury.

20. Any person who wilfully and corruptly gives false evidence before any arbitrator arbitrators or umpire shall be guilty of perjury as if the evidence had been given in open court and may be dealt with prosecuted and punished accordingly.

Exclusion of Arbitration Act.

21. The Arbitration Act 1889 shall not apply in the case of any arbitration under these rules.

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