ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

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Cap. cclxxxv.

An Act to authorize the Construction of Railways from *Cheltenham* to *Witney* in *Oxfordshire*, and to *Faringdon* in *Berkshire*, to be called "The *East Gloucestershire* Railway."

[29th *July* 1864.]

WHEREAS the making of Railways from *Cheltenham* to join the *Witney* Railway at *Witney* in *Oxfordshire*, and the *Faringdon* Railway at *Faringdon* in *Berkshire*, with certain Branch Railways, would be attended with great local and public Advantage, and the Persons herein-after named, with others, are willing at their own Expense to construct the said Railways: And whereas Plans and Sections of the said Railways showing the Lines and Levels thereof, with a Book of Reference to the Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands through which the said Railways will pass, have been deposited with the Clerks of the Peace for *Gloucestershire*, *Oxfordshire*, and *Berkshire* respectively: And whereas it is expedient that the Powers herein-after contained should be conferred on the *Bourton-on-the-Water* Railway Company, that the *Midland* Railway Company should be authorized to enter into Arrangements with

with respect to the Working, Use, and Management of the Railways hereby authorized, and that the Company hereby incorporated should be authorized to use the *Witney* Railway; but inasmuch as the Purposes aforesaid cannot be accomplished without the Authority of Parliament, may it 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:

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

1. "The Companies Clauses Consolidation Act, 1845," "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Parts 1. and 3. of "The Railways Clauses Act, 1863," relating respectively to Construction of a Railway and to Working Agreements, shall be incorporated with and form Part of this Act.

Interpretation of Terms.

2. In this Act the Words "the Company" shall mean the Company incorporated by this Act, and the Words "the Undertaking" or "the Railways" shall mean the Railways and the Works connected therewith by this Act authorized to be constructed.

Subscribers incorporated.

3. Sir *William Russell* Baronet, C.B., *J. R. Raymond-Barker*, the Honourable and Reverend *George G. Chetwynd Talbot*, and Sir *Michael E. Hicks Beach* Baronet, *Walter Strickland*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking, and such Company shall be incorporated by the Name of "The *East Gloucestershire* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained, and their Undertaking shall be called "the *East Gloucestershire* Railway."

Capital.

4. The Capital of the Company shall be Six hundred thousand Pounds, and shall be divided into Sixty thousand Shares of Ten Pounds each.

Calls.

5. One Fourth of a Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls, and

and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share: Provided that the Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Providing for Division of Shares.

6. It shall be lawful for the Company, with the Consent of Three Fifths of the Shareholders present, personally or by proxy, at a Meeting of the Company convened with due Notice of the Matter, to determine that the Shares hereby authorized to be created may, at the Option of the Holders thereof, be divided into Two Classes, namely, "A. or Preferred Half Shares," and "B. or Deferred Half Shares," and the following shall be the Conditions of such Division:

No such Division shall take place until Six Pounds at least shall have been paid upon every Share so intended to be divided:

The A. or Preferred Half Shares shall be entitled to such preferential Dividend out of the Profits of the Company, not exceeding Six *per Centum per Annum* on the Sums actually paid up with respect to such Half Shares, as the General Meeting authorizing the Division shall determine:

If the Profits of any Year ending on the Thirty-first Day of *December* do not produce the preferential Dividend reserved upon the said Half Shares, the Holders thereof shall not be entitled to Payment of the Deficiency of such Dividend out of the Profits of any subsequent Years:

The B. or Deferred Half Shares shall be entitled to the Dividend which would have been payable upon the whole Share if undivided, beyond the Amount which has been made payable upon the A. Half Share, but so that the total Dividend paid upon the Two Half Shares shall not exceed that which would have been payable upon the whole Share if undivided:

If the Option of dividing any Share be exercised as soon as Six Pounds have been paid thereon, Four Pounds shall be attributed to the Preference Half Share, and Two Pounds to the Deferred Half Share, and any subsequent Call or the necessary Part of any subsequent Call in respect of such Share shall be deemed to be paid with respect to the Preferred Half Share until Five Pounds be paid thereon; and if such Option be exercised when more than Six Pounds have been paid upon such Share, then Five Pounds of the Amount so paid up shall be attributed to the A. Half Share, which shall be so deemed to be paid in full, and the Remainder of the Amount paid up shall be attributed to the B. or Deferred Half Share, and all further Calls paid with respect to the said divided Share shall be attributed to the said B. Half Share:

The

The Directors shall cause to be issued to every Shareholder exercising his Option as aforesaid, and producing the Certificate for his original Share to be cancelled, a Certificate for each of the said Half Shares, upon which Certificate shall be stated the Right to Dividend attaching to such Half Shares, and upon Delivery of the said Certificates the Certificate of the original Share shall be cancelled.

Power to borrow on Mortgage.

7. The Company may borrow on Mortgage any Sums not exceeding in the whole the Sum of Two hundred thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Six hundred thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all such Capital are issued, and that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Issue thereof, and that they are *bonâ fide* held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

First and other Meetings.

8. The First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year.

Number and Qualification of Directors.

9. The Number of Directors shall be Eight, and the Qualification of a Director shall be the Possession in his own Right of Two hundred Shares in the Undertaking.

Power to vary the Number of Directors.

10. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the reduced Number be not less than Six.

Appointment of Four of the First Directors, who shall continue in Office until First Meeting after passing of Act.

11. Sir *William Russell* Baronet, C.B., *J. R. Raymond-Barker* Esquire, Sir *Michael E. Hicks Beach* Baronet, and *Walter Strickland* shall be Four of the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in

in every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845," or by this Act, or either of them.

Quorum.

12. The Quorum of a Meeting of Directors shall be Three.

Power to make Railways according to deposited Plans.

13. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railways herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plans, and described in the said Books of Reference, and according to the Levels described on the said Section, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes; namely,

No. 1. A Railway entirely in *Gloucestershire*, commencing in the Parish of *Badgworth* by a Junction with the Narrow-gauge Lines of the *Great Western* Railway near the Bridge, whereby the Road leading from *Badgworth* to the *Readings* is carried over the Railway, and terminating in the Parish of *Lechlade* in a Field situate on the East Side of the Turnpike Road leading from *Lechlade* to *Burford*; the said Railway will pass through or into *Badgworth*, *Up Hatherley*, *Cheltenham*, *Leckhampton*, *Charlton Kings*, *Dowdeswell*, *Whittington*, *Andoversford*, *Shipton Sollars*, *Shipton Oliffe*, *Withington*, *Compton Abdale*, *Compton Casey*, *Hasleton*, *Chedworth*, *Stowell*, *Coln Saint Dennis*, *Coln Rogers*, *Bibury*, *Winson*, *Arlington*, *Barnsley*, *Ampney Crucis*, *Ampney Saint Mary*, *Poulton*, *Quennington*, *Maisey Hampton*, *Fairford*, *Kempsford*, and *Lechlade*:

No. 2. A Railway, also in *Gloucestershire*, commencing in the Parish of *Cheltenham* by a Junction with the *Bristol and Birmingham* Railway on the South Side of the Bridge by which the *Lansdowne Road* is carried over that Railway, and terminating in the Parish of *Leckhampton* by a Junction with Railway No. 1. in a Field called "the *Six-acre Field*:"

No. 3. A Railway, also in *Gloucestershire*, commencing in the Parish of *Swindon* by a Junction with the *Midland* Railway on the North Side of the Bridge whereby the said Railway is carried over the Road leading from *Swindon*, by *Hide Farm*, into the Turnpike Road from *Cheltenham* to *Bishop's Cleeve*, passing

passing through *Prestbury*, and terminating in the Parish of *Cheltenham* by a Junction with the *Bristol and Birmingham* Railway North of the Point where the Rails of that Railway are joined by the Rails of the *Cheltenham* Branch of the *Great Western* Railway:

No. 4. A Railway commencing in the Parish of *Lechlade* aforesaid by a Junction with the Railway No. 1. at the Termination thereof, and terminating in the Parish of *Coggs* in the County of *Oxford* by a Junction with the *Witney* Railway at or near a Point thereon about Three Furlongs from and on the South-east Side of the Centre of the Platform of the *Witney* Station; the said Railway (No. 4.) will pass through or into *Lechlade* in the County of *Gloucester*, *Langford* and *Little Faringdon* in the Counties of *Berks* and *Oxford*, or One of them, *Broadwell*, *Clanfield*, *Filkins*, *Alvescott*, *Black Bourton*, *Bampton*, *Lew Ducklington*, *Witney*, *Curbridge*, and *Coggs*, or some of them, all in the County of *Oxford*:

No. 5. A Railway commencing in the Parish of *Lechlade* aforesaid by a Junction with Railway No. 1. at the Termination thereof, and terminating in the Parish of *Great Faringdon* in the County of *Berks* at or near the *Faringdon* Station of the *Faringdon* Railway, which Railway (No. 5.) will pass through *Lechlade*, *Langford*, and *Little Faringdon*, *Broadwell* otherwise *Bradwell*, and *Kelmscott*, all in the County of *Oxford*, *Eaton Hastings*, and *Great Faringdon*, all in the County of *Berks*:

No. 6. A Railway wholly in the Parish of *Yarnton* in the County of *Oxford*, commencing by a Junction with the *Witney* Railway about Three Furlongs to the West of the Junction of the same with the *Great Western* Railway, and terminating by a Junction with the *London and North-western* Railway near the Bridge whereby it is carried over the *Great Western* Railway.

Not to take Land of the Great Western Railway Company without Consent.

14. Notwithstanding anything in this Act or the Acts or Parts of Acts incorporated therewith, it shall not be lawful for the Company to enter upon, take, or use the Railway, Lands, or Property of the *Great Western* Railway Company, except so far as may be necessary for the Purpose of constructing the Railways, and effecting the respective Junctions by this Act authorized with the *Great Western* Railway at *Faringdon* and near *Cheltenham*, and with the *Bristol and Birmingham* Line at *Cheltenham*, without the previous Consent in Writing of the *Great Western* Railway Company.

As to Construction and Maintenance of Works at

15. The Works for carrying the Railway No. 6. under the *Great Western* Railway in the Parish of *Yarnton* in the County of *Oxford* shall be constructed and carried in a covered Way through the Property

perty of the *Great Western* Railway Company, and the Level of the Rails of their Railway shall not be altered; and all such Works shall be constructed and maintained so as not to damage, endanger, or in anywise interfere with the free, safe, and uninterrupted Working or Use of or Passage of Traffic along the *Great Western* Railway, and the Works and Sidings connected therewith; and after the Construction and Completion of the said Works the same shall be repaired and maintained by the *Great Western* Railway Company, but at the Costs in all respects of the Company, and in default of Payment of any such Costs on Demand made on the Company the *Great Western* Railway Company may sue for and recover the Amount thereof, together with full Costs of Suit, in any Court of competent Jurisdiction.

Crossing of Great Western Railway.

16. If by reason of any of the Works or Proceedings of the Company the *Great Western* Railway, or any of the Works connected therewith, shall be injured or damaged, or the Traffic of such Railway shall be obstructed or impeded, the Company shall forthwith, at their own Expense, make good such Injury or Damage, or remove such Obstruction or Impediment, as the Case may be, or in the event of their failing so to do then the *Great Western* Railway Company may make good such Injury or Damage, and may remove such Obstruction or Impediment, and may recover the Expense occasioned thereby from the Company in any Court of competent Jurisdiction, together with full Compensation for any Loss or Inconvenience sustained by them by reason of any such Injury, Damage, Interruption, or Obstruction: Provided always, that the *Great Western* Railway Company may, if they think fit, in the first instance make good any such Injury or Damage, or remove any such Obstruction or Impediment, as the Case may be, at the Costs, Charges, and Expenses of the Company, and may recover from them such Costs, Charges, and Expenses in any Court of competent Jurisdiction, together with full Compensation for any Loss and Inconvenience sustained by them by reason of any such Injury, Damage, Interruption, or Obstruction.

Compensation for any Damage done to Great Western Railway.

17. With respect to any Lands or Property of the *Great Western* Railway Company required by the Company for the Purposes of the Crossing in the Parish of *Yarnton*, the Company shall not purchase and take the same, but the Company may purchase and take, and the *Great Western* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

Company to acquire only an Easement in Lands of Great Western Company.

18. Subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company

Level Crossings.

Company in the Construction of the Railways to carry the same across and upon the Level of the public Roads numbered on the said deposited Plan as follows; that is to say,

RAILWAY No. 1.

Number on Plan.	Parish.	Description of Road.
15 and 18	Maisey Hampton - -	Public Roads.
	RAILWAY No. 4.	
8	Langford, Hamlet of Little Faringdon.	Public Road.
2	Bampton - - -	Ditto.
	RAILWAY No. 5.	
61	Lechlade - - -	Public Road.

but no more than a double Line of Railway shall be laid down on any such level Crossings.

Inclinations of certain Roads.

19. It shall be lawful for the Company to construct the Approaches to the Bridges or Arches for carrying the Roads numbered as after mentioned on the said deposited Plan over or under the Railway, as also to make and construct the proposed Diversions of the Roads numbered as after mentioned on the said Plan, with such Inclinations as they think fit, not steeper than the following; (that is to say,)

No. on Plan.	Parish.	Rate of Inclination.
74	Charlton Kings - -	1 in 8.
25	Hasleton, Tithing of Yanworth.	1 in 10.
32	Chedworth - - -	1 in 9 on one Side of the Bridge and level on the other.
37	Coln Rogers - - -	1 in 9 ditto.

As to crossing and Interference with Roads and Construction of Bridges in the Borough of Cheltenham.

20. Whereas it is intended that the said Railways or some of them shall cross over, pass under, or otherwise interfere with the several Streets, Roads, Lanes, and Footpaths within the Borough of *Cheltenham* herein-after specified, and which with respect to the Repairs, Regulations, and Management thereof are under the Authority or Jurisdiction of the *Cheltenham* Improvement Commissioners: It is therefore enacted as follows; that is to say,

Where Railway No. 2. shall pass over the *Hatherley* Road or Lane, the Bridge or Arch which shall carry the said Railway shall have a clear Width or Span of at least Thirty Feet, and be at least Sixteen

Sixteen Feet high in the Clear, and be so constructed and maintained as to prevent Water percolating through or falling from the under Side thereof, and such Bridge shall have a Parapet on each Side of at least Five Feet high, the Parapets being extended by a close Fence beyond the Roadway a Distance of Fifty Feet on either Side; and the said Road on the Eastern Side of the Railway shall not when altered have a steeper Inclination than One in Forty, and on the Western Side of the Railway such Road shall be carried on a Level till its Junction with the Surface of the existing Line of Road:

Where Railway No. 1. shall cross or pass under the *Old Bath Road* as numbered 14, 15, and 16 on the Plans thereof, and where Railway No. 2. shall cross or pass under the *Lansdown Road* as numbered 5 on Plans, and where Railway No. 3. shall cross or pass under *Hamilton Place* or *Maidenhorn Lane* as numbered 27 on Plans, *Swindon Road* as numbered 33 on Plans, *High Street* as numbered 221 on Plans, Road from *Knapp* to *Albion* Brewery as numbered 435 and 472 on Plans, *St. George's Road* as numbered 521 on Plans, *Malvern Road* as numbered 551 on Plans, and the *Queen's Road* as numbered 575 on Plans, the said Streets, Roads, and Footpaths shall in every Case be carried over the said Railways by proper and sufficient Bridges of the Width and Construction herein-after specified; and none of the said Roads and Footways shall, without the Consent of the Commissioners, be raised or lowered at the Points of crossing to a greater Extent than is shown on the deposited Plans and Sections of the said Railways, and shall not be altered so as to have a greater or steeper Inclination than is next herein-after mentioned; namely,

Old Bath Road - - -	1 in 40	Wherever altered.
High Street - - - -	1 in 40	
Road from *Knapp* to *Albion* Brewery -	1 in 30	
Hamilton Place or *Maidenhorn Lane* -	1 in 30	
Swindon Road - - - -	1 in 30	
Lansdown Road - - - -	-	Level unaltered.
St. George's Road - - - -	-	
Queen's Road - - - -	-	

Malvern Road 1 in 40 on South-eastern Side, and a gradual Incline until its Junction with the *Gloucester Road* on the North-western Side, if altered:

All the Bridges to be constructed over the intended Railways within the said Borough shall be of sufficient Width between the Parapets to allow of the several existing Roads and Footpaths passing over the same to be preserved or continued of their existing Width (but in case of the *Old Bath Road* a clear Width of at least Thirty Feet between the Parapets to be given), and the Parapets shall be constructed on each Side of every Bridge

of at least Five Feet in Height above the Surface of the Footpaths, and shall be continued by a close Fence along the Approaches to such a Distance not exceeding Fifty Feet on each Side, and of such a Height not exceeding Five Feet, and so as effectually to exclude the View of Trains passing along the Line from Foot Passengers or Horses using the said Bridge or Approaches:

Where Railway No. 1: crosses or interferes with certain Footpaths leading across Lands or Brickyards numbered 6, 7, and 10 on the said Plans the said Footpaths shall be diverted as slightly as possible, and where the Communication is interrupted by the Railway the said Footpath shall be carried over the Line by means of a proper Footbridge of at least Five Feet in Width between the Parapets; the Designs and Construction of all Bridges, Parapets, and other Works connected therewith, where the same pass over or under or abut upon any Streets or Roads within the Borough of *Cheltenham*, shall be submitted for and be subject to the Satisfaction of the *Cheltenham* Improvement Commissioners or their Surveyor, and such Bridges, Parapets, and other Works shall be for ever maintained in good and proper Repair by the Company: Provided nevertheless, that in case of Difference as to the Designs of any Bridges or other Works, any Question in dispute shall be submitted to the Board of Trade at the Expense of the Company.

As to Diversion of or other Interference with Roads in the Borough of Cheltenham.

21. And whereas it is proposed to divert or otherwise interfere with the following Roads or Footpaths in the said Borough of *Cheltenham*, and under the Authority or Jurisdiction of the said Commissioners as aforesaid, namely, a Road numbered 10 on the Plan of Railway No. 2, a Road numbered 17 on Plan of Railway No. 3, *Burton Street* numbered 368 on the said Plan, a Road leading from the *Knapp* to *Alstone* Mill numbered 481 on the said Plan, *Millbrook Street* numbered 495*a* on the said Plan, a Road or Footpath numbered 524 on the said Plan, *Milsom Street* numbered 178 on the said Plan, *Grove Street* numbered 272 on the said Plan, certain Roads numbered 154, 220, and 520 on the said Plan: It is therefore enacted, That the said Street called *Burton Street*, or the Diversion thereof, or any new Street to be made by the said Railway in lieu thereof, shall be made throughout of the uniform Width of Forty Feet, including a Six-feet Footpath on each Side thereof, and that the Inclination of such Street between the *High Street* and the Approach to the intended Station shall not be greater than One in Thirty, and from the Junction with such Approach to the *Knapp* the Rate of Inclination shall be uniform throughout, and that the Road numbered 481, or the Diversion thereof, shall also be made throughout of the uniform Width of Forty Feet, including a Six-feet Footpath on each Side thereof, and shall be carried

carried over the *Chelt*, the present Bridge being widened so as to give a clear Width of Forty Feet between the Parapets, the Roadway over such Bridge being raised to a Level with the intended Railway, and that the Inclination of the said Road shall be One in Thirty-five from its Junction with the *Knapp* until it falls to the Level of the Rails of the said intended Railway at the Point where the said intended Railway crosses the *Chelt*, and that from such last-mentioned Point it shall be continued level to the Bridge across the *Chelt*, and thence by a uniform Rate of Inclination as far as the Entrance to the present Goods Station of the *Great Western* Railway; and that in regard to the Street or Road known as *Millbrook Street* there shall be a new Road formed therefrom on the North-western Side of the Railway extending on the one hand to the Road numbered 472 on the Plan in a Line parallel to and within the Line of the Limits of Deviation, and on the other hand to *Saint George's Road*, also within the Limits of Deviation, and in the Line of or parallel to the Road numbered 508, such Road to be Twenty Feet in Width, with a Footpath of Five Feet in addition on One Side thereof, and to have as gradual and easy an Inclination as the Roads connected therewith will admit of; and in regard to the other Roads referred to, or any other Roads within the said Borough of *Cheltenham* altered or interfered with by the said Railways, the Diversion thereof or Interference therewith shall be subject to the Approval of the Surveyor to the Commissioners, but in case of Difference with respect to such other Roads to be subject to reference to the Board of Trade at the Expense of the Company, and the Inclination thereof shall not be steeper than One in Thirty; and it is furthermore provided that in every Case where the intended Railway shall be formed alongside of any intended or existing Road or Street the Company shall erect and maintain a good and sufficient permanent Screen of at least Seven Feet in Height between such Roads and the Railway.

As to Park Street.

22. And whereas by the deposited Plans and Sections of the said Railway Power was sought to be obtained to enable the Company to stop up the Road from the *Knapp* to the *Albion* Brewery and *Burton Street*, and to make a Diversion of *Park Street*, all situate in the said Borough of *Cheltenham*, to which the said Commissioners objected, and the Company are by this Act prevented from so doing, but in order to comply with the Commissioners Requirements it became necessary that the Company should have Power to close *Park Street* instead of diverting it as proposed, to which the said Commissioners consented: The Company are therefore hereby authorized to stop up *Park* Street in the same way as if their Plans had so provided, instead of diverting it as aforesaid.

23. And

As to crossing Streams and Watercourses in the Borough of Cheltenham.

23. And whereas the intended Railway will cross or pass over certain Streams or Watercourses within the Borough of *Cheltenham:* The Company shall construct to the Satisfaction of the Surveyor to the Commissioners, and shall for ever maintain, such Arches, Culverts, or other Works, and of such Width and Dimensions, as may be necessary for the free and uninterrupted Flow of the Streams as heretofore, the Dimensions of the Arch over the *Chelt* at No. 495 on Railway No. 3. being at least of equal Height and Width to an existing Arch adjacent thereto, and immediately below *Alstone* Mill.

As to Water-tight Construction of Railway and Sewers through the Sand Bed in the Borough of Cheltenham.

24. In order to prevent the Abstraction or Waste of Water from the Water-bearing Stratum within the Borough of *Cheltenham*, such Portion of the intended Railway as shall be in Cutting of such a Depth as to be below the Level of the Water in the said Water-bearing Stratum shall be constructed with a Water-tight Invert up to or above the Level of the Water therein, or in such other sufficient Manner as to prevent the Entrance into the said Cutting of Water from such Stratum; and furthermore that any Sewer or Sewers to be made by the Company in such Stratum shall be formed of Water-tight Construction to the Satisfaction of the Surveyor of the Commissioners.

Soil from Excavations within the Borough of Cheltenham to be removed.

25. The Company shall promptly remove all Earth and Soil and other Material which may be dug out or excavated from any Street or Road in the course of constructing the Railway through the Borough of *Cheltenham;* and the Company shall, within a reasonable Time after they shall have been required so to do by or on behalf of the *Cheltenham* Improvement Commissioners, cause all Earth, Soil, and other Materials which may have been dug out or excavated in the course of constructing the Railway or any Part thereof, or which may be lying in any Street, to be removed and carried away; and in case the Company shall permit any Earth, Soil, or other Materials to remain at any One Time in any such Street as aforesaid, or shall not within a reasonable Time after they shall have been required so to do by or on behalf of the said Commissioners remove and carry away all Earth, Soil, and other Materials which may have been dug out or excavated in the course of constructing the Railway or any Part thereof, or which may be lying in or upon any such Street as aforesaid, they shall for every such Offence forfeit and pay the Sum of Five Pounds, and the further Sum of Five Pounds for each and every Day during which such Offence shall be continued; and such Penalty shall be paid to the Commissioners, and shall be applied in such Manner as the Commissioners shall think fit.

Limit of Time for completing

26. The Construction of so much of the Railway as passes through the Borough of *Cheltenham* between *Hamilton Place* or *Maidenhorn Lane*

Lane and the *Malvern Road* shall be completed within Fifteen Months from the Time of the Commencement of the Work between those Points, and the Remainder of the Railway within the Borough shall be completed within Eighteen Months from the Commencement of the Railway Works; and if at the Expiration of such Period such Portion of the Railway shall not be completed, so that any Street or Road shall be obstructed by the Noncompletion (the Delay not having been occasioned by any Act or Neglect of the *Cheltenham* Improvement Commissioners), the Company shall forfeit and pay by way of Penalty to the said Commissioners the Sum of Twenty Pounds for every Day during which the said Portion of Railway shall remain so uncompleted.

Works within the Borough of Cheltenham.

27. When the Pavement, Surface, or Soil of any Street or Road within the Borough of *Cheltenham*, and under the Control of the said Commissioners, shall for the Purposes of making the Railway, or for any other Purposes whatever, be broken up or opened by the Company, they shall with all convenient Speed complete the Work on account of which the same shall be broken up or opened, and fill in the Ground, and make good the Pavement or Surface or Soil so broken up or opened, and carry away the Rubbish occasioned thereby, and shall in the meantime cause the Place where such Pavement or Surface or Soil shall be so broken up or opened to be fenced and guarded, and shall set up and maintain upon or against the Part of the Pavement, Surface, or Soil so broken up or opened a sufficient Light during every Night that such Pavement or Surface or Soil shall be continued open or broken up; and any new Road intended to be made, or any Diversion or Alteration of any existing Road or Roads, or any Footpaths belonging thereto, shall be properly constructed and bordered; and where such new or altered Roads are in the Line of or in substitution of Roads now flagged, sewered, and channelled, the same shall also, including the Diversions of Roads numbered 481 and 495*a*, be constructed, bordered, flagged, sewered, and channelled in every respect to the Satisfaction of the Surveyor to the Commissioners, and shall moreover for a Period of Eighteen Months after the Completion of the Railway be kept in good Order and Repair by the Company, at the End of which Time they shall be taken to by the said Commissioners upon a Certificate of Satisfaction being given by the Surveyor to the Board.

Streets broken to be reinstated without Delay, and Formation of new Streets within the Borough of Cheltenham.

28. Whenever the Pavement, Surface, or Soil of any such Street or Road within the said Borough of *Cheltenham* shall for the Purpose of making the Railway, or for any other Purpose whatever, be broken up or opened by the said Company, and so left or delayed in Progress, it shall be lawful for the said Commissioners, in case they shall think it expedient so to do, to direct their Contractor, Officers, or Servants, after

Works within the Borough of Cheltenham may be done by the Commissioners at the Expense of the Company.

after the Works of the Company shall have been completed, to fill in the Ground and to make good the Pavement or Surface or Soil so broken up or opened, and to carry away the Rubbish occasioned thereby; and the Costs and Expenses of filling in such Ground and of making good the Pavement or Soil so broken up or opened, after having been certified by the Surveyor of the said Commissioners, shall be repaid on Demand to the said Commissioners by the Company, and in default thereof shall be recovered by the said Commissioners from the Company in the Manner herein-after mentioned for enforcing Payment of such Costs and Expenses.

Company disturbing Pavements within the Borough of Cheltenham to reinstate them and guard with Lights to prevent Accidents.

29. If the Company shall take up any Part of the Pavement or otherwise disturb the Surface of any such Street or Road within the Borough of *Cheltenham* for the Purpose of making the Railway, or for any other lawful Purpose, and shall not with due Diligence cause the Ground to be filled in, and the Pavement to be reinstated, and the Surface to be made good in a proper and substantial Manner, and shall not in the meantime fence and guard the same, and affix and maintain Lights during the Night near to the Places where any Ground shall be open, so as to prevent any Accident, the Company shall for every such Offence forfeit a Sum not exceeding Five Pounds; and it shall be lawful for the said Commissioners to fill in such Ground, and to remove such Rubbish, and to repair and make good the Pavement of any such Street so broken up, and properly to fence or guard any such Excavation, and to place and maintain Lights during the Night to prevent Accidents, as to them shall seem necessary; and the reasonable Costs and Charges thereof shall be paid by the Company to the Treasurer of the said Commissioners, and in default of Payment thereof the Amount thereof shall be recovered from the Company as any Penalty is recoverable under "The Companies Clauses Consolidation Act, 1845:" Provided that such Pavement shall not be considered to have been reinstated in a proper and substantial Manner by the Company unless the same shall have been reinstated with the same or similar Materials of the like Quality, Thickness, and cemented and bound together in the same or in an equally substantial Manner, as those of which it was composed, in such Manner as shall be satisfactory to the said Commissioners.

Justice to settle Disputes as to Reinstatement of Pavements.

30. If any Question shall arise between the Company and the said Commissioners relative to the proper Reinstatement or sufficient or insufficient Repair of any Pavement, Street, or Road within the Borough of *Cheltenham* under the Provisions of this Act, it shall be lawful for any Justice, upon Complaint before him, to summon the Clerk or Engineer or other Officer of the Company and of the said Commissioners respectively, and to hear and determine the Matter in a summary Way, and to award and adjudge such Sum of Money by way

way of Damage against the Company, together with such Costs and Charges, as to such Justice shall seem proper, and the Amount of such Damages, Costs, and Charges so awarded and adjudged shall be recovered from the Company by Distress and Sale of their Goods and Chattels in the same Manner as any Penalty is recoverable under "The Companies Clauses Consolidation Act, 1845:" Provided always, that it shall not be competent for any Justice to hear and determine any such Question as aforesaid unless Twenty-four Hours Notice shall have been given by the complaining Party to the other Party of the intended Application to such Justice, with the Grounds of such Complaint.

Company to pay Expenses incurred by the Borough of Cheltenham.

31. The Company shall pay all Law and other proper Charges and Expenses incurred from Time to Time by the said Commissioners or their Surveyor in and about the Matters hereby provided for.

For Protection of Sewers within the Borough of Cheltenham.

32. In case any of the Works of the Company shall obstruct, injure, or interfere with any public Sewer or Sewers in the said Borough of *Cheltenham* vested in the said Commissioners, the Company shall, by making a new Sewer or Sewers, or by some other sufficient Means to be approved of by the said Commissioners, at the Expense of the Company, as effectually carry off the Soil and Water now carried off by the Sewer or Sewers so to be affected by the said Works as the same were theretofore carried off by such last-mentioned Sewer or Sewers.

Consent of Commissioners necessary before commencing Works within the Borough of Cheltenham.

33. It shall not be lawful for the Company to take up the Pavement or Soil of any Street or Place within the Borough of *Cheltenham* to execute or do any Work, or to do any Act which may interfere with or affect any Sewer, Drain, Watercourse, Pipe, Conduit, Sink, Sluice, or Work within the Jurisdiction or subject to the Order or Control of the said Commissioners, or for any Purpose whatsoever, without the Consent in Writing of the said Commissioners, under the Hand of their Clerk, first had and obtained for that Purpose, and under and subject in all respects to the Powers and Provisions contained in the "*Cheltenham* Improvement Act, 1852;" and nothing in this Act contained shall extend to prejudice, alter, or take away any of the Rights, Powers, or Authorities vested in the said Commissioners, but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed: Provided nevertheless, that in case the said Commissioners shall withhold their Consent upon Grounds which shall, on a Reference to the Board of Trade or any Officer appointed by such Board, be deemed vexatious or insufficient, then this Section shall not prevent the Company from exercising the Powers given by this Act, or any of them; and provided also, that in all Cases where the Exercise of the Powers vested in the

said

said Commissioners by the said "*Cheltenham* Improvement Act, 1852," is necessary to enable the Company to carry into effect any or either of the Clauses in this Act contained for the Protection of the Borough of *Cheltenham*, then the said Commissioners shall exercise such Powers to that Extent.

Company to make Culverts within the Borough of Cheltenham.

34. The Company shall make and for ever maintain at their own Expense all such necessary Culverts, Drains, and Passages over and under or by the Sides of the Railway, and under or by the Sides of the said Streets, Lanes, Passages, or Places and Footways respectively, in the Borough of *Cheltenham*, as shall be sufficient at all Times effectually to convey the Water from the said Streets, Lanes, Passages, or Places and Footways respectively lying near to or affected by the Railway, and such Works shall be made from Time to Time as the Works of the Railway shall proceed.

Notice of Works to be given to Commissioners in certain Cases.

35. And where any of the intended Works of the said Company shall or may pass over, under, or by the Side of, or so as prejudicially to interfere with, any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the said Commissioners, or with any Sewers or Works to be made or executed by the said Commissioners, or shall or may in any way prejudicially affect the Sewerage or Drainage of the Districts under their Control, the Company shall not commence such Works until they shall have given to the said Commissioners Fourteen Days previous Notice in Writing of their Intention to commence the same by leaving such Notice at the principal Office of the said Commissioners for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until the said Commissioners shall have signified their Approval of the same, (unless the said Commissioners do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plans, Sections, and Particulars,) and the said Company shall comply with and conform to all reasonable Directions and Regulations of the Commissioners in the Execution of the said Works, and shall provide by new, altered, or substituted Works for the proper Protection of, and for preventing Injury or Impediment to, the Sewers and Works herein-before referred to by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Commissioners against all and every Expense to be occasioned thereby, and all such Works as may be so reasonably required shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Commissioners at the Costs, Charges, and Expenses in all respects of the said Company: Provided that in every Case where the said Railways shall cross or interfere with any of the existing Sewers belonging to the said Commissioners, such Sewers

shall

shall be carried underneath the Railway at such a Depth and in such a Manner and be continued for such a Distance as may be directed by the said Commissioners, having a gradual Fall until they unite with the existing Sewers; and provided also, that any private or Branch Drains that may in any way be interfered with by the said Railways shall be made good and properly connected with the Sewers of the said Commissioners by and at the Expense of the said Company; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall hereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Commissioners as any Sewers or Works now or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Commissioners or their Successors, but all such Rights, Powers, or Authorities shall be as valid and effectual as if this Act had not been passed.

Certain Roads in the Borough of Cheltenham not to be interfered with at the same Time.

36. To insure an uninterrupted Communication between those Parts of *Cheltenham* respectively lying East and West of the proposed Railway, the Company shall not obstruct or interfere with *Hamilton Place*, *Maidenhorn Lane*, and the *Swindon Road* at the same Time, neither shall the *High Street* and the *Swindon Road* be so interfered with at the same Time, nor shall *New Street* and the *High Street* be interfered with at the same Time; an Access from *High Street* to *New Street* shall, during the Progress of the said Works, be kept open through either *Park Street*, *Burton Street*, *Grove Street*, or the proposed new Street in lieu of *Burton Street*; the Road numbered 481 on Plan shall be kept open until the proposed Diversion into *New Street* has been made; *Saint George's Road* and the *Malvern Road* shall not be obstructed or interfered with at the same Time, nor shall the *Queen's Road* and the *Lansdown Road* be obstructed or interfered with at the same Time; the foregoing Prohibitions shall not, however, apply to any Street or Road in lieu of which the Company shall have constructed a good and sufficient temporary Diversion to the Satisfaction of the Surveyor to the Commissioners.

For Protection of Badgworth District Highways.

37. In constructing and maintaining the Railways Nos. 1. and 2, so far as relates to the Roads herein-after mentioned belonging to or under the Control of the Highway Board for the District of *Badgworth*, the following Provisions shall be observed:

1. The Road from *Badgworth* to *Cheltenham* numbered 14 in the Parish of *Badgworth* on the deposited Plans of Railway No. 1. shall be carried over that Railway by means of a Bridge giving a clear Width of not less than Twenty-five Feet between the Parapets thereof, and such Bridge shall have

have Parapet Walls not less than Five Feet in Height above the Surface of the said Road:

2. The Road numbered 15, in the Parish of *Upper Hatherby*, on the deposited Plans of Railway No. 1. shall not be altered so as to have an Inclination greater than One Foot in Thirty Feet:

3. The Road numbered 27 on the deposited Plans of Railway No. 1. in the Parish of *Leckhampton* shall be carried over that Railway by means of a Bridge having a clear Width of not less than Thirty-six Feet between the Parapets thereof, which shall be Six Feet high at least above the Surface of the Road, and Screen Walls or close Fences of not less than Six Feet in Height shall be made for a Distance of Fifty Feet from each End of such Parapet Walls, and the Inclination of the Road leading to such Bridge at each End thereof shall not be greater than One Foot in Thirty-five Feet:

4. The Road called *Moorend Lane* numbered 73, in the Parish of *Leckhampton*, on the deposited Plans of Railway No. 1., shall not be altered or interfered with so as to be of less than Twenty-three Feet in Width at least where the same is crossed by such Railway, and the Level thereof shall not be altered:

5. The Road from *Cheltenham* to *Leckhampton* numbered 80 on the deposited Plans of Railway No. 1. in the Parish of *Leckhampton* shall be carried over such Railway by a Bridge having a clear Width of at least Sixty Feet (including Footways) between the Parapets of such Bridge, which Parapets shall be Six Feet high at least above the Surface of the Road, and Screen Walls or close Fences not less than Five Feet high shall be made for a Distance of Fifty Feet from each End of such Parapet Walls:

6. The Diversions of the Roads numbered respectively 9, in the Parish of *Leckhampton*, and 30, in the Parish of *Upper Hatherley*, on the deposited Plans of Railway No. 2., shall be made to the reasonable Satisfaction of the Surveyor of the Highway Board for the District, and shall be covered with Stones for a Width of not less than Fifteen Feet throughout the whole Length of such Diversion.

Protecting Lands of Rev. Charles Brandon Trye.

38. In constructing and maintaining Railway No. 1., so far as relates to the Road numbered on the said deposited Plans 27 in the Parish of *Leckhampton*, and to the Property of the Reverend *Charles Brandon Trye* on each Side of the said Road, and numbered respectively 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 28, in the same Parish, the following Provisions shall be observed:

1. The said Company shall divert their Line so as to cross the said Road about Four and a Half Chains measured along the said Road,

Road, either to the Southward or to the Northward of the Point of crossing shown on the said Plans, as the said Company may think most expedient:

2. If the Railway is constructed to the Southward of the Line shown on the said Plans, the Farm Buildings numbered respectively 20, 21, 22, and 23 on the said Plan shall be removed and rebuilt by and at the Expense of the Company in such a Situation as shall be selected by the said *Charles Brandon Trye*, and to the reasonable Satisfaction of the said *Charles Brandon Trye*, his Heirs and Assigns, or his or their Surveyor for the Time being, or the Value of the said Buildings shall be paid to the said *Charles Brandon Trye*, his Heirs or Assigns, as he or they may elect, such Value to be affixed by *Richard Hall*, of No. 37, *Great George Street, Westminster*; and in case of his dying or declining to act, then the Value shall be affixed by *William Beadel*, of *Gresham Street, London*, Surveyor; and in case of both the said *Richard Hall* and *William Beadel* dying or declining to act, then the Value shall be fixed by some other Surveyor to be appointed by the said *Charles Brandon Trye*, his Heirs or Assigns:

3. The Level of the Railway when so diverted shall be lowered Five Feet, and the embanked Approaches carrying the said Road No. 27. over the said Railway shall be reduced to that Extent, and the Road so carried over the said Railway shall have an Inclination not greater than One Foot in Thirty-five Feet, instead of One Foot in Thirty Feet, as proposed by the said deposited Section, and the raised Approach opposite to the existing Occupation Roads in the Fields No. 18. and 24. on the said Plan shall not exceed Three Feet in Height if practicable, but in no Case shall the same exceed Four Feet; and proper Approaches to the Satisfaction of the said *Richard Hall* or *William Beadel*, or in the Events aforesaid other the Surveyor for the Time being of the said *Charles Brandon Trye*, his Heirs or Assigns, shall be made into and out of the several Fields of the said *Charles Brandon Trye* adjoining the said Road No. 27. on either Side, and a level Crossing shall be made and maintained by the said Company at such Place as the said *Richard Hall* or other the Surveyor aforesaid shall appoint over the Railway in the Field No. 17. on the said Plan so as to connect such Parts of the said Field as shall be divided by the said Railway:

4. All Expenses of and incidental to the carrying out of the said Works, and obtaining the Approval of the said *Charles Brandon Trye*, his Heirs or Assigns, or his or their Surveyor thereto, including the Charges of such Surveyor, shall be borne and paid by the Company.

For Protection of Cheltenham Waterworks Company.

39. Wherever in the Construction of or for the Purpose of repairing the Works by this Act authorized it may be necessary to interfere with or to alter the Position of any Mains or Pipes at present laid down or which shall hereafter be laid down by the *Cheltenham* Waterworks Company for the Supply of *Cheltenham* with Water, Forty-eight Hours previous Notice shall be given by the Company to the *Cheltenham* Waterworks Company of their Intention so to interfere with or alter the Position of such Mains or Pipes; and the said Mains or Pipes shall be relaid, and the Works necessary for the Purpose shall be constructed, to the Satisfaction of the Engineer for the Time being of the said Waterworks Company, and so as not to cause any Interruption to or Diminution in the Supply of Water to the Inhabitants of *Cheltenham*; and it shall be lawful for the said Waterworks Company or their Engineer, or other authorized Officers and Servants, at all reasonable Times after the Construction of the Railway to enter upon the same upon giving Notice of their Intention so to do to the Company, and to examine under the Superintendence of the Engineer of the Company any of the present or future Mains or Pipes of the said Waterworks Company, and to repair the same if necessary, without making any Compensation to the Company in respect thereof, the said Waterworks Company doing as little Damage as may be in conducting their Operations, and making good any Damage occasioned thereby, and occasioning no Interruption to the Traffic on the Railway.

For Protection of the Gas Supply in Cheltenham and its Neighbourhood.

40. During and after the Construction of the Railway the *Cheltenham* Gaslight and Coal Company (herein-after called "the Gas Company") may from Time to Time at their own Expense make such and so many Culverts through and under the Railway as they think fit for the Purpose of extending, enlarging, and renewing their Mains and Pipes, and may at their own Expense examine, maintain, and repair the same; provided that no Damage be thereby done to the Railway except such as may temporarily and necessarily arise in the Construction of the Works authorized by this Clause, and that the Work be done under the Superintendence of the resident Engineer for the Time being of the Railway Company; and the Gas Company shall have a Wayleave for their Mains and Pipes, and for their Examination, Alteration, or Repair, along and under and within the Fence of the Railway, and by the Side of the Permanent Way thereof, or in such other Positions as the Railway Company's Engineer may approve, paying for the same to the Railway Company a yearly Rent of Five Pounds during the Use of such Wayleave, such Mains and Pipes to be laid by the Gas Company under the Superintendence of the Railway Company's Engineer, and the Railway Company to retain the Power to alter the Situation of such last-mentioned Pipes and Mains, and the Works of Alteration to be commenced after Notice to the Gas Company, and done to the Satisfaction of their Engineer,

Engineer, but at the Costs of the Railway Company, and the Gas Company to make good all Damage (if any) that may be at any Time or from Time to Time done or occasioned by such last-mentioned Mains or Pipes in anywise howsoever, and to be responsible and to make Compensation for all Injury consequent or arising therefrom, except the same Injury shall occur by any Cause which they, using due Care and Diligence, could not control or prevent.

Protecting Property of Sir Cornwallis Ricketts.

41. If the Company enter upon, take, or use any Portion of the Estate at *Cheltenham* known as "The *Elms*," comprising the Properties numbered on the deposited Plans 28, 29, 30, 31, and 32 in the Parish of *Cheltenham*, and if within Three Calendar Months after Notice duly given by them of their Desire or Intention so to do Sir *Cornwallis Ricketts* Baronet, or other the Owner or Owners for the Time being of the said Estate, shall by Notice in Writing require the Company to purchase the whole of the said Estate, the Company shall and they are hereby required to purchase the same accordingly in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845."

Company not to take Lands belonging to the Midland Railway Company without Consent.

42. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon or use, either permanently or temporarily, any of the Lands belonging to the *Midland* Railway Company, or to alter, vary, or interfere with the *Midland* Railway or any of the Works thereof, further or otherwise than is necessary for the Construction of double Lines of Railway in the Course defined on the Plans referred to and deposited as herein-before mentioned, and for the proper and convenient Junctions between the *Midland* Railway and the Railways No. 2. and No. 3. hereby authorized, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *Midland* Railway Company under their Common Seal.

Mode of effecting Junction with Midland Railway.

43. The Junctions between the Railways No. 2. and No. 3. hereby authorized and the *Midland* Railway shall be made at the Points where, according to the Plans deposited as in this Act mentioned, such Railways appear to communicate therewith, and at no other Points, without the Consent in Writing of the *Midland* Railway Company under their Common Seal first had and obtained; and all Communications between the Railway hereby authorized and the *Midland* Railway shall be effected in a substantial Manner by means of Connexion Rails and Points of the Construction and laid in the Manner which the Engineer for the Time being of the *Midland* Railway Company may from Time to Time approve and require, and shall be executed to his Satisfaction in all respects, and in case of any Difference arising as to the Mode of effecting such Communication the same

same shall be determined at the Cost of the Company by a Referee to be appointed by the Board of Trade on the Application of either Company.

Saving Rights of the Midland Railway Company.

44. Provided always, That, except as by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *Midland* Railway Company.

Lands for extraordinary Purposes.

45. The Quantity of Land to be taken by the Company adjoining or near to the Railways for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Six Acres.

Period for Completion of Works.

46. The Railways and Works by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railways and Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Money deposited in the Court of Chancery to be forfeited to the Crown in a certain Event.

47. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Forty-eight thousand Pounds has been deposited pursuant to the said Act in respect of the Application to Parliament for this Act, being Eight *per Centum* upon the estimated Cost of the Railways: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Money so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railways for public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited

deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum so deposited shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum so deposited if the Company shall not, within the Time limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

48. The Company may demand and take for the Use of the Railways, and for the Supply of Carriages, Waggons, or Trucks, any Tolls not exceeding the following; (that is to say,)

For Passengers.

First, in respect of Passengers conveyed upon the Railways or any Part thereof, as follows:

For every Person, Twopence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile.

Second,

For Animals.

Second, in respect of Animals conveyed upon the Railways or any Part thereof, as follows:

Class 1. For every Horse, Mule, or other Beast of Draught or Burden, Threepence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 2. For every Ox, Cow, Bull, or Neat Cattle, Twopence *per* Head *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 3. For every Calf, Pig, Sheep, Lamb, and other small Animal, One Penny each *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Halfpenny *per* Mile.

Tonnage on Articles of Merchandise.

Third, in respect of Goods and other Things conveyed upon the Railways, or any Part thereof, as follows:

Class 4. For all Pig Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Bullets, and Rolled Iron, Wrought Iron, Charcoal, Chalk, Lime, Bricks, Salt, Sand, Fireclay, Cinders, Slag, and Stone, *per* Ton *per* Mile Twopence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 5. For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, Coal, Coke, Culm, Cannel, Ironstone, Iron Ore, Limestone, Stones for building, pitching, and paving, Tiles, Slates, and Clay (except Fireclay), and for Wrought Iron not otherwise specifically classed herein, and for heavy Iron Castings, including Railway Chairs, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 6. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per* Ton *per* Mile Twopence Halfpenny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

Class 7. For Cotton and other Wools, Drugs, and manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For every Carriage of whatever Description (not being a Carriage adapted and used for travelling on a Railway, and not weighing more

more than One Ton,) conveyed on a Truck or Platform belonging to the Company, Sixpence *per* Mile; and a like Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which any such Carriage may weigh.

Tolls for propelling Power.

49. The Company may demand for the Use of Engines for propelling Carriages on the Railways any Sum not exceeding One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles.

Maximum Rates of Charge.

50. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers along the Railways, including the Tolls for the Use of the Railways and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums; (that is to say,)

For every Passenger conveyed in a First-class Carriage, Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny Farthing *per* Mile.

For Animals and Goods.

51. And the maximum Rates of Charges to be made by the Company for the Conveyance of Animals and Goods, including the Tolls for the Use of the Railways and Waggons or Trucks, and for locomotive Power, and every other Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for delivering and Collection, and any other Services incidental to the Duty or Business of a Carrier, where such Services or any of them are or is performed by the Company), shall not exceed the following Sums; (that is to say,)

For every Animal in Class 1, Fourpence *per* Mile:

For every Animal in Class 2, Threepence *per* Mile:

For every Animal in Class 3, One Penny Halfpenny *per* Mile:

For everything in Class 4, Twopence Halfpenny *per* Ton *per* Mile:

For everything in Class 5, One Penny Halfpenny *per* Ton *per* Mile:

For everything in Class 6, Threepence *per* Ton *per* Mile:

For everything in Class 7, Fourpence *per* Ton *per* Mile:

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried on a Truck or Platform, *per* Mile Sixpence; and for every Quarter of a Ton beyond One Ton, One Penny Halfpenny.

Regulations as to Tolls.

52. The following Provisions and Regulations shall be applicable to the fixing of such Tolls and Charges; (that is to say,)

For Articles or Persons conveyed on the Railways for a less Distance than Six Miles the Company may demand Tolls and Charges as for Six Miles:

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Animals and Merchandise for such Fraction in proportion to the Numbers of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Numbers of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so on in proportion for any smaller Quantity:

No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railways which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Tolls for small Parcels and single Articles of great Weight.

53. And with respect to small Packages and single Articles of great Weight, be it enacted, That, notwithstanding the Rates of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage on the Railways, or any Part thereof, of any Parcel not exceeding Seven Pounds in Weight, Fourpence:

For the Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Sixpence:

For the Carriage of any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Ninepence:

For the Carriage of any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, One Shilling:

And for the Carriage of any Parcel exceeding Fifty-six Pounds but not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which including the Carriage shall exceed

Four

Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which with the Carriage shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Passengers Luggage.

54. Every Passenger travelling upon the Railways may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Company may take increased Charges by Agreement.

55. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Restriction as to Charges not to apply to Special Trains.

56. Provided also, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the Railways, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railways.

Tolls may be taken by other Companies subject to Working Agreement.

57. If under the Provisions of this Act, or of "The Railways Clauses Consolidation Act, 1845," or any Contract or Agreement authorized by this Act, the Company agree with any other Company for the Use by any such other Company of Railways, then and in such Case during such Contract or Agreement Tolls and Charges not exceeding such as are authorized by this Act may be demanded and taken by such other Company upon or in respect of the Railways in accordance with the Terms and Stipulations of such Contract or Agreement; and such Tolls and Charges, or any agreed proportionate Part thereof, shall be paid over to the Company, or be retained by such other Company for their own Use or Benefit, subject to such Deductions, Payments, or Liabilities as may be provided for in such Contract or Agreement.

Providing for joint Ownership of Railways between

58. The Company shall construct Railway No. 2. and so much of Railway No. 1. as lies between the Junction therewith of the said Railway No. 2. and the proposed Junction therewith of the *Bourton-on-*

Andoversford and Cheltenham.

on-the-Water Extension Railway at or near *Andoversford*, with a double Line of Rails on the Narrow Gauge; and if within Nine Months after the said Railways shall have been constructed and opened for public Traffic the *Bourton-on-the-Water* Railway Company shall pay to the Company by this Act incorporated One Moiety of the Expenses of obtaining the Land and Property for the Purposes of the said Portions of Railway, and of constructing and completing such Railways, the Amount so to be paid being, if not agreed on between the Companies, certified by an Engineer to be appointed by the Board of Trade on the Application of either Company, then so much of the Railways as are the Subject of this Clause, together with the Land acquired for the Purposes of the same, shall thenceforth become the joint Property of the said Companies in equal Shares, and shall be maintained by them equally, and may be used by the said Two Companies, or by any other Companies working their respective Railways, without Payment of Tolls, and shall be managed by a joint Committee consisting of Two Nominees of each Company, who shall appoint a permanent Arbitrator for the Settlement of Disputes between the Companies: Provided always, that the Company shall not, without the Consent of the *Bourton-on-the-Water* Railway Company, open for Traffic any Part of the Railways hereby authorized between *Andoversford* and *Fairford* until the Portions of Railway herein-before mentioned are ready to be so opened.

Power to Bourton-on-the Water Company to elect running Powers.

59. Provided also, That if the *Bourton-on-the-Water* Railway Company shall elect, instead of becoming joint Owners of the said Portions of Railway, to use the same with their own Engines and Carriages and Servants upon Payment of Toll, and shall, within Nine Months after the Construction and opening for public Traffic of the said Portions of Railway, give Notice in Writing under their Common Seal to the Company of such their Election, it shall thenceforth be lawful for the *Bourton-on-the-Water* Railway Company, and for any Company working their Railway, to run over and use with their own Engines, Carriages, and Servants, and for the Purposes of Traffic of every Description, the said Portions of Railway, and the Stations, Works, and Conveniences connected therewith, upon such Terms and Conditions, and upon Payment of such Tolls and Charges, and subject to such Regulations, as, in default of Agreement between the Companies, shall be settled by Arbitration in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845."

Providing for Mixed Gauge over Railways 1, 2, and 5.

60. The Railways No. 1, No. 2, and No. 5. shall be so constructed as to admit of a double Line of Rails for a Mixed Gauge to be laid down, maintained, and worked thereon, if required, as herein-after provided; and so much of the said Railway No. 1. as lies between its Commencement in the Parish of *Badgworth* and the Junction of

Railway

Railway No. 2. therewith shall be constructed with a double Line of Rails on the Narrow Gauge.

Power to Great Western Railway Company to require Broad Gauge to be laid down.

61. If within Three Years after the passing of this Act the *Great Western* Railway Company shall by Writing under their Common Seal require that additional Rails for a Mixed Gauge shall be laid down upon the said Railways No. 1, No. 2, and No. 5, then (subject to Proviso herein-after contained) the Company shall with all convenient Despatch lay down and shall thereafter (so long as the *Great Western* Railway Company shall require) maintain such additional Rails as aforesaid for the working the said Railways upon a Mixed Gauge: Provided always, that the Company shall not be required to lay down the said additional Lines of Rail for the Purposes of the Mixed Gauge unless the *Great Western* Railway Company shall have agreed with the Company to convey upon the Broad Gauge over the said Portions of Railway such an Amount of Traffic as shall secure a reasonable annual Return to the Company for their additional Outlay of Capital; and if any Question shall arise between the Company and the *Great Western* Railway Company as to the Amount of Traffic which ought to be so secured, such Question shall be referred to an Arbitrator to be appointed by the Board of Trade upon the Application of either Company.

As to Use of Railways by Great Western Company.

62. In the event of the additional Rails being laid down as last aforesaid for the working of the said Railways upon a Mixed Gauge, the *Great Western* Company may use with their Engines and Carriages adapted to the Broad Gauge, for all Traffic passing to and from the Main Line of the *Great Western* Railway from and to *Cheltenham*, the Railways aforesaid; and the Terms of such User, and all Questions connected therewith, shall, in case of Difference between the Company and the *Great Western* Railway Company, be settled by an Arbitrator to be appointed by the Board of Trade upon the Application of either Company.

Power to Bourton-on-the-Water Company to run over Railway No. 3.

63. The *Bourton-on-the-Water* Railway Company, and any Company working their Railway, may use with their Engines, Carriages, and Servants, and for the Purposes of Traffic of every Description, the Railway No. 3., and so much of Railway No. 1. as lies between the Junction therewith of Railway No. 2. and the Commencement thereof in the Parish of *Badgworth*, together with the Stations, Sidings, Works, and Conveniences of the Company connected therewith respectively, upon such Terms and Conditions, and upon the Payment of such Tolls and Charges, and subject to such Regulations, as in default of Agreement between the Companies shall be settled by Arbitration in manner prescribed by "The Railways Clauses Consolidation Act, 1845."

As to Junction with Bourton-on-the-Water Extension Railway.

64. The Company shall make all necessary Arrangements for the Junction with their Railway of the Extension of the *Bourton-on-the-Water* Railway, authorized in the present Session of Parliament, at *Andoversford*, in the Fields numbered on the Plans deposited as aforesaid with relation to this Act 24 in the Parish of *Whittington*, and 22 and 27 in the Parish of *Dowdeswell*, or any or either of them: Provided that nothing herein contained shall authorize the Company to enter upon any Land or to construct any Works other than those shown on the said deposited Plans and Sections.

Power to use Witney Railway.

65. The Company may pass over and use with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, the *Witney* Railway, together with the Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Booking and other Offices, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said Railway, and the *Witney* Railway Company shall afford all reasonable Facilities for that Purpose.

Terms of such Use.

66. The Terms, Conditions, and Regulations to which the Company shall be subject in respect of the said Use of the *Witney* Railway, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the *Witney* Railway Company, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decision of such Arbitrator shall be binding and conclusive on the Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and either of the said Companies who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

For protecting local Traffic.

67. In exercising the Powers herein-before granted it shall not be lawful for the Company, unless with the Consent in Writing of the *Witney* Railway Company, to take up at any Station of the same Company any Passengers, Parcels, Animals, Goods, or Minerals, and to deliver the same at another Station of the same Company; and if the Company violate this Enactment they shall for every such Violation pay to the *Witney* Railway Company Fifty Pounds by way of Penalty.

Byelaws to be observed.

68. The Company in using or traversing the said Railway, and in using the Stations, Works, and Conveniences in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations

Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the Company.

Power to enter into Traffic Arrangements with Midland Railway Company.

69. The Company and the *Midland* Railway Company may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

The Management, Use, and Working of the Railways hereby authorized:

The Interchange, Accommodation, Conveyance, and Delivery of Traffic coming from or destined for the Undertakings of the contracting Companies, and the fixing and Division between the said Companies of the Receipts arising from such Traffic.

Saving existing Right to contract.

70. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from "The Railways Clauses Consolidation Act, 1845," or from the general Law.

Interest not to be paid on Calls paid up.

71. It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of Capital raised under this Act.

72. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railways not exempt from Provisions of present and future General Acts.

73. Nothing herein contained shall be deemed or construed to exempt the Railways or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament,

Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Short Title. Expenses of Act.

74. This Act may be cited as "The *East Gloucestershire* Railway Act, 1864;" and all the Expenses of obtaining this Act, or preparatory or incident thereto, shall be paid by the Company.

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