ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. cxiv.

An Act for making a Railway from the *Ashchurch and Evesham* Railway of the *Midland* Railway Company, in the Parish of *Saint Lawrence, Evesham*, in the County of *Worcester*, to the *Redditch* Railway at *Redditch*, with a Branch to the *West Midland* Railway; and for other Purposes. [13th *July* 1863.]

WHEREAS the making of a Railway from the *Ashchurch and Evesham* Railway of the *Midland* Railway Company, in the Parish of *Saint Lawrence, Evesham*, in the County of *Worcester*, to the *Redditch* Railway at *Redditch*, with a Branch to the *West Midland* Railway, as herein-after described, would be of great public and local Advantage: And whereas Plans and Sections of the proposed Railway and Branch, showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through which the same are intended to pass or which may be required for the Purposes of the Undertaking, have been deposited with the Clerks of the Peace for the Counties of *Worcester* and *Warwick* respectively, and those

Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to carry the said Undertaking into execution if authorized so to do, and are desirous of being incorporated into a Company for that Purpose: And whereas it is expedient that the Company hereby incorporated (and herein-after called "the Company,") and the *Midland* Railway Company should be empowered to enter into such Arrangements as are herein-after mentioned with respect to the Railway, Branch Railway, and Works by this Act authorized to be constructed: And whereas the Objects of this Act cannot be effected 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may be cited for all Purposes as "The *Evesham and Redditch* Railway Act, 1863."

8 & 9 Vict. cc. 16. 18. & 20. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," (save so far as any of the Sections and Provisions of those Acts respectively are by this Act expressly varied or excepted,) shall respectively be incorporated with and form Part of this Act.

Same Meaning to Words in incorporated Acts as in this Act.

3. The Expression "the Railway" used in this Act means the Railway and Branch Railway and Works by this Act authorized; the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common simple Contract Debt and not a Debt or Demand created by Statute, and the several other Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Subscribers incorporated.

4. *Edward Holland*, *Thomas White*, *James Smith*, *Benjamin Bomford*, *William Smith*, 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 Purpose of making and maintaining the Railway to be called "The *Evesham and Redditch* Railway," and for other the Purposes of this Act, and for such Purposes shall be incorporated by the Name of "The *Evesham and Redditch* Railway Company," and

and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and to put this Act in all respects into execution.

Capital and Number and Amount of Shares.

5. The Capital of the Company shall be One hundred and forty-nine thousand Pounds, and the Number of Shares into which the Capital shall be divided shall be Fourteen thousand nine hundred, and the Amount of each Share shall be Ten Pounds.

Calls.

6. Two Pounds *per* 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 intervene between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon such Share.

Power to borrow on Mortgage.

7. The Company may borrow on Mortgage any Monies not exceeding in the whole Forty-nine thousand six hundred Pounds, but no Part thereof shall be borrowed until the whole of the Capital of One hundred and forty-nine 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 all such Capital has been subscribed for or taken, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable (of which Proof having been given, the Certificate of such Justice under that Section shall be sufficient Evidence).

Arrears may be enforced by Appointment of Receiver.

8. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any Mortgage by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Ten thousand Pounds.

Application of Monies.

9. All Monies raised under this Act, whether by Shares or by borrowing, shall be applied only for the Purposes of this Act.

Interest not to be paid on Calls paid up.

10. The Company shall not, out of any Money by this Act authorized to be raised, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him: Provided that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made, as is in conformity with "The Companies Clauses Consolidation Act, 1845."

11. The

Deposits for future Bills not to be paid out of the Company's Capital

11. The Company shall not out of any Money by this Act authorized to be raised pay or deposit any Sum of Money which by any Standing Order of either House of Parliament from Time to Time 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 execute any other Work or Undertaking.

First and subsequent General Meetings.

12. 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 Twice in every Year, in the Months of *February* or *March*, and *August* or *September*, as the Directors may appoint.

Quorum of General Meetings.

13. The Quorum of General Meetings of the Company shall be Ten Shareholders present, personally or by proxy, holding in the aggregate not less than Five thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

14. The Number of the Directors shall be Six, and the Qualifications of a Director shall be the Possession in his own Right of Twenty Shares in the Capital of the Company.

Quorum of Directors.

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

First Directors.

16. *Edward Holland*, *Benjamin Bomford*, *William Smith*, *John Edward Clift*, and *Alan Lambert* shall be the First Directors of the Company.

Election of Directors at First Ordinary Meeting.

17. The Directors appointed by this Act 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.

Subsequent Election of Directors.

18. At the First Ordinary Meeting in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf, and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having died or resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said last-mentioned Act.

19. The

Newspaper for Advertisements.

19. The Newspaper for Advertisements shall be any Newspaper published in the County of *Worcester*.

Power to make Railway according to deposited Plans.

20. Subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Company from Time to Time may make and maintain the Railway herein-after described, with all proper Works, Approaches, Stations, and Conveniences connected therewith, in the Lines and upon the Lands delineated on the deposited Plans and described in the deposited Books of Reference, and according to the Levels defined on the deposited Sections, and may enter upon, take, and use such of those Lands as shall be necessary for such Purpose.

Description of Railway.

21. The Railway, Branch Railway, and Works by this Act authorized, comprise the following:—

A Railway commencing in the Parish of *St. Lawrence, Evesham*, in the County of *Worcester*, by a Junction with the Railway (now in course of Construction) of the *Midland* Railway Company from *Ashchurch* to *Evesham*, in a Field or Garden numbered 313 on the Plans referred to in and deposited for the Purposes of "The *Midland* Railway (new Lines) Act, 1861," and terminating in the Township of *Redditch* in the Parish of *Tardebigg* in the County of *Worcester* by a Junction with the *Redditch* Railway at a Point thereon, Twenty Yards or thereabouts North of the Booking Office at the *Redditch* Station of that Railway;

And a Branch Railway commencing by a Junction with the before-mentioned intended Railway in a Field belonging to *Edward Charles Rudge* Esquire, in the Occupation of *John Collins*, and numbered 478 in the Parish Map of the Parish of *All Saints, Evesham*, and terminating by a Junction with the Main Line of the *West Midland* Railway at a Point thereon One Furlong and One hundred Yards or thereabouts East of the Bridge which carries the Turnpike Road from *Evesham* to *Alcester* over that Railway, which intended Branch Railway will be situate wholly within the Parish of *All Saints, Evesham*, in the County of *Worcester*.

Power to alter Engineering Works.

22. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch, or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby

hereby empowered to grant such Certificates, provided it shall appear to them upon due Inquiry that the Company has acted in the Manner with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Inclination of certain Roads.

23. In carrying the Road numbered 311 on the deposited Plans in the Parish of *Coughton* over the Railway the Company may make that Road of any Inclination not steeper than One in Sixteen on one Side of the Bridge and level on the other.

Mode of effecting Communications with Midland Company

24. The Junction between the Railway hereby authorized and the *Midland* Railway shall be made at the Points where, according to the Plans deposited as in this Act mentioned, such Railway appears 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 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.

Expenses of Communication to be borne by the Company.

25. The Expenses of the Communications hereby authorized with the *Midland* Railway, and of the necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting such Communications, and for altering, amending, repairing, and maintaining such Openings, Rails, and Points, and of regulating and adjusting the same, shall be borne and paid by the Company; and all such Communications, Openings, and Works shall be made and done, and shall also from Time to Time be altered, amended, repaired, and maintained by the Company, under the Direction and Superintendence and to the Satisfaction of the Engineer for the Time being of the *Midland* Railway Company, and in such Manner and Form and by such Ways and Means only as shall not in any wise prejudice or injure the *Midland* Railway, or impede or interfere with the free, uninterrupted, and safe Passage along the same.

26. The

Signals to be erected and maintained, and Persons appointed by the Midland Railway Company to prevent Danger at Point of Junction.

26. The *Midland* Railway Company from Time to Time may erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, Switchmen, or other Person, as that Company deem necessary for the Prevention of Danger or Detention to or Interference with Traffic at and near the Junction between the Railway and the *Midland* Railway, and the working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, Switchmen, and other Servants, shall belong exclusively to the *Midland* Railway Company, and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Pointsmen, Switchmen, and other Persons shall, at the End of every Half Year, be repaid by the Company to the *Midland* Railway Company, on Demand; and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *Midland* Railway Company in any Court of competent Jurisdiction.

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

27. Nothing in this Act contained shall extend to 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 which that Company are authorized to acquire under and for the Purposes of the *Midland* Railway (new Lines) Act, 1861, or to alter, vary or interfere with the *Midland* Railway or any of the Works thereof further or otherwise than is necessary for the proper and convenient Junction between their said Railway and the Railway 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.

Company to acquire only Easements in Land of the Midland Railway Company.

28. With respect to any Land of the *Midland* Railway Company or which they are authorized to acquire as aforesaid, and which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take and the *Midland* 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.

Saving Rights of the Midland Railway Company.

29. Provided always, That, except as is 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.

Land, &c. of West Midland Railway

30. No more of the Land or Property of the *West Midland* Railway Company shall be taken or used for the Purposes of this Act than shall be absolutely required for the Purpose of effecting the Junction

Company not to be taken without their Consent.

Junction and Crossing by this Act authorized, and constructing the Railway through the Property numbered 34 in the Parish of *All Saints*, *Evesham*, in the County of *Worcester*, on the deposited Plans, without the Consent of the *West Midland* Railway Company under their Common Seal first had and obtained.

Communications with the West Midland Railway.

31. The Junction of the Railway with the *West Midland* Railway, and all such Openings in the Ledges, Switches, or Flanches of such last-mentioned Railway as may be necessary or convenient for effecting such Junction, and all other Works affecting the *West Midland* Railway, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *West Midland* Railway Company.

Mode of effecting Communications with West Midland and Redditch Railways.

32. The Communication between the Railway and the *Redditch* 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 *Redditch* 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 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.

Expenses of Communications to be borne by the Company.

33. The Expenses of the Communications hereby authorized with the *West Midland* Railway and the *Redditch* Railway respectively, and of the necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the Company, and all such Communications, Openings, and Works shall be made and done and shall also from Time to Time be altered, amended, repaired, and maintained by the Company under the Direction and Superintendence and to the Satisfaction of the Engineers for the Time being of the *West Midland* and *Redditch* Railway Companies respectively, and in such Manner and Form and by such Ways and Means only as shall not in anywise prejudice or injure the Railway with which such Junction may be formed or impede or interfere with the free, uninterrupted, and safe Passage along the same.

Signals, &c. to be erected and maintained, and proper Persons appointed by

34. The *West Midland* Railway Company and the *Redditch* Railway Company respectively may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger or Detention to or Interference with

with Traffic at and near the Junction between their respective Railways and the Railway, and the working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, Switchmen, and other Persons shall belong exclusively to the *West Midland* and *Redditch* Railway Companies respectively, and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Pointsmen, Switchmen, and other Persons, shall at the End of every Half Year be repaid by the Company to those Companies respectively, on Demand, and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *West Midland* and *Redditch* Railway Companies respectively in any Court of competent Jurisdiction.

the West Midland and Redditch Railway Companies to prevent Danger at Point of Junction.

35. Provided always, That, except as is 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 *West Midland* Railway Company and the *Redditch* Railway Company.

Saving Rights of Companies.

36. The Company from Time to Time may purchase by Agreement for extraordinary Purposes, as defined in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding Five Acres.

Land for extraordinary Purposes.

37. The Powers of the Company under this Act for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Powers for compulsory Purchases limited.

38. The Railway 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 Railway or otherwise in relation thereto shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Period for Completion of Works.

39. Any Traffic destined to pass between any Part of the Railway, including *Redditch*, and any Part of the *West Midland* Railway, shall be carried by the Company over the Railway at Fares, Rates, and Charges not exceeding the Fares, Rates, and Charges demanded or taken by the Company on any Part of their Railway for any other Traffic of the same Description which shall be carried by them over any Part of the Railway, unless such last-mentioned Fares, Rates, and Charges shall be lower than the Fares, Rates, and Charges demanded or taken by the *West Midland* Railway Company on any Portion of their Railway in respect of any particular Traffic destined to pass on any Part of the Railway, in which

For facilitating Transmission of Traffic.

Case the Fares, Rates, and Charges payable to the Company in respect of such particular Traffic shall be the Fares, Rates, and Charges so demanded and taken by the *West Midland* Railway Company in respect thereof, and so from Time to Time, and in regard to the Traffic first above mentioned the Company shall afford the same Facilities, Advantages, and Accommodation in every respect for receiving, forwarding, and delivering the same, and for the Return of Carriages, Trucks, and other Vehicles, as shall be reasonably required by the *West Midland* Railway Company, or as shall be afforded by the Company to or for the Purposes of any other Traffic of the same Description or any Part of the Railway; and if the Company shall decline or refuse (after Notice from the *West Midland* Railway Company) to observe any of the above Stipulations, any Complaint of the last-mentioned Company thereupon shall, from Time to Time, be determined by Arbitration in accordance with the "Railway Companies Arbitration Act, 1859;" and if the Arbitrator shall be of opinion that the Complaint is well founded he may give such Orders and Directions in the Matter as in his Opinion shall be fit and proper for the Removal of the Complaint; and if the Company shall decline or refuse to obey any such Order or Direction then, upon Proof of the Fact to the Satisfaction of the Arbitrator, the *West Midland* Railway Company shall be entitled thenceforth to use, with Engines, Carriages, and otherwise, the Railways and any Parts thereof respectively, and any Stations on the same respectively, including *Redditch*, and all the Works and Conveniences thereof or connected therewith, on such Terms and Conditions in every respect as in case of Difference shall be determined by Arbitration in accordance with the "Railway Companies Arbitration Act, 1859;" and for the Purposes of this Enactment the Word "Company" shall include any Company lawfully working and managing the Railways.

Security for Completion of Railway within Time limited.

40. Whereas, pursuant to the Standing Orders of both Houses of Parliament and to an Act of the Session of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Eleven thousand two hundred Pounds has been deposited pursuant to the said Act, in respect of the Application to Parliament for this Act being Eight *per Centum* upon One hundred and forty thousand Pounds, the estimated Cost of the Railway: Be it enacted, That notwithstanding anything contained in the said recited Act, the Sum of Eleven thousand two hundred Pounds 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 Survivor or Survivors of them, unless the Company shall previously to the Expiration of the Period limited by this Act for the Completion of the Railway either open the Railway for the

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 Railway 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 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 of Eleven thousand two hundred Pounds 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 of Eleven thousand two hundred Pounds, if the Company shall not within the Time limited for the Completion of the Railway either open the Railway 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 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 be 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.

41. It

Power to take Tolls.

41. It shall be lawful for the Company to demand upon or in respect of the Railway any Tolls not exceeding the following; (that is to say,)

Tonnage on Merchandise.

In respect of all Articles conveyed thereon, or upon any Part thereof and included in the following Classes:

CLASS 1. For all Compost, Dung, and all Sorts of Manure, Lime and Limestone, and Salt, and all undressed Materials for the Repair of public Roads or Highways, and for all Coals, Coke, Culm, Charcoal, and Cinders, not exceeding, for the Use of the Railway, One Penny Halfpenny *per* Ton *per* Mile; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

CLASS 2. For all Stones for building, pitching, and paving, all other Stones, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, not exceeding, for the Use of the Railway, One Penny Halfpenny *per* Ton *per* Mile; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

CLASS 3. For all Sugar, Grain, Corn, Flour, Hides, Dye Woods, Earthenware, Timber, Deals, Metals, (except Iron,) Nails, Anvils, Vices, and Chains, not exceeding, for the Use of the Railway, Twopence *per* Ton *per* Mile; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

CLASS 4. For all Cotton and other Wools, Drugs, Manufactured Goods, and other Wares, Merchandise, Fish, Articles, Matters, or Things, not exceeding, for the Use of the Railway, Threepence *per* Ton *per* Mile; and, if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

CLASS 5. 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, not exceeding, for the Use of the Railway, Fourpence *per* Mile; and if any such Carriage be conveyed on a Truck or Platform provided by the Company, an additional Sum *per* Mile not exceeding Twopence; and for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton beyond One Ton which any such Carriage may weigh, an additional Sum of One Penny Halfpenny.

Tolls for Animals.

In respect of Animals conveyed in Carriages upon the Railway, as follows:

CLASS 6. For every Horse and Ass, and other Beast of Draught or Burden, conveyed in or upon any such Carriage, not exceeding, for the Use of the Railway, Threepence *per* Mile; and if conveyed in or upon

upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Penny:

CLASS 7. For every Ox, Cow, Bull, or Head of Neat Cattle conveyed in or upon any Carriage, not exceeding, for the Use of the Railway, Twopence *per* Mile; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Penny:

CLASS 8. For every Calf or Pig conveyed in or upon any Carriage, not exceeding, for the Use of the Railway, One Penny *per* Mile; and if conveyed in or upon any Carriage provided by the Company an additional Sum *per* Mile not exceeding One Halfpenny:

CLASS 9. For every Sheep, Lamb, or other small Animal conveyed in or upon any Carriage, not exceeding, for the Use of the Railway, One Penny *per* Mile; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Halfpenny.

Tolls for Passengers.

In respect of Passengers conveyed in Carriages upon the Railway, as follows:

For every Person conveyed in or upon any Carriage, not exceeding, for the Use of the Railway, Twopence *per* Mile; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Penny.

Tolls for propelling Power.

42. For the Use of any Engine provided by the Company for drawing or propelling Carriages on the Railway, the Company may demand any Toll not exceeding One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls by this Act authorized to be taken.

Regulations respecting Tolls.

43. The following Provisions and Regulations shall be applicable to the fixing of the Tolls and maximum Rates of Charge; (that is to say,)

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

With respect to Passengers, any Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, shall be deemed One Mile;

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may in respect of Animals and Goods demand Tolls and Charges in proportion to the Number of Quarters of a Mile contained in such Fraction, and for this Purpose a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile;

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and for

this Purpose a Fraction of a Quarter of a Ton 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 Weight, and so in proportion for any smaller Quantity.

Tolls for small Parcels and single Articles of great Weight.

44. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand Tolls not exceeding the Tolls following; (that is to say,)

For Parcels not exceeding Seven Pounds in Weight, any Sum not exceeding Fourpence;

For Parcels exceeding Seven Pounds and not exceeding Fourteen Pounds, any Sum not exceeding Fivepence;

For Parcels exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds, any Sum not exceeding Sevenpence;

For Parcels exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds, any Sum not exceeding Ninepence;

For Parcels exceeding Fifty-six Pounds and less than Five Hundredweight, 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 Tons but shall not exceed Eight Tons, the Company may demand any Sum not exceeding, for the Use of the Railway, Sixpence *per* Ton *per* Mile;

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

Passengers Luggage.

45. Every Passenger travelling upon the Railway 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.

46. The

Maximum Tolls for Passengers.

46. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

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

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

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

Maximum Tolls for Goods.

47. The maximum Rates of Charge to be made by the Company for the Conveyance of Animals and Goods, Articles, Matters, and Things, including the Tolls for the Use of the Railway and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services, or any of them, are or is performed by the Company,) shall not exceed the Amounts herein-after limited; (that is to say,)

For Matters comprised in Class 1, not exceeding One Penny Halfpenny *per* Ton *per* Mile:

For Matters comprised in Class 2, not exceeding Twopence *per* Ton *per* Mile:

For Matters comprised in Class 3, not exceeding Threepence *per* Ton *per* Mile:

For Matters comprised in Class 4, not exceeding Fourpence *per* Ton *per* Mile:

For any Carriage comprised in Class 5, not weighing more than One Ton, not exceeding Sixpence *per* Mile; and if weighing more than One Ton, not exceeding Sixpence *per* Mile for the First Ton, and One Penny Halfpenny *per* Mile for every Quarter of a Ton, or fractional Part of a Quarter of a Ton, beyond the First Ton:

For every Animal comprised in Class 6, not exceeding Fourpence *per* Mile:

For every Animal comprised in Class 7, not exceeding Threepence *per* Mile:

For every Animal comprised in Class 8, not exceeding One Penny Halfpenny *per* Mile:

For every Animal comprised in Class 9, not exceeding One Penny Halfpenny *per* Mile.

48. No

Terminal Stations defined.

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

Special Trains.

49. The Restrictions as to the Charge to be made for Passengers shall not extend to any Special Train that may be required to be run upon the Railway, 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 Railway.

Power to take extra Tolls by Agreement.

50. This Act, or anything herein contained, shall not prevent the Company from taking over and above the Charges by this Act limited any increased Charges for the Conveyance of Goods of any Description by Agreement with the Owners or Persons in charge of such Goods, either by reason of any special Service performed by the Company in relation thereto or in respect to the Conveyance of any Goods (other than small Parcels) by Passenger Trains.

Power to enter into Traffic Arrangements.

51. The Company and the *Midland* Railway Company may from Time to Time enter into and carry into effect Contracts with respect to the following Purposes, or any of them, and all incidental Matters; (that is to say,)

The Maintenance and Repair, Management, and working by the *Midland* Railway Company of all or any Part of the Railway of the Company, and of the Works and Conveniences belonging thereto:

The Regulation, Interchange, and Apportionment of the Traffic upon the Railway, and the Supply of any Rolling or Working Stock required for such Purposes:

The fixing, taking, and levying of the Tolls, Rates, and Charges upon and the Division between the contracting Companies of the Receipts arising from the Traffic upon the Railway, or any Part thereof:

The Payment by the contracting Companies to each other, in respect of all or any of those several Matters, of a fixed Interest or contingent Rent:

And any such Contract may be made for the same Period of Time with reference to all the Purposes of the Contract, or for different Periods with reference to different Purposes.

Agreement to be approved by Board of Trade not to affect Persons not Parties thereto.

52. No such Contract (save only as far as it might be entered into under the Provisions of "The Railways Clauses Consolidation Act, 1845," incorporated with this Act, or any other General Statute or Law from Time to Time in force and applicable to the contracting Companies respectively,) shall have any Operation until the same shall have been approved

approved by the Board of Trade, and no such Contract shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies Parties thereto shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of the Railway upon the same Terms and Conditions and on Payment of the same Tolls, Rates, and Charges as they would have been in case no such Contract had been entered into.

Assent of Shareholders.

53. The Board shall not approve such Contract without being satisfied that the same has been duly assented to by Three Fourths of the Votes of the Shareholders of each Company Party thereto respectively in Special Meeting assembled for that Purpose in manner herein-after mentioned.

Agreements between Companies may be revised by the Board of Trade.

54. At the Expiration of the first or any subsequent Period of Ten Years from the making of any such Contract requiring the Approval of the Board of Trade as aforesaid, or of any Revision of such Contract, the Board of Trade may if they are of opinion that any of the Terms or Conditions of the Contract are prejudicial to the public Interest, cause the same to be revised, and the Board of Trade shall have Power to declare any Modification required by that Board to be Part of such Contract, and thenceforth such Contract shall be construed and take effect accordingly.

Notice of Revision.

55. The Company, previously to the Expiration of each such decennial Period, shall give such Notice as the Board of Trade shall prescribe, that that Board has such Power and is about to enter upon such Revision, and will entertain Complaints with a view to the Removal of any Evil resulting from any such Contract.

Contracts may be renewed with the Approval of the Board of Trade.

56. At the Expiration or other sooner Determination of any such Contract as aforesaid, the Company and the *Midland* Railway Company, with the Consent in Special Meeting of the Shareholders of such Companies as by this Act required, and subject to the Approval of the Board of Trade, may enter into a further Contract for all or any of the Purposes aforesaid: Provided, that before such Companies shall enter into any such further Contract as aforesaid, they shall give Notice of their Intention so to do by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Two successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway is situated, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract, and desiring to object thereto, may bring such Objections before the Board of Trade, and no such Contract shall be valid

valid at Law or in Equity until the same shall have been approved by the Board of Trade, and provided further, that any such Contract during the Subsistence thereof shall be subject to the Revision of the Board of Trade on the Expiration of every Ten Years, as by this Act provided in regard to the first Contract or Agreement between the Companies Parties thereto.

Contracts inoperative until approved by Meetings of Shareholders. Meeting how to be convened.

57. No such Contract shall have any Operation or Effect unless and until the same shall have been submitted to and approved by a Majority of not less than Three Fourths of the Votes of the Shareholders present, personally or by proxy, at a Meeting of each Company Party thereto specially convened for the Purpose, and every such Meeting shall be called by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of the Company convening the same is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting.

Modification of Contracts.

58. Any such Contract may be varied or determined by Consent of the Parties thereto, but any such Variation or Determination shall not operate or take effect until assented to by the Shareholders in each Company, and by the Board of Trade in manner herein-before provided in case of any such further Contract, Notice of such intended Variation being also given previously to such Approval in manner aforesaid.

During Continuance of Contract Railway of contracting Companies to be considered Part of Railway.

59. During the Continuance of any Contract entered into under the Authority of this Act the Railways of the contracting Companies shall, for the Purposes of Tolls and Charges, be considered One Railway; and, in estimating the Amount of Tolls or Charges in respect of Traffic conveyed partly on the Railway of one Company and partly on the Railway of the other Company Parties to the Agreement, for a less Distance than Six Miles, Tolls and Charges may only be charged as for Six Miles; and in respect of Passengers, for each Mile or Fraction of a Mile beyond Six Miles, Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Six Miles, Tolls and Charges as for a Quarter of a Mile only, and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, and Goods, or other Matters, partly on the Railway and partly on the Railway of the *Midland* Railway Company.

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

60. Nothing in this Act contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future Session of Parliament, or from any future

future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges and of the Rates for small Parcels authorized by this Act.

Expenses of Act.

61. All the Costs, Charges, and Expenses of applying for, obtaining and passing this Act, or preparatory or incident thereto, shall be paid and discharged by the Company.

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