ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

****

Cap. clix.

An Act to confer additional Powers on the *Great Western* Railway Company with reference to an Agreement of the Twelfth of *November* 1846, for the Purchase by them of the *Birmingham and Oxford Junction*, and *Birmingham, Wolverhampton, and Dudley* Railways. [31st *August* 1848.]

WHEREAS an Act was passed in the Session of Parliament held in the Fifth and Sixth Years of the Reign of His Majesty King *William* the Fourth, intituled *An Act for* 5 & 6 W. 4
making a Railway from Bristol *to join the* London and Birmingham c. 107.
Railway near London, *to be called* "*The* Great Western *Railway*," *with Branches therefrom to the Towns of* Bradford *and* Trowbridge *in the County of* Wilts, whereby several Persons were incorporated by the Name and Style of "The *Great Western* Railway Company:" And whereas the Provisions of the said Act were amended and enlarged by several subsequent Acts passed respectively in the Sixth Year of the Reign of His said Majesty, and the First, the Second, the Seventh, and the Ninth Years of the Reign of Her present Majesty Queen *Victoria*, and in the last Session of Parliament: And whereas Two several Acts, called respectively "The *Birmingham* 9 & 10 Vict.
and Oxford Junction Railway Act, 1846," and "The *Birmingham and* cc. 337, 338.
Oxford Junction (*Birmingham Extension*) Railway Act, 1846," were

passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said present Majesty, whereby certain Persons were incorporated under the Name of "The *Birmingham and Oxford Junction* Railway Company," with Powers for the Sale or Lease of the said *Birmingham and Oxford Junction* Railway to the *Great Western* Railway Company, and of Purchase or Lease of the said Undertaking by the said last-mentioned Company: And whereas another Act, called "The *Birmingham, Wolverhampton, and Dudley* Railway Act, 1846," was passed in the said Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said present Majesty, whereby a Company was incorporated by the Name of "The *Birmingham, Wolverhampton, and Dudley* Railway Company:" And whereas the Provisions of the said Act were amended and enlarged by an Act passed in the last Session of Parliament: And whereas an Agreement was entered into on the Twelfth Day of *November* One thousand eight hundred and forty-six, between the Directors of the said *Great Western* Railway Company, the Directors of the said *Birmingham and Oxford Junction* Railway Company, and the Directors of the said *Birmingham, Wolverhampton, and Dudley* Railway Company, for the Purchase of the said *Birmingham and Oxford Junction* Railway, and of the said *Birmingham, Wolverhampton, and Dudley* Railway, by the said *Great Western* Railway Company, subject to certain Terms and Conditions therein mentioned; and by the said Agreement it was also provided that Powers should be taken for laying down the Broad Gauge in addition to the Narrow on the said Two Lines of Railway, and that an Arrangement should be made for blending the Board of Directors of the *Great Western* Railway Company with the Directors of the said *Birmingham and Oxford Junction* Railway Company and of the said *Birmingham, Wolverhampton, and Dudley* Railway Company, in such Manner as to give the *Great Western* Railway Company an effectual Control over the Expenditure of the said Two Companies: And whereas the Terms and Conditions of the said Agreement were, on the Fourth Day of *December* One thousand eight hundred and forty-six, submitted to Special General Meetings of the said Three Companies respectively, and the said Agreement was at such Meetings ratified and confirmed by the said Three Companies respectively: And whereas an Act was passed in the last Session of Parliament, called "The *Great Western* Railway Amendment and Extensions Act, 1847," whereby, after reciting the said "*Birmingham, Wolverhampton, and Dudley* Railway Act, 1846," and that the said Agreement of the Twelfth Day of *November* One thousand eight hundred and forty-six had been entered into and confirmed as aforesaid, it was enacted that it should be lawful for the *Great Western* Railway Company to purchase the Undertaking of the *Birmingham, Wolverhampton, and Dudley* Railway Company, together with all their Rights, Powers, Privileges, and Authorities in relation thereto, and to hold, use, exercise, and enjoy the same, and that the Agreement so entered into as aforesaid should be binding on the *Great Western* and the *Birmingham, Wolverhampton, and Dudley* Railway Companies respectively: And whereas the said *Birmingham and Oxford Junction* Railway Company and the said *Birmingham, Wolverhampton, and Dudley* Railway Company are willing and desirous that the said

9 & 10 Vict. c. 315.

10 & 11 Vict. c. 226.

Agreement

Agreement of the Twelfth Day of *November* One thousand eight hundred and forty-six should be fully and entirely carried into effect: And whereas further Powers are required from Parliament for the Purpose as well of carrying into full Effect the Objects of the said Agreement, by vesting the said *Birmingham and Oxford Junction* Railway in the *Great Western* Railway Company, as for enabling the last-mentioned Company efficiently to work the same in connexion with their Undertaking: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Agreement shall be and be construed to be in all respects valid and binding as well on the *Great Western* Railway Company and the *Birmingham, Wolverhampton, and Dudley* Railway Company as on the *Birmingham and Oxford Junction* Railway Company respectively.

For confirming said Agreement of 12th November 1846.

II. And be it enacted, That the *Great Western* Railway Company shall and they are hereby required forthwith to deliver, at the Expense of the said *Great Western* Railway Company, to each and every Shareholder in the *Birmingham and Oxford Junction* Railway Company and in the *Birmingham, Wolverhampton, and Dudley* Railway Company, who shall have paid the full Sum of Twenty Pounds *per* Share, with Interest (if any due) on all Shares held by him or her, a Security duly stamped and executed by the said *Great Western* Railway Company, under their Common Seal, for the Sum of Twenty Pounds *per* Share, and the further Sum of Ten Pounds Five Shillings *per* Share, making together the Sum of Thirty Pounds Five Shillings in respect of all the several Shares held by such Shareholder, such Sum of Thirty Pounds Five Shillings *per* Share to be by the said Security made payable at the Expiration of Six Months after the Completion and Opening of the *Birmingham and Oxford Junction* and *Birmingham, Wolverhampton, and Dudley* Railways, from *Fenny Compton* and *Stratford-on-Avon* through *Birmingham* to the Junction near *Wolverhampton*, or after the Completion and Opening of any Portion of the same Railways (if required by the said *Great Western* Railway Company, but not otherwise), with Interest payable half-yearly after the Rate of Five Pounds *per Centum per Annum* on the Sum of Twenty Pounds *per* Share, Parcel of the said Sum of Thirty Pounds Five Shillings *per* Share, from the Day on which the said Sum of Twenty Pounds *per* Share shall have been fully paid up on such Shares up to the Day of Payment of the Principal Monies secured by such Security, and with such Interest (if any) payable half-yearly on the Sum of Ten Pounds and Five Shillings *per* Share, the Residue of the said Sum of Thirty Pounds Five Shillings *per* Share as is provided for and may be payable under the Terms of the said Agreement, which Security, so far as concerns the Shareholders in the *Birmingham and Oxford Junction* Railway Company, shall be in the Form or to the Effect set forth in the Schedule (A.) to this Act annexed, and so far as concerns the Shareholders in the *Birmingham, Wolverhampton, and Dudley* Railway Company, in the Form or to the Effect set forth in Schedule (B.) to this Act annexed; and in default of the Delivery of such Security duly stamped as aforesaid, every such Shareholder

Securities for Purchase Money to be given.

Shareholder in the *Birmingham and Oxford Junction* Railway Company, or in the *Birmingham, Wolverhampton, and Dudley* Railway Company, as the Case may be, who shall have paid up the full Amount of Twenty Pounds *per* Share, with Interest (if any due) as aforesaid, on all Shares held by him or her, and who shall have given to the *Great Western* Railway Company Twenty Days Notice in Writing requiring the Delivery of such Security, shall be entitled forthwith, without tendering any Security to the *Great Western* Railway Company, to sue for and recover from the said *Great Western* Railway Company the said Sum of Thirty Pounds Five Shillings, and Interest (if any due), in respect of each Share in the *Birmingham and Oxford Junction* Railway Company, or in the *Birmingham, Wolverhampton, and Dudley* Railway Company, as the Case may be, held by such Shareholder, by Action at Law in any of Her Majesty's Courts of Law at *Westminster*, with full Costs of Suit, in lieu of the said Security; and the Sums of Money and Interest made payable by any such Security, if delivered as herein-before provided, shall be paid by the said *Great Western* Railway Company to the Person or Persons named in such Security, his, her, or their Executors, Administrators, or Assigns; and in default of such Payment by the *Great Western* Railway Company as last aforesaid, such Sums of Money and Interest shall be recoverable from them by the Person or Persons named in such Security, his, her, or their Executors, Administrators, or Assigns, by Action at Law in any of Her Majesty's Courts of Record at *Westminster*, with full Costs of Suit; and every such Security shall from Time to Time be transferable by Assignment, to be endorsed thereon and duly stamped, in the Form or to the Effect in the Schedule (C.) to this Act annexed, and the Assignee or Assignees of every such Security, his, her, or their Executors, Administrators, or Assigns, shall and may sue thereon as aforesaid in his or their own Name or Names; provided that if any such Action as aforesaid shall be brought by any such Shareholder in the *Birmingham and Oxford Junction* Railway Company, or in the *Birmingham, Wolverhampton, and Dudley* Railway Company respectively, against the said *Great Western* Railway Company for making default in the Delivery of any such Security, it shall be lawful for the said Company, at any Time before Plea pleaded in such Action, to deliver to the Plaintiff in such Action a Security duly stamped in the Form or to the Effect of the said Security set forth in Schedule (A.) or Schedule (B.), as the Case may be; and thereupon it shall be lawful for the Court wherein any such Action shall be brought to make and they are hereby required to make an Order, that upon Payment by the Defendant of the Costs incurred by the Plaintiff in such Action all further Proceedings therein shall be discontinued; and in case any such Plaintiff to whom any such Security as last aforesaid shall be tendered after Action brought shall refuse to accept the same, the said Company may plead such Tender in bar, and the same shall be deemed and taken to be a legal and valid Plea in bar of the further Maintenance of such Action, the said Defendants bringing such Security as last aforesaid into Court for the Use of the Plaintiff: Provided always, that every Shareholder in the *Birmingham and Oxford Junction* Railway Company, and in the *Birmingham, Wolverhampton, and Dudley* Railway Company respectively, who shall require any such

such Security to be given to him as aforesaid, in respect of any Share or Shares in the said Companies respectively, shall deliver to the said *Great Western* Railway Company the Banker's Receipt for the said Sum of Twenty Pounds *per* Share, or for the Balance thereof, or other Evidence showing such Sum of Twenty Pounds *per* Share to have been paid on such Share or Shares respectively, and also the Scrip or sealed Certificates in respect of such Shares respectively, in exchange for such Security as aforesaid, unless such Shareholder shall have lost the same, in which Case he shall, in lieu of actually delivering up such Scrip or sealed Certificates, give a reasonable and sufficient Indemnity to the Company against any Claim that may be made against them by any Person holding the same: Provided also, that in respect of the Shares of the *Birmingham, Wolverhampton, and Dudley* Railway Company, until the full Sum of Twenty Pounds *per* Share shall have been called up, the Interest to be made payable by such Security shall be calculated and paid at the Rate of Five Pounds *per Centum per Annum* on so much only as shall have been so called up, and from the Time when the same shall have been so called up, and the Interest on such Sum as shall have been paid by any Shareholder in the said Company in anticipation of Calls shall be payable at the Rate of Four Pounds *per Centum per Annum* only, until such Sums respectively shall have been so duly called up.

After passing of this Act certain Rights of Voting to cease.

III. And be it enacted, That from and after the passing of this Act all the Rights and Privileges of the Shareholders in the said *Birmingham and Oxford Junction* Railway Company, and the *Birmingham, Wolverhampton, and Dudley* Railway Company, whether of voting at Meetings of the said Companies, or either of them, or of otherwise interfering in the Affairs of the said Companies respectively, excepting so far as may be necessary to secure the due Fulfilment of the said Agreement, and the Delivery of the Securities aforesaid, and the Payment of the Monies due on such Securities, shall be considered as transferred to the *Great Western* Railway Company, who may exercise all the Rights of voting so transferred through any Director of the said last-mentioned Company especially appointed by them for the Purpose: Provided always, that in the event of the said *Great Western* Railway Company making default in such Agreement, or in the Delivery, or in the Performance of the Conditions of such Securities, all the Rights and Privileges of every such Shareholder in respect of whom such Default shall have been made shall revive and be of full Force and Effect, and that without Prejudice to any other Rights which he may have by virtue of such Security.

Great Western Railway Company may nominate Directors.

IV. And for the Purpose of giving an effectual Control to the said *Great Western* Railway Company over the Expenditure to be incurred in the Construction of the said *Birmingham and Oxford Junction*, and *Birmingham, Wolverhampton, and Dudley* Railways, as provided by the said Agreement, be it enacted, That the Directors for the Time being of the *Great Western* Railway Company shall have the Power to nominate and appoint from Time to Time such Number of the Directors of the said *Birmingham and Oxford Junction* Railway Company, and of the said *Birmingham, Wolverhampton,*

and Dudley Railway Company, as is herein-after mentioned, and from Time to Time to remove such Directors, or any of them, and appoint others in their Place, as herein-after provided, which Directors so to be nominated and appointed may be selected by them either from amongst the Shareholders in the said *Birmingham and Oxford Junction* Railway Company or in the said *Birmingham, Wolverhampton, and Dudley* Railway Company, duly qualified to act as Directors of either of the said Companies, or otherwise from amongst the Shareholders in the said *Great Western* Railway Company, duly qualified to act as Directors of the said last-mentioned Company; and such last-mentioned Qualification shall be sufficient to enable the Persons so nominated and appointed to act as Directors of the said *Birmingham and Oxford Junction* Railway Company, and of the said *Birmingham, Wolverhampton, and Dudley* Railway Company, or either of them, without the Possession of any Shares of either of the said Companies (anything in the said recited Acts or any of them to the contrary notwithstanding); and in the event of any of the Directors from Time to Time nominated or appointed by or on behalf of the *Great Western* Railway Company being unable from any Cause to attend any Meeting of the joint Board of Management herein-after mentioned, it shall be lawful for the Directors of the *Great Western* Railway Company to nominate another Person qualified as before mentioned to be a Director and to attend such Meeting, and such Director shall have the same Powers at such Meeting as the Director in whose Stead he may be nominated would have had.

Joint Board of Management.

V. And be it enacted, That the Directors of the said *Birmingham and Oxford Junction* Railway Company and of the said *Birmingham, Wolverhampton, and Dudley* Railway Company shall form One united Board of Management, to whom shall be intrusted the Execution of the Undertakings belonging to both the said Companies; and such united Board shall consist of the several Persons (not exceeding Seventeen in Number) who are hereby or may hereafter be appointed Directors of the said Companies, or either of them, as herein-after provided, and their Successors; and the said Directors, except such of them as may die, or resign, or become disqualified, or be removed, shall remain in Office until the Completion of the said Two Undertakings, or the Transfer thereof to the *Great Western* Railway Company; and the said joint Board of Management shall and may have and exercise all such and the same Powers in reference to the Construction of the said Two Undertakings, and the general Management of the Affairs of the said Two Companies, as the Directors of either of the said Companies might but for the passing of this Act have had and exercised with reference to the Construction of either of the said Undertakings or the Management of the Affairs of either of the said Companies; and the several Provisions of the Companies Clauses Consolidation Act, 1845, with respect to the Powers and to the Proceedings and Liabilities of Directors, shall, so far as the same are not modified by or inconsistent with the Provisions of this Act, be applicable to the said Board of Management: Provided always, that every Contract intended to be entered into by or on behalf of either of the said Two Companies, in relation to or in connexion

with the Construction of the said Railways or any Part or Parts thereof, shall be submitted to the *Great Western* Railway Company, and approved of by them by some Writing under the Hand of their Secretary for the Time being, before the same shall be so entered into; and no Contract entered into previously to the passing of this Act, or thereafter to be entered into by either of the said Two Companies, in relation to or in connexion with the Construction of the said Railways or any Part or Parts thereof, shall be varied or rescinded without the Consent of the *Great Western* Railway Company, signified by such Writing as aforesaid.

Quorum.

VI. And be it enacted, That the Quorum of a Meeting of the said Board of Management shall be Five.

Committees.

VII. And be it enacted, That the Number of Directors of which Committees appointed by the said Board shall consist shall be not less than Three or more than Seven, and the Quorum of any such Committee shall be Three.

Directors of Birmingham and Oxford, and Birmingham, Wolverhampton, and Dudley Companies.

VIII. And be it enacted, That from and after the passing of this Act the Number of Directors of the said *Birmingham and Oxford Junction* Railway Company shall be Nine, and the Number of Directors of the said *Birmingham, Wolverhampton, and Dudley* Railway Company shall be Eight; and the following Persons (being now respectively Directors of the said *Birmingham and Oxford Junction* Railway Company) shall be the first Diretors of such Company after the passing of this Act, (that is to say,) *Philip Henry Muntz*, *Frederick Pratt Barlow*, *Charles Shaw*, *Henry Simonds*, *Charles Stevens*, the Right Honourable *Edward John* Baron *Hatherton*, *John Thomas Alston*, *John Branston Freer*, and *Richard Spooner*, of whom the first-named Five shall for the Purposes of this Act be considered as nominated and appointed by the Directors of the *Great Western* Railway Company, and the Remainder as nominated and appointed by the Shareholders in the *Birmingham and Oxford Junction* Railway Company; and the following Persons (being now respectively Directors of the *Birmingham, Wolverhampton, and Dudley* Railway Company) shall be the first Directors of such Company after the passing of this Act, (that is to say,) *William Mathews*, *Charles Russell*, *Francis Rufford*, *William Lewis*, *Francis Clark*, the Right Honourable the Earl of *Dartmouth*, *Henry Crane*, and *Edward Bagnal Dimmack*, of whom the first-named Five shall for the Purposes of this Act be considered as nominated and appointed by the Directors of the *Great Western* Railway Company, and the Remainder as nominated and appointed by the Shareholders in the *Birmingham, Wolverhampton, and Dudley* Railway Company; and if at any Time any Person herein-before declared to be nominated and appointed by or on behalf of the Directors of the said *Great Western* Railway Company, or hereafter to be appointed by them, shall die, or resign, or be removed, or cease to be a Director of either of the said Two Companies, the Directors of the *Great Western* Railway Company shall appoint some other Person qualified as before-mentioned to be a Director of such Company in his Place; and if any of the other Persons herein-before declared to be Directors of either of the said Companies,

Companies, or hereafter to be appointed in their Place, shall die, or resign, or cease to be a Director of such Company, then the remaining Directors of such Company, nominated and appointed by and on behalf of the Shareholders of such Company, shall nominate and appoint some other Person duly qualified to be a Director in his Place; and the Directors of the said Two Companies for the Time being shall constitute the joint Board of Management herein-before mentioned.

Powers of Board to cease on Transfer to Great Western Railway Company.

IX. Provided always, and be it enacted, That when and so soon as the said Undertakings shall have been transferred to the said *Great Western* Railway Company, and whether before or after the Completion thereof, the same shall vest in the said last-mentioned Company, freed from all Control of the said Board of Management, whose Powers in relation thereto shall thereupon cease, except and so far as may be necessary for the Distribution of the Purchase Money for the Undertaking so transferred amongst the several Persons entitled thereto; and all Provisions relating to the Construction, Maintenance, Use, Management, or Protection of the Undertaking so transferred, which in the Act or Acts relating to such Undertaking are made applicable to the Company transferring the same, shall be thenceforth applied and applicable to the *Great Western* Railway Company.

Power for Great Western Railway Company to raise Capital by Creation of new Shares.

X. And be it enacted, That for the Purpose of completing the Purchase of the said Two Undertakings according to the Terms and Conditions of the said Agreement, and of working the said *Birmingham and Oxford Junction*, and *Birmingham, Wolverhampton, and Dudley* Railways, it shall be lawful for the *Great Western* Railway Company to raise, by the Creation of new Shares in their Undertaking, with such Preference of Dividend (if any) as they may see fit, not exceeding Ten Pounds *per Cent.*, any Sum not exceeding in the whole the Sum of Five hundred thousand Pounds; and also, so soon as Shares for the total Amount of Five hundred thousand Pounds shall have been taken up or subscribed for, and One Half thereof shall have been paid up, to raise by Mortgage or Bond such further Sum of Money (in addition to the Money which the said Company are by any existing Act or Acts of Parliament, or may be by any other Act to be passed in the present Session authorized to raise by Mortgage or Bond) as the said Company may from Time to Time think fit, not exceeding the Sum of One hundred and sixty-six thousand Pounds; and the Money so to be raised shall be applied only to the Purposes aforesaid: Provided always, that any Guarantee of Dividend which may be granted in respect of such new Shares in pursuance hereof shall not prejudice or affect any Guarantee of Dividend or Interest which may have been granted by the said *Great Western* Railway Company by or in pursuance of any Act of Parliament passed prior to the passing of this Act: Provided further, that nothing herein contained shall prevent or be deemed or construed to prevent the separate Application by the said *Great Western* Railway Company, if they shall think fit, of the Receipts and Profits to be derived from the working of the said *Birmingham and Oxford Junction* and *Birmingham, Wolverhampton, and Dudley* Railways, or either of them, to the Payment of any Preference Guarantee of Interest

Interest or Dividend in respect of such new Shares as may be created in pursuance of this Act.

Calls.

XI. And be it enacted, That Five Pounds *per* Share shall be the greatest Amount of any One Call which the *Great Western* Railway Company may make on the Shareholders in respect of the Money by this Act authorized to be raised, and Three Fifths 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, and Two Months at the least shall be the Interval between successive Calls.

Interest not to be paid on Calls paid up.

XII. And be it enacted, That it shall not be lawful for the said Company out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest 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 said 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.

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

XIII. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised for the Purposes of such Act or Acts, 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 said Company to construct any other Railway or execute any other Work or Undertaking.

Works authorized to be done by the Birmingham and Oxford Company to be subject to the said Agreement of 12th November 1846.

XIV. And be it enacted, That any Works which the said *Birmingham and Oxford Junction* Railway Company may be authorized to construct by virtue of any Act or Acts which may be passed in the present Session of Parliament, and any Undertaking which the said last-mentioned Company may be authorized to purchase by virtue of any such Act or Acts, shall be considered as forming Part of the Undertaking of the *Birmingham and Oxford Junction* Railway, and as such subject to the Conditions of the said Agreement of the Twelfth Day of *November* One thousand eight hundred and forty-six, in like Manner as though the same had formed Part of such Undertaking prior to the Execution of the said Agreement.

Powers to lay down the Broad as well as the Narrow Gauge on the Birmingham and Oxford Junction and

XV. And whereas the Line of the *Birmingham and Oxford Junction* Railway will form a Junction at or near *Fenny Compton* with the *Oxford and Rugby* Line of the *Great Western* Railway, which said *Oxford and Rugby* Line is authorized to be constructed upon the Gauge of the *Great Western* Railway, with additional Rails adapted to the Gauge of the *London and North-western* Railway: And whereas the *Birmingham, Wolverhampton, and Dudley* Railway will form a Junction

Birmingham, Wolverhampton, and Dudley Railways.

Junction at or near *Priestfield* Furnaces with the *Oxford, Worcester, and Wolverhampton* Railway, which said Line is also authorized to be constructed in like Manner upon the Gauge of the *Great Western* Railway, with additional Rails adapted to the Gauge of the *London and North-western* Railway: And whereas the said *Birmingham and Oxford* and *Birmingham, Wolverhampton, and Dudley* Railways are intended to be worked by the *Great Western* Railway Company continuously with the said *Oxford, Worcester, and Wolverhampton* Railway and the said *Oxford and Rugby* Railway, and also with the Main Line of the *Great Western* Railway between *Oxford* and *London*: And whereas by the said Agreement it was provided that Power should be applied for to lay down the Broad Gauge in addition to the Narrow, upon the said *Birmingham and Oxford Junction* and *Birmingham, Wolverhampton, and Dudley* Railways: Be it therefore enacted, That it shall be lawful for the said *Birmingham and Oxford Junction* Railway and the *Birmingham, Wolverhampton, and Dudley* Railway to be constructed on the Gauge of Seven Feet, as well as and in addition to the Gauge of Four Feet Eight Inches and Half an Inch; provided nevertheless, that the said Railways, so far as relates to the mechanical Construction of the Mixed Gauge, shall be executed to the Satisfaction of the Commissioners of Railways for the Time being.

Railways to be kept open with both Gauges.

XVI. And be it enacted, That, subject as hereafter mentioned, the *Great Western* Railway Company shall and they are hereby required at all Times hereafter to maintain the said Railways in a good and sufficient State upon both the Gauges herein-before specified, so as to admit of the uninterrupted Passage along the same of Engines and Carriages adapted to each of such Gauges, and shall and they are hereby required at all proper and reasonable Times hereafter to permit of the Passage on the Narrow Gauge Rails of the said Railways, and also of the *Oxford and Rugby* Railway between *Fenny Compton* and *Banbury*, of Engines and Carriages to and from the several Narrow Gauge Railways which do or shall communicate therewith respectively, and to afford all proper and convenient Accommodation in respect of Stations, Sideings, Waiting and Watering Places, and other Facilities for the Passage on the said Railways of such Narrow Gauge Engines and Carriages as aforesaid, and upon such Terms and Conditions, and subject so such Regulations as may be agreed upon between the *Great Western* Railway Company and the Proprietors of such Narrow Gauge Engines and Carriages, or in case of Difference as shall be settled by the Commissioners of Railways: Provided always, that if the said Company shall at any Time fail so to do, or shall cause any Impediment to such uninterrupted Passage, or if it shall at any Time appear to the said Commissioners that the System of the Mixed Gauge on the said Railway is not so regulated and conducted by the said Company as to afford proper and adequate Facilities for the Traffic to be conveyed thereon on the Narrow Gauge, it shall be lawful for the said Commissioners to order such Impediment to be removed, or, as the Case may require, to make such Rules and Regulations for the Purpose of securing such Facilities as aforesaid as to them may seem expedient; and the said Company shall be bound to obey the Directions of the said Commissioners in reference

reference to the Objects aforesaid: Provided also, that if it shall appear to the said Commissioners, from the Experience afforded by the working of the said Railway upon both the said Gauges, that the Traffic thereon cannot be conducted with Safety and Economy to the Public, it shall be lawful for the said Commissioners to determine which, if either, of the said Gauges shall be taken up and removed, and the said Company shall remove the same accordingly.

If Communication between Birmingham and Oxford Junction, and London and North-western Railways by Narrow Gauge is not completed within a certain Period, Broad Gauge not to be used until the same is completed.

XVII. And be it enacted, That if before the Expiration of Three Years from the passing of this Act the *Great Western* Railway Company shall not have completed and opened a Communication between the Line of the said *Birmingham and Oxford Junction* Railway and the Line of the *London and North-western* Railway, in the Town or Borough of *Birmingham*, or within One Mile on the South Side of the said Town or Borough, by means of a double Line of Narrow Gauge Rails, and all necessary Works and Conveniences, to the Satisfaction of the Commissioners of Railways, it shall not be lawful for the said *Great Western* Railway Company, or any other Company or Person, to use the additional or other Rails of the Gauge of Seven Feet hereby authorized until such a Communication as aforesaid shall have been completed and opened: Provided always, that it shall be lawful for the said Railway Commissioners to impose such Conditions on the said *London and North-western* Railway Company in reference to the Junction to be formed with their Railway, and the Facilities to be afforded to the said *Great Western* Railway Company, as to them may seem just and expedient.

Railways to be subject to Provisions of future general Acts.

XVIII. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railways by the said recited Acts authorized to be made from the Provisions of any general Act relating to such Acts, or of any general Act relating to Railways, 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, of the maximum Rates of Fares and Charges authorized by the said recited Acts.

Expenses of Act.

XIX. And be it enacted, That all the Costs, Charges, and Expenses of applying for and obtaining this Act shall be defrayed by the *Great Western* Railway Company, *pari passu* with the Costs, Charges, and Expenses of applying for and obtaining any other Act which may be obtained by them during the present Session, out of the first Money to be received by them after the passing of this Act.

Public Act.

XX. And be it enacted, That this Act shall be deemed a Public Act, and shall judicially be taken notice of as such.

SCHE-

SCHEDULE (A.)

Birmingham and Oxford Junction Railway Company.

Shares No. to No.

WE, the Great Western Railway Company, for ourselves and our Successors, do hereby covenant and agree to pay to *A. B.*, being the Holder of the Shares numbered to in the Birmingham and Oxford Junction Railway Company, or his [*or* her] Executors, Administrators, or Assigns, the Sum of £ [*the aggregate Amount at the Rate of £30 5s. per Share*], at the Expiration of Six Months after the Day of the Completion and Opening of the Birmingham and Oxford Junction, and Birmingham, Wolverhampton, and Dudley Railways, from Fenny Compton and Stratford-on-Avon, through Birmingham, to the Junction near Wolverhampton, or after the Day of the Completion and Opening (if required by the Great Western Railway Company, but not otherwise,) of any Portion of the same Railways respectively, with Interest payable half-yearly after the Rate of £5 per Centum per Annum on the Sum of £ [*the aggregate Amount at £20 per Share*], Parcel of the said Sum of £ [*the aggregate Amount at £30 5s. per Share*], from the Day on which the said Sum of £20 per Share shall have been fully paid on the said Shares up to the Day of the Payment of the said Sum of £ [*the aggregate Amount at £20 per Share*] by the said Great Western Railway Company, and with such Interest (if any due) to be payable half-yearly on the Sum of £ [*the aggregate Amount at £10 5s. per Share*], Residue of the said Sum of £ [*the aggregate Amount at £30 5s. per Share*], as is provided for and may be payable under the Terms of certain Articles of Agreement entered into on the 12th Day of November 1846, referred to in an Act of Parliament passed in the Year of the Reign of Her Majesty Queen Victoria, intituled "An Act to confer," &c. [*set out the Title of this Act*].

In witness whereof we have hereunto set our Common Seal, this Day of 1848.

(L. S.)

SCHE-

SCHEDULE (B.)

Birmingham, Wolverhampton, and Dudley Railway Company.

Shares No. to No.

WE, the Great Western Railway Company, for ourselves and our Successors, do hereby covenant and agree to pay to *A. B.*, being the Holder of the Shares numbered to in the Birmingham, Wolverhampton, and Dudley Railway Company, his [*or* her] Executors, Administrators, or Assigns, the Sum of £ [*the aggregate Amount at the Rate of £30 5s. per Share*], at the Expiration of Six Months after the Day of the Completion and Opening of the Birmingham and Oxford Junction and Birmingham, Wolverhampton, and Dudley Railways, from Fenny Compton to Stratford-on-Avon, through Birmingham, to the Junction near Wolverhampton, or after the Day of the Completion and Opening (if required by the Great Western Railway Company, but not otherwise,) of any Portion of the same Railways respectively, with Interest payable half-yearly on the Sum of £ [*the aggregate Amount at £20 per Share*], Parcel of the said Sum of £ [*the aggregate Amount at £30 5s. per Share*], from the Day on which the Sum of £20 per Share shall have been fully paid on the said Shares up to the Day of the Payment of the said Sum of £ [*the aggregate Amount at £20 per Share*] by the said Great Western Railway Company, and with such Interest (if any due) to be payable half-yearly on the Sum of £ [*the aggregate Amount at £10 5s. per Share*], Residue of the said Sum of £ [*the aggregate Amount at £30 5s. per Share*], as is provided for and may be payable under the Terms of certain Articles of Agreement entered into on the 12th Day of November 1846, referred to in an Act of Parliament passed in the Year of the Reign of Her Majesty Queen Victoria, intituled "An Act to confer," &c. [*set out the Title of this Act*], such Interest to be calculated and payable (if any due) at the Rate of £5 per Cent. per Annum on the said Sum of £ [*the aggregate Amount at £10 5s. per Share*], and on so much of the said Sum of £ [*the aggregate Amount at £20 per Share*] as shall have been called up, and from the Day when the same shall have been so called up, but at the Rate of only £4 per Cent. per Annum on so much of the said Sum of £ [*the aggregate Amount at £20 per Share*] as shall have been paid on the said Shares in anticipation of Calls, from the Day of such Payment until the same shall have been called up.

In witness whereof we have hereunto set our Common Seal, this Day of in the Year of our Lord 1848.

(L.S.)

SCHEDULE (C.)

KNOW all Men by these Presents, That I, the within-named *A.B.*, do hereby transfer to *C.D.*, of [*insert his Description*], his Executors, Administrators, and Assigns, all my Right and Interest to and in the within Security, and to and in all such Principal Monies and Interest therein secured, as are now remaining unpaid to me.

Dated this Day of in the Year of our Lord

Witness,

(L.S.)

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