ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. clxxxiv.

An Act for making a Railway from *Worcester* to *Hereford,* with certain Branches therefrom, and for other Purposes. [15th *August* 1853.]

WHEREAS the Construction of a Railway from *Worcester* to *Hereford,* together with Branch Railways communicating with the *Oxford, Worcester, and Wolverhampton* Railway at *Worcester*, and with the *Shrewsbury and Hereford* Railway at or near *Shelwick Court* and *Bars Court* in the Parish of *Holmer* in the County of *Hereford,* would be attended with great public and local Advantage: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to carry such Undertaking into execution, if authorized so to do: And whereas the several Purposes aforesaid 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 Commons, in this present Parliament assembled, and by the Authority of the same,

I. That "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses 8 & 9 Vict. cc. 16. 18. and 20. in-

corporated with this Act.

Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act, save as to such of the Provisions thereof (if any) as may be expressly altered by this Act.

Short Title.

II. That in citing or referring to this Act in other Acts of Parliament, or in legal Instruments, Pleadings, or Notices of any Description, it shall be sufficient to use the Expression "The *Worcester and Hereford* Railway Act, 1853."

Incorporating Company.

III. That *Thomas Heywood, Frederick Hall, Josiah Stallard, Thomas Charles Hornyold, Joseph Allen Higgins, Abel Peyton, George Byng Paget, Edward Harrison Barwell, Richard Moon, Edward Tootal, Jonathan Samuel Browning, Timothy Rhodes Cobb, William Edward Fitzmaurice, William Ephraim Snow*, and *Thomas Pritchard*, 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 Railways herein-after described, with all proper Works and Conveniences belonging thereto, according to the Provisions of this Act and the Acts incorporated therewith, and for other Purposes herein and in the said Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Worcester and Hereford* 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.

Capital.

IV. That, subject to the Powers of converting Loans into Capital in "The Companies Clauses Consolidation Act, 1845," contained, the Capital of the Company in Shares shall be Five hundred and eighty thousand Pounds; and all and every Part of the Money so to be raised shall be applied only in carrying into execution the Objects and Purposes of this Act.

Shares.

V. That the Number of Shares into which the said Capital shall be divided shall be Forty-six thousand and four hundred, and the Amount of each Share shall be Twelve Pounds and Ten Shillings.

Calls.

VI. That Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Six Pounds and Five Shillings *per* Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share, and Three Months at the least shall be the Interval between successive Calls.

VII. That

Interest not to be paid on Calls paid up.

VII. That it shall not be lawful for the Company, out of any Money by this Act or 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; but 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 the Company's Capital.

VIII. That it shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the 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 Company to construct any other Railway or execute any other Work or Undertaking.

Power to borrow on Mortgage, &c.

IX. That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of One hundred and seventy thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital Sum of Five hundred and eighty thousand Pounds shall have been subscribed for, and One Half thereof shall have been paid up; and all and every Part of the Monies so to be borrowed on Mortgage or Bond shall be applied only in carrying into execution the Objects and Purposes of this Act.

First General Meeting.

X. That the First Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act.

Number of Directors.

XI. That, subject to the Provisions herein-after contained for reducing the Number of Directors, the Number of Directors shall be Fifteen, until the Expiration of Six Years from the passing of this Act, when the Number shall be reduced to Nine; and the Qualification of each such Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Election of Directors at First Ordinary Meeting.

XII. That 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

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 the Directors so continued in Office or elected shall continue in Office until the First Ordinary Meeting of the Company to be held in the Year One thousand eight hundred and fifty-four.

Subsequent Election of Directors.

XIII. That at the First Ordinary Meeting to be held in the Year One thousand eight hundred and fifty-four 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," contained; and the several Persons so 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 the Manner provided by "The Companies Clauses Consolidation Act, 1845."

Power to reduce the Number of Directors.

XIV. That it shall be lawful for the Company from Time to Time to reduce the Number of Directors, but the whole Number of such Directors after any such Reduction shall not be less than Six.

First Directors of the Company.

XV. That *Thomas Heywood*, *Frederick Hall*, *Josiah Stallard*, *Thomas Charles Hornyold*, *Joseph Allen Higgins*, *Abel Peyton*, *George Byng Paget*, *Edward Harrison Barwell*, *Richard Moon*, *Edward Tootal*, *Jonathan Samuel Browning*, *Timothy Rhodes Cobb*, *William Edward Fitzmaurice*, *William Ephraim Snow*, and *Thomas Pritchard* shall be the First Directors of the Company.

Quorum.

XVI. That the Quorum of a Meeting of Directors shall be Five, until the Number of Directors is reduced to Nine, when the Quorum of a Meeting of Directors shall be Three.

Newspapers for Advertisements.

XVII. That the Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspapers published in *London* and the County or City of *Worcester* and in the County or City of *Hereford* respectively.

Power to make Railway and Branches.

XVIII. That, subject to the Provisions respecting the Arbitration and Direction of the Board of Trade, herein-after contained, it shall be lawful for the Company to make and maintain the Railway and Branches herein-after mentioned, with all proper Works and Conveniences connected therewith; (that is to say,)

A Railway, commencing at or near a Bridge over the Turnpike Road leading from *Worcester* to *Warndon* in the Parish of *Claines* in the County of *Worcester* and City of *Worcester* and County

County of the same City, and also by means of a Junction with the *Oxford, Worcester, and Wolverhampton* Railway at or near to the same Point or Place, and terminating in or near to certain Pieces of Land adjoining and on the South Side of the Turnpike Road leading from *Hereford* to *Hay*, now or late in the Occupation of *Maria Archibald*, in the Parish of *Saint Nicholas* within the Liberties of the City of *Hereford*:

A Branch Railway commencing by a Junction with the said first-mentioned intended Railway in the Parish of *Claines* in the City of *Worcester* and County of the same City near the *Worcester* Gasworks, and terminating by a Junction with the *Oxford, Worcester, and Wolverhampton* Railway at or near the South End of the Tunnel of the same Railway in the Parish of *Claines* in the County of *Worcester*:

Another Branch Railway commencing by a Junction with the said first-mentioned intended Railway in the Parish of *Holmer*, in the County of *Hereford* or City and Liberties of *Hereford*, or One of them, and terminating by a Junction with the *Shrewsbury and Hereford* Railway at or near a Place called *Bars Court* in the Parish of *Saint John* otherwise *Saint John the Baptist* in the City of *Hereford* and the Liberties thereof or County of *Hereford*, or One of them:

Another Branch Railway commencing by a Junction with the said first-mentioned intended Railway at *Shelwick Court* in the Parish of *Holmer* in the County of *Hereford*, and terminating by a Junction with the *Shrewsbury and Hereford* Railway in the same Parish near to *Shelwick Court* aforesaid.

Railway to be made according to deposited Plans.

XIX. Whereas Plans and Sections of the Railway and Branches, showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of the Lands which may be required to be taken for the Purposes thereof, have been deposited for public Inspection with the Clerks of the Peace for the County of *Worcester*, for the City of *Worcester* and County of the same City, for the County of *Hereford*, and for the City of *Hereford*: Be it enacted, That, subject to the Arbitration and Direction of the Board of Trade as aforesaid, and subject to the Provisions and Powers of Deviation in this and "The Railways Clauses Consolidation Act, 1845," contained, the said Railway and Branches shall be made in the Lines and upon the Lands delineated upon the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections; and, subject to the Provisions in this and the recited Acts contained, it shall be lawful for the

Company to enter upon, take, and use such of the Lands as may be necessary for the Purposes thereof.

Regulation as to Construction of Stations and Railway at Ledbury and Malvern.

XX. That in constructing the Railway near the Town of *Ledbury* the Company shall so deviate from the Levels as shown upon the deposited Section (within the Limits of Deviation therefrom prescribed by the "Railways Clauses Consolidation Act, 1845,") as to admit of the Station at *Ledbury* being constructed on the Level, and shall construct such Station, and the Railway adjoining thereto, on the Level for the Distance of One hundred and thirty-two Yards at the least; and in constructing the said Railway near *Malvern* the Company shall so deviate from the Levels as shown on the deposited Section (within the Limits aforesaid) as to admit of the Station at *Malvern*, and the Railway adjoining thereto, being constructed upon the Level for the Distance of Four hundred Yards at the least, and shall so construct the said Station and Railway.

Company not to construct Portion of their Line parallel to the Shrewsbury and Hereford Railway near Hereford, under certain Circumstances.

XXI. That if the *Shrewsbury and Hereford* Railway Company shall before the Expiration of Twelve Calendar Months from the passing of this Act complete the Construction of that Portion of their authorized Line of Railway which lies between the Field marked 150 in the Parish of *Holmer* in the County of *Hereford* on the Plan of the Railway hereby authorized and the City of *Hereford*, and so that the same shall be fit for public Use, with a double Line of Rails on a Narrow Gauge, and shall have given to the Board of Trade the Notices required by the Act for the better Regulation of Railways and for the Conveyance of Troops passed in the Fifth and Sixth Years of the Reign of Her present Majesty, of their Intention to open the said Portion of Railway, and shall have been allowed by the Board of Trade to open the same within the Period of One Calendar Month after the said Period of Twelve Calendar Months, and if the said *Shrewsbury and Hereford* Railway Company shall also deliver or tender to the Company within the said Period of Twelve Calendar Months a valid Agreement, under the Seal of the *Shrewsbury and Hereford* Railway Company, binding themselves to effect, or permit the Company to effect, a proper and convenient Junction or Communication between the Rails of the *Shrewsbury and Hereford* Railway and of the Railway hereby authorized in or near the said Fields numbered 121 and 63 in the said Parish of *Holmer*, at any Time after the Expiration of the said Twelve Calendar Months, and within Three Months after Notice from the Company under their Common Seal, and also binding themselves to permit the Company, or any Person or Company using the Line of Railway by this Act authorized, or any Part thereof, to run over and use the said Junctions or Communications and the *Shrewsbury and Hereford* Railway intermediate

mediate between such last-mentioned Points of Junction, with Engines, Carriages, or otherwise, on such Terms and Conditions, and upon the Payment of such Tolls, Charges or Expenses, and subject to such Rules and Regulations in all respects as shall from Time to Time be settled and determined by the Board of Trade, or an Arbitrator to be appointed by them, then and in such Case, unless the Board of Trade, or an Arbitrator to be appointed by them, shall, under the Provisions herein-after contained, have otherwise thought fit and determined before the Expiration of Six Months from the passing of this Act, the Powers by this Act given to construct a Railway between such Points of Junction shall cease and determine.

As to Construction of Portion of Railway in the Parish of Holmer.

XXII. That it shall be lawful for the Board of Trade, or an Arbitrator to be appointed by them, at the Request of the Company or of the *Shrewsbury and Hereford* Railway Company, made at any Time within Three Months from the passing of this Act, to order and determine whether that Part of the Railway hereby authorized which lies between the Field numbered 121 in the Parish of *Holmer* in the County of *Hereford* on the Plan herein-before referred to, and the Field numbered 63 on the said Plan in the said Parish of *Holmer*, shall be constructed, under the Powers hereby conferred, and the Mode of such Construction, or whether the Powers hereby conferred on the Company to construct the said Portion of the Railway shall, under the Conditions herein-before provided, absolutely cease, so that any such Order or Determination shall be made within Six Months from the passing of this Act.

Providing for Junction with the Shrewsbury and Hereford Railway in a certain Event.

XXIII. That if the Company shall construct that Part of the Railway hereby authorized which lies between the said Field numbered 121 in the Parish of *Holmer* in the County of *Hereford* on the Plan herein-before referred to and the Field numbered 63 in the said Plan in the said Parish of *Holmer*, then and in that Case, and unless the Company (with the Consent of the Board of Trade or of an Arbitrator to be appointed by them) shall within Nine Months after the passing of this Act themselves construct Junctions between the Railway hereby authorized and the said *Shrewsbury and Hereford* Railway at or near the said Fields numbered 121 and 63 respectively on the said Plan in the Parish of *Holmer*, which Junctions the *Shrewsbury and Hereford* Railway Company shall, if required by the Company, consent to, it shall be lawful to the *Shrewsbury and Hereford* Railway Company and they are hereby authorized, with the Consent of the Board of Trade or of such Arbitrator, to construct all the necessary Works for making such Junctions as aforesaid.

As to Communication

XXIV. That the Junctions and all Communications between the Railways hereby authorized and the *Shrewsbury and Hereford* Railway

with the Shrewsbury and Hereford Railway.

way shall be effected in a substantial and workmanlike Manner, by means of Connexion Rails and Points of the Construction and laid in the Manner most approved from Time to Time, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Shrewsbury and Hereford* Railway Company.

Communications with the Shrewsbury and Hereford Railway to be made at the Expense of the Worcester and Hereford Railway Company.

XXV. That the Expense of making and maintaining the Communications with the *Shrewsbury and Hereford* Railway, and of all 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 also from Time to Time be altered, amended, repaired, and maintained to the reasonable Satisfaction of the Engineer for the Time being of the *Shrewsbury and Hereford* Railway Company, on each Occasion.

Company not to interfere with the Shrewsbury and Hereford Railway and Works.

XXVI. That it shall not be lawful for the Company nor for any other Person, in execution of the Powers of this Act, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the *Shrewsbury and Hereford* Railway Company, nor in any Manner to alter, vary, or interfere with the *Shrewsbury and Hereford* Railway, or any of the Works appertaining thereto, save only for effecting the Junctions hereby authorized, and for the other Purposes of this Act and the Acts incorporated herewith.

Saving Rights of the Shrewsbury and Hereford Railway Company.

XXVII. That, except as herein-before expressly provided, nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the said *Shrewsbury and Hereford* Railway Company, under their several Acts of Parliament and otherwise, all which are hereby expressly saved and reserved.

Board of Trade to determine Mode of Junction with the Oxford, Worcester, and Wolverhampton Railway.

XXVIII. That it shall be lawful for the Board of Trade, on the Request of the Company, or of the *Oxford, Worcester, and Wolverhampton* Railway Company, made within Six Months from the passing of this Act, to determine in what Mode and on what Terms and Conditions, consistently with the Powers of this Act, the Railway and Works hereby authorized shall be constructed over the Land of the *Oxford, Worcester, and Wolverhampton* Railway Company in or near to the City of *Worcester*, and also whether, regard being had to the Necessity of sending Traffic both to the South and to the North, more than One Junction shall be there effected with the Railway of the *Oxford, Worcester, and Wolverhampton* Railway Company, and in what

what Mode such Junction or Junctions (if Two be made) with the *Oxford, Worcester, and Wolverhampton* Railway shall be effected, under the Powers hereby given; and the said Board may, if they think fit, appoint an Arbitrator to determine such Questions, and the Decision of such Board or Arbitrator shall be binding upon such Companies; and it shall be lawful for such Board or Arbitrator to determine in what Manner and at whose Cost such Junction or Junctions shall be maintained and worked; and, on the Application of either Party, any Dispute as to the Mode of carrying out and proper Execution of the Orders of the Board of Trade or Arbitrator as aforesaid shall be in like Manner referred to the said Board of Trade, or to the same or another Arbitrator to be appointed by them; and any such Arbitration shall be conducted according to the Provisions of the Railways Clauses Consolidation Act, 1845; and any such Arbitrator shall have all such and the same Powers as are by such Act given to a sole Arbitrator appointed thereunder.

Company not to interfere with the Oxford, Worcester, and Wolverhampton Railway and Works.

XXIX. That it shall not be lawful for the Company, nor for any other Person, in the Execution of the Powers of this Act, either permanently or temporarily to enter upon, take, or use any of the Land or Property of the *Oxford, Worcester, and Wolverhampton* Railway Company, nor in any Manner to alter, vary, or interfere with the *Oxford, Worcester, and Wolverhampton* Railway, or any of the Works appertaining thereto, save only for effecting the Junctions hereby authorized, and for the other Purposes of this Act and the Acts incorporated herewith, subject to any Award of the said Board of Trade or Arbitrator, as herein-before mentioned.

Saving Rights of Oxford, Worcester, and Wolverhampton Railway Company.

XXX. That nothing herein contained shall extend or be deemed or construed to extend, except as herein-before expressly authorized, to prejudice, diminish, alter, abridge, or in any way affect any of the Rights, Privileges, Powers, or Authorities vested in the said *Oxford, Worcester, and Wolverhampton* Railway Company, but saving and reserving to such Company, except as aforesaid, all the Rights, Privileges, Powers, and Authorities to them belonging, as if this Act had not been passed.

Crossing of the Worcester Turnpike Roads.

XXXI. And whereas the Railway is intended to be carried over the *Worcester* Turnpike Roads in the County of *Worcester* and also in the City of *Worcester*: Be it therefore enacted as follows: That the crossing on the Level of the *Upper Henwick* Road of the *Henwick* District of the said *Worcester* Turnpike Roads shall be effected to the Satisfaction of the Trustees of the said Roads: Provided always, that the said Company shall construct and for ever after maintain a good and sufficient Bridge over the said Railway for the Use of Foot Passengers.

Crossing of the Lowesmoor District of the Worcester Turnpike Roads.

XXXII. That in carrying the Line of Railway over the Turnpike Road on *Rainbow Hill* in the *Lowesmoor* District of the said *Worcester* Turnpike Roads in the Parish of *Claines* in the City of *Worcester* it shall not be lawful for the Company to alter the Line or Level of such last-mentioned Turnpike Road or the Footpaths thereof, or any Part or Parts thereof respectively, or to obstruct the Traffic upon the said Road or any Part thereof.

Company not to interfere with the Worcester Turnpike Roads.

XXXIII. That in carrying the Line of Railway over the Turnpike Road marked Number 57 in the Parish of *Saint John in Bedwardine* in the County of *Worcester*, in the *Broadwas* District of the said *Worcester* Turnpike Roads, it shall not be lawful for the Company to alter the Line or Level of such last-mentioned Turnpike Road, or the Footpath thereof, or any Part or Parts thereof respectively, or to obstruct the Traffic upon the said Road or any Part thereof, nor shall the said Company construct the said Railway nearer to *Mudwall Mill* in the Parish of *Saint John in Bedwardine*, and now in the Occupation of *William Hadley*, than according to the Line delineated upon the said deposited Plans in the said Parish of *Saint John in Bedwardine*.

Company to erect Bridges over the Worcester Turnpike Roads.

XXXIV. That wherever the Line of the Railway shall be carried over the Turnpike Roads in the said *Lowesmoor* District and the said *Broadwas* District of the said *Worcester* Turnpike Roads the Company shall and they are hereby required, at their own Expense, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, good and substantial Bridges over such Turnpike Roads and the Footpaths thereof, with proper Works and Conveniences, and that the Span of every such Bridge between the Abutments thereof shall be at least Thirty Feet in the clear, so as to include the Turnpike Road and the Footpath thereof, and that no Part of the Soffit of the Arch of any such Bridges shall come within less than Eighteen Feet of the surface Level of the said Turnpike Roads respectively.

Company to construct and maintain Parapet and Screen Walls.

XXXV. That the Company shall, at their own Expense, before the opening or Use of the said Railway for Traffic of any kind, construct, erect, and for ever afterwards maintain and keep in repair, Parapet and Screen Walls or Fences to, at, and upon both Sides of the Bridges whereby it is intended to carry the said *Worcester* Turnpike Roads over the Railway, and also to, at, and upon both Sides of the same Bridges and the immediate Approaches for a Distance of Fifty Feet on each Side of the said *Worcester* Turnpike Roads, measured from the Centre of the said Bridges, such Parapet and Screen Walls or Fences to be at least Six Feet in Height, measured from the Surface of the said Turnpike Roads.

XXXVI. That

Company to pay for all Damage to be done to the Worcester Turnpike Roads in making the Railway or using the same.

XXXVI. That in case it shall happen, at any Time during the making of the Railway, Branch Railways, and Works, or any of them, or the constructing of any such Bridge as aforesaid, or in the Use thereof, at any Time after the Railway, Branch Railways, and Works shall be completed, that any Injury shall be done or occasioned thereby to the said *Worcester* Turnpike Roads, or to any of the Foot-paths, Bridges, Banks, or any other of the Works of or belonging thereto respectively, then and in every such Case it shall be lawful for the said Trustees of the *Worcester* Turnpike Roads to take and use all necessary Ways and Means for repairing such Injury; and that all Costs, Charges, and Expenses incurred or occasioned by such Repairs, together with all Damages whatsoever which shall be sustained by the same Trustees by reason of such Injury as aforesaid, or the constructing of any such Bridge or Works as aforesaid, shall from Time to Time be paid and defrayed by the Company to the said Trustees of the *Worcester* Turnpike Roads; and in default of Payment thereof, on Demand made of the Treasurer or any Officer of the Company, the said Trustees of the *Worcester* Turnpike Roads may sue for and recover the same, together with full Costs of Suit, against the Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Company not to interfere with the Worcester and Birmingham Canal.

XXXVII. And whereas the Railway is intended to be carried over the Line of the *Worcester and Birmingham* Canal, in the Parish of *Claines* in the County of *Worcester*: Be it therefore enacted, That nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Worcester and Birmingham* Canal Navigation, except as hereby expressly provided, nor authorize or empower the Company to alter the Line or Level of the said Canal, or the Towing Path thereof, or any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein, or any Brooks, Streams, Feeders, or Watercourses which now are or heretofore have been taken for the Use of or which now supply the said Canal, or to injure any of the Works thereof respectively.

Company to erect a Bridge over the Worcester and Birmingham Canal.

XXXVIII. That wherever the Railway shall be carried over the said *Worcester and Birmingham* Canal the Company shall and they are hereby required, at their own Expense, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Bridge over such Canal and the Towing Path thereof, with proper Approaches, and that the Span of every such Bridge between the Abutments thereof shall be at least Twenty-six Feet in the clear, so as to include the Canal and the Towing Path thereof; and that such Towing Path under the Bridge shall be in every Case

at

at least Six Feet in Width, and that no Part of the Soffit of the Arch of any such Bridge shall come within less than Ten Feet of the Top-water Level of the said Canal; and that no Part of any such Arch over the Towing Path shall be less than Eight Feet above the Top-water Level of the said Canal.

Company not to obstruct the Worcester and Birmingham Canal during Works.

XXXIX. That during the Erection of such Bridge, and at all future Times during any Repairs thereof, no Obstruction shall be occasioned to the Boats or Barges passing along the said *Worcester and Birmingham* Canal, or to the Towing Horses in drawing the same, but that at all Times during such Erections or Repairs a Waterway of not less than Sixteen Feet Six Inches in Width, a Towing Path of not less than Five Feet in Width, and a clear Height of not less than Nine Feet from the Top-water Level of the said Canal, shall be left for the Navigation thereof; and that every such Bridge shall be constructed, as regards its Position, Form, and Dimensions, to the reasonable Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the *Worcester and Birmingham* Canal Navigation; and if any Difference as to the reasonable Requirements of such Engineer shall arise, such Difference shall be determined by an Arbitrator to be appointed by the Board of Trade.

Damages for obstructing Worcester and Birmingham Canal.

XL. That if by reason or in execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works or of any such Bridge, or if by any Act or Omission of the Company or any of their Agents or Servants, the said *Worcester and Birmingham* Canal, or the Towing Path thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the same cannot freely pass, or shall be impeded in the Passage along the same, or in case the Space under any such Bridge shall at any Time be contracted so as to be less in Width or Height than is herein-before prescribed, then and in any of the said Cases the Company shall pay to the said Company of Proprietors of the *Worcester and Birmingham* Canal Navigation, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Day during which any such Obstruction or Contraction shall continue on the said Canal: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Company or their Agents and Servants, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the *Worcester and Birmingham* Canal Navigation the further Sum of Twenty Pounds for every Day during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of such respective Sums as shall become due, on Demand made by the Treasurer or any Officer of the Company, the said Company of Proprietors of the *Worcester*

cester and Birmingham Canal Navigation may sue for and recover the same in any of Her Majesty's Courts of Record at *Westminster*; and in case any such Bridge over the said *Worcester and Birmingham* Canal, or any Part thereof, or the Approaches, Side Slopes or Banks of the said Railway or of any of the said Branch Railways next the said Canal, or any Part thereof respectively, shall not be kept in good and substantial Repair, it shall be lawful for the said Company of Proprietors of the *Worcester and Birmingham* Canal Navigation to do the needful Repairs, and to recover the Amount of the Expenses thereof from the Company in any of Her Majesty's Courts of Record at *Westminster*.

Company to pay for all Damage to be done to the Worcester and Birmingham Canal in making the Railway or using the same.

XLI. That in case it shall happen at any Time during the making of the Railway, Branch Railways, and Works, or any of them, or the constructing of any such Bridge as aforesaid, or in the Use thereof at any Time after the Railway, Branch Railways, and Works shall be completed, that any Injury shall be done or occasioned thereby to the said *Worcester and Birmingham* Canal, or to any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, Feeders, or any other of the Works of or belonging thereto respectively, then and in every such Case it shall be lawful for the said Company of Proprietors of the *Worcester and Birmingham* Canal Navigation to take and use all necessary Ways and Means for repairing such Injury; and that all Costs, Charges, and Expenses incurred or occasioned by such Repairs, together with all Damages whatsoever which shall be sustained by the said Company by reason of such Injury as aforesaid, or by reason of any Loss of Water out of or from the said Canal in consequence of the making of the Railway, Branch Railways, and Works, or any of them, or the constructing of any such Bridge as aforesaid, shall from Time to Time be paid and defrayed by the Company to the said Company of Proprietors of the *Worcester and Birmingham* Canal Navigation; and in default of Payment thereof, on Demand made of the Treasurer or any Officer of the Company, the said Company of Proprietors of the *Worcester and Birmingham* Canal Navigation may sue for and recover the same in any of Her Majesty's Courts of Record at *Westminster*.

Company not to interfere with the Herefordshire and Gloucestershire Canal.

XLII. And whereas the Railway is intended to be carried over the Line of the *Herefordshire and Gloucestershire* Canal in the Parishes of *Holmer* and *Ledbury* in the County of *Hereford*: Be it therefore enacted, That (except as by this Act authorized) nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Herefordshire and Gloucestershire* Canal Navigation, nor authorize or empower the Company to alter the Line or Level of the said Canal or the Towing Path thereof, or any

Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein, or any Brooks, Streams, Feeders, or Watercourses which now are or heretofore have been taken for the Use of or which now supply the said Canal, or to injure any of the Works thereof respectively.

Company to erect a Bridge over the Herefordshire and Gloucestershire Canal.

XLIII. That wherever the Railway shall be carried over the said *Herefordshire and Gloucestershire* Canal the Company shall and they are hereby required, at their own Expense, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Bridge over such Canal and the Towing Path thereof, with proper Approaches, and that the Span of every such Bridge between the Abutments thereof shall be at least Twenty-six Feet in the clear, so as to include the Canal and the Towing Path thereof, and that such Towing Path under the Bridge shall be in every Case at least Six Feet in Width, and that no Part of the Soffit of the Arch of any such Bridge shall come within less than Ten Feet of the Top-water Lever of the said Canal, and that no Part of any such Arch over the Towing Path shall be less than Eight Feet above the Top-water Level of the said Canal.

Company not to obstruct the Herefordshire and Gloucestershire Canal during Works.

XLIV. That during the Erection of such Bridge, and at all future Times during any Repairs thereof, no Obstruction shall be occasioned to the Boats or Barges passing along the said *Herefordshire and Gloucestershire* Canal, or to the Towing Horses in drawing the same, but that at all Times during such Erections or Repairs a Waterway of not less than Sixteen Feet Six Inches in Width, a Towing Path of not less than Five Feet in Width, and a clear Height of not less than Nine Feet from the Top-water Level of the said Canal, shall be left for the Navigation thereof; and that every such Bridge shall be constructed, as regards its Position, Form, and Dimensions, to the reasonable Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the *Herefordshire and Gloucestershire* Canal Navigation; and if any Difference as to the reasonable Requirements of such Engineer shall arise, such Difference shall be determined by an Arbitrator, to be appointed by the Board of Trade.

Damages for obstructing Herefordshire and Gloucestershire Canal.

XLV. That if by reason or in execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works or of any such Bridge, or if by any Act or Omission of the Company, or any of their Agents or Servants, the said *Herefordshire and Gloucestershire* Canal or the Towing Path thereof shall be so obstructed that Boats, Barges, or other Vessels navigating or using the same cannot freely pass, or shall be impeded in their Passage along the same, or in case the Space under any such Bridge shall at any Time be contracted so as to be less in Width or Height

Height than is herein-before prescribed, then and in any of the said Cases the Company shall pay to the said Company of Proprietors of the *Herefordshire and Gloucestershire* Canal Navigation, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Day during which any such Obstruction or Contraction shall continue on the said Canal: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Company, or their Agents and Servants, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the *Herefordshire and Gloucestershire* Canal Navigation the further Sum of Twenty Pounds for every Day during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of such respective Sums as shall become due, on Demand made by the Treasurer or any Officer of the Company, the said Company of Proprietors of the *Herefordshire and Gloucestershire* Canal Navigation may sue for and recover the same, together with full Costs of Suit, against the Company, by Action of Debt or on the Case in any Court of competent Jurisdiction; and in case any such Bridge over the said *Herefordshire and Gloucestershire* Canal, or any Part thereof, or the Approaches, Side Slopes or Banks of the said Railway, or of any of the said Branch Railways next the said Canal, or any Part thereof respectively, shall not be kept in good and substantial Repair, it shall be lawful for the said Company of Proprietors of the *Herefordshire and Gloucestershire* Canal Navigation to do the needful Repairs, and to recover the Amount of the Expenses thereof from the Company by Action of Debt or on the Case, with full Costs of Suit, in any Court of competent Jurisdiction.

Company to pay for all Damages to be done to the Canal in making the Railway or using the same.

XLVI. That in case it shall happen, at any Time during the making of the Railway, Branch Railways, and Works, or any of them, or the constructing of any such Bridge as aforesaid, or in the Use thereof at any Time after the Railway, Branch Railways, and Works shall be completed, that any Injury shall be done or occasioned thereby to the said *Herefordshire and Gloucestershire* Canal, or to any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, Feeders, or any other of the Works of or belonging thereto respectively, then and in every such Case it shall be lawful for the said Company of Proprietors of the *Herefordshire and Gloucestershire* Canal Navigation to take and use all necessary Ways and Means for repairing such Injury; and that all Costs, Charges, and Expenses incurred or occasioned by such Repairs, together with all Damages whatsoever which shall be sustained by the said Company by reason of such Injury as aforesaid, or by reason of any Loss of Water out of or from the said Canal in consequence of the making of the Railway, Branch Railways, and Works, or any of them, or the constructing of any such Bridge as aforesaid, shall from Time to Time be paid and defrayed by the Company

to

to the said Company of Proprietors of the *Herefordshire and Gloucestershire* Canal Navigation; and in default of Payment thereof, on Demand made of the Treasurer or any Officer of the Company, the said Company of Proprietors of the *Herefordshire and Gloucestershire* Canal Navigation may sue for and recover the same, together with full Costs of Suit, against the Company, by Action of Debt or on the Case in any Court of competent Jurisdiction.

Works affecting the River Severn not to be executed without Consent of the Admiralty.

XLVII. That it shall not be lawful for the Company to construct any Bridge or Work in, over, or affecting the River *Severn*, or any navigable Water, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plan and under such Restrictions and Regulations as the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, may approve, such Approval being signified as last aforesaid; and where any such Bridge or Work shall have been constructed, it shall not be lawful for the Company, at any Time, to alter or extend the same, without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if any such Bridge or Work shall be commenced or completed, or be altered or extended, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Company to provide Light during Construction of Bridge over Severn.

XLVIII. That during the Construction of the Bridge across the River *Severn* and Works connected therewith the said Company shall cause to be hung out or exhibited every Night, from Sunset to Sunrise, a Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels; and for ever after the Completion of the said Bridge the said Company shall cause to be hung out or exhibited upon or near to the Centre of the said Bridge, every Night, from Sunset to Sunrise, a good and sufficient Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels; and which Lights shall be from Time to Time altered by the said Company in such Manner, and be of such Description, and be so used and placed, as the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, shall by Writing under the Hand of the Secretary of the Admiralty approve of; and in case the said Company shall

shall neglect to exhibit and keep either of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

Admiralty may order a local Survey, at Expense of Company.

XLIX. That if at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination; and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

If Bridge or Work abandoned, Admiralty may cause same to be removed.

L. That if any Bridge or Work to be constructed by the Company in or across any tidal or navigable Water or River, or if any Portion of any such Work which affects any such Water or River, or Access thereto, shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company; and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Company not to take certain Lands in the Town of Worcester without Consent of Justices.

LI. That, notwithstanding anything herein contained, it shall not be lawful for the Company to take, hold, or occupy, for the Purposes of this Act, between the Point where the Main Line of Railway, as laid down on the said Plans, crosses *Sansome Walk* in *Worcester*, and the Point where the same Main Line crosses the *Birmingham and Worcester* Canal near the Town of *Worcester* on the said Plans, any Lands or Buildings lying at a greater Distance than Ten Yards from such Main Line of Railway on the Northern Side thereof, without the previous Consent from Time to Time of the Justices of the Peace for the County of *Worcester*, in Quarter Sessions assembled, to be signified under the Hand of the Chairman of such Sessions for the Time being.

Commissioners of Woods empowered to convey, on behalf of Her

LII. And whereas the Queen's most Excellent Majesty in right of Her Crown is seised of or entitled to the Advowson and Right of Patronage and Presentation to the Rectory of *Kenchester* in the County of *Hereford* and Diocese of *Hereford*, and certain Parts of the Glebe belonging to the said Rectory are intended to be purchased

Majesty, Part of the Glebe Lands of Kenchester Rectory to the Company in Fee.

chased or taken by the said Company for the Purpose of making the said Railway: Be it enacted, That it shall be lawful for the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or either of them, and they and he are and is hereby authorized and empowered, to contract and agree with the said Company for the absolute Sale in Fee Simple of the whole or any Part of such Portion of the Glebe Lands of the said Rectory of *Kenchester* as the said Company are by this Act authorized to purchase or take, at or for such Price or Consideration in Money and upon such Terms and Conditions as shall be settled and agreed upon between the said Commissioners for the Time being, or One of them, and the said Company, and, upon Payment of such Price or Consideration, by any Deed or Writing under the Hands and Seals of the said Commissioners for the Time being, to convey such Part of the said Glebe Lands as shall be so purchased, and the Fee Simple and Inheritance thereof, to the said Company, for the Purposes of this Act, which said Deed or Writing, being enrolled in the Office of Land Revenue Records and Inrolments, and registered in the Registry of the Diocese in which the said Rectory is situate, shall be effectual to vest in the said Company the Lands therein or thereby expressed to be conveyed, any Act or Law to the contrary notwithstanding; and the Purchase or Consideration Money expressed in such Conveyance shall, before the Execution thereof by the said Commissioners for the Time being, be invested, by and at the Expense of the said Company, in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, in the Name or Names of the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy; and until such Annuities shall be sold for the Purposes herein-after mentioned the said Governors shall and they are hereby required from Time to Time to pay the Dividends, Interest, or annual Proceeds thereof to the Rector for the Time being of the said Rectory, according to the Rules, Orders, and Regulations of the said Governors in that Behalf with respect to the general Funds at their Disposal; provided that no Contract or Agreement made between the said Company and the said Commissioners, or either of them, shall be binding upon the Rector for the Time being of the said Rectory, without his Consent; and if such Rector shall refuse, or for the Space of One Calendar Month after Notice given to him of such Agreement shall withhold his Consent thereto, then the Compensation to be paid by the said Company for the Glebe Land hereby authorized to be sold to them shall be ascertained in the Manner provided by "The Lands Clauses Consolidation Act, 1845."

Purchase Money to be invested in Bank Annuities, in the Names of the Governors of Queen Anne's Bounty.

Commissioners of Woods em-

LIII. That it shall be lawful for the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them, and they

they and he are and is hereby authorized and empowered, if they or he shall think fit, with the Consent of the Rector for the Time being of the said Rectory, to exchange the whole or any Part of such Portion of the said Glebe Lands as the Company are by this Act authorized to purchase or take (which may not have been sold to them under the Provisions of the preceding Enactment) for other Lands, Tenements, or Hereditaments belonging to or to be conveyed by the Direction of the said Company; and it shall be lawful for the said Commissioners, or either of them, with the like Consent, to concur in carrying such Exchange into effect, under the Powers now or hereafter to be vested in the Inclosure Commissioners for *England* and *Wales*, or in such other Mode as may be deemed expedient; provided that the Lands, Tenements, or Hereditaments to be given in Exchange by the Company, or by their Direction, shall be conveyed or assured to the Rector of the said Rectory for the Time being, and his Successors; and upon the said Lands, Tenements, or Hereditaments being so conveyed or assured to the said Rector and his Successors, the same shall be annexed to and form Part of the Glebe of the said Rectory, and the Rents, Issues, and Profits thereof shall thenceforth be received by the Rector of the said Rectory for the Time being.

Powered to exchange such Glebe Lands.

LIV. Provided always, That it shall not be lawful for the Company to enter upon, take, or interfere with any Part of the said Glebe which they are hereby authorized to purchase or take in Exchange, without the Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them.

Such Glebe Land not to be taken without Consent of Commissioners of Woods.

LV. Provided always, That this Act or anything therein contained shall not take away, lessen, prejudice, or affect any Right, Interest, Power, or Privilege of *John Martin*, of *Upper Hall*, Esquire, to, in, or with respect to any Spring or Water to which he is entitled under or by virtue of the several Acts relating to the *Herefordshire and Gloucestershire* Canal, or any of them, or the Act for inclosing Lands in the Parish of *Ledbury*; and the said *John Martin*, his Heirs and Assigns, shall be entitled to all the Water from Time to Time flowing from any Springs intersected by any Cutting made through his Lands for the Purposes of the Railway, and running down the Cutting, and to divert, take, and use the same; but this Proviso shall not prevent the Company from interfering with any such Spring or Water so far only as may be necessary for the making or maintaining of the Railway.

Saving Right of J. Martin, Esq. to Springs, &c.

LVI. That, subject to the Provisions in the said Railways Clauses Consolidation Act contained in reference to the crossing of Roads on a Level, it shall be lawful for the Company, in the Construction of the

Power to cross certain Highways on the Level.

the Railways by this Act authorized to be made, to carry the same across and on the Level of the several Roads numbered on the Plans deposited as herein-after mentioned as follows; (that is to say,)

No. on Plan.	Parish.
3	All Saints.
58	All Saints.
13	Weston Beggard.
66	Tarrington.
68	Leigh.
138	Leigh.
10	Saint John in Bedwardine.

Company to erect a Station or Lodge at Points of crossing, and abide by Rules, &c. of Board of Trade.

LVII. That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the several Points where the said Railways cross the before-mentioned Roads on the Level; and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the said Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been imposed.

Board of Trade may require a Bridge to be erected in lieu of level Crossing.

LVIII. That it shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the Public Safety, at any Time either before or after the Railways by this Act authorized to be made shall have been completed and opened for public Traffic, to require the Company, within such Time as the said Board of Trade shall direct, and at the Expense of the Company, to carry any or either of the before-mentioned Roads either under or over the Railway by means of a Bridge or Arch, in lieu of crossing the same on the Level, and to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Regulating Inclinations of certain Roads.

LIX. That in carrying the several Roads numbered as herein-after mentioned on the Plans deposited as aforesaid over, under, or across the Railways, it shall be lawful for the Company to make the Inclinations of the said Roads such as or not steeper than those herein-after mentioned; (that is to say,)

No. on Plan.	Parish.	Proposed Inclination.
24	Colwall - - - - -	1 in 20 and 1 in 30.
73	Malvern - - - - -	1 in 20 and 1 in 30.

Lands for extraordinary Purposes.

LX. That it shall be lawful for the said Company to purchase for extraordinary Purposes any Quantity of Land not exceeding Thirty Acres.

Limit of Time for compulsory Purchase of Lands.

LXI. That the Powers hereby given for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Limiting Period for Completion of Works.

LXII. That the Railways 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 executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Railways as shall then be completed.

Deposit made in pursuance of Standing Orders to be forfeited, unless Company, within limited Period, open proposed Line of Railway, or have paid up and expended One Half of Capital.

LXIII. 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-two thousand four hundred and five Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England*, in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Forty-two thousand four hundred and five 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 Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway 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 said Company have paid up One Half 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 said Company shall either have opened the said Railway for the

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 Forty-two thousand four hundred and five Pounds shall have been executed by the said 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 Forty-two thousand four hundred and five Pounds if the said Company shall not within the Time limited for the Completion of the said Railway either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said 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.

Power to take Tolls.

LXIV. That it shall be lawful for the Company to demand any Tolls for the Use of the Railway, not exceeding the following; (that is to say,)

In

In respect of the Tonnage of all Articles conveyed upon the Railway, Branches, or Extension, or any Part thereof, as follows: For Goods, &c.

For all Coals, Coke, Culm, Ironstone, Iron Ore, Limestone, Lime, Bricks, Salt, Sand, Fireclay, Slag, and Stone, *per* Ton *per* Mile One Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For all Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and rolled Iron, *per* Ton *per* Mile Three Farthings; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For all Dung, Cinders, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, and for heavy Iron Castings, including Railway Chairs, *per* Ton *per* Mile not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For all Charcoal, and all Stones for building, pitching, and paving, all Tiles, Slates, Clay (except Fireclay), Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Castings, *per* Ton *per* Mile Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per* Ton *per* Mile not exceeding Threepence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

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 or conveyed on a Truck or Platform not belonging to the Company, *per* Mile not exceeding Fivepence; and a Sum of Twopence *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding Twopence:

In respect of Passengers and Animals conveyed in Carriages upon the Railways, as follows: For Passengers and Cattle.

For any Person conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Bull, Cow, or Neat Cattle, conveyed in or upon any such Carriage, *per* Mile not exceeding Threepence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny:

For every Calf or Pig, Sheep or Lamb, or other small Animal, conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing.

Tolls for propelling Power.

LXV. That the Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed 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 or Sums by this Act authorized to be taken.

Regulations as to the Tolls.

LXVI. That the following Provisions and Regulations shall be applicable to the fixing of such Tolls; (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:

For a Fraction of a Mile beyond Six Miles or beyond any greater Number of Miles the Company may demand Tolls as for One 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 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:

Provided always, that the said Provision and Regulation in regard to Traffic carried for a less Distance than Six Miles shall not extend to or affect any Traffic passing to or from the *Shrewsbury and Hereford* Railway from or to the *Newport, Abergavenny, and Hereford* Railway along that Part of the Main Line of Railway hereby authorized between the Terminus of the same at *Hereford* and the Line of the *Shrewsbury and Hereford* Railway at the Point marked on the said deposited Plans as the Junction with the *Shrewsbury and Hereford* Railway adjoining a certain Field marked Number 58 in the Parish of *Holmer*, or any Part thereof, or along the Branch Railway

secondly above authorized, and called Branch Number One on the said deposited Plans.

Tolls for small Parcels and Articles of great Weights.

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

For the Carriage of small Parcels on the Railway or any Part thereof, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Fourpence:

For any Parcel not exceeding Fourteen Pounds in Weight, Eightpence:

For any Parcel not exceeding Twenty-eight Pounds in Weight, One Shilling and Fourpence:

For any Parcel not exceeding Fifty-six Pounds in Weight, Two Shillings:

For any Parcel not exceeding One hundred and twelve Pounds in Weight, Three Shillings and Sixpence:

For any Parcel not exceeding Two hundred and twenty-four Pounds in Weight, Five Shillings and Sixpence:

And with respect to Parcels exceeding Two hundred and twenty-four Pounds in Weight the Company may charge such Sum as may be agreed upon between them and the Party sending any such Parcel: Provided always, that, as regards Parcels exceeding Two hundred and twenty-four Pounds in Weight, the Company shall not be bound to carry the same by Passenger Trains, except under a special Agreement to that Effect:

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 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.

LXVIII. That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twelve

twelve Pounds in Weight for First-class Passengers, Sixty Pounds in Weight for Second-class Passengers, and Forty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum Rates of Charges for Passengers.

LXIX. That the maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the said 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 Halfpenny *per* Mile.

Maximum Rates of Charges for Cattle, Goods, &c.

LXX. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, be it enacted, That the maximum Rates of Charge to be made by the Company, including the Tolls for the Use of the Railway, and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance (except the loading and unloading of Goods, where such Service is performed by the Company), shall not exceed the following Sums:

For every Horse, or other Beast of Draught or Burthen before classed with Horses, the Sum of Fivepence *per* Mile:

For Cattle, the Sum of Twopence *per* Head *per* Mile:

For Calves and Pigs, One Penny each *per* Mile:

For Sheep and small Animals, Three Farthings each *per* Mile:

For every Carriage, the Sum of Sevenpence *per* Mile:

For Coals, Coke, Ironstone, and other Articles herein-before classed therewith, the Sum of One Penny Halfpenny *per* Ton *per* Mile:

For Pig Iron, Bar Iron, and other Articles herein-before classed therewith, the Sum of Twopence *per* Ton *per* Mile:

For Manure, and other Articles herein-before classed therewith, the Sum of Twopence *per* Ton *per* Mile:

For Sugar, and other Articles herein-before classed therewith, the Sum of Threepence *per* Ton *per* Mile:

For Cotton, and other Goods and Articles herein-before classed therewith, the Sum of Fourpence *per* Ton *per* Mile:

Provided that in the event of the Railway being worked by the *London and North-western* Railway Company, and of their carrying to *London* throughout the Journey any Coals, Culm, or Coke over the Railway hereby authorized, consigned from *Pontypool* or Places South or West thereof, in full Train Loads of not less than One hundred and Sixty Tons in Weight, and in Waggons provided by the Owner,

Owner, Company, or Firm sending such Coals, Culm, or Coke, the maximum Charge to be made by the Company, including the Tolls for the Use of the Railway, and locomotive Power, and every Expense incidental to such Conveyance (except the loading or unloading, where such Service is performed by the Company), shall not exceed Five Eighths of a Penny *per* Ton *per* Mile; and in the event of the said *London and North-western* Railway Company or the *Midland* Railway Company carrying on the Railway throughout the Journey any Coals, Culm, Coke, Ironstone, or Iron Ore between *Pontypool*, or Places South and West thereof, and *Birmingham*, or any Places distant from *Pontypool* at least as far as *Birmingham*, in similar full Train Loads, and in Waggons found by the Party sending the same, the maximum Rates of Charge to be made by the Company, including Tolls and locomotive Power, and all such Matters as aforesaid (except as aforesaid), shall not exceed Three Farthings *per* Ton *per* Mile.

Restriction as to Charges not to apply to Special Trains.

LXXI. Provided always, That the Restriction as to the Charges to be made for Passengers shall not extend to any special Train that may be required to be run upon the said Railway, but shall apply only to the ordinary and express Trains appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers upon the said Railway.

Company may take increased Charges by Agreement.

LXXII. Provided further, That nothing herein contained shall be held to prevent the said 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 by Passenger Trains, or by reason of any other special Service performed by the said Company in relation thereto.

As to Facilities to the Newport, Abergavenny, and Hereford Railway Company.

LXXIII. And whereas a Bill is now pending in Parliament to enable the *Newport*, *Abergavenny*, *and Hereford* Railway Company to construct their Railway on the same Land and in the same Direction as the Company are by this Act authorized to construct the Railway in the City of *Hereford* between the *Hay* Turnpike Road and the *Shrewsbury and Hereford* Railway, and also to construct the Branch Railway from the said Line to the *Hereford*, *Ross*, *and Gloucester* Railway, and the said Bill suspends the Powers of the first-named Company for the Construction of the Portion of Railway and of the Branch aforesaid, on condition of the Provisions herein-after contained: Be it enacted, That the *Worcester and Hereford* Railway Company shall afford to the first-named Company all due Facilities for the Conveyance of Passengers, Animals, Minerals, and Goods upon the Railway hereby authorized between the Junction thereof with the *Newport*, *Abergavenny*, *and Hereford* Railway near the *Hay* Turnpike Road in

in the City of *Hereford* and the *Shrewsbury and Hereford* Railway, and upon their Branch from the said Railway to the *Hereford, Ross, and Gloucester* Railway, so as to ensure the easy and speedy Interchange of Traffic between the Two last-named Railways and the *Newport, Abergavenny, and Hereford* Railway; and the Terms and Conditions upon which such Facilities shall be afforded shall be determined by the Board of Trade, in case of Difference between the Company and the *Newport, Abergavenny, and Hereford* Company.

For facilitating the Interchange of Traffic between certain Railways.

LXXIV. That in order to facilitate as far as may be practicable the Transmission and Interchange of Traffic between and along the Line of Railway by this Act authorized and the said *Shrewsbury and Hereford* Railway, and to provide against any undue Delay or Interruption in the Passage of such Traffic, it shall be lawful to the *Worcester and Hereford* Railway Company and the *Shrewsbury and Hereford* Railway Company respectively, and they are hereby respectively required, to afford at all Times such reasonable and proper Facilities and Accommodation upon the Lines of Railway belonging to the said Companies respectively as shall effectually secure the Objects herein-before expressed; and the said Companies respectively shall and they are hereby required to book through from the Stations on their respective Lines of Railway all Passengers and Traffic of every Description passing or required to be forwarded to and from the Line or Lines of either of the said Companies from or to any Point or Place on the Line or Lines of the other of the said Companies, and that in all Cases, whether the Traffic be carried by the Engines and Carriages of the Companies so booking through or not, and also to receive, convey, and forward to their Destination all Passengers and other Traffic of every Description passing or required to be forwarded from or to any Point or Place on either of the said respective Lines of Railway, to or from any Point or Place on the other of the said Lines of Railway, upon the same Terms and Conditions, including Cost of Transit or Transport, and with the same Facilities and Advantages in all respects as any Traffic of the like Description carried the like Distances under the same Circumstances upon the Line of the Company so required to forward and forwarding such Traffic as aforesaid, or any Part thereof; and if any Dispute or Difference shall arise between the said Companies in reference to any of the Conditions and Provisions herein-before contained, or to the Performance and Fulfilment of the same by either of the said Companies, or as to any Matters of Detail and Arrangement connected therewith, the same shall forthwith be settled and determined by the Board of Trade, or by an Arbitrator to be appointed by that Board, upon the Application of either of the said Companies; and it shall be lawful for the said Companies from Time to Time to make such Agreements as they think fit in regard to the Transmission and Carriage of such Traffic,

and

and the Facilities and Accommodation to be afforded in that Behalf, and also as to the Payments or Allowances to be made by either of the said Companies to the other on account thereof: Provided always, that the Facilities given to the *Shrewsbury and Hereford* Railway Company by this Clause shall be in force only so long as the Traffic of that Company is carried on upon Rails of the Gauge of Four Feet Eight Inches and a Half.

Providing for Use of Portions of Railway, and Shrewsbury and Hereford Railway, subject to Direction by Board of Trade.

LXXV. Provided always, That, if the Board of Trade shall by reason of any special Circumstances so determine, it shall be lawful to the *Shrewsbury and Hereford* Railway Company to run over and to use with their own Engines and Carriages so much of the Line of Railway hereby authorized as lies between the Field numbered 63 in the Parish of *Holmer* on the Plans of the said Railway and the Junction thereof with the Line of the *Newport, Abergavenny, and Hereford* Railway in the City of *Hereford*, and also the Branch Railway to *Barr's Court* hereby authorized, and the Station at *Hereford* of the Company hereby incorporated, and the Conveniences connected therewith; and it shall in like Manner be lawful for the Company hereby incorporated to run over and use with their own Engines and Carriages so much of the Line of the *Shrewsbury and Hereford* Railway as lies between the said Field numbered 63 in the Parish of *Holmer* and the Terminus of the said last-mentioned Railway at *Hereford*, and also the Station at *Hereford* of the said *Shrewsbury and Hereford* Railway; and the said Board of Trade, or an Arbitrator to be appointed by them (and which Arbitrator they are hereby authorized to appoint), shall determine the Terms and Conditions as to Money Payment and otherwise on which such Right of User as aforesaid shall be exercised by the said Companies respectively.

Railway to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. c. 57., and 14 & 15 Vict. c. 64.

LXXVI. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the Session of Parliament held in the Fourteenth and

Fifteenth Years of the Reign of Her present Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways:* Be it enacted, That nothing in this Act contained shall be held to exempt the said Railways and Works, or the Company, from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railways and Works, and Company, so far as the same are applicable.

Railway not exempt from Provisions of future General Acts.

LXXVII. That nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made, or the Company, from the Provisions of any General Act relating to such Act, or of any General Act relating to Railways, or 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, of the maximum Rates of Fares and Charges authorized by this Act, or of Rates for small Parcels.

Expenses of Act.

LXXVIII. That all the Costs, Charges, and Expenses of and incidental to the obtaining of this Act, and preparatory thereto, shall be paid by the Company.

"The Company."

LXXIX. That in this Act the Expression "the Company" shall mean "The *Worcester and Hereford* Railway Company" by this Act incorporated.

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