



ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. ccxciii.

An Act for making a Railway from *Coventry* to the
Southam Railway, and for other Purposes.

[5th July 1865.]

WHEREAS the making of the Lines of Railway by this Act authorized would be of local and public Advantage: And whereas the several Persons in that Behalf in this Act named, with others, are willing at their own Expense to carry the Undertaking into execution on being incorporated into a Company (in this Act called "the Company") for the Purpose: And whereas Plans and Sections of the Railways by this Act authorized showing the Lines and Levels thereof, and a Book of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands to be taken for the Purposes thereof, have been deposited with the Clerk of the Peace for the County of *Warwick*, and such Plans, Sections, and Book of Reference are in this Act referred to as the deposited Plans, Sections, and Book of Reference: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

[*Local.*]

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1. This

The Coventry and Great Western Junction Railway Act, 1865.

Short Title.

1. This Act may for all Purposes be cited as “*The Coventry and Great Western Junction Railway Act, 1865.*”

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

2. “*The Companies Clauses Consolidation Act, 1845,*” and Part I., relating to Cancellation and Surrender of Shares, of “*The Companies Clauses Act, 1863,*” “*The Lands Clauses Consolidation Act, 1845,*” and “*The Lands Clauses Consolidation Acts Amendment Act, 1860,*” “*The Railways Clauses Consolidation Act, 1845,*” and Part I., relating to Construction of a Railway, and Part III., relating to Working Agreements, of “*The Railways Clauses Act, 1863,*” (save so far as any of the Sections and Provisions of those Acts and Parts respectively are expressly excepted or varied by this Act,) are incorporated with this Act.

Same Mean-
ing to Words
in this Act
as in incor-
porated Acts.

3. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; provided that the Expression “*Superior Courts,*” or “*Court of competent Jurisdiction,*” or any other like Expression in this Act or any of the Acts in whole or in part incorporated with this Act, shall for the Purposes of this Act be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Incorpora-
tion of Com-
pany.

4. *Thomas Soden, Francis Wyley, Andrew Hughes, Richard Robbins, Henry Soden, Richard Hands, James Marriot,* and all other Persons who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the *Coventry and Great Western Junction Railway*, and for all other the Purposes of this Act, and for those Purposes are by this Act incorporated by the Name of “*the Coventry and Great Western Junction Railway Company,*” and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes, but subject to the Restrictions of this Act.

First and
other Meet-
ings of Com-
pany.

5. The First Ordinary Meeting of the Company shall be held within Nine Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *March* or *April* or *September* and *October* in every Year.

Number and
Qualification
of Directors.

6. The Number of Directors shall not be more than Seven nor less than Three, and the Qualification of a Director shall be the Possession

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Possession by him in his own Right of Shares to the aggregate nominal Amount of Five hundred Pounds.

7. The Quorum of a Meeting of Directors shall be Three so long as the Number of Directors shall be more than Three, but if the Number shall be Three then the Quorum of a Meeting of Directors shall be Two. Quorum of Directors.

8. *Thomas Soden, Francis Wyley, Andrew Hughes, Richard Robbins, Henry Soden, Richard Hands, and James Marriot*, shall be the First Directors of the Company. First Directors.

9. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting, and at that Meeting the Shareholders present, in person or by proxy, may either continue in Office the Directors appointed by this Act or any of them, or may elect Directors to supply the Place of such of them as are not so continued in Office, the retiring Directors appointed by this Act being eligible as Members of such new Body. Retirement of First Directors.

10. The Newspaper for the Advertisement of all Notices required to be given by the Company shall be any Newspaper published in the County of *Warwick*. Newspaper for Advertisements.

11. The Capital of the Company shall be Two hundred thousand Pounds in Twenty thousand Shares of Ten Pounds each. Capital.

12. Two Pounds Ten Shillings a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of the Share shall be the utmost aggregate Amount of the Calls payable in any One Year on any Share. Calls on Shares.

13. It shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid in respect thereof. Shares not to vest until One Fifth Part paid up.

14. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Sixty-six thousand six hundred Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Two hundred thousand Pounds by this Act authorized is subscribed for or taken *bonâ fide*, and One Half of the Amount thereof is actually paid up, and the Justice who certifies in accordance with Section Forty of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act, is satisfied that the whole of the Power to borrow on Mortgage.

Capital

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Capital is *bonâ fide* subscribed for or taken and One Half thereof paid up, and that all the Shares are issued, and One Fifth Part at least has been paid on account of each separate Share on or before the Issue and Acceptance thereof, and that each Share is held by registered Holders thereof who or whose Assigns are legally liable for the Payment of so much thereof as from Time to Time is unpaid, and of his Satisfaction in that Behalf his Certificate under that Section shall be sufficient Evidence.

Arrears may be enforced by Appointment of a Receiver.

15. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest or of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Fifteen thousand Pounds.

Application of Monies.

16. All and every Part of the Monies raised by the Company under this Act, whether by Shares or by borrowing, shall be applied only for the Purposes of the Company's Undertaking.

Power to take Lands.

17. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Book of Reference as they think fit.

Powers for compulsory Purchases limited.

18. The Powers of the Company 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.

Lands for extraordinary Purposes.

19. The Company from Time to Time may purchase by Agreement, in addition to the Lands by this Act authorized to be purchased compulsorily, any Quantity of Land not exceeding Seven Acres for the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act.

Provision as to Houses of Labouring Classes.

20. The Company shall, not less than Eight Weeks before under the Powers of this Act they take compulsorily in any City, Town, or Parish, Houses amounting to Fifteen in Number, occupied by Persons belonging to the Labouring Classes either wholly or partially as Tenants or Lodgers, make known their Intention to take such Houses by Placards, Handbills, or other general Notice, placed in public View upon or within a reasonable Distance from such Houses; and the Company shall not take compulsorily any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner required by this Provision, and upon Production to any Justice of such Evidence as he shall think sufficient such Justice shall grant such Certificate accordingly.

21. Subject

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21. Subject to the Provisions of this Act, the Company from Time to Time may make and maintain on the Lands shown on the deposited Plans and specified in the deposited Book of Reference the Lines of Railway and Works by this Act authorized, and, so far as the Lines and Levels thereof are shown on the deposited Plans and Sections, may make the same in the Lines and in accordance with the Levels so shown.

Power to
construct
Works.

22. The Lines of Railway and Works by this Act authorized comprise the following Lines of Railway (all in the County of *Warwick*), with all proper and sufficient Sidings, Stations, Buildings, Yards, Bridges, Viaducts, Roads, Approaches, and other Works and Conveniences whatsoever:

Description
of Works.

No. 1. A Railway commencing in the Parish of the *Holy Trinity* in the City of *Coventry* near *Priory Street*, and terminating in the Parish of *Birdingbury* by a Junction with the authorized Line of the *Southam* Railway near a Field numbered 18 in that Parish on the deposited Plans of the said Railway referred to in the *Southam* Railway Act, 1864:

No. 2. A Railway commencing in the Parish of *Saint Michael, Coventry*, by a Junction with the Railway No. 1., in a Field known as *Town Wall Close*, and terminating in the Parish of *Holy Trinity, Coventry*, by a Junction with the *Coventry and Nuneaton* Branch of the *London and North-western* Railway near the Mile Post thereon denoting Ninety-six and a Quarter Miles from *London*.

23. The Railway may as the Company think fit be made and maintained with Rails of the Broad Gauge or of the Narrow Gauge, or of both Gauges.

Gauge of
Railway.

24. And whereas the Railway is intended to pass over and near the Line of the *Coventry* Canal Navigation, and it is expedient to make the following Provisions in consequence thereof: Therefore, except as herein is expressly provided, nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights and Privileges, Powers or Authorities, vested in the Company of Proprietors of the said *Coventry* Canal Navigation, who are herein-after referred to as "the *Coventry* Canal Company," which Expression as herein-after used shall be held to mean the said Company of Proprietors, or authorize or empower the Company to interfere with or alter the Line or Level of the said Canal, or the Towing-path thereto, or any Part or Parts thereof respectively, further than may be occasioned by the building the Bridge which shall be required for carrying the Railway over the said Canal, and then subject to the Provisions and Restrictions herein-after contained relating thereto, or

Not to inter-
fere with the
Coventry
Canal
Navigation.

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to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein, or take away any which now supply the said Canal, or to injure any of the Works of the said Canal further than is herein provided; and it shall not be lawful for the Company to make any Deviations from the Course or Direction of the Railway as delineated on the deposited Plans through which the Railway is intended to pass, which shall cause any Diversion or Alteration of the Line of the *Coventry* Canal Navigation, without the Consent of the *Coventry* Canal Company under their Common Seal first had and obtained; and nothing herein contained shall compel the *Coventry* Canal Company to convey the Fee Simple of the Land belonging to them over which the Railway is intended to pass to the Company, but the same shall remain vested in the *Coventry* Canal Company, subject nevertheless to the Right of the Company for ever to construct and maintain the Railway, and have, use, and possess such Way and Passage for the Railway by means of a Bridge over the said Canal as are hereby provided for.

Company to
erect Bridge
over the
Coventry
Canal.

25. In carrying the Railway over the *Coventry* Canal Navigation 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 the said Canal and the Towing-path thereto, with proper Approaches, and the Span of the said Bridge between the Abutments thereof shall not be less than Forty-two Feet in the clear, allowing Thirty-three Feet for the Width of the Canal at Surface Level, and Nine Feet for the Width of the Towing-path, and that the Soffits of the Arch for a Space of Forty Feet in the Centre of the Opening shall not at any Time come within less than Ten Feet of the Surface Water of the said Canal and the Abutments of the said Bridge; and the Walls of the Waterways shall be made parallel with the Line of the Canal at the Place where the said Bridge or Walls shall be made; and if in case of any imperfect Construction or Want of Repairs to the said Bridge or any Part thereof, or the Approaches, Slopes, Sides, or Banks of the Railway next the said *Coventry* Canal, or any of them, or any Part thereof (other than and except arising from any Act or Default of the said *Coventry* Canal Company), and Notice thereof in Writing being given by the Clerk of the Canal Company to the Company, the Company shall not for the Space of Fourteen Days after the Service of such Notice commence such Repairs, and complete the same with all reasonable Expedition, it shall be lawful for the said *Coventry* Canal Company from Time to Time to make all such Repairs, and all the Expenses thereof shall be repaid by the Company to the *Coventry* Canal Company within Fourteen Days after Demand in Writing served upon the Company, and in default of such Payment such Expenses may be sued for and recovered by the said
Coventry

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Coventry Canal Company together with Costs of Suit against the Company in any Court of competent Jurisdiction.

26. The Bridge and all the Works connected therewith, and all future Repairs thereof, so far as relates to all necessary Precautions for the Safety of the *Coventry Canal* and the Towing-path thereof, the Water in the said Canal and the Works connected therewith, and for preserving a free and uninterrupted Passage along the said Canal and Towing-path, shall be constructed and performed according to Plans and Specifications to be submitted to and subject to the reasonable Approval of the Engineer for the Time being of the *Coventry Canal Company* previously to the Commencement of the Works, which shall be completed to the reasonable Satisfaction of such Engineer; and in case during the Progress of the Construction of the said Bridge or any of the Works, or any Repairs thereof respectively, any Damage shall be occasioned to the said Canal, Towing-path, or the Works thereof respectively, the Company shall, to such reasonable Satisfaction as aforesaid, restore the same to the same State and Condition as before the happening of any such Damage; and the Bridge and all the Works connected therewith shall be completed within the Period of Twelve Calendar Months from the Day on which the same shall be commenced, and if the same shall not be completed within that Time the Company shall forfeit and pay to the *Coventry Canal Company*, as and for liquidated Damages, the Sum of Twenty Pounds for every Day after the Expiration of that Period until the Bridge and the Works connected therewith shall be completed.

As to Mode of Construction of Bridge and Time for its Completion.

27. During the Erection of the said Bridge, and at all Time during any Repairs thereof or otherwise, a clear Waterway of not less than Twenty Feet in Width, a Towing-path of not less than Six Feet in Width, and a clear Height of not less than Nine Feet from the Surface of the Water, shall be left for the Navigation of the said Canal.

Canal not to be obstructed during building or repairing Bridge over same.

28. If during the 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 during any Repairs thereof or of the said Bridge, or if by any Act or Omission of the Company or any of their Agents, Servants, or Workmen, or in consequence of any of the Works when made, the Water of the said Canal shall leak, escape, or run to waste from the said Canal, the Company shall pay to the *Coventry Canal Company* the Sum of Ten Pounds as liquidated Damages for every reasonable estimated Nine thousand Cubic Feet of Water which shall have so leaked, escaped, or run to waste, and in the same Proportion for any greater or less Quantity; and if by reason or in consequence of any of the Circumstances or Causes aforesaid the said *Coventry Canal* Navigation, or the Towing-path thereof, shall be so obstructed

Penalty for causing Loss of Water or Obstruction to the Navigation of the *Coventry Canal*.

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obstructed as that Boats, Barges, and other Vessels navigating or using the same cannot pass, or shall be delayed in the Passage along the same, or in case the Space under the said Bridge shall at any Time be contracted so as to be less in Width or Height than is herein-before prescribed, then and in either of the said Cases the Company shall pay to the *Coventry Canal Company*, as or by way of liquidated Damages or Loss of Tolls, the Sum of One hundred Pounds for every Twenty-four Hours during which such Obstruction or Contraction shall continue on the said Canal, and so in proportion for any less Time than Twenty-four Hours; but if any such Obstruction or Contraction shall continue for the Space of more than Twenty-two consecutive Hours after Notice thereof shall have been given by any Officer or Agent of the *Coventry Canal Company* to the Company, or shall be caused by any wilful Act, Neglect, or Omission on the Part of the Company or any of their Agents, Servants, or Workmen, then and in every such Case the Company shall pay to the *Coventry Canal Company* the Sum of Twenty Pounds as liquidated Damages for every Hour, and so in proportion for any Part of an Hour, during which such Obstruction or Contraction shall continue.

Coventry Canal Company and others not to be precluded from recovering special Damages.

29. Nothing herein contained shall extend to prevent the *Coventry Canal Company* from recovering beyond the Amount of such liquidated Damages aforesaid, or to prevent any Owner of Boats or Barges, or any other Person whomsoever using or navigating the *Coventry Canal*, from recovering from the Company any special Damages that may be sustained by them or any or either of them, or that any of them may be liable to pay or shall pay for or on account or by reason or in consequence of the wilful or other Acts, Defaults, or Neglects of the Railway Company, or in consequence of the flowing or Escape of the Water out of the said Canal, if the same shall be caused or happen by reason of the making or maintaining of the Railway or of the Bridge or the Works connected therewith; and the *Coventry Canal Company* and any such Owner or other Person are hereby authorized to sue for and recover such liquidated and special Damages, together with full Costs of Suit, in any Court of competent Jurisdiction.

Execution of Works of Railway under London and North-western Railway.

30. And whereas the Railway is intended to pass under the *London and Birmingham* and *Rugby and Leamington* Lines of the *London and North-western Railway*: Therefore, all the Works in and upon or under the Lands of the *London and North-western Railway Company* for the Purposes of carrying the Railway under the Railway of that Company shall be executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer of the *London and North-western Railway Company*, and

at

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at the Expense of the Company ; and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway, and so as to leave undisturbed all the existing Lines at the respective Spots where they are to be passed under by the Railway of the Company, and so as also to make Provision for the widening of the *London and North-western* Railway at the Passage under of its *London and Birmingham* Line for not exceeding Two additional Lines of Rails, and at the Passage under of its *Rugby and Leamington* Line for not exceeding One additional Line of Rails.

31. The Company shall at all Times maintain the Arches or other Works by which the Railway shall be carried under the *London and North-western* Railway in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineer of the *London and North-western* Railway Company ; and if and whenever the Company fail so to do, the *London and North-western* Railway Company may make and do in and upon as well the Lands of the Company as their own Lands all such Works and Things as the *London and North-western* Railway Company may reasonably think requisite in that Behalf ; and the Sum from Time to Time certified by their Engineer to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered with full Costs by the *London and North-western* Railway Company from the Company in any Court of competent Jurisdiction.

Maintenance
of those
Works.

32. The Arches or other Works by which the Railway shall be carried under the said *London and North-western* Railway, and all Works and Conveniences connected therewith, shall be made only according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to the Engineer of the *London and North-western* Railway Company, and to be reasonably approved of by him in Writing under his Hand before any of those Works are begun.

Plans, &c.
for Works
affecting the
London and
North-western
Railway
Company.

33. The Company shall not, without in every Case the previous Consent of the *London and North-western* Railway Company in Writing under their Common Seal, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession or under the Power of the *London and North-western* Railway Company, except only such Parts of their Lands as it shall be necessary for the Company to take and use, enter upon or interfere with, for the Purpose of making and maintaining the Works by which the Railway is according to this Act to be carried under the *London and North-western* Railway.

Restricting
Interference
with Lands
of London
and North-
western
Railway
Company.

[Local.]

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34. The

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Traffic on London and North-western not to be interfered with.

34. The Company shall not in the Exercise of any of the Powers of this Act in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe User of the *London and North-western Railway* or any Traffic thereon.

In case of Obstruction of or Injury to the Works of the London and North-western Company the Company to make Compensation.

35. If by reason of any of the Works or Proceedings of the Company the *London and North-western Railway*, or any of the Works connected therewith, shall be injured or damaged, such Injury or Damage shall be forthwith made good by the Company at their own Expense, or, in the event of their failing so to do, then the *London and North-western Railway Company* may make good the same and recover the Expense thereof with full Costs against the Company in any Court of competent Jurisdiction; and if any Interruption shall be occasioned to the Traffic of the *London and North-western Railway*, or by reason of any of the Operations of the Company, the Company shall on Demand pay to the *London and North-western Railway Company* all Costs and Expenses to which that Company may be put, as well as full Compensation for the Loss and Inconvenience sustained by them by reason of any such Interruption, such Costs, Expenses, and Compensation to be respectively recoverable with full Costs by that Company from the Company in any Court of competent Jurisdiction.

Company to acquire only Easements in Lands of London and North-western Company.

36. With respect to any Land of the *London and North-western Railway Company* which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the *London and North-western Railway Company* may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

Period for Completion of Railway.

37. The Railway by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Bond for Completion of Railway.

38. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to the Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Sixteen thousand and twenty-two Pounds and Five Shillings Three Pounds *per Centum* Annuities, equal in Value to the Sum of Fourteen thousand four hundred Pounds, being Eight *per Centum* upon One hundred and eighty thousand Pounds, the Amount of the Estimate in respect of the Railway by this Act authorized, has been paid into the Name

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of the Accountant General of the Court of Chancery with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything in that Act contained, the said Sum of Sixteen thousand and twenty-two Pounds and Five Shillings Three Pounds *per Centum* Bank Annuities, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of the Bond 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 that Act, or the Survivors or Survivor of them, unless the Company before the Expiration of the Period limited for the Completion of the Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half; and if the Period expire before the Company either open the Railway for the public Conveyance of Passengers, or give the Proof to the Satisfaction of the Board of Trade, the said Sum of Sixteen thousand and twenty-two Pounds and Five Shillings Three Pounds *per Centum* Bank Annuities so paid as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then 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: Provided, that at any Time after the passing of this Act if a Bond in double the Amount of the Sum of Fourteen thousand four hundred Pounds be executed by the Company, with One or more Sureties, (the Bond to be prepared to the Satisfaction of, and the Surety or Sureties to be approved by, the Solicitor to the Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Sixteen thousand and twenty-two Pounds and Five Shillings Three Pounds *per Centum* Bank Annuities, if the Company do not within the Period limited for the Completion of the Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital, and if the Bond be deposited with the Solicitor to the Treasury, then the said Sum so paid as aforesaid, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons named in the Warrant or Order, or the Survivor or Survivors of them, and it shall not be necessary to produce any Certificate of this Act having passed; and the Monies recovered on
the

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the Bond shall be dealt with in the like Manner as the said Portion of the said Sum so transferred as aforesaid, and the Interest or Dividends thereof, would be dealt with under this Act if the Bond were not so executed and deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

Tolls. **39.** The Company may demand and take for the Use of the Railway and for the Supply of Carriages, Waggons, or Trucks, any Tolls not exceeding the following; (that is to say,)

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

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

For Animals. Secondly, in respect of Animals conveyed upon the Railway or any Part thereof, as follows:

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

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

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

Tonnage on Articles of Merchandise. Thirdly, in respect of Goods conveyed upon the Railway or any Part thereof, as follows:

Class 4. For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, Coals, Culm, Cinders, Cannel, Ironstone, Iron Ore, Limestone, Chalk, Sand, Slag, and Clay (except Fireclay), *per* Ton *per* Mile One Penny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 5. For all Coke, Charcoal, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Wrought Iron, heavy Iron Castings, Railway Chairs, Slabs, Billets, and rolled Iron, Lime, Bricks, Tiles, Slates, Salt, Fireclay, and Stone, *per* Ton *per* Mile One Penny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 6. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, and Metals (except Iron),
Nails,

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Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per Ton per Mile* Twopence Halfpenny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per Ton per Mile* of One Penny:

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

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, conveyed on a Truck or Platform belonging to the Company, Sixpence *per Mile*:

And a like Sum of One Penny Halfpenny *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

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

Tolls for propelling Power.

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

Maximum Rate of Charge for Passengers.

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

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

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

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

Restrictions as to Charges not to apply to Special Trains.

43. Every Passenger travelling upon the Railway may cause to be carried in the same Train with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Passengers Luggage.

[*Local.*]

49 *N*

44. And

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Maximum
Rate of
Charge for
Cattle and
Goods.

44. And with respect to the Conveyance of Goods, Carriages, and Animals, the Company may lawfully demand and receive as a maximum Rate of Carriage for the Conveyance thereof along the Railway, including the Tolls for the Use of the Railway and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Duty or Business of a Carrier, where such Services or any of them are or is performed by the Company), any Rates or Sums not exceeding the Rates or Sums following; (that is to say,)

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

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

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

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

For everything in Class 5, Twopence *per* Ton *per* Mile :

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

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

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Sixpence ; and if weighing more than One Ton, One Penny Halfpenny for every additional Quarter of a Ton or Fraction of a Quarter of a Ton which such Carriage may weigh.

Regulations
as to the
Tolls.

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

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

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

For a Fraction of a Ton the Company may demand Toll according to the 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

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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 in proportion for any smaller Quantity.

46. And with respect to small Packages and single Articles of great Weight, be it enacted that notwithstanding the Rates of Tolls prescribed by this Act, the Company may lawfully demand Tolls not exceeding the following ; (that is to say,) Tolls for small Parcels and single Articles of great Weight.

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

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

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

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

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

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

For the Carriage of any 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 One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, 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.

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

48. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof Company may take increased Charges by Agreement.
(except

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(except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Power to run over and use Southam Railway.

49. The Company and all Persons and Corporations lawfully using the Railway may pass over and use with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, the *Southam* Railway, together with all Stations, Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Booking and other Offices, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said Railway and Stations, and the *Southam* Railway Company shall make all requisite Arrangements for that Purpose.

Terms of such Use.

50. The Terms, Conditions, and Regulations to which the Company and such other Persons and Corporations as aforesaid shall be subject in respect of the said Use, and the Tolls or other Considerations to be paid by them for the same, shall if not agreed upon between them and the *Southam* Railway Company be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference; and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct.

For protecting local Traffic.

51. In exercising the Powers herein-before granted, it shall not be lawful for the Company, unless with the Consent in Writing of the *Southam* Railway Company, to take up at any Station of the said Company any Passengers, Parcels, Animals, Goods, or Minerals, and to deliver the same at another Station of the said Company.

As to Services at Stations.

52. The *Southam* Railway Company or their Lessees shall, upon the Railway herein-before specified, and, also at the Stations thereon, perform all such Services and Duties (including the Supply of Water) as may be necessary or reasonable for the convenient Conduct of the Traffic of the Company upon Payment of such Charges for the same as may be agreed upon between them; and if any Difference shall arise between the Companies as to the Amount of any such Payments, or as to the Nature, Extent, or Sufficiency of any Services and Duties so to be performed, such Difference shall from Time to Time be settled by an Arbitrator to be appointed at the Request of either Party by the Board of Trade, and the Arbitrator to whom the Matter may be referred may determine the Amount of such Payments and prescribe what Duties and Services shall be so performed; and if he shall be of opinion that it is needful for the Protection of the due working or Development of the Traffic of the Company, he may prescribe that the said Company may employ at any of the Stations aforesaid such Clerks, Agents, and Servants as he may by his

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his Award define, and he may likewise prescribe the Accommodation that shall be given at any such Station to the said Clerks, Agents, and Servants, and may lay down Rules for their Conduct, and may prescribe the Payments for the Accommodation so to be afforded; and the Award made from Time to Time by the Arbitrator shall be binding upon the respective Companies, and shall be obeyed by them respectively: Provided always, that the Right to use any of the said Stations shall not be suspended during such Arbitration: Provided also, that it shall be lawful for the Company to cart Goods into and out of the Stations aforesaid.

53. The Company, or such other Persons and Corporations as aforesaid, in using or traversing the said Railway, and in using the Stations and the Conveniences thereof, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the Company. Byelaws to be observed.

54. The *Great Western* Railway Company, and any other Railway Companies owning or using the said *Southam* Railway, or the said *Coventry and Nuneaton* Branch of the *London and North-western* Railway, may pass over and use with their Engines, Carriages, and Waggons, for the Purposes of Traffic of all Kinds, the Railway hereby authorized, and the Stations, Sidings, Watering Places, Works, and Conveniences belonging thereto or connected therewith, and the Company shall make all necessary Arrangements for that Purpose, and afford all reasonable Facilities and perform all reasonable Services for the Passage, Reception, Delivery, and Transmission of Traffic over their Railway to and from the *Great Western* Railway and the Railways of such other Railway Companies as aforesaid, and Places beyond, and make Provision for the Use of Booking Offices at the Stations on the Railway hereby authorized, and all other Matters necessary for facilitating the Traffic aforesaid. Power to Great Western and other Railway Companies to use Railway.

55. The Terms, Conditions, and Regulations to which the *Great Western* Railway Company and such other Railway Companies as aforesaid shall be subject in respect of the said Use, Facilities, and Services, and the Tolls and other Consideration to be paid by them for the same, shall, if not agreed upon between them and the Company, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decisions of such Arbitrator shall be binding and conclusive on all Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct. Terms of such Use.

The Coventry and Great Western Junction Railway Act, 1865.

For protect-
ing local
Traffic of
the Com-
pany,

56. In exercising the Powers herein-before granted, it shall not be lawful for the *Great Western Railway Company* or such other Railway Companies as aforesaid, unless with the Consent in Writing of the Company, to take up at any Station upon any Portion of the Railway hereby authorized any Passengers, Parcels, Animals, Goods, or Minerals, Matters or Things, and to deliver the same at any other Station of the Company.

Interest or
Dividend
not to be
paid on
Calls.

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

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

58. The Company or any other Railway Company to which this Act relates shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, is required to be deposited in respect of any Application to Parliament for obtaining an Act authorizing the Company or the said other Railway Company to make any Railway, or execute any other Work or Undertaking.

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

59. Nothing in this Act contained shall be deemed or construed to exempt the Railway or any Railway Company to which this Act relates from the Provisions of any present or future General Acts relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Tolls and Charges by this Act or any other Act relating to the respective Railway authorized, or of the Rates for small Parcels thereby authorized.

Expenses of
Act.

60. All the Costs, Charges, and Expenses of and incident to the preparing and applying for, obtaining, and passing of this Act shall be borne and paid by the Company.

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