



ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. cxliii.

An Act to extend the Time granted to the *East Gloucestershire* Railway Company for the Purchase of Land and Construction of their Railways ; and for other Purposes.

[15th July 1867.]

WHEREAS by "The *East Gloucestershire* Railway Act, 1864," the *East Gloucestershire* Railway Company (who are herein-after referred to as the Company) were authorized to construct the Railways therein mentioned, being Railways at and near *Cheltenham*, and from *Cheltenham* through *Fairford* and *Lechlade* to *Faringdon* in *Berkshire*, to *Witney* in *Oxfordshire*, and at *Yarnton*, and by "The *East Gloucestershire* Railway Act, 1866," certain Deviations were authorized from the Lines of Railway prescribed by the said Act of 1864, and the said Acts are herein-after respectively referred to as the Act of 1864 and the Act of 1866: And whereas the Time granted for the taking of Lands under the Powers of the Act of 1864 will expire on the Twenty-ninth Day of *July* 1867, and the Time granted for the Completion of the Works authorized by the same Act, and authorized by the Act of 1866, will expire in the Month of *July* 1869, and it is expedient that both the said Periods should be extended: And whereas it is expedient that the Company and the *Great Western* Railway Company should be

[Local.] 24 Y empowered

27 & 28 Vict.
c. cclxxxv.

29 & 30 Vict.
c. ccxiv.

The East Gloucestershire Railway Act, 1867.

empowered to enter into such Agreements as are herein-after mentioned for and with respect to the Management, Use, and Working of the *East Gloucestershire* Railways : And whereas it is expedient that the Provisions of the said Acts of 1864 and 1866 should be in other respects amended; but inasmuch as the Purposes aforesaid cannot be effected without the Authority of Parliament, may it please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; that is to say,

Short Title. 1. This Act may be cited for all Purposes as "*The East Gloucestershire Railway Act, 1867.*"

Extension of Time. 2. The Time granted by "*The East Gloucestershire Railway Act, 1864,*" for the taking of Lands for the Purposes of the said Act shall be extended until the First Day of *October* One thousand eight hundred and sixty-nine, and the Time granted for the Completion of the Works authorized by the Act of 1864, and for the Completion of the Deviations authorized by the Act of 1866, shall be extended to the First Day of *October* One thousand eight hundred and seventy-one, and Part II. of "*The Railways Clauses Act, 1863,*" relating to Extension of Time, shall be incorporated with this Act.

As to crossing of Thames.

3. All Works to be executed under the Powers of the recited Acts or of this Act for crossing the River *Thames*, or with relation to such crossing, shall be done under the Superintendence and to the reasonable Satisfaction of the Engineer to the Conservators of the River *Thames*, and the following Provisions shall apply to such Works :

1. Sufficient Means shall be provided to prevent the Accumulation of Flood Water in consequence of the said Railway, or the Works connected therewith :

2. The Company shall not take any Gravel, Soil, or other Material from the Bed of the River without the Consent in Writing of the Conservators under the Hand of their Secretary :

3. If any Work to be constructed by the Company in, under, over, through, or across the River *Thames*, or if any Portion of any Works which affect or may affect such River, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Conservators of the River *Thames* to abate and remove the same or such Part or Parts thereof as 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 Conservators of the River *Thames*, and be recoverable accordingly, with Costs of Suit.

4. Nothing

Conservators may remove Works abandoned.

The East Gloucestershire Railway Act, 1867.

4. Nothing in this or the recited Acts contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing of this Act the said Conservators did or might lawfully claim, use, or exercise.

Saving Rights of the Conservators of the River Thames.

5. Nothing contained in this Act shall authorize the Company to take the Land belonging, or reputed to belong to Mr. *George Parsonage* and Mr. *George Norman*, or either of them, numbered 523 and 525 respectively, in the Parish of *Cheltenham*, on the deposited Plans, unless the Company shall give Notice in Writing to them respectively of the Intention of the Company to take such Lands within Twelve Months after the passing of this Act; and the Company shall not in any Event take of the said Lands belonging or reputed to belong to the said *George Norman* more than Thirty Perches at the Southern or South-eastern Side thereof as shown upon a Plan signed by Mr. *Charles Liddell*; and nothing herein contained shall invalidate any Agreement entered into by or on behalf of the Company with the said Mr. *George Parsonage* with respect to his Land at *Cheltenham*.

As to Lands of Mr. G. Parsonage and Mr. Norman.

6. The Company and the *Great Western Railway Company* may (subject nevertheless to any Rights of the *Midland Railway Company*) from Time to Time enter into Agreements for and with respect to the Working, Use, Management, and Maintenance of the Railways and Works of the Company, or any Part or Parts thereof, the Supply of Rolling Stock and Machinery, and of Officers and Servants for the Conduct of the Traffic of the said Railways, the Payments to be made and the Conditions to be performed with respect to such Working, Use, Management, and Maintenance, the Interchange, Accommodation, and Conveyance of Traffic coming from or destined for the respective Undertakings of the contracting Companies, and the Division and Appropriation of the Revenue arising from that Traffic, and may appoint Joint Committees for carrying into effect any such Agreement as aforesaid: Provided that no Agreement between the Company and the *Great Western Railway Company* shall be entered into with reference to the Working, Use, Management, or Maintenance of Railway No. 3. without the written Consent of the *Midland Railway Company*.

Power to make Agreements with Great Western Railway Company.

7. Nothing in this Act contained shall exempt the *East Gloucestershire Railway* from the Provisions of any present or future General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates

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

The East Gloucestershire Railway Act, 1867.

of Fares and Charges by the several Acts relating to the Company, or any of them, authorized, or of the Rates for small Parcels thereby authorized.

Expenses of
Act.

8. All the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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