



ANNO OCTAVO & NONO

# VICTORIÆ REGINÆ.

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*Cap. clxxxiv.*

An Act for making a Railway from *Oxford* to  
*Worcester* and *Wolverhampton*.

[4th August 1845.]

**W**HEREAS the making of a Railway from the *Great Western* Railway at the City of *Oxford* to the City of *Worcester*, and to join the *Grand Junction* Railway at *Wolverhampton* in the County of *Stafford*, with Branch Railways from the Main Line at or near *Worcester* to the River *Severn*, to the *Stoke Works* at *Stoke Prior* in the County of *Worcester*, to *Stourbridge* in the said County, and to *Kingswinford* in the said County of *Stafford*, would be of great public Advantage: And whereas the Persons hereafter named, with others, are willing, at their own Expence, to carry such Undertaking into execution; but the same cannot be effected without the Authority of Parliament: And whereas an Act has been passed during the present Session of Parliament, intituled *An Act for consolidating in One Act certain Provisions usually inserted in Acts with respect to the Constitution of Companies incorporated for carrying on Undertakings of a public Nature*, and called "The Companies Clauses Consolidation Act, 1845:" And whereas another Act has also been passed during the present Session of Parliament, intituled *An Act for consolidating in One Act certain Provisions usually inserted in Acts*

8 & 9 Vict.  
c. 16.

8 & 9 Vict.  
c. 18.

[Local.]

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authorizing

8 & 9 Vict.  
c. 20.

Recited Acts  
incorporated  
with this  
Act.

Short Title.

Subscribers  
incorporated.

Capital.

authorizing the taking of Lands for Undertakings of a public Nature, and called "The Lands Clauses Consolidation Act, 1845:" And whereas another Act has also been passed during the present Session of Parliament, intituled *An Act for consolidating in One Act certain Provisions usually inserted in Acts authorizing the making of Railways*, and called "The Railway Clauses Consolidation Act, 1845:" May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the Provisions of the said recited Acts shall be incorporated with and form Part of this Act, so far as the same are applicable to the Purposes thereof, and are not modified by or inconsistent with the Provisions herein-after contained.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments, Documents, and Pleadings, it shall be sufficient to use the Expression "*The Oxford, Worcester, and Wolverhampton Railway Act, 1845.*"

III. And be it enacted, The *Frederick Pratt Barlow* Esquire, *John Barker* Esquire, *Thomas Badger* Esquire, *Isaac Badger* Esquire, *Henry Goodear Busby* Esquire, *Robert Beman* Esquire, *James Foster* Esquire, *Thomas Nelson Foster* Esquire, *Thomas Richard Guppy* Esquire, *Michael Grazebrooke* Esquire, *Benjamin Gibbons* Esquire, *Richard Hickman* Esquire, *Joseph Hornby* Esquire, *Lawrence Heyworth* Esquire, *William Lewis* Esquire, *Edward Latimer* Esquire, *William Mathews* Esquire, *John Masterman junior*, Esquire, *Frederick Ricketts* Esquire, *John Rogers* Esquire, *Francis Rufford* Esquire, *Francis Tongue Rufford* Esquire, *Henry Simonds* Esquire, *Christopher Shapland* Esquire, *William Tothill* Esquire, *George Benjamin Thorneycroft* Esquire, *Edward Terry* Esquire, *Richard Yapp* Esquire, 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 a Railway from the *Great Western* Railway at the City of *Oxford* to the City of *Worcester*, and to join the *Grand Junction* Railway at *Wolverhampton* in the County of *Stafford*, with several Branch Railways, as herein-after particularly mentioned, and with proper Works and Conveniences belonging thereto, according to the Provisions of the said recited Acts and of this Act, and for other the Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "*The Oxford, Worcester, and Wolverhampton Railway Company*," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the recited Acts contained.

IV. And be it enacted, That the Capital of the Company shall be One million five hundred thousand Pounds.

V. And be it enacted, That the Number of Shares into which the Capital shall be divided shall be Thirty thousand, and the Amount of each Share shall be Fifty Pounds.

Number and Amount of Shares.

VI. And be it enacted, That Ten Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Thirty Pounds of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share; and Three Months at the least shall be the Interval between successive Calls.

Calls.

VII. And be it enacted, That it shall be lawful for the Directors of the Company, until the Railway shall be completed, and opened to the Public, to pay Interest, at any Rate not exceeding Four Pounds *per Centum per Annum*, in respect of the Deposits and Calls paid on every Share, from the Day on which such Deposits and Calls shall have been so paid, such Interest to accrue and be paid at such Times and Places as the Directors for the Time being shall appoint for that Purpose: Provided always, that no Interest shall accrue to the Proprietor of any Share upon which any Call shall be in arrear in respect of such Share, or of any other Share held by the same Proprietor, during the Period while such Call shall remain unpaid.

Interest to be paid on Calls until Railway completed.

VIII. And be it enacted, That no Shareholder of the Company shall be liable for or charged with the Payment of any Debt or Demand due from the Company beyond the Extent of his Share in the Capital of the Company not then paid up.

Extent of Liability of Shareholders.

IX. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Five hundred thousand Pounds; but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of One million five hundred thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Power to borrow Money.

X. And be it enacted, That the Principal Monies which shall become payable in respect of any Mortgage or Bond by the Company by virtue of this Act shall, unless otherwise expressed in such Mortgage or Bond, be deemed to be payable at the principal Office of the Company.

Mortgages to be payable at the principal Office of the Company.

XI. And whereas the Formation of the Railways hereby authorized to be made would be beneficial to the Interests of the *Great Western* Railway Company; be it therefore enacted, That it shall be lawful for the said *Great Western* Railway Company to subscribe towards and become Shareholders in the Undertaking hereby authorized, to any Extent not exceeding Seven hundred and fifty thousand Pounds which may be agreed or resolved to be subscribed by them at any General Meeting specially convened for the Purpose.

Power for the *Great Western* Railway to subscribe towards the Undertaking.

XII. And be it enacted, That for such Purpose it shall be lawful for the *Great Western* Railway Company to raise the Sum which may be so agreed or resolved to be advanced by them, or any Part thereof, by

Power for the *Great Western* Railway

Company to raise Capital for the Purpose.

by the Creation of new Shares, of such Amount and upon such Terms and Conditions as may be determined by a Majority of the Shareholders present at any General Meeting of the said *Great Western Railway Company*; or it shall be lawful for the said *Great Western Railway Company*, if they so think fit, to guarantee Interest out of their Corporate Funds or annual Revenue after a Rate not exceeding Five Pounds *per Centum per Annum* on the Shares for which they are hereby empowered to subscribe as aforesaid, for such Periods, and upon such Conditions as to the Redemption of such Shares by the said *Great Western Railway Company*, or otherwise, as the respective Holders for the Time being of such Shares, or Parties in whose Hands the same may be placed as Security, and the said *Great Western Railway Company*, may mutually agree upon.

Right of voting by the *Great Western Railway Company*.

XIII. And be it enacted, That at all General or Special General Meetings of the Company hereby incorporated the said *Great Western Railway Company*, in case they shall subscribe any Portion of the Capital, may vote in respect of the Shares or Stock held by them by any Person, being a Shareholder in the said last-mentioned Company, who may be deputed by them to attend such Meeting on their Behalf: Provided always, that it shall not be lawful for any of the Directors acting under this Act who may have been appointed by or on behalf of the said *Great Western Railway Company*, nor for any Person nominated or appointed by the said *Great Western Railway Company* to vote on their Behalf at any Meeting of the Company, to vote as such Nominee in any Question relating to the Sale or Lease of the said Railway or any Part thereof to the said *Great Western Railway Company*, or to the working or using thereof by such Company.

First Ordinary Meeting of the Company.

XIV. And be it enacted, That the First Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act.

Number and Qualification of Directors.

XV. And be it enacted, That, subject as herein-after mentioned, the Number of Directors shall be Sixteen, of whom Six shall be appointed by the *Great Western Railway Company* in manner herein-after mentioned, and the Remainder by the Shareholders hereby incorporated; and the Qualification of a Director, except a Director appointed by and on behalf of the *Great Western Railway Company*, shall be the Possession in his own Right of Twenty Shares in the Undertaking.

Where 8 & 9 Vict. c. 16. not to apply.

XVI. And be it enacted, That the several Provisions of the said "Companies Clauses Consolidation Act" which relate to the Election, Qualification, Retirement from Office, and Rotation of Directors shall not apply to the Directors to be so appointed by the said *Great Western Railway Company*.

Number of Directors to be appointed by the *Great*

XVII. And be it enacted, That at or before the first Ordinary Meeting to be held in the Year One thousand eight hundred and forty-six the Directors for the Time being of the said *Great Western Railway Company* shall nominate Six Members of their Body to be  
Directors

Directors of the Company hereby incorporated from and after the said Ordinary Meeting, and the Directors so appointed shall accordingly be Directors of the Company hereby incorporated, and shall respectively remain in Office until they shall respectively die, resign, or become disqualified by ceasing to be Directors of the *Great Western Railway Company*, or until they shall be removed by Vote of the Directors of the said *Great Western Railway Company*; and it shall be lawful for the said last-mentioned Directors, as and when any Vacancy shall occur in the Number of Directors appointed by them as aforesaid, to elect any Member of their Body in the Room of the Director occasioning such Vacancy: Provided nevertheless, that all Acts of the Board of Directors acting under and in accordance with the Provisions of this Act shall be valid, notwithstanding the said *Great Western Railway Company* may not have made such Appointment of Directors as aforesaid, and although the full Number of Directors specified in this Act shall not at any Time be completed.

Western  
Railway  
Company.

XVIII. And be it enacted, That it shall be lawful for the Directors for the Time being of the Company hereby incorporated, by Vote of a Majority consisting at least of Four Fifths of such Directors, to remove any of the Directors of the Company for Misconduct, or by reason of the Nonattendance of any such Director or Directors for a consecutive Period of Six Months or upwards.

Removal of  
Directors.

XIX. And be it enacted, That the Directors appointed by this Act, save such of them as may have been appointed by or on behalf of the *Great Western Railway Company* under the Provisions hereinbefore contained, shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, save as aforesaid, or any Number of them, or may elect a new Body of Director, 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.

Directors to  
remain in  
Office until  
First Ordinary  
Meeting.

XX. And be it enacted, That at the first Ordinary Meeting to be held in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected, the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in the said Companies Clauses Consolidation Act and this Act contained; and the several Persons elected at any such Meeting, being neither removed or disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by the said Companies Clauses Consolidation Act and this Act.

Election of  
future Direc-  
tors.

XXI. And be it enacted, That the Ten Directors to be elected by the said Shareholders in manner aforesaid shall retire from Office at the Times and in the Proportions following, the Individuals to retire being in each Instance determined by Ballot among the Direc-

Rotation  
of first  
Directors.

[Local.]

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tors,

tors, and being re-eligible immediately or at any future Time ; (that is to say,)

At the End of the First Year after the first Election of Directors Four of such Directors shall go out of Office ;

At the End of the Second Year Two of the remaining Number of such Directors shall go out of Office ;

At the End of the Third Year Two of the Remainder of such Directors shall go out of Office ; and

At the End of the Fourth Year the Remainder of such Directors shall go out of Office ;

and in each Instance the Places of such retiring Directors shall be supplied by an equal Number of Shareholders qualified as aforesaid, or by the Re-election of such retiring Directors, or partly by the Re-election of some or one of such retiring Directors, and partly by the Election of new Directors.

Permanent  
Rotation of  
Directors.

XXII. And be it enacted, That at the first Ordinary Meeting in every subsequent Year Two or more of the Ten Directors elected by the said Shareholders, such Number being determined by the Directors, and being selected from amongst those who have been longest in Office, shall go out of Office and cease to be Directors, and their Places shall be supplied in like Manner, so that the whole of such Ten Directors shall go out of Office in the course of every Four Years ; nevertheless every Director so retiring from Office may be re-elected immediately or at any future Time, and after such Re-election shall with reference to the going out by Rotation be considered as a new Director.

Power to  
vary Number  
of Directors.

XXIII. And be it enacted, That it shall be lawful for the Company to reduce the Number of Directors, provided the reduced Number be not less than Twelve ; but no Reduction shall take place in the Number of the Directors to be appointed by the *Great Western* Railway Company without the Consent of the said last-mentioned Company or the Directors thereof for the Time being, in Writing for that Purpose first had and obtained.

First Direc-  
tors.

XXIV. And be it enacted, That *Frederick Pratt Barlow, Thomas Richard Guppy, Henry Simonds, William Tothill, Robert Frederick Gower, John Barker, Thomas Badger, Robert Beman, Thomas Nelson Foster, Michael Grazebrook, William Lewis, William Mathews, Francis Rufford, John Rogers, George Benjamin Thorneycroft, and Richard Yapp* shall be the first Directors of the Company.

Quorum.

XXV. And be it enacted, That the Quorum of a Meeting of Directors shall be Five.

Committees  
of Directors.

XXVI. And be it enacted, That the Directors may appoint One or more Committees, consisting of such Number of Directors as they think fit.

Newspapers  
for Insertion  
of Advertise-  
ments.

XXVII. And be it enacted, That the Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall

shall be a Newspaper published in each of the Counties of *Worcester*, *Oxford*, and *Stafford*.

XXVIII. And whereas Plans and Sections of the intended Railway and Branch Railway, showing the Line and Levels thereof, and also Books of Reference, containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners and Lessees and Occupiers of the Lands through which the same are intended to pass, have been deposited with the Clerks of the Peace of the Counties of *Berks*, *Oxford*, *Worcester*, *Gloucester*, *Stafford*, and *Wilts*, and with the Clerk of the Peace for the City of *Worcester*; be it enacted, That, subject to the Provisions in this and the said recited Acts contained, it shall be lawful for the said Company to make and maintain the said Railway and Branch Railways in the Line and upon the Lands delineated on the said Plans and described in the said Books of Reference, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

Power to make Railway according to deposited Plans.

XXIX. And whereas the Line of the said intended Railway will pass over the *Port* or *Town Meadow* of the City of *Oxford*, which is Part of the ancient Possessions of the Freemen of the said City, subject to certain Rights of Common thereon: And whereas a certain School called *Nixon's* School, which is now under the Control of the Charitable Trustees of the said City of *Oxford*, is very inadequately endowed, and no better Appropriation can be made of the Purchase Money and Compensation to be paid by the said Company in respect of the said Meadow, for the Benefit of the said Freemen, than to increase the Funds by which the said School is supported; be it therefore enacted, That in case the said intended Line of Railway shall pass over the said *Port Meadow*, and any Part of the same shall be taken and purchased by the Company for the Purposes of the Undertaking, notwithstanding any thing contained in the Railway Clauses Consolidation Act, 1845, the Purchase Money or Compensation to be paid in respect of the Rights and Interests of the said Freemen of the City of *Oxford* in the said *Port Meadow* shall be paid to the Treasurer of the said City of *Oxford*, whose Receipt for the same shall be a sufficient Discharge to the Company; and such Purchase Money and Compensation shall be invested in the Purchase of Three *per Centum* Consolidated Bank Annuities, and added to the present Endowment Funds of the said School, and be subject to the same Trusts as the other Endowment Funds; and the Dividends, Interests, and annual Produce of the Monies to be received for any such Purchase or Compensation shall be applicable and applied in the same Manner and for the same Purposes as the Income of the other Funds belonging to or applied for the Benefit of the said School.

Purchase Money of the Town Meadow of Oxford to be added to Endowment Funds of Nixon's School;

XXX. And whereas such Addition to be made to the Funds of the School may afford the Means of admitting into and educating in the said School an additional Number of Boys beyond the present Number; be it therefore enacted, That the Charitable Trustees, or other Persons for the Time being having the Control over the said School,

and may be applied in providing for additional Scholars.

School, may from Time to Time elect and admit into the said School so many Boys, Sons of Freemen, in addition to the present Number, as the said Addition to the Funds of the said School may be sufficient to provide for, and that such Boys, when elected, shall be subject to the same Rules in all respects as the other Boys in the said School.

Defining One of Two Alternative Lines.

XXXI. And whereas on the Plans deposited as aforesaid Alternative Lines are laid down between the *Oxford Canal* at *Wolvercot* and the *Eighty-first Mile and a Half*, or thereabouts, on the said Railway; be it therefore enacted, That the Line to be adopted as the Line of the said Railway shall be the Northernmost of the said Lines, and nothing herein contained shall authorize the said Company to construct the said Railway according to the Southernmost of such Lines.

Line of the Railway.

XXXII. And be it enacted, That the said Railway shall commence by a Junction with the *Oxford Branch* of the *Great Western Railway* at the City of *Oxford*, either in the Liberty of *Grand Pont* and Parish of *St. Aldate* in the City of *Oxford* and Counties of *Oxford* and *Berks*, or some or one of them, or in the Parish of *South Hinksey* in the Liberty of the City of *Oxford* and the County of *Berks*, or one of them, and shall pass through the following Places or some of them; (that is to say,) *South Hinksey*, *North Hinksey*, in the County of *Berks*; *St. Aldate*, *St. Thomas*, in the Counties of *Oxford* and *Berks*, or one of them; *Saint Giles* in the County of *Oxford*; *Port Meadow* in the County of *Oxford*, or *Port Meadow* in the Parish of *Binsey* and *St. Giles* in the Liberty of the City of *Oxford*; *Wolvercot*, *Yarnton*, *Kidlington*, *Begbrook* or *Begbrooke*, *Ensham*, *Cassington*, *Bladon*, *Church Handborough*, *North Leigh*, *Combe*, *Charlbury*, *Walcot*, *Shorthampton*, *Chilson*, *Pudlicot*, *Finstock*, *Fawler*, *Chadlington*, *Ascott*, *Shipton-under-Wychwood*, *Lyneham*, *Milton*, *Bruern*, *Idbury*, *Sarsden*, *Churchill*, *Kingham*, in the County of *Oxford*; *Bledington*, *Oddington*, *Broadwell*, *Addlestrop*, *Longborough*, *Moreton-in-the-Marsh*, *Batsford*, *Chipping Campden*, *Broad Campden*, *Ebrington*, *Mickleton*, *Norton*, *Weston Subedge*, *Cow Honeybourne*, in the County of *Gloucester*; *Daylesford Evenlode*, *Blockley*, *Dorn*, *Draycot*, *Aston Magna*, *Northwick*, *Church Honeybourne*, *Bretforton*, *Badsey*, *Aldington*, *South Littleton*, *Offenham*, *All Saints Evesham*, *Saint Lawrence Evesham*, *Saint Peter Bengeworth*, *Great Hampton*, *Crophorne*, *Charlton*, *Fladbury*, *Hill and Moor*, *Wyre Piddle*, *Pinvin*, *Pershore*, *Holy Cross*, *Stoulton*, *Norton-juxta-Kempsey*, *Whittington*, in the County of *Worcester*; *Saint Peter the Great*, *Saint Martin*, and *Claines*, in the City of *Worcester* and County of *Worcester*; *Martin Hussingtree*, *Salwarp*, *Saint Nicholas Droitwich*, *Saint Andrew* and *Saint Mary Witton Droitwich*, *Saint Peter Droitwich*, *Dodderhill*, *Elmbridge*, *Dodderhill* in Liberties, *Stoke Prior*, *Hampton Lovett*, *Elmley Lovett*, *Hartlebury*, *Stone*, *Kidderminster Borough*, the Foreign of *Kidderminster*, *Hagley*, *Pedmore*, *Stourbridge*, *Upper Swinford*, *Churchill*, and *Dudley*, in the County of *Worcester*; *Clent*, *Amblecote*, *Kingswinford*, *Sedgley*, *Tipton*, *Bilston*, *Wolverhampton*, and *Wednesfield*, in the County of *Stafford*; and shall terminate at or near the *Wolverhampton Station*



Station of the Grand Junction Railway in the Township of *Wednesfield* and Parish of *Wolverhampton* aforesaid, or one of them, in the said County of *Stafford*.

XXXIII. And be it enacted, That the First of the Branch Railways herein-before referred to and authorized to be made shall diverge from and out of the Railway in the said Parish of *Saint Peter the Great*, and shall pass in or through and shall terminate within the same Parish on the Banks of the River *Severn* near *Diglis* Basin in the said City of *Worcester*. Line of the First Branch Railway.

XXXIV. And be it enacted, That the Second of such Branch Railways shall diverge from and out of the Railway at or near *Berry Hill* in the Parishes of *Dodderhill*, *Saint Nicholas Droitwich*, *Dodderhill* in Liberties *Droitwich*, *Saint Peter Droitwich*, *Salwarp*, *Saint Andrew* and *Saint Mary Witton Droitwich*, or one of them, and shall pass through the following Places; (that is to say,) *Dodderhill*, *Dodderhill* in Liberties, *Saint Andrew* and *Saint Mary Witton Droitwich*, *Saint Nicholas Droitwich*, *Saint Peter Droitwich*, *Stoke Prior*, in the said County of *Worcester*, and shall terminate at or near the Salt Works in the Parish of *Stoke Prior* in the County of *Worcester* aforesaid. Line of the Second Branch Railway.

XXXV. And be it enacted, That the Third of such Branch Railways shall diverge from and out of the said Railway in the Hamlet of *Amblecote* in the said County of *Stafford*, and shall pass through the said Hamlet, and terminate in the Township of *Stourbridge* in the said County of *Worcester* near to the Head of the *Stourbridge* Canal. Line of the Third Branch Railway.

XXXVI. And be it enacted, That the Fourth of such Branch Railways shall diverge from and out of the said Railway at *Brettel Lane* in the said Parish of *Kingswinford* in the said County of *Stafford*, and shall pass through and terminate in the same Parish at or near the *Oak Farm* Iron Works situate therein. Line of the Fourth Branch Railway.

XXXVII. And be it enacted, That the Line of the Railway at the Points of Junction with the *Great Western* Railway and *Grand Junction* Railway, and all such Openings in the Ledges or Flanches of the said *Great Western* Railway and *Grand Junction* Railway as may be necessary or convenient for effecting such Junctions, shall be made and effected under the Direction and Superintendence of the respective Engineers for the Time being of the said Two last-mentioned Railways. Junction with Great Western and Grand Junction Railways to be under Direction of their Engineers.

XXXVIII. And be it enacted, That the said Railway, Branch Railways, and Works shall be constructed and completed in all respects to the Satisfaction of the Engineer for the Time being to the *Great Western* Railway Company; and the said Railway shall be formed of such Gauge and according to such Mode of Construction as will admit of the same being worked continuously with the said *Great Western* Railway. Railway to be of same Construction as the Great Western Railway.

[Local.]

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XXXIX. And

Not to take the Lands of the Great Western or Grand Junction Railway Companies, without Consent.

XXXIX. And be it enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company hereby incorporated to take or enter upon any of the Lands or Grounds belonging to the *Great Western* Railway Company or the *Grand Junction* Railway Company, or to alter, vary, or interfere with the said *Great Western* Railway and *Grand Junction* Railway, or any of the Works thereof respectively, further or otherwise than is hereby expressly authorized, without the Consent in Writing of the said *Great Western* Railway Company or *Grand Junction* Railway Company respectively in every Instance for that Purpose first had and obtained.

Saving the Rights of the Great Western and Grand Junction Railway Companies.

XL. And be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Great Western* Railway Company and *Grand Junction* Railway Company respectively, but saving and reserving to such Companies respectively all the Rights, Privileges, and Franchises to them respectively belonging, and also saving and reserving all such Powers, Authorities, and Provisions in the several Acts relating thereto respectively as if this Act had not been passed.

Saving the Rights of the Grand Junction Railway Company.

XLI. And be it enacted, That, except as by this Act and the Acts therein recited expressly provided, nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, abridge, or in any way affect any of the Rights, Privileges, Powers, or Authorities vested in the *Grand Junction* Railway Company, but saving and reserving to such Company all the Rights, Privileges, Powers, and Authorities to them belonging, and also saving and reserving all such Powers, Authorities, and Provisions in the several Acts relating to the said Company as if this Act had not been passed.

Junction at Wolverhampton to be made to the Satisfaction of the Grand Junction Engineer.

XLII. And be it enacted, That the Junction of the Railway by this Act authorized with the *Grand Junction* Railway shall be effected under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the said last-mentioned Railway; and it shall not be lawful for the Company hereby incorporated, or their Lessees, in any way to interfere with the Passage of Trains upon, and the Use of the Stations, Line, and Works of the said *Grand Junction* Railway.

Company not to use Stations, &c. of Grand Junction Railway.

XLIII. And be it enacted, That nothing herein contained shall authorize or empower the Company hereby incorporated, or their Lessees, to take, purchase, or use for any of the Purposes of this Act any Part of the Stations or of the Lines of Rails of the *Grand Junction* Railway Company.

Company to lay down additional Rails between Abbotswood

XLIV. And whereas the Railway by this Act authorized to be made is intended to be connected with the *Birmingham and Gloucester* Railway at *Abbotswood*, and with the *Grand Junction* Railway near *Wolverhampton*, and the Branch Railway to *Stoke Prior* by this

Act

Act authorized is also intended to be connected with the said *Birmingham and Gloucester* Railway, and it is expedient that on the Line of the said Branch Railway, and on the Line of the said Branch to *Kingswinford* by this Act authorized, as well as on the Main Line between the said *Birmingham and Gloucester* and *Grand Junction* Railways, additional Rails should be laid down, so as to adapt the said Lines as well to the Gauge of the said *Birmingham and Gloucester* and *Grand Junction* Railways as to the Gauge of the Rails of the *Great Western* Railway, for the Purpose of admitting the free and uninterrupted Passage of Carriages, Waggons, or Trucks passing from or to the said *Birmingham and Gloucester* and *Grand Junction* Railways respectively; be it therefore enacted, That the said Company hereby incorporated shall and they are hereby required to lay down and maintain, upon the whole Extent of the Railway hereby authorized, between the Point of Junction thereof with the said *Birmingham and Gloucester* Railway at *Abbotswood* and the Point of Junction thereof with the said *Grand Junction* Railway near *Wolverhampton*, as well as on the said Branch Railways by this Act authorized to *Kingswinford* and *Stoke Prior* aforesaid, such additional Rails adapted to the Gauge of the said *Birmingham and Gloucester* and *Grand Junction* Railways respectively as may be requisite for allowing the free and uninterrupted Passage as aforesaid of Carriages, Waggons, and Trucks passing to or from the said *Birmingham and Gloucester* and the said *Grand Junction* Railways respectively, or from the last-mentioned Railway to the said *Birmingham and Gloucester* Railway, or passing from one Portion of the said *Birmingham and Gloucester* Railway to another Portion thereof, or to or from any intermediate Place between the said Two Railways to the one or the other of them; and such additional Rails shall be laid down and maintained and used to the Satisfaction and Approval of the Board of Trade, and all necessary Facilities and Accommodations shall be afforded by the Company hereby incorporated, or their Lessees, for the convenient Use thereof; and it shall be lawful for the said Board at any Time, on Complaint made by any Company or Person interested in the Question that such additional Rails have not been laid, or that such Facilities or Accommodations are not afforded, to order and direct the said Company hereby incorporated, or their Lessees aforesaid, to adopt such Regulations as they may see fit to require with reference to the laying down of such additional Rails, or to the Use of the said additional Rails and other Conveniences aforesaid, and for the Purpose of securing such free and uninterrupted Passage thereon as aforesaid.

and Wolverhampton, and on Branches to Kingswinford and Stoke Prior.

XLV. And be it enacted, That wherever the Railway by this Act authorized, or any of the Branches thereof, shall join or communicate with any existing Railway or Railways already authorized by Parliament, and which shall have been constructed of a different Gauge from the said first-mentioned Railway, the Company hereby incorporated, or their Lessees, shall find and provide at all Times, at their own Expence, and free of Charge for the Use thereof to all Persons or Companies using the said first-mentioned Railway or Branch Railways respectively, such Machinery and Apparatus as may be necessary for readily transferring the Goods, Coals, or Merchandize brought

For Transfer of Traffic to and from other Lines.

brought from or intended to pass on such other Railway to or from the said Railway hereby authorized, or any of the Branches thereof; and such Machinery and Apparatus shall be of such Description and so constructed as to admit in the most convenient and readiest Manner of the Transfer of such Goods or Merchandize, or of the Carriages in which the same are conveyed, from or to the Railway hereby authorized, or the Branches thereof, to or from such other Railway as aforesaid; and on Complaint made by any Company or Person of the Insufficiency of any such Machinery or Apparatus for the Purpose aforesaid it shall be lawful for the Board of Trade from Time to Time to appoint any competent and impartial Engineer to inspect the same, and on the Report of such Engineer to order the Adoption by the Company hereby incorporated, at their own Expence, of such other Apparatus as they may consider necessary for attaining the Objects aforesaid, in the most complete and beneficial Manner which the Circumstances will admit of.

Company to lay down Side Lines between Stourbridge and Wolverhampton.

XLVI. And be it enacted, That the Company hereby incorporated, or the Company to whom the Railway hereby authorized shall for the Time being belong or be leased, shall lay down and maintain at all Times, on that Portion of the said Railway which lies between *Stourbridge* and *Wolverhampton*, except on that Portion thereof which may be in Tunnel, such Side Lines as may be necessary or convenient for the Accommodation of the Traffic in Minerals which is likely to come upon the said Railway within the said District; and it shall be lawful for all Owners, Lessees, or Occupiers of Mines lying near to the said Railway to make Branches therefrom in connexion with the said Side Lines, and to effect such Junctions therewith as under the Provisions of the said "Railway Clauses Consolidation Act" they would be entitled to make in connexion with the Main Line of the said Railway: Provided always, that for the Purpose of making such Side Lines it shall be lawful for the said Company to purchase and take such Quantity of Land adjoining to the said Main Line of Railway as may be necessary, in addition to the Land authorized to be purchased and taken by them for the Purposes of the said Main Line.

Power to cross Roads on Level.

XLVII. And be it enacted, That it shall be lawful for the Company to construct the said Railway and Branch Railways on the Level across the several Roads numbered on the Plans deposited as aforesaid as follows; viz., Numbers 19 in the Hamlet of *Amblecote*, 12 in the Township of *Upperswinford*, 107 in *Hartlebury*, 45 in *Saint Peter the Great Worcester*, 17 in *Offenham*, 9 in *Bretforton*, 12 in *Cow Honeybourne*, 4 and 8 in *Church Honeybourne*, 7 in *Chipping Campden*, 5 in the Hamlet of *Northwick* in the Parish of *Blockley*, 2 in *Batsford*, 3 in *Evenlode*, 2 in *Oddington*, 20 in the Hamlet of *Lineham* in the Parish of *Shipton-under-Wychwood*, 2a in *Bruern*, 10 and 28 in the Hamlet of *Ascot* in the Parish of *Shipton*, 9 in the Hamlet of *Chilson* in the Parish of *Charlbury*, 97 in *Kingswinford*, 20 in *Saint Thomas Oxford*, and also, with the Consent of the Trustees thereof, on the Level across the Turnpike Road numbered 25 in the Parish of *St. Thomas*.

XLVIII. And

XLVIII. And be it enacted, That the Quantity of Land to be taken by the Company for extraordinary Purposes shall not exceed One hundred Acres. Lands for additional Stations, &c.

XLIX. And be it enacted, That 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. Period within which Lands are to be purchased.

L. And be it enacted, That the Railway shall be completed within Five Years from the passing of this Act; and on the Expiration of such Period the Powers by this or the recited Acts granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed. Period for Completion of Works.

LI. And be it enacted, That nothing in this Act contained shall authorize the Company hereby incorporated, in the Construction of their said Railway through the Estate of the Right Honourable *William Baron Ward* called the *Hurcott* Estate, in the Parish of *Kidderminster* in the County of *Worcester*, to deviate from the Line of the said Railway delineated on the Map and Plans deposited with the Clerk of the Peace of the said County of *Worcester*, where the said Line passes through the said Estate, and is within One Quarter of a Mile of the Mansion House or Dwelling of the said *William Baron Ward* called *Park Hall*, situate on the said Estate, whereby or by means whereof the Line of the said Railway shall be brought nearer to the said Mansion, or to raise the Levels of the said Portion of the said Line as shown by the said Map or Plan, without the Consent in Writing of the said *William Baron Ward* first had and obtained. Not to deviate in passing through Lord Ward's Hurcott Estate so as to bring the Line nearer to Park Hall than as now laid out, or alter the Levels.

LII. And whereas the Line of the said Railway may cross certain Line Works and several Tramroads and a Weighing Machine belonging to the said *William Baron Ward* and his Tenants at or near *Castle Mill* in the Parish of *Dudley* aforesaid, numbered 9, 10, 11, 18, and 21 in the Plan deposited with the Clerk of the Peace of the County of *Worcester*; be it therefore enacted, That the Line of the said Railway shall be carried over the said Line Works, Tramroads, and Weighing Machine, and the Lands and Works belonging thereto, by means of a good and substantial Viaduct, to be constructed and maintained by and at the Expence of the said Company, and so as not to obstruct the Passage over or along the said Tramroads, and so as not to vary or alter the Levels or Gradients thereof, or interfere with the said Weighing Machine, without the Consent of the said *William Baron Ward* for that Purpose in Writing first had and obtained, and without obstructing the Communications between the said Line Works and the Cut leading thereto from the *Birmingham* Canal, and that the Openings between the Piers or Pillars of the said Viaduct shall not be less than Twelve Feet, and that the Soffit of the Arches thereof at the Crowns thereof respectively (if such Viaduct shall be made with Arches) shall not be less than Ten Feet above the Surface of the said Tramroads respectively. Lord Ward's Line Works at Castle Mill to be crossed by a Viaduct.

[Local.]

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LIII. And

Mines actually at work not to be discontinued unless required by the Company.

LIII. And be it enacted, That, notwithstanding any thing in the said Railway Clauses Consolidation Act contained, if any Mines shall be actually at work underneath the Lands purchased for the Purposes of the Railway, or within Forty Yards thereof, at the Time of the Purchase thereof, then and in such Case the Notice of Thirty Days required by the said Act before commencing any Mining Operations under the said Railway, or within the said Distance of Forty Yards thereof, shall not be required, but the said Company shall have Power at any Time to object to the further working of such Mines under the said Railway, or within such Distance as aforesaid, on Payment of Compensation as provided by the said last-mentioned Act.

Railway not to interfere with Lord Ward's Pensnett Railway.

LIV. And whereas the said Railway is intended to cross a certain Railway now making, called the *Pensnett* Railway, belonging to the said *William* Baron *Ward*; be it therefore enacted, That the Railway hereby authorized to be made shall be constructed so as to pass on a Level across the said *Pensnett* Railway, and so as not to alter the intended Line of the said *Pensnett* Railway as now being made, without the Consent of the said *William* Baron *Ward* in Writing first had and obtained.

Not to interfere with Lord Ward's Pensnett Canal.

LV. And whereas the said Railway is intended to be made over the Line of a certain Canal called the *Pensnett* Canal, belonging to the said *William* Baron *Ward*; be it therefore enacted, That, save as by this Act specifically provided, nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the said *William* Baron *Ward* and his Lessees and Tenants, nor authorize or empower the said Company to alter the Line or Level of the said Canal, or Towing Path or Embankments thereof, or any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or any Part or Parts thereof, or to divert any of the Waters therein, or which may be taken for the Use of or which now supply the said Canal, or to injure any of the Works of the said Canal; and that it shall not be lawful for the said Company to make any Deviation from the Course or Direction of the said Railway as delineated on the Map or Plan of the said Railway deposited with the Clerks of the Peace for the several Counties of *Stafford* and *Worcester*, by which Deviation the said Canal, or any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, Feeders, or any other Works of or belonging to the said *Pensnett* Canal or any Part thereof, shall be taken, used, damaged, or interfered with, without the Consent of the said *William* Baron *Ward* for that Purpose in Writing first had and obtained.

Company to erect Bridges over Pensnett Canal.

LVI. And be it enacted, That the Line of the said Railway shall be carried over the said *Pensnett* Canal by means of a good and substantial Bridge or Bridges, to be constructed by and at the Expence of the said Company, at each Point where the said Railway shall cross the said Canal, and that each such Bridge shall be constructed so as not in any Manner to impede or obstruct the Passage over and along the said Canal or the Towing Path thereof, and that the Span of each such Bridge between the Abutments thereof shall be not less than

than Twenty-six Feet in the clear, so as to include the Canal and the Towing Path thereof, and the off Side Banking, and that no Part of the Soffit of the Arch of any of the said Bridges shall at any Time come within Ten Feet of the Top-water Level of the said Canal, and that no Part of the said Arch over the Towing Path shall at any Time be less than Eight Feet above the Top-water Level of the said Canal and the said Bridges; and all the Works connected therewith, when so constructed, shall for ever thereafter be maintained in perfect Repair by and at the Expence of the said Company.

LVII. And whereas the said Railway, if made according to the Line delineated on the Plan deposited as aforesaid, will cross a Turning-place for Boats navigating the said *Pensnett* Canal, and it may be necessary to alter and contract such Turning-place; be it therefore enacted, That the said Company shall, previous to any Alteration of the said Turning-place, make and construct on the said Canal, as near to the present Turning-place as may be, Two new Turning-places, one on each Side of the said Railway, of sufficient Dimensions, and such new Turning-places shall belong to and become the Property of the said *William Baron Ward*.

For making  
Turning-  
places on  
the Pensnett  
Canal.

LVIII. And be it enacted, That during the Construction of any such Bridge or Bridges, or any of such Works as aforesaid, and at all future Times during any Repair thereof, no Obstruction shall be occasioned to the Boats passing along the said Canal, or to the Horses drawing the same, but that at all Times during such Construction or Repairs a Waterway of not less than Sixteen Feet Six Inches in Width, with a clear Height of not less than Nine Feet from the Top-water Level of the said Canal, shall be left for the Navigation of the said Canal, and that every such Bridge and such Works as aforesaid shall be constructed, as regards its Position, Form, and Dimensions, to the reasonable Satisfaction of the Engineer for the Time being of the said *William Baron Ward*.

Company  
not to ob-  
struct the  
Pensnett  
Canal.

LIX. And be it enacted, That if by reason or in execution of any of the Works hereby authorized to be made, or by reason of the bad State of Repair of any such Works or of any such Bridge or Bridges, or if by any Act or Omission of the said Company, or of any of their Agents or Servants, the said *Pensnett* Canal or the Towing Path thereof shall be so obstructed as that Boats or other Vessels navigating or using the same cannot pass 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 or either of the said Cases the said Company shall pay to the said *William Baron Ward*, his Lessees or Tenants, as or by way of ascertained Damages, the Sum of Five Pounds for every Half Hour during which the said Obstruction or Contraction shall continue in the said Canal: Provided always, that if such Obstruction shall continue Seventy-two consecutive Hours, or shall be occasioned by any wilful Act or Omission on the Part of the Persons employed by the said Company, then and in every such Case the said Company shall pay to the said *William Baron Ward*, his Lessees or Tenants, the further Sum of Ten Pounds for every Half Hour during which the Obstruction shall

Damages for  
obstructing  
the Pensnett  
Canal.

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 of the Treasurer or any Officer of the said Company, the said *William Baron Ward* may sue for and recover the same, together with full Costs of Suit, against the said Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Intepretation  
of Act as  
regards the  
Use of Lord  
Ward's  
Name.

LX. And be it enacted, That with respect to the Construction of this Act, as regards the several Provisions herein-before contained relating to the Property and Possessions of the said *William Baron Ward*, and the Powers, Rights, and Remedies affecting the same, the Words "*William Baron Ward*" shall include the Assigns of the said *William Baron Ward*, and also the Person and Persons who for the Time being may be entitled to the Possession or to the Receipt of the Rents and Profits of the Manors and other Hereditaments devised by the Will of the late Right Honourable *John William Earl of Dudley* deceased, or which since the Death of the said Earl have been purchased or acquired under the Trusts of the same Will, and his, her, and their Heirs and Assigns, and that all the Provisions, Powers, Rights, and Remedies herein-before contained, and hereby vested in and made applicable to or exercisable by the said *William Baron Ward*, shall be applicable to and exercisable by and be construed to be declared in favour of the Assigns of the said *William Baron Ward*, and the several other Persons who for the Time being shall be entitled to the Possession or Receipt of the Rents and Profits of the said Manors and other Hereditaments, his, her, and their Heirs and Assigns.

For Protec-  
tion of Rail-  
ways and  
Tramways  
used for  
working  
Mineral  
Fields and  
Works ad-  
joining the  
Railway.

LXI. And whereas the Line of Railway by this Act authorized will cross various existing Railways or Tramways communicating between the Mineral Fields and Works belonging to the Right Honourable Lord *Ward* and other Proprietors of Minerals in the District lying between *Stourbridge* and *Wolverhampton*; be it therefore enacted, That in constructing the said Railway the said Company shall preserve, as far as may be practicable, the uninterrupted Communication upon and across such Railways or Tramways, and shall carry the same, where necessary, either under, over, or across the Railway hereby authorized, in the Manner most convenient for the permanent Use thereof consistently with the Use of the said Railway hereby authorized, and shall also afford all reasonable and proper Facilities for the Formation of such future Branch Railways or Tramways under, over, or across the said Railway hereby authorized as may be necessary for the convenient Use, Occupation, working, and carrying on of the Mines and Works adjoining the said Railway; and if any Difference shall arise between the said Company and the said Lord *Ward*, or any other Proprietor or Lessee of Works or Minerals in the District before referred to, with reference to the Interference with any existing Railways or Tramways belonging or on lease to them, or as to the Mode in which the same or any future Railways or Tramways are to be carried over, under, or across the Railway hereby authorized, or as to the Use thereof by such Owners or Lessees in connexion with the Railway hereby authorized, such Difference shall be



be referred to the Arbitration of Two indifferent Persons, and of an Umpire to be appointed by the Board of Trade, in case the said Arbitrators differ in the Selection of such Umpire; and the Award of such Arbitrators or of their Umpire, as the Case may be, shall be binding and conclusive on both Parties.

LXII. And whereas the said Railway is intended to be carried over the Line of the *Worcester and Birmingham Canal* in the said Parish of *Claines* in the County of *Worcester*, and over the Line of the *Droitwich Canal* in the said Parish of *Saint Nicholas Droitwich* in the same County, and the first of such Branch Railways is intended to be carried over the Line of the said *Worcester and Birmingham Canal* in the said Parish of *Saint Peter the Great* in the City of *Worcester*, and the second of such Branch Railways is intended to be carried over the Line of the said Canal in the said Parish of *Stoke Prior* 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*, or the Company of Proprietors of the *Droitwich Canal Navigation*, except as hereby expressly provided, nor authorize or empower the said Railway Company to alter the Line or Level of the said Canals or either of them, or the Towing Paths thereof, or any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canals or either of them, or any Part thereof respectively, 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 Canals or either of them, or to injure any of the Works thereof respectively.

Company not to interfere with the Worcester and Birmingham Canal or the Droitwich Canal.

LXIII. And be it enacted, That wherever the said Railway or any of the said Branch Railways shall be carried over the said *Worcester and Birmingham Canal* or the said *Droitwich Canal* the said Railway Company shall and they are hereby required, at their own Expence, 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 Level of the said Canals respectively, 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 Canals respectively.

Company to erect Bridges over the Worcester and Birmingham Canal and the Droitwich Canal.

LXIV. And be it enacted, That during the Erection of such Bridges or any of them, 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 the said *Droitwich 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

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

[Local.]

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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 Canals respectively, shall be left for the Navigation thereof; and that every such Bridge over the said *Worcester* and *Birmingham* Canal shall be constructed, as regards its Position, Form, and Dimension, 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 every such Bridge over the said *Droitwich* Canal in like Manner to the reasonable Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the *Droitwich* Canal Navigation.

Damages for obstructing Worcester and Birmingham Canal or Droitwich Canal.

LXV. And be it enacted, 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 said Railway Company, or any of their Agents or Servants, the said *Worcester* and *Birmingham* Canal or the said *Droitwich* Canal, or the Towing Path thereof respectively, 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 said Railway Company shall pay to the said Company of Proprietors of the *Worcester* and *Birmingham* Canal Navigation or to the said Company of Proprietors of the *Droitwich* Canal Navigation, as the Case may be, as or by way of ascertained Damages, the Sum of Five Pounds for every Half Hour 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 said Railway 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, or to the said Company of Proprietors of the *Droitwich* Canal Navigation, as the Case may be, the further Sum of Ten Pounds for every Half Hour 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 said Railway Company, the said Company of Proprietors of the *Worcester* and *Birmingham* Canal Navigation, or the said Company of Proprietors of the *Droitwich* Canal Navigation, as the Case may be, may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case 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 the said *Droitwich* 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 Canals, or either of them, 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 or the said Company of Proprietors of the *Droitwich* Canal, as the Case may

may be, to do the needful Repairs, and to recover the Amount of the Expences thereof from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*.

LXVI. And be it enacted, That in case it shall happen, at any Time during the making of the said Railway, Branch Railways, and Works, or any of them, or the constructing of any such Bridge or Bridges as aforesaid, or in the Use thereof, at any Time after the said Railway, Branch Railways, and Works shall be completed, that any Injury shall be done or occasioned thereby to the said *Worcester* and *Birmingham* Canal and the said *Droitwich* Canal, or either of them, 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 or the said Company of Proprietors of the *Droitwich* Canal Navigation, as the Case may be, to take and use all necessary Ways and Means for repairing such Injury, and that all Costs, Charges, and Expences incurred or occasioned by such Repairs, together with all Damages whatsoever which shall be sustained by the same Companies or either of them, by reason of such Injury as aforesaid, or by reason of any Loss of Water out of or from the said Canals or either of them, in consequence of the making of the said Railway, Branch Railways, and Works, or any of them, or the constructing of any such Bridge or Bridges as aforesaid, shall from Time to Time be paid and defrayed by the said Railway Company to the said Company of Proprietors of the *Worcester* and *Birmingham* Canal Navigation or the said Company of Proprietors of the *Droitwich* Canal, as the Case may be; and in default of Payment thereof, on demand made to the Treasurer, or any Officer of the said Railway Company, the said Company of Proprietors of the *Worcester* and *Birmingham* Canal Navigation or the said Company of Proprietors of the *Droitwich* Canal Navigation, as the Case may be, may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

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

LXVII. And whereas the said Railway is intended to be carried over the River *Avon* in the Parish of *Fladbury* in the County of *Worcester*, and also in the Parish of *Saint Lawrence Evesham* in the same County, and it is expedient to prevent any Obstruction thereby to the Navigation of the said River; be it therefore enacted, That every Bridge which shall be erected by the said Railway Company over or across the said River *Avon* shall be erected with Arches of such Openings as may be necessary for the free Navigation of the said River, as the same has usually been carried on, except as to the lowering of the Masts and Sails of Vessels navigating the said River, which may be rendered necessary by the Erection of such Bridges, nor shall the said Company, in the Erection of any such Bridge as aforesaid, injure the Locks, Sluices, Weirs, or other Works belonging to the said River.

Company not to interfere with the Navigation of the River *Avon*.

LXVIII. And

Company to make Bridges or Viaducts over and Tunnels under the Birmingham Canals in prescribed Manner.

LXVIII. And whereas the said Railway hereby authorized to be constructed is intended to be carried over or under several of the Canals of the Company of Proprietors of the *Birmingham* Canal Navigations, which Company is herein-after referred to as the *Birmingham* Canal Company, in the respective Places and in manner herein-after mentioned; namely, by Bridges or Viaducts over the Canal called the *Wolverhampton* Level at a Point near a certain Bridge called the *Factory* Bridge in the Parish of *Tipton* in the said County of *Stafford*, at a certain other Point near the *Bloomfield* Iron Works in the said Parish of *Tipton*, and at a certain other Point being at a Place called *Caponfield* in the said Parish of *Sedgeley*, and by means of a Tunnel under the Canal commonly called the *Wednesfield* Level, being at a Point at or near to *Horsley Field* in the said Parish of *Wolverhampton*; be it therefore enacted, That the said Railway Company shall and they are hereby required, at their own Expence, to build in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, a good and substantial Bridge or Viaduct over the said Canal called the *Wolverhampton* Level, and the Towing Paths and other Works thereof, at each of the aforesaid Points where the said Railway is intended to be carried over the same Canal, as shown upon the said Plans so deposited as aforesaid, or within such limited Deviation therefrom as is herein-after authorized; and that the said Railway Company shall and they are hereby required, at their own Expence, to construct in a proper Manner, and to the like Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, a good and substantial Tunnel under the said Canal called the *Wednesfield* Level, where the said Railway is intended to be carried under the same Canal, as shown upon the said Maps or Plans so deposited as aforesaid, or within such limited Deviation therefrom as is herein-after authorized; and the clear Opening or Span of the Arch of every such Bridge or Viaduct between the Walls or Abutments thereof shall be of such Width on the Square as shall be equal to and sufficient to clear and leave unobstructed at the Point of crossing the whole navigable Waterway of the Canal, and a Space of not less than Eight Feet wide on each Side thereof for a Towing Path; and every such Bridge or Viaduct shall have close Fences not less than Six Feet high above the Level of the Rails; and the Spring of the Arch or Socket of the Girders shall at the said Point of crossing over the said Canal at or near the *Factory* Bridge aforesaid commence at a Point not being less than Twenty-one Feet above the Surface of the High Water of the said Canal, and at the said Points of crossing near the said *Bloomfield* Iron Works aforesaid shall commence at a Point not being less than Eight Feet above the Surface of the High-water Level of the said Canal, and the under Side of the Middle of the Arch shall not be less than Ten Feet above the said High-water Level; and that the said Point of crossing at *Caponfield* aforesaid shall commence at a Point not being less than Thirteen Feet above the Surface of the Water of the said Canal.

Company to construct good Aqueduct before

LXIX. And be it enacted, That the said Railway Company shall and they are hereby required, in carrying the said Railway under the said *Wednesfield* Level, at their own Expence, to construct, in a proper

proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, a good and substantial Aqueduct for the Passage through the same of the said Canal; and the clear Width of such Aqueduct shall be equal to the present Width of the Waterway of the same Canal at the Place under which the said Aqueduct shall be formed, and the same shall be upon such Level and of such Capacity as to preserve the Course of the said Canal through the same at the present Level thereof, and of a Depth of Six Feet.

they commence a Tunnel under the Wednesfield Level.

LXX. And be it enacted, That before any Stoppage of the Navigation of the said Canal shall be made for the original Construction of the aforesaid Aqueduct, or for any subsequent Repairs or Reconstruction thereof, the said Railway Company shall and they are hereby required, at their own Expence in all things, and to the reasonable Satisfaction of the Engineer for the Time being of the said *Birmingham* Canal Company, to construct and provide a sufficient and convenient temporary Canal, sufficient for the Passage of Two loaded Boats abreast in the said Canal and the Approaches thereto, with a proper Towing Path not less than Six Feet wide, so as to connect the several Portions of the said Canal, and to divert the Waters thereof through such temporary Canal, and to prevent any Obstruction or Impediment to the Navigation thereof; and the said Railway Company, at the like Expence and to the like Satisfaction, shall make such Diversions accordingly, and when and as soon as such Aqueduct shall be completed, or (as the Case may be) effectually repaired, shall restore the Course of the said Canal.

Company to make a temporary Canal during Construction or subsequent Repair of Aqueduct.

LXXI. And be it enacted, That the said Railway Company shall at all Times, for ever after the said several Bridges or Viaducts and the aforesaid Tunnel, and the Aqueduct above the same, shall have been completed, keep the same, and all future Bridges, Viaducts, Tunnels, and Aqueducts to be erected or made respectively in lieu thereof, and which shall be at the same respective Places, in the like respective Directions, and of the like Dimensions, Capacity, and Materials as are herein-before severally mentioned, together with all Works belonging to or connected therewith respectively, in good and complete Repair; and in case of any Want of Repair to any such Bridges, Viaducts, Tunnels, or Aqueducts, or any Work belonging thereto or connected therewith, or of the said Aqueduct being from any Cause cramped or otherwise inadequate for the free Passage and without any Waste of the Water in the said Canal, and whether such Want of Repair or Inadequacy shall arise from the sinking of any such Bridges, Viaducts, Tunnels, or Aqueducts, or any Part thereof respectively, or from any other Cause whatsoever, and Notice thereof being given by the said *Birmingham* Canal Company to the said Railway Company or their Clerk, then, if the said Railway Company shall not, within the Space of Ten Days after such Notice, commence the Repairs, or, as the Case may require, the raising, rebuilding, or Reconstruction of the said Bridges, Viaducts, Tunnels, or Aqueducts which shall be out of repair, imperfect, or inadequate as aforesaid, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise, rebuild, or reconstruct, and proceed therein with all

Company to keep Bridges and Tunnels in repair.

reasonable Expedition until such repairing, raising, rebuilding, or Reconstruction shall be wholly completed, it shall be lawful for the said *Birmingham* Canal Company to make all such Repairs to any such Bridges, Viaducts, Tunnels, or Aqueducts, and raise, rebuild, or reconstruct the same, or such Part thereof respectively as shall be necessary, in such Manner as they may think proper, and all the Expences thereof shall be repaid by the said Railway Company to the said *Birmingham* Canal Company upon demand; and in default of such Payment the said *Birmingham* Canal Company may sue for and recover such Expences as aforesaid against the said Railway Company, by Action of Debt or on the Case in any of the Superior Courts: Provided always, that during the Progress of constructing any such Bridges, Viaducts, Tunnels, or Aqueducts, and at all future Times during any Repairs, raising, rebuilding, or Reconstruction thereof, the Engineer for the Time being of the said *Birmingham* Canal Company, with the requisite Assistants and Workmen, shall have free Access to such Bridges, Viaducts, Tunnels, or Aqueducts, and full Permission to inspect the Workmanship and Materials thereof.

Company not to alter the Course or obstruct the Navigation of the *Birmingham* Canals, except as is herein-before provided.

LXXII. And be it enacted, That, except as by this Act may be specifically provided for, it shall not be lawful for the said Railway Company, or any Person, in execution of this Act, to alter the Course of the said Canals or any of them vested in the said *Birmingham* Canal Company, save only by making such temporary Diversion as is herein-before provided for, or to contract the Width of the same or of the Towing Paths thereof, or of any Space reserved or intended as a Towing Path thereof, or to obstruct the Course or Supply of the Water in or to the said Canal or any of them, or in any Manner to impede the Navigation thereof or Access thereof, or to injure any of the Works thereof; nor shall the said Railway Company, in the Erection or Construction of any such Bridges, Viaducts, Tunnels, or Aqueducts, and without the Consent in Writing of the said *Birmingham* Canal Company under their Common Seal first had and obtained, make any lateral Deviation from the Line laid down on the said Plan deposited with the Clerk of the Peace for the County of *Stafford* to any greater Extent than Ten Yards.

Provision in case of Obstruction.

LXXIII. And be it enacted, That if by reason or in the Execution of any of the Works by this Act authorized, or by reason of the bad Construction or by the bad State of Repair or sinking of any such Works, or by any Act or Omission of the said Railway Company, or any of their Agents or Servants, it shall happen that any of the said Canals or the Towing Paths thereof, or the Works connected therewith, shall be so injured or obstructed that Boats or other Vessels using the same, with their usual and accustomed Loads, shall be impeded in their Passage along the said Canals or any of them, or shall not be able to pass along the same, then and in any such Case the said Railway Company shall pay to the said *Birmingham* Canal Company, as or by way of ascertained Damages, the Sum of Five hundred Pounds for every Twenty-four Hours during which any such Impediment or Obstruction shall continue, and so in proportion for any less Period; and in default of Payment of any such Sum, on  
demand

demand made on the said Railway Company, the *Birmingham* Canal Company may sue for and recover the same, together with full Costs of Suit, against the Railway Company, by Action of Debt or on the Case in any of the Superior Courts: Provided always, that nothing herein contained shall extend to prevent the said *Birmingham* Canal Company, or any other Company or Person, from recovering against the said Railway Company any special, further, or other Damage that may be sustained by them on account of any Act or Default of the said Railway Company in respect of which the said Sum in the Nature of liquidated Damages is hereby imposed or made payable, beyond the Amount thereof, and they are hereby authorized to sue for and recover such special, further, and other Damages accordingly.

LXXIV. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Railway Company to take away, obstruct, or lessen any Springs, Brooks, Streams, Feeders, Drains, Waters, or Watercourses which now or heretofore have been taken for the Use of the said *Birmingham* Canal Navigation, or which the *Birmingham* Canal Company are by Law authorized or empowered to take for the Use of their said Canals or any or either of them, or to take away or obstruct (or in any Manner impede) the free Use of any Communication already made between the Water of the said Canals or any of them and any Steam Engine, or to take away or prejudice the Right of any Person to make such Communication, pursuant to the Provisions of the Acts of Parliament for regulating or otherwise relating to the said *Birmingham* Canal Navigations or any of them.

The Springs, &c. of the *Birmingham* Canal Company preserved.

LXXV. And whereas under and by virtue of the Acts relating to the Canals belonging to the said *Birmingham* Canal Company, or some of them, certain Powers are reserved to the Owners of Mines, Works, and Lands adjoining to the said Canals or some of them, or for the said Company, at the Request of such Owners, to form Cuts, Canals, Railways, or Roads, not exceeding a certain Length, therein specified, in order to communicate with the said Canals: And whereas the Railway by this Act authorized may intervene between the said Canals and some of the Mines, Works, or Lands of Persons to whom such Powers are reserved as aforesaid; be it therefore enacted, That in the event of any such Persons being desirous to make or to procure to be made any such Cuts, Canals, Railways, or Roads as aforesaid, to communicate with the said Canals or any of them, the said Company hereby incorporated shall afford all requisite and proper Facilities for the Formation thereof where necessary, either over, under, across, or by the Side of the said Railway; and if any Difference shall arise between the said Railway Company and any Person so desirous to make or procure to be made any such Cut, Canal, Railway, or Road as aforesaid, or between the said Railway Company and the said Canal Company, either as to the Mode of carrying the same over, under, across, or by the Side of the said Railway, or as to the Place where the same should be so carried, or as to the Facilities to be afforded by the Railway Company for the Purposes thereof, or as to the Proportion of the Cost of making and maintaining the same to be borne by the said Railway Company, or as to the Use thereof at any Time thereafter,

Company not to obstruct the Formation of Branches to communicate with the *Birmingham* Canal.

thereafter, by the Owners, Lessees, or other Persons in the Occupation thereof, such Difference shall be settled by Arbitration.

Communi-  
cations be-  
tween Canal  
and Steam  
Engines not  
to be ob-  
structed.

LXXVI. And whereas the said Railway may also intervene between the said Canals or some of them and Lands on which Steam Engines may hereafter be erected, between which and the said Canal Communications for the Passage or Supply of Water may require to be made; be it therefore enacted, That if any such Communications are hereafter so required to be made the said Railway Company shall afford all requisite Facilities for the Purposes thereof, by constructing or permitting to be constructed through, under, or over the said Railway such Culverts, Arches, Pipes, Tunnels, or other Works as may be necessary; and in the event of any Difference arising between the said Railway Company and the said Canal Company, or any other Person, as to the Nature and Amount of the Facilities so to be afforded by them, such Difference shall in like Manner be settled by Arbitration.

Company  
not to inter-  
fere with the  
Powers and  
Rights of the  
Birmingham  
Canal Com-  
pany.

LXXVII. Provided also, and be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, or alter or take away any of the Rights, Privileges, Powers, or Authorities vested in the said *Birmingham* Canal Company in and by all or any of the several Acts of Parliament now in force relating to the said Canal, except as is expressly enacted by this present Act.

Not to inter-  
fere with the  
Stourbridge  
Canal.

LXXVIII. And whereas the said Railway is intended to be made either over or under the Line of the *Stourbridge* Canal, and it is expedient to make the following Provisions in consequence thereof; be it therefore enacted, That nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, or Authorities vested in the Company of Proprietors of the said *Stourbridge* Canal Navigation, except as hereby expressly authorized, nor authorize or empower the said Railway 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 of any Brooks, Streams, Feeders, or Watercourses which now are or heretofore have been taken for the Use of the said Canal, or to injure any of the Works of the said Canal.

Company to  
erect a  
Bridge over  
the *Stour-*  
*bridge* Canal,  
or execute  
proper  
Works to  
carry the  
Railway  
under it.

LXXIX. And be it enacted, That in case the said Railway shall be carried over the said *Stourbridge* Canal the said Railway Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, good and substantial Bridges over the said Canal and the Towing Path thereof, with proper Approaches, and that the Span of the said Bridges between the Abutments thereof shall not be less than Twenty-six Feet in the clear, so as to include the Canal, the Towing Path, and the off Side Banking, and that no Part of the Soffit of the Arch of the said Bridges shall come within Ten Feet of the Top-water Level of the said Canal, and that no Part of the said Arch over the Towing Path shall be less than Eight Feet above the Top-water Level of the said Canal; and in case the said Railway shall be carried  
under



under the said *Stourbridge* Canal, the said Railway Company shall and they are hereby required, at their own Expence, to carry the said Railway under the Canal by such necessary Works and in such Manner as effectually to prevent the Escape of the Water of the said Canal, and to prevent any Injury to the Works thereof, and shall at all Times thereafter, at their own Expence, maintain and keep in perfect Repair the Works which shall be made for such Purpose.

LXXX. And be it enacted, 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 said Railway Company, or of any of their Agents, Servants, or Workmen, the said *Stourbridge* Canal or the Towing Path thereof shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same cannot pass or shall be impeded in the passing 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 in Height than is herein-before prescribed, then and in either of the said Cases the said Railway Company shall pay to the said Company of Proprietors of the *Stourbridge* Canal Navigation, as or by way of ascertained Damages, the Sum of Five Pounds for every Half Hour during which the said Obstruction or Contraction shall continue on the said Canal: Provided always, that if such Obstruction shall continue thereon Seventy-two consecutive Hours, or shall be occasioned by any Act on the Part of the Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the *Stourbridge* Canal Navigation the further Sum of Ten Pounds for every Half an Hour during which the Obstructions 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 of the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the *Stourbridge* Canal Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and in case any such Bridges over the said *Stourbridge* Canal or any Part thereof, or the Approaches, Side Slopes, or Banks of the said Railway next the said Canal, or any such Works as aforesaid, or any of them, 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 *Stourbridge* Canal Navigation to do the needful Repairs, and to recover the Amount of the Expences thereof from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*.

LXXXI. And be it enacted, That during the Erection of any such Bridges or of any such Works as aforesaid, and at all future Times during any Repair thereof, no Obstruction shall be occasioned to the Boats or Barges passing along the said 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, at a clear Height of Nine Feet from the Top-water Level

[Local.]

49 P

of

Damages for obstructing the *Stourbridge* Canal.Company not to obstruct the *Stourbridge* Canal.

of the said Canal, shall be left for the Navigation of the said Canal; and that every such Bridge shall be constructed to the reasonable Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the *Stourbridge Canal*.

Company to pay for all Damage to be done to the *Stourbridge Canal* in making the said Railway or in using the same.

LXXXII. And be it enacted, That if it shall happen, at any Time during the making of the said Railway, or the constructing of the Bridges or other Works aforesaid, or the Usage thereof, at any Time after the said Railway, Bridges, and other Works shall be completed, that any Damage or Injury shall be done or occasioned thereby to the said *Stourbridge Canal* Navigation, or to any of the Docks, Side Ponds, Towing Paths, Bridges, Banks, Feeders, or any other of the Works of or belonging thereto, and in every such Case, it shall be lawful to and for the said Company of Proprietors of the *Stourbridge Canal* Navigation Company to take and use all necessary Ways and Means for repairing such Damage, and that all Costs, Charges, and Expences to be incurred or occasioned by reason of any Loss of Water out of or from the said *Stourbridge Canal* Navigation, which shall either be let out or diverted from the said Canal by the said Railway Company at any Time, or which shall at any Time escape from or out of the said Canal, or by reason or in consequence of the making of the said Railway, or in the Construction of the Bridges or other Works aforesaid, or of such Damage, Injury, or Usage as aforesaid, shall from Time to Time be paid and defrayed by the said Railway Company to the said Company of Proprietors thereof, on demand made of the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the said *Stourbridge Canal* Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*.

Stopgates to be erected on the Sides of Bridges over the *Stourbridge Canal* by the Company of Proprietors of the *Stourbridge Canal*, and to be paid for by the Railway Company.

LXXXIII. And be it enacted, That before the said Railway Company shall begin to construct any Bridge over the said *Stourbridge Canal*, or commence any of the Works for carrying the said intended Railway under the said Canal, it shall and may be lawful to and for the said Company of Proprietors of the *Stourbridge Canal* Navigation to erect and place proper and sufficient Stopgates on the said Canal, on each Side of every Bridge to be constructed by the said Railway Company over the said Canal, and on each Side of the Works to be constructed by the said Railway Company for carrying the said Railway under the said Canal, for the Purpose of preventing the Escape of Water out of the said Canal into the Mines underneath the same, and that the Costs, Charges, and Expences of making, erecting, and placing such Stopgates in the said Canal, and of keeping the same in repair, shall from Time to Time and at all Times hereafter be paid and defrayed by the said Railway Company to the Company of Proprietors of the *Stourbridge Canal* Navigation; and in default of Payment thereof, on demand made of the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the said *Stourbridge Canal* may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster* :

*Westminster*.: Provided always, and it is hereby declared, that if it shall be necessary to draw off the Water from or out of any Part of the said *Stourbridge* Canal, to enable the said Railway Company to make and construct any such Bridge or other Works as aforesaid, and the said Railway Company shall give or cause to be given Twenty-one Days Notice in Writing to the said Company of Proprietors of the *Stourbridge* Canal Navigation, or their Clerk, stating that the said Railway Company require the said Water in the said *Stourbridge* Canal to be drawn out, at such Place, for such Purpose, and at such Time as in such Notice shall be particularly specified, then and in such Case the said Company of Proprietors of the *Stourbridge* Canal shall cause the Water in that Part of the said *Stourbridge* Canal to be drawn thereout at the Place, for the Purpose, and at the Time mentioned and described in such Notice, subject nevertheless to the Payment by the said Railway Company herein-before stipulated to be made by them for the Loss of Water and Obstruction to the Navigation of the said *Stourbridge* Canal in consequence of drawing off the Water as last aforesaid.

LXXXIV. And whereas the said Railway is intended to be made either over or under the Line of the *Dudley* Canal, and it is expedient to make the following Provisions in consequence thereof; 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 said *Dudley* Canal Navigation, nor, except as hereby expressly authorized, empower the said Railway 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 the said Canal, or to injure any of the Works of the said Canal.

Not to interfere with the *Dudley* Canal.

LXXXV. And be it enacted, That in case the said Railway shall be carried over the said *Dudley* Canal the said Railway Company shall and they are hereby required, at their own Expence, 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 thereof, with proper Approaches, and that the Span of the said Bridge between the Abutments thereof shall not be less than Twenty-six Feet in the clear, so as to include the Canal, the Towing Path, and the off Side Banking, and that no Part of the Soffit of the Arch of the said Bridge shall come within Ten Feet of the Top-water Level of the said Canal, and that no Part of the said Arch over the Towing Path shall be less than Eight Feet above the Top-water Level of the said Canal; and in case the said Railway shall be carried under the said *Dudley* Canal the said Railway Company shall and they are hereby required, at their own Expence, to carry the said Railway under the said Canal by such necessary Works and in such Manner as effectually to prevent the Escape of the Water of the said Canal, and to prevent any Injury to the Works thereof, and shall at all Times thereafter,

Company to erect a Bridge over the *Dudley* Canal, or execute proper Works to carry the Railway under it.

thereafter, at their own Expence, maintain and keep in perfect Repair the Works which shall be made for such Purpose.

Company  
not to ob-  
struct the  
Dudley  
Canal.

LXXXVI. And be it enacted, That during the Erection of any such Bridge or of any such Works as aforesaid, and at all future Times during any Repair thereof, no Obstruction shall be occasioned to the Boats or Barges passing along the said 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 at a clear Height of Nine Feet from the Top-water Level of the said Canal shall be left for the Navigation of the said Canal, and that every such Bridge shall be constructed to the reasonable Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the *Dudley Canal*.

Damages for  
obstructing  
the Dudley  
Canal.

LXXXVII. And be it enacted, 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 said Railway Company, or of any of their Agents, Servants, or Workmen, the said *Dudley Canal* or the Towing Path thereof shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same cannot pass, or shall be impeded in the passing 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 either of the said Cases the said Railway Company shall pay to the said Company of Proprietors of the *Dudley Canal Navigation*, as or by way of ascertained Damages, the Sum of Five Pounds for every Half Hour during which the said Obstruction or Contraction shall continue on the said Canal; provided always, that if such Obstruction shall continue thereon Seventy-two consecutive Hours, or shall be occasioned by any Act on the Part of the Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors of the *Dudley Canal Navigation* the further Sum of Ten Pounds for every Half Hour 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 of the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the *Dudley Canal Navigation* may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and in case any such Bridge over the said *Dudley Canal* or any Part thereof, or the Approaches, Side Slopes, or Banks of the said Railway next the said Canal, or any such Works as aforesaid, or any of them, 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 *Dudley Canal Navigation* to do the needful Repairs, and to recover the Amount of the Expences thereof from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*.

LXXXVIII. And

LXXXVIII. And be it enacted, That in case it shall happen at any Time during the making of the said Railway, or the constructing of the Bridges or other Works aforesaid, or the Usage thereof at any Time after the said Railway, Bridges, and other Works shall be completed, that any Damage or Injury shall be done or occasioned thereby to the said *Dudley* Canal Navigation, or to any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, Feeders, or any other of the Works of or belonging thereto, then and in every such Case it shall be lawful to and for the said Company of Proprietors of the *Dudley* Canal Navigation Company to take and use all necessary Ways and Means for repairing such Damage; and that all Costs, Charges, and Expences to be incurred or occasioned by such Repairs, together with all Damages whatsoever which shall be sustained by reason of any Loss of Water out of or from the said *Dudley* Canal Navigation which shall either be let out or diverted from the said Canal by the said Railway Company at any Time, or which shall at any Time escape from or out of the said Canal by reason or in consequence of the making of the said Railway, or in the constructing of the Bridges or other Works aforesaid, or of such Damage, Injury, or Usage as aforesaid, shall from Time to Time be paid and defrayed by the said Railway Company to the said Company of Proprietors of the *Dudley* Canal Navigation; and in default of Payment thereof, on demand made of the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the said *Dudley* Canal Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Company to pay for all Damage to be done to the *Dudley* Canal in making the said Railway, or in using the same.

LXXXIX. And be it enacted, That before the said Railway Company shall begin to construct any Bridge over the said *Dudley* Canal, or commence any of the Works for carrying the said intended Railway under the said Canal, it shall and may be lawful to and for the said Company of Proprietors of the *Dudley* Canal Navigation to erect and place proper and sufficient Stopgates on the said Canal on each Side of every Bridge to be constructed by the said Railway Company over the said Canal, and on each Side of the Works to be constructed by the said Railway Company for carrying the said Railway under the said Canal, for the Purpose of preventing the Escape of the Water out of the said Canal into the Mines underneath the same; and that the Costs, Charges, and Expences of making, erecting, and placing such Stopgates in the said Canal, and of keeping the same in repair, shall from Time to Time and at all Times hereafter be paid and defrayed by the said Railway Company to the Company of Proprietors of the *Dudley* Canal Navigation; and in default of Payment thereof, on demand made of the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the *Dudley* Canal Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*: Provided always, and it is hereby declared, that if it shall be necessary to draw off the Water from or out of any Part of the said *Dudley* Canal, to enable the said Railway Company to make and construct any such Bridge or other Works aforesaid, and the said Railway Company shall

Stopgates to be erected on the Sides of Bridges over the *Dudley* Canal by the Company of Proprietors of the *Dudley* Canal, and to be paid for by the Railway Company.

give or cause to be given Twenty-one Days Notice in Writing to the said Company of Proprietors of the *Dudley* Canal Navigation or their Clerk, stating that they the said Railway Company require the Water in the said *Dudley* Canal to be drawn out, at such Place, for such Purpose, and at such Time as in such Notice shall be particularly specified, then and in such Case the said Company of Proprietors of the *Dudley* Canal shall cause the Water in that Part of the said *Dudley* Canal to be drawn thereout, at the Place, for the Purpose, and at the Time mentioned and described in such Notice; subject nevertheless to the Payment by the said Railway Company hereinbefore stipulated to be made by them for the Loss of Water and Obstruction to the Navigation of the said *Dudley* Canal in consequence of drawing off the Water as last aforesaid.

Not to  
diminish  
Powers of  
Oxford Canal  
Navigation.

XC. And whereas the said Railway is intended to pass in a Line near the *Oxford* Canal Navigation, and also to pass over a Branch of the said Canal called the *Duke's Arm* in the Parish of *Wolvercott* in the County of *Oxford*, and it is expedient to make the following Provisions in consequence thereof; 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 said *Oxford* Canal Navigation, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or the Towing Path thereto, 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 which may be taken for the Use of or which now supply the said Canal, or to injure or alter the said Canal or any of the Works thereof, in any Manner not expressly denoted in the Maps or Plans and Sections of the said Railway deposited with the Clerks of the Peace of the several Counties through which the said Railway is intended to pass, and provided for by this Act; and it shall not be lawful for the said Railway Company, except for the Purpose of crossing the said Canal, to take or interfere with the said Canal, or any of the Property belonging to the Company of Proprietors of the *Oxford* Canal Navigation, or to make any Deviation from the Course or Direction of the said Railway as delineated on the said Maps or Plans of the said Railway so deposited as aforesaid, by which Deviation any of the Wharfs, Locks, Side Ponds, Bridges, or Feeders of or belonging to the said *Oxford* Canal Navigation, whether mentioned in the Schedule to this Act or not, or any Part thereof, shall be taken, used, or damaged, without the Consent of the said Company of Proprietors of the *Oxford* Canal Navigation under their Common Seal first had and obtained.

Railway  
Company to  
maintain  
Bridge over  
Canal.

XCI. And be it enacted, That in carrying the said Railway across the said *Oxford* Canal Navigation the said Railway Company shall and they are hereby required, at their own Expence, 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 that the Span of the said Bridge between the Abutments thereof shall not be less than Twenty-six Feet in the clear, so as to include the Canal and the Towing Path,

without Contraction or Deviation either horizontally or vertically, allowing Eighteen Feet for the Width of the Canal at *Bench* Level, and Eight Feet for the Width of the Towing Path, and that the Soffit of the Arch over the Centre of the Towing Path shall not come within less than Eight Feet of the Top-water Level of the said Canal, nor within Ten Feet over the Centre of the Waterway, and that the Water-wings necessary for contracting the Canal shall be built of substantial Brickwork, and extend at least Thirty Feet each Way from the Bridge, and shall be properly guarded with Iron, in like Manner as hath been done in the new Improvements or shortening Lines of the said Canal, with Iron-groove Posts built in as the Work proceeds for Drop-planks.

XCII. And be it enacted, That during the Erection of the said Bridge, and at all future Times during any Repairs thereof, no Obstruction shall be occasioned to the Boats or Barges passing along the said Canal, or to the Towing Horses drawing the same; but that at all Times during such Erection or Repairs a Waterway of not less than Nine Feet, a Towing Path of not less than Five Feet, and a clear Height of not less than Seven Feet from the Surface of the Water shall be left above the said Canal and Towing Path, for the Navigation of the said Canal, and that the said Bridge shall be constructed, as regards its Position, Form, and Dimensions, over the said Canal, to the reasonable Satisfaction of the principal Engineer for the Time being of the said Company of Proprietors of the *Oxford* Canal.

During  
Erection of  
Bridge no  
Obstruction  
to be caused.

XCIII. And be it enacted, 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 the said Bridge, or if by any Act or Omission of the said Railway Company, or of their Agents, Servants, or Workmen, the said *Oxford* Canal Navigation or the Towing Path thereof shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same cannot pass, or shall be impeded 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 said Railway Company shall pay to the said Company of Proprietors of the *Oxford* Canal Navigation, as or by way of ascertained Damages, the Sum of Fifty 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; and in default of Payment of the said Sum, or such Proportion thereof as shall become due, on demand made by the Treasurer or Clerk of the said Company of Proprietors of the said Canal of the Treasurer or Clerk of the said Railway Company, the said Company of Proprietors of the *Oxford* Canal Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and in case the said Bridge over the said *Oxford* Canal Navigation, or any Part thereof, or the Approaches, Side Slopes, or Banks of the said Railway near the said Canal, or any of them, or any Part thereof respectively, shall not be kept in good and substantial Repair, it shall be

In the event  
of Obstruc-  
tion Railway  
Company  
to pay  
Damages.

be lawful for the said Company of Proprietors of the *Oxford Canal* Navigation to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*.

Whilst any Money remains due from the Severn Commissioners on Mortgage, such annual Sum as will with the Severn Tolls make up 14,000*l.* shall be paid to the Commissioners by the Great Western Railway Company or the Company hereby incorporated.

XCIV. And whereas by an Act of Parliament for improving the Navigation of the River *Severn* passed in the Session of Parliament of the Fifth and Sixth Years of the Reign of Her present Majesty Powers were given to Thirty Commissioners therein named, and their Successors, to improve the Navigation of the said River, and to acquire certain Property for that Purpose, and to take Tolls for the Navigation of the said River, and from Time to Time to reduce such Tolls, and afterwards to advance the same, and to borrow and reborrow Money upon the Security of such Tolls and of such other Property, and to appoint a Treasurer and a Clerk and other Officers: And whereas by the joint Operation of the said last-mentioned Act, and of another Act passed in the Session of Parliament of the Seventh and Eighth Years of the Reign of Her present Majesty, for altering and extending the Provisions of the said last-mentioned Act, the Principal Sum which the said Commissioners were authorized to borrow and reborrow upon the Security of the said Tolls and of such other Property as aforesaid has been fixed at the Sum of One hundred and eighty thousand Pounds: And whereas, in exercise of the Powers of the said Acts of Parliament, the said Commissioners have borrowed, as they allege, upon the Security of the said Tolls and other Property, the Principal Sum of One hundred and eighty thousand Pounds, the whole whereof still remains due upon such Security: And whereas the Powers given to the said Commissioners to borrow such Money as aforesaid were given to them in expectation that the Tolls receivable by the said Commissioners would amount to the yearly Sum of Fourteen thousand Pounds, and that such Sum would be sufficient for all the Purposes of the said *Severn* Acts, and for the Repayment of the Principal Sum so borrowed, and the said Sum of One hundred and eighty thousand Pounds has been lent to them under the same Expectation on the Part of the Lenders, and it is probable that if this present Act were not passed such Tolls would amount to such yearly Sum as would be sufficient for the Purposes of the said Act, and although such Tolls have not yet become payable the same are expected to become payable throughout the whole of the Line of the Improvements of the said River, before the Time at which any Part of the Railway or Railways to be made under this Act can have been opened for Traffic: And whereas it is apprehended that the consequence of the Construction of the Railway and Branch Railways to be made under this Act may be to diminish the Value of the Security for the Repayment of the Sums borrowed under the Authority of the said Acts for the Improvement of the River *Severn*, and the *Great Western* Railway Company and the Company hereby incorporated are willing that such Provisions as are herein-after contained should be made for the Payment by them to the said Commissioners of such Sums of Money as are herein-after in that Behalf mentioned, and it is expedient that such Provisions should be made; be it therefore enacted, That from and after the Time at which any Goods, Wares,  
or



or Merchandize shall be carried upon any Part of any Railway or Branch Railway hereby authorized to be made between any Part of the City of *Worcester* and the Town of *Wolverhampton*, and thenceforward so long as any Principal or Interest Monies shall be due or owing under the said recited Acts relating to the Improvement of the River *Severn*, or either of such Acts, the *Great Western* Railway Company and the Company hereby incorporated, or One of them, shall, if required by the Commissioners, pay yearly and every Year unto the said Commissioners such an annual Sum of Money as together with the Tolls received by the said Commissioners during the Year in respect whereof such Payment shall be made will make up and complete the full yearly Sum of Fourteen thousand Pounds, and such Payments shall be made within the Space of Ten Days next after a Copy of the Account for such Year which is herein-after directed to be made shall have been delivered, together with a Requisition for such Payment, to the Company by whom the Payment is to be made, and the first of such yearly Payments shall be made within the Space of Ten Days after a Copy of the first of such Accounts, together with such Requisition, shall have been so delivered.

XCV. And be it enacted, That the Provisions in this Act contained requiring that Payments shall be made by the said *Great Western* Railway Company or the Company hereby incorporated, or One of them, shall be considered as being binding upon each of such Companies severally and respectively, as fully as if each of such Companies were hereby severally and separately required to make such Payments, and such Enactments shall be considered to be independent Enactments, binding each of such Companies, separately and independently, to make the Payments hereby required to be made by such Two Companies, or One of them, but Payment by One of such Companies of any Sum of Money which is hereby required to be made by the said Two Companies shall relieve the other from the Obligation to pay such Sum, or so much of such Sum as shall be so paid.

Both Companies shall be bound to pay, but Payment by One shall discharge the other.

XCVI. And be it enacted, That the Manner in which the Payments hereby directed to be made to the said Commissioners shall be by such Payments being made to the Person for the Time being acting as the Treasurer of the Commissioners, and all Payments made to the Person acting as such Treasurer shall be deemed and taken to be made to the said Commissioners; and wherever in this Act any Words mentioning or referring to Payments made or to be made to the said Commissioners shall occur, Payments to the Person acting as Treasurer of the said Commissioners shall be understood to be denoted, and the Receipts of the Person for the Time being acting as Treasurer of the said Commissioners shall be a good Discharge to the Company paying the same for so much Money as in such Receipts shall be expressed to be received.

Sums hereby directed to be paid to the *Severn* Commissioners to be paid to their Treasurer.

XCVII. And be it enacted, That all Sums of Money which shall be paid to the said Commissioners under this Act shall be applied by them in the Manner in which it is in the said Acts of the Fifth and

Application by *Severn* Commissioners of

Monies paid to them.

Sixth and Seventh and Eighth Years of the Reign of Her present Majesty provided that Tolls received by them shall be applicable, and in no other Manner; and the Sums which shall be received by the said Commissioners under this Act shall, for the Purpose of the Application thereof, be considered as having been received for Tolls.

If Tolls exceed Fourteen thousand Pounds, the Surplus to be paid to Company.

XCVIII. And be it enacted, That in any Year in which the Income arising to the said Commissioners from the Tolls which they are or may be entitled to receive shall exceed the Sum of Fourteen thousand Pounds, the Surplus over and above such Sum shall be in the first instance applied (so far as the same will extend) in repaying to the said Railway Companies such Monies as they or either of them may have advanced to the said Commissioners in any preceding Year, the same to be computed from the Time of opening the said Railway for the Traffic of Goods during the first Seven Years, or from the last septennial Settlement after that Time, as the Case may be: Provided always, that this Provision shall not extend to affect or re-open the septennial Settlement which may have been then last made between the said Company and the said Commissioners, but shall apply only to such Advances as may have been made and such Surplus as shall accrue within each separate septennial Period.

If the Severn Commissioners reduce their Tolls, the Sums payable to them under this Act shall be reduced in proportion to the Reduction of the Tolls.

XCIX. Provided always, and be it enacted, That if, during any such Period of Twelve Calendar Months as aforesaid, or during any Part of such Period, or at any Time thereafter, the Tolls payable to the said Commissioners under the said first-mentioned Act for improving the River *Severn* shall not be the full Tolls by such Act authorized to be taken, but Tolls reduced by the said Commissioners in pursuance of such Act, then the *Great Western* Railway Company and the Company hereby incorporated shall and they are hereby required to pay to the said Commissioners, in respect of such Period of Twelve Calendar Months in which or in any Part of which such reduced Tolls shall have been taken, and within Ten Days next after a Copy of the Account of such Period shall have been so delivered as herein mentioned, such an annual Sum of Money as, together with the Tolls received by the said Commissioners during such last-mentioned Period of Twelve Calendar Months, shall be required to make up and complete such a yearly Sum of Money, less than Fourteen thousand Pounds, as shall bear the same Proportion to the Sum of Fourteen thousand Pounds as such reduced Tolls shall at their lowest Reduction during such Period of Twelve Calendar Months have borne to the full Tolls which the said Commissioners are as aforesaid authorized to take, and thenceforth the said Companies shall be only bound to make up any Payment to the said reduced Amount, in proportion to the reduced Rates of Tolls, as herein-before specified.

If the Severn Commissioners shall reduce their Tolls Three Fourths no further

C. Provided also, and be it enacted, That in case the Commissioners shall at any Time reduce the Rate of Toll payable under the said Act to the Extent of Three Fourths of the highest Amount of Toll payable under the said Act, so that One Fourth Part only of such highest Amount of Toll shall for the Time being be payable under the said Act, then and in that Case and from thenceforward no Sum

of

of Money other than what may then have become due shall be payable to the said Commissioners under this Act, either by the *Great Western Railway Company* or by the Company hereby incorporated, or otherwise.

Payment shall be made to them under this Act.

CI. And be it enacted, That from and after the Time at which Goods, Wares, or Merchandize shall be first so carried as aforesaid between *Wolverhampton* and *Worcester*, and thenceforward until all Monies borrowed or to be borrowed by the said Commissioners under their said Acts or either of them, shall have been finally paid off and discharged, the said Commissioners shall keep a due and regular Account of all Sums of Money received by them for Tolls upon the said River *Severn*, and shall make out at the End of every successive Period of Twelve Calendar Months, to be computed from the Time at which such Goods, Wares, and Merchandize shall first be so carried as aforesaid, an Account of the total Amount received by them from Tolls during the then preceding Twelve Calendar Months, and shall within Thirty Days next after the End of such Period of Twelve Calendar Months deliver a Copy of such last-mentioned Account to the *Great Western Railway Company*, and a further Copy of such last-mentioned Account to the Company hereby incorporated.

Severn Commissioners to keep Account of Tolls, and to deliver Copies to the Two Companies.

CII. And be it enacted, That the said Commissioners shall also keep a regular and accurate Account of all Sums of Money which they shall receive from the *Great Western Railway Company* or the Company hereby incorporated, in respect of the Monies which are by this Act required to be paid to the said Commissioners, and such Account shall show in what Manner and to what Purposes each and every Sum of Money received by the said Commissioners under this Act has been applied, and within Ten Days after the Sums payable under this Act to the said Commissioners in respect of any Year shall have been paid to them in manner required by this Act, the said Commissioners shall cause a Copy of such Account for the then preceding Year to be delivered to the said *Great Western Railway Company*, and also to the Company hereby incorporated.

Severn Commissioners to keep Accounts of Sums received by them from the Companies, and give them Copies thereof.

CIII. And be it enacted, That at the Expiration of Seven Years from the Time at which any Goods, Wares, or Merchandize shall be carried upon any Part of the said intended Railway or Branch Railways between any Part of the City of *Worcester* and the Town of *Wolverhampton* the said Commissioners shall cause to be prepared a full, true, and accurate Account, showing the total Amount received by the said Commissioners for Tolls in each of such Seven Years, and showing what Sums have been received by the said Commissioners either from the *Great Western Railway Company* or from the Company hereby incorporated in each of such Seven Years, including the Sums, if any, which shall have been payable to such Commissioners in respect of the Seventh of such Years; and such Account shall be made out within Ten Days next after the Sums, if any, payable in respect of such Seventh and last Year shall have been paid, or if no Sums or Sum shall be payable in respect of such Seventh and last Year, then within Thirty Days next after the End of such Seventh and last Year, and so in like Manner the said Commissioners shall

Every Seven Years a Mortgage shall be made by the Severn Commissioners, to secure such Monies advanced by the Companies as shall have been applied in paying off Mortgages.

cause

cause a like Account to be prepared and made out at the End of every successive Period of such Seven Years as aforesaid, if in respect of any One or more of such Seven Years any Money shall have been paid to the said Commissioners under this Act; and a true Copy of such last-mentioned Account shall, within Ten Days next after the Time at which it is hereby required to be prepared, be delivered by the said Commissioners to the *Great Western Railway Company* and to the Company hereby incorporated; and such Account shall show in what Manner and to what Purpose such Sums of Money shall have been applied, and in particular shall show what Sums of Money shall have been applied in repaying the Principal Monies borrowed by the said Commissioners for the Purposes of their said Acts or either of them; and if the Time herein-after given for objecting to such Account shall have expired, in case of no Objection having been taken thereto, or after such Objection shall have been disposed of as herein-after mentioned, in case any Objection shall be taken to such Account, as the Case may be, the total Amount of the Sums which shall appear upon such Account to have been applied during the Seven Years to which such Account shall relate in repaying Principal Monies borrowed by the said Commissioners for the Purposes of their said Acts or either of them, shall be made the Subject of a Mortgage which shall then be made by the said Commissioners in favour of the *Great Western Railway Company* or of the Company hereby incorporated, whichever the *Great Western Railway Company* shall desire; and such Mortgage shall be made in the Manner in which Mortgages may by the said Act of the Fifth and Sixth Years of Her present Majesty be made, and shall secure to the Company in whose Favour it shall be made the Payment of such Sum as last aforesaid, together with Interest at the same Rate *per Centum per Annum* as may then be payable upon the average Amount of the other Bonds or Mortgages of the said Commissioners.

Upon the septennial Settlement of Accounts any Excess of average Income from Tolls of above 14,000*l.* to be repaid to Companies, or One of them.

CIV. And be it enacted, That in case, upon making up any such Account as is herein-before directed to be made up at the End of each Period of Seven Years, it shall appear that during the Seven Years to which such Account shall relate the Sums received by the said Commissioners for Tolls have exceeded the average yearly Sum of Fourteen thousand Pounds, then and in that Case the said *Great Western Railway Company* or the Company hereby incorporated shall be paid out of such Excess any Sum of Money which by such Account shall appear to have been paid by the said *Great Western Railway Company* or the Company hereby incorporated to the said Commissioners, and employed by the said Commissioners in any other Manner than in the Redemption or Transfer of a Mortgage or Mortgages.

Accounts of Severn Commissioners to be deemed accurate, unless objected to within a certain Time.

CV. And be it enacted, That every Account of which a Copy is hereby required to be delivered by the said Commissioners shall be deemed and taken to be a true and accurate Account of the Monies to which the same shall purport to relate; and any such Copy shall be deemed a true and accurate Copy of such Account, unless the same Account or Copy shall be objected to by the Company hereby incorporated or by the *Great Western Railway Company* within Sixty Days

Days after the Company objecting shall have received such Copy; and in case of any such Objection being made the same shall be considered and disposed of by the Clerk of the said Commissioners and the Secretary of the Company making such Objection, or in case of their Disagreement then by some Person appointed by them for the Consideration of such Objection; and in case it shall appear upon such Consideration of such Objection that such Account or Copy requires to be corrected or altered, and an Award in Writing specifying the necessary Correction or Alteration shall be made by such Clerk and Secretary, or such other Person, (as the Case may be,) within Three Days after such Objection shall have been taken and admitted, then such Corrections or Alterations shall be made within Three Days after the Date of such Award: Provided always, that if any Money shall have been previously paid by the said Companies or either of them before the Account is objected to or before any Decision shall have been made by the Referee, the Amount so overpaid shall be forthwith reimbursed by the said Commissioners to the Company who may have so paid in error.

CVI. Provided always, and be it enacted, That until the said Commissioners shall require the said *Great Western* Railway Company or the Company hereby incorporated to make some Payment to the Commissioners, under the Directions herein in that Behalf contained, it shall not be necessary for the Commissioners to deliver to the said Companies or either of them any Account of or Information with respect to the Sum received by them for Tolls; but when and so soon as either of the said Two Companies shall be required by the said Commissioners to make such Payment, then and in that Case the said Commissioners shall deliver to the said Companies, not only such Account as is herein-before required of the Tolls received by them in the preceding Year in respect of which such Payment is required to be made, but separate and distinct Accounts of the Tolls received by the said Commissioners in all previous Years, if any, which shall have elapsed since the Time at which such Goods, Wares, and Merchandize shall have been first so carried as aforesaid, or if more than Seven Years shall then have elapsed since such Goods, Wares, or Merchandize were so first carried, then a separate and distinct Account of the Tolls received by the said Commissioners in each and every Year since the Expiration of the Period of Seven Years, calculated from the Time of the first carrying of such Goods, Wares, or Merchandize, or since the Expiration of the last successive Period of Seven Years, if more than One Period of Seven Years since such first carrying of Goods, Wares, or Merchandize.

CVII. And be it enacted, That Payment of the Sums of Money which the *Great Western* Railway Company and the Company hereby incorporated, or either of them, are or is hereby directed to pay, shall and may be enforced by any Mode of proceeding by which for the Time being Payment of any Monies whatsoever could or might be enforced against such Company; and it shall be lawful for the Person for the Time being acting as Treasurer under the said Act of the Fifth and Sixth Years of the Reign of Her present Majesty to sue for and recover, in his own Name, for and on behalf of the said Commissioners, from the *Great Western* Railway Company or the Company

Severn Commissioners, requiring Payment from said Companies, to deliver a distinct Account for every previous Year of the then current septennial Period, but not otherwise.

Enforcing Payment.

Treasurer may sue on behalf of the Commissioners.

pany hereby incorporated, all Sums of Money which such Company are hereby directed to pay; and no Action, Suit, or other Proceeding to be brought or taken by such Person acting as Treasurer shall abate by reason of his Death, or of his Removal from the Office of Treasurer, or by his Resignation of Office, or shall be in anywise prejudiced by such Death, Removal, or Resignation, but such Action, Suit, or other Proceeding shall and may be continued, prosecuted, and carried on in the Name of any other Person who shall for the Time being be or act as the Treasurer under the said Act of Parliament of the Fifth and Sixth Years of the Reign of Her present Majesty; and the Person being or acting as such Treasurer, in whose Name any such Suit, Action, or Proceeding shall be taken in pursuance of this Act, shall be a competent Witness for and on behalf of the said Commissioners in such Action, Suit, or other Proceeding, and he shall be indemnified by the said Commissioners, out of any Monies which shall from Time to Time be received by them under or by virtue of the said Act of the Fifth and Sixth Years of the Reign of Her present Majesty, for all Costs, Charges, and Expences which he shall incur or sustain or be put unto in or about or with reference to any such Action, Suit, or other Proceeding, and it shall be lawful for the said Commissioners to apply any such Monies in or towards such Indemnity accordingly.

Either of the Companies may take a Transfer of Mortgages which the Severn Commissioners pay off, unless the Commissioners can procure Advances of the Money at a lower or equally low Rate of Interest.

CVIII. And be it enacted, That no Principal Sum of Money which has been already borrowed or shall be hereafter borrowed by the said Commissioners under the said recited Acts or either of them shall be paid off by the said Commissioners under their said recited Acts or either of them, upon a Reborrowing of the same, unless Six Calendar Months previous Notice in Writing of the Intention of the said Commissioners to pay off such Principal Sum of Money shall have been delivered to the said *Great Western* Railway Company and the Company hereby incorporated; and such Notice shall be signed by the Clerk of the said Company, and shall state the Time at which it is intended so to pay off such Principal Sum of Money; and it shall be lawful for either of the said Companies, after receiving such Notice, to advance the Amount of such Principal Sum of Money at the Time mentioned in such Notice, and to take a Transfer to such Company of such Principal Sum, and of the Securities for the same, unless the said Commissioners shall within Four Calendar Months from the Time of the Delivery of such Notice agree with some Body or Bodies, Person or Persons, for the Advance of such Principal Sum of Money to the said Commissioners at a Rate of Interest lower than or as low as the Rate of Interest at which such Company shall be willing to advance such Principal Sum of Money; provided that neither of the said Companies shall be entitled to require the said Commissioners to accept the Advance of such Principal Sum of Money, or to make such Transfer to such Company, unless such Company shall have, within Twenty-eight Days after the Delivery to them of such Notice as aforesaid of the Intention of the said Commissioners so as aforesaid to pay off the said Principal Sum, and deliver to the Clerk of the said Commissioners a Notice in Writing stating the Desire of the Company to advance such Principal Sum of Money, and stating the Rate of Interest at which they shall be willing to advance the same; provided

also,

also, that in case both the *Great Western* Railway Company and the Company hereby incorporated shall desire to advance such Principal Sum of Money as aforesaid, and shall deliver such Notice as last aforesaid, then and in that Case the said Commissioners shall and may take such Advance from whichever of the said Two Companies the said Commissioners shall think fit.

CIX. And be it enacted, That neither the Circumstance of the said Companies or either of them paying any Monies under this Act to the said Commissioners, or taking any Mortgage for such Monies or any Part thereof from the said Commissioners, or advancing any such Principal Sums or Sum as aforesaid to pay off Mortgages or a Mortgage, or taking any Transfer of any Mortgage or other Securities for such Sums or Sum, or taking any Transfer whatever of any Mortgage or other Security upon the said Tolls, either with or without the Concurrence of the said Commissioners, or any other Circumstance, Cause, Matter, or Thing, or any Provision herein contained, shall render the Consent of the said Two Companies or either of them necessary to any Reduction or Advance of Tolls to be made by the said Commissioners in pursuance of the Authority in that Behalf given to them by the said Act of the Fifth and Sixth Years of Her present Majesty, or shall entitle the said Companies or either of them to be considered as Creditors of the said Commissioners, or Creditors upon the said Tolls, for the Purpose of such Consent, or shall entitle the said Two Companies or either of them to interfere with the Discretion, Power, or Authority of the said Commissioners with respect to the Reduction or Advance of such Tolls; but the Consent of Three Fourths of the Creditors, other than the said Two Companies, shall be a sufficient Consent to a Reduction or Advance of Tolls within the Meaning of the said last-mentioned Act, notwithstanding that the said Companies or either of them shall hold or be entitled to the Benefit of any Mortgage, Securities, or Security upon the said Tolls, and shall be desirous of preventing such Reduction or Advance being made.

The Companies Consent shall not be necessary to any Reduction or Advance of Tolls, nor shall the Companies interfere with the Discretion of the Commissioners as to Tolls.

CX. And be it enacted, save that the Consent of the said Two Companies or either of them shall not be necessary to any Reduction or Advance of the said Tolls, and save that neither of such Companies shall be entitled to interfere with the Discretion or Authority of the said Commissioners with respect to such Tolls, every Mortgage which shall be made or transferred to the said Companies or either of them, under the Authority of this Act, shall be deemed and taken to be a Mortgage made under the said Act of the Fifth and Sixth Years of Her present Majesty.

Mortgages under this Act shall be deemed to be Mortgages under 5 & 6 Vict. c. 24., except, &c.

CXI. And whereas the Line of the said Railway is intended to pass through, under, or near to the Works of the *Dudley* Gas Light Company; be it therefore enacted, That if the said Railway shall be made by Tunnel underneath the said Works, or within the Distance of Ten Yards thereof, the said Railway Company shall and they are hereby required, at their own Expence, to take down, and reconstruct on some convenient Site to be provided by them for that Purpose, all such of the said Gas Company's Buildings and Works as the said Tunnel will

For Protection of *Dudley* Gas Works if Railway made by Tunnel underneath said Works.

will so pass under or near to as aforesaid, and shall make all such Communications between the Works so to be reconstructed and the other Works of the said Gas Company as may be rendered necessary by the Formation of the said Railway; and it shall not be lawful for the said Company to commence the Formation of any Tunnel under or within the aforesaid Distance of the said Works until the Reconstruction of such Buildings or Works of the said Gas Company as it may be necessary to remove for the Purposes of the said Railway shall have been completed to the Satisfaction of the Engineer of the said Gas Company for the Time being.

For Protection of the Dudley Gas Works if Railway is made by cutting through or near the said Works.

CXII. And be it enacted, That if the said Railway shall be made through or near to the said Works of the said Gas Company by means of open Cutting, the said Railway Company shall and they are hereby required, at their own Expence, to take down, and remove to some convenient Site to be provided by them for the Purpose, all such of the Buildings and Works of the said Gas Company which it may be necessary to remove for the Purpose of constructing the said Railway, or which would be in any Manner endangered by reason of the Formation thereof, and shall also properly and securely fence off such Parts of the said Works as it may not be requisite to remove or take down from the Portions thereof which it may be requisite to take down and remove as aforesaid, and shall make all such Approaches to and Communications between the Works of the said Gas Company as may be rendered necessary by reason of the Formation of the said Railway.

For protecting Mains and Pipes of the Gas Company.

CXIII. And be it enacted, That the said Railway Company shall and they are hereby also further required to sustain, uphold, and protect, to the Satisfaction of the Engineer of the said Gas Company, all such Mains, Pipes, and other Works of the said last-mentioned Company as it may be necessary to interfere with during or for the Purposes of the Construction of the said Railway, and shall also adopt all such reasonable Precautions for the Protection of the Property of the said Gas Company adjoining the said Railway from any Danger or Injury to arise from the Construction of the said Railway, as the said Engineer may deem requisite; and it shall be lawful for the said Engineer from Time to Time to enter upon and inspect the Works of the said Railway Company, for the Purpose of ascertaining how far the same may be calculated to endanger or interfere with the Works of the said Gas Company; and in all Cases where any Damage may be done to the said last-mentioned Works by the Operations of the said Railway Company the same shall be forthwith, or as soon as conveniently may be, made good, by and at the Expence of the said Railway Company.

If Railway made by open Cutting, and afterwards arched over, Buildings, &c. of the Gas Com-

CXIV. And be it enacted, That if the said Railway be made in the first instance by open Cutting through or within the aforesaid Distance of the Works of the said Gas Company, and that such open Cutting be subsequently arched over, the Surface of the Ground over the said Railway shall be made good, and all such Buildings, if any, as may have been damaged by reason of the Construction of the said Railway, shall be forthwith repaired and restored by and at the Expence of the



the said Railway Company; and the same, together with such other Buildings as may have been taken down and rebuilt by the said last-mentioned Company, shall be given up to the said Gas Company in a complete State, and in an efficient working Condition, to the Satisfaction of the Engineer for the Time being of the said Gas Company.

CXV. And be it enacted, That the Price to be paid to the said Gas Company for the passing through or under and for interfering with their Works aforesaid shall be settled by Arbitration in manner provided by the Lands Clauses Consolidation Act, 1845; and the said Company shall be paid Compensation for all temporary Damage that may be done to their Works, and for all Loss of Revenue which they may sustain by reason of the partial stopping of or Interference with such Works, owing to the Formation of the said Railway; and Compensation shall be also paid by the said Railway Company to the Contractor for the Time being of the said Gas Company, for all increased Expence, if any, to which he may be put, and for all Loss, if any, which he may sustain during the Period intervening between the first Interference with the Works of the said Gas Company by the said Railway Company and the final Restoration of such Works, or Completion of new Works in lieu thereof, by the said Railway Company, and the Delivery of such Works, so enclosed or rebuilt, as the Case may be, to the said Gas Company.

As to Compensation to the Dudley Gas Company.

CXVI. And be it enacted, That the said Railway Company shall save harmless and indemnify the said Gas Company of, from, and against all Claims, if any, which may be made against them by the Commissioners for the Improvement of the Town of *Dudley*, or by any other Person or Persons, in respect of the Nonperformance or Nonfulfilment by the said Gas Company of any Contract entered into by them for the Supply of Gas, which Nonperformance or Nonfulfilment may have been occasioned by any Act or Default of the said Railway Company, or of their Contractors, Agents, Servants, or Workmen: Provided always, that, notwithstanding any such Act or Default by the said Railway Company, the said Gas Company shall and they are hereby required to use all Means at their Disposal for avoiding a Breach of any such Contract, upon being paid by the said Railway Company any increased Charge to which they may be put in so doing by reason of any such Act or Default on the Part of the said Railway Company.

Railway Company to indemnify Gas Company against Nonfulfilment of Contracts.

CXVII. And be it enacted, 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,)

Tolls:

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

Tonnage on Articles of Merchandise.

For all Coals, Coke, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and Rolled Iron, Limestone, Lime, Bricks, Salt, Sand, Fire Clay, Cinders, Slag, and Stone, *per Ton per Mile* One Halfpenny; and  
 [Local.] 49 T if

if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Farthing :

For all Dung, 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 Culm, Charcoal, and all Stones for building, pitching, and paving, all Tiles, Slates, Clay (except Fire Clay), 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* Two-pence ; 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, Merchandize, Articles, Matters, or Things, *per Ton per Mile* not exceeding Three-pence ; 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 Five-pence :

And a Sum of Two-pence *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh :

Tolls for  
Passengers  
and Cattle.

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

For every Person conveyed in or upon any such Carriage, *per Mile* not exceeding Two-pence ; 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 Three-pence ; 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.

CXVIII. And be it enacted, 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.

CXIX. And

CXIX. And be it enacted, That the following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,) Regulations  
as to the  
Tolls.

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 in proportion for any smaller Quantity.

CXX. 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,) Tolls for  
small Parcels  
and great  
Weights.

For the Carriage of small Parcels (that is to say, Parcels not exceeding Five hundred Pounds Weight each,) the Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand 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.

CXXI. And be it enacted, That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred 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. Passengers  
Luggage.

CXXII. And be it enacted, 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 Ex- Maximum  
Rates of  
Charges for  
Passengers.  
pence

pence incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in a First Class Carriage, the Sum of Three-pence *per* Mile:

For every Passenger conveyed in a Second Class Carriage, the Sum of Two-pence *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.

CXXIII. 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 Waggon or Trucks and locomotive Power, and every Expence 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 Burden before classed with Horses, the Sum of Five-pence *per* Mile:

For Cattle, the Sum of Two-pence *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 Seven-pence *per* Mile:

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

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

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

For Cotton, and other Goods and Articles herein-before classed therewith, the Sum of Four-pence *per* Ton *per* Mile.

Limiting Tolls for Conveyance of Coals, Ironstone, &c., in Carriages not belonging to the Company.

CXXIV. Provided always, and be it enacted, That in respect of the Carriage on the said Railway of Coals, Ironstone, and other Articles herein-before classed therewith, conveyed in Carriages not belonging to the Company, it shall not be lawful for the said Company to demand or receive any greater Toll or Sum *per* Ton *per* Mile than Three Farthings, including the said Toll for the Use of Engines, in the event of such Coals, Ironstone, or other Articles passing for a greater Distance than Fifty Miles on the said Railway, or than One Penny *per* Ton *per* Mile for any shorter Distance.

Foregoing Charges not to apply to special Trains.

CXXV. Provided always, and be it enacted, 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 Trains appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers and Goods upon the said Railway.

Charges may be increased, if Goods, &c. conveyed on a Portion only of the Railway.

CXXVI. Provided also, and be it enacted, That the maximum Charges herein-before limited shall be held applicable to Cattle and Goods conveyed along the whole Length of the Railway by this Act authorized; but in the event of such Animals or Goods being conveyed along a Portion only of the said Railway, then and in such Case

it shall be lawful for the said Company to demand and receive an Increase on the said Charges in respect of the Conveyance thereof to the Extent following; (that is to say,) to the Extent of Five *per Cent.* on the said Charges if such Animals or Goods be conveyed for a less Distance than Three Fourths of the said Railway, to the Extent of Fifteen *per Cent.* if they be conveyed for a less Distance than One Half of the said Railway, and to the Extent of Twenty-five *per Cent.* if they be conveyed for a less Distance than One Fourth of the said Railway.

CXXVII. Provided further, and be it enacted, 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.

Company  
may take  
increased  
Charges by  
Agreement.

CXXVIII. And be it enacted, That it shall be lawful for the Company to let on Lease the Railways and Works hereby authorized to be made, or any of them, or any Part or Parts thereof respectively, to the *Great Western Railway Company*, for such Term of Years and on such Conditions as may be mutually agreed on; and it shall be lawful for the said *Great Western Railway Company*, with the Approbation of Three Fifths of the Shareholders in such last-mentioned Company present, personally or by Proxy, in General Meeting especially convened for the Purpose, to accept and take such Lease.

Power to  
lease the  
Railways.

CXXIX. And be it enacted, That it shall also be lawful for the Company hereby incorporated, by and with the Authority of Three Fifths of the Votes of the Proprietors who may be present, either personally or by Proxy, at some General Meeting specially convened for the Purpose, to sell and transfer to the said *Great Western Railway Company*, and for such last-mentioned Company, by and with the like Authority on the Part of the Proprietors thereof, to purchase the several Railways by this Act authorized to be made, or any of them, or any Part thereof, or any Share or Interest therein, and whether before or after the Completion thereof (but subject to any existing Mortgages, Contracts, Agreements, or Liabilities affecting the same); and on Completion of such Purchase, of which Completion a Transfer or Conveyance under the Corporate Seal of the Company hereby incorporated shall be sufficient Evidence, the said *Great Western Railway Company* may have and hold the said Railways, or the Part thereof, or the Share therein purchased by them, and use, exercise, and enjoy, or participate in the Use, Exercise, and Enjoyment of all or any of the Rights, Powers, and Privileges conferred by this Act on the Company hereby incorporated in relation thereto; and for such Purpose it shall be lawful for the *Great Western Railway Company*, if they see fit, by and with such Authority as aforesaid, to create such additional Number of Shares in the Undertaking of the *Great Western Railway*, and to borrow upon Mortgage such a Sum of Money as may be necessary for completing such Purchase, or for constructing and

Power to  
sell the  
Railways.

working the said Railways or any of them, or any Part thereof which may be the Subject of such Purchase, provided the Amount to be raised by such additional Shares shall not exceed the Amount of Capital by this Act authorized to be raised for the Purpose of the said Undertaking; and that the Money so to be borrowed by the said *Great Western* Railway Company in the event aforesaid shall not exceed One Third the Amount of the Capital to be raised by such additional Shares, and shall not be borrowed until One Half of the said Capital shall have been paid up; and from and after such Purchase as aforesaid, if any such shall take place, the Railways by this Act authorized to be made, or such of them, or such Part or Parts thereof respectively as may be so purchased by the said *Great Western* Railway Company, shall thenceforth be and become amalgamated with and shall form Part of the Undertaking belonging to such last-named Company, and from thenceforth all the Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things contained in this Act or the said recited Acts, relating to the Railways and Works hereby authorized to be made, which may so become amalgamated with the *Great Western* Railway, shall, with reference to all such Railways, Works, Matters, and Things as might have been made or done by the Company hereby incorporated, be applied and applicable to the said *Great Western* Railway Company, their Officers, Agents, and Servants, in every respect as if the said *Great Western* Railway Company had been in every Case in this Act written or referred to in lieu and stead of the *Oxford, Worcester, and Wolverhampton* Railway Company.

Power to enter into Contracts with the *Great Western* Railway.

CXXX. And be it enacted, That it shall be lawful for the Company hereby incorporated and for the said *Great Western* Railway Company to make and enter into such Contracts or Agreements for effecting the Purposes aforesaid, or for otherwise working or using the said Railways or any of them, or any Part or Parts thereof respectively, or for the Maintenance and Repair thereof, or any Part or Parts thereof respectively, as they the said Companies may respectively deem advisable, and subject to such Terms and Conditions as may be mutually agreed on between them; and any Contract or Agreement made before the passing of this Act for all or any of the Purposes aforesaid, by the Provisional Committee of the Company hereby incorporated and the Directors of the said *Great Western* Railway Company, with the Sanction of any General Meeting of the said last-mentioned Company, shall be as valid and binding in every respect as if made subsequently to the passing of this Act, and in conformity with the Provisions hereof.

Railway and Branches to be completed by the *Great Western* Railway Company in case of Default by the

CXXXI. And whereas the *Great Western* Railway Company are willing to undertake in case of Need the due Completion of the Railway by this Act authorized and the Branches thereof; be it therefore enacted, That in the event of the Company hereby incorporated failing to complete the said Railway and Branches within the Period limited by this Act, by neglecting at any Time to proceed therewith in such Manner as to afford a reasonable Security for the Completion thereof within the aforesaid Period, it shall be lawful for the

the said *Great Western* Railway Company, after giving One Month's Notice of their Intention so to do, to enter upon the said Railway, and to proceed with the Construction thereof, and to exercise all or any of the Powers of the Company hereby incorporated in relation thereto; and if at any Time the said Company hereby incorporated shall, in the Opinion of the Board of Trade, fail to proceed with the Construction of the said Railway in manner aforesaid, the said *Great Western* Railway Company shall, on being required so to do by the said Board, enter upon the said Railway, and shall complete the same as aforesaid; and in such event it shall not be lawful for the Company hereby incorporated, or the Directors thereof, at any Time from and after such Entry as aforesaid, unless with the special Consent of the said Board of Trade, to declare, make, or pay any Interest or Dividend upon any of the Shares in the said Undertaking, or to the Holders or Proprietors thereof, until after the whole of the said Railway shall have been constructed, and opened for public Use.

Company hereby incorporated.

CXXXII. And whereas the *Great Western* Railway Company are or may become, not only Lessees or Purchasers of the Railway hereby authorized, or may subscribe to the Company hereby incorporated, but will also derive considerable Advantage from the Construction of the Railway hereby authorized, by means of the additional Traffic which will be thereby brought upon the Main Line of the *Great Western* Railway, and it has therefore been considered just and reasonable to require the *Great Western* Railway Company to be subjected to the Provisions of an Act passed in the last Session of Parliament, 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*; be it therefore enacted, That after the passing of this Act the Provisions contained in the said Act of the last Session of Parliament shall apply to and include the *Great Western* Railway Company, in the same Manner and to the same Extent (but no further or otherwise) as if the said *Great Western* Railway Company had not been incorporated until the Time of the passing of this Act.

Great Western Railway to be subject, as to Revision of Rates, to 7 & 8 Vict. c. 85.

CXXXIII. And whereas so much of the Railway by this Act authorized to be made which lies between the *Birmingham and Gloucester* Railway at *Abbotswood* and also at *Stoke Prior* might be beneficially used by the *Birmingham and Gloucester* Railway Company, or their Lessees, or other Company owning the *Birmingham and Gloucester* Railway for the Time being, for the Purposes of the Traffic passing on that Railway between *Gloucester* and *Birmingham*, and between other Places on the said *Birmingham and Gloucester* Railway, and it is just and expedient that the said last-mentioned Company should be entitled to the Use of the same for the Purposes of such Traffic; be it therefore enacted, That it shall be lawful for the said *Birmingham and Gloucester* Railway Company, or their Lessees, or other Company as aforesaid, to use the said Portion of Line by this Act authorized to be made between *Abbotswood* and *Stoke Prior* aforesaid, or any Part thereof, at proper and convenient Times, as herein-after provided, with Engines and Carriages properly constructed,

Line between *Abbotswood* and *Stoke Prior* may be used by the *Birmingham and Gloucester* Railway Company.

structed, but subject to the Bye Laws and Regulations of the Company hereby incorporated, or their Lessees, or of the Company to whom the Railway hereby authorized shall for the Time being belong, for the Purpose of conveying any Passengers, Animals, or Goods which may have passed or be intended to pass from or to any Part of the said Portion of Line on to the said *Birmingham and Gloucester* Railway, or any Part thereof, on Payment to the Company hereby incorporated, or their Lessees, or the Company who for the Time being may be Owners of the Railway hereby authorized, of an annual Sum in lieu of Tolls or in respect thereof, as herein-after mentioned; and if any Difference shall arise between the said *Birmingham and Gloucester* Railway Company, or their Lessees, or other Company as aforesaid, and the Company hereby incorporated, or any such other Company as aforesaid, respecting the Times when the said *Birmingham and Gloucester* Railway Company, or their Lessees, or other Company as aforesaid, shall be allowed to use the said Portion of Railway, or the Mode of such Use, or as to any Matter connected therewith, such Difference shall be settled by Arbitration, or by the Board of Trade, at the Option of the said first-mentioned Railway Company, and the Decision of the said Board or of the said Arbitration shall be binding and conclusive on both the said Companies: Provided always, that the said *Birmingham and Gloucester* Railway Company, or their Lessees, or other Company as aforesaid, shall not be permitted to convey any Passengers, Goods, Animals, or other Traffic along the said Line between *Abbotswood* and *Stoke Prior*, or any Part thereof, unless such Passengers, Goods, or Animals, or other Traffic, shall have passed or be intended to travel or pass in the same Train over some Portion of the *Birmingham and Gloucester* Railway between *Abbotswood* and *Gloucester*, or between *Stoke Prior* and *Birmingham*.

Rent to be paid by the Birmingham and Gloucester Railway Company for Use of Line between *Abbotswood* and *Stoke Prior*.

CXXXIV. And be it enacted, That the Price or Remuneration which the said *Birmingham and Gloucester* Railway Company shall pay to the Company hereby incorporated, or their Lessees, or to the Company to whom the Railway hereby authorized shall for the Time being belong, in respect of the Use, for such Purposes as aforesaid, of the said Portion of Line between *Abbotswood* and *Stoke Prior*, shall be for the first Two Years after such Use shall commence a yearly Sum by way of Toll for each Passenger and Animal and for each Ton of Goods or other Traffic conveyed by them equal and amounting to Fifty *per Cent.* of the average Charge *per Mile* which the said *Birmingham and Gloucester* Railway Company shall demand or receive as Fares or Charges for the Conveyance of the same and other Passengers travelling in the same Class of Carriages, and of the same and the like Animals, Goods, and other Traffic conveyed by them in their own Waggon or Trucks on the said *Birmingham and Gloucester* Railway, the Numbers of the said respective Passengers and Animals, and the Number of Tons and Description of the Goods or other Traffic, being ascertained by Accounts to be kept by the said *Birmingham and Gloucester* Railway Company, and to be accessible to some one impartial Person appointed by the said Two Companies, or, in case of Dispute, by the Board of Trade; and after the End of the said first Two Years the said *Birmingham and Gloucester* Railway Company



Company shall pay, by equal quarterly Payments, for the next Three Years, an annual Rent in respect of the said Portion of Railway equal to the Sum which they shall have paid upon the Average during the said first Two Years; and at the End of the said Three Years, and thereafter at the End of each succeeding Period of Three Years, the said *Birmingham and Gloucester* Railway Company shall pay such annual Sum in respect of the Use hereby authorized of the said Portion of Railway for such Purposes as aforesaid as may be agreed upon between them and the said Company hereby incorporated, or the Company to whom the Railway hereby authorized to be made shall for the Time being belong or be on Lease, or, in the event of Difference between them as to the Accuracy of the Accounts so kept or the Amount so to be paid, as may be settled by Arbitration, or by the Board of Trade on the Application of either of the said Companies, the Amount of such Rent being fixed and determined as nearly as possible according to the then existing Traffic during the Two preceding Years, on the Principle of Payment herein-before specified with regard to the Two first Years Use by the said *Birmingham and Gloucester* Railway Company of the said Portion of Railway.

CXXXV. Provided always, and be it enacted, That such Payment of Fifty *per Cent.* as aforesaid shall be held to include the Use of any Passenger or Goods Station or Building for the Accommodation of the Public which may be constructed by the said Company hereby incorporated, or by the Lessee or Owner of the said Line for the Time being, for the Use of their own Traffic in Passengers or Goods passing to or from the said Railway at any Station between *Abbotswood* and *Stoke Prior*; but in case the said *Birmingham and Gloucester* Railway Company, or their Lessees, or any other Company, as aforesaid, shall require any separate or additional Station or Building for Passengers or for Goods or for other Purposes, the same shall be constructed and maintained by the Company hereby incorporated, or by the Lessee or Owner of the said Line for the Time being, at the Cost and Expence of the said *Birmingham and Gloucester* Railway Company, or of their Lessee or other Company, as aforesaid, and shall be under the Control of the said last-mentioned Company; and the said *Birmingham and Gloucester* Railway Company, or their Lessee or other Company, as aforesaid, shall defray any additional Expences, and shall appoint and pay any additional Clerks, Porters, or other Servants to be employed by them in the Management of the said Traffic, and in such extra Stations or Buildings, the Amount of which Cost and Expences shall be determined, in case of Difference, by Arbitration; it being further provided, that no such Building or Station shall be required which may interfere with the Use of the said Line or Stations by the Company hereby incorporated, or by their Lessees or Parties owning the Line for the Time being; and in the event of any Question arising between the said Parties whether the said Company hereby incorporated, or their Lessee or the Owner of the Line for the Time being, has provided sufficient Accommodation, it shall be referred to the Board of Trade to determine the same, subject with the Understanding that any increased Expence incurred in consequence of the *Birmingham and Gloucester* Railway Traffic is to be defrayed by that Company.

As to Payment by the Birmingham and Gloucester Railway Company.

[*Local.*]

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CXXXVI. And

Power to  
lease or pur-  
chase the  
Stratford  
and Moreton  
Railway,  
established  
by 1 & 2 G. 4.  
c. 63.,  
6 G. 4. c. 168.,  
and 3 & 4 W. 4.  
c. 70.

CXXXVI. And whereas an Act was passed in the First and Second Years of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for making and maintaining a Railway or Tramroad from Stratford-on-Avon in the County of Warwick to Moreton-in-Marsh in the County of Gloucester, with a Branch to Shipston-on-Stour in the County of Worcester*: And whereas another Act was passed in the Sixth Year of the Reign of His late Majesty, intituled *An Act to amend an Act passed in the First and Second Year of the Reign of His present Majesty, intituled 'An Act for making and maintaining a Railway or Tramroad from Stratford-upon-Avon in the County of Warwick to Moreton-in-Marsh in the County of Gloucester, with a Branch to Shipston-on-Stour in the County of Worcester;*' and for making further Provisions touching the same: And whereas another Act was passed in the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for enabling the Stratford and Moreton Railway Company to make a new Branch of Railway to Shipston-upon-Stour in the County of Worcester*: And whereas it is expedient that Power should be granted to the Company hereby incorporated to purchase or rent the said *Stratford and Moreton* Railway, with the said Branch to *Shipston-on-Stour*; be it therefore enacted, That it shall be lawful for the Company hereby incorporated, with the Approbation of Three Fifths of the Shareholders present, personally or by Proxy, at any General or Special Meeting of the said Company, by and with the like Approbation and Consent of the Company of Proprietors of the said *Stratford and Moreton* Railway, to purchase or rent on Lease, and for the said *Stratford and Moreton* Railway Company to sell or lease, the same Railway, Branch Railway, and Works, or any of them, or any Part thereof, and their respective Powers, Rights, and Privileges in reference thereto, upon such Terms and Conditions as may be mutually agreed upon, but subject to all Mortgages and other Liabilities affecting the same; and in the event of any such Purchase or Lease it shall be lawful for the said Company hereby incorporated to hold the said Railway and Branch Railway, and all Lands, Buildings, and Works connected therewith respectively, or such One or more of them, or so much thereof respectively as may be purchased or rented by them, and to use, exercise, and enjoy all Powers, Rights, Privileges, and Authorities of the Company interested therein in relation thereto, which may be so sold or leased to them; and if they so think fit it shall be lawful for the Company hereby incorporated to transfer or assign the Interest which they may so acquire in the said Railway, and their Powers, Rights, and Privileges in reference thereto, to the said *Great Western* Railway Company, if under the Provisions of this Act they shall become the Lessees or Purchasers of the Railway by this Act authorized to be made.

Stratford  
and Moreton  
Railway to  
become the  
Property of  
the Com-  
pany, sub-  
ject to an  
annual Rent-  
charge.

CXXXVII. And whereas the Formation of the Railway hereby authorized might prove prejudicial to the Interests of the *Stratford and Moreton* Railway Company, and the said last-mentioned Company have agreed to sell or let on Lease the said Railway and the Branch thereof to *Shipston-on-Stour* to the Company hereby incorporated for a perpetual and annual Rent of Two thousand five hundred and thirty-seven Pounds Ten Shillings *per Annum*; be it therefore enacted, That  
4 immediately

immediately upon the Completion by the Company hereby incorporated of a Line of Railway from *Oxford* to *Moreton*, or at any earlier Period to be fixed by the said last-mentioned Company, by Notice served on the said *Stratford and Moreton* Railway Company, the said *Stratford and Moreton* Railway, and the said Branch to *Shipston-on-Stour*, with all the Buildings, Machines, Tackle, Implements, and other Property of the said *Stratford and Moreton* Railway Company, used for the Purposes of or in connexion with the said Railway and Branch Railway, shall be and become the Property of the said Company hereby incorporated, subject to the said annual Rent of Two thousand five hundred and thirty-seven Pounds Ten Shillings *per Annum* to be paid to the said *Stratford and Moreton* Railway Company, and the said Rent of Two thousand five hundred and thirty-seven Pounds Ten Shillings shall be paid to the said *Stratford and Moreton* Railway Company, or to their Clerk or Secretary for the Time being, by equal half-yearly Payments, that is to say, on the First Day of *January* and the First Day of *July* in each Year, and the Receipt of the said Company under their Common Seal, or under the Hand of their Secretary for the Time being, shall be a sufficient Discharge to the Company hereby incorporated for the Payment of the said Rent, and they shall not be answerable for or be bound to see to the Application or Distribution thereof, or of any Part thereof: Provided always, that if the said Rent, or the Proportion thereof which may be due, shall remain unpaid for the Space of Twenty-one Days after either of the Days appointed for Payment thereof, it shall be lawful for the said *Stratford and Moreton* Railway Company to enter upon the Railway, Lands, and Works of the Company hereby incorporated, and to levy the Amount of Rent so in arrear by Distress and Sale of the Goods, Chattels, and Effects of the said last mentioned Company.

CXXXVIII. And be it enacted, That from and after the Period when the aforesaid Rent of Two thousand five hundred and thirty-seven Pounds Ten Shillings *per Annum* shall become payable in respect of the said *Stratford and Moreton* Railway by the Company hereby incorporated, all the Powers, Rights, Privileges, and Authorities vested in the said *Stratford and Moreton* Railway Company by virtue of the Acts relating to the said last-mentioned Railway, or any of them, in relation to the Maintenance, Use, Regulation, and Protection of the said Railway, shall and may be exercised by the Company hereby incorporated in like Manner as though the said Railway had been originally vested in them by virtue of the said Acts, in lieu of in the said *Stratford and Moreton* Railway Company, and the said Company hereby incorporated shall in respect of the said last-mentioned Railway be subject to all the Provisions of the said Acts relating thereto to which the said *Stratford and Moreton* Railway Company would have been subject, so far as they may be applicable; and it shall be lawful for the said Company hereby incorporated (if they think fit) to transfer and assign the said Railway or any Part thereof, and all or any of the Powers, Rights, and Privileges of which they may become possessed in relation thereto, to the said *Great Western* Railway Company, or to any Company who may become the Lessees of the Railway by this Act authorized to be made.

Powers of the *Stratford and Moreton* Railway Company to vest in Company hereby incorporated.

CXXXIX. And

Present Debt due on the Credit of the Stratford and Moreton Railway Company to become a Charge on the Rental thereof.

CXXXIX. And whereas the Sum of Forty-eight thousand three hundred and fifteen Pounds, or thereabouts, is now due and owing by the said *Stratford and Moreton* Railway Company on the Credit of the Tolls, Rates, and Duties arising on the said Railway, the Payment of which Sum, with Interest, is secured by Mortgages, Bonds, Loan Notes, and otherwise; be it therefore enacted, That all such Mortgages, Bonds, Notes, and other Securities shall be and become a Charge on the said annual Rent to be paid by the Company hereby incorporated, in like Manner as though such Rent were the Produce of Tolls arising on the said *Stratford and Moreton* Railway; and Interest shall be paid to the Holders of the said Mortgages, Bonds, and Notes, out of the said Rent in the Order of Priority in which they may be respectively entitled thereto, and in preference to any other Payment out of or other Distribution of the said Rent: Provided always, that after the Payment of such Interest the Residue of the said Rent shall be distributed amongst the several Holders of Shares in the said *Stratford and Moreton* Railway, in the Proportions in which they may be respectively entitled thereto, in like Manner as though the same were Profits arising from the said Railway in the Hands of the said *Stratford and Moreton* Railway Company, or shall be applied in reduction of the said Debt, or otherwise, at the Option of the said *Stratford and Moreton* Railway Company, as any Committee appointed by them shall direct.

Price of certain Land held by the Stratford and Moreton Railway Company to be deducted.

CXL. And whereas a Portion of the Land whereon the said *Stratford and Moreton* Railway is made has not been paid for by the said *Stratford and Moreton* Railway Company, and the Sum of Three thousand two hundred and eighty-six Pounds Seventeen Shillings and Two-pence, or thereabouts, still remains due in respect thereof to the Proprietor of the same; be it therefore enacted, That it shall be lawful for the Company hereby incorporated to pay the said Sum of Three thousand two hundred and eighty-six Pounds Seventeen Shillings and Two-pence in respect of the said Lands, and to obtain a Conveyance thereof to themselves or to the said *Stratford and Moreton* Railway Company; and in such Event it shall be lawful for them to deduct from the said Rent payable to the said *Stratford and Moreton* Railway Company an annual Sum equivalent to Four per Cent. on the said Sum of Three thousand two hundred and eighty-six Pounds Seventeen Shillings and Two-pence, or so much thereof as may be paid by them in respect of the Sum due for the Purchase of the said Lands or any Part thereof.

Powers of the Stratford and Moreton Railway Company, irrespective of the Use of the Railway, to remain.

CXLI. And be it enacted, That, save as hereby specifically provided, nothing in this Act contained shall prejudice, interfere with, or diminish any of the Powers, Rights, or Privileges conferred on the said *Stratford and Moreton* Railway Company by the Acts relating thereto, or any of them, but all such Powers, Rights, and Privileges (save such of them as may be transferred by the said last-mentioned Company under the Provisions of this Act) shall be and the same are hereby ratified and confirmed, and shall remain in full Force, in like Manner as though this Act had not been passed: Provided always, that, notwithstanding any thing in the said Acts contained to the contrary, it shall not be requisite, for the Purpose of constituting a

General

General Meeting of the said *Stratford and Moreton* Railway Company, after the said last-mentioned Railway shall have become vested in the Company hereby incorporated, that any particular Number of Shareholders in the said last-mentioned Undertaking should be present in Person at any such Meeting, but it shall be sufficient for the Purpose of constituting such Meeting that Shareholders holding Two hundred Shares at least in the said Undertaking should be present, either personally or by Proxy, at such Meeting.

CXLII. And whereas, under and by virtue of the said Act of the Third Year of the Reign of His late Majesty *William* the Fourth, the Sum of Eight thousand eight hundred and seventy-five Pounds One Shilling and Three-pence, or thereabouts, has been borrowed by the said *Stratford and Moreton* Railway Company on the Security of the separate Tolls arising or to arise on the said Branch Railway belonging to the said Company to *Shipston-on-Stour*; be it therefore enacted, That the Sum of One hundred and seventy-seven Pounds Ten Shillings, Part of the said Sum of Two thousand five hundred and thirty-seven Pounds Ten Shillings, shall be taken to be in lieu of the Tolls hitherto collected on the said Branch, and shall be set apart and applied to the Payment of the Interest due on the Sums raised on the Credit of the said last-mentioned Tolls under the Powers of the said last-mentioned Act.

Sum of Money set apart to meet Mortgages of Shipston Branch.

CXLIII. And be it enacted, That the Vice Chancellor, the Proctors and Pro-proctors for the Time being of the University of *Oxford*, and Heads of Colleges and Halls, and the Marshal of the said University, or other Person or Persons deputed by Writing under the Hand of the Vice Chancellor of the said University for the Time being, or of the Head or Governor, or in his Absence the Vicegerent of any College or Hall in the said University, shall, at or about the Times of Trains of Carriages upon the said Railway starting or arriving, and at all other reasonable Times, have free Access to every Depôt or Station for the Reception of Passengers proceeding by the Trains upon the said Railway, and to every Part thereof, and to every Booking Office, Ticket Office, or other Office or Place for Passengers upon the said Railway at *Oxford* or within Ten Miles thereof, and shall then and there be entitled to demand, and take and have, without any unreasonable Delay, from the proper Officer or Servant of the Company, such Information as it may be in the Power of any Officer or Servant of the Company to give with reference to any Passenger or Person having passed or applying to pass on the said Railway, or otherwise coming to or being in or upon the said Depôt or Station or Place, who shall be a Member of the said University, or suspected of being such; and in case the said Company or their Officers or Servants, or any of them, shall not permit such free Access to the said Depôts or Stations as aforesaid, or shall not furnish such Information as herein-before mentioned, the said Officer or Servant of the said Company shall for each Default forfeit and pay a Sum not exceeding Five Pounds.

Officers of the University of Oxford to have Access to Railway Stations.

CXLIV. And be it enacted, That if the said Vice Chancellor or Proctors or Pro-proctors for the Time being of the said University, or

Penalty on Company Heads conveying

[Local.]

49 Y

Members of  
the Univer-  
sity after  
receiving  
Notice from  
the Univer-  
sity Officers.

Heads of Colleges and Halls, or the Marshal of the said University, or other Person or Persons deputed as aforesaid, shall, at any Time or Times previous to the starting of any Train of Carriages upon the said Railway, notify to the proper Officer, Book-keeper, or Servant of the said Company that any Person or Persons about to travel in or upon the said Railway is a Member of the University, not having taken the Degree of Master of Arts or Bachelor in Civil Law, and shall identify such Member to such proper Officer, Book-keeper, or Servant of the Company at the Time of giving such Notice, and require such Officer, Book-keeper, or Servant to decline to take such Member of the University as a Passenger upon the said Railway, the proper Officer, Book-keeper, or Servant of the said Company shall immediately thereupon, and for the Space of Twenty-four Hours after such Notice, Identification, and Requirement, refuse to convey such Member of the said University in or upon the said Railway, and which he is hereby authorized to do notwithstanding such Member may have paid his Fare; and in case any such Member of the said University shall be knowingly and wilfully allowed to be conveyed thereon, after such Notice, within the Time aforesaid, the said Company shall for each Passenger so conveyed forfeit and pay a Sum not exceeding Five Pounds: Provided always, that no Member of the University, represented as such to the said Company or any of their Officers or Servants, by the Vice Chancellor, Proctors, Pro-proctors, Heads of Colleges and Halls, Marshal, or other Person or Persons deputed as aforesaid, or any of them, who shall be refused to be carried by the said Company or by any of their Officers or Servants, shall on that Account be entitled to claim or recover any Damage or Compensation from the said Company, or such Officer, Book-keepers, or Servants, provided that in case such Member shall have paid his Fare the same shall have been tendered or returned to him on demand.

Company to  
take up and  
set down  
Members of  
the Univer-  
sity at ap-  
pointed  
Stations  
only.

CXLV. And be it enacted, That it shall not be lawful for the said Company to take up or set down any Person or Persons, being Members of the University, but not having taken the Degree of Master of Arts or Bachelor in Civil Law, on any Part of the said Railway at *Oxford* or within Ten Miles thereof, except at the regularly appointed Stations of the Line; and in case the said Company shall take up or set down any such Person or Persons, except at such regularly appointed Stations of the Line, they shall forfeit a Sum not exceeding Five Pounds for each such Person so taken up or set down.

Company  
to appoint  
Special  
Constables  
during the  
Construction  
of the Rail-  
way, who  
shall be  
under the  
Control of  
the Univer-  
sity.

CXLVI. And be it enacted, That it shall be incumbent upon the said Company and they are hereby required, from Time to Time and at all Times during the Progress of all or any Part of the Works in, upon, or about the said Railway within Three Miles of the City of *Oxford*, and until the Completion of the said Works, and the opening of the said Railway for the Conveyance of Passengers, constantly to employ a sufficient Number of fit and proper Persons as Special Constables, whose Duty it shall be to superintend, manage, and control the Workmen engaged in or about such Works; and the said Special Constables shall be subject to the Order and Direction of the Vice Chancellor and the Proctors and Pro-proctors of the said University for

for the Time being; and if the Vice Chancellor of the said University for the Time being shall have Cause to think the Number of Special Constables to be employed by the Company as last aforesaid not sufficient, it shall be lawful for him to appoint such additional Number as he shall judge expedient, such Special Constables to be paid by the Company in like Manner as the Special Constables who may be employed by them.

CXLVII. And be it enacted, That nothing herein contained shall in any Manner alienate, prejudice, alter, interfere with, or impede the Exercise of any of the Rights, Privileges, or Authorities whatsoever of the said University, or of any of the Officers, Ministers, or Servants thereto belonging.

Saving  
Rights of the  
University  
of Oxford.

CXLVIII. 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 Railway*; 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*; be it enacted, That nothing in this Act contained shall be held to exempt the same Railway or the said Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railway and Company so far as the same shall be applicable thereto.

Railway to  
be subject  
to the Pro-  
visions of  
1 & 2 Vict.  
c. 98.,  
3 & 4 Vict.  
c. 97.,  
5 & 6 Vict.  
c. 55., and  
7 & 8 Vict.  
c. 85.

CXLIX. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made from the Provisions of any general Act relating to this Act, or of any general Act relating to Railways, which may hereafter pass during the present 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.

Railway not  
to be exempt  
from the  
Provisions  
of any future  
general Rail-  
way Act.

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

Public Act.

