



ANNO VICESIMO OCTAVO & VICESIMO NONO

# VICTORIÆ REGINÆ.

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## *Cap. cclxx.*

An Act for making a Railway from *Stratford-on-Avon* to *Worcester*; and for other Purposes.

[5th July 1865.]

**W**HEREAS the making of the Lines of Railway by this Act authorized would be of local and public Advantage: And whereas the several Persons in that Behalf in this Act named, with others, are willing at their own Expense to carry the Undertaking into execution on being incorporated into a Company (in this Act called "the Company") for the Purpose: And whereas Plans and Sections of the Railways by this Act authorized showing the Lines and Levels thereof, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands to be taken for the Purposes thereof, have been deposited with the respective Clerks of the Peace for the Counties of *Warwick*, *Worcester*, and the City of *Worcester*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parli-  
[Local,] 45 A ment

*The London, Worcester, and South Wales Railway Act, 1865.*

ment assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. 1. This Act may for all Purposes be cited as "*The London, Worcester, and South Wales Railway Act, 1865.*"

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

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

Same Meaning of Words in this Act as in incorporated Acts.

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

Incorporation of Company.

4. Sir *Charles Henry Rouse Boughton* Baronet, the Honourable *Richard Howe Browne*, *William Laslett*, *Clarence Holcombe Judd*, *Thomas White*, *Cosmo Gordon Forbes*, *William Blackmore*, and all other Persons who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the *London, Worcester, and South Wales Railway*, and for all other the Purposes of this Act, and for those Purposes are by this Act incorporated by the Name of "*The London, Worcester, and South Wales Railway Company*," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act.

Capital. 5. The Capital of the Company shall be Three hundred and twenty thousand Pounds in Thirty-two thousand Shares of Ten Pounds each.

6. Two



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*The London, Worcester, and South Wales Railway Act, 1865.*

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

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

8. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole One hundred and six thousand six hundred Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Three hundred and twenty thousand Pounds by this Act authorized is subscribed for or taken *bonâ fide*, and One Half of the Amount thereof is actually paid up, and the Justice who certifies, in accordance with Section Forty of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act, is satisfied that the whole of the Capital is *bonâ fide* subscribed for or taken, and that all the Shares are issued, and One Fifth Part at least has been paid on account of each separate Share on or before the Issue and Acceptance thereof, and that each Share is held by registered Holders thereof, who or whose Assigns are legally liable for the Payment of so much thereof as from Time to Time is unpaid, and of his Satisfaction in that Behalf his Certificate under that Section shall be sufficient Evidence. Power to borrow on Mortgage.

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

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

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

12. The Quorum of every General Meeting of the Company shall be Ten Shareholders present, personally or by proxy, holding in the aggregate Quorum of General Meetings.



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*The London, Worcester, and South Wales Railway Act, 1865.*

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aggregate not less than Ten thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

**13.** The Number of Directors shall not be more than Seven nor less than Three, and the Qualification of a Director shall be the Possession by him in his own Right of Shares to the aggregate nominal Amount of Five hundred Pounds.

Quorum of Directors.

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

First Directors.

**15.** Sir *Charles Henry Rouse Boughton* Baronet, the Honourable *Richard Howe Browne*, *William Laslett*, *Clarence Holcombe Judd*, *Thomas White*, *Cosmo Gordon Forbes*, and *William Blackmore* shall be the First Directors of the Company.

Retirement of First Directors.

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

Newspaper for Advertisements.

**17.** The Newspaper for the Advertisement of all Notices required to be given by the Company shall be any Newspaper published in the Counties of *Warwick* or *Worcester*.

Power to take Lands.

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

Powers for compulsory Purchases limited.

**19.** The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Lands for extraordinary Purposes.

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

Power to construct Works.

**21.** Subject to the Provisions of this Act, the Company from Time to Time may make and maintain on the Lands shown on the deposited Plans,



*The London, Worcester, and South Wales Railway Act, 1865.*

Plans, and specified in the deposited Books of Reference, the Lines of Railway and Works by this Act authorized, and, so far as the Lines and Levels thereof are shown on the deposited Plans and Sections, may make the same in the Lines and in accordance with the Levels so shown.

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

No. 1. A Railway commencing in the Parish of *Old Stratford* in the County of *Warwick* by a Junction with the authorized Line of the *East and West Junction* Railway in a Field numbered 101 in the said Parish on the deposited Plans of that Railway referred to in "The *East and West Junction* Railway Act, 1864," and terminating in the Parish of *Claines* in the County of the City of *Worcester* by a Junction with the *Great Western* Railway at or near the Bridge carrying the said Railway over the Turnpike Road leading from *Worcester* to *Astwood* :

No. 2. A Railway commencing in the Parish of *Claines* in the County of the City of *Worcester* by a Junction with Railway No. 1 near to the Termination thereof, and terminating in the Parish of *Saint Nicholas* in the County of the City of *Worcester* at *Sansom Walk* opposite to *Pierpoint Street* :

No. 3. A Railway commencing in the Parish of *Bidford* in the County of *Warwick* by a Junction with Railway No. 1 in a Field known as *Elton's Close*, and terminating in the Parish of *Salford Priors* in the same County by a Junction with the authorized Line of the *Evesham and Redditch* Railway in a Field numbered 170 in the said Parish on the deposited Plans of that Railway, referred to in "The *Evesham and Redditch* Railway Act, 1863."

23. In carrying the Road herein-after specified and mentioned on the deposited Plans as follows over, under, or across the Railways, the Company may make that Road of any Inclination not steeper than as follows ; viz., Inclination of Roads.

No. on Plan.	Parish.	Description of Road.	Rate of Inclination.
44	Claines in the City of Worcester.	Turnpike Road -	1 in 20.

24. And whereas the Railway is intended to be carried in a Tunnel under *Rainbow Hill*, and within a short Distance of the Reservoir on that Hill belonging to the Local Board of Health of the Provisions for securing Reservoir at Rainbow Hill.  
 [Local.] 45 B City



*The London, Worcester, and South Wales Railway Act, 1865.*

City of *Worcester*: Therefore the following Provisions shall be applicable and observed by the Company with reference to the Construction of the said Tunnel and the Works interfering with the said Reservoir; (that is to say,)

1. The Tunnel for the Railway shall be carried, so far as practicable, towards the Western Limit of Deviation, and in no Case shall be made under the Reservoir, or nearer than Thirty Feet to a Line perpendicularly drawn from the outer Edge of the Western Wall of the Reservoir:
2. Any Damage which may at any Time ensue or be occasioned to the said Reservoir by reason of the making or using the said Tunnel, or in any Manner arising therefrom, shall be forthwith repaired and rectified by the Company in such Manner as the Surveyor of the said Local Board of Health for the Time being, or any other Surveyor to be appointed by the said Local Board of Health, shall require and direct, and all and every Expense which may be occasioned by any such Damage or Accident shall be borne and paid by the Company:
3. If any Damage shall at any Time ensue or be occasioned to the said Reservoir by reason of the making or using of the said Tunnel, or in any Manner arising therefrom, which in the Judgment of Two Justices of the Peace for the City of *Worcester* will render the Reservoir unsafe for the Purposes for which it is used, or will produce to the said Reservoir any permanent Injury, or by creating Defects in the Structure of the Reservoir will permanently cause Leakage and Loss of Water, then the Company shall pay to the Local Board of Health such Sum of Money as may be ascertained by the Valuation of Two Persons, one to be appointed by the said Local Board of Health, and the other by the Company, (or, in the event of their not agreeing, by an Umpire to be chosen by them before they enter upon the Valuation,) and would be sufficient to enable the Local Board of Health to find and provide a suitable Piece of Land (at not less Elevation and of not less Dimensions than the existing Reservoir, and with Land attached of equal Area to the Land attached adjoining the existing Reservoir,) and in a convenient Locality within the City of *Worcester*, or as near as possible to the Boundary thereof, and to form and make upon and within such Land a Reservoir at least equal in Dimensions and Capacity to the existing Reservoir at *Rainbow Hill* aforesaid, and to make all necessary Alterations and Connexions of Main and other Pipes, and to do such other Works and Acts as may be necessary to place the Water Supply of the City of *Worcester* in as good, complete, and perfect a State and Condition as it was before such Tunnel was made; and the Company shall, either in case of temporary  
or



*The London, Worcester, and South Wales Railway Act, 1865.*

or permanent Damage, and in addition to any Repair and Payment before mentioned, make such Payment by way of Compensation to the Local Board of Health as may be settled by Arbitration as aforesaid for any Period of Time during which the public Supply of Water may be impeded or obstructed.

**25.** And whereas it is intended that the Railway shall be carried in the Parish of *Claines* over the Turnpike Road called the *Astwood Road*, under the Care of the Trustees of the *Worcester* Turnpike Roads, by means of Two Bridges, and it is expedient to make Provision in respect of the Interference with that Road: Therefore the following Provisions shall be applicable to the crossing and Interference with that Road, in addition to any other Provisions applicable thereto in the Railways Clauses Consolidation Act, 1845; (that is to say,)

Not to interfere with *Astwood Road*.

1. The Span of the Arch of each of the Bridges for carrying the Railway over such Road shall be Thirty-five Feet at the least, and the clear Headway for a Space of Twenty Feet at least under each such Arch shall not be less than Sixteen Feet:
2. The Surface of the Road shall not be lowered more than Three Feet:
3. Such of the said Bridges as are Skew Bridges shall be built at such Angles that the Abutments of each Bridge will be in the Line of and parallel with the present Road:
4. The Wing Walls shall be built with a proper Batter and Height to keep up the Embankments, and shall be efficiently coped with good *Forest of Dean* Stone or Blue semicircular Copping Bricks, and the Piers at the Ends of the Wing Walls shall be efficiently capped with good Stone Caps:
5. The Company shall provide and fix a good Screen Fence on the Top of each Parapet of each of the Bridges, and also along the Top of the Embankments at each End of each such Bridge, and on each Side of each of the Railways for Fifty Yards in Length at least, and such Screen shall be of such Height as to obstruct the View of the Engines and Carriages passing along the Railway by Horses travelling on the Road:
6. The Company shall provide and fix a Gas Lamp at each End of each of the said Bridges, and shall keep the same properly lighted at their own Expense from and to the same Hours as the Lamps in the Streets of *Worcester*:
7. That Portion of the Road which may be lowered shall be pitched Twenty-one Feet wide and Nine Inches thick with good Cinders from Ironworks or good hard Stone with the broadest Base downwards, and the Lengthways of the Stone across the Road, and all the Interstices properly filled up with small Stone or Cinders, and all the projecting Parts broken off

so

*The London, Worcester, and South Wales Railway Act, 1865.*

so as to produce a good, uniform, even Surface, and a Coat of good Gravel or broken Stone broken to a Gauge of Two and a Quarter Inches shall then be placed in the Road, and when properly consolidated shall receive a Coating of good broken *Clee Hill Dhue* Stone broken to a Gauge of Two and a Quarter Inches through the longest Diagonal, and kept well raked in until properly consolidated :

8. A Footpath shall also be formed on each Side of the Road in continuation of the present Footpaths, and such Footpaths shall be Seven Feet wide at least, and laid with a Coat of good Walk Gravel, and shall be kept well raked in until properly consolidated :
9. The Company shall provide and lay all necessary Drains, Catchpits, and Grates for conveying the Surface Water from the altered Road wherever the Surveyor of the Roads shall direct :
10. The Road shall be lowered to One uniform Inclination until it intersects the present Line of Gradient above and below the intended Railway, instead of a flat Place being formed, as shown on the Sections deposited with the Clerk of the Peace for the County of *Worcester* :
11. The Company shall keep a proper and safe Road for the free Passage of the Public during the Progress of the whole of the aforesaid Works to the entire Satisfaction of the Surveyor of the Roads :
12. The Materials used in and the Mode of carrying out the aforesaid Works shall be subject to the Direction and Approval of the Surveyor of the Roads, and all Works shall be carried out with the least possible Delay and Inconvenience to the Public using the Road :
13. The Expenses of all the before-mentioned Works shall be borne and paid by the Company, and the Company shall also pay all reasonable Expenses of the Trustees and their Surveyor in directing and superintending such Works.

Mode of carrying Road numbered 18a in the Parish of *Tibberton* over Railway.

26. The Company shall construct the Bridge for carrying the Turnpike Road numbered 18a in the Parish of *Tibberton* on the deposited Plans over the Railway at such an Angle that the Parapets of the said Bridge shall be in a Line with the existing Road, and in such Manner that the Line of the said Road shall not be altered, and so as to give a clear Roadway of Thirty Feet between the said Parapets, and the said Parapets shall be carried up Six Feet above the Crown of the said Road after it has been properly metalled and completed.

Mode of carrying Road num-

27. The Company shall construct the Bridge for carrying the Turnpike Road numbered 10 in the Parish of *Inkberrow* on the deposited



*The London, Worcester, and South Wales Railway Act, 1865.*

deposited Plans over the Railway at such an Angle that the Parapets of the said Bridge shall be in a Line with the existing Road, and in such Manner that the Line of the said Road shall not be altered, and so as to give a clear Roadway of Thirty-five Feet between the said Parapets, and the said Parapets shall be carried up Six Feet above the Crown of the said Road after it has been properly metalled and completed.

bered 10 in the Parish of Inkberrow over Railway.

**28.** The Company shall construct the Bridge for carrying the Railway over the Turnpike Road numbered 3 in the Parish of *Claines* on the deposited Plans with a single Span of Thirty Feet, and with a clear Headway, measured as above, of Sixteen Feet, and the said Bridge shall be built at such an Angle that its Abutments shall be in a Line and parallel with the said Road.

Mode of carrying Railway over Turnpike Road numbered 3 in the Parish of Claines.

**29.** The Company shall not enter upon or interfere with the Railways or either of them, or any of the Lands or Works of the *Great Western* Railway Company, or execute any Works whatever under, over, or affecting the same, until the Company shall have delivered to the *Great Western* Railway Company Plans, Drawings, and Specifications of such intended Works, and those Plans, Drawings, and Specifications shall have been approved in Writing by the principal Engineer for the Time being of the *Great Western* Railway Company, or, in the event of his Failure for One Calendar Month after the Delivery of the Plans, Drawings, and Specifications, until the same shall have been approved by an Engineer to be appointed by the Board of Trade; and all the said intended Works shall be executed by the Company, at their sole Expense, in all Things according to such approved Plans, Drawings, and Specifications, and to the reasonable Satisfaction of the principal Engineer for the Time being of the *Great Western* Railway Company.

Not to enter on the Lands of Great Western Railway Company till Plans approved.

**30.** The said Railway No. 1, where the same is intended to cross the *Stratford* Branch of the *Great Western* Railway Company, shall be carried over that Railway and the Sidings and Lands of the *Great Western* Railway Company by means of a Bridge of a clear Width of not less than Forty-six Feet Span, measured at Right Angles with the said *Stratford* Branch Railway, and with a clear Headway for the whole Distance of not less than Fifteen Feet; and the said Railway, where the same is intended to cross the *West Midland* Line of the *Great Western* Railway Company, shall be carried over that Railway and the Sidings and Lands of the *Great Western* Railway Company by means of a Bridge of a clear Width of not less than Forty-six Feet Span, measured at Right Angles with the said *West Midland* Railway, and with a clear Headway for the whole Distance of not less than Fifteen Feet.

As to Execution of Works on Land of Great Western Railway Company.

[Local.]

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**31.** The



*The London, Worcester, and South Wales Railway Act, 1865.*

The Com-  
pany to pay  
to Great  
Western  
Company  
Expenses of  
Watchmen  
during Con-  
struction of  
Works.

**31.** The Company shall bear, and on Demand pay to the *Great Western Railway Company*, the Expense of the Employment by them during the making of the said Railway No. 1 over and adjacent to the *Stratford Branch Railway* and *West Midland Railway* of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railways and Works with reference to and during the Execution of the intended Works, and for preventing, as far as may be, all Interference, Obstruction, Danger, and Accident from any of the Operations, or from the Acts or Defaults of any Person or Persons in the Employ of the Company with reference thereto or otherwise.

Maintenance  
of Works  
affecting the  
Great  
Western  
Railway.

**32.** The Company shall at their sole Expense at all Times maintain the Bridges and other Works by which Railway No. 1 by this Act authorized shall be carried across the *Stratford Branch* and *West Midland Railway* in substantial Repair and good Order and Condition to the reasonable Satisfaction in all respects of the principal Engineer for the Time being of the *Great Western Railway Company*; and if and whenever the Company fail so to do, the *Great Western Railway Company* may make and do in and upon as well the Land of the Company as their own Lands all such Works and Things as the *Great Western Company* shall think requisite in that Behalf, and the Sum from Time to Time certified by their Engineer to be the Amount of the Expenditure in that Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *Great Western Railway Company* from the Company in any Court of competent Jurisdiction.

Not to inter-  
fere with  
Traffic on  
Great  
Western  
Railway.

**33.** In constructing the Railway No. 1 by this Act authorized the Company shall not in any way obstruct or interfere with the Traffic passing along the *Stratford Branch Railway* or the *West Midland Railway*, and if by reason of any Works or Proceedings of the Company there shall be any Obstruction or Interference with the said *Stratford Branch Railway* or the said *West Midland Railway* so as to impede or prevent the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *Great Western Railway Company* the Sum of Twenty Pounds *per Hour* by way of ascertained Damages for every Hour during which that Obstruction or Interference shall continue.

Damages  
sustained by  
Great  
Western  
Company to  
be repaid.

**34.** Notwithstanding anything in this Act contained, the Company shall from Time to Time be responsible for and make good to the *Great Western Railway Company* all Losses, Costs, Damages, and Expenses which may be occasioned to them, or to any of their Works or Property, or to the Traffic on their Railway, or to any  
Company



*The London, Worcester, and South Wales Railway Act, 1865.*

Company or Persons using the same, or otherwise, during the Execution or by reason of the Failure of any of the intended Works, or of any Act or Omission of the Company or of any Persons in their Employ, or of their Contractors or otherwise, and the Company shall effectually indemnify and hold harmless the *Great Western Railway Company* from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

**35.** And whereas Railway No. 1 by this Act authorized crosses the *West Midland Line* of the *Great Western Railway* in such a Manner as to interfere with and obstruct the proper working and Use of the Signals on that Railway near to the said Crossing: Therefore the *Great Western Railway Company* may from Time to Time erect such Signals and Conveniences as may be rendered necessary in consequence of the said Crossing, and may from Time to Time appoint such Signalmen or other Persons as may be necessary for the Prevention of Danger to or Interference with the Traffic on the Railways of the *Great Western Railway Company* at and near the said Crossing, and from Time to Time remove such Persons; the working and Management of such Signals and Conveniences wherever situate shall be under the exclusive Regulation of the *Great Western Railway Company*; and all the Expenses of erecting and maintaining those Signals and Conveniences, and of employing those Signalmen and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company, and in default thereof may be recovered from them in any Court of competent Jurisdiction.

As to Expense of Signals, &c.

**36.** The Railway and Works connected therewith, where the same will cross under the *Midland Railway* in the Parish of *Tibberton* in the County of *Worcester*, shall be carried under such Railway according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *Midland Railway Company*, and at the Expense of the Company, such Plans to be sent to the said Engineer at least One Month before the Works shall be commenced; and such Railway and Works shall be so carried and executed by means of a Bridge in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *Midland Railway* or the working of the Traffic thereon.

As to Execution of Works under Line of Midland Railway.

**37.** The existing Bridge carrying the *Midland Railway* over the Road numbered on the deposited Plans 8A in the Parish of *Tibberton* shall be entirely reconstructed in such Manner as to afford a safe and uninterrupted Communication for the Persons using the said

Providing for the Reconstruction of a certain Bridge in

*The London, Worcester, and South Wales Railway Act, 1865.*

the Parish  
of Tibberton.

said Road over the Railway by this Act authorized and under the  
*Midland Railway.*

Restricting  
Interference  
with the  
Lands of the  
Midland  
Railway  
Company.

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

Company to  
acquire  
Easements  
only in  
Lands of  
Midland  
Railway  
Company.

**39.** With respect to any Land of the *Midland Railway Company* which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *Midland Railway Company* may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same; and no Land shall be used belonging to the *Midland Railway Company*, or which they have Power to purchase, except such as is necessary for the Construction of the Line of Railway.

Period for  
Completion  
of Railway.

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

Bond for  
Completion  
of Railway.

**41.** Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to the Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Twenty-four thousand Pounds, being Eight *per Centum* upon Three hundred thousand Pounds, the Amount of the Estimate in respect of the Railways by this Act authorized, has been paid into the Name of the Accountant General of the Court of Chancery with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything in that Act contained, the said Sum of Twenty-four thousand Pounds, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of the Bond herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of that Act, or the Survivors or Survivor of them, unless the Company, before the Expiration of the Period limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount  
of



*The London, Worcester, and South Wales Railway Act, 1865.*

of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half; and if the Period expire before the Company either open the Railways for the public Conveyance of Passengers, or give the Proof to the Satisfaction of the Board of Trade, the said Sum of Twenty-four thousand Pounds so paid as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom: Provided that at any Time after the passing of this Act if a Bond in double the Amount of the Sum of Twenty-four thousand Pounds be executed by the Company, with One or more Sureties, (the Bond to be prepared to the Satisfaction of, and the Surety or Sureties to be approved by, the Solicitor to the Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Twenty-four thousand Pounds if the Company do not, within the Period limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital, and if the Bond be deposited with the Solicitor to the Treasury, then the said Sum so paid as aforesaid, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons named in the Warrant or Order, or the Survivor or Survivors of them, and it shall not be necessary to produce any Certificate of this Act having passed; and the Monies recovered on the Bond shall be dealt with in the like Manner as the said Portion of the said Sum so transferred as aforesaid, and the Interest or Dividends thereof, would be dealt with under this Act if the Bond were not so executed and deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

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

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

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

[*Local.*]

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Secondly,



*The London, Worcester, and South Wales Railway Act, 1865.*

For Animals.

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

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

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

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

Tonnage on Articles of Merchandise.

Thirdly, in respect of Goods conveyed upon the Railways, or any Part thereof, as follows :

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

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

Class 6. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per* Ton *per* Mile Twopence Halfpenny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny :

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

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

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

43. The



*The London, Worcester, and South Wales Railway Act, 1865.*

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

Tolls for propelling Power.

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

Maximum Rate of Charge for Passengers.

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

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

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

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

Restrictions as to Charges not to apply to Special Trains.

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

Passengers Luggage.

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

Maximum Rate of Charge for Cattle and Goods.

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

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

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

For



*The London, Worcester, and South Wales Railway Act, 1865.*

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

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

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

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

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

Regulations  
as to Tolls.

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

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

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

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton :

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight :

With 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.

Tolls for  
small Parcels  
and single  
Articles  
of great  
Weight.

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

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

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

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

For



*The London, Worcester, and South Wales Railway Act, 1865.*

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

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

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

For the Carriage of any Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per Ton per Mile*:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

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

Defining  
Terminal  
Station.

**51.** Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Company  
may take  
increased  
Charges by  
Agreement.

**52.** In order to facilitate the Transmission of Traffic coming to or from the Railway of the Company from or to any Place or Places on the Railway of the *East and West Junction* Railway Company, or from or to any Places beyond, the Company shall for the Purposes of all Traffic whatever, whether Passengers, Cattle, Goods, Minerals, or other Things, from Time to Time and at all Times hereafter, have the Right to book and invoice through over the Railway of such other Company as aforesaid all such Traffic intended to pass to or from the Railway of the Company to any Place or Places on the Railway of such other Company, or to any Places beyond; and such other Company shall for and in respect of all such Traffic at all Times afford to and for the Company all needful Accom-

Facilities for  
forwarding  
and Inter-  
change of  
Traffic to  
and from the  
Company's  
Railway.

[*Local.*]

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modations,



*The London, Worcester, and South Wales Railway Act, 1865.*

modations, Facilities, and Conveniences at, on, and over the Lines and Stations, Approaches, and Conveniences of such other Company as aforesaid by the Trains of such other Company, and by Through Booking and Invoicing, Through Rates, Through Waggons and Carriages, and shall at all Times and in all respects conduct, forward and carry on, and accommodate all such Traffic on equal Terms with and as well as if it were their own proper Traffic; and the Charge to the Company shall in no Case exceed the Mileage Proportion of Through Rate in respect of such Traffic, after Deduction of the Charges on Goods usually agreed to be allowed between Companies using the Clearing House, and called there Terminal Charges, and the Government Duty on Passengers.

Saving  
Rights of  
East and  
West Junction  
and  
other Rail-  
way Com-  
panies.

**53.** Except only as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Authorities of the *East and West Junction* Railway, the *Evesham and Redditch* Railway, the *Great Western* Railway, and the *Midland* Railway Companies.

Interest or  
Dividend not  
to be paid on  
Calls paid up.

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

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

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

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

**56.** Nothing in this Act contained shall be deemed or construed to exempt the Railways, or any Railway Company to which this Act relates, from the Provisions of any present or future General Acts relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Tolls  
and



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*The London, Worcester, and South Wales Railway Act, 1865.*

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and Charges by this Act or any other Act relating to the respective Railways authorized; or of the Rates for small Parcels thereby authorized.

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

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