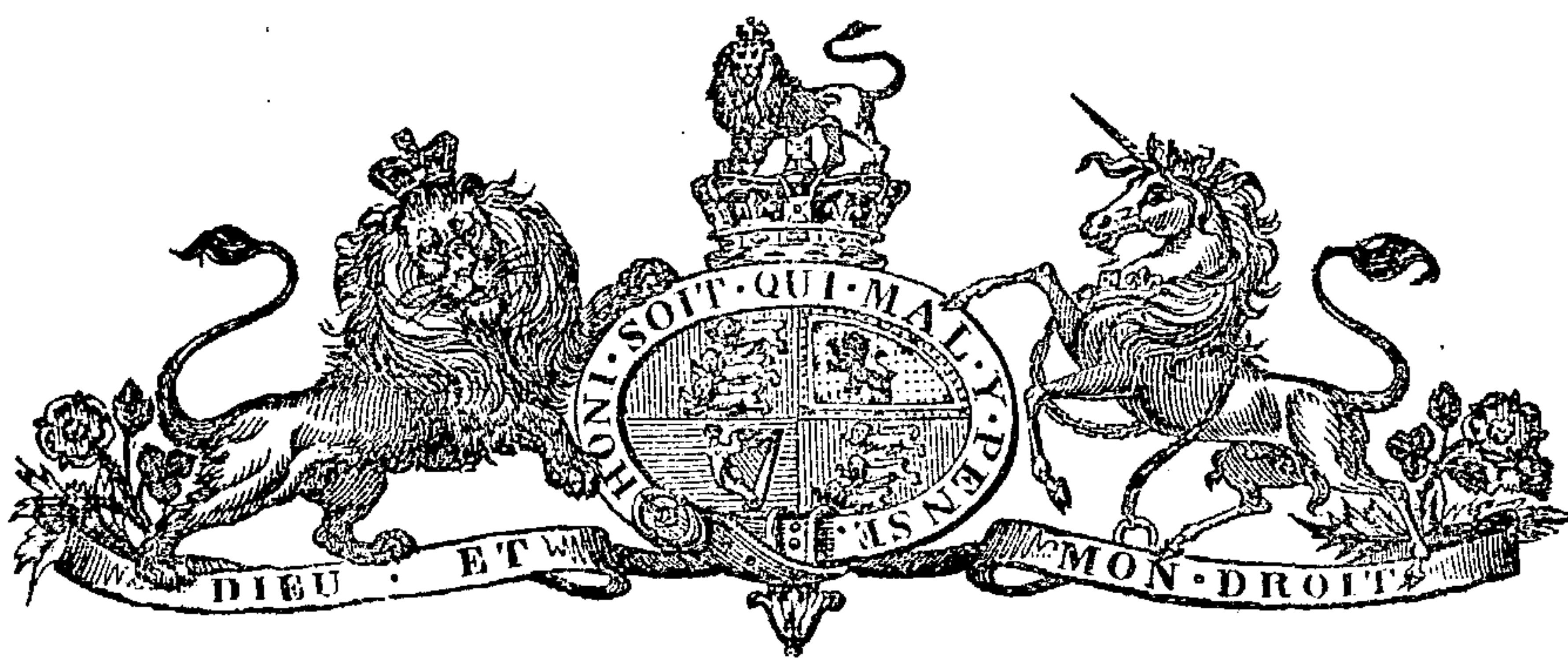




ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. cxxxii.

An Act for making a Railway from the *Bristol and Birmingham* Line of the *Midland* Railway at *Stonehouse* to *Nailsworth* in the County of *Gloucester*.
[13th July 1863.]

WHEREAS the making of a Railway, with proper Works and Conveniences, from the *Bristol and Birmingham* Line of the *Midland* Railway at *Stonehouse* to *Nailsworth* in the County of *Gloucester* would be of great local and public Advantage: And whereas the Persons herein-after named, together with other Persons, are willing, at their own Expense, to carry such Undertaking into execution: And whereas it is expedient that certain Heads of Arrangement come to between the Company and the *Midland* Railway Company with respect to Traffic and other Matters be confirmed; but these Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

1. "The Companies Clauses Consolidation Act, 1845," "The Lands
Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation
[Local.] 22 P Amendment 8 & 9 Vict.
cc.16.18. and
20. and

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23 & 24 Vict.
c. 106. incor-
porated.

Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall, save as to such of the Provisions thereof (if any) as may be expressly repealed or altered by this Act, be incorporated with and form Part of this Act.

Short Title.

2. In citing this Act for any Purpose it shall be sufficient to use the Expression "*The Stonehouse and Nailsworth Railway Act, 1863.*"

Interpre-
tation of
Terms.

3. The Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used was a common simple Contract Debt, and not a Debt or Demand created by Statute.

Incorporation of Com-
pany.

4. *William Playne, J. G. Frith, A. M. Flint, Isaac Hillier, A. S. Leonard, Charles Playne, J. E. Barnard, George Ford*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway herein-before and herein-after more particularly described, with proper Works and Conveniences belonging thereto, according to the Provisions of this Act and of the Acts incorporated herewith, and for other the Purposes herein and in the said Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "*The Stonehouse and Nailsworth Railway Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said recited Acts contained.

Capital and
Amount of
Shares.

5. The Capital of the Company shall be Sixty-six thousand Pounds, divided into Three thousand three hundred Shares, and the Amount of each shall be Twenty Pounds.

Calls.

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

Power to
borrow on
Mortgage.

7. It shall be lawful for the Company to borrow on Mortgage any Sums not exceeding in the whole the Sum of Twenty-two thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Sixty-six thousand Pounds shall have been subscribed for, and One Half shall have been actually paid up, and

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and the Company has proved to the Satisfaction of the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been subscribed for *bonâ fide*, and is held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

8. All and every Part of the several Sums of Money hereby authorised to be raised by Shares or Mortgage or Bond shall be applied only to the Objects and Purposes by this Act authorized. Application of Money.

9. The Number of Directors of the said Company shall be Six, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking. Number and Qualification of Directors.

10. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the reduced Number be not less than Three. Power to vary Number of Directors.

11. *Joseph Cary, Henry Hawes Fox, Robert O'Brien Jameson, William Playne, A. M. Flint, and George Ford* shall be the First Directors of the Company. First Directors.

12. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act or any Number of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the corresponding Ordinary Meeting to be held in the next and every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office by Rotation, agreeably to the Provisions in the said "Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said "Companies Clauses Consolidation Act, 1845." Election of future Directors.

13. The Quorum of a Meeting of Directors shall be Three, and if the Number of Directors be reduced to Three the Quorum shall be Two. Quorum.

14. The Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be One Newspaper published in Newspapers for Advertisements.

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in *London* and One Newspaper published and circulated in the County of *Gloucester*.

First Ordinary Meeting.

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

Arrears may be enforced by Appointment of Receiver.

16. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Money due on such Mortgages not being duly paid, the Amount owing to the Mortgagee by whom Application for such Receiver shall be made shall not be less than Five thousand Pounds in the whole.

Railway to be made according to deposited Plans.

17. And whereas Plans and Sections of the said intended Railway showing the Line and Levels thereof, and also Books of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through which the said Railway is intended to pass, have been deposited with the Clerk of the Peace for the County of *Gloucester* in the Month of *November* One thousand eight hundred and sixty-two: Therefore, subject to the Provisions in this and the said incorporated Acts contained, and to the Powers of Deviation given by such Acts, it shall be lawful for the Company to make and maintain the said Railway and Works in the Line and upon the Lands delineated upon the Plans and described in the Books of Reference, and according to the Levels shown on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Line of Railway.

18. It shall be lawful for the Company to make and maintain the Railway following; (that is to say,)

A Railway commencing by a Junction with the *Bristol and Birmingham* Line of the *Midland* Railway at a Point Seventeen Chains or thereabouts Northward of the North End of the Passenger Platform of the *Stonehouse* Station of the *Midland* Railway in the Parish of *Stonehouse* in the County of *Gloucester*, and terminating in a Meadow belonging to *James Hogg* and in the Occupation of *William Reynolds* situate near to the Village of *Nailsworth* in the Parish of *Minchinhampton*, to the South-east of *Egypt Mill* and North of the Footpath leading from the *Nailsworth, Woodchester, and Dudbridge* Turnpike Road to *Watledge* in the said Parish of *Minchinhampton*, which said intended Railway and other Works will pass from, in, through, or into, or be situate within the several Parishes, Townships, Townlands, and extra-parochial or other Places following, or some of them, (that is to say,) *Stonehouse, Kingstanley, Randwick, Stroud, Rodborough, Woodchester, Avening, and Minchinhampton*, all in the said County of *Gloucester*.

19. The

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19. The Quantity of Land to be purchased by the Company by Agreement for the extraordinary Purposes mentioned in the said "Railways Clauses Consolidation Act, 1845," shall not exceed One Acre.

Land for extraordinary Purposes.

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

Powers for compulsory Purchases limited.

21. The Railway shall be completed within Four Years from the passing of this Act, and after the Expiration of such Time all the Powers hereby granted to the Company for executing the Railway hereby authorized, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall be then completed.

Period for Completion of Works, &c.

22. It shall be lawful for the Company and they are hereby required, if at any Time a Requisition to that Effect shall be presented to them in Writing by the *Stroudwater* Navigation Company or *Robert S. Davies*, Esquire, Owners of Lands through which the said intended Line of Railway will pass, to deviate the said Line of Railway not less than Twenty-five Yards to the North of the centre Line, as shown on the deposited Plans, from a Wharf marked Number 14 to a Road marked Number 27 on said Plans, both in the Parish of *Stonehouse*, and to make, erect, and maintain a sufficient Stone Wall, not less than 8 Feet in Height, between the said deviated Portion of the Line and the Turnpike Road leading from *Stonehouse* to *Stroud*.

Power to deviate Line through the Lands of the Stroudwater Navigation Company, or Robert S. Davies, Esquire.

23. And whereas the Queen's most Excellent Majesty in right of Her Crown is seised of or entitled to the Advowson and Right of Patronage and Presentation of the Vicarage of *Stonehouse* in the County of *Gloucester*, and certain Parts of the Glebe belonging to the said Vicarage are intended to be purchased or taken by the Company for the Purpose of making the Railway: Be it enacted, That it shall be lawful for the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or either of them, and they and he are and is hereby authorized and empowered, with the Consent of the Vicar for the Time being of the said Living, to contract and agree with the Company for the absolute Sale in Fee Simple of the whole or any Part of such Portion of the Glebe Lands of the said Vicarage of *Stonehouse* as the Company are by this Act authorized to purchase or take at or for such Price or Consideration in Money, and upon such Terms and Conditions, as shall be settled and agreed upon between the said Commissioners for the Time being, or One of them, with such Consent as aforesaid, and the Company, and upon Payment of such Price or Consideration by any Deed or Writing under the Hands and

Commissioners of Woods, with Consent of the Vicar, may convey Part of Stonehouse Glebe.

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Seals of the said Commissioners for the Time being or either of them, and of the said Vicar for the Time being, (in which Deed or Writing the full and true Consideration shall be expressed and set forth, and such Deed shall be duly stamped with the full and proper Stamp Duty in respect of such Consideration,) to convey such Part of the said Glebe Lands as shall be so purchased, and the Fee Simple and Inheritance thereof, to the Company for the Purposes of this Act, which said Deed or Writing being enrolled in the Office of Land Revenue Records and Enrolments, and registered in the Registry of the Diocese in which the said Vicarage is situate, shall be effectual to vest in the Company the Lands therein or thereby expressed to be conveyed, any Act or Law to the contrary notwithstanding; and in case the said Vicar shall not give his Consent to any such Sale as aforesaid within One Calendar Month after the same has been applied for by One of the Commissioners of Woods, Forests, and Land Revenues, then the Compensation shall be settled in the Manner provided in the "Lands Clauses Consolidation Act, 1845;" and the Purchase or Consideration Money expressed in such Conveyance, or the Compensation to be so ascertained as aforesaid, shall be invested, by and at the Expense of the Company, in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or Three and a Half *per Centum* Annuities, or Two and a Half *per Centum* Annuities, in the Name or Names of the Governors of the Bounty of Queen Anne for the Augmentation and Maintenance of the poor Clergy; and until such Annuities shall be sold for the Purposes herein-after mentioned the said Governors shall and they are hereby required from Time to Time to pay the Dividends, Interest, or annual Proceeds thereof to the Vicar for the Time being of the said Vicarage, according to the Rules, Orders, and Regulations of the said Governors in that Behalf with respect to the general Funds at their Disposal.

Power to
invest Pur-
chase Money
of Glebe in
other Lands.

24. It shall be lawful for the said Governors of the Bounty of Queen Anne for the Augmentation of the Maintenance of the poor Clergy, and they are hereby authorized and empowered, if the said Governors shall think fit, at the Request in Writing of the Vicar for the Time being of the said Living unto whom any such Dividends shall be payable, to sell the whole or any Portion of the said Bank Annuities, and to apply the Monies arising therefrom in the Purchase of other Lands convenient to be held as Part and Parcel of the said Living, and the said Governors shall cause such Lands when so purchased to be well and effectually conveyed to and vested in the Vicar for the Time being of the said Living and his Successors, to be held by him and them as Part and Parcel of the said Living for ever.

Power to
Commis-
sioners of

25. It shall be lawful for the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them, and they and he
are

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

Woods to make an exchange with Company.

26. Subject to the Provisions of this Act, the Company may carry the Railway (not exceeding the following Number of Lines of Railway) across and on the Level of the several Roads numbered on the deposited Plans as follows ; (that is to say,) Level Crossings.

Parish.	Number on Plan.	Description of Road.	Number of Lines of Railway.
Stonehouse -	15	Parish Road -	Not more than Two.
Minchinhampton -	2 ^b	Parish Road -	Not more than Two.

but no more than a Single Line of Railway shall be laid down at any such level Crossing so long as the Undertaking of the Company consists of a Single Line of Railway, and in no Case shall more than a Double Line of Railway be laid down on any such level Crossing.

27. It shall not be lawful for the Company in shunting Trains to pass any Trains over such level Crossings, or to allow any Train, Carriage, Engine, or Truck to stand across the same. As to shunting of Trains.

28. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or a Lodge at the Point where the Railway crosses any of those Roads on the Level, and the Company shall be subject to and abide by all such Rules and Regulations with respect to the crossing of those Roads on the Level, or with respect to the Speed at which Trains shall pass those Roads, Company to erect a Station or Lodge at Points of Crossing, and abide by Rules of Board of Trade.

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Roads, as are from Time to Time made by the Board of Trade; and if the Company fail to erect or at all Times maintain any such Station or Lodge, or to appoint a proper Person to watch and superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day the Offence continues after the Penalty of Twenty Pounds is incurred.

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

29. The Board of Trade, if it appear to them necessary for the public Safety, may at any Time, either before or after the Railway to be carried across those Roads on the Level is completed and opened for public Traffic, require the Company, within such Time as the Board of Trade direct, and at the Expense of the Company, to carry any of those Roads either under or over the Railway by means of a Bridge or Arch, in lieu of crossing it on the Level, or to execute such other Works as under the Circumstances of the Case appear to the Board of Trade best adapted for removing or diminishing the Danger arising from the level Crossing.

Regulating Inclinations of a certain Road.

30. In carrying the Road numbered as herein-after mentioned on the Plans over, under, or across the Railway it shall be lawful for the Company to make the Inclination of the Road not steeper than that herein-after mentioned; (that is to say,)

Number on Plan.	Parish.	Description of Road.	Proposed Inclination.
4	Woodchester	Turnpike Road	1 in 11

Confirming Heads of Arrangement with Midland Railway Company.

31. The Heads of Arrangement between the Company on the one hand and the *Midland* Railway Company on the other hand, a Copy of which is contained in the Schedule to this Act, is hereby confirmed and made binding upon the Companies Parties thereto.

As to Tolls during Agreement with the Midland Company.

32. With respect to the Tolls, Fares, and Charges to be taken by the *Midland* Company during the Continuance of any Contract or Agreement which may be entered into under the Authority of this Act for Traffic conveyed partly on the Railway of the *Midland* Company and partly on the Railway of the Company, be it enacted, That the Length of the Railway over which the Traffic passes shall be estimated as if the Railway over which it passes had been originally authorized as One continuous Line of Railway; but in respect of Traffic passing partly over the Railway of the *Midland* Railway Company and partly over the Railway of the Company, and conveyed for a less Distance than Two Miles,

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Miles, it shall not be lawful for the *Midland* Railway Company to demand and take Tolls as for Six Miles, but only as for Two Miles, and no other Short Distance Charge shall be made for Traffic passed over both or either of the said Railways.

33. The Railway hereby authorized to communicate with the *Midland* Railway shall communicate therewith at the Points where according to the Plans deposited as in this Act mentioned such Railway appears to communicate therewith, and at no other Points without the Consent in Writing of the *Midland* Railway Company under their Common Seal; and all Communications between the Railway hereby authorized and the said *Midland* Railway shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Constructions and laid in the Manner approved of from Time to Time and to the entire Satisfaction of the Engineer for the Time being of the *Midland* Railway Company.

As to Communications with the *Midland* Railway.

34. The Expense of the Communication hereby authorized with the *Midland* Railway, and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting such Communication, and for altering, amending, repairing, and maintaining such Openings, Rails, and Points, and of regulating and adjusting the same, shall be borne and paid by the Company; and all such Communication, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time be repaired and maintained, at the Expense of the Company, under the Direction and Superintendence and to the Satisfaction of the Engineer for the Time being of the said *Midland* Railway Company on each Occasion, and in such Manner and Form, and by such Ways and Means, as shall not in anywise prejudice or injure the said *Midland* Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe passing along the same.

Communications with the *Midland* Railway to be made at the Expense of the Company.

35. The *Midland* Railway Company from Time to Time may erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, Switchmen, or other Persons, as that Company deem necessary for the Prevention of Danger, or Detention to or Interference with Traffic at and near the Junction between the Railway and the *Midland* Railway; and the working Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, Switchmen, and other Servants, shall belong exclusively to the *Midland* Railway Company; and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Pointsmen, Switchmen, and other Persons, shall at the End of every Half Year be repaid by the Company to the *Midland* Railway Company.

Signals, &c. to be erected, &c., and Persons appointed by the *Midland* Railway Company, to prevent Danger at Point of Junction.

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Company on Demand, and in default of such Repayment, the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *Midland Railway Company* in any Court of competent Jurisdiction.

Company not to take Property of the *Midland Railway Company*, or interfere with their Railways or Works.

36. Notwithstanding anything in this Act contained it shall not be lawful for the Company or for any Company or Person under or in execution of this Act, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the said *Midland Railway Company*, or which they have Power to take under their Acts of Parliament, or to construct any Railways or Branch Railways across the same, either on the Level or otherwise, or in any Manner to alter, vary, or interfere with the said *Midland Railway*, or any of the Works appertaining thereto, save only for the Purpose of effecting the Junction hereby authorized in manner aforesaid, without the Consent of the *Midland Railway Company* under their Common Seal first had and obtained.

Company to acquire only Easements in Land of the *Midland Company*.

37. 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.

Saving Rights of the *Midland Company*.

38. Nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities of or vested in or belonging to the said *Midland Railway Company*.

Company to build a Bridge or Viaduct over the *Stroudwater Canal*.

39. And whereas the Railway hereby authorized is intended to be carried by means of a Bridge over the Canal of the Company of Proprietors of the *Stroudwater Navigation* (which Company is herein-after referred to as the *Stroudwater Canal Company*) in the Parish of *Stonehouse*, as shown upon the said Plans so deposited as aforesaid: Therefore the Company shall and they are hereby required at their own Expense to build in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *Stroudwater Canal Company*, a good and substantial Bridge or Viaduct over the said Canal, and the Towing-path, Banks, and other Works thereof, at the aforesaid Point where the said Railway is intended to be carried over the said Canal, as shown upon the said Plans so deposited as aforesaid, or within such limited Deviation therefrom as 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

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crossing the whole navigable Waterway of the Canal, and a Space of not less than Eight Feet wide on the Towing-path Side thereof for a Towing-path; and every such Bridge or Viaduct shall have close Fences, and not less than Four Feet high above the Level of the Rails; and the Spring of the Arch or Soffit of the Girders shall, at the Point of crossing over the said Canal, commence at a Point not being less than Eight Feet above the present Surface of the Towing-path of the said Canal; and the Underside of the Middle of the Arch shall not be less than Twelve Feet above the Top-water Level of the said Canal; and the extreme Width of such Bridge or Viaduct between the Parapet Walls thereof shall not exceed Thirty Feet.

40. The Company shall at all Times, for ever after the said Bridge or Viaduct shall have been completed, keep the same and all future Bridges or Viaducts to be erected or made in lieu thereof (and which shall be at the same Place in the like Direction, and of the like Dimensions, Capacity, and Materials as are herein-before mentioned), together with all Works belonging to or connected therewith, in good and complete Repair; and in case of any Want of Repair to any such Bridge or Viaduct, or any Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of such Bridge or Viaduct, or any Part thereof, or from any Cause whatsoever not arising from the Act or Default of the *Stroudwater* Canal Company, then if the Company shall not, within the Space of Ten Days after Notice thereof being given by the *Stroudwater* Canal Company or their Clerk to the Company, commence the Repairs, or, as the Case may require, the raising or rebuilding or Reconstruction of the said Bridge or Viaduct which shall be out of Repair, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise, or rebuild or reconstruct, and proceed therein with all reasonable Expedition until such repairing, raising, or rebuilding or Reconstruction shall be wholly completed, it shall be lawful for the *Stroudwater* Canal Company to make all such Repairs to such Bridge or Viaduct, and raise or rebuild or reconstruct the same or such Part thereof as shall be necessary, in such Manner as they may think proper, and all the Expenses thereof shall be repaid by the Company to the *Stroudwater* Canal Company upon Demand, and in default of such Payment any Two of Her Majesty's Justices of the Peace for the County of *Gloucester* shall and they are hereby required, on Application by the *Stroudwater* Canal Company or their Clerk, or any other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Expenses (which Amount shall be settled and allowed for by such Justices) to be levied by Distress and Sale of the Goods and Chattels of the Company, and to be paid to the *Stroudwater* Canal Company, their Agents or Clerk, rendering the Overplus, if any, on Demand, after deducting

Company to
keep Bridges,
&c. in repair.

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deducting the reasonable Charges of making such Distress and Sale, to the Company, or otherwise the *Stroudwater* Canal Company may sue for and recover such Expenses as aforesaid against the Company by Action of Debt or on the Case in any Court of competent Jurisdiction: Provided always, that during the Progress of reconstructing such Bridge or Viaduct, and at all future Times during any Repairs, raising or rebuilding or Reconstruction thereof, the Engineer for the Time being of the *Stroudwater* Canal Company, with the requisite Assistance and Workmen, shall have free Access to such Bridge or Viaduct, and full Permission to inspect the Workmanship and Materials thereof.

Company not
to alter the
Course or
obstruct the
Navigation
of the Canal.

41. It shall not be lawful for the Company, or any Person in execution of this Act, to alter the Course of the said Canal, or to contract the Width of the same or of the Towing-path 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 in any Manner to impede the Navigation thereof or Access thereto, or to injure any of the Banks or other Works thereof; and it shall not be lawful for the Company (except for the Purpose of crossing the said Canal) to take or interfere with the said Canal or any of the Property of the Canal Company, or to make any lateral Deviation from the Course or Direction of the Railway hereby authorized to be made, as delineated on the said Map or Plan so deposited as aforesaid, by which Deviation any of the Wharves, Warehouses, Buildings, Locks, Side Ponds, Towing-paths, Bridges, or Feeders of the *Stroudwater* Canal Company shall be taken, used, or damaged, without the Consent of the same Company under their Common Seal first had and obtained.

Provision
in case of
Obstruction.

42. If by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction, or of the bad State of Repair of such Bridge or Viaduct, or any of the Slopes, Banks, or Works of the said Railway near the said Canal, or any other Works by this Act authorized to be constructed, or by any Act or Omission of the Company, or any of their Agents or Servants, it shall happen that the said Canal, or the Towing-path thereof, or any of 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 Canal, or shall not be able to pass freely along the same, then and in any such Case the Company shall pay to the *Stroudwater* Canal Company as or by way of ascertained Damages the Sum of Thirty Pounds for every Twenty-four Hours during which any such Impediment or Obstruction shall continue, and so in proportion for any less Period than Twenty-four Hours; and in default of Payment of any such Sum, on Demand
made

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made on the Company, the *Stroudwater* Canal Company may sue for and recover the same, together with full Costs of Suit, against the Company, by Action of Debt or on the Case in any Court of competent Jurisdiction: Provided always, that nothing herein contained shall extend to prevent the *Stroudwater* Canal Company, or any other Company or Person, from recovering against the Company any special, further, or other Damages that may be sustained by the *Stroudwater* Canal Company, or any other Company or Person, on account of any Act or Default of the 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 the *Stroudwater* Canal Company, or any other such Company or Person, are hereby authorized to sue for and recover such special, further, and other Damages accordingly.

43. Nothing herein contained shall authorize or empower the Company to take away, obstruct, or lessen any Springs, Brooks, Streams, Feeders, Drains, Water, or Watercourses which now are or heretofore have been taken for the Use of the *Stroudwater* Navigation, or which the *Stroudwater* Canal Company are by Law authorized and empowered to take for the Use of their Canal.

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

44. 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 *Stroudwater* Canal Company in and by all or any of the several Acts of Parliament now in force relating to the said *Stroudwater* Navigation, except as is expressly enacted by this present Act.

Company not to interfere with the Powers and Rights of the Canal Company.

45. The Company from Time to Time may lawfully demand and take in respect of the Use of the Railway any Tolls not exceeding the following; (that is to say,)

Tolls.

In respect of the Tonnage of Goods conveyed on the Railway:

Tonnage on Articles of Merchandise.

For all Dung, Compost, and all Sorts of Manure, Coals and Cinders, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of One Halfpenny:

For all Coke, Culm, and Charcoal, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per Ton per Mile* One Penny Halfpenny; and if conveyed in Carriages

[Local.]

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belonging

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belonging to the Company, an additional Sum *per Ton per Mile* of One Halfpenny :

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Twopence ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of Three Farthings :

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per Ton per Mile* Threepence ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of 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 belonging to the Company, *per Mile* Sixpence :

And a 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.

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

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

Animals. In respect of Animals conveyed on the Railway, or any Part thereof, as follows :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, *per Mile* Threepence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* of One Penny :

For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, *per Mile* One Penny ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* of One Farthing.

**Regulations
as to Tolls.**

46. The following Provisions and Regulations apply to the fixing of all Tolls ; (that is to say,)

For Persons, Animals, or Things conveyed on the Railway for a less Distance than Two Miles the Company may demand and receive the before-mentioned Tolls as for Two Miles :

For a Fraction of a Mile beyond Two Miles, or beyond any greater Number of Miles, the Company may demand Tolls for such Fraction

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tion 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 :

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 Weight, and so in proportion for any smaller Quantity.

47. With respect to small Packages not exceeding Five hundred Pounds in Weight, and single Articles of great Weight, notwithstanding the Rates prescribed by this Act, the Company may demand and take any Tolls not exceeding the following ; (that is to say,)

Tolls for
small Parcels
and single
Articles
of great
Weight.

For the Carriage of small Parcels on the Railway, as follows :

For any Parcel not exceeding Seven Pounds in Weight, Three-pence ;

For any Parcel exceeding Seven Pounds and not exceeding Twenty-eight Pounds in Weight, Fivepence ;

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Sevenpence ;

And for any Parcel exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight the Company may demand any Sum they think fit :

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

For the Carriage of single Articles of great Weight :

For the Carriage of any single Article the Weight of which, including the Carriage, exceeds Four Tons, but does not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence a Ton a Mile :

For the Carriage of any single Article the Weight of which, including the Carriage, exceeds Eight Tons, the Company may demand and take any Sum they think fit.

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Limiting
Charges for
propelling
Power.

48. The Toll which the Company may demand and receive for the Use of the Locomotive 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.

Passenger's
Luggage.

49. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding the Weight and Dimensions following; (that is to say,)

Every Passenger travelling in a First-class Carriage, One hundred and twenty Pounds in Weight;

Every Passenger travelling in a Second-class Carriage, One hundred Pounds in Weight;

Every Passenger travelling in a Third-class Carriage, Sixty Pounds in Weight;

without any Charge being made for the Carriage thereof.

Maximum
Rates for
Passengers.

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

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

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

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

Maximum
Rates for
Animals and
Goods.

51. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals and Things on the Railway, including the Tolls for the Use of the Railway and of Carriages, and for locomotive Power, and for every other Expense incidental to the 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 Business or Duty of a Carrier, where such Services, or any of them, are or is performed by the Company, shall not exceed the following Sums; (that is to say,)

For all Dung, Compost, and all Sorts of Manure, Coals and Cinders, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile One Penny Halfpenny:

For

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For all Coke, Culm, Charcoal, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per Ton per Mile* Twopence :

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Threepence :

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per Ton per Mile* Fourpence :

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 One Penny Halfpenny for every additional Quarter of a Ton which such Carriage may weigh :

For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage, *per Mile* Fourpence :

For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any Carriage, *per Mile* Threepence :

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any Carriage, *per Mile* One Penny Halfpenny.

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

53. The Restrictions with respect to the Charges to be made for Passengers shall not extend to any Special Train required to run upon the Railway, but shall apply only to the Express and Ordinary Trains from Time to Time appointed by the Company for the Conveyance of Passengers and Goods upon the Railway. Restrictions as to Charges not applicable to Special Trains.

54. This Act or anything therein contained shall not prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Animals or Things of any Description, by Agreement with the Owners or Persons in charge thereof, or in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any special Service performed by the Company in relation thereto. Company may take increased Charges by Agreement.

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For securing
Completion
of the Rail-
way.

55. And whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Five thousand two hundred and eighty Pounds, being more than Eight *per Centum* upon Sixty-three thousand Pounds, the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Five thousand two hundred and eighty Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not (except upon the Execution and Deposit of such Bond as herein-after mentioned) be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the 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 means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Five thousand two hundred and eighty Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Five thousand two hundred and eighty Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares,

and

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and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor, then such Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons, or the Majority of the Persons, named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor that such Bond has been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

56. It shall not be lawful for the Company, out of any Money by this Act relating to the said Railway Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

57. It shall not be lawful for the said Company, out of any Money by this Act or any other Act authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway, or execute any other Work or Undertaking.

Deposits for
future Bills
not to be
paid out of
Capital.

58. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made, or the Company, from the Provisions of any General Act relating to Railways, or the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future

Railway not
exempt
Provisions
of present
and future
General
Acts.

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future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act, or of Rates for small Parcels.

Expenses of
Act.

59. All the Costs, Charges, and Expenses of applying for and obtaining this Act, and in any way incidental thereto, shall be paid by the Company.

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SCHEDULE.

HEADS of ARRANGEMENT between the COMPANY on the one hand and the MIDLAND RAILWAY COMPANY on the other hand.

Firstly.—These Heads to be subject to the Sanction of Parliament.

Secondly.—The Company, at their own Expense, to make and complete the new Line hereby authorized, Buildings and Works, according to their Act, as a Single Line, but with Land and over Bridges for a Double Line, and with Double Line where requisite; and all to the Satisfaction of the Engineer of the Company and the Midland Company's Engineer, or, in case of any Difference of Opinion, to the Satisfaction of an Engineer appointed by the Board of Trade.

Thirdly.—After the new Line is authorized to be opened for public Traffic the Midland Company at all Times, at their own Expense, to maintain, manage, man, stock, work, and use the new Line and Works, and to work and use the same so as properly to develope and accommodate not only the Through Traffic but also the Local Traffic of the District to be served by the new Line.

Fourthly.—The Midland Company to pay Taxes, Rates, Government Duty, and all other Landlords and Tenants Charges and Outgoings, except Chief Rents (if any), Tithe, Tithe Rentcharge, and Land Tax.

Fifthly.—The Midland Company to receive Payment half-yearly for their Passenger Station Accommodation at Stonehouse such Sum by way of Rent as shall in case of Need be settled by Arbitration as herein-after mentioned.

Sixthly.—The Mileage Charge for Through Traffic to be as follows :

The Midland Company to receive their actual Mileage upon all Traffic passing to, from, and over the new Line, and going beyond Stonehouse on the Midland Railway.

Seventhly.—The Company to account to the Midland Company for all Receipts of the Company from all Traffic Sources; Tolls from Third Parties to be, as between the Company and the Midland Company, estimated at the Parliamentary Maximum.

Eighthly.—From the Total of the gross Receipts for all Traffic conveyed by the Midland Company on or over the new Line, and the Receipts to be accounted for under the Seventh Head, the following Deductions to be made :

The Payments for Passenger Accommodation under the Fifth Head :

The due Proportion of the Mileage Charges under the Sixth Head :

Paid-ons and Terminals, except at any Station on the new Line itself :

And the Residue shall be the Receipts divisible between the Midland Company and the Company.

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Ninthly.

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Ninthly.—Fifty per Cent. of the divisible Receipts to be paid to the Midland Company for their Expenses of the Maintenance, Management, and working of the new Line, and the other Fifty per Cent. to be paid to the Company.

Tenthly.—The Division of the gross Receipts to be made half-yearly, and Accounts to be rendered half-yearly.

Eleventhly.—The Midland Company to keep all proper Accounts and Vouchers, and to afford proper Inspections thereof to the Company.

Twelfthly.—The Interest on Bonds or Debentures of the Company to be a First Charge on the gross Receipts, and to be paid thereout by the Midland Railway Company, the same to be repaid to them by the Company out of their Proportion of the divisible Receipts from Time to Time; and in case of any Deficiency in such Proportion in any Half Year, the Amount of such Deficiency shall be a Charge on any Monies payable to the Company by the Midland Railway Company in any subsequent Half Year.

Thirteenthly.—All Differences between the Companies and all Questions, as to the carrying into effect of the Provisions of the Arrangement, to be determined by Arbitration, under "The Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be, if not agreed on, appointed by the Board of Trade with ample Powers.

Fourteenthly.—A formal Agreement for carrying these Heads into effect to be prepared on behalf of both Companies by John Bullar, Esquire, with such Details and incidental Provisions as he thinks proper, and with such Modifications as the Companies mutually agree on, and to be executed under Seal, and binding on them all.

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