



ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. clxxxv.

An Act for making Railways from the *Worcester and Hereford* Line of the *West Midland* Railway Company, through the *Forest of Dean*, to the *Coleford, Monmouth, Usk, and Pontypool* Railway; and for other Purposes. [21st July 1863.]

WHEREAS the making of Railways from the *West Midland* Railway in the Parish of *Great Malvern* in the County of *Worcester*, through the *Forest of Dean*, to the *Coleford, Monmouth, Usk, and Pontypool* Railway in the Parish of *Dixton Newton* in the County of *Monmouth*, would be attended with great local and public Advantage: And whereas the Persons herein-after named, with others, are willing at their own Expense to construct the Railway: And whereas Plans and Sections of the Railways showing the Line and Levels thereof, with Books of Reference to the Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands through which the said Railways will pass, have been deposited with the Clerks of the Peace for the Counties of *Worcester, Hereford, Gloucester, and Monmouth*: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty

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that

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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 :

Short Title. **1.** This Act may be cited for all Purposes as "*Worcester, Dean Forest, and Monmouth Railway Act, 1863.*"

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

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act.

Same Mean-
ings to
Words, &c.
in incorpo-
rated Acts as
in this Act.

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Interpreta-
tion of Terms.

4. In this Act the Words "the Company" shall mean the Company incorporated by this Act, and the Words "the Undertaking" or "the Railway" shall mean the Railways and the Works connected therewith by this Act authorized to be constructed ; the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression, shall 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.

Subscribers
incorporated.

5. *Thomas Brown, Samuel Martin Beale, Abraham Darby, Charles Greenham, John Lawrence, Frederick Levick, George Relph Greenhow Relph, Joseph Robinson, Osmond Arthur Wyatt,* and all 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 Purposes of the Undertaking, and such Company shall be incorporated by the Name of "*The Worcester, Dean Forest, and Monmouth 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 Acts contained, and their Undertaking shall be called "*The Worcester, Dean Forest, and Monmouth Railway.*"

Capital.

6. The Capital of the Company shall be Four hundred and fifty thousand Pounds, and shall be divided into Forty-five thousand Shares of Ten Pounds each.

Calls.

7. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months

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Months at the least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share.

8. The Company may borrow on Mortgage any Sums not exceeding in the whole the Sum of One hundred and fifty thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Four hundred and fifty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Power to borrow on Mortgage.

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

Arrears may be enforced by the Appointment of a Receiver.

10. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* and *August* in every Year, or at such other stated Periods as the Company shall direct.

First and other Meetings.

11. The Quorum of General Meetings of the Company shall be Seven Shareholders present, personally or by proxy, holding in the aggregate not less than Ten thousand Pounds in the Capital of the Company.

Quorum of General Meetings.

12. The Number of Directors shall be Twelve until the Railway is completed and opened for public Traffic, and at the First Ordinary General Meeting of the Company after such Completion and Opening the Number of Directors shall be reduced by the Company to Eight; 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.

13. 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 Five.

Power to reduce the Number of Directors.

14. *Thomas Brown, Abraham Darby, Charles Greenham, John Lawrence, Frederick Levick, George Relph Greenhow Relph, Joseph Robinson, Osmond Arthur Wyatt, James Manby Gully, Peter Hardy, William*

First Directors to continue in Office until First Meet-

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ing after
passing of
Act.

William Lewis, and *Richard Wood* shall be the First Directors of the Company, and 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 Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act 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 Companies Clauses Consolidation Act, 1845," or by this Act, or either of them.

Quorum.

15. The Quorum of a Meeting of Directors shall be Three.

Power to
make Rail-
ways accord-
ing to
deposited
Plans.

16. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railways herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plans, and described in the said Books of Reference, and according to the Levels described on the said Sections, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Describing
Lines of
Railway.

17. The Railways which the Company may make and maintain are the following; (that is to say)

No. 1. A Railway (in this Act referred to as Railway No. 1.) commencing in the Parish of *Great Malvern* in the County of *Worcester* by a Junction with the *West Midland* Railway at or near the Junction between such last-mentioned Railway and the *Tewkesbury and Malvern* Railway in the Parish and County aforesaid, and terminating in the Parish of *Abinghall* and County of *Gloucester*:

No. 2. A Railway (in this Act referred to as Railway No. 2.) commencing in the Parish of *Abinghall* and County of *Gloucester*, and terminating in the Parish of *Newland* in the County of *Gloucester*:

No. 3. A Railway (in this Act referred to as Railway No. 3.) commencing in the Parish of *Newland* in the County of *Gloucester*, and terminating in the Parish of *Dixton Newton* in the County of *Monmouth* by a Junction there with the *Coleford, Monmouth, Usk, and Pontypool* Railway.

18. And

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18. And whereas the Railway No. 3. according to the deposited Plans passes through certain Parts of the Parish of *Newland* in the County of *Gloucester*, and the Landowners affected are desirous that a Portion of the Line in that Parish should be diverted: And whereas in the Month of *May* One thousand eight hundred and sixty-three a Plan and Section showing the Line and Levels of the Deviation, and a Book of Reference to such Plan containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands which may be required for the Purposes of the Deviation, were deposited with the Clerk of the Peace for the County of *Gloucester*: And whereas the Owners, Lessees, and Occupiers through which the Deviation will pass consent to the Deviation: Therefore the Company shall and they are hereby required to make and maintain the Railway in the said Parish in the Line and according to the Levels shown upon the Plan and Section deposited in *May*, and they may enter upon, take, and use such of the Lands mentioned in the said Book of Reference as may be necessary in making the said Deviation, and the Company shall not construct that Portion of the Railway shown upon the Plans deposited in *November* last for which such Deviation is substituted: Provided always, that the Company shall not deviate laterally from the centre Line of Railway shown on the Plan deposited in *May*, except with the Consent of the Owners of the Lands in which such lateral Deviation shall be made, and that the Line for its entire Distance through the Lands of *John Fortescue Fortescue Brickdale* Esquire, numbered 210, 214, and 215, shall be constructed in a Tunnel or covered Way, in respect of which the Earth shall be closely pressed down and the Turf replaced.

Power to make a Deviation from Line as deposited.

19. The Quantity of Land to be taken by the Company adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Five Acres.

Lands for extraordinary Purposes.

20. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Powers for compulsory Purchases limited.

21. If the Railway shall not be completed within Five Years from the passing of this Act, then on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Period for Completion of Works.

22. In constructing the altered Line of Railway No. 3. as by this Act authorized the Springs and Well of Water whereby *Newland House* and Parts of the Village of *Newland* are now supplied shall not be in

For protecting certain Waters in *Newland*.

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any way damaged or injured, save for the necessary Purpose of constructing the Line, and the Company shall not obstruct or in any way hinder or prejudice the present free Passage of such Water, and shall make good and replace any Water Pipe or Pipes which may be interfered with in constructing the said Railway, so that the full Benefit of the Water flowing from the Springs and Well may be at all Times effectually secured to and enjoyed by all the Persons and Properties or Places at present supplied with such Water; and it shall be lawful for the Owner for the Time being of the *Newland House* Estate to lay down and renew from Time to Time, as Occasion shall require, and as such Owner shall think fit, any new Pipe or Pipes under the said Railway for the Purpose of conveying Water from the said Springs or Well, but in laying down and renewing such Pipe or Pipes as little Damage as may be shall be done to the Works of the Company, and the Traffic of the said Railways shall not be thereby unnecessarily interfered with, and the Works for laying down and renewing of such Pipe or Pipes shall be done to the reasonable Satisfaction of the Engineer of the Company.

Certain Lands of the Tewkesbury and Malvern Company not to be taken without Consent.

23. Provided always, That it shall not be lawful for the Company, without the previous Consent of the *Tewkesbury and Malvern* Railway Company, signified in Writing under their Common Seal, to enter upon, take, or use for the Purposes of this Act, or any of them, any Portion of the Lands which are coloured Red upon a Plan signed by *Edward Howes* Esquire, Member of Parliament, the Chairman of the Committee of the House of Commons to which this Act when a Bill was referred, and also signed by *George Willoughby Hemans*, the Engineer of the *Tewkesbury and Malvern* Railway Company, and *Edward Wilson*, the Engineer of the Company, which Plan has been deposited in the Private Bill Office of the House of Commons.

Communications with West Midland Railway to be made under the Direction of the Engineer of that Railway.

24. The Communications between the Railway hereby authorized and the Railways of the *West Midland* Railway Company, and all such Interferences with the Works of the said Railways as may be necessary or convenient for effecting such Communications, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *West Midland* Railway Company, and in case of any Difference arising as to the Mode of effecting the Communications the same shall be determined by a Referee to be appointed at the Cost of the Company by the Board of Trade on the Application of either Company.

Not to take Lands or interfere with the Works of West Midland Company without Consent.

25. Except as is by this Act specially provided, nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to the *West Midland* Railway Company, or to alter, vary, or interfere with their Railway, or any of the Works thereof, further or otherwise than is necessary for the convenient Construction of the Railway, and the Junctions

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Junctions and Intercommunications between the Railway of the *West Midland* Railway Company and the Railway hereby authorized, without the Consent in Writing of the *West Midland* Railway Company in every Instance for that Purpose first had and obtained.

26. The *West Midland* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons, as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the working and Management of such Signals and Conveniences, whether on the Land of the *West Midland* Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *West Midland* Railway Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

As to Expense of Signals, Watchmen, &c.

27. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *West Midland* Railway Company further or otherwise than is herein expressly provided.

Saving the Rights of that Company.

28. At every Point at which the Railway No. 2. by this Act authorized will cross any of the Lines of the *Severn and Wye* Tramway (which said Lines are respectively numbered 19, 25, 89, and 91, in the Township or Parish of *West Dean*, on the Plans herein-before referred to), the said Railway No. 2. shall be carried across such Line by means of a Bridge at such Points within the Limits of Deviation defined on the deposited Plans as may be agreed upon between the Engineer for the Time being of the *Severn and Wye* Railway and Canal Company and the Engineer for the Time being of the Company, or as, in case of Difference, shall be settled by a Referee to be agreed upon between the said Engineers, or, failing Agreement, to be appointed by the Board of Trade on the Application of either Company, and such Bridges shall be constructed in manner following; (that is to say,) as respects each of the Bridges over the Lines numbered respectively 25, 89, and 91 as aforesaid, so as to leave not less than a clear Width of Fifteen Feet at the least on the Square, and a clear Height of Sixteen Feet at the least for its entire Length from the Surface of the Tram-plates of the Line to the under Side of such Bridge, and as respects the Bridge over the Line numbered 19 as aforesaid, either so as to leave not less than a clear Width of Twenty-eight Feet on the Square, and a clear Height of Sixteen Feet at the least for its entire Length from the Surface of the Tram-plates of the said Line to the under Side of such Bridge,

As to Bridges over the Main Line and Branches of the *Severn and Wye* Railway.

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Bridge, or so as to leave Two Openings each of the clear Width and Height herein-before described in respect of the Bridges over the Lines numbered 25, 89, and 91 as aforesaid; and each such Bridge and the Works connected therewith shall be made and constructed in a substantial and workmanlike Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *Severn and Wye* Railway and Canal Company, and shall for ever afterwards be maintained and kept in good and proper Repair by and at the Expense of the Company; and the Referee shall have Power to determine how the Costs of the Arbitration shall be defrayed.

In Construction of Bridges Traffic not to be interrupted.

29. The Construction of every such Bridge as last aforesaid, and of the necessary Works in connexion therewith, shall be carried on so that the Traffic on the said Lines of the *Severn and Wye* Tramway shall not be interrupted, and in such Manner as shall be agreed upon between the Engineer for the Time being of the *Severn and Wye* Railway and Canal Company and the Engineer for the Time being of the Company, and in case of Difference arising as to the Mode of carrying on such Construction the same shall be determined by a Referee to be agreed upon between the said Engineers, or, failing Agreement, to be appointed by the Board of Trade on the Application of either Company, who shall have Power to determine how the Costs of the Arbitration shall be defrayed.

Company not to take Lands belonging to the *Severn and Wye* Railway and Canal Company without Consent.

30. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company, without in each Instance the previous Consent in Writing for the Purpose of the *Severn and Wye* Railway and Canal Company, to take or enter upon or use, either permanently or temporarily, any of the Lands belonging to the *Severn and Wye* Railway and Canal Company, or to alter, vary, or interfere with the said Lines or any of them, or of any of the Works thereof, further or otherwise than is necessary for the proper and convenient Construction of the said Railway No. 2, and of the said Bridges, and the Works connected therewith respectively.

Saving Rights of *Severn and Wye* Railway and Canal Company.

31. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Severn and Wye* Railway and Canal Company otherwise than is herein expressly provided.

As to Bridge over the Hereford, Ross, and Gloucester Railway.

32. Railway No. 1. shall be carried across the *Hereford, Ross, and Gloucester* Railway by means of a Bridge at such Point within the Limits of Deviation defined on the deposited Plans as may be agreed upon between the Engineer for the Time being of the *Great Western* Railway Company and the Engineer for the Time being of the Company, or as, in case of Difference, shall be settled by a Referee to be appointed by the Board of Trade on the Application of either Company; and such Bridge shall be constructed so as to leave not less than a clear Width of Twenty-eight Feet

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Feet on the Square, and a clear Height of Sixteen Feet at the least for its Length from the Surface of the Rails of the said *Hereford, Ross, and Gloucester* Railway to the under Side of such Bridge, and the Works connected therewith shall be made and constructed in a substantial and workmanlike Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *Great Western* Railway Company, and shall for ever afterwards be maintained and kept in good and proper Repair by and at the Expense of the Company; and the Referee shall have Power to determine how the Costs of the Arbitration shall be defrayed.

33. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon or use, either permanently or temporarily, any of the Lands belonging to the *Great Western* Railway Company, or to alter, vary, or interfere with the *Hereford, Ross, and Gloucester* Railway, or any of the Works thereof, further or otherwise than is necessary for the proper and convenient Construction of the said Bridge and Works connected therewith, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *Great Western* Railway Company.

Company not to take Lands belonging to the *Great Western* Company without Consent.

34. The Construction of the said Bridge and the necessary Works in connexion therewith shall be carried on so that the Traffic on the *Hereford, Ross, and Gloucester* Railway be not in any Manner interrupted, and in such Manner as shall be agreed upon between the Engineer for the Time being of the *Great Western* Railway Company and the Engineer for the Time being of the Company, and in case of Difference arising as to the Mode of carrying on such Construction the same shall be determined by a Referee to be appointed by the Board of Trade on the Application of either Company, who shall have Power to determine how the Costs of the Arbitration shall be defrayed.

In Construction of Bridge, Traffic not to be interrupted.

35. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Great Western* Railway Company, or the *Hereford, Ross, and Gloucester* Railway Company, otherwise than is herein expressly provided.

Saving Rights of the *Great Western* Railway Company.

36. The Railway No. 2. shall be carried across the *Forest of Dean* Branch of the *South Wales* Railway by means of a Bridge at such Point within the Limits of Deviation defined on the deposited Plans as may be agreed upon between the Engineer for the Time being of the *South Wales* Railway Company and the Engineer for the Time being of the Company, or as, in case of Difference, shall be settled by a Referee to be appointed by the Board of Trade on the Application of either Company; and such Bridge shall be constructed so as to leave not less than a clear Width of Twenty-eight Feet on the Square, and a clear Height of Fifteen Feet at the least for its entire Length from the Surface of the Rails of the said *Forest*

As to Bridge over the *Forest of Dean* Branch of the *South Wales* Railway.

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of *Dean Branch* of the *South Wales Railway* to the under Side of such Bridge; and such Bridge and the Works connected therewith shall be made and constructed in a substantial and workmanlike Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *South Wales Railway Company*, and shall for ever afterwards be maintained and kept in good and proper Repair by and at the Expense of the Company; and the Referee shall have Power to determine how the Costs of the Arbitration shall be defrayed.

In Construction of Bridge, Traffic not to be interrupted.

37. The Construction of the said Bridge and the necessary Works in connexion therewith shall be carried on so that the Traffic on the said Branch Railway be not in any Manner interrupted, and in such Manner as shall be agreed upon between the Engineer for the Time being of the *South Wales Railway Company* and the Engineer for the Time being of the Company, and in case of Difference arising as to the Mode of carrying on such Construction the same shall be determined by a Referee to be appointed by the Board of Trade on the Application of either Company, who shall have Power to determine how the Costs of the Arbitration shall be defrayed.

Company not to take Lands belonging to the *South Wales Company* without Consent.

38. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon or use, either permanently or temporarily, any of the Lands belonging to the *South Wales Railway Company*, or to alter, vary, or interfere with the *Forest of Dean Branch* of the *South Wales Railway*, or any of the Works thereof, further or otherwise than is necessary for the proper and convenient Construction of the said Bridge and Works connected therewith, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *South Wales Railway Company*.

Saving Rights of *South Wales Company*.

39. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *South Wales Railway Company* otherwise than is herein expressly provided.

Account to be kept of Coal sent by the Railway from the *Forest of Dean*.

40. Every Person being the Owner or having the Care of any Coal, Ore, Stone, or Mineral, the Produce of any Mine, Quarry, or Place within the *Forest of Dean* or the Hundred of *Saint Briavel's*, shall give to the Collector of Tolls of the Company at the Place where he attends for the Purpose of receiving Goods, or of collecting Tolls for the Part of the Railway on which such Coal, Ore, Stone, or Mineral may have travelled or may be about to travel, an exact Account in Writing signed by him of the Quantity in Tons and Hundredweights of such Coal, Ore, Stone, or Mineral, and a Statement of the Mine, Quarry, or Place from which the same has been derived, and of the Person by whom the same has been sent for Transmission; and the Company shall verify, and if necessary correct, such Accounts as to the Quantity, and shall keep a full and

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and complete Record of all such Accounts and Statements so verified and corrected, if necessary, in a tabular Form, and shall within Twenty-one Days after every Twenty-fourth Day of *June* and Twenty-fifth Day of *December*, at their Costs, transmit to the Deputy Gaveller for the Time being of the said Forest, or to such other Person as the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or any One of them, shall direct, a true Copy of such Record down to the Twenty-fourth Day of *June* or Twenty-fifth Day of *December* (as the Case may be) then last preceding; and the Company shall, at their own Costs, make and maintain sufficient Weighing Machines at such Places as may be suitable for enabling them to verify such Accounts of Quantity as aforesaid.

41. If any such Owner or other Person as in the preceding Section mentioned shall fail to give such Account and Statement as aforesaid, or shall give a false Account or Statement, he shall for every Offence forfeit a Sum not exceeding Forty Shillings, in addition to all other Penalties thereby incurred under the said "Railways Clauses Consolidation Act, 1845," or otherwise; and if the Company shall wilfully fail to keep such Record as in the preceding Section mentioned, or to transmit a true Copy thereof as aforesaid, they shall for every Day for which the Record shall be defective forfeit a Sum not exceeding Forty Shillings, and for every Day's wilful Delay in transmitting the Copy of such Record as aforesaid a Sum not exceeding Forty Shillings.

Penalty for Default.

42. Nothing contained in this Act or in any of the Acts herein referred to shall extend to authorize the Company to take, use, or in any Manner interfere with any Land, Soil, Forestal or other Rights, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose, (which Consent such Commissioners or Commissioner are hereby respectively authorized to give,) or to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving Rights of the Crown.

43. The Commissioners or Commissioner of Her Majesty's Woods, Forests, and Land Revenues for the Time being having the Management of the *Forest of Dean* in the County of *Gloucester* may, with the Consent of the Commissioners of Her Majesty's Treasury, demise or lease, or enter into any Contract for demising or leasing, to the Company and their Successors any Part or Parts of the said Forest which may be required for the Purposes of the Works of the Company for any Term or Number of Years, not exceeding Nine hundred and ninety-nine Years,

Commissioners of Woods, &c. empowered to demise Land in the Forest of Dean to the Company.

upon

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upon such Terms generally, and subject to such Covenants, Conditions, Restrictions, and Regulations, as may be agreed upon; and all Timber and other Trees, Bushes, Plantations, and Underwood, as standing and growing on the Lands so demised or to be demised, shall be purchased and paid for by the Company at a Price to be settled and determined by a Valuer to be named by the said Commissioners.

Money deposited in the Court of Chancery to be forfeited to the Crown in a certain Event.

44. 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, Exchequer Bills for Thirty-five thousand one hundred Pounds, representing in Money the Sum of Thirty-five thousand two hundred and eighty Pounds, being Eight *per Centum* upon Four hundred and forty-one thousand Pounds, the Amount of the estimated Expense of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England* pursuant to the same Act in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Exchequer Bills so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Exchequer Bills, 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, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations 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 Lords of the said Committee, the said Exchequer Bills 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 or 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 of *Great Britain and Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the Sum of Thirty-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

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and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Thirty-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 Lords of the said Committee that the Company have paid up One Half of the Amount of the said 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 such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Exchequer Bills and the Interest or Dividends thereof shall be transferred and 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 Exchequer Bills, 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 to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

45. It shall be lawful for the Company to construct the Approaches to the Bridges or Arches for carrying the Roads numbered as after mentioned on the said deposited Plan over or under the Railway, as also to make and construct the proposed Diversions of the Roads numbered as after mentioned on the said Plan, with such Inclinations as they think fit, not steeper than the following; (that is to say,)

Regulating
Inclinations
of certain
Roads.

No. on Plan.	Parish.	Rate of Inclination.
Railway No. 1. :		
16	Welland - - - -	1 in 14.
54	Aston Ingham - -	1 in 15 on one Side and level on the other Side.
Railway No. 3.:		
79	Newland - - - -	1 in 7 on one Side and level on the other Side.
121	Newland - - - -	1 in 20 on one Side and level on the other Side.
6	Staunton - - - -	1 in 20 on one Side and level on the other Side.

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Tolls.

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

For Passengers.

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

For every Person, Twopence *per* Mile;

And if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

For Animals.

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

Class 1. For every Horse, Mule, or other Beast of Draught or Burden, Threepence *per* Mile;

And if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 2. For every Ox, Cow, Bull, or Neat Cattle, One Penny Halfpenny *per* Head *per* Mile;

And if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Halfpenny *per* Mile:

Class 3. For every Calf, Pig, Sheep, Lamb, and other small Animal, One Penny each *per* Mile;

And if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Halfpenny *per* Mile:

Tonnage on Articles of Merchandise.

Third, in respect of Goods conveyed upon the Railway, or any Part thereof, as follows:

Class 4. For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, Coals, Culm, Cinders, Cannel, Ironstone, Iron Ore, Limestone, Chalk, Sand, Slag, and Clay (except Fire-clay), *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 Charcoal, Coke, 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, Fire-clay, and Stone, *per* Ton *per* Mile One Penny Halfpenny;

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:

And if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

Class

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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.

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

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

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

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

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

49. And the maximum Rates of Charges to be made by the Company for the Conveyance of Animals and Goods, including the Tolls for the Use of the Railway, and Waggon or Trucks, and for locomotive Power, and every other 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), shall not exceed the following Sums ; (that is to say,) For Animals and Goods.

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

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

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

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

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

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

For

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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 Quarter of a Ton or Fraction of a Quarter of a Ton which such Carriage may weigh.

Regulations
as to the
Tolls.

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

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

For a Fraction of a Mile beyond Four Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Animals and Merchandise for such Fraction in proportion to the Numbers 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 the 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 on in proportion for any smaller Quantity :

Terminal
Station.

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

Tolls for
small Parcels
and single
Articles of
great
Weight.

51. 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 the Tolls following ; (that is to say,)

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

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

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

For

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

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

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

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

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

52. Every Passenger travelling upon the Railway may take 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.

53. 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.

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

Restriction
as to Charges
not to apply
to Special
Trains.

55. It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the 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

Interest not
to be paid
on Calls paid
up.

[*Local.*]

31. N

this

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this Act authorized to be raised: Provided always, that nothing hereinbefore contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced to 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.

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

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

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

57. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Expenses of Act.

58. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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