



## CHAPTER clxxii.

An Act to incorporate a Company for the construction of the Banbury and Cheltenham Direct Railway, and for other purposes. A.D. 1873.  
[21st July 1873.]

**WHEREAS** the making of the railways herein-after described for affording more direct communication between Banbury and Cheltenham by way of the Chipping Norton Branch of the Great Western Railway and the Bourton-on-the-Water Railway would be of public and local advantage :

And whereas the several persons herein-after named, with others, are willing at their own expense to make and maintain the said railways :

And whereas it is expedient that the articles of agreement set forth in the schedule to this Act should be confirmed :

And whereas plans and sections showing the lines and levels of the railways authorised by this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the respective clerks of the peace for the counties of Northampton, Oxford, and Gloucester, and are herein-after respectively referred to as the deposited plans, sections, and books of reference :

And whereas the purposes of this Act 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 :

1. This Act may be cited as the Banbury and Cheltenham Direct Railway Act, 1873. Short title.

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*Direct Railway Act, 1873.*

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Provisions of  
Acts herein  
named in-  
corporated.

2. The Companies Clauses Consolidation Act, 1845, Part I. (relating to cancellation and surrender of shares), and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, the Railways Clauses Consolidation Act, 1845, and Part I. (relating to construction of a railway) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpreta-  
tion of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act; the expressions "the railway" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Company in-  
corporated.

4. Octavius Ommanney, George Dayrell Reed, Walter Howell, 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 and are hereby united into a company for the purpose of making and maintaining the railways and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of the Banbury and Cheltenham Direct Railway Company, and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to  
make rail-  
ways ac-  
cording to  
deposited  
plans.

5. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose.

The railways herein-before referred to and authorised by this Act are : A.D. 1873.

Railway No. 1, fifteen miles and six furlongs in length, commencing in the parish of King's Sutton, in the county of Northampton, by a junction with the Birmingham and Oxford Railway of the Great Western Railway Company, near the King's Sutton Station of that railway, and terminating in the parish of Chipping Norton, in the county of Oxford, by a junction with the Chipping Norton Railway of the Great Western Railway Company near the Chipping Norton Station of that railway :

Railway No. 2, two furlongs eight chains and eighty links in length, commencing by a junction with railway No. 1 near its commencement, and terminating by a junction with the Birmingham and Oxford Railway of the Great Western Railway Company, about half a mile from the said King's Sutton Station of that railway :

Railway No. 3, seven furlongs nine chains and fifty links in length, commencing in the parish of Churchill, in the county of Oxford, by a junction with the Chipping Norton Railway of the Great Western Railway Company near the Chipping Norton Junction Station, and terminating in the parish of Bledington, in the county of Gloucester, by a junction with the Bourton-on-the-Water Railway about three quarters of a mile from the same station :

Railway No. 4, sixteen miles six furlongs and one chain in length, commencing in the parish of Bourton-on-the-Water, in the county of Gloucester, by a junction with the Bourton-on-the-Water Railway near the termination thereof, and terminating in the parish of Cheltenham by a junction with the railway between Cheltenham and Gloucester, near Cheltenham :

Railway No. 5, four furlongs and seven chains in length, commencing in the parish of Cheltenham, in the county of Gloucester, by a junction with railway No. 4 about three quarters of a mile from its termination, and terminating in the same parish by a junction with the said railway between Cheltenham and Gloucester, near Cheltenham aforesaid.

6. The capital of the Company shall be six hundred thousand pounds in thirty thousand shares of twenty pounds each. Capital.

7. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person Shares not to issue until one fifth paid up.



A.D. 1873. accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls. **8.** One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt clause in case of persons not sui juris. **9.** If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to divide shares. **10.** Subject to the provisions of this Act, the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in their capital into half shares, of which one shall be called "preferred half share," and the other shall be called "deferred half share," but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up, and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

Dividends on half shares. **11.** The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following; (that is to say,) first, in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share, and the remainder, if any, in payment of dividend on the deferred half share, and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on preferred shares to be paid out of the profits of the year only. **12.** Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number, but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that

year, no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company. A.D. 1873.

**13.** Forthwith after the creation of any half shares the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof, but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled, unless it be shown to their satisfaction that such certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it. Half shares to be registered and certificate issued.

**14.** The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share. Terms of issue to be stated on certificates.

**15.** The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the forfeiture of shares for nonpayment of calls shall apply to all preferred half shares created under the authority of this Act, and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share, and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest. Forfeiture of preferred half shares.

**16.** No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company. Preferred half shares not to be cancelled or surrendered.

**17.** The several half shares under this Act shall be half shares in the capital of the Company, and every two half shares (whether preferred or deferred, or one of each) held by the same person shall confer such right of voting at meetings of the Company, and (subject to the provisions herein-before contained) shall confer and have all such other rights, qualifications, privileges, liabilities, and incidents as attach and are incident to an entire share. Half shares to be half shares in capital.

**18.** The Company may from time to time borrow on mortgage any sum not exceeding in the whole two hundred thousand pounds, but no part thereof shall be borrowed until the whole capital of six hundred thousand pounds is issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who Power to borrow on mortgage.



A.D. 1873. is to certify under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that the whole of such capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

**19.** The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

**20.** The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863, but notwithstanding anything therein contained the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

**21.** All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First ordinary meeting.

**22.** The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Number of directors.

**23.** The number of directors shall be six, but the Company may from time to time reduce the number, provided that the number be not less than four.

Qualification of directors.

**24.** The qualification of a director shall be the possession in his own right of not less than twenty-five shares.

Quorum.

**25.** The quorum of a meeting of directors shall be three, but in case the number of directors shall be reduced to four, the quorum shall be two.

**26.** Octavius Ommanney, George Dayrell Reed, Walter Howell, and three persons to be nominated by them or the majority of them, and consenting to such nomination, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid, or any 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 or nominated as aforesaid being, if qualified, eligible for re-election, and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation Act, 1845, 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 same Act.

A.D. 1873.  
 First directors.

Election of directors.

**27.** The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed ten acres.

Lands for extraordinary purposes.

**28.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Powers for compulsory purchases limited.

**29.** In altering for the purposes of this Act the roads next herein-after mentioned, the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively; that is to say,

Inclinations of roads.

No. on deposited Plan.	Parish or Place.	Description of Roads.	Intended Inclinations.
RAILWAY NO. 1.			
3	Great Rollwright	Public highway	1 in 16
5	Ditto	Ditto	1 in 16
27	Ditto	Ditto	1 in 14
19	Chipping Norton Hamlet of Over Norton	Turnpike road	on one side and level on the other. 1 in 14 on one side and level on the other.

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No. on deposited Plan.	Parish or Place.	Description of Roads.	Intended Inclinations.
RAILWAY No. 4.			
9	{ Cold Aston, otherwise Aston Blank }	Public highway -	{ 1 in 10 on one side and level on the other.
21	Naunton - - -	Ditto - - -	{ 1 in 11 on one side and level on the other.
13	Salperton - - -	Ditto - - -	1 in 11
8	Whittington - - -	Ditto - - -	1 in 14
18	Charlton Kings -	Ditto - - -	{ 1 in 8 on one side and level on the other.

Heights and spans of bridges.

**30.** The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively; (that is to say,)

Number on deposited Plan.	Parish or Place.	Description of Road.	Height.	Span.
RAILWAY No. 1.				
19	Chipping Norton, hamlet of Over Norton.	Turnpike road - - -	Feet. 15	Feet. 35
RAILWAY No. 4.				
100	Bourton-on-the-Water - - -	Ditto - - -	15	35
5	Lower Slaughter - - -	Ditto - - -	15	35
9	Cold Aston, otherwise Aston Blank.	Public highway - - -	15	15
21	Naunton - - -	Ditto - - -	15	15
28	Ditto - - -	Ditto - - -	15	15
11	Salperton - - -	Ditto - - -	15	15
16	Ditto - - -	Ditto - - -	15	15
16	Whittington - - -	Ditto - - -	15	15
18	Charlton Kings - - -	Ditto - - -	15	20

Width of certain roadways.

**31.** The Company may make the roadway over the bridges by which the following roads will be carried over the railway of such width between the fences thereof as the Company think fit, not being less than the respective widths herein-after mentioned in connexion therewith respectively; that is to say,



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No. on Plan.	Parish or Place.	Description of Roadway.	Width of Roadway.
RAILWAY NO. 1.			
20	Bloxham - - -	Public highway - -	12 feet.
35	Hook Norton - - -	Ditto - - -	15 "
40	{ Hamlet of Over Norton, Parish of Chipping Norton - - }	Ditto - - -	12 "
RAILWAY NO. 4.			
6	Naunton - - -	Ditto - - -	15 "
1	Notgrove - - -	Ditto - - -	15 "
34	Salperton - - -	Ditto - - -	15 "
4	Compton Abdale - - -	Ditto - - -	15 "
8	Whittington - - -	Ditto - - -	15 "

**32.** In constructing the railways Nos. 4 and 5 authorised by this Act, it shall not be lawful for the Company to deviate from the centre lines thereof shown on the deposited plans, so as to carry the same nearer to the property numbered on the said plans 28, in the parish of Cheltenham, without the consent in writing of the owner of that property for the time being.

For the protection of a certain property in constructing railways Nos. 4 and 5.

**33.** In constructing and maintaining the railway No. 4, so far as relates to the roads herein-after mentioned, belonging to or under the control of the highway board for the district of Badgworth, the following provisions shall be observed :

For protection of the Badgworth Highway Board.

1. The road numbered 102, on the deposited plans of railway No. 4, in the parish of Leckhampton, shall be carried over that railway by means of a bridge having a clear width of not less than thirty-six feet between the parapets thereof, which shall be six feet high at least above the surface of the road, and screen walls or close fences of not less than six feet in height shall be made for a distance of fifty feet from each end of such parapet walls, and the inclination of the road leading to such bridge at each end thereof shall not be greater than one foot in thirty feet :
2. The road called Moor End Lane, numbered 27 on the deposited plans of railway No. 4, in the parish of Leckhampton, shall not be altered or interfered with, so as to be of less than twenty-three feet in width at least where the same is crossed by such railway or altered, and the level thereof shall not be altered :
3. The road from Cheltenham to Leckhampton, numbered 5 on the deposited plans of railway No. 4, in the parish of Leckhampton, shall be carried over such railway by a bridge

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having a clear width of at least sixty feet (including footways) between the parapets of such bridge, which parapets shall be six feet high at least above the surface of the road, and screen walls or close fences not less than five feet high shall be made extending from each end of such parapet walls for a distance not exceeding fifty feet, or (as the case may be) to the fence of the nearest house on either side of that road within that distance, and the level of the said road shall not be altered.

Station at  
the Andoversford Inn.

**34.** The Company shall erect and for ever hereafter maintain a station for passengers, goods, and cattle, with all necessary booking offices, sheds, sidings, and conveniences, at or near the Andoversford Inn, with a sufficient and proper approach to such station.

Right of  
pre-emption  
to accrue to  
owners of  
Sandywell  
estate within  
a time  
limited.

**35.** In the event of the Company failing to construct and complete railway No. 4 and the works connected therewith within the time limited by this Act for that purpose, the right of pre-emption as regards any lands purchased by the Company from the owners or reputed owners of the Sandywell estate shall accrue immediately on the expiration of such limited time, and thereupon the provisions of the Lands Clauses Consolidation Act, 1845, shall apply as if the period fixed by that Act in respect of pre-emption of lands had then expired.

Saving existing right  
of pre-emption  
of  
owners of  
Sandywell  
estate.

**36.** Nothing in this Act contained shall prejudice, interfere with, or affect any right of pre-emption vested in the owners or reputed owners for the time being of the Sandywell estate in respect of lands acquired from such owners or reputed owners by the East Gloucestershire Railway Company, and acquired from that Company by the Company, and not required by the last-named Company for the purposes of their undertaking.

Providing  
for compensation  
to East  
Gloucestershire  
Railway  
Company.

**37.** In estimating the compensation to be paid to the East Gloucestershire Railway Company for the lands and property belonging to them to be taken under the powers of this Act, there shall be taken into consideration the value of the works executed by them, of which works the Company do or might avail themselves.

Company  
not to enter  
on lands of  
Great  
Western  
Company  
until plans  
of proposed  
works affect-

**38.** The Company shall not enter upon or interfere with any of the railways of the Great Western Railway Company, or any of the lands or works of that company, or execute any works whatever under, over, or affecting the same, until the Company shall have delivered to the Great Western Railway Company plans, drawings, and specifications of such intended works, and those plans, drawings, and specifications shall have been approved in writing by the



principal engineer for the time being of the Great Western Railway Company, or in the event of his failure for one calendar month after the delivery of the plans, drawings, and specifications, until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade, and all the intended works shall be executed by the Company at the sole expense in all things according to such approved plans, drawings, and specifications, and to the reasonable satisfaction of the engineer for the time being of the Great Western Railway Company.

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ing that  
Company  
approved.

39. In constructing railway No. 3 by this Act authorised through or over the land and property of the Great Western Railway Company, the Company shall not deviate from the centre line beyond the limits shown on the deposited plans without the previous consent in writing of the Great Western Railway Company under their common seal, and the said railway No. 3, where the same is intended to cross the West Midland Railway of the Great Western Railway Company, shall be carried over that railway and the sidings and lands of the Great Western Railway Company by means of a bridge not less than fourteen feet three inches in height above the rails of such railway and sidings, and of such span as shall be determined by the engineer for the time being of the Great Western Railway Company, but not to be required to exceed two spans of twenty-five feet each in the clear, measured on the square.

As to exe-  
cution of  
portion of  
railway  
No. 3 on  
land of Great  
Western  
Company.

40. The Company shall bear, and on demand pay to the Great Western Railway Company, the expense of the employment by them during the making of the railways Nos. 1, 2, 4, and 5, adjacent to the railways of the Great Western Railway Company, and during the making of the railway No. 3 over and adjacent to the West Midland Railway of the Great Western Railway Company, of a sufficient number of inspectors or watchmen, to be appointed by them for watching their railways and works with reference to and during the execution of the intended works, and for preventing as far as may be all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company in reference thereto or otherwise.

Expenses of  
watchmen  
during con-  
struction of  
works to be  
paid by  
Company  
to Great  
Western  
Company.

41. Notwithstanding anything in this Act contained, the Company shall from time to time be responsible for and make good to the Great Western Railway Company all losses, costs, damages, and expenses which may be occasioned to them or to any of their works or property, or to the traffic on their railways or either of them, or to any company or persons using the same, or otherwise,

Damage  
sustained  
by Great  
Western  
Company to  
be repaid.



A.D. 1873. during the execution or by reason of the failure of any of the intended works, or of any act or omission of the Company, or of any persons in their employ, or of their contractors or otherwise, and the Company shall effectually indemnify and hold harmless the Great Western Railway Company from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission.

Company to maintain bridge and works carrying railway No. 3 over West Midland Railway.

42. The Company shall at their sole expense at all times maintain the bridge and other works by which railway No. 3 by this Act authorised shall be carried over the West Midland Railway in substantial repair and good order and condition, to the reasonable satisfaction in all respects of the engineer for the time being of the Great Western Railway Company; and if and whenever the Company fail so to do after one month's notice from the Great Western Railway Company for that purpose, or in case of urgency, the Great Western Railway Company may make and do in and upon as well the land of the Company as their own lands all such works and things as the Great Western Railway Company shall think requisite in that behalf, and the sum from time to time certified by their engineer to be the amount of the expenditure in that behalf shall be repaid to them by the Company, and in default of full repayment the amount due may be recovered with full costs by the Great Western Railway Company from the Company in any court of competent jurisdiction.

Company not to interfere with traffic on Great Western Railway.

43. In constructing the railways Nos. 1, 2, 3, 4, and 5 by this Act authorised, or any of them, the Company shall not in any way obstruct or interfere with the traffic passing along the railways of the Great Western Railway Company, or any of them, and if by reason of any works or proceedings of the Company there shall be any obstruction or interference with the said railways of the Great Western Railway Company, or any of them, so as to impede or prevent the convenient passage of engines and carriages along the same respectively, the Company shall pay to the Great Western Railway Company the sum of forty pounds per hour during which any such obstruction or interference shall continue.

Lands of the Great Western Company not to be taken except for certain works.

44. Nothing in this Act contained shall extend or be deemed or construed to extend to authorise or enable the Company to take or enter upon or use, either temporarily or permanently, any of the lands of the Great Western Railway Company, or to alter, vary, or interfere with any of the railways of that Company, or with any of the works of those railways further or otherwise than is necessary for the construction of the junctions of railways Nos. 1, 2, 3, 4, and 5

with the respective railways of the Great Western Railway Company, and for the crossing of the West Midland Railway by the said intended railway No. 3, without the consent in writing in every instance for that purpose first had and obtained of the Great Western Railway Company under their common seal; and with respect to any lands of the Great Western Railway Company which the Company are by this Act authorised 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 Great Western Railway Company shall sell or grant accordingly, an easement or right of using the same in perpetuity for the purposes of this Act.

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45. Whereas the railways, or some of them, will cross over, pass under, or otherwise interfere with the several streets, roads, lanes, and footpaths within the borough of Cheltenham herein-after specified, and which, with respect to the repairs, regulations, and management thereof are under the authority or jurisdiction of the Cheltenham Improvement Commissioners (herein-after called the commissioners): Therefore be it enacted as follows; that is to say,

For the protection of the Cheltenham Improvement Commissioners.

1. Where railways Nos. 4 and 5 shall pass over the Hatherley Road or Lane the bridges or arches which shall carry the said railways shall have a clear width or span of at least thirty feet, and be so constructed and maintained as to prevent as far as possible water percolating through or falling from the under side thereof, and the said road shall not when altered have a steeper inclination on either side of railway No. 5 than one in thirty:

Heights and spans of certain bridges.

2. The Company shall make the roadway over the bridge by which the road numbered on the deposited plans 3 and 7 in the parish of Cheltenham will be carried over railway No. 4 of such width between the fences thereof as the Company think fit, not being less than thirty feet, and the Company shall make the roadway over the bridge by which the road numbered on the deposited plans 58 in the same parish will be carried over the same railway of such width between the fences thereof as the Company think fit, not being less than forty-five feet, and the said roads and footways shall not be raised or lowered without the consent of the commissioners:

Width of certain roadways.

3. When the pavement, surface, or soil of any street or road within the borough of Cheltenham and under the control of the commissioners shall for the purposes of making the railway or for any other purposes whatever be broken up or opened by the Company, they shall with all convenient speed complete the work on account of which the same shall be

Streets broken to be reinstated without delay, and formation of new streets within the

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borough of  
Cheltenham.

broken up or opened, and fill in the ground and make good the pavement or surface or soil so broken up or opened, to the reasonable satisfaction of the commissioners or their surveyor, and carry away the rubbish occasioned thereby, and shall in the meantime cause the place where such pavement or surface or soil shall be so broken up or opened to be fenced and guarded, and shall set up and maintain upon or against the part of the pavement or surface or soil so broken up or opened a sufficient light during every night that such pavement or surface or soil shall be continued open or broken up; and any new road intended to be made, or any diversion or alteration of any existing road or roads, or any footpaths belonging thereto, shall be properly constructed and made in every respect to the reasonable satisfaction of the surveyor to the commissioners, and shall moreover for a period of twelve months after the completion of the railway be kept in good order and repair by the Company, at the end of which time they shall be taken to by the commissioners :

Works within the borough of Cheltenham may be done by the commissioners at the expense of the Company.

4. Whenever the pavement or surface or soil of any such street or road within the borough of Cheltenham shall, for the purpose of making the railway, or for any other purpose whatever, be broken up or opened by the Company and so left or delayed in progress, it shall be lawful for the commissioners, in case they shall think it expedient so to do, after ten days notice in writing to the Company, to direct their contractor, officers, or servants after the works of the Company shall have been completed to fill in the ground and to make good the pavement or surface or soil so broken up or opened, and to carry away the rubbish occasioned thereby, and the costs and expenses of filling in such ground, and of making good the pavement or surface or soil so broken up or opened, after having been certified by the surveyor of the commissioners, shall be repaid on demand to the commissioners by the Company, and in default thereof shall be recovered by the commissioners from the Company in the manner herein-after mentioned for enforcing payment of such costs and expenses :

Company disturbing pavements within the borough of Cheltenham to reinstate

5. If the Company shall take up any part of the pavement or otherwise disturb the surface of any such street or road within the borough of Cheltenham for the purpose of making the railway, or for any other lawful purpose, and shall not with due diligence cause the ground to be filled in



and the pavement to be reinstated and the surface to be made good in a proper and substantial manner, and shall not in the meantime fence and guard the same, and affix and maintain lights during the night near to the places where any ground shall be open, so as to prevent any accident, it shall be lawful for the commissioners, after ten days notice in writing to the Company, to fill in such ground and to remove such rubbish, and to repair and make good the pavement of any such street so broken up, and properly to fence or guard any such excavation, and to place and maintain lights during the night to prevent accidents, as to them shall seem necessary, and the reasonable costs and charges thereof shall be paid by the Company to the treasurer of the commissioners, and in default of payment thereof the amount thereof shall be recovered from the Company as any penalty is recoverable under the Companies Clauses Consolidation Act, 1845; provided that such pavement shall not be considered to have been reinstated in a proper and substantial manner by the Company unless the same shall have been reinstated with the same or similar materials, of the like quality and thickness, and cemented and bound together in the same or in an equally substantial manner as those of which it was composed, in such manner as shall reasonably satisfy the commissioners:

6. If any question shall arise between the Company and the commissioners relative to the proper reconstruction of any road or footpath, or reinstatement or sufficient or insufficient repair of any pavement, street, road, footpath, sewer, or drain within the borough of Cheltenham under the provisions of this Act, it shall be lawful for any justice upon complaint before him to summon the clerk or engineer or other officer of the Company and of the commissioners respectively, and to hear and determine the matter in a summary way, and to award and adjudge such sum of money by way of damage against the Company, together with such costs and charges as to such justice shall seem proper, and the amount of such damages, costs, and charges so awarded and adjudged shall be recovered by distress and sale of goods and chattels in the same manner as any penalty is recoverable under the Companies Clauses Consolidation Act, 1845: Provided always, that it shall not be competent for any justice to hear and determine any such question as aforesaid unless three days notice in writing shall have been given by

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them and guard with lights to prevent accidents.

Justice to settle disputes as to reinstatement of pavements.

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the complaining party to the other party of the intended application to such justice, with the grounds of such complaint :

For protection of sewers within the borough of Cheltenham.

7. In case any of the works of the Company shall obstruct, injure, or interfere with any public sewer or sewers in the said borough of Cheltenham vested in the commissioners, the Company shall by making a new sewer or sewers, or by some other sufficient means to the reasonable satisfaction of the commissioners, at the expense of the Company, as effectually carry off the soil and water now carried off by the sewer or sewers so to be affected by the said works as the same were theretofore carried off by such last-mentioned sewer or sewers ; provided that any private or branch drains that may in any way be interfered with by the said railways shall be made good and properly connected with the sewers of the commissioners by and at the expense of the said Company :

Consent of commissioners necessary before commencing works within the borough of Cheltenham.

8. It shall not be lawful for the Company to take up the pavement or soil of any street, road, or footpath or place within the borough of Cheltenham to execute or do any work, or to do any act which may interfere with or affect any sewer, drain, watercourse, pipe, conduit, sink, sluice, or work within the jurisdiction or subject to the order or control of the commissioners, or for any purpose whatsoever, without giving three days notice in writing to the commissioners :

Company to make culverts within the borough of Cheltenham.

9. The Company shall make and for ever maintain at their own expense all such necessary channels, culverts, or drains over and under or by the sides of the railway as shall be sufficient at all times effectually to pass the water along the streets, lanes, passages, or places and footways respectively in the borough of Cheltenham affected by the railway, and such works shall be made from time to time as the works of the railway shall proceed :

Savings rights of commissioners.

10. Nothing in this Act contained shall extend to abridge, prejudice, alter, or take away any of the rights, powers, or authorities vested in the commissioners, but all the rights, powers, and authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

Company in constructing road bridges to provide for pipes of the Cheltenham

46. Where the Company shall in the execution of the powers of this Act make any bridge for carrying any street, road, or way, whether public or private, within the respective limits of supply of the Cheltenham Waterworks Company or of the Cheltenham Gaslight and Coke Company (herein-after called "the two com-

panies"), over the railway, they shall in the construction of every such bridge make provision for enabling the two companies respectively to lay down and maintain a main or pipe of eighteen inches diameter, or any greater number of mains or pipes parallel with and by the side of each other not requiring in the aggregate more space for their accommodation than a main or pipe of eighteen inches diameter, over every such bridge; and the two companies respectively shall have full power and authority from time to time to lay down and maintain all such mains or pipes over every such bridge, and repair, enlarge, alter, or renew the same; provided, that if in any case the relative levels of the rails of the railway and of the surface of the road over such bridge should not admit of sufficient depth being left to enable such mains or pipes to be so laid, then and in every such case the Company shall make such convenient provision alongside or within the parapets of the bridge as will enable such mains or pipes to be laid alongside or within the same so and in such manner as that the same shall be at all times accessible to the two companies respectively for any of the purposes of this section, and that the waterworks company shall be able to protect their pipes by means of a sufficient covering from becoming frozen: Provided always, that this section shall not apply in the case of the bridges for carrying over the railway the roads numbered respectively on the deposited plans 46 and 79 in the parish of Charlton Kings.

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 Waterworks  
 Company  
 and Cheltenham Gas  
 Company.

47. It shall be lawful for the two companies respectively, and the engineers, workmen, and others in their respective employment, at all reasonable times during and after the construction of the railway, to enter on the railway and the lands of the Company connected therewith, and to do all such works in and upon the said railway and lands as may be necessary for inspecting, repairing, duplicating, maintaining, altering, enlarging, removing, or replacing any mains or pipes belonging to the two companies respectively under or over the said railway and lands respectively; provided always, that all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Company, and that in executing such works the two companies respectively, or their respective engineers, workmen, or others in their employ, shall not interrupt the traffic passing on the railway, and provided also, that the two companies respectively shall make good to and reimburse the Company all damage, if any, occasioned by the exercise of such powers.

Power for  
 waterworks  
 and gas  
 companies to  
 repair, &c.  
 pipes on the  
 railway or  
 lands of the  
 Company.

48. All works, matters, and things which under the provisions of the Railways Clauses Consolidation Act, 1845, or this Act, the  
 [Local.-172.] B 17

All works  
 affecting  
 the water-



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works and  
gas com-  
panies to be  
done to the  
satisfaction  
of their  
respective  
engineers.

Company may be empowered or required to do or execute with reference to any mains, pipes, syphons, plugs, or works of the two companies respectively, shall be done and executed by and at the cost of the Company, but under the superintendence and to the reasonable satisfaction of the respective engineers for the time being of the two companies; and such works, matters, and things shall not be commenced (except in case of emergency) until after seven days previous notice thereof in writing shall have been given by the Company to the company to whom the respective mains, pipes, syphons, plugs, or works shall belong.

When rail-  
way crosses  
pipes, Com-  
pany to make  
culvert.

49. Wherever it shall be necessary in constructing the railway or any works of the Company to carry the same by embankment over any of the mains or pipes of the two companies respectively, the Company shall, at their own expense and to the reasonable satisfaction of the respective engineers for the time being of the two companies, construct and for ever afterwards maintain a good and sufficient culvert, not less than three feet wide and four feet six inches high, over every such main or pipe respectively, and so as to leave the same at all times accessible to the two companies respectively for the purpose of inspecting, repairing, duplicating, maintaining, altering, enlarging, removing, or replacing the same.

Provision as  
to bridges  
over Oxford  
Canal.

50. The bridges which carry the said railways Nos. 1 and 2 over the Oxford Canal shall have a clear width or span of not less than thirty-three feet on the square (the engineer for the Oxford Canal fixing the centre of such bridges with respect to the waterway of the canal, but having no control in fixing the position of the centre line of the railway in crossing such canal), and a clear headway of not less than nine feet above the ordinary water-level of the canal, and the construction of such bridges, with all the works incidental thereto, shall be done under the superintendence and to the reasonable satisfaction of such engineer.

Deposit  
money not  
to be repaid  
until line  
opened or  
half the  
capital paid  
up and ex-  
pended.

51. Whereas, pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of thirty-one thousand eight hundred and fifteen pounds fourteen shillings and fourpence three pence per centum Consolidated Bank Annuities, being equal in value to five per centum upon the sum of five hundred and eighty-seven thousand pounds, the amount of the estimate in respect of the railway, has been transferred to the account of Her Majesty's Paymaster General for the time being on behalf of the Court of Chancery in England in respect of the application to Parliament for this Act: Be it enacted, that notwithstanding anything con-

A.D. 1873.

tained in the said Act the said sum so transferred as aforesaid in respect of the application for this Act shall not 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 Board of Trade that the Company have paid up one half of the amount of the capital by this Act authorised 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 said sum deposited as aforesaid shall be applied in the manner herein-after specified; and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

**52.** The said sum transferred as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the said sum of money shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum of money, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order on the application of the solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion

Application  
of deposit.



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of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided, that until the said sum has been repaid to the depositors or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable 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.

Period for  
completion  
of works.

**53.** If the railway is not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the railway, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as is then completed.

Tolls for  
passengers.

**54.** The Company may demand and take in respect of the use of the railway any tolls not exceeding the following; (that is to say,)

In respect of passengers and animals conveyed on the railway :

For any person conveyed in or upon any carriage, per mile twopence ; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile of not exceeding one halfpenny :

For every horse, mule, ass, or other beast of draught or burden, per mile threepence ; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile of not exceeding one penny :

For every ox, cow, bull, or head of neat cattle conveyed in or upon any carriage, per mile twopence ; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile of not exceeding one penny :

For every calf, pig, sheep, lamb, or other small animal conveyed in or upon any carriage, per mile one halfpenny ; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile of not exceeding one farthing.

In respect of goods conveyed on the railway :

Tolls for  
goods.

For all dung, compost, and all sorts of manure, lime, and limestone, and all undressed materials for the repair of public roads or highways, per ton per mile one penny ; and if con-



veyed in carriages belonging to the Company, an additional sum per ton per mile of not exceeding one halfpenny :

For all coals, coke, culm, charcoal, and cinders, all stones for building, pitching, and paving, all bricks, tiles, slates, clay, ironstone and iron ore and pig iron, per ton per mile one penny halfpenny ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile of not exceeding one halfpenny :

For all sheet iron, hoop iron, bar iron, rod iron, and all similar descriptions of wrought iron, twopence ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile of not exceeding 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 threepence ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile of not exceeding three farthings :

For all cotton, wool, drugs, manufactured goods, and articles of merchandise not included under any other head, per ton per mile threepence halfpenny ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile of not exceeding one penny :

For fish, feathers, canes, cochineal, household furniture, hats, shoes, toys, and all other articles, matters, and things, per ton per mile fourpence ; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile of not exceeding one penny halfpenny :

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 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 :

For every carriage of whatever description adapted and used for travelling on a railway, when not in use for the conveyance of traffic, per mile threepence.

**55.** The toll which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one halfpenny per mile for each passenger or animal or for each ton of goods in addition to the several other tolls or sums by this Act authorised to be taken. Tolls for propelling power.

A.D. 1873.  
—  
Regulations  
as to tolls.

**56.** The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act; (that is to say,)

For all passengers, animals, or goods 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 and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile, and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile :

For a fraction of a ton the Company may demand tolls 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.

Tolls for  
small parcels  
and single  
articles of  
great weight.

**57.** With respect to small parcels not exceeding five hundred pounds in weight and single articles of great weight, notwithstanding anything in this Act, the Company may demand and take any tolls not exceeding the following ; (that is to say,)

For the carriage of small parcels on the railway :

For any parcel not exceeding seven pounds in weight, three-pence :

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight, fivepence :

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight, sevenpence :

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence :

For any parcel exceeding fifty-six pounds but not exceeding one hundred and twelve pounds in weight, one shilling and sixpence :

For any parcel exceeding one hundred and twelve pounds but not exceeding two hundred and twenty-four pounds in weight, three shillings :

For parcels exceeding two hundred and twenty-four pounds but not exceeding five hundred pounds in weight, the Company may demand any sum which they think fit: A.D. 1873.

Provided always, that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages:

For the carriage of single articles of great weight on the railway:

For the carriage of any one boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or any 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 from time to time may 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, or which on account of the length thereof may require more than one carriage, the Company may demand such sum as they may think fit.

**58.** 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 for carriages and locomotive power, and every other expense incidental to such conveyance), shall not exceed the following; (that is to say,) Maximum rates for passengers.

For every passenger conveyed in a first-class carriage, the sum of threepence per mile:

For every passenger conveyed in a second-class carriage, the sum of twopence per mile:

For every passenger conveyed in a third-class carriage, the sum of one penny halfpenny per mile.

**59.** The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railway, including the tolls for the use of the railway, and for waggons or trucks and locomotive power, and every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier where any such service is performed by the Company), shall not exceed the following sums; (that is to say,) Maximum rates for animals and goods.

For every horse, mule, ass, or other beast of draught or burden, the sum of fourpence per mile:



A.D. 1873.

For every ox, cow, bull, or head of neat cattle, the sum of three-pence per mile :

For every calf, pig, sheep, or other small animal, one penny half-penny per mile :

For every carriage, sixpence per mile :

For all dung and other articles herein-before classed therewith, per ton per mile twopence :

For all coals and other articles herein-before classed therewith, per ton per mile one penny halfpenny :

For all sheet iron and other articles herein-before classed therewith, per ton per mile twopence halfpenny :

For all sugar and other articles herein-before classed therewith, per ton per mile threepence :

For all cotton and other articles herein-before classed therewith, per ton per mile fourpence :

For fish and all other articles herein-before classed therewith, per ton per mile fivepence.

Passengers  
luggage.

**60.** 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.

Terminal  
station.

**61.** No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Foregoing  
charges not  
to apply to  
special  
trains.

**62.** The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company  
may take  
increased  
charges by  
agreement.

**63.** Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

Confirmation  
of agreement  
with Great

**64.** The articles of agreement dated the 27th day of June 1873, and made between Octavius Ommanney, of Bloxham, in the county

of Oxford, George Dayrell Reed, of Exbridge, in the county of Devon, contractor, and Walter Howell, of Westbourne Square, in the county of Middlesex, three of the directors of the Company, of the one part, and the Great Western Railway Company of the other part, which are set forth in the schedule to this Act, are hereby confirmed and made binding on the Company and the Great Western Railway Company respectively, and full effect may and shall be given thereto.

A.D. 1873.  
Western  
Railway  
Company.

**65.** The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made, as is in conformity with the Companies Clauses Consolidation Act, 1845.

Interest not  
to be paid on  
calls paid up.

**66.** The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

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

**67.** Nothing in this Act contained shall exempt the railway from the provisions of any general Act relating to railways, or 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 or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act.

Railway  
not exempt  
from pro-  
visions of  
present and  
future gene-  
ral Acts.

**68.** All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

Expenses  
of Act.

SCHEDULE referred to in the foregoing Act.

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A.D. 1873. ARTICLES OF AGREEMENT made the 27th day of June in the year of our Lord 1873, between Octavius Ommanney, of Bloxham, in the county of Oxford, George Dayrell Reed, of Exbridge, in the county of Devon, contractor, and Walter Howell, of Westbourne Square, in the county of Middlesex, three of the directors of an intended Company to be called the Banbury and Cheltenham Direct Railway Company (herein-after called the promoters) of the one part, and the Great Western Railway Company (herein-after called the Great Western Company) of the other part.

WHEREAS the promoters are promoting in Parliament in the present session a Bill for an Act to authorise the construction and maintenance of the railways herein-after mentioned, with all proper works and conveniences connected therewith, and for the incorporation of a Company for that purpose, to be called the Banbury and Cheltenham Direct Railway Company (which is herein-after designated as the Company). The intended railways, the subject of this agreement, are—

A railway (No. 1), 15 miles and 6 furlongs in length, commencing in the parish of King's Sutton, in the county of Northampton, by a junction with the Birmingham and Oxford Railway of the Great Western Railway Company near the King's Sutton Station of that railway, and terminating in the parish of Chipping Norton, in the county of Oxford, by a junction with the Chipping Norton Railway of the Great Western Railway Company, near the Chipping Norton Station of that railway:

A railway (No. 2), 2 furlongs 8 chains and 80 links in length, commencing by a junction with railway No. 1 near its commencement, and terminating by a junction with the Birmingham and Oxford Railway of the Great Western Railway Company, about half a mile from the said King's Sutton Station of that railway:

A railway (No. 3), 7 furlongs 9 chains and 50 links in length, commencing in the parish of Churchill, in the county of Oxford, by a junction with the Chipping Norton Railway of the Great Western Railway near the Chipping Norton Junction Station, and terminating in the parish of Bledington, in the county of Gloucester, by a junction with the Bourton-on-the-Water Railway, about three quarters of a mile from the same station:

A railway (No. 4), 16 miles 6 furlongs and 1 chain in length, commencing in the parish of Bourton-on-the-Water, in the county of Gloucester, by a



junction with the Bourton-on-the-Water Railway near the termination thereof, and terminating in the parish of Cheltenham, by a junction with the railway between Cheltenham and Gloucester, near Cheltenham :

A railway (No. 5), 4 furlongs and 7 chains in length, commencing in the parish of Cheltenham, in the county of Gloucester, by a junction with railway No. 4, about three quarters of a mile from its termination, and terminating in the same parish by a junction with the said railway between Cheltenham and Gloucester, near Cheltenham aforesaid :

And whereas the convenience of the public and the interests of the parties hereto would be promoted by the working by the Great Western Company of the railways of the Company in connexion with the railways of the Great Western Company, and the two parties have determined to enter into and execute these presents by way of agreement as herein-after appearing: Now, therefore, these presents witness, that it is hereby mutually agreed by and between the Company for themselves, their successors and assigns, and the Great Western Company for themselves, their successors and assigns, each covenanting for their own acts and defaults only, as follows, that is to say :

Article 1.—The expression “the railways,” wherever herein-after employed, means and includes the railway or railways of the Company authorised by the said proposed Act, and the sidings, stations, approaches, works, and conveniences connected therewith; and the words “works and conveniences” respectively include all works and conveniences for landowners and others, which under any Act of Parliament or contract the Company hereafter may be bound to make.

Article 2.—The word “traffic,” wherever herein-after employed, means and includes all passenger, small parcels, animal, goods, mineral, and other traffic of what nature or kind soever, whether local or through, to be conveyed by the Great Western Company on the railways or any part thereof.

Article 3.—The expression “Banbury and Cheltenham debenture debt,” wherever hereafter employed, means and includes the amount from time to time secured and to be secured by mortgages from time to time granted by the Company under the authority of any Act of Parliament relating to the Company, and includes also debenture stock issued under the same authority.

Article 4.—The Company will make and complete the railways, as and when authorised, with a single line of rails on the narrow gauge (with land and bridges over the railway for a double line of rails) with efficient permanent way, and with all proper and sufficient junctions, sidings, stations (including proper and sufficient station accommodation at Cheltenham, Chipping Norton, King's Sutton, and Bourton-on-the-Water), station houses, station fittings, furniture, sheds, cranes, water tanks, water cranes, signals, electric telegraph, passing places, and other works and conveniences, and including also all proper and sufficient dwelling-houses at level crossings where necessary, and so that the railways shall be approved by the Government Inspector of Railways as being in all respects fit to be opened and used for public traffic, and also to the reasonable satisfaction of the engineer for the time being of the Great Western Company.

Article 5.—In the event of the Company failing to provide proper and sufficient station accommodation at Cheltenham, Chipping Norton, King's

A.D. 1873. Sutton, and Bourton-on-the-Water, or at any of these places, the Great Western Company may provide or afford such accommodation, and the Company shall pay to the Great Western Company such reasonable rent or other consideration for the accommodation so provided or afforded as may be agreed on between the Company and the Great Western Company, or failing agreement as shall be determined by arbitration in the manner herein-after provided.

Article 6.—Before the opening of the railways or any part thereof for public traffic, the Company will, so far as they reasonably can, make all such arrangements as shall be proper and sufficient for enabling the Great Western Company on and after the opening of the railways for public traffic to work and use the same in accordance with this agreement.

Article 7.—If and whenever after the opening of the railways or any part thereof for public traffic, any additional sidings or other works or conveniences in connexion therewith are found expedient or necessary for the due development or the safe and convenient reception, accommodation, conveyance, or delivery of traffic thereon, or for compliance with the requirements of any Acts of Parliament, or the obligations of any contract binding on the Company, the same shall be provided by the Company, but notice of such additional sidings or other works and conveniences being required shall previously be given to the Company, and if they shall object to their being required or provided, any question relating thereto shall be referred to and determined by arbitration as herein-after provided. All such extra works shall be considered part of the said railway.

Article 8.—If and whenever hereafter it is found necessary for the fulfilment by the Company of any of the articles of this agreement to be fulfilled by them at the request or with the sanction of the Great Western Company, that they shall make or incur any expenditure or liability beyond the amount which they then are authorised to raise by shares and by borrowing respectively, they will apply to Parliament or to the Board of Trade under the provisions of the Railways Companies Powers Act, 1864, for and use their utmost reasonable endeavours to obtain an Act authorising them to raise the requisite amount by shares and by borrowing respectively, and in every such case the amount from time to time secured by mortgages granted by the Company under the authority thereof, shall for the purposes of this agreement be deemed to be part of the Banbury and Cheltenham debenture debt.

Article 9.—Subject as herein-after mentioned, the Company will not at any time during the continuance of this agreement act as carriers on the railways or any part thereof, and they will abstain from doing and concurring in everything which might directly or indirectly interrupt, impede, interfere with, or in any way disturb the exercise or quiet enjoyment by the Great Western Company of any of the rights, powers, and privileges intended to be secured to them by this agreement.

Article 10.—On and for ever after the opening of the railways or any part thereof for public traffic, the Great Western Company may and will manage, maintain, repair, work, and use the same and the traffic thereon in accordance with this agreement: Provided always, that the Great Western Company shall not be required to maintain the railways during the first twelve months after



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the opening thereof for public traffic, but the same shall during that period be maintained by and at the expense of the Company.

Article 11.—On and for ever after the expiration of twelve months after the opening of the railways or any part thereof for public traffic, the Great Western Company will maintain the same, and all the various works, matters, and things mentioned in article 5 of these presents, in substantial repair and in good working order and condition.

Article 12.—On and for ever after the opening of the railways or any part thereof for public traffic, the Great Western Company shall and will, with engines and carriages and appliances of all descriptions necessary or usually provided for the occupation, working, and management of railways, and for the effective carrying of the traffic thereon, at all times during the continuance of this agreement properly and sufficiently develop and accommodate the traffic to be conveyed on, to, from, and over the said railways, and for that purpose will run over the railways of the Company such a reasonable number of trains and of such a class as may be fixed or determined on by agreement between the respective Companies, or in case of difference by arbitration as herein-after provided.

Article 13.—On and for ever after the opening of the railways or any part thereof for public traffic, the Great Western Company will provide and employ all station-masters, booking clerks, porters, engine-drivers, guards, watchmen, workmen, and servants, and all other officers for the Company (except their secretary and staff), and will provide all such locomotive power engines, trucks, and rolling stock (except waggons for mineral traffic), plant, stores, materials, and labour as shall be proper and sufficient for the working and user of the railways or any portion thereof, and the reception, accommodation, conveyance, and delivery of traffic thereon, and the Company shall not be bound to employ or provide any such person or thing.

Article 14.—On and for ever after the opening of the railways or any part thereof for public traffic, the Great Western Company shall, so far as the Company have power to delegate the same, have, exercise, and enjoy at their own expense and risk, for the purposes of the management, maintenance, repair, working, and user by them of the railways, all the rights, powers, and privileges whatsoever in that behalf of the Company, and as fully and as effectually as if the railways were part of the Great Western Railway.

Article 15.—The Great Western Company will, in the exercise of their rights, powers, and privileges under this agreement, in all respects duly perform and observe the several provisions with respect to the management, maintenance, repair, working, and user of the railway, and every part thereof, and to the traffic thereon, contained in the Acts from time to time in force with respect to the same, and will at all times fully and freely indemnify and save harmless the Company from and against all obligations and liabilities in that behalf, and all penalties for failures, losses, damages, costs, charges and expenses, claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default or negligence of the Great Western Company, or any of their directors, agents, officers, or servants, or of the officers or servants appointed

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A.D. 1873. by the Great Western Railway Company, as herein-before provided for by article 13.

Article 16.—On and for ever after the opening of the railways or any part thereof for public traffic, the Great Western Company will bear and pay all rates or taxes, assessments, salaries, wages, and other outgoings in respect of the railways properly chargeable against revenue (except property or income tax), and except the remuneration of the directors and auditors of the Company, and the salary of their secretary and staff and their expenses.

Article 17.—The Great Western Company shall from time to time, and for ever after the opening of the railways or any part thereof for public traffic, make and satisfy all expenditure and liabilities with respect to the same.

Article 18.—The interest from time to time payable on the Banbury and Cheltenham debenture debt for the time being, not exceeding the rate of five pounds per centum per annum, shall be and is hereby declared to be a first charge upon the gross tolls, fares, rates, and charges paid or payable in respect of the railways and all traffic thereon, and the same shall be paid half-yearly by the Great Western Company from their head office, and the Company hereby agree to allow the Great Western Company to retain and apply so much of the moneys from time to time belonging to the Company, or to be paid to them out of the said gross receipts as herein-after expressed, in repayment to them (the Great Western Company) of the interest on the Banbury and Cheltenham debenture debt so paid by them, and will indemnify the Great Western Company against any liability in respect thereof, beyond the amount of those moneys.

Article 19.—On and for ever after the opening of the railways or any part thereof for public traffic, the tolls, fares, rates, and charges in respect of the same, and the traffic thereon, shall be fixed by the general manager for the time being of the Great Western Railway, and he shall have power to fix and quote such rates and fares as he may think proper and necessary, and shall in other respects have and may exercise the same powers and authority in and over the railway and the traffic thereof as he shall for the time being have the power to exercise over the Great Western Railway: Provided always, that the said tolls, fares, rates, and charges for traffic of all descriptions shall not at any time without the consent of the Company be lower per mile than may be agreed upon between the board of directors of the Great Western Company and the board of directors of the Company, or failing agreement may be settled by arbitration, as herein-after provided.

Article 20.—The gross amount of all the tolls, fares, rates, and charges from time to time payable to the Company and the Great Western Company respectively in respect of the railways and the traffic thereon, and receivable by the Great Western Company, shall be divided between and belong to the two Companies in the following proportions; that is to say,

First. The Great Western Company shall until the gross earnings of the traffic on the railways amount to the sum of 25*l.* per mile per week retain thereout 55 per cent., and after the said gross earnings amount to the sum of 25*l.* per mile per week they shall retain 50 per cent. thereof (but so that the amount retained by them at 50 per cent. shall not be less than the



amount which they retained before the gross earnings amounted to 25*l.* per mile per week), which shall be received and taken by them in satisfaction of all the expenses of and incident to the management, maintenance, repair, working, and user by them of the railways and all their other expenditure and liabilities under this agreement:

Secondly. The Company shall be entitled to and the Great Western Company shall, except as herein-before provided, pay to them the remaining 45 or 50 per cent. or such other sum, as the case may be, which percentages are herein-after called the Banbury and Cheltenham per-centage.

Article 21.—The first payment or allowance to be made out of the Banbury and Cheltenham per-centage shall be the allowance to Great Western Company of a sum equal to the amount paid by them for interest on the Banbury and Cheltenham debenture debt, and the Great Western Company shall not be required or be liable in any way to see to the application or disposal of the remaining part of the Banbury and Cheltenham per-centage.

Article 22.—The gross amount referred to in article 20 shall include a due mileage proportion of all through fares, rates, and charges, including all terminals, but not including Government duty on passengers, paid-ons, and moneys received or receivable and actually paid or expended for the collection, cartage, and delivery of goods and traffic of every description to or from any terminus or station of the Company or beyond, the whole of which the Great Western Company shall be entitled to deduct and retain or allow prior to any division.

Article 23.—The payments to be made to the Company for the purposes first and secondly expressed in article 20 shall be made at such times as to secure the payment of the remuneration, salary, and dividend respectively half-yearly on the 1st day of March and the 1st day of September in every year, or within seven days after those days respectively.

Article 24.—Each of the two Companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement, which accounts and vouchers shall be open at all reasonable times for the inspection and transcription of the directors and agents of the two Companies respectively, and the two Companies respectively will afford to each other all proper and sufficient facilities for their inspection.

Article 25.—With respect to all through traffic passing to and from the railways and any of the several railways from time to time worked or used by the Great Western Company, and whether or not also passing on any other railway, the accounts of the tolls, fares, rates, and charges for the same shall be so kept as that a mileage proportion thereof, including terminals, shall be attributed to the railways and to the several railways from time to time worked or used by the Great Western Company respectively, so as to show clearly the fairness of the apportionment.

Article 26.—With respect to all traffic passing to and from the railways and the system generally of the Great Western Company, the accounts of the tolls, rates, and charges for the same shall be so kept as that a mileage proportion thereof, including terminals, shall be attributed to the railways and the Bourton-on-the-Water and Chipping Norton branch railways and the system generally of the Great Western Railway Company, so as to show clearly the

A.D. 1873. — apportionment: Provided always, that when any traffic passed for a less distance than one mile over the railways of the Company, or for less than one mile over the Great Western Railway, or any line worked in connexion therewith, and thence over the railways of the Company, the Company or the Great Western Company, as the case may be, shall receive mileage as for one mile.

Article 27.—Each of the two Companies shall, within thirty days after the thirtieth day of June and the thirty-first day of December in every year, transmit to the other Company an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

Article 28.—If and whenever either of the two Companies, within fourteen days after the transmission to them of any abstract of accounts, requires the other Company to verify the same, they will do so, and the abstract of accounts shall, if necessary, be made correct, and shall thenceforth be deemed a settled account, or if they permit the fourteen days to pass without requiring the verification of the abstract of accounts, the same shall thereupon be deemed a settled account, and no account once settled shall be re-opened.

Article 29.—Every notice, request, account, or other writing to be given by either of the two Companies to the other of them for any of the purposes of this agreement shall be sufficient if it be signed by the secretary of the other Company or be left for them at, as regards the Company, their principal office in London or other place as they shall from time to time give notice in writing of to the Great Western Company, or as regards the Great Western Company, their principal office at Paddington.

Article 30.—This agreement shall, so far as the Companies can legally agree thereto, be in perpetuity, but subject to revision thereof by the Board of Trade in the manner provided by section 27 of the Railways Clauses Act, 1863.

Article 31.—All matters herein-before referred to arbitration, and all differences which may arise between the Company, their successors or assigns, and the Great Western Company, their successors or assigns, touching the true intent or construction of this agreement, or touching anything to be done, suffered, or omitted in pursuance of this agreement, or touching any of the incidents or consequences of this agreement, or touching the carrying into effect of any of the articles of this agreement, or touching any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement, or touching any liability, damages, losses, costs, or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment, or touching any claim or demand relating to any such liability, damages, losses, costs, or expenses, or otherwise relating to the premises, every such difference shall in the first instance be referred to and determined by arbitration in accordance with the provisions of "The Railway Companies Arbitration Act, 1859," and every question or matter so referred shall be deemed to be in difference between the two Companies, and this article shall accordingly be and have effect as an agreement between the two Companies for arbitration under that Act.

Article 32.—And it is hereby agreed by and between the parties hereto that upon the incorporation of the said intended Company, and upon the affixing



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by the said intended Company of their seal to this agreement, or their execution under their seal of a deed ratifying, confirming, and adopting this agreement, and declaring the same to be binding upon the said intended Company, all the covenants and engagements of the promoters, as herein expressed, so far as relates to acts to be done by or to the said intended Company, shall cease to be binding upon the promoters personally. A.D. 1873.

In witness whereof the said parties of the first part have hereunto set their hands and seals, and the Great Western Company have caused their common seal to be affixed, the day and year first above written.

OCT. OMMANNEY.

L.S.

G. DAYRELL REED.

L.S.

WALTER HOWELL.

L.S.

Signed, sealed, and delivered by the above-named  
Octavius Ommanney, George Dayrell Reed,  
and Walter Howell, in the presence of

J. J. RIDLEY,  
Solicitor,  
London.

G. COTTMAN,  
Assistant Secretary.

Seal of the  
Great Western  
Railway  
Company.

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