

[43 & 44 VICT.] *Banbury and Cheltenham Direct* [Ch. cxlviii.]
Railway Act, 1880.



CHAPTER cxlviii.

An Act for conferring further powers on the Banbury and Cheltenham Direct Railway Company in connexion with their authorised Undertaking; and for other purposes.

A.D. 1880.

[6th August 1880.]

WHEREAS by the Banbury and Cheltenham Direct Railway Act, 1873, (in this Act called the Act of 1873,) the Banbury and Cheltenham Direct Railway Company (in this Act called the Company) were incorporated, and by that Act, as amended by the Banbury and Cheltenham Direct Railway Act, 1877, (in this Act called the Act of 1877,) were empowered to construct railways between Banbury and the Chipping Norton Railway, and between the Bourton-on-the-Water Railway and Cheltenham: 36 & 37 Vict. c. clxxii. 40 & 41 Vict. c. cix.

And whereas the junction between Railway No. 4, authorised by the Act of 1873, and the railway between Cheltenham and Gloucester, near Cheltenham, has not been constructed in accordance with the deposited plans referred to in that Act, and it is expedient that the Company should be empowered, as herein-after provided, to complete and maintain such junction as constructed instead of in the manner shown on the said plans:

And whereas it is expedient that the Company should be empowered to acquire for the purposes of their undertaking the additional lands at Bourton-on-the-Water herein-after described:

And whereas plans of the said lands, with a book of reference thereto containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers thereof, have been duly deposited with the clerk of the peace for the county of Gloucester, and are herein-after referred to as the deposited plans and book of reference:

And whereas by the Act of 1873 the agreement between the Company and the Great Western Railway Company which is set forth in the schedule to that Act (in this Act called the scheduled agreement) was confirmed, and by such agreement it was provided that on and for ever after the opening of the railways of the Company or any part thereof for public traffic the Great Western

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A.D. 1880. — Railway Company should work the same on the terms and in the manner in the said agreement set forth, and by the Act of 1877 the said agreement was made applicable as therein mentioned to the deviation and new railways by that Act authorised :

And whereas the portion of the Company's railways between Bourton-on-the-Water and Cheltenham will shortly be ready for public traffic, and other portions of the said railways are approaching completion, and it is desirable that provision should be made as in this Act provided for the working thereof :

And whereas the objects 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 :

Short title.

1. This Act may be cited as the Banbury and Cheltenham Direct Railway Act, 1880.

Incorporation of
8 & 9 Vict.
c. 18.,
23 & 24 Vict.
c. 106., and
32 & 33 Vict.
c. 18.
Interpretation of terms.

2. The Lands Clauses Consolidation Acts, 1845, 1860, and 1869, are, except where expressly varied by this Act, incorporated with and form part of this Act.

3. In this Act the several words and expressions to which meanings are assigned by the Acts incorporated herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction. The expression "superior courts," or "court of competent jurisdiction," or any other like expression in this Act or any Act 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.

As to
junction at
Cheltenham.

4. Subject to the provisions of this Act, the Company may complete and maintain as a temporary junction the junction between the Railway No. 4, authorised by the Act of 1873, and the railway of the Great Western Railway Company in the parish of Cheltenham, in the county of Gloucester, as such junction has been constructed at or near the bridge which carries Lansdown Road over the last-mentioned railway at Cheltenham, together with such signals and other works and conveniences as may be necessary for the efficient working of such junction by the Company, and such junction shall be subject to the provisions as to junctions contained in the Railways Clauses Act, 1863, to the same extent and in the same manner as if those provisions had been re-enacted in this Act : Provided always, that the Company shall, within three months after being

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required by the Great Western Railway Company in writing so to do, take up and remove such junction, unless it shall from time to time be determined by the arbitrator herein-after appointed that it is not necessary or reasonable, having regard to the conditions under which the Great Western Railway Company agreed to such junction being constructed, that the Company should be required to take up and remove the same, and failing such decision, and within the time limited by such notice as aforesaid, the Company shall construct the junction between the said Railway No. 4 and the Great Western Railway at Cheltenham as shown on the deposited plans referred to in the Act of 1873.

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For the purpose of constructing the last-mentioned junction the Company shall acquire and retain all lands and other property necessary for the purpose.

In the event of the Company failing to construct such junction within the time limited as aforesaid the Great Western Railway Company may construct the same, and the Company shall repay to the Great Western Railway Company all moneys reasonably expended by them in so doing and consequent thereon, and the Great Western Railway Company may from time to time deduct the moneys so expended, with interest thereon at the rate of five pounds per centum per annum, from any moneys from time to time due or payable by them to the Company, and if any dispute shall arise between the Company and the Great Western Railway Company as to the moneys so expended by them the same shall be determined by the arbitrator herein-before referred to.

5. Subject to the provisions of this Act, the Company may from time to time enter upon, take, use, and appropriate for the purposes of their undertaking and works connected therewith all or any of the lands following delineated on the deposited plans relating thereto and described in the deposited books of reference; that is to say,

Company may acquire additional lands for general purposes.

Certain lands in the parish of Bourton-on-the-Water, in the county of Gloucester, on both sides of and adjoining the Company's railway and on the west side of and adjoining the new road, recently constructed by the Company, which crosses over the railway at Bourton-on-the-Water station.

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

Period for compulsory purchase of lands.

7. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands, may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the

Power to grant easements by agreement.

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Provision for
settlement of
disputes
between
Company
and Great
Western
Railway
Company.

8. Upon the completion, in accordance with the next following section, of the portion of the Company's railway between Cheltenham and Bourton-on-the-Water, and of such further portion or portions, section or sections, as the arbitrator herein-after mentioned shall from time to time determine to be a reasonable and convenient portion or section, or reasonable and convenient portions or sections, to be opened for public traffic, the Great Western Railway Company shall, on such terms and conditions, and on payment of such sum or sums, to include the cost of working the junction herein-before mentioned, as shall from time to time be agreed upon between the Company and the Great Western Railway Company, or failing agreement as shall be determined by a single arbitrator to be appointed as herein-after mentioned, open and work the same for public traffic until the completion of the whole of the Company's undertaking, or unless and until it shall be decided by the High Court of Justice that the Great Western Railway Company, are bound to open and work the said portion or portions, section or sections, of the Company's railway as so opened, upon the terms and conditions contained in the scheduled agreement: Provided always, that unless and until such decision shall have been given, the opening and working of the said portion or portions, section or sections, of railway shall not be deemed to be nor shall it be considered as being an opening and working of the railways of the Company or any part thereof within the meaning of the scheduled agreement so as to impose any obligation upon the Great Western Railway Company under or in respect thereof: Provided also, that if after the said portion or portions, section or sections, of railway shall have been opened it shall be decided as aforesaid that the Great Western Railway Company are bound to open and work the said portion or portions, section or sections, of the Company's railway, such decision shall be retrospective, and the accounts between the companies shall be adjusted upon the basis that such working has been from the first under the scheduled agreement, and not under the terms settled as aforesaid:

Provided also, that where by this Act it is provided that any matters shall be determined by an arbitrator or by arbitration the same shall be referred to and determined by William Cawkwell, or failing him by such person as may be agreed upon between the Great

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Western Railway Company and the Company, or failing such agreement between the said companies by some person to be appointed on the application of either party by the Board of Trade in writing, signed by a Secretary or Assistant Secretary of the said Board. The provisions of the Common Law Procedure Act, 1854, shall apply to every such arbitration, and the decision of the arbitrator shall be final and conclusive and binding on all parties.

A.D. 1880.

17 & 18 Vict.
c. 125.

9. The Company shall make and complete the portion of railway between Cheltenham and Bourton-on-the-Water, and any such further portion or portions, section or sections, as provided by the last preceding section, 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 Railway Company, and any difference between the Company and the Great Western Railway Company in relation to the nature or execution of such works as aforesaid, or any of them, shall be determined by arbitration in manner provided by the last preceding section.

Mode of completion of portions of Company's railway.

10. Nothing in this Act contained shall exempt the Company or their railways 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 to be taken by the Company.

Provision as to general Railway Acts.

11. 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 out of any moneys belonging to them or which they are by any Act authorised to raise.

Expenses of Act.

