



ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. clxviii.

An Act to authorize the *West Midland* Railway Company to construct additional Works, and to raise further Sums of Money ; to provide Facilities for the Passage of their Traffic to *Newport* in the County of *Monmouth* ; to regulate their Powers of raising Money in respect of certain other Undertakings ; and for other Purposes. [17th July 1862.]

WHEREAS by "The *West Midland* Railway Act, 1860," (in 23 & 24 Vict. this Act referred to as the Act of 1860,) the Name of the c. lxxxi. *Oxford, Worcester, and Wolverhampton* Railway Company, incorporated by "The *Oxford, Worcester, and Wolverhampton* Railway Act, 1845," was altered to the *West Midland* Railway Company, in this Act referred to as the Company, and in the Company were vested the Undertaking of the *Newport, Abergavenny, and Hereford* Railway Company (in that Act and in this Act referred to as the *Newport* Section), and the Undertaking of the *Worcester and Hereford* Railway Company (in that Act and in this Act referred to as the *Hereford* Section), as well as the Undertaking of the *Oxford, Worcester, and Wolverhampton* Railway Company

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Company (in that Act and in this Act referred to as the *Oxford* Section), and the *Newport, Abergavenny, and Hereford* Railway Company and the *Worcester and Hereford* Railway Company were respectively dissolved, and all Rights, Powers, and Privileges of the dissolved Companies in or in connexion with their respective Undertakings, as well as all Rights, Powers, and Privileges in or in connexion with the *Oxford* Section were transferred to and became vested in the Company: And whereas the Company have, under the Powers of "The *Severn Valley* Railway (Leasing) Act, 1860," taken a Lease of the Undertaking of the *Severn Valley* Railway Company (in this Act referred to as the *Severn Valley* Company), and under the Powers of "The *Coleford, Monmouth, Usk, and Pontypool* Railway Act, 1861," have leased the Undertaking of the *Coleford, Monmouth, Usk, and Pontypool* Railway Company (in this Act referred to as the *Coleford* Company): And whereas One of the Conditions of the Lease of the *Severn Valley* Railway is that the Company shall provide for the Issue of the Mortgages or Bonds of the *Severn Valley* Company at a Rate of Interest not exceeding the average Rate of Interest payable for the Time being on the entire System of the Company, and that any Excess in such Rate of Interest shall be paid by the Company out of their own Monies; and One of the Conditions of the Lease from the *Coleford* Company is, that inasmuch as the yearly Rent has been estimated on the Understanding that the yearly Interest on the *Coleford* Company's Debenture Debt is Two thousand five hundred Pounds, the Company are to have the Management of that Debt at their own Risk, the yearly Rent to be increased or reduced by the Amount by which the yearly Interest on that Debt exceeds or falls short of Two thousand five hundred Pounds a Year: And whereas the *Severn Valley* Company are authorized to borrow on Mortgage or Bond One hundred and eighty thousand Pounds, and the *Coleford* Company Fifty thousand Pounds, and it is expedient that such Provision should be made for the Issue of Mortgages or Bonds by the Company in respect of the Debenture Debts of the *Severn Valley* Company and *Coleford* Company as are herein-after expressed: And whereas in respect of the Debenture Debt on or in respect of the *Oxford* Section the Company are authorized to issue Debenture Stock, but the Powers of the Company do not extend to the Issue of Debenture Stock in lieu of raising by Mortgage or Bond the Money they are authorized to borrow in respect of the *Newport* Section and *Hereford* Section, and it is expedient that their Powers should be extended in such respects: And whereas under the Provisions of "The *Oxford, Worcester, and Wolverhampton* Railway Act, 1859," Section Thirty-six, the Company are from and after the First Day of *January* One thousand eight hundred and sixty-two required to pay to the Holders of the *Chipping Norton* Branch Shares yearly Dividends after the Rate of Four Pounds *per Centum per Annum*, and it is expedient that the Company should be authorized to agree with the Holders of such Shares or any of them for their Conversion into Debenture

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ture Stock of the Company on such Terms and Conditions as are herein-after expressed: And whereas it is expedient that the Company should be authorized to construct the several Branch Railways herein-after more particularly described, and also, subject to the Provisions in this Act contained, to acquire certain Lands in the Parish of *Saint Woollos* in the Borough of *Newport*, and thereon to provide Station and other Accommodation for Passengers, Goods, and Minerals: And whereas the Railway of the Company unites with the Railways of the *Monmouthshire* Railway and Canal Company (herein-after referred to as the *Monmouthshire* Company) at *Coed-y-Gric* Junction, and it is expedient that the Company should be authorized to pass over and use with their Engines and Carriages the Railways of the *Monmouthshire* Company between such Junction and the intended new Station and between such Station and the *Newport* Docks, and that such Facilities and Accommodation should be afforded by the *Monmouthshire* Company to the Traffic of the Company upon such Terms and Conditions as are herein-after prescribed: And whereas for the Execution of the Works and other Purposes authorized by this Act the Company will require further Sums of Money, and it is expedient that they should be authorized to raise the same in manner herein-after mentioned: And whereas by "The *Newport, Abergavenny, and Hereford* Railway Branches Act, 1857," (Section Five,) a Branch Railway is authorized to be made in the Parish of *Gelly Gaer*, terminating near a Farm House called *Nant-y-Efin*, and it is expedient that the Company be authorized, but subject to the Provisions of this Act with reference thereto, to relinquish the Construction thereof: And whereas it is expedient to amend some of the Provisions of the Acts relating to the Company; but the several Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

1. In citing this Act for any Purpose it shall be sufficient to use Short Title. the Expression "The *West Midland* Railway (Additional Works) Act, 1862."

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall, except in so far as the same are varied by this Act, be incorporated with and form Part of this Act. 8 & 9 Vict. cc. 18. and 20. and 23 & 24 Vict. c. 106. incorporated.

3. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction. Same Meanings to Words, &c. in incorporated Acts as in this Act.

4. It

Power to
make Rail-
ways.

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4. It shall be lawful for the Company to make and maintain the Railways and the Station herein-after mentioned, with all proper Sidings, Stations, Junctions, Works, and Conveniences connected therewith; (that is to say,)

1. A Railway commencing in the Parish of *Dudley* in the County of *Worcester* by a Junction or Junctions there with the *West Midland Railway*, and terminating in the Parish of *Halesowen* in the County of *Worcester* :
2. A Railway commencing in the Parish of *Rowley Regis* in the County of *Stafford*, by a Junction there with the first-mentioned intended Railway, in a Field in *Lower Rowley Regis* in the said Parish of *Rowley Regis* and County of *Stafford* called or known by the Name of "The *House Piece*," and terminating in the said Parish of *Rowley Regis* and County of *Stafford* by a Junction with the authorized *Smethwick* Extension of the *Stourbridge Railway*, in or near a Field in *Lower Rowley Regis* in the said Parish of *Rowley Regis* called or known by the Name of "The *Shoulder of Mutton Piece* :"
3. A Railway commencing in the Parish of *Rowley Regis* in the County of *Stafford*, by a Junction there with the first-mentioned intended Railway, in a Field called or known by the Name of "*Westwood's Meadow*" at *Lower Rowley Regis* in the said Parish of *Rowley Regis*, and adjoining a Road known by the Name of "*Back Lane*," and terminating in the said Parish of *Rowley Regis* and County of *Stafford*, by a Junction with the authorized *Smethwick* Extension of the *Stourbridge Railway*, in or near a Field at *Lower Rowley Regis* in the said Parish of *Rowley Regis* called or known by the Name of "The *High Harcourt* :"
4. A Railway commencing in the Parish of *Church Honeybourne* in the County of *Worcester* by a Junction there with the *West Midland Railway*, and terminating in the said Parish of *Church Honeybourne* and County of *Worcester* by a Junction there with the *Stratford-upon-Avon Branch* of the *West Midland Railway* :
5. A Railway commencing in the Parish of *Kingham* in the County of *Oxford* by a Junction there with the Line of the *West Midland Railway*, and terminating in the Parish of *Bledington* in the County of *Gloucester* by a Junction there with the *Bourton-on-the-Water Railway* :
6. A Railway commencing in the Parish of *Mynyddysllwyn* otherwise *Mynyddysllwyn* in the County of *Monmouth* by a Junction there with the Extension of the *Taff Vale Branch* of the *West Midland Railway*, and terminating in the Hamlet of *Clawrplwyff* in the Parish of *Mynyddysllwyn* in the County of *Monmouth* by a Junction there with the *Old Rhymney* or *Rumney Railway* :
7. A Station for Passengers, Goods, and Minerals, with all requisite Offices, Sidings, Yards, Warehouses, Sheds, Watering Places, Buildings,

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Buildings, Works, and Conveniences, such Station to be situated on the *Mill Pond* Estate in the Parish of *Saint Woollos* in the Borough of *Newport* in the County of *Monmouth*, lying between the *Monmouthshire* Canal and the Turnpike Road from *Newport* to *Pontypool*, with an Approach thereto to extend from such Turnpike Road to the Station :

Provided always, with reference to the Railway sixthly above described, that the Use thereof by the Company shall be limited to the forwarding of Traffic to Places other than *Newport*, *Cardiff*, or *Penarth*, or any other Ports on the *Bristol Channel*, unless with the previous Consent of the *Rumney* Railway Company under their Common Seal first had and obtained.

5. And whereas Plans and Sections describing the Line and Levels of the said intended Railways, and also the Lands which by virtue of this Act are intended to be or may be taken or used for the Purpose of such Railways, and the Stations, Works, and Conveniences to be connected therewith, and for the Station at *Newport* and the Works connected therewith, and also Books of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited with the respective Clerks of the Peace for the Counties of *Stafford*, *Worcester*, *Gloucester*, *Monmouth*, and *Oxford* : Therefore, subject to the Provisions in this Act, and in "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," contained, and to the Powers of Deviation in such last-mentioned Act, it shall be lawful for the Company to make and maintain the said Railways, Stations, and other Works on the Lands delineated on the said Plans, and described in the said Books of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the Lands described upon the said Plans and in the said Books of Reference as may be requisite for such Purposes.

Power to make Railways according to deposited Plans.

6. If the *Monmouthshire* Company shall, before the Expiration of Eighteen Months from the passing of this Act, construct and complete a Station or Stations for Passengers, Goods, Animals, and Minerals upon the Lands herein-before described in the Parish of *Saint Woollos* or contiguous thereto, with all proper Sidings and Station Accommodation, Works, and Conveniences, and according to Plans to be agreed upon by the Company and the *Monmouthshire* Company, or to be settled, in case of Dispute, by an Arbitrator to be appointed by the Board of Trade upon the Application of either Company, then and in such Event the Powers by this Act granted to the Company for the Purchase of Lands in the Parish of *Saint Woollos*, and for the Erection of a Station thereon, shall cease and determine, and the Company shall thenceforth be entitled to use the said Station or Stations, Sidings, Works, and Conveniences, so

Suspension of Powers as to Station at Newport.

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constructed

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constructed by the *Monmouthshire* Company, as fully and freely, and upon the same Terms and Conditions, as if the same had been constructed and completed at the passing of this Act, and had been subject to the Powers and Provisions in this Act contained with reference to the User by the Company of existing Stations of the *Monmouthshire* Company at and near *Newport*: Provided always, that until the Expiration of such Eighteen Months the Powers of the Company with reference to the Purchase of the said Lands in the Parish of *Saint Woollos* shall be deemed to be suspended.

Terms for
Use of
Station of
Monmouth-
shire Com-
pany.

7. If such Station be constructed by the *Monmouthshire* Company as aforesaid, then the Company shall pay to the *Monmouthshire* Company by way of Rent for the Right to use the same such perpetual yearly Sum as shall be settled and ascertained either by Agreement, or, in default of Agreement, by an Arbitrator to be appointed by the Board of Trade on the Application of either Company, before the Use of the said Station, Works, and Conveniences by the Company shall commence; and in estimating such yearly Sum the Arbitrator shall take into account the Cost of the Site and of the Buildings and Works provided for the Station, and shall also pay half-yearly such Proportion of the current Expenses for the Lighting and Maintenance of such Buildings and Works, and the Cost of the Persons employed thereat, and of the Rates, Taxes, and all other Expenses connected with the Business of the Station, as in default of Agreement such Arbitrator shall award; and all Sums payable to the *Monmouthshire* Company under this Provision shall be payable by half-yearly Payments on the Thirtieth Day of *June* and the Thirty-first Day of *December*, or within Thirty Days thereafter, for the Half Years ending at those Dates respectively, and if not paid within Sixty Days after the Thirtieth Day of *June* or the Thirty-first Day of *December* (as the Case may be), and after Demand thereof in Writing, the *Monmouthshire* Company may either recover the same from the Company by Action in any Court having by Law Cognizance of the Action, or may levy the same by Distress and Sale of the Goods and Chattels, Estates and Effects, of the Company: Provided always, that nothing herein contained shall prevent the Company from using such Station for all the Purposes of their Traffic immediately upon the Completion thereof, and after Application by either Company to the Board of Trade, notwithstanding that the Arbitrator herein-before mentioned shall not have made any Award.

Railway
fifthly de-
scribed not to
be made in
a certain
Event.

8. The Railway fifthly herein-before described, between the *West Midland* Railway and the *Bourton-on-the-Water* Railway, shall not be constructed under the Powers of this Act unless a Railway in Extension of the *Bourton-on-the-Water* Railway to or towards *Cheltenham* be authorized by an Act to be passed either in the present Session of Parliament, or within Two Years after the passing of this Act.

9. And

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9. And whereas the Railways first, secondly, and thirdly herein-before described, and by this Act authorized, are intended for the Supply of Railway Communication to various Manufactories, Collieries, and other like Works, and for the Construction of such Works it may be necessary to take a Part of some of such Manufactories, Collieries, or other like Works, and it is unreasonable that the Owners, Lessees, or Occupiers of such Manufactories, Collieries, or Works should, under the Circumstances aforesaid, have the Power of compelling the Company to purchase the whole of such Manufactories, Collieries, or Works, if the Company require only a Part thereof: Therefore, for the Construction of the Railways first, secondly, and thirdly herein-before described and authorized, or any of them, the Owner, Lessee, or Occupier of any Manufactory, Colliery, or other like Work shown on the said Plans and described in the Books of Reference of the said Railways may be required to sell or convey to the Company a Part only of such Manufactory, Colliery, or other like Work, although such Owner, Lessee, or Occupier may be willing and able to sell the whole thereof.

Provision as to Property required for certain of the Railways.

10. Subject to the Provisions in this Act and in "The Railways Level Cross-
Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company in the Construction of the Railways to carry the same across and upon the Level of the public Roads numbered on the said deposited Plans as follows; (that is to say,)

The public Roads numbered respectively 49, 141, 144, and 141, in the Parish of *Rowley Regis*, and 4 in the Parish of *Mynyddysllwyn*; but no more than a single Line of Railway shall be laid down at any such level Crossing so long as the Railway crossing any such Road consists of a single Line of Railway, and in no Case shall more than a double Line of Railway be laid down on any such level Crossing.

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

Not to shunt Trains over level Crossings.

12. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Points where the before-mentioned Roads shall be crossed on the Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect and at all Times maintain any such Lodge, or to appoint a proper Person to watch or superintend the Crossing at any such Point, or to abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence

Company to erect Lodge where Roads crossed on the Level.

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Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridges instead of level Crossings.

13. The Board of Trade (if it shall appear to them necessary for the public Safety or Convenience at any Time either before or after the Railway shall have been completed and open for public Traffic) may require the Company within such Time as the Board shall direct, and at the Expense of the Company, to carry any of the said Roads either under or over the Railway by means of a Bridge or Arch, instead of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Regulating Inclinations of certain Roads.

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

Number on Plan.	Parish.	Rate of Inclination.
28	Rowley Regis - -	1 in 18 on one Side and level on the other Side.
163	Rowley Regis - -	1 in 13.

Power to alter Engineering Works.

15. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line of any Arches, Tunnels, or Viaducts described on the deposited Plans or Sections, so as the Deviation be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon; provided that every such Substitution be authorized by a Certificate of the Board of Trade, and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Lands in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public would not be diminished thereby; provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board

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Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

16. All Communications between the Sidings by this Act authorized and the Railway of the *Monmouthshire* Company shall be made at such Points as shall be previously agreed upon between the respective Engineers of the Company and the *Monmouthshire* Company, and by the Means and in the Manner for the Time being most approved, and such Communication and all necessary Openings in the Rails of the said Railway and other incidental Works required shall in the first instance be made and shall at all Times be maintained, and when necessary repaired, altered, and amended in such Manner and by such Means as not to injure the said Railway or impede or interfere with the free, uninterrupted, and safe Passage along the same, and at the Expense of the Company, and under the Superintendence and to the Satisfaction in all respects of the Engineer for the Time being of the *Monmouthshire* Company: Provided always, that if any Difference arise between him and the Engineer of the Company with respect to the Points of Communication, or any Works for effecting or connected with such Communication, the Matters in Difference shall be from Time to Time determined by an Engineer to be appointed by the Board of Trade on the Application of either Company.

Mode of
Communica-
tion with
Monmouth-
shire Rail-
way.

17. The *Monmouthshire* Company may from Time to Time construct, erect, repair, and alter such Signals and other Works and Conveniences either on their own Works or Lands or on those of the Company, and appoint and remove such Watchmen, Switchmen, Signalmen, or other Persons, as they may deem necessary for the Prevention of Danger or Obstruction to or Interference with Traffic at and near the Point of Junction between their Railway and any Siding by this Act authorized, and such Watchmen, Switchmen, Signalmen, and other Persons, and the Working and Management of such Signals, Works, and Conveniences, shall be under the exclusive Control and Direction, Management and Regulation, of the *Monmouthshire* Company; and all reasonable Costs and Expenses of constructing, erecting, maintaining, repairing, altering, and working such Signals, Works, and Conveniences, or otherwise relative thereto, and the reasonable Wages of such Watchmen, Switchmen, Signalmen, and other Persons, in each Half Year, shall at the End of that Half Year be repaid by the Company to the *Monmouthshire* Company, and in default of such Repayment the Amount of such reasonable Costs, Expenses, and Wages may be recovered from the Company by the *Monmouthshire* Company in any County or other Court having by Law Cognizance of the Action.

Provision for
Watchmen,
Signals, &c.

18. The Company shall also at the End of each Half Year repay to the *Monmouthshire* Company such reasonable Proportion of the Expense [Local.] 27 G during Company to pay Parts of Expenses of

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existing
Signals.

during that Half Year of working and manning the existing Signals, Works, and Conveniences on the Railway of the *Monmouthshire* Company near the said Junctions as may be agreed upon between the Company and the *Monmouthshire* Company, or, in case of Difference, as may be determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Company, and the Company shall also within Three Months after Demand repay to the *Monmouthshire* Company the Expense of such Alteration, Removal, and Re-erection of existing Signals, Signal Boxes, and Signal Posts on the Railway of the *Monmouthshire* Company as the Engineer of that Company in his Discretion may consider necessary by reason of the Construction of the Works by this Act authorized.

Not to take
or interfere
with the
Works of the
Monmouth-
shire Com-
pany.

19. Nothing in this Act or in the Acts incorporated herewith contained shall authorize the Company to alter the Line or Levels of the Railway of the *Monmouthshire* Company, or any of the Works thereof, or to interfere with such Railway and Works, further than is necessary for the carrying into execution the Powers of this Act.

Mode of
Communica-
tion with
Rumney
Railway.

20. The Communication between the Railway by this Act authorized and the *Rumney* Railway shall be made by the Means and in the Manner for the Time being most approved, and such Communication, and all necessary Openings in the Rails of the *Rumney* Railway, and other incidental Works required, shall in the first instance be made, and shall at all Times be maintained, and when necessary repaired, altered, and amended, in such Manner and by such Means as not to injure the *Rumney* Railway, or impede or interfere with the free, uninterrupted, and safe Passage along the same, and at the Expense of the Company, and under the Superintendence and to the Satisfaction in all respects of the principal Engineer for the Time being of the *Rumney* Railway Company: Provided always, that if any Difference arise between him and the Engineer of the Company with respect to any Works for effecting or connected with such Communication, the Matters in Difference shall be from Time to Time determined by an Engineer to be appointed by the Board of Trade on the Application of either Company, and the Costs of such Reference shall be in the Discretion of the Referee.

Provision for
Watchmen,
Signals, &c.

21. The *Rumney* Railway Company may from Time to Time construct, repair, and alter such Signals and other Works and Conveniences on their Works and Lands, and appoint and remove such Watchmen, Switchmen, Signalmen, or other Persons, as they may deem necessary for the Prevention of Danger or Obstruction to or Interference with Traffic at and near the Point of Junction between their Railway and the said Railway by this Act authorized; and such Watchmen, Switchmen, Signalmen, and other Persons, and the working and Management of such

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such Signals, Works, and Conveniences, shall be under the exclusive Control and Direction, Management and Regulation, of the *Rumney* Railway Company; and all reasonable Costs and Expenses of constructing, maintaining, repairing, altering, and working such Signals, Works, and Conveniences, or otherwise relative thereto, and the reasonable Wages of such Watchmen, Switchmen, Signalmen, and other Persons, in each Half Year, shall at the End of that Half Year be repaid by the Company to the *Rumney* Railway Company, and in default of such Repayment the Amount of such reasonable Costs, Charges, Expenses, and Wages may be recovered from the Company by the *Rumney* Railway Company in any Court of competent Jurisdiction (including County Courts, if the Amount be within the Cognizance of County Courts).

22. Nothing in this Act or in the Acts incorporated herewith contained shall authorize the Company to take or enter upon any of the Lands belonging to the *Rumney* Railway Company, or to alter the Line or Levels of their Railway or any of the Works thereof, or to interfere with such Railway and Works, further than is necessary for the Construction of the said Railway by this Act authorized to be made to the *Rumney* Railway, and the Intercommunication between such Railways.

Not to take or interfere with the Works of the *Rumney* Railway Company.

23. The Powers of the Company for the compulsory Purchase or taking 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.

24. The Railways authorized to be made by this Act shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act or by the Acts incorporated herewith granted to the Company for executing the same shall cease to be exercised, except as to so much of the same as shall then be completed.

Period for Completion of Works.

25. And whereas the Railway first described in Section Four of this Act is intended to be carried by means of Bridges over Two of the Canals of the Company of Proprietors of the *Birmingham* Canal Navigations (which Company is herein-after referred to as "The *Birmingham* Canal Company") in the Places and Manner herein-after mentioned; (that is to say,) over the New Canal and a Canal called the *Netherton* Branch Canal, near to the *Windmill End* Furnaces in the Parish of *Rowley Regis* in the County of *Stafford*, as shown upon certain Plans signed by the Engineer of the Company and by the Clerk to the *Birmingham* Canal Company: Therefore the Company shall at their own Expense, and within the Limits of Deviation defined upon the deposited Plans, build and construct in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *Birmingham* Canal

Company to make Bridges over the *Birmingham* Canal in manner prescribed.

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Canal Company, a good and substantial Bridge over each of the said Canals, and the Towing-paths, Banks, and other Works thereof respectively, at the aforesaid Points where the said Railway is intended to be carried over the same Canals, as shown upon the said Plans so signed as aforesaid, or within such limited Deviation therefrom as may be hereafter agreed upon, and the clear Opening or Span of the Arch of the Bridge over the said New Canal between the Walls or Abutments thereof shall be of such Width on the Square as shall be equal to and sufficient to clear and leave unobstructed at the Point of crossing the whole navigable Waterway of that Canal and the Towing-paths thereof, and the clear Opening or Span of the Arch of the Bridge over the *Netherton* Branch Canal between the Walls or Abutments thereof shall be of such Width on the Square as shall be equal to and sufficient to clear and leave unobstructed at the Point of crossing a navigable Waterway of at least Thirty-three Feet in Width, and a Space of not less than Eight Feet wide on the South Side of the Canal for a Towing-path, and the Company shall, for the whole Width of such last-mentioned Bridge, and for a Distance of Sixty-six Feet on each Side thereof, construct a perpendicular Waterway Wall on both Sides of the Canal, with proper Cast-iron Girders, and each such Bridge shall have close Fences not less than Six Feet high above the Level of the Rails, and the Spring of the Arch or Soffit of the Girders shall at the respective Points of crossing over the said Canals commence at a Point not being less than Eight Feet above the present Surface of the Towing-paths of the said Canals respectively, and the Underside of the Middle of the Arch shall not be less than Ten Feet above the Top-water Level of the said Canals respectively, and the extreme Width of each such Bridge between the Parapet Wall thereof shall not exceed Thirty Feet on the Square.

Company to
keep Bridges
in repair.

26. The Company shall at their own Expense at all Times for ever after the said several Bridges shall have been completed keep the same and all future Bridges to be erected or made respectively in lieu thereof (and which shall be at the same respective Places, in the like respective Directions, and of the like Dimensions, Capacity, and Materials, as are herein-before severally mentioned), together with all Works belonging to or connected therewith respectively, in good and complete Repair; and in case of any Want of Repair to such Bridges or either of them, or any Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of such Bridges, or either of them, or any Part thereof respectively, or from any other Cause whatsoever, and Notice in Writing thereof being given by the *Birmingham* Canal Company or their Clerk to the Company, then if the Company shall not within the Space of Ten Days after such Notice commence the Repairs, or, as the Case may require, the raising or rebuilding or the Reconstruction of the said Bridges or Bridge which shall be out of Repair, or such Part or Parts thereof respectively as it shall for the

Time

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Time being be requisite to repair, raise, or rebuild or reconstruct, and proceed therein with all reasonable Expedition until such repairing, raising, or rebuilding or Reconstruction shall be wholly completed, it shall be lawful for the *Birmingham* Canal Company to make all such Repairs to such Bridges or Bridge, and to raise or rebuild or reconstruct the same, or such Part thereof respectively as shall be necessary, in such Manner as they may think proper; and all the Expenses thereof shall be repaid by the Company to the *Birmingham* Canal Company upon Demand, and in default of such Payment any Two of Her Majesty's Justices of the Peace for the Counties of *Worcester* or *Stafford* shall, on Application by the *Birmingham* Canal Company or their Clerk, or any other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, cause the Amount of such Expenses (which Amount shall be settled and allowed by such Justices), after hearing or giving the Parties an Opportunity of being heard thereon, to be levied by Distress and Sale of the Goods and Chattels of the Company, and to be paid to the *Birmingham* Canal Company, their Agents or Clerk, rendering the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to the Company, or otherwise the *Birmingham* Canal Company may sue for and recover such Expenses as aforesaid against the Company by Action in any of the Superior Courts: Provided always, that during the Progress of reconstructing any such Bridges or Bridge, and at all future Times during any Repairs, raising, or rebuilding or Reconstruction thereof, the Engineer for the Time being of the *Birmingham* Canal Company, with the requisite Assistants and Workmen, shall have free Access to such Bridges or Bridge, and full Permission to inspect the Workmanship and Materials thereof.

27. Except as herein specially provided, it shall not be lawful for the Company or any Person in execution of this Act to alter the Course of the said Canals or either of them, or to contract the Width of the same or either of them, or the Towing-paths thereof, or of any Space reserved or intended as a Towing Path or Paths thereof, or to obstruct the Course or Supply of the Water in or to the said Canals or either of them, or in any Manner to impede the Navigation thereof or the Access thereto, or to any Wharf or Wharves adjoining, or to injure any of the Banks or other Works of or belonging to the said Canals or either of them; and it shall not be lawful for the Company (except for the Purpose of crossing the said Canals) to take or interfere with the said Canals or either of them without the Consent of the same Company under their Common Seal first had and obtained.

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

28. If by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction or of the bad State of Repair of any such Bridges or Bridge as aforesaid, or any of the

In case of
Obstruction
to Naviga-
tion of Canal,

[Local.]

27 H

Slopes,

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Railway
Company
liable to
Damages for
the same.

Slopes, Banks, or Works of the said Railways, or either of them, near the said Canals or either of them, or of any other Works by this Act authorized to be constructed, or by any Act or Omission of the Company, or any of their Agents or Servants, it shall happen that the said Canals or either of them, or the Towing-paths thereof or either of them, or the Works connected therewith, shall be so injured or obstructed that Boats or other Vessels using the same, with their usual and accustomed Loads, shall be so impeded in their Passage along the said Canals or either of them as that they shall not be able to pass freely along the same, then and in such Case the Company shall pay to the *Birmingham Canal Company*, as or by way of ascertained Damages, the Sum of Two hundred Pounds for every Twenty-four Hours during which any such Impediment or Obstruction shall continue, and so in proportion for any less Period than Twenty-four Hours, and in default of Payment of any such Sum on Demand made on the Company the *Birmingham Canal Company* may sue for and recover the same, together with full Costs of Suit, against the Company by Action in any of the Superior Courts.

Nothing to
prevent
other Per-
sons suing
for Damages.

29. Provided always, That nothing herein contained shall extend to prevent the *Birmingham Canal Company*, or any other Company or Person, from recovering against the Company any special, further, or other Damage that may be sustained by the *Birmingham Canal Company*, or any other Company or Person, on account of any Act or Default of the Company in respect of which any Sum or Sums in the Nature of liquidated Damages is or are hereby imposed or made payable, beyond the Amount thereof.

The Springs,
&c. of the
Birmingham
Canal Com-
pany to be
preserved.

30. Nothing herein contained shall authorize or empower the Company to take away or lessen any Springs, Brooks, Streams, Feeders, Drains, Waters, or Watercourses which now are or heretofore have been taken for the Use of the *Birmingham Canal Navigations*, or which the *Birmingham Canal Company* are by Law authorized and empowered to take for the Use of the said Canals or either of them, or to prevent any of such Waters flowing into the said Canals or either of them, or to take away or obstruct or in any Manner impede the free Use of any Communication already made between the Water of the said Canals or either of them and any Steam Engine, or to take away or prejudice the Right of any Person to make such Communication, pursuant to the Provisions of the Acts of Parliament for regulating or otherwise relating to the *Birmingham Canal Navigations* or any of them.

Company not
to obstruct
the Forma-
tion of
Branches
communi-
cating with

31. And whereas under and by virtue of the Acts relating to the Canals belonging to the *Birmingham Canal Company*, or some of them, certain Powers are reserved to the Owners of Mines, Works, and Lands adjoining to the said Canals, or some of them, or for the *Birmingham Canal Company*, at the Request of such Owners, to form Cuts, Canals, Railways,

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Railways, Tramways, or Roads, not exceeding a certain Length therein specified, in order to communicate with the said Canals: And whereas the Railways by this Act authorized, or One of them, may intervene between the said Canals and some of the Mines, Works, or Lands of Persons to whom such Powers are reserved as aforesaid, and additional Expense would be occasioned by the Construction of Bridges, Viaducts, or Aqueducts for the Purpose of carrying such Cuts, Canals, Railways, Tramways, or Roads over or under the said Railways, or One of them: Therefore, in the event of any such Person being desirous to make or procure to be made any such Cuts, Canals, Railways, Tramways, or Roads as aforesaid to communicate with the said Canals, or any of them, the Company shall afford all requisite and proper Facilities for the Formation thereof, where necessary, either over, under, or by the Side of the said Railways or Railway; and if any Difference shall arise between the Company and any Person so desirous to make or procure to be made any such Cut, Canal, Railway, Tramway, or Road as aforesaid, or between the Company and the *Birmingham Canal Company*, either as to the Mode of carrying the same over or under or by the Side of the said Railways or Railway, or as to the Place where the same should be so carried, or as to the Facilities to be afforded by the Company for the Purposes thereof, or as to the Proportion of the Costs, if any, of making and maintaining the same to be borne by the Company, or as to the Use thereof at any Time thereafter by the Owners, Lessees, or other Persons in the Occupation thereof, such Difference shall be settled by Arbitration.

32. And whereas the said Railways or One of them may also intervene between the said Canals, or some of them, and Lands on which Steam Engines may hereafter be erected, between which and the said Canals Communication for the Passage or Supply of Water may require to be made: Therefore, if any such Communications are hereafter so required to be made, the Company shall afford all requisite Facilities for the Purposes thereof by constructing at the Expense of the Party applying for the same, or permitting to be constructed through, under, or over the said Railways or Railway, such Culverts, Arches, Pipes, Tunnels, or other Works as may be necessary; and in the event of any Difference arising between the Company and the *Birmingham Canal Company* or any other Person as to the Nature and Amount of the Facilities so to be afforded by them, such Difference shall in like Manner be settled by Arbitration.

33. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Birmingham Canal Company* in and by all or any of the several Acts of Parliament now in force relating to the said Canals, except as is expressly enacted by this Act.

34. It

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Tolls on new
Lines of
Railway.

34. It shall be lawful for the Company to demand and receive for and in respect of the Railways first, secondly, thirdly, fourthly, and fifthly described, and Works by this Act authorized the same Tolls and Charges as they are authorized to demand and receive for and in respect of the Railways comprising the *Oxford* Section, and in respect of the Railway sixthly described the same Tolls and Charges as they are authorized to take on the Railways comprising the *Newport* Section: Provided always, that the maximum Tolls and Charges to be levied and received by the Company in respect of the said Railways and Works shall in no Case exceed the maximum Tolls and Charges authorized to be taken on the *Oxford* Section and *Newport* Section respectively, and such respective Railways first, secondly, thirdly, fourthly, and fifthly described shall, for the Purposes of such Tolls and Charges, and also for the Purpose of regulating the Charges for short Distances, be deemed Part of the Railways comprised in the *Oxford* Section, and the Railway sixthly described shall be deemed Part of the Railways comprised in the *Newport* Section, in the same Manner respectively as if they had been authorized by the Acts relating to those Sections of the Railways of the Company.

If Railways
not com-
pleted and
opened for
public Traffic
within a li-
mited Period
Payment
of certain
Dividends
suspended.

35. In case the Railways by this Act authorized to be constructed shall not be completed and opened for public Traffic within Five Years from the passing of this Act, then and from thenceforth it shall not be lawful for the Company or the Directors thereof to pay any Dividend to the Shareholders on the ordinary Capital of the Company until such respective Railways shall have been completed and opened for public Traffic.

Company to
abandon cer-
tain Branch
Railway.

36. Subject to the Provisions of this Act, the Company shall abandon the Formation of the Branch Railway thirdly specified in the Fifth Section of "The *Newport, Abergavenny, and Hereford* Railway Branches Act, 1857," and therein described as "a Branch Railway diverging from " the *Newport, Abergavenny, and Hereford* Extension to the *Taff Vale* " Railway in the Hamlet of *Cefn* in the Parish of *Gelly Gaer*, passing " through *Merthyr Tydvil* and Forest aforesaid, and terminating in the " said Parish of *Gelly Gaer* near a Farm House called *Nant-y-Ffin*," and all the Powers, Authorities, and Privileges by that Act granted to the Company for the Construction, Maintenance, or Use of the Branch Railway by this Act required to be abandoned shall, from and after the passing of this Act, cease and determine, and any Provision in the said "*Newport, Abergavenny, and Hereford* Railway Branches Act, 1857," shall not operate to prevent the Payment of Dividends because the said Branch Railway authorized by the said Act is not completed within the Time required.

37. In

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37. In any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing or using any Lands which the Company were empowered to purchase for the Purpose of constructing the Branch Railway so required to be abandoned as aforesaid, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed pursuant to such Contract or such Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided, that the Authority hereby given for abandoning the said Portion of Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of Railway, pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Compensation to be made where Contracts have been entered into or Notice given.

38. Whereas the authorized Branch Railway, the making of which is by this Act authorized to be abandoned, if made, would accommodate the Estate of the Trustees under the Will of Sir Josiah John Guest Baronet, deceased, in the Parish of *Gelly Gaer*, and the Trustees allege that they would be greatly prejudiced if the Branch were abandoned without adequate Provision being made for their Protection, and it is expedient that Provision be made accordingly: Therefore the Company from Time to Time may agree with the Trustees with respect to a Line of Railway to connect their Estate with the Railway of the Company, and with respect to the Works to be made on and in connexion with the Line for the Accommodation of the Trustees, and with respect to Application being made to Parliament by the Company for Authority for them to make the Line accordingly, and with respect to Compensation to be made by the Company to the Trustees in the event of the Line not being so authorized or not being made, and with respect to the Settlement by Arbitration of any Differences or Matters touching the Premises; and every such Agreement may and shall be carried into effect according to the true Intent thereof.

For Protection of Trustees of the late Sir J. J. Guest, Baronet.

39. The Company may pass over and use with their Engines and Carriages, and for the Purpose of Traffic of all Kinds, so much of the Railways of the *Monmouthshire* Company as lies between the Point of
[Local.] 27 I Junction

Power to use Portion of Railways of Monmouthshire Company.

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Junction therewith of the *West Midland Railway* at *Coed-y-Gric* and the intended Station of the Company at *Newport*, and between such intended Station and the *Newport Docks*, including the Use of the Stations, Sheds, Junctions, Sidings, Tramways, Booking Offices, Watering Places, Works, and Conveniences upon those Portions of Railway or at the Termination thereof at *Newport*, except the Junctions, Sidings, and Tramways connecting the *Monmouthshire Railway* with the private Wharves at *Newport*, and the *Monmouthshire Company* shall make all requisite Arrangements for that Purpose.

Terms of
such Use.

40. The Terms, Conditions, and Regulations to which the Company shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the *Monmouthshire Company*, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade; and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and either of the said Companies who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

For protect-
ing local
Traffic.

41. In exercising the Powers by this Act granted over or in respect of the Portions of Railway belonging to the *Monmouthshire Company* it shall not be lawful for the Company, unless with the Consent in Writing of the *Monmouthshire Company*, to take up at any Station of the same Company upon the Portions of Railway herein-before specified any Passengers, Parcels, Animals, Goods, or Minerals, and to deliver the same at another Station of the same Company, and if the Company violate this Enactment they shall for every such Violation pay to the *Monmouthshire Company* Fifty Pounds by way of Penalty.

As to Ser-
vices at
Stations.

42. The *Monmouthshire Company* shall afford and provide Facilities for the Reception, forwarding, and Transmission of Traffic over or upon the respective Portions of Railway herein-before described belonging to them, and to and from all Junctions at *Newport* with other Railways or Tramways, the *Newport Docks*, and any Wharf, Sidings, Docks, or Works, whether public or private, at or near *Newport*, and shall at Stations and Junctions upon the said Portions of Railway, and at or near *Newport* as aforesaid, book and invoice through, receive, and convey the Traffic passing to, from, over, and beyond the Railways of the *West Midland Railway Company*, or any of them, from, to, over, or beyond
any

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any Part or Portions of the Railway of the *Monmouthshire* Company before described, and shall make Provision for the speedy and convenient Transmission of the Traffic, the Use of the Booking Offices and Stations, and all other Matters for facilitating the Transmission of Traffic between the *West Midland* Railway and the Portions of Railway of the *Monmouthshire* Company and the Stations and Junctions upon the same or connected therewith, upon Payment of such Charges for the same as may be agreed upon between the Two Companies; and if any Difference shall arise between the Companies as to the Amount of such Payments, or as to the Nature, Extent, or Sufficiency of the Services and Duties so to be performed, such Difference shall from Time to Time be settled by an Arbitrator to be appointed at the Request of either Party by the Board of Trade, and the Arbitrator to whom the Matter may be referred may determine the Amount of such Payments, and prescribe what Duties and Services shall be so performed.

43. The Company in using or traversing the said Portion of the *Monmouthshire* Railway and in using the Stations and Conveniences thereof, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the Company. Byelaws to be observed.

44. The Company may borrow upon Mortgage any Sums of Money which by the Acts relating to the *Severn Valley* Railway the *Severn Valley* Company are authorized to borrow, and the Sums so borrowed shall, as between the Holders of such Mortgages and the Company, be a Charge on the united Undertaking of the Company: Provided always, that the Amount so borrowed by the Company shall not, together with any Sums of Money owing on Mortgage or Bond by the *Severn Valley* Company, at any Time exceed the Sum which the *Severn Valley* Company are authorized to borrow, and during the Continuance of the Lease the Powers of borrowing by the *Severn Valley* Company shall cease to be exercised by the *Severn Valley* Company; provided also, that any existing Mortgage and the Power of reborrowing the Money secured thereby shall not be affected. Company may exercise in their own Name borrowing Powers of the *Severn Valley* Company.

45. The Company shall keep separate Accounts of the Sums of Money borrowed in respect of the *Severn Valley* Railway, and such Sums of Money shall be applied only for the Purposes of that Railway, or in paying off any Mortgages or Bonds charged on the *Severn Valley* Railway. Separate Accounts of Money borrowed and its Application.

46. As between the Company and the *Severn Valley* Company, the Mortgages granted by the Company for raising Sums of Money authorized Mode of charging *Severn*

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Valley Mortgages.

rized to be raised by the *Severn Valley* Railway Acts shall be a Charge on the *Severn Valley* Railway, and in the event of the Determination of the Lease of the *Severn Valley* Railway the *Severn Valley* Company shall indemnify and save harmless the Company against all Liabilities for or in respect of those Mortgages, but in any Event the Rights and Remedies of the Mortgagees may be enforced against the Company.

Company may exercise the Powers of borrowing of the Coleford Company.

47. The Company may borrow upon Mortgage any Sums of Money which by the Acts relating to the *Coleford, Monmouth, Usk, and Pontypool* Railway the *Coleford* Company are authorized to borrow, and the Sums so borrowed shall, as between the Holders of such Mortgages and the Company, be a Charge on the united Undertaking of the Company: Provided always, that the Amount so borrowed by the Company shall not, together with any Sums of Money owing on Mortgage or Bond by the *Coleford, Monmouth, Usk, and Pontypool* Railway Company, at any Time exceed the Sum of Fifty thousand Pounds which the *Coleford* Company are authorized to borrow, and during the Continuance of the Lease the Powers of borrowing by the *Coleford* Company shall cease to be exercised by the *Coleford* Company; provided also, that any existing Mortgage and the Power of reborrowing the Money secured thereby shall not be affected.

Separate Accounts and Application of Money.

48. The Company shall keep separate Accounts of the Sums of Money borrowed in respect of the *Coleford, Monmouth, Usk, and Pontypool* Railway, and such Sums of Money shall be applied only for the Purposes of that Railway, or in paying off any Mortgages or Bonds charged on the *Coleford, Monmouth, Usk, and Pontypool* Railway.

As to Mode of charging Bonds raised under Coleford Company's Acts.

49. As between the Company and the *Coleford* Company the Mortgages granted by the Company for raising Sums of Money authorized to be raised by the *Coleford, Monmouth, Usk, and Pontypool* Railway Acts shall be a Charge on the *Coleford, Monmouth, Usk, and Pontypool* Railway, and in the event of the Determination of the Lease of that Railway the *Coleford* Company shall indemnify and save harmless the Company against all Liabilities for or in respect of those Mortgages, but in any Event the Rights and Remedies of the Mortgagees may be enforced against the Company.

Agreement for Conversion of Chipping Norton Shares into Debenture Stock.

50. The Company may agree with all or any of the Holders of the *Chipping Norton* Branch Shares for the Conversion of such Shares into Debenture Stock of the Company upon such Terms and Conditions as may be agreed upon between the Company and such Holders, and for such Purpose the Company may create and issue additional Debenture Stock of the *Oxford* Section in the same Manner and at the same Rate

as

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as other Debenture Stock is issued by the Company in respect of the *Oxford* Section, but subject and without Prejudice to the Debenture Stock of the Company issued before the passing of this Act: Provided always, that no such Conversion shall take place unless the Terms of the Conversion be such that there will be by reason thereof a Decrease in the annual Charge upon the Revenues of the Company.

51. It shall be lawful for the Company from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at any General Meeting of the Company convened with due Notice of that Object, to resolve that the Monies or any Portion of the Monies borrowed under the Authority of any Act of Parliament relating to the *Newport* Section and then outstanding on the Security of Mortgages or Bonds charged on that Section, or the Monies or any Portion of the Monies borrowed under the Authority of any Act of Parliament relating to the *Hereford* Section and charged on that Section, be converted into Debenture Stock of the Company of like Amount, either by Agreement with the Holders of such Mortgages or Bonds before the same become due, or by paying off the same respectively when due, and also with the like Consent from Time to Time to resolve that the whole or any Part of the Monies which the Company may have Authority to raise by borrowing under the Powers of any of their Acts relating to the *Newport* Section and *Hereford* Section, or either of them, and which shall not then have been raised, shall or may be raised by the Creation and Issue of Debenture Stock of a corresponding Amount instead of borrowing the same, and also, with the like Consent, to attach to the Debenture Stock so authorized to be created and issued for any of the Purposes aforesaid a fixed and perpetual irredeemable yearly Dividend or Interest at any Rate not exceeding Four Pounds and Ten Shillings for every One hundred Pounds thereof payable in equal half-yearly Portions, and it shall thereupon be lawful for the Directors of the Company to carry into effect such Resolution or Resolutions by the Creation and Issue of such Stock from Time to Time bearing such fixed Rate of Dividend or Interest as aforesaid, and the Debenture Stock so created and issued shall, as between the Holders of such Stock and the Company, be a Charge on the united Undertaking of the Company and the Lands, Tenements, and Hereditaments of the Company, but shall be distributable, transmissible, and transferable as and in other respects have the Incidents of personal Estate, but as between the Company and each Section of the Proprietors shall be in all respects subject to the Provisions of the Act of 1860, as if the Sums of Money raised or secured by such Debenture Stock had been raised or secured or continued to be secured by Mortgages or Bonds under the Provisions of that Act, and the said Dividend or Interest shall for ever have Priority of Payment over all other Dividends on any other

Power to
Company
to create
Debenture
Stock.

[Local.]

27 K

Stock

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Stock or Shares of that Section of the Company, whether ordinary or Preference or guaranteed.

Saving
Mortgages
and Bonds.

52. Provided always, That nothing herein contained shall in anywise prejudice or affect the Rights of the Holders of Mortgages or Bonds, or other Creditors of the Company, and of any Debenture Stock issued previous to the passing of this Act: Provided also, that after the Creation and Issue of any such Debenture Stock the Powers of borrowing by the Company shall, to the Extent of the Stock so from Time to Time created and issued, be extinguished.

Issue of
Debenture
Stock.

53. Save as in this Act expressly enacted, all the Debenture Stock to be created and issued by virtue of this Act shall be subject to the same Provisions in all respects, and be issued in the same Manner, as the existing Debenture Stock of the Company, and shall entitle the Holders thereof to the same Rights, Powers, and Privileges, but none other, to which such Holders would have been entitled if the same had been Debenture Stock authorized to be issued before the passing of this Act.

Additional
Capital may
be raised.

54. The Company may raise by Contribution among themselves, or by the Admission of other Persons as Subscribers to their Undertaking, or in part by each of those Means, the Sum of One hundred and twenty thousand Pounds in addition to the Sums of Money they are authorized to raise by any of their former Acts, or may be authorized to raise by any other Act to be passed during the present Session of Parliament, and all and every Part of the Money so to be raised shall be applied to the Purposes of the Railways, Station, Works, and Objects by this Act authorized.

Additional
Capital to be
divided into
new Shares
or Stock.

55. The Monies or Capital so to be raised may be divided into new Shares of any nominal Value, or the same may be raised by new Stock of the Company, and such new Shares or Stock shall be issued and disposed of or distributed in such Manner and (subject to the Provisions of this Act) upon such Terms, not being less than the nominal Amount of such Shares or Stock, and subject to such Provisions and Restrictions and with such Rights, as any General Meeting of the Company shall from Time to Time direct or authorize or attach thereto, and shall be considered as Part of the general Capital of the Company; and all the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," which are incorporated with this Act, shall, so far as the same are applicable, apply to such new Capital and new Shares or Stock, and to the respective Proprietors thereof for the Time being, in the same Manner in all respects as if the same were (within the Meaning of the same Clauses and Provisions) original Capital and original Shares or Stock,

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Stock, except as to the Amount and Time of making and Payment of Calls, which (subject as herein-after mentioned) the Directors of the Company shall fix from Time to Time as they shall think proper.

56. Subject to the Provisions of this Act, and to the Terms of Issue of any new Shares or Stock to be created thereunder, every Person who shall accept or become entitled to any such new Shares or Stock shall in respect thereof be a Shareholder of the Company, and be considered to have subscribed towards the Capital thereof and of the Undertaking to the Extent of the nominal Amount of the Shares or Stock so accepted by him in the Undertaking; and such new Shares or Stock shall confer on the respective Holders or Proprietors thereof Rights of voting and Qualifications in proportion to the aggregate nominal Value of such Shares or Amount of such Stock, and not in proportion to the Number of such Shares; and for such Purposes every entire Sum of Fifty Pounds of such nominal Value of Shares or Amount of Stock shall be equivalent to One Share of Fifty Pounds in the original Capital of the Company; and no Shareholder shall vote in respect of any Number of such new Shares, or any Amount of such new Stock, which shall constitute a less Interest in the Capital of the Company than Fifty Pounds.

Rights of new Shareholders to be in proportion to the Value of new Shares or Stock.

57. With the Approbation of Three Fifths at least of the Votes of the Proprietors present, in Person or by Proxy, at any Meeting of the Company specially convened for the Purpose, the Company may assign to any new Shares or Stock to be created by virtue of this Act such Dividend, not exceeding Five Pounds *per Centum per Annum*, in preference to or so as to rank or be paid *pari passu* with (if so determined) the Dividends upon any other Shares or Stock of the Company (except as in this Act subsequently provided with respect to Shares or Stock theretofore created and issued), as any such Meeting may from Time to Time direct: Provided, that 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 such Preferential Dividend 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.

Power to assign Preference to new Shares or Stock.

58. The Terms and Conditions to which any Preference Shares created under this Act are subjected by the Provisions of this Act shall be stated on the Certificate of every such Preference Share.

Terms, &c. on which Preference Shares issued to be on Certificates.

59. The Dividends, whether preferential or not, payable in respect of any Shares or Stock issued under the Powers of this Act, shall be payable out of the joint net Revenue of the *West Midland Railway Company*, before the Appropriation of the respective Shares of the Balance or Residue, to the separate Accounts of or amongst the respective Classes of Proprietors of Shares or Stocks in the several Sections of Capital of the

Dividends to be a Charge against Joint Revenue.

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the *West Midland Railway Company*: Provided nevertheless, that no such Payment of Dividend shall be made out of that joint net Revenue which would reduce the Amount thereof below an Amount fully adequate to the Discharge of all the Rents, and the Interest and Dividends on the Mortgages, Bonds, and Debenture Stock, and guaranteed or Preference Shares and Stocks, of the *West Midland Railway Company*, the Priority of which is by this Act expressly saved.

Reservation
of existing
Rights of
Debenture
and guaran-
teed Stock-
holders.

60. The Payment of such Dividends payable on any Shares or Stock issued under the Powers of this Act shall not be made so as to prejudice or affect any Rents now payable by the *West Midland Railway Company* or any Section thereof, or any Rights of any of the Holders of Mortgages, Bonds, or Debenture Stocks created or to be hereafter created by the Company, or charged on any Section of the *West Midland Railway*, nor shall it be made so as to prejudice or affect the Rights or Priorities of any of the Holders of any guaranteed or Preference Stocks or Shares of that Company, or of any Section thereof, created or authorized to be created at the passing of this Act, the Priority of all of which to the Payment of such Dividends are hereby expressly saved and reserved.

Calls.

61. Provided also, That Twenty Pounds *per Centum* on the nominal Amount of a Share shall be the greatest Amount of any One Call which the Company may make on the Holders of Shares created in respect of the Money by this Act authorized to be raised, and Three Months at least shall be the Interval between successive Calls.

Power to
borrow.

62. The Company from Time to Time may raise by borrowing on Mortgage, or by the Creation and Issue of Debenture Stock, any Sums not exceeding in the whole One Third of the Amount which they are by this Act authorized to raise by Shares, in addition to the Sums which they are authorized to borrow under any of the existing Acts of Parliament relating to the Company; but no Part of such Sum shall be borrowed or raised until Shares for the whole of the Sum by this Act authorized to be raised by Shares shall have been taken up, and One Half of such Sum shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all the Capital which the Company are by this Act authorized to raise by the Creation of new Shares have been *bonâ fide* taken up, and are held by Persons or their Assigns, and for which such Persons or their Assigns shall be legally liable, and One Half thereof shall have been actually paid up, and every Part of the Monies to be raised under this Act by borrowing or Debenture Stock shall be applied in carrying into execution the Powers of this Act: Provided always, that all Mortgages created by the Company under the Powers of any of the existing Acts of Parliament relating to the Company, and which shall

Saving
Rights of
existing
Mortgages.

The West Midland Railway (Additional Works) Act, 1862.

shall be subsisting at the passing of this Act, shall have Priority over all Mortgages to be created by the Company under the Powers of this Act.

63. All the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters, (that is to say,) "with respect to the Construction of the Act and of other Acts to be incorporated therewith," "with respect to the Distribution of the Capital of the Company into Shares," "with respect to the Transfer or Transmission of Shares," "with respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls," "with respect to the Forfeiture of Shares for Nonpayment of Calls," "with respect to the borrowing of Money by the Company on Mortgage or Bond," "with respect to the Conversion of borrowed Money into Capital," and "with respect to the Consolidation of the Shares into Stock," shall, so far as the same are not varied by the Provisions of this Act, be incorporated with and form Part of this Act, and apply to the Company and the Shareholders thereof, and to the Capital authorized by this Act.

Certain Provisions of 8 & 9 Vict. c. 16. extended to this Act.

64. All the Powers by this Act conferred upon the Company may (except where directed to be exercised only at a General Meeting of the Company) be exercised by the Directors of the Company, but nevertheless in accordance with and subject to the Provisions of this Act, and of the Acts incorporated herewith, and also subject to the Control and Regulation of any General Meeting specially convened for the Purpose, but not so as to render invalid any Act done by the Directors prior to any Resolution passed by such General Meeting.

Powers of Act to be exercised by the Directors.

65. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying Interest on Money paid in anticipation of Calls, 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 or any other Act relating to the Company authorized to be raised for the Purposes of such Act or Acts, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now or hereafter in force, is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

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

[*Local.*]

27 L

67. Nothing

The West Midland Railway (Additional Works) Act, 1862.

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

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

Expenses of
Act.

68. All the Costs, Charges, and Expenses of and attending the passing of this Act, or incidental thereto, shall be paid by the Company.

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