



ANNO DECIMO QUARTO & DECIMO QUINTO

# VICTORIÆ REGINÆ.

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## *Cap. xlviii.*

An Act for enabling Arrangements with reference to the Purchase, Lease, or other Use by the *Great Western Railway Company* of the *Wilts, Somerset, and Weymouth Railway*, the *Gloucester and Dean Forest Railway*, and the *South Wales Railway* respectively, to be effected; and for other Purposes. [3d July 1851.]

**W**HEREAS the following Acts (Local, or Local and Personal), relating more or less directly to the *Great Western Railway Company*, have been passed; to wit, the Acts of the Fifth and Sixth Years of *William IV.*, Chapter 107; of the Sixth Year of *William IV.*, Chapter 36, Chapter 38, Chapter 77, and Chapter 79; of the Seventh Year of *William IV.* and the First Year of Her present Majesty, Chapter 91 and Chapter 92; of the First and Second Years of Her present Majesty, Chapter 24 and Chapter 26; of the Second and Third Years of Her present Majesty, Chapter 27; of the Third and Fourth Years of Her present Majesty, Chapter 47 and Chapter 105; of the Fourth and Fifth Years of Her present Majesty, Chapter 41; of the Fifth Year of Her present Majesty, Session 2, Chapter 28; of the Sixth Year of Her present Majesty, [Local.] Chapter

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Chapter 10; of the Seventh Year of Her present Majesty, Chapter 3; of the Seventh and Eighth Years of Her present Majesty, Chapter 68; of the Eighth and Ninth Years of Her present Majesty, Chapter 40, Chapter 53, Chapter 155, Chapter 156, Chapter 184, Chapter 188, Chapter 190, and Chapter 191; of the Ninth Year of Her present Majesty, Chapter 14; of the Ninth and Tenth Years of Her present Majesty, Chapter 129, Chapter 166, Chapter 181, Chapter 236, Chapter 239, Chapter 240, Chapter 278, Chapter 313, Chapter 315, Chapter 335, Chapter 337, Chapter 338, Chapter 369, and Chapter 402; of the Tenth and Eleventh Years of Her present Majesty, Chapter 60, Chapter 72, Chapter 76, Chapter 91, Chapter 101, Chapter 109, Chapter 149, Chapter 154, Chapter 226, and Chapter 243; of the Eleventh and Twelfth Years of Her present Majesty, Chapter 28, Chapter 59, Chapter 74, Chapter 77, Chapter 82, Chapter 95, Chapter 131, Chapter 133, Chapter 135, Chapter 157, Chapter 158, and Chapter 159: And whereas the following Acts relating to the *Wilts, Somerset, and Weymouth Railway Company* have been passed; to wit, “*The Wilts, Somerset, and Weymouth Railway Act, 1845;*” “*The Wilts, Somerset, and Weymouth Railway Amendment Act, 1846;*” “*The Wilts, Somerset, and Weymouth Railway Deviation Act, 1847:*” And whereas the following Acts relating to the *Gloucester and Dean Forest Railway Company* have been passed; to wit, “*The Gloucester and Dean Forest Railway Act, 1846;*” and “*The Gloucester and Dean Forest Railway Dock Act, 1847:*” And whereas the following Acts relating to the *South Wales Railway Company* have been passed; to wit, “*The South Wales Railway Act, 1845;*” “*The South Wales Railway Amendment Act, 1846;*” “*The South Wales Railway Amendment Act, 1847;*” “*The South Wales Railway (Extension of Time) Act, 1850;*” and “*The South Wales Railway Capital Act, 1850:*” And whereas under the Authority of or in accordance with some of the recited Acts, and of an Indenture bearing Date the Sixth Day of *March* One thousand eight hundred and fifty, made between the *Wilts, Somerset, and Weymouth Railway Company* of the One Part, and the *Great Western Railway Company* of the other Part, the Undertaking of the *Wilts, Somerset, and Weymouth Railway* hath been sold and conveyed to the *Great Western Railway Company*, and it is expedient that further Provision be made for carrying the Arrangements with respect to such Sale and Conveyance into effect: And whereas the Number of the Shares in the *Wilts, Somerset, and Weymouth Railway Company* is Thirty thousand, and Fifty Pounds is the Amount of every Share: And whereas it is expedient that further Provision be made for carrying the Purposes of the recited Acts, or some of them, into effect, and that some of the Provisions of the recited Acts be repealed, altered, or amended: And whereas, under the Authority of the said Acts relating to the *Gloucester and Dean Forest Railway*, an Agreement, bearing Date the Twelfth Day of

*February*

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*February* One thousand eight hundred and fifty-one, has been entered into between the *Gloucester and Dean Forest* Railway Company of the One Part and the *Great Western* Railway Company of the other Part, for a Lease of the Undertaking of the *Gloucester and Dean Forest* Railway Company to the *Great Western* Railway Company for the Term of One thousand Years; subject to the Rent and upon the Covenant and Conditions in such Agreement reserved and mentioned, and it is expedient that the said Agreement, and any Lease made in pursuance thereof and in conformity therewith, should be confirmed: And whereas under the Authority of the said Acts relating to the *South Wales* Railway, or some of them, an Agreement, bearing Date the Twenty-ninth Day of *March* One thousand eight hundred and fifty-one, has been entered into, between certain Directors of the *South Wales* Railway Company of the One Part and certain Directors of the *Great Western* Railway Company of the other Part, for a Lease of the Undertaking of the *South Wales* Railway Company to the *Great Western* Railway Company for the Term and subject to the Rent and upon the Covenants and Conditions in the said Agreement reserved and mentioned, and it is expedient that the said Agreement, and any Lease made in pursuance thereof and in conformity therewith, should be confirmed: And whereas such Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "*The Great Western Railway Act, 1851.*" Short Title.

II. That the following Words and Expressions shall have in this Act the several Meanings hereby assigned to them respectively; to wit, Interpretation of Terms.

The Expression "*the Great Western Company*" shall mean the *Great Western* Railway Company:

The Expression "*the Wilts Company*" shall mean the *Wilts, Somerset, and Weymouth* Railway Company:

The Expression "*the Gloucester Company*" shall mean the *Gloucester and Dean Forest* Railway Company:

The Expression "*the South Wales Company*" shall mean the *South Wales* Railway Company:

The Expressions "*Shares,*" and "*Shareholders,*" and "*Proprietors of Shares,*" respectively, when employed with reference to the *Wilts* Company, shall include Stock and Stockholders.

III. That from the passing of this Act the *Wilts* Company shall be absolutely dissolved, and all the Undertaking, Estates, Property, and Effects, Rights, Interests, Claims, and Demands whatsoever of that Dissolution of Wilts Company, and vesting of their

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Undertaking  
in Great  
Western  
Company.

that Company shall be and remain vested in the *Great Western Company*: Provided always, that, notwithstanding the Dissolution of the *Wilts Company*, the aforesaid Shares in the Capital of that Company shall for the Purposes of this Act continue to subsist, and the *Great Western Company*, or the Directors thereof, may from Time to Time exercise all the Powers with reference to such Shares which the *Wilts Company* or the Directors thereof might have exercised if that Company were not dissolved: Provided also, that the *Great Western Company* shall within Twelve Months after the passing of this Act, and in accordance with the Clauses and Provisions with respect to the Consolidation of Shares into Stock of the Companies Clauses Consolidation Act, 1845, consolidate all those Shares into a General Capital Stock, to be called "The *Wilts and Somerset Railway Stock*," and those Clauses and Provisions shall be in force and apply to such Stock and the Holders thereof accordingly.

Powers of  
Wilts Com-  
pany may  
be exercised  
by Great  
Western  
Company.

IV. That from the passing of this Act all the Rights, Powers, Privileges, and Authorities by the recited Acts relating to the *Wilts Company* respectively conferred on or given to that Company shall apply to and be vested in the *Great Western Company*, and may lawfully be used, exercised, and enjoyed by that Company and the Directors thereof, and their Officers, Agents, and Servants respectively, and the Corporate Seal of that Company shall be used when necessary in reference thereto, in like Manner as if that Company instead of the *Wilts Company* had been originally named in those Acts.

Great West-  
ern Company  
to discharge  
Liabilities  
under Acts  
of Wilts  
Company.

V. That from the passing of this Act the *Great Western Company* shall be subject and liable to all Covenants, Conditions, Agreements, Liabilities, Debts, Charges, and Restrictions to which the *Wilts Company* was at the Time of the passing this Act or but for this Act would have become subject or liable, and shall indemnify the several Proprietors of Shares in that Company, and their respective Heirs, Executors, Administrators, Successors, and Assigns, Estates and Effects, from all such Covenants, Conditions, Agreements, Liabilities, Debts, Charges, and Restrictions, and all Costs, Charges, and Expenses by reason thereof, or of the Nonperformance or undue Performance thereof respectively; and any Action, Suit, Prosecution, or other Proceeding which but for the passing of this Act might have been brought or commenced by or against the *Wilts Company*, in relation to such Covenants, Conditions, Agreements, Liabilities, Debts, Charges, and Restrictions, may be brought or commenced by or against the *Great Western Company*.

Actions, &c.  
by and  
against Wilts  
Company  
not to abate.

VI. That any Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the *Wilts Company* previously to the passing of this Act shall not abate or be discontinued by this Act, but, on the contrary, shall continue and take effect both in favour

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of and against the *Great Western* Company, in the same Manner, to all Intents and Purposes, as, if this Act had not passed, the same would have continued and taken effect in favour of or against the *Wilts* Company; and it shall be lawful for the Court in which any such Action, Suit, Prosecution, or other Proceeding shall be pending, upon the Application in a summary Way of any of the Parties thereto, to cause the Name of the *Great Western* Company to be substituted for the Name of the *Wilts* Company, as Parties to such Action, Suit, Prosecution, or other Proceeding, and the Name of the *Great Western* Company shall, after any such Substitution, be used in such Action, Suit, Prosecution, or other Proceeding, in like Manner as if the *Great Western* Company had originally been Parties thereto instead of the *Wilts* Company.

VII. That, subject to the Provisions of this Act, and notwithstanding any Provision in any other Act contrary thereto, all such and the same Tolls, Rates, Charges, and Duties respectively authorized by the recited Acts relating to the *Wilts* Company, or any of them, as before the passing of this Act were payable, or, if this Act had not passed, would or might from Time to Time become payable to the *Wilts* Company, shall be and remain payable to the *Great Western* Company, and shall and may be demanded, collected, and recovered by that Company, in their own Name, by such Means and under such Restrictions and Regulations as, if this Act had not passed, such Tolls, Rates, or Duties were or might have been demanded, collected, and recovered by the said *Wilts* Company.

Tolls receivable by *Wilts* Company to be receivable by *Great Western* Company.

VIII. And whereas the Consideration for the Purchase by the *Great Western* Company of the Undertaking, Estates, Property, and Effects of the *Wilts* Company was a Grant made at the Time of the Completion of such Purchase by the *Great Western* Company to the *Wilts* Company of such fixed and contingent yearly Sums as by this Act are respectively made payable: Be it therefore enacted, That the *Great Western* Company, their Successors and Assigns (such Assigns including, for the Purposes of this Act, with respect to the yearly Sums, any and every Company with which that Company may hereafter be amalgamated), shall yearly, and every Year after the passing of this Act, well and truly pay unto every Person or Corporation who for the Time being shall be the registered Proprietor of any One or more of the Thirty thousand Shares of Fifty Pounds each in the Capital of the *Wilts* Company, One fixed Sum of Two Pounds for and in respect of every One such Fifty Pound Share held by him or them, and fully paid up, and after the Consolidation of the Shares into Stock shall make like Payments by way of Dividend on the *Wilts and Somerset* Railway Stock; provided that nothing herein contained shall prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any Shares or Stock in the *Great Western*

*Great Western* Company to pay fixed yearly Sums on Shares in *Wilts* Company.

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Railway which shall have been granted by the *Great Western Company* prior to the Date of the said Deed of Conveyance of the Undertaking of the *Wilts Company* to the *Great Western Company*.

Great Western Company to pay also contingent yearly Sums on Shares in Wilts Company.

IX. That in case and when and as often as at any Time or Times after the passing of this Act the clear Profits divided amongst all the Proprietors of Shares or Stock in the Capital of the *Great Western Company*, whether created under any now existing Acts of Parliament or any future Act or Acts, and whether for the Purpose of the present or any future Act or Acts, and whether for the Purpose of the present or any future Undertaking of that Company, except Shares and Stock on which respectively a fixed Rate of Interest or Dividends is or shall be guaranteed by that Company, exceed the yearly Rate of Eight Pounds in the Hundred on the Amount for the Time being paid up in respect of such Shares or Stock, but not in any other Event, that Company, their Successors and Assigns, shall also well and truly pay unto every Proprietor of Shares in the *Wilts Company*, or his Executors, Administrators, Successors, or Assigns, One further yearly Sum for and in respect of every One such Fifty Pound Share held by him, such contingent yearly Sums to be in every Case equal to a Dividend in the Proportion of Five Shillings on every such Fifty Pound Share for every One Pound in the Hundred which, over and above such yearly Rate of Eight Pounds in the Hundred, shall be so actually divided amongst the Proprietors of Shares or Stock in the Capital of the *Great Western Company*, and after the Consolidation of the Shares into Stock shall make like Payments by way of Dividend on the *Wilts and Somerset Railway Stock*.

Mode and Time of Payment of yearly Sums.

X. That every such yearly Sum or Dividend, whether fixed or contingent, shall be paid at the principal Office or Place of Business of the *Great Western Company* in or near *London* in net Money clear of all Deductions whatsoever, except any Income or Property Tax, or other Tax in the Nature thereof, legally chargeable thereon; and every such fixed yearly Sum or Dividend shall be paid to the registered Proprietors by equal half-yearly Payments up to the First Day of *January* and the First Day of *July* in every Year, within Twenty-one Days thereafter, the first of such half-yearly Payments to be made up to such One of those Days as shall happen next after the passing of the Act; and every Payment of such contingent yearly Sums or Dividends shall be made on the same Day as that on which such clear Profits over and above such yearly Rate of Eight Pounds in the Hundred shall be so actually divided amongst such Proprietors of Shares or Stock in the Capital of the *Great Western Company*.

Registers, &c. of Wilts Company to

XI. That the *Great Western Company* shall preserve and keep at the principal Office or Place of Business of that Company in or near *London*

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*London* all Certificates of Shares in the *Wilts* Company not delivered before the passing of this Act to the respective Proprietors thereof, and all Register Books, Transfer Books, and other Books, Papers, and Documents showing the Transmission of Shares in that Company, and the Proprietors thereof and the Titles thereto; and the *Great Western* Railway Company or the Directors thereof shall from Time to Time, for the Purposes of this Act, perform and observe the Provisions of the recited Acts relating to the Transfer of Shares or Stock in the *Wilts* Company which if that Company were not dissolved would be obligatory on that Company or the Directors thereof: Provided always, that the Period during which the Register of Transfers of Share or Stock in the *Wilts* Company may be closed shall be a Period not exceeding Seven Days immediately after the First Day of *January* and the First Day of *July* in every Year, and any Transfer made during that Time shall as between the *Great Western* Company and the Party claiming under the same, but not otherwise, be considered as made subsequently to the Day of *January* or *July*, as the Case may be, on which the said half-yearly Sums or Dividends shall become due.

be preserved  
by Great  
Western  
Company.

XII. That in case Default be made in Payment of the yearly Sums or Dividends, or any Part thereof respectively, for Twenty-one Days after any First Day of *January* or any First Day of *July* in any Year, and after Demand in Writing thereof made after such Twenty-one Days, the same and all Arrears thereof may and shall be recovered, with all Costs, Charges, and Expenses occasioned by any such Default, by Action, Plaint, or Suit in any Court of competent Jurisdiction, or by Distress on any Goods, Chattels, or Effects of the said *Great Western* Company, their Successors or Assigns, in the Nature of Distresses for Rents reserved on Leases for Years.

Remedies  
for Recovery  
of yearly  
Sums.

XIII. Provided always, That, without Prejudice to the Rights of the registered Proprietor of a Share not fully paid up in the *Wilts* Company to pay the same up in full, with all Interest due thereon, it shall not be obligatory on the *Great Western* Company to exercise or enforce, but that Company may from Time to Time release, any Right, Remedy, Claim, or Demand whatsoever, at Law or Equity, under this Act or otherwise, upon or against any Person whomsoever, for or with respect to the compelling Payment of any Sum of Money secured or payable to the *Wilts* Company, or to any Person on their Behalf, and which, if this Act had not passed, might have been or have become payable to or recoverable on account of that Company, and such Release shall be effectual to all Intents and Purposes.

Power to  
Great West-  
ern Company  
not to enforce  
Demands.

XIV. That in case at any Time after the passing of this Act the *Great Western* Company, under the Authority of any Act or Acts passed after the Twenty-eighth Day of *April* One thousand eight hundred and forty-five, or hereafter to be passed, raise by the Creation

*Wilts* Propri-  
etors to have  
Option of  
taking new  
Shares and  
Stock here-  
of

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after issued  
by Great  
Western  
Company.

of new Shares or Stock any Capital by such Act or Acts authorized to be raised, and not already raised, then and in every such Case the Sum from Time to Time so to be raised shall be divided into Shares or Stock of such an Amount as will conveniently allow the same to be apportioned among the then Proprietors of Shares in the *Wilts* Company fully paid up and the then Shareholders or Stockholders in the *Great Western* Company in proportion to their Shares and Shares or Stock respectively, and such new Shares shall be offered to such then Proprietors and Shareholders or Stockholders respectively in such Proportion, and such Offer shall be made by Letter under the Hand of the Secretary, given to or sent by Post addressed to every Proprietor and Shareholder or Stockholder according to his Address in the Books of that Company, or left at his usual or last Place of Abode.

Wilts Propri-  
etors Pro-  
portion of  
new Shares  
and Stock.

XV. That the Proportion in which any new Shares or Stock shall be offered to the Proprietors of Shares in the *Wilts* Company shall be according to the Proportion which the Shares in the Capital of the *Wilts* Company bear to the entire Capital for the Time being of the *Great Western* Company at what Times soever, and for what Purposes soever created, except only such Part, if any, of the Capital of the *Great Western* Company as for the Time being does not entitle the Holders thereof, as such Holders, to require an Offer of Part of such new Shares or Stock to be made to them.

Wilts Propri-  
etors Option  
not to extend  
to Shares cre-  
ated for Pur-  
chase of Un-  
dertakings.

XVI. Provided always, That in case the *Great Western* Company at any Time hereafter shall create any new Shares or Stock for the Purpose of appropriating or issuing the same to any Company or Persons as the Consideration or Part of the Consideration for the Purchase by the *Great Western* Company of all or any Part of or any Interest in the Undertaking of any other Company, or on the Union or Amalgamation of all or any Part of any Undertaking with the Undertaking of the *Great Western* Company, then and in every such Case it shall not be obligatory on the *Great Western* Company to offer any of the new Shares or Stock created for such Purpose to the Proprietors of Shares in the *Wilts* Company.

Shares to  
vest in Parties  
accepting,  
or otherwise  
to be dis-  
posed of by  
Directors.

XVII. That the new Shares so offered shall vest in and belong to the Proprietors of Shares in the *Wilts* Company and Shareholders or Stockholders respectively in the *Great Western* Company who shall accept the same, and pay to the *Great Western* Company, at the Time and by the Instalments which shall be fixed by that Company, the Value thereof; and if any Proprietor or Shareholder or Stockholder fail for One Month after such Offer of new Shares to accept the same, and pay the Instalments called for in respect thereof, the Directors may dispose of such Shares in such Manner as they deem most for the Advantage of the *Great Western* Company.

XVIII. Pro-



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XVIII. Provided always, That, as between the *Great Western Company* and the Proprietors of Shares in the *Wilts Company*, the *Great Western Company* shall at all Times have full Power, without any Right of Interference on the Part of the said Proprietors or any of them, to appropriate or issue any Shares or Stock to any other Company, or the Shareholders therein, or to any other Persons whomsoever, or to exchange or convert any Shares or Stock in any other Company for or into Shares or Stock in the *Great Western Company*, or to make, enter into, or carry out any Arrangements or Agreements for the Purchase of any other Undertaking, or for the Union or Amalgamation of any other Undertaking with that of the *Great Western Company*, upon such Terms, and subject to such Conditions, and in such Manner in all respects as the *Great Western Company* shall think fit.

Wilts Proprietors not to interfere with Arrangements between Great Western Company and other Companies.

XIX. Provided always, That this Act or anything therein contained shall not authorize the Proprietors of Shares in the *Wilts Company* or any of them to vote at any Meeting of the *Great Western Company*, nor authorize them in any Manner to interfere with, regulate, or control the Affairs or Concerns of that Company, or the Management, Disposal, or Application of the Capital or Income thereof, otherwise than so far as may be necessary for the Purpose of ascertaining the Amount of Capital on which that Company are for the Time being paying Dividends, and the Amount of Dividend for the Time being divided.

Wilts Proprietors not to interfere with Affairs of Great Western Company, except to ascertain Amount of Capital, &c.

XX. That the said Agreement bearing Date the Twelfth Day of *February* One thousand eight hundred and fifty-one, between the *Gloucester Company* of the One Part, and the *Great Western Company* of the other Part, and any Lease which may, either before or after the passing of this Act, be granted and made, in pursuance thereof and in conformity therewith, of the Undertaking of the *Gloucester Company* to the *Great Western Company*, shall be binding upon the *Gloucester Company* and upon the *Great Western Company*; provided that it shall be lawful for the said Companies from Time to Time, with the Consent and Approbation of Three Fifths at least of the Proprietors of such Companies respectively present personally or by Proxy at a Meeting of each of such Companies specially convened for the Purpose, to make such Alterations in the Terms, Conditions, and Covenants contained in the said Agreement, or in any Lease to be granted and made in pursuance thereof, and such Alterations in the Rent thereby reserved, as may be mutually agreed upon, and as may be approved by the Commissioners of Railways.

Agreement between the Gloucester Company and the Great Western Company for Lease of Gloucester Railway, &c. confirmed.

XXI. That the said Agreement bearing Date the Twenty-ninth Day of *March* One thousand eight hundred and fifty-one, between the *South Wales Company* of the One Part and the *Great Western Company*

Agreement between South Wales Company and Great

[Local.]

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Company

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Western  
Company for  
Lease of  
South Wales  
Railway, &c.  
confirmed.

Company of the other Part, and any Lease which may, either before or after the passing of this Act, be granted and made in pursuance thereof and in conformity therewith, shall be binding upon the *South Wales* Company and upon the *Great Western* Company, and all other Agreements and Arrangements which at the Time of making such Agreement were subsisting between the said Two Companies in relation to the Lease or working of the *South Wales* Railway by the *Great Western* Company shall be deemed to be determined and put an end to; provided that it shall be lawful for the said Companies from Time to Time, with the Consent and Approbation of Three Fifths at the least of the Proprietors of such Companies respectively present personally or by Proxy at a Meeting of each of such Companies specially convened for the Purpose, to make such Alterations in the Terms, Conditions, and Covenants contained in the said Agreement, or in any Lease to be granted and made in pursuance thereof, and such Alterations in the Rent thereby reserved, as may be mutually agreed upon, and as may be approved by the Commissioners of Railways.

Certain  
Clauses of  
8 & 9 Vict.  
c. 20. to apply  
to the Rail-  
ways belong-  
ing or un-  
der Lease to  
Great West-  
ern Com-  
pany.

XXII. That the following Sections of the Railways Clauses Consolidation Act, 1845, shall apply to the Railways from Time to Time belonging to, vested in, or leased to the *Great Western* Company; that is to say, the Section numbered 98; also the Section numbered 99; also the Section numbered 100; also the Section numbered 101; also the Section numbered 102.

Provisions  
of 8 & 9 Vict.  
c. 16. with  
respect to the  
keeping and  
Inspection of  
Accounts to  
form Part of  
this Act.

XXIII. That the Provisions of the Companies Clauses Consolidation Act, 1845, with respect to the keeping of Accounts, and the Right of Inspection thereof by the Shareholders, and with respect to the Provisions to be made for affording Access to the Special Act, shall be incorporated with and form Part of this Act, and shall apply to the *Great Western* Railway Company; and the Expression "Special Act" shall mean this Act, and every other Act constituting or enlarging, amending or altering, the Powers of the *Great Western* Railway Company: Provided nevertheless, that such Right of Inspection shall not be used or exercised in any Case by or on behalf of any Shareholder who may be at the Time prosecuting any Action, Suit, or Proceeding instituted against the Company, nor shall any Agent or Person acting on behalf of any Party prosecuting any such Action or Suit become entitled to such Right of Inspection by reason of being or becoming a registered Shareholder in the said Company.

Proviso.

Power to  
build an  
Hotel near  
the Padding-  
ton Station.

XXIV. Whereas an Hotel, with Refreshment Rooms, Dormitories, Stables, and other Conveniences, in the immediate Neighbourhood of the *Paddington* Station of the *Great Western* Railway, and to be in connexion therewith, would be of great Advantage, and afford Accommodation which is much needed by the Public, and it is desirable that

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that the same should be authorized, and placed under the Control and Regulations of the *Great Western Company*: And whereas at a Special Meeting of the Proprietors of the said Company held on the Thirteenth Day of *February* last Resolutions were unanimously passed approving of the Erection of such Hotel and Premises, and enabling the Directors to arrange for the same: Be it enacted, That it shall be lawful for the said Company to appropriate such Portion of Land purchased or leased by them at or near the *Paddington* Station as they shall think proper, and as may conveniently be spared for such Purposes, for the Construction thereon of an Hotel, with Refreshment Rooms, Dormitories, Stables, and other Conveniences, and either to construct such Hotel and Premises themselves, or to make such Arrangements for the Construction thereof with any other Person or Persons, by Demise or Lease of the Land to be appropriated to the Purpose, or otherwise, as they may think fit; and it shall be lawful for the said Company from Time to Time to demise the said Hotel and Premises, when built, for such Rent and upon such Terms and Conditions as they shall think proper.

XXV. That, for enabling the said Company to raise Money for the Purpose of building and completing such Hotel and Premises, it shall be lawful for them to borrow on Mortgage thereof, including the Land so to be appropriated for the Construction thereof, any Sum or Sums of Money not exceeding in the whole the Sum of Fifty thousand Pounds, and, as a further Security, to guarantee, out of the Rents of the said Hotel and of the Revenues of the said Company, or either, to the Person or Persons advancing such Sum or Sums, the Repayment of the Principal Sum, together with Interest, either by Instalments or by single Payment, in such Manner as may be agreed upon between the said Company and such Person or Persons respectively.

Power to raise Money for building the Hotel.

XXVI. That it shall not be lawful for the *Great Western Company*, the *Wilts Company*, the *Gloucester Company*, or the *South Wales Company*, out of any Money by any existing Act relating to either of the said Companies authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing either of the said Companies to construct any Railway or execute any other Work or Undertaking.

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

XXVII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty; intituled *An Act to provide for the Conveyance of the Mails by Railways*; and another Act was passed in the Fourth Year of the Reign of Her Majesty, intituled *An Act*

Railway to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97.,

for

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5 & 6 Vict.  
c. 55.,  
7 & 8 Vict.  
c. 85., and  
9 & 10 Vict.  
cc. 57. & 105.

*for regulating Railways; and another Act was passed in the Sixth Year of the Reign of Her Majesty, intituled An Act for the better Regulation of Railways, and for the Conveyance of Troops; and another Act was passed in the Eighth Year of the Reign of Her Majesty, intituled An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways; and Two other Acts were passed in the Session of Parliament holden in the Ninth and Tenth Years of the Reign of Her Majesty, the One intituled An Act for regulating the Gauge of Railways, and the other intituled An Act for constituting Commissioners of Railways: Be it enacted, That nothing in this Act contained shall be held to exempt the Railways of the Great Western Company, of the Wilts Company, of the Gloucester Company, or of the South Wales Company, or the said Companies, or any or either of them, from the Provisions of such Acts respectively, but such Provisions shall be in force in respect to such Railways and Companies respectively, so far as the same are applicable thereto.*

Railway not  
exempt from  
Provisions of  
future Gene-  
ral Acts.

XXVIII. That nothing herein contained shall be deemed or construed to exempt the Railways by the said recited Acts authorized to be made from the Provisions of any General Act relating to such Acts, or 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 the said recited Acts or any of them.

Expenses  
of Act.

XXIX. That all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be borne and paid by the *Great Western Company*.

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