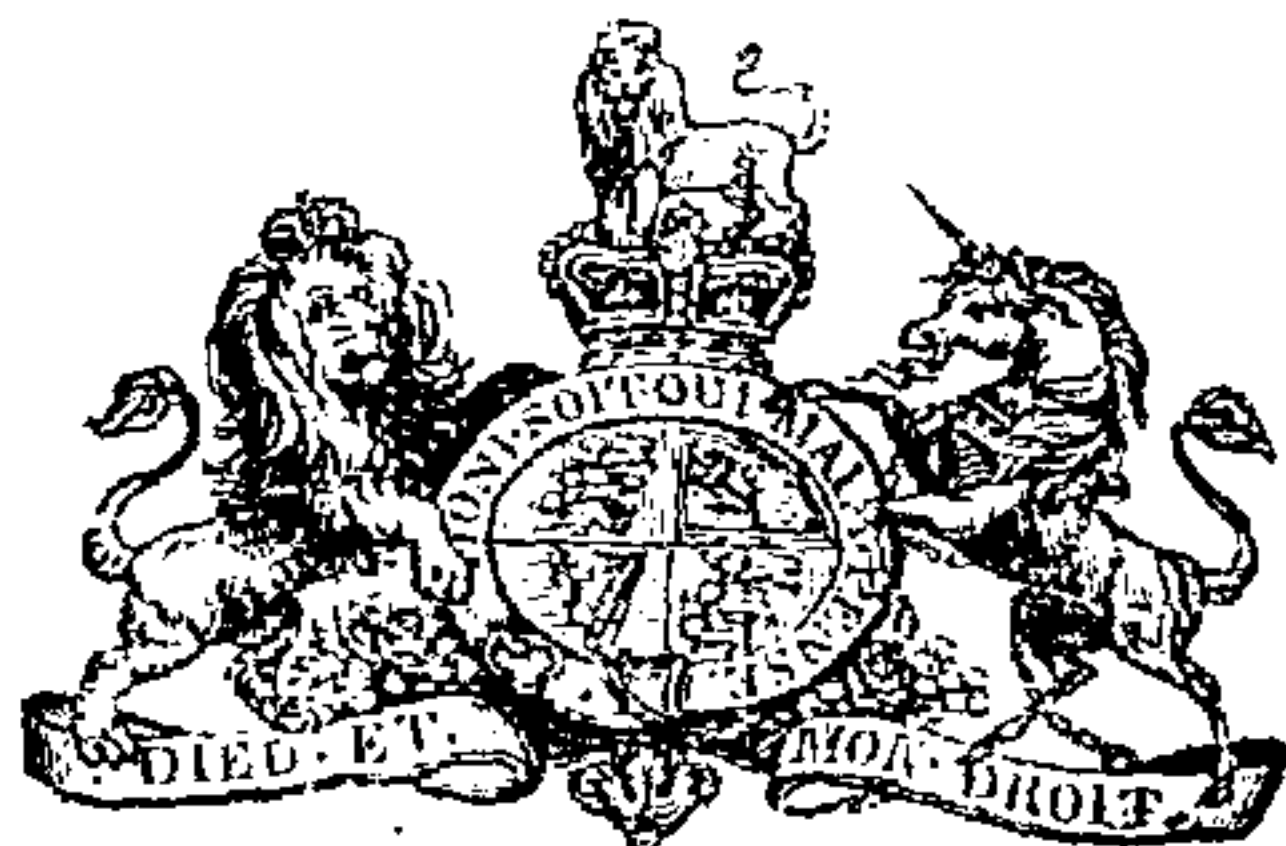


[44 & 45 VICT.]

*Swindon and Cheltenham
Extension Railway Act, 1881.*

[Ch. cxlvi.]



CHAPTER cxlvi.

An Act for making a railway between Swindon and Cheltenham, and for other purposes. [18th July 1881.] A.D. 1881.

WHEREAS the making and maintaining of a railway from Swindon to near Cheltenham, with a branch to Fairford, in the counties of Wilts and Gloucester, would be of public and local advantage :

And whereas the persons in this Act named, with others, are willing at their own expense to construct the railways, and are desirous of being incorporated into a Company for the purpose :

And whereas it is expedient that such arrangements should be authorised and such powers conferred with reference to other undertakings and Companies as are herein-after provided :

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

And whereas the objects of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty, that it may be enacted, and be it enacted, by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled, and by the authority of the same, as follows :

1. This Act may be cited as the Swindon and Cheltenham Extension Railway Act 1881. Short title.

2. The Companies Clauses Consolidation Act 1845, Part I. (relating to cancellation and surrender of shares) and Part III. Incorporation of general Acts.

[Local.-146.]

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A.D. 1881.

8 & 9 Vict.

c. 16.

26 & 27 Vict.

c. 118.

8 & 9 Vict.

c. 18.

23 & 24 Vict.

c. 106.

32 & 33 Vict.

c. 18.

8 & 9 Vict.

c. 20.

26 & 27 Vict.

c. 92.

Interpreta-
tion of terms.

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

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

Company
incorporated.

4. The Right Honourable Allen Alexander, Earl Bathurst, Ambrose Lethbridge Goddard, Frederick Cripps, Edmond William Cripps, William Cole, William Alexander, Robert Allen, Edward Clare Sewell, William Flux, John Beattie, Herbert John Marshall and James Edward Bowly, and all persons and corporations who have already subscribed to, or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, or assigns, respectively, shall be and are hereby united into a company for the purpose of making and maintaining the railways, and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Swindon and Cheltenham Extension Railway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to
make rail-
ways.

5. Subject to the provisions of this Act the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railways herein-after described,

with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans, and described in the deposited books of reference, as may be required for that purpose. The railways herein-before referred to and authorised by this Act are—

A.D. 1881.

- (1.) Railway No. 1, 27 miles 6 furlongs 0.70 chains in length, commencing in the parish of Swindon, in the county of Wilts, by a junction with the Swindon Marlborough and Andover Railway, at a point thereon nine hundred and two yards or thereabouts, measuring in a south-westerly direction along the centre line of that railway as now constructed, from the junction of that railway with the Great Western Railway (main line) at or near the bridge carrying the Great Western Railway (main line) over the disturnpiked road leading from Swindon to Wootton Bassett, and terminating by a junction with the Banbury and Cheltenham Direct Railway, in the parish of Dowdeswell, in the county of Gloucester, at a point one hundred and seventy-six yards or thereabouts, measuring in a westerly direction along the centre line of that railway, from the western side of the signal cabin at or near the Andoversford Station of the Banbury and Cheltenham Direct Railway;
- (2.) Railway No. 2, 7 miles 6 furlongs 6.30 chains in length, commencing in the parish of Preston, by a junction with the Railway No. 1 in a field abutting on the road leading from Cirencester to Fairford, and numbered 55 on the Ordnance parish map (of $\frac{1}{25000}$ scale), at a point in that field two hundred yards or thereabouts, measuring in a southerly direction along the eastern road fence of Kingshill Lane from the junction of that lane with the said road from Cirencester to Fairford, and terminating in the parish of Fairford by a junction with the East Gloucestershire Railway at the termination of that railway, at a point opposite the western end of the engine-shed at the termination of that railway;
- (3.) Railway No. 3, 3 furlongs 7.60 chains in length, wholly in the county of Wilts, commencing in the parish of Lydiard Tregooze, by a junction with the Railway No. 1, in a field belonging or reputed to belong to the Sutton Charterhouse Commissioners, and in the occupation of Richard Strange, at a point two hundred and twenty yards or thereabouts, measuring in a north-easterly direction, from the north end of the farm buildings abutting on the road from Swindon to Purton,

A.D. 1881.

belonging or reputed to belong to the said Sutton Charterhouse Commissioners, and in the occupation of the said Richard Strange, and terminating in the parish of Swindon by a junction with the Great Western Railway (main line) at a point opposite the mile or distance-post denoting the distance of seventy-eight miles from London.

Protection
of Thames
and Severn
Canal Com-
pany.

6. Whereas the railway is intended to be carried across the Thames and Severn Canal Navigation in the parish of Siddington, in the county of Gloucester, at or near the half-mile stone adjoining the said navigation marked "Walbridge $15\frac{1}{2}$ miles," "Ingleham $13\frac{1}{4}$ miles," and to pass for several miles within a short distance of the said canal, therefore the following provisions shall have effect:—

- (1.) Nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the rights, privileges, powers, or authorities vested in the company of proprietors of the said navigation (in this section referred to as "the Canal Company") or authorise or empower the Company to alter the line or level of the said navigation, or the towing-path thereof, or any part or parts thereof respectively, or to obstruct the full and free use of the said navigation, or any part thereof, or to divert any of the waters therein, or which may be taken for the use of or which now supply the said navigation, or to injure any of the works of the said navigation, and the company shall not make any deviation from the course or direction of the railway beyond the limits of deviation delineated on the deposited plans without the previous consent in writing of the Canal Company;
- (2.) The railway shall be carried across the said navigation by means of a girder bridge, not less than twenty-five feet in clear span, with a headway of not less than nine feet above the ordinary water level of the said navigation; but such bridge shall not be immediately over either of the locks, or within seventy-five feet of any part of the lock gates, and the Company shall and they are hereby required at their own expense at all times to maintain and keep in good and substantial repair the said bridge;
- (3.) The work shall be done to the reasonable satisfaction of the engineer of the Canal Company;
- (4.) If by reason or in execution of any of the works by this Act authorised, or by reason of the bad state of repair of the said bridge, or if by any act or omission of the Company, or any of their agents, servants, or workmen, the waterway of the said navigation or the towing path thereof shall be obstructed so

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that boats, barges, or other vessels navigating or using the same cannot pass, or shall be impeded in passing along the same, then and in any or either of the said cases the Company shall pay to the Canal Company, as or by way of ascertained damages, the sum of ten pounds for every twenty-four hours during which such obstruction shall continue on the said navigation, and so in proportion for any less time than twenty-four hours, and in default of payment of the said sum, or such proportion thereof as shall become due on demand made of or from the Company, the Canal Company may recover the same with full costs of suit in any court of competent jurisdiction, and in case the said bridge across the said navigation or any part thereof, or the approaches, sides, slopes, or banks of the railway next the said navigation or any of them, or any part thereof respectively, shall not be kept in good and substantial repair after one month's notice in writing by the Canal Company to the Company, the Canal Company may execute the needful repairs and recover the amount of the expenses from the Company with full costs of suit in any court of competent jurisdiction.

- (5.) If any difference arise between the Company and the Canal Company touching anything to be done or not to be done, or the amount of any moneys to be paid under the provisions of this section by the Company to the Canal Company (other than the sums to be paid by the Company to the Canal Company as or by way of liquidated or special damages or compensation), such difference shall be settled by an engineer to be appointed (unless otherwise agreed on) on the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers.

7. For the protection of the Wilts and Berks Canal Company (in this section referred to as "the Canal Company") the following provisions shall have effect, that is to say:—

Protection
of Wilts
and Berks
Canal Com-
pany.

- (1.) Except as is by this section provided, the Company shall not, otherwise than by agreement, enter upon, take, use, or interfere with any part of the Wilts and Berks Canal (in this section referred to as "the canal") or of the towing-paths, locks, lay-bys, or works connected with the Canal, or any land belonging to the Canal Company;
- (2.) The Canal Company shall at their option either grant to the Company the perpetual easement or right of using, or else sell to the Company the fee simple and inheritance of such of the lands belonging to the Canal Company as it shall be necessary

A.D. 1881.

- for the Company to enter upon, take, use, or interfere with, for the purposes of making and maintaining the works by which the railway is to be carried over the canal and lands of the Canal Company, and which, but for this section, the Company might purchase and take. Provided that if the Canal Company do not within fourteen days after the request in writing of the Company in that behalf left at the registered office of the Canal Company exercise such option, the Company may enter upon, take, and use such lands under and subject to the provisions of the Lands Clauses Consolidation Act 1845 ;
- (3.) Subject to the provisions of this section the Company shall not, without (or otherwise than in accordance with) the previous consent of the Canal Company under their common seal, alter the line, level, or width of the canal or of the towing-path thereof, or obstruct or impede the navigation of the canal, or the use of the said towing path, or divert, intercept, cut off, allow to escape; take, use, or lessen any of the waters therein, or otherwise damage or prejudice any of the works of the Canal Company ;
- (4.) The railway shall be carried across the canal near Elbrow Bridge by a girder bridge, the clear opening or span of which shall be not less than twenty-one feet between the abutments, with a clear headway of not less than eight feet above the present level of the towing-path ;
- (5.) At the point where the railway will cross the Cricklade tunnel of the canal the Company shall strengthen the said tunnel (without diminishing the waterway or headway of the canal therein) so as to render the same secure against the superincumbent weight to be placed thereon by reason of the works executed thereover by the Company ; and the Company shall at all times hereafter indemnify the Canal Company from and against all damage, injury, or loss by reason of the user of the railway over the said tunnel ;
- (6.) The said bridge and the strengthening of the said tunnel shall be completed within six months after the day on which the same shall have been respectively commenced ;
- (7.) All works done under the powers of this Act which in any way affect the canal or the towing-path or works connected therewith respectively shall be done in accordance with plans, sections, and specifications to be in every case submitted to the engineer, architect, or surveyor of the Canal Company before the commencement of such works for his reasonable approval : Provided, that if such engineer, architect, or surveyor shall not

- have expressed his approval or disapproval of the said plans, sections, and specifications, with such reasonable modifications as he may deem necessary, within one month after the same shall have been submitted to him he shall be deemed to have approved thereof; and all such works and all future repairs shall be carried on and completed under his superintendence and to his reasonable satisfaction, but at the sole cost and risk of the Company in all things, and the Company shall pay to the Canal Company the reasonable costs of such superintendence;
- (8.) If and whenever during the progress or maintenance of the works by this Act authorised, or if by reason of the subsequent user of the railway any damage or injury be caused to the canal or to the towing-path thereof, or to the water supply thereof, or works connected therewith respectively, the Company shall forthwith restore the same respectively to the same state and condition as before the happening of such damage or injury, and if the Company fail for seven days after notice in writing to them by the Canal Company so to do, the Canal Company may execute such works as may be necessary to remedy such damage or injury, and recover the reasonable cost thereof with full costs of suit from the Company in any court of competent jurisdiction;
- (9.) If and whenever during or by reason of the execution, maintenance, or want of repair of any works by this Act authorised, or by any act, neglect, or default of the Company, their agents or contractors, or their respective servants, the navigation of the canal or the passage along the towing-path be stopped, or be so obstructed or interfered with as that boats or barges navigating the canal with their accustomed loads or horses towing the same be impeded or delayed in their passage, or prevented passing uninterruptedly along the canal or towing-path, the Company shall pay to the Canal Company as liquidated damages ten pounds for every twenty-four hours during which such obstruction, interference, or impediment shall continue, and so in proportion for any less period than twenty-four hours:
- (10.) Nothing in this section shall extend to prejudice any right of the Canal Company to recover from the Company damages for any injury not provided for by the last preceding subsection, or to prevent any other company or person from recovering from the Company any compensation for damage that may be sustained by him or them on account of any act, neglect, or default of the Company, their agents, or contractors, or their respective

A.D. 1881.

servants, or by reason of any failure or want of repair of any works authorised by this Act ;

- (11.) All moneys payable by the Company to the Canal Company may be recovered by the Canal Company with full costs of suit in any court of competent jurisdiction ;
- (12.) If any difference arise between the Company and the Canal Company touching anything to be done or not to be done, or the amount of any moneys to be paid under the provisions of this section by the Company to the Canal Company (other than the sums to be paid by the Company to the Canal Company as or by way of liquidated or special damages or compensation), such difference shall be settled by an engineer to be appointed (unless otherwise agreed on) on the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers ;
- (13.) Except as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, alter, or affect any of the estates, rights, interests, powers, and privileges of the Canal Company.

Protection of
Great
Western
Company.

Company not
to enter on
lands of
Great West-
ern Company
until plans
of works
affecting
that com-
pany ap-
proved.

8. For the protection of the Great Western Company the following provisions shall have effect (that is to say) :—

- (1.) The Company shall not enter upon or interfere with the railway of the Great Western Company, or any of the lands or works of that company, or execute any works whatever under, over, or affecting the same, until the Company shall have delivered to the Great Western Company plans and drawings of such intended works, and those plans and drawings shall have been approved in writing by the principal engineer for the time being of the Great Western Company, or in the event of his failure for fourteen days after the delivery of the plans and drawings until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade, and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer for the time being of the Great Western Company, or in case of difference by an engineer to be appointed by the Board of Trade ;
- (2.) In constructing the railways or either of them through or over the land and property of the Great Western Company the Company shall not deviate from the centre line shown on the deposited plans where Railway No. 1 crosses the railways of the Great Western Company to a greater extent than one

Construction
of railways
on lands
of Great
Western
Company.

hundred feet on either side of the centre line without the previous consent in writing of that Company under their common seal, and the said Railway No. 1 where the same is intended to cross the main line to Bristol of the Great Western Railway shall be carried over that railway and works by means of a bridge of one span of not less than seventy-five feet on the square, and a headway of not less than sixteen feet, and the Great Western Company may at any time or times hereafter, upon giving one month's notice to the Company of their intention to do so, and without being required to pay any sum of money for the easement which may be required for the purpose construct and thereafter maintain an additional opening or openings under the railway at any point they think proper near or adjacent to the said bridge, for the purpose of carrying additional lines of rails under the railway but so as not to injuriously interfere with or obstruct the working of traffic on the railway, and the said Railway No. 1 shall be carried under the main line to Gloucester of the Great Western Railway by an archway or bridge of not less than thirty feet in width between the parapets, and the Company shall within six months of being required to do so by the Great Western Company construct and completely finish at their own expense, and hand over to the Great Western Company, for the free and uninterrupted use of that company, an extension of the said archway or bridge upon one or both sides thereof as may be required by the Great Western Company, such extension to be in the aggregate of sufficient width to carry two additional lines of rails with such spaces between them or between the additional lines and the existing lines as the Great Western Company may require, and the Great Western Company may at any time or times hereafter upon giving one month's notice to the Company, and without being required to pay any sum of money by way of acknowledgment for the easement which may be required for the purpose, construct, and thereafter maintain at their own expense any further additional extensions of the said bridge to such extent as may be necessary to enable them to carry any number of additional lines of rails over the railways, and such crossings of the said railways of the Great Western Company shall be effected in such a manner as not to injure the stability of the railways and works of the Great Western Company or of the Company in any way whatever;

- (3.) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment

Company to
pay to Great
Western

A.D. 1881.

Company
expenses of
watchmen
during con-
struction of
works.

by them during the making of the railways over, under, and adjacent to the Great Western Company's said railways of a sufficient number of inspectors, signalmen, or watchmen to be appointed by them for watching the railways and works, and the conduct of the traffic thereon with reference to and during the execution of the intended works, and for preventing as far as may be all interference, obstruction, danger, and accident from any of the operations, or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise ;

Bridge
carrying
Railway
No.1 to be
property
of Great
Western
Company.

(4.) The archway or bridge, and any extensions thereof constructed by the Company, and the incidental works connected therewith for carrying Railway No. 1 under the main line to Gloucester of the Great Western Railway, shall from and after the completion, and subject and without prejudice to the duty and obligation of the Company for ever thereafter at their own expense to uphold and maintain the same in good and sufficient repair, and otherwise in respect thereof, be the property of the Great Western Company, and be deemed part of the structure of their said main line to Gloucester ;

Damages
sustained
by Great
Western
Company
to be repaid.

(5.) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Great Western Company all losses, costs, damages, and expenses which may be occasioned to them, or any of their works or property, or to the traffic on their railways, or to any company or persons using the same, or otherwise during the execution or renewal, or by reason of the failure of any of the intended works, or of any act, default, or omission of the Company, or of any person in their employ, or of their contractors or otherwise, and the Company shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure, and of any such act, default, or omission ;

Maintenance
of works
affecting
railways
of Great
Western
Company.

(6.) The Company or the Great Western Company, as the case may be, shall, at their sole expense, and at all times, maintain the bridges and other works and any extensions thereof constructed by them respectively by which the said Railway No. 1 shall be carried over the main line to Bristol of the Great Western Company, and under the main line to Gloucester of that company, in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of the Great Western Company, or of the Company, as the case may be, and if and whenever

A.D. 1881.

either company fail so to do after one month's notice from the other company, or in case of urgency, the other company may make and do in and upon as well the land of the company in default as their own lands all such works and things as may be requisite in that behalf for ensuring such repair, and the sum from time to time certified by the engineer of the company executing the work to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the company in default, and in default of full repayment the amount due may be recovered with full costs by the company executing the work from the company in default in any court of competent jurisdiction ;

(7.) In constructing the railways the Company shall not unnecessarily obstruct or interfere with the traffic passing along the railways of the Great Western Company, and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said railways, or either of them, so as to impede or prevent the convenient passage of engines and carriages along the same, the Company shall pay to the Great Western Company the sum of fifty pounds per hour during which any such obstruction or interference shall continue ;

Traffic on
railways
of Great
Western
Company
not to be
interfered
with.

(8.) Except for the purposes of the crossings of Railway No. 1, and for the junction of Railway No. 3 with the main line to Bristol of the Great Western Railway, the Company shall not take or acquire any rights over any land of the Great Western Company, and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use, either temporarily or permanently, any of the lands of the Great Western Company, or to alter, vary, or interfere with the railways, or either of them, of that Company, or with any of the works thereof, further or otherwise than is necessary for the construction and maintenance of the railways by this Act authorised, without the consent in writing, in every instance, for that purpose first had and obtained of the Great Western Company under their common seal, and with respect to any lands of the Great Western Company, which the Company are by this Act from time to time authorised to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the Great Western Company shall sell or grant, accordingly, an easement or right of using the same in perpetuity for the purposes for which, but for this enactment, the Company might purchase and take the same ;

No land
of Great
Western
Company
to be taken
except for
certain
works.

A.D. 1881.
—
Arbitration.

(9.) If any dispute shall arise between the Great Western Company and the company respecting the matters and provisions aforesaid, or any of them, such dispute shall be settled by an arbitrator, to be agreed upon between the parties, or in case of difference to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers in London, the costs of such arbitration to be in the discretion of such arbitrator;

Saving rights of Great Western Company.

(10.) Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, or powers of the Great Western Company otherwise than is by this Act expressly provided.

Protection of Banbury and Cheltenham Direct and East Gloucestershire Railway Companies.

9. Notwithstanding anything herein contained it shall not be lawful for the Company, nor for any person acting under or in execution of this Act, to enter upon, occupy, or use, either permanently or temporarily, any of the lands, works, or property of the Banbury and Cheltenham Direct, or the East Gloucestershire Railway Companies, or in any manner to alter, vary, or interfere with the railways of those companies, or of either of them, or the works of or connected therewith, without the consent of the said companies respectively, as the case may be, and of the Great Western Company so long as that company continues to work the said railway or railways, as the case may be, under their respective common seals, save only for the purposes of effecting the junctions by this Act authorised.

Capital.

10. The capital of the Company shall be four hundred and fifty thousand pounds, in forty-five thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid.

11. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person accepting the same, unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

Calls.

12. One-fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls, and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in cases of persons not sui juris.

13. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow.

14. The Company may, in respect of the capital of four hundred and fifty thousand pounds, which they are by this Act authorised to raise, from time to time borrow on mortgage any sum not exceeding

A.D. 1881.

in the whole one hundred and fifty thousand pounds, in manner following (that is to say) : In respect of every sum of one hundred and fifty thousand pounds of such capital of four hundred and fifty thousand pounds any sum not exceeding in the whole fifty thousand pounds, but no part of any such several sums of fifty thousand pounds shall be borrowed until shares for so much of the respective portion of capital in respect of which any sum is authorised to be borrowed are issued and accepted and one-half thereof is paid up, and the Company 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 the whole of such respective portion of capital have been issued and accepted, and that one-half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such respective portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also, that such persons or corporations, or their executors, administrators, successors or assigns, are legally liable for the same. Upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

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

Appointment
of a receiver.

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

Debenture
stock.

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

Application
of moneys.

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First
ordinary
meeting.

18. The first ordinary meeting of the Company shall be held within one month after the passing of this Act.

Number of
directors.

19. The number of directors shall be seven, but the Company may from time to time reduce the number, provided that the number be not less than three.

Qualification
of directors.

20. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum.

21. The quorum of a meeting of directors shall be four, but if the number of directors be reduced to three the quorum shall be two.

First
directors.

22. Ambrose Lethbridge Goddard, John Beattie, Edmond William Cripps, Herbert John Marshall, William Flux, and two other duly qualified persons to be nominated by them, and consenting to such nomination, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or nominated as aforesaid, or any of them, or may elect a new body of directors or directors to supply the places of those not continued in office, the directors appointed by this Act, or nominated as aforesaid, being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation Act 1845; and the several persons elected at any such meeting, being neither removed nor disqualified, nor having resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for
extra-
ordinary
purposes.

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

Period for
compulsory
purchase of
lands.

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

Power to
cross a cer-
tain road on
the level.

25. Subject to the provisions of the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level, the Company may, in the construction of the railway, carry the same with a single line only,

whilst the railway shall consist of a single line, and afterwards with a double line only, across and on the level of the road next herein-after mentioned (that is to say) : A.D. 1881.

No. on deposited Plan.	Parish.	Description of Road.
37a	Withington - - -	Public road.

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

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
18	Swindon - - -	Disturnpiked road - - -	16 feet	25 feet.
37	Cricklade - - -	Disturnpiked road - - -	16 "	25 "
99	South Cerney - - -	Highway - - -	15 "	20 "
33	Siddington - - -	Highway - - -	15 "	20 "
12	Cirencester - - -	Highway - - -	15 "	20 "
100	Cirencester - - -	Highway - - -	15 "	20 "
16a	Withington - - -	Public road - - -	15 "	20 "
7	Harnhill - - -	Public road - - -	15 "	20 "
7	Ampney Saint Peter, or Easington.	Public road - - -	15 "	20 "
19	Ampney Saint Peter, or Easington.	Public road - - -	15 "	20 "
9	Poulton - - -	Public road - - -	15 "	20 "
14	Fairford - - -	Disturnpiked road - - -	16 "	25 "
20	Fairford - - -	Public road - - -	15 "	20 "

27. The Company may make the roadway over the bridges by which the following roads will be carried over the railway of such width between the fences thereof as the Company think fit, not being less than the respective widths herein-after mentioned in connection therewith respectively (that is to say) : Width of certain roadways.

No. on deposited Plan.	Parish.	Description of Road.	Width of Roadway.
9	Rodbourne Cheney - - -	Public road - - -	18 feet.
6	Purton - - -	Public highway - - -	15 "
8	Cricklade - - -	Public highway - - -	15 "
87	Cricklade Saint Sampson	Disturnpiked road - - -	25 "

A.D. 1881.

No on deposited Plan.	Parish.	Description of Road.	Width of Roadway.
81	Cricklade Saint Sampson	Public highway - -	15 feet.
32	South Cerney - -	Public highway - -	18 "
50	South Cerney - -	Public highway - -	18 "
67	South Cerney - -	Public highway - -	18 "
88	South Cerney - -	Public highway - -	18 "
1	Preston - -	Public highway - -	18 "
15a	Bannton - -	Public highway - -	18 "
8	North Cerney - -	Public highway - -	18 "
14	Chedworth - -	Public highway - -	18 "
19	Chedworth - -	Public highway - -	18 "
36	Chedworth - -	Public highway - -	18 "
2	Withington - -	Public highway - -	18 "
12	Withington - -	Public highway - -	18 "
47	} Withington - -	Public highway - -	20 "
52			
57	Withington - -	Public highway - -	18 "
9	Preston - -	Public road - -	18 "
16	Harnhill - -	Public road - -	18 "
4	Maisey Hampton - -	Public road - -	18 "

Power to
take ease-
ments &c. by
agreement.

28. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may, if they think fit, subject to the provisions of those Acts and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, required for the purposes of this Act in, over, or affecting lands, and the provisions of the Lands Clauses Acts with respect to lands and rent-charges, as far as the same are applicable in this behalf, shall extend and apply to such grant, easements, rights, and privileges as aforesaid respectively.

Deposit
money not to
be repaid
except so far
as railway is
opened.

29. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of twenty-two thousand four hundred and ninety-four pounds, being equal to five per centum upon the amount of the estimate in respect of the railway, has been deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act, which sum is referred to in this Act as the deposit fund: Be it enacted, that, notwithstanding anything contained in the said Act, the deposit fund, or the balance thereof, as the case may be, shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them (which persons, survivors or survivor, are or is in this Act referred

A.D. 1881.

to as the depositors), unless the Company shall, previously to the expiration of the period limited by this Act for the completion of the railway, open the same for the public conveyance of passengers: Provided, that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers, then, on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid, and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway, the Court shall, on the application of the depositors or the majority of them, order the portion of the deposit fund specified in the certificate to be paid or transferred to them, or as they shall direct; and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

30. If the Company do not previously to the expiration of the period limited by this Act for the completion of the railway complete and open the same for the public conveyance of passengers, then and in every such case the deposit fund, or so much thereof as shall not have been paid to the depositors, shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation, or inadequate compensation, has been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit; and if no such compensation is payable, or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom,

Application
of deposit.

A.D. 1881. — or in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided, that until the deposit fund has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

Period for
completion
of works.

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

Notice to
be given of
taking
houses of
labouring
classes.

32. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Company to
procure
accommoda-
tion for
persons of
labouring
classes to be
displaced.

33. Before taking in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless the Company and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons. Provided always, that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice, and the Company may, for the purpose of procuring such accommodation, appropriate any lands for the time being belonging to them, or which they have power to acquire, and may purchase by agreement such further lands as may be necessary for such purpose, and may on such lands erect labouring class dwellings, and may apply for the purposes of this section or any of them any moneys they may have already raised or are authorised to raise.

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

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Tolls.

In respect of passengers and animals conveyed in carriages upon the railway, or any part thereof, as follows:

Passengers.

For every person conveyed in or upon any such carriage, per mile two pence; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny;

Class I.—For every horse, mule, ass, or other beast of draught or burden, conveyed in or upon such carriage per mile three pence; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny;

Class II.—For cattle conveyed in or upon any such carriage, per head per mile two pence; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny;

Class III.—For every calf, pig, sheep, or other small animal, conveyed in or upon any such carriage, per mile one penny; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one halfpenny;

In respect of goods conveyed on the railway:

Goods.

Class IV.—For all dung, compost, and all sorts of manure, lime and limestone, and all undressed materials for the repair of public roads or highways, all stones for building, pitching, and paving, tiles, slates, clay, ironstone, iron ore, and pig iron, per ton per mile one penny halfpenny; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny;

Class V.—For all coal, coke, culm, charcoal and cinders, sheet iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils, bricks, salt, sand, fireclay, and stone, per ton per mile two pence; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny;

Class VI.—For sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves and deals, nails, anvils, vices and chains, per ton per mile two pence; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny;

Class VII.—For cotton and other wools, drugs, manufactured goods, and metals (except iron and tin), and all other wares, merchandise, fish, articles, matters, or things, per ton per mile

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three pence; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny;

Class VIII.—And for every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform belonging to the Company, per mile six pence; and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

Toll for
propelling
power.

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

Regulations
as to tolls.

36. The following provisions and regulations shall apply to the fixing of the tolls and charges payable under this Act (that is to say):

Short dis-
tances.

For all passengers, animals, minerals or goods, conveyed on the railway for a less distance than four miles, the Company may demand and receive the before-mentioned tolls as for four miles;

Fractional
parts of a
mile.†

For a fraction of a mile beyond four miles, or beyond any greater number of miles, the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile; and in respect of passengers, every fraction of a mile beyond an integral number of miles shall be deemed a mile;

Fractional
parts of a
ton.

For a fraction of a ton the Company may demand toll according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton;

General
weight.

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight;

Weight of
stone and
timber.

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

Tolls for
small parcels
and articles of
great weight.

37. With respect to small packages not exceeding five hundred pounds in weight, and single articles of great weight, notwithstand-

ing anything in this Act, the Company may demand and take any tolls not exceeding the following (that is to say):

For the carriage of small parcels on the railway :

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

For any parcel exceeding seven pounds and not exceeding fourteen pounds in weight, five pence ;

For any parcel exceeding fourteen pounds and not exceeding twenty-eight pounds in weight, seven pence ;

For any parcel exceeding twenty-eight pounds and not exceeding fifty-six pounds in weight, nine pence ;

And for any parcel exceeding fifty-six pounds and not exceeding five hundred pounds in weight the Company may demand any sum they think fit :

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

For the carriage of single articles of great weight :

For the carriage of any single article the weight of which including the carriage exceeds four tons but does not exceed eight tons, the Company may demand any sum not exceeding six pence per ton per mile ;

For the carriage of any single article the weight of which including the carriage exceeds eight tons, the Company may demand and take any sum they think fit.

38. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway, including the tolls for the use of the railway, and of carriages and for locomotive power, and every other expense incidental to such conveyance, shall not exceed the following (that is to say) :

Maximum
rates for
passengers.

For every passenger conveyed in a first-class carriage, three pence per mile :

For every passenger conveyed in a second-class carriage, two pence per mile ;

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

39. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railway, including the tolls for the use of the railway, and for wagons or trucks and locomotive power, and for every other expense incidental

Maximum
rates for
animals and
goods.

A.D. 1881. — to such conveyance, except a reasonable charge for loading and unloading of goods at any terminal station in respect of such goods, and for delivery and collection, and any other services incidental to the business or duty of a carrier, where any such service is performed by the Company, shall not exceed the following sums (that is to say) :

For every animal mentioned in Class I. per mile four pence ;

For every animal mentioned in Class II. per mile three pence ;

For every animal mentioned in Class III. per mile one penny halfpenny ;

For the articles and goods mentioned in Class IV. per ton per mile one penny halfpenny ;

For the articles and goods mentioned in Class V. per ton per mile two pence ;

For the articles and goods mentioned in Class VI. per ton per mile three pence ;

For the articles and goods mentioned in Class VII. per ton per mile four pence ;

For any carriage mentioned under Class VIII. not weighing more than one ton six pence per mile ; if weighing more than one ton one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton.

Passengers',
luggage.

40. Every passenger travelling upon the railway may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Terminal
station.

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

Foregoing
charges not
to apply to
special trains.

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

Company
may take
increased
charges by
agreement.

43. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof, either

by reason of any special service performed by the Company in relation thereto or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains. A.D. 1881.

44. The Company, and all companies and persons lawfully working or using the railway or any part thereof, may run over and use, with their engines and carriages of every description, and with their clerks, officers, and servants, for the purposes of traffic of all kinds : Running powers over railways of other companies.

(a.) So much of the Swindon Marlborough and Andover Railway as lies between the junction of Railway No. 1 therewith and the station of that railway at Old Swindon ;

(b.) So much of the Banbury and Cheltenham Direct Railway as lies between the junction of Railway No. 1 therewith and the junctions of that railway with the Great Western Railway (Cheltenham Branch) and the Midland Railway (Bristol and Derby line) ;

(c.) So much of the Great Western Railway (Cheltenham branch) as lies between the junction of the Banbury and Cheltenham Direct Railway therewith near Cheltenham and the Great Western Railway station at Cheltenham ;

(d.) So much of the East Gloucestershire Railway as lies between the junction of Railway No. 2 therewith and the Fairford station of that railway ;

together with all stations, sidings, platforms, points, signals, junctions, and roads, water, engines, engine-sheds, standing-room for engines, booking and other offices, warehouses, machinery, works, and conveniences connected with the said portions of railway respectively as aforesaid.

45. The terms, conditions, and regulations to which the Company and any other companies or persons shall be subject in respect of running over and using the said respective portions of railway and the stations, sidings, booking offices, and other conveniences as aforesaid, and the tolls or other consideration to be paid by them for the same, shall, if not agreed upon between them and the said other companies or persons respectively, be from time to time determined by an arbitrator to be appointed by their consent, or, in default of such consent, to be appointed by the Board of Trade on the application of any of the said companies or persons, and the decisions of such arbitrator shall be binding and conclusive on the said companies or persons respectively, and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct; and any of the said companies or persons Terms of such use.

A.D. 1881. 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 the other companies or persons any sum not exceeding fifty pounds for every such offence, and twenty pounds for every day during which such offence shall continue.

Bye-laws to
be observed.

46. The Company and any other companies or persons in using or traversing the said portions of railway, and in using the stations and conveniences thereof, in accordance with the provisions hereinbefore mentioned, shall at all times observe the regulations and bye-laws for the time being in force on the undertaking so used, so far as such bye-laws shall be applicable to the companies or persons in the exercise of the said powers.

Power to
agree with
Great
Western
Company as
to running
powers, at
Swindon.

47. The Company and the Great Western Company may make and carry into effect all such agreements as they think fit with regard to the running over and using by the Company, and all companies and persons lawfully working or using the railway, or any part thereof, with their engines and carriages of every description, and with their clerks, officers, and servants, for the purposes of traffic of all kinds of so much of the Great Western Railway (main line) as lies between the junction of the Swindon, Marlborough, and Andover Railway therewith near Swindon, and the station of the Great Western Company at Swindon, and also so much of the Great Western Railway main line as lies between the junction of Railway No. 3 therewith, and the said station at Swindon, and also for the use of the Great Western Company's station at Swindon, and also for the accommodation and interchange of traffic of all descriptions destined to pass between the railway and the Great Western Railway.

Power to
agree with
Midland
Company as
to running
powers at
Cheltenham.

48. The Company and the Midland Company may make and carry into effect all such agreements as they think fit with regard to the running over and using by the Company, with their engines and carriages of every description, and with their clerks, officers, and servants for the purposes of traffic of all kinds, of so much of the Midland Railway (Bristol and Derby line) as lies between the junction of the Banbury and Cheltenham Direct Railway therewith and the station of the Midland Railway at Cheltenham, and also for the use of that station by the Company, and also for the accommodation and interchange of traffic of all descriptions destined to pass between the railway and the Midland Railway.

Power to
enter into,
working

49. The Company on the one hand, and the Swindon Company on the other hand, may, subject to the provisions of Part III. of

the Railways Clauses Act 1863, as amended or varied by the Regulation of Railways Act 1873, from time to time enter into agreements with respect to the following purposes, or any of them (that is to say) :

agreements
with Swin-
don Com-
pany.
36 & 37 Vict.
c. 76.

The maintenance and management by the Swindon Company of the railway of the Company, or any part thereof, and of the works connected therewith ;

The use or working of the railway, or any part thereof, and the conveyance of traffic thereon, and the employment of officers and servants for the conduct of the traffic ;

The supply and maintenance, under any agreement for the railway being worked and used by the Swindon Company, of engines, stock, and plant necessary for and during the continuance of such agreement ;

The fixing and collection and apportionment of the tolls, rates, charges, receipts, and revenues levied, taken, or arising in respect of traffic ;

The payments and allowances to be made, and the conditions to be performed, with respect to the matters aforesaid.

50. During the continuance of any agreement to be entered into under the provisions of this Act for the working and use of the railway by the Swindon Company, and during the exercise of the running powers herein-before granted, the railway of the Company and of such other companies shall, for the purposes of short distance tolls and charges, be considered as one railway, and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway and partly on the railway of such other companies for a less distance than four miles, tolls and charges may only be charged as for four miles ; and in respect of passengers, for every mile or fraction of a mile beyond four miles, tolls and charges as for one mile only ; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond four miles, tolls and charges as for a quarter of a mile only ; and no other short distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railway and partly on the railway of such other companies.

Tolls on
traffic con-
veyed partly
on the rail-
way and
partly on the
railways of
other com-
panies.

51. The Swindon Company may, with the authority of three-fourths of the votes of their shareholders, voting in person or by proxy, at a general meeting specially convened for the purpose, from time to time subscribe any sum which they think fit towards the undertaking, not exceeding in the whole the sum of fifty thousand pounds, and that company may, with the like authority,

Power to
Swindon
Company to
subscribe.

A.D. 1881. contribute and apply in or towards payment of the said subscription any moneys which they are already authorised to raise, and which may not be required by them for the purposes of their undertaking, and also any moneys which they are by this Act authorised to raise: and the Swindon Company shall, in respect of the sums to be subscribed, and the corresponding shares in the Company to be held by them, have all the powers, rights, and privileges (except in regard to voting at general meetings, which shall be as herein-after provided), and be subject to all the obligations and liabilities of proprietors of shares in the Company: Provided always, that the Swindon Company shall not sell, dispose of, or transfer any of the shares in the Company for which they may subscribe.

Power to Swindon Company to raise money by the creation of shares or stock.

52. The Swindon Company may from time to time raise, for the purposes of their subscription to the undertaking hereby authorised, any capital not exceeding in amount the amount which the said company may as aforesaid agree to subscribe, by the issue at their option of new ordinary shares or stock or new preference shares or stock, or wholly or partially by any one or more of those modes; and the clauses and provisions of the Companies Clauses Consolidation Act 1845, with respect to the following matters (namely):

- The distribution of the capital of the Company into shares;
- The transfer or transmission of shares;
- The payment of the subscriptions and the means of enforcing the payment of calls;
- The forfeiture of shares for non-payment of calls;
- The remedies of creditors of the Company against the shareholders;
- The consolidation of the shares into stock;
- The general meetings of the Company, and the exercise of the right of voting by the shareholders;
- The making of dividends;
- The giving of notices, and
- The provision to be made for affording access to the special Act by all parties interested; and
- Part I. (relating to cancellation and surrender of shares); and
- Part II. (relating to additional capital) of the Companies' Clauses Act 1863;

shall extend and apply to the Swindon Company, and to the additional capital which they are by this Act authorised to raise.

Shares of Swindon Company

53. The Swindon Company shall not issue any share under the authority of this Act of less nominal amount than ten pounds, nor

shall any share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

not to be issued until one-fifth paid.

54. All moneys which the Swindon Company may raise under the powers of this Act shall be applied for the purposes of the before-mentioned subscription only.

Application of moneys raised by the Swindon Company.

55. The Swindon Company may, by writing, under their common seal, from time to time appoint some person to attend any meeting of the Company; and such person shall have all the privileges and powers attaching to a shareholder of the company at such meetings, and may vote thereat in respect of the capital held by the Swindon Company.

Votes of Swindon Company at general meetings.

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

Interest not to be paid on calls paid up.

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

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

58. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act.

Provision as to general railway Acts.

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

Expenses of Act.

