



CHAPTER cxcvi.

An Act to authorise a Deviation of part of the Rosebush and Fishguard Railway to extend the time for the compulsory purchase of lands for and for the completion of other part of that Railway to authorise the sale or lease of the Narberth Road and Maenclochog Railway to the Rosebush and Fishguard Railway Company to enable the last-mentioned Company to raise further money and for other purposes. A.D. 1881.

[11th August 1881.]

WHEREAS by the Rosebush and Fishguard Railway Act 1878 (in this Act called "the Act of 1878") the Rosebush and Fishguard Railway Company (in this Act called "the Company") were incorporated for making and maintaining a railway (in this Act called "the original line") from the Narberth Road and Maenclochog Railway at Rosebush to Fishguard with a share capital of ninety thousand pounds and with power to borrow not exceeding thirty thousand pounds: 41 & 42 Vict.
c. ccxviii.

And whereas it is expedient that the Company be authorised to deviate part of the original line and to abandon and relinquish the construction of so much of the original line as will thereby be rendered unnecessary:

And whereas it is expedient that the periods limited by the Act of 1878 for the compulsory purchase of land for and for the completion of the original line be respectively extended so far as relates to that part of the original line which lies between the Fishguard end of the deviation railway by this Act authorised and Fishguard:

And whereas by the Narberth Road and Maenclochog Railway Certificate 1872 (in this Act called the "the Certificate of 1872") Edward Cropper of Swaylands Penshurst in the county of Kent Esquire was authorised to make and maintain the Narberth Road and Maenclochog Railway and an agreement dated the 3rd day of July 1871 between the said Edward Cropper and the Great Western Railway Company was scheduled to and confirmed by the said

[Ch. cxcvi.] *Rosebush and Fishguard Railway* [44 & 45 VICT.]
Act, 1881.

A.D. 1881. certificate (which agreement is herein-after referred to as "the agreement of 1871") :

And whereas it is expedient that a sale or lease of the Narberth Road and Maenclochog Railway to the Company be authorised and that in the event of such sale or lease the agreement of 1871 should enure for the benefit of the Company :

And whereas it is expedient that the Company be authorised to borrow by instalments the amount which by the Act of 1878 they are authorised to borrow but of which no part has yet been borrowed by the Company and to raise further money for the purposes of such sale or lease as aforesaid :

And whereas plans and sections showing the line and levels of the works authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Pembroke and are herein-after respectively referred to as the deposited plans sections and book of reference :

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

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

Short title. 1. This Act may be cited as the Rosebush and Fishguard Railway Act 1881.

Incorporation of general Acts.
8 & 9 Vict.
c. 16. 2. The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters that is to say :

- The distribution of the capital of the Company into shares ;
- The transfer or transmission of shares ;
- The payment of subscriptions and the means of enforcing the payment of calls ;
- The forfeiture of shares for nonpayment of calls ;
- The remedies of creditors of the Company against the shareholders ;
- The borrowing of money by the Company on mortgage or bond ;
- The conversion of the borrowed money into capital ;
- The consolidation of the shares into stock ;
- The making of dividends ;
- The giving of notices ; and

[44 & 45 VICT.] *Rosebush and Fishguard Railway* [Ch. cxcvi.]
Act, 1881.

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) and Part III (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 and Part I (relating to construction of a railway) and Part II (relating to extension of time) and Part III (relating to working agreements) of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873; are (except where expressly varied by this Act) incorporated with and form part of this Act.

A.D. 1881.

26 & 27 Vict. c. 118.
32 & 33 Vict. c. 48.
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.
36 & 37 Vict. c. 76.

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 and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Interpreta-
tion of terms.

4. 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 railway 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: Provided that the Company shall not for that purpose take or use more than eight acres of the common land in the parish of Puncheston known as Puncheston Common The railway herein-before referred to and authorised by this Act will be situate in the county of Pembroke and is:

Power to
make rail-
way.

A deviation railway 2 miles 7 furlongs and 7.60 chains or thereabouts in length in substitution for the part of the original line lying between the point at which the centre line of the original line is shown on the plans deposited for and referred to in the Act of 1878 as intersected by a fence which separates from each other the properties numbered respectively on the said plans 74 and 75 in the parish of Morvil and the point at which the said centre

[Ch. cxcvi.] *Rosebush and Fishguard Railway* [44 & 45 VICT.]
Act, 1881.

A.D. 1881.

line is shown on the said plans as intersected by a fence which separates from each other the properties numbered respectively on the said plans 43 and 45 in the parish of Little Newcastle.

Company to
abandon
part of
original
line.

5. The Company shall abandon and relinquish the construction of so much of the original line as lies between the commencement and termination of the deviation railway by this Act authorised.

Compensa-
tion for
damage to
land by
entry &c.
for pur-
poses of
part of
railway
abandoned.

6. The abandonment by the Company under the authority of this Act of the part of the original line mentioned in the last preceding section shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Act of 1878.

Compensa-
tion to be
made in
respect of
part of
railway
abandoned.

7. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land or for the purposes of or in relation to the part of the original line to be abandoned under the provisions of this Act the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Deviation
railway
deemed
part of
original
line.

8. The deviation railway by this Act authorised shall for the purposes of tolls rates and charges and for all other purposes be deemed to be part of the original line and the Act of 1878 shall apply accordingly.

Period for
compulsory
purchase of
lands.

9. 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 two years from the passing of this Act.

[44 & 45 VICT.] *Rosebush and Fishguard Railway* [Ch. cxcvi.]
Act, 1881.

10. In altering for the purpose of this Act the roads next hereinafter mentioned the Company may make the same of any inclinations not steeper than the inclinations hereinafter mentioned in connexion therewith respectively (that is to say) :

A.D. 1881.
Inclinations
of roads.

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
33	Puncheston -	Public Road -	1 in 15 on one side and level on the other.
43	Little Newcastle -	Public Road -	1 in 15 on one side and level on the other.

11. The Company may make the arches of the bridges for carrying the deviation railway by this Act authorised over the road, mentioned on the deposited plans 11 in the parish of Puncheston of any height not less than fourteen feet and of any span not less than fifteen feet on the square.

Height and
span of
bridges.

12. The Company may make the roadway over the bridges by which the following roads will be carried over the deviation railway by this Act authorised of such width between the fences thereof as the Company may think fit not being less than the respective widths hereinafter mentioned in connexion therewith respectively that is to say :

Widths of
certain road
ways.

No. on Plan.	Parish.	Description of Roadway.	Width of Roadway.
27	Puncheston -	Public Road -	12 feet.
33	Puncheston -	Public Road -	12 feet.

13. If the deviation railway by this Act authorised be not completed within three years from the passing of this Act then upon the expiration of that period the powers of the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

Period for
completion
of works.

14. The powers of the Company under the Act of 1878 for the compulsory purchase of lands for so much of the original line as lies between the Fishguard end of the deviation railway by this Act authorised and Fishguard may be exercised at any time within but shall not be exercised after the expiration of two years from the eighth day of August one thousand eight hundred and eighty-one.

Extending
period for
compulsory
purchase of
lands for
part of
original
line.

[Ch. cxcvi.] *Rosebush and Fishguard Railway* [44 & 45 VICT]
Act, 1881.

A.D. 1881.

Extending
period for
completion
of part of
original line.

15. The period limited by the Act of 1878 for the completion of the part of the original line referred to in the last preceding section is hereby extended to three years from the eighth day of August one thousand eight hundred and eighty-one and if the said part of the original line be not then completed then at the expiration of that period the powers granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

Company
may enter
into agree-
ments as to
purchase
&c. of
Narberth
Road Rail-
way.

16. The said Edward Cropper his heirs devisees or assigns (herein referred to as and respectively included in the expression "the said Edward Cropper") on the one hand and the Company on the other hand may from time to time enter into and carry into effect agreements and arrangements with respect to the following purposes or any of them and all matters incidental or necessary thereto and on such terms and conditions whatsoever as they think fit (that is to say):

The granting or making by the said Edward Cropper to the Company and the accepting by the Company of a lease for any term of years or a sale and transfer of the Narberth Road and Maenclochog Railway and the undertaking of the said Edward Cropper under the Certificate of 1872 or some part or parts thereof and all or any of the lands buildings works conveniences rights powers privileges and authorities (other than and except powers of borrowing and of sale) of the said Edward Cropper connected therewith (all which railway undertaking hereditaments matters and things are herein referred to as and included in the expression "the Narberth Road Railway").

Transfer
&c. not to
be made
until certain
matters
proved to
Board of
Trade.

17. No lease transfer or sale shall be made under this Act unless and until it shall have been proved to the satisfaction of the Board of Trade and that Board have certified that the Company has paid up one half of the capital which by any Act or Acts they are now authorised to raise by means of shares and has expended for the purpose of such Act or Acts a sum equal thereto.

Considera-
tion for
lease or sale.

18. The consideration for any such lease or sale and conveyance may as the said Edward Cropper and the Company agree be by way of yearly or other payment whether fixed fluctuating terminable contingent or otherwise or by way of immediate or future payment of any fixed contingent or other sum of money or by way of allotment to the said Edward Cropper or the nominees of the said Edward Cropper of any preferential or ordinary shares or stock of the Company which the Company have then created or are then

[44 & 45 VICT.] *Rosebush and Fishguard Railway* [Ch. cxcvi.]
Act, 1881.

authorised to create or by way of immediate future fixed or contingent adoption or satisfaction by the Company of all or any part of the debt of the said Edward Cropper charged on the Narberth Road Railway or by more than one of those ways or by making and securing any other benefit to the said Edward Cropper and either with or without any consideration or compensation in any one or more of those ways.

A.D. 1881.

19. Provided that any consideration or compensation so made or secured by the Company to the said Edward Cropper or the nominees of the said Edward Cropper shall not prejudice or affect any preference or priority in the payment of interest or dividend on any stock or shares from time to time granted by the Company by or in pursuance of or confirmed by any Act of Parliament passed before the making of the lease or sale and conveyance or which is otherwise from time to time lawfully subsisting.

Saving for existing preference stock and shares of Company.

20. No such agreement made under the authority of this Act between the said Edward Cropper and the Company shall in any manner alter increase or diminish any of the tolls fares rates or charges which they are respectively from time to time authorised to demand and take from any other Company or person but all other companies and persons shall notwithstanding any such agreement be entitled to the user and benefit of the Narberth Road Railway on the same terms and conditions and on payment of the same tolls fares rates and charges as if the agreement were not made.

Agreements not to affect persons not parties thereto.

21. No such agreement shall take effect without the sanction of at least three fifths of the votes of the shareholders of the Company present in person or by proxy at a general meeting of the Company specially convened for the purpose.

Sanction of shareholders for agreements under Act.

22. No such agreement for a lease of all or any part of the Narberth Road Railway shall have any operation until it is approved by the Board of Trade and the Board of Trade shall not approve any such agreement without being satisfied of its having received the sanction of shareholders by this Act required.

Approval by Board of Trade of agreements for lease.

23. In accordance with the terms agreed on under this Act for the lease or sale the Company and their directors officers and servants respectively shall be entitled under the agreement in that behalf and from the time thereby appointed for the lease or sale to take effect to the management regulation maintenance user working and enjoyment of the premises comprised in the respective agreement and of the traffic thereon and to the regulating taking and enjoying of the tolls fares rates charges and other payments and advantages in respect thereof.

Lease or sale to entitle Company to premises leased or sold.

[Ch. cxcvi.] *Rosebush and Fishguard Railway* [44 & 45 VICT.]
Act, 1881.

A.D. 1881.
Powers &c. as
to premises
leased or
sold to be
exercised
by Company.

24. All the rights powers and privileges of the said Edward Cropper and the officers and servants of the said Edward Cropper respectively which by virtue of the Certificate of 1872 and this Act respectively might be exercised and enjoyed by them respectively with respect to the premises agreed to be leased or sold and which in accordance with the terms and conditions of the agreement or this Act are to be exercised and enjoyed by the Company and their directors officers and servants respectively with respect to the premises agreed to be leased or sold shall be exercised and enjoyed accordingly under and with the same regulations restrictions conditions obligations penalties and immunities in accordance with the Certificate of 1872 and this Act respectively as by the said Edward Cropper and the officers and servants of the said Edward Cropper respectively.

Transfer to
Company of
premises
sold.

25. In accordance with the terms and conditions of any agreement in that behalf entered into under this Act all the premises thereby agreed to be sold to the Company and the rights powers privileges and authorities to be in accordance with this Act exercised and enjoyed by the Company with respect to the same shall at the time by the agreement appointed for the sale to take effect be by this Act and subject to the provisions thereof and subject also to the other provisions (if any) of any deed of agreement or conveyance executed in accordance with this Act transferred to and vested in the Company absolutely as part of their railway property and effects.

Company
entitled to
benefit of and
bound by
agreement
of 1871.

26. During the term agreed upon for the lease or (as the case may be) from and after the time agreed upon for the sale to take effect the agreement of 1871 shall enure for the benefit of the Company and the terms and conditions thereof shall be binding upon the Company as if the Company were parties to that agreement and the agreement had been under their common seal.

Lease or
conveyance
to be by deed
duly stamped.

27. Any such lease or sale as aforesaid shall be evidenced by a deed. Provided always that the Company shall within three months from the date of such lease or conveyance produce the instrument to the Commissioners of Inland Revenue duly stamped with the proper ad valorem duty and in default of its being so produced the ad valorem duty with interest thereon at the rate of five pounds per centum per annum from the commencement of the lease or from the time agreed upon for the sale to take effect shall be recoverable from the Company with full cost of suit and all costs and charges attending the same.

Company
subject to all
obligations
&c. in respect

28. From and after the time agreed on for the lease or sale to take effect the Company in accordance with the term and extent

[44 & 45 VICT.] *Rosebush and Fishguard Railway* [Ch. cxcvi.]
Act, 1881.

of the lease or the extent of the sale and respectively whether including a whole or only a part of the Narberth Road Railway but subject to the provisions of this Act shall be subject to and perform conform and be liable to all contracts agreements duties obligations debts charges claims and demands whatsoever with respect to the premises agreed to be leased or sold to which the said Edward Cropper if the lease or sale did not take effect would be subject or liable and shall indemnify the said Edward Cropper and the directors officers and servants of the said Edward Cropper from the same and all costs charges and expenses with respect to the same.

A.D. 1881.
 to property
 leased or
 sold.

29. If the sale to the Company be of the whole of the Narberth Road Railway then from and after the time agreed on for the sale to take effect the Certificate of 1872 shall be read and have effect as if the same had been granted with respect to the Company instead of with respect to the said Edward Cropper.

If sale be of
 whole pro-
 perty Certifi-
 cate of 1872
 to apply to
 Company.

30. Notwithstanding the vesting in the Company of the Narberth Road Railway and except only as is by this Act otherwise expressly provided everything before the vesting done suffered and confirmed respectively under or by virtue of the Certificate of 1872 shall be as valid as if the vesting had not happened and the vesting and this Act respectively shall accordingly be subject and without prejudice to everything so done suffered and confirmed respectively and to all rights liabilities claims and demands both present and future which if the vesting had not happened would be incident to and consequent on any and every thing so done suffered and confirmed respectively provided that the generality of this provision shall not be restricted by any other of the sections and provisions of this Act.

General
 saving of
 rights.

31. Section 20 (power to borrow on mortgage) of the Act of 1878 is hereby repealed and in lieu thereof be it enacted that the Company may from time to time borrow on mortgage in respect of the capital of ninety thousand pounds authorised by the Act of 1878 any sum or sums not exceeding in the whole thirty thousand pounds and of that sum they may borrow in respect of each thirty thousand pounds of that capital any sum or sums not exceeding in the whole ten thousand pounds but no part of any such sum of ten thousand pounds shall be borrowed until the whole of the thirty thousand pounds of capital in respect of which it is to be borrowed is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such portion of capital has been issued and accepted and that one

Borrowing
 powers of
 Company in
 respect of
 their origi-
 nal capital.

[Ch. cxcvi.] *Rosebush and Fishguard Railway* [44 & 45 VICT.]
Act, 1881.

A.D. 1881. — half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such portion of capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Debenture stock.

32. 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 after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Company may apply corporate funds to purposes of Act.

33. The Company may apply for the purposes of this Act any moneys which by the Act of 1878 they are authorised to raise by shares debenture stock or borrowing.

Power to raise additional capital.

34. The Company may subject to the provisions of Part II of the Companies Clauses Act 1863 in addition to the capital which by the Act of 1878 they are authorised to raise from time to time raise for the purposes of the lease or purchase by them of the Narberth Road Railway under this Act any sum or sums of money not exceeding in the whole fifty thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partly by any one or more of those modes respectively.

Shares not to be issued until one fifth paid.

35. The Company shall not issue any share created under this Act of less nominal value 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 the share be paid in respect thereof.

Calls.

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

[44 & 45 VICT.] *Rosebush and Fishguard Railway* [Ch. cxcvi.]
Act, 1881.

37. If any money is payable to a shareholder being an infant or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

A.D. 1881.

Receipt in case of persons not sui juris.

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

Interest not to be paid on calls paid up.

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

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

40. Nothing in this Act contained shall exempt the railway of the Company or the Narberth Road 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 or by the Certificate of 1872.

Provision as to general Railway Act.

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

Expenses of Act.

