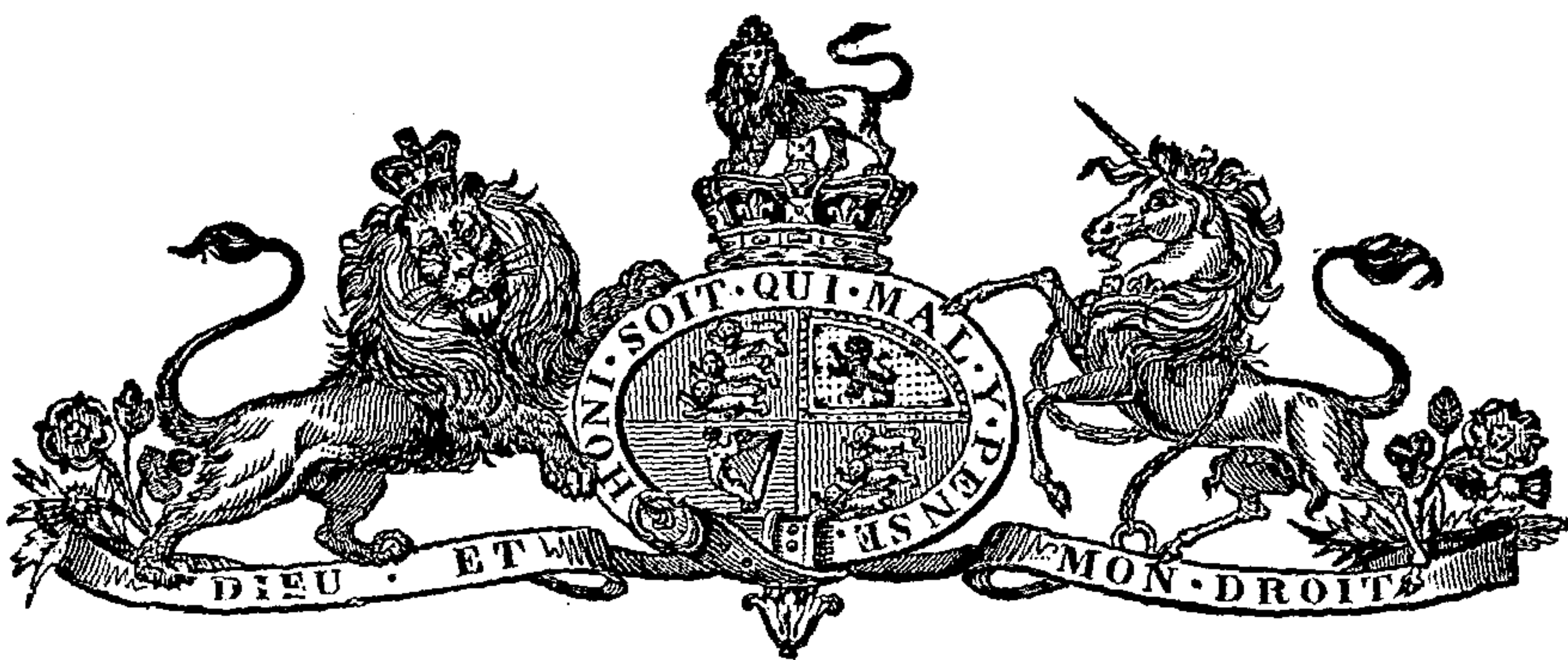




ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. ccxxii.

An Act for making a Railway from *Christian Malford* in the County of *Wilts* to *Nailsworth* in the County of *Gloucester*; and for other Purposes. [25th July 1864.]

WHEREAS the making of a Railway from *Christian Malford* in the County of *Wilts* to *Nailsworth* in the County of *Gloucester* will be of great public and local Advantage: And whereas a Plan and Section of the Railway showing the Line and Levels thereof and describing the Lands in and through which the same may be made or which may be required for the Purposes of the Undertaking, with a Book of Reference to the Plan containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of those Lands, have been deposited with the Clerks of the Peace for the Counties of *Wilts* and *Gloucester*: And whereas the Persons herein-after named, with others, are willing to construct and maintain the said Railway and the several Works connected therewith: And whereas it is expedient that such Arrangements should be authorized, and such Powers conferred with reference to other Undertakings and Companies, as are herein-
[Local.] 35 Z after

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after expressed; but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled and by the Authority of the same, as follows; (that is to say,)

8 & 9 Vict.
cc. 16., 18., &
20.,
22 & 23 Vict.
c. 59.
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 92. in-
corporated.

1. "The Companies Clauses Consolidation Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845;" "The Railway Companies Arbitration Act, 1859," and Parts I. and III. of "The Railways Clauses Act, 1863," are hereby incorporated with and shall form Part of this Act.

Short Title.

2. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Wilts and Gloucestershire Railway Act, 1864.*"

Interpreta-
tion of
Terms.

3. Where in this Act the Words "the Company" occur the same means "the Company incorporated by this Act," and where the Word "Railway" occurs the same includes the Railway and other Works and Conveniences connected therewith by this Act authorized to be made, unless there be something in the Subject or Context repugnant to such Construction,

Subscribers
incorpo-
rated.

4. Sir *Richard Hungerford Pollen* Baronet, *Samuel Stephens Marling*, the Right Honourable the Earl of *Suffolk and Berkshire*, the Right Honourable *Thomas Henry Sutton Sotherton Estcourt*, *Robert Stayner Holford*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway, and such Company shall be incorporated by the Name of "*The Wilts and Gloucestershire Railway Company*," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have a Common Seal, and Powers to sue and be sued, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions contained in this Act and the Acts incorporated herewith.

Capital.

5. The Capital of the Company shall be Two hundred and forty-three thousand Pounds, and it shall not be lawful for the Company to issue any Share under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum
not

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not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

6. The Number of Shares into which the Capital shall be divided shall be Twenty-four thousand three hundred, and the Amount of each Share shall be Ten Pounds. Shares.

7. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the least shall be the Interval between successive Calls, and Three Fourth Parts of the Amount of a Share shall be the utmost aggregate Amount of Calls to be made in any One Year upon any Share. Calls.

8. The Company may borrow on Mortgage any Sums of Money not exceeding in the whole the Sum of Eighty-one thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Two hundred and forty-three thousand Pounds shall have been subscribed for *bonâ fide* and One Half thereof shall have been paid up, and until the Company shall prove to the Justice who is to certify, under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the Shares have been issued, and Twenty *per Cent.* has been paid on each separate Share, and that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable. Power to borrow on Mortgage.

9. The Monies by this Act authorized to be raised, whether by Shares or Mortgage, shall be applied only in carrying into execution the Objects and Purposes of this Act. Application of Capital.

10. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest or the Arrears of Principal and Interest due on such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Interest or Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Five thousand Pounds in the whole. Arrears may be enforced by Appointment of a Receiver.

11. It shall be lawful for the Company from Time to Time, when and as they are entitled to borrow, to raise all or any Part of the Money which they shall for the Time being have raised or be authorized to raise by Mortgage, by the Creation and Issue of Debenture Stock. Power to create Debenture Stock.

12. The

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First and
other Meet-
ings.

12. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* and *August* in every Year.

Number and
Qualification
of Directors.

13. Subject to the Provisions herein contained for reducing the Number of Directors, the Number of Directors shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Power to
reduce the
Number of
Directors.

14. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the Number shall never be less than Five.

First Di-
rectors to
continue in
Office until
First Meet-
ing after
passing of
Act.

15. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act or any Number 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 being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act mentioned; 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 Companies Clauses Consolidation Act, 1845," and by this Act, or either of them.

First Di-
rectors of
the Com-
pany.

16. Sir *Richard Hungerford Pollen*, *Samuel Stephens Marling*, the Right Honourable the Earl of *Suffolk and Berkshire*, the Right Honourable *Thomas Henry Sutton Sotheron Estcourt*, *Robert Stayner Holford*, *William Capel*, *Samuel Bendry Brooke*, *Walter John Stanton*, and *Edwin Cook*, shall be the First Directors of the Company.

Quorum.

17. A Quorum of a Meeting of Directors shall be Three.

Newspaper
for Adver-
tisements.

18. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in the County of *Gloucester*.

Power to
make Rail-
way accord-

19. Subject to the Provisions and Powers of Deviation contained in this Act and the Acts herewith incorporated, the Company may make

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make and maintain the Railway herein-after described, with all proper Approaches, Stations, and other Works and Conveniences connected therewith, in the Line or Course and upon the Land delineated on the said Plan and described in the said Book of Reference, and according to the Levels described in the said Section; and the Company may enter upon, take, and use such of the said Lands delineated in the said Plan and described in the said Book of Reference as shall be necessary for the said Railway or the Approaches, Stations, Works, and Conveniences connected therewith.

20. The Company may make and maintain the Railway following; (that is to say,) Description of Railway.

A Railway called Railway (A.), commencing by a Junction with the *Great Western* Railway in the Parish of *Christian Malford* in the County of *Wilts*, at or near the Bridge by which the said Railway is carried over the public Road leading from *Foxham* to *Christian Malford* known as "*Frog Lane*," and terminating by a Junction with the authorized Line of the *Stonehouse and Nailsworth* Railway near *Nailsworth* in the County of *Gloucester*, in a Field numbered 40, in the Parish of *Michinhampton* on the Plan deposited as aforesaid:

And such Railway shall, unless the *Great Western* Railway Company shall otherwise agree, be constructed throughout with Rails adapted to the passage of Engines and Carriages upon the Broad Gauge, and it may also be constructed wholly or in part with Rails adapted to the Passage of Engines and Carriages upon the Narrow Gauge.

21. Provided always, That if the *Stonehouse and Nailsworth* Railway Company shall within a Year after the passing of this Act, construct their authorized Line where it is parallel to the Railway hereby authorized on the Level of the Railway hereby authorized, and shall construct their Station at *Nailsworth* so as to be suitable for a Through Station, to be used by the Company as well as by the *Stonehouse and Nailsworth* Railway Company, then it shall not be lawful for the Company under the Powers of this Act to take or use any of the Land of the *Stonehouse and Nailsworth* Railway Company, or which they have Power to acquire, except such as shall be necessary for constructing their Line of Railway hereby authorized and effecting the said Junction, and in case of any Difference respecting the Subject of this Provision, the same shall be determined by Arbitration under "The Railway Companies Arbitration Act, 1859." Provision as to Portion of Line at Nailsworth.

22. It shall be lawful for the Company to construct the Approach to the Bridge or Arch for carrying the public Road numbered 64 in the Parish of *Tetbury* on the deposited Plan of Regulating Inclination of a certain Road.

[Local.]

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Railway

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Railway (A.) under the said Railway, with an Inclination not steeper than One in Ten.

Land for extraordinary Purposes, additional Stations, &c.

23. The Quantity of Land to be purchased by Agreement by the Company for the extraordinary Purposes mentioned in the "Railways Clauses Consolidation Act, 1845," shall not exceed Three Acres.

Powers for compulsory Purchases limited.

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.

Period for Completion of Works.

25. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers of this Act granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Tolls.

26. The Company from Time to Time may lawfully demand and take, in respect of the Use of the Railway, any Tolls not exceeding the following; (that is to say,)

Tonnage on Articles of Merchandise.

In respect of the Tonnage of Goods conveyed on the Railway:

For all Coals, Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of One Halfpenny;

For all Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per Ton per Mile* One Penny Halfpenny; and if conveyed in Carriages belonging to the Company an additional Sum *per Ton per Mile* of One Halfpenny;

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Twopence; and if conveyed in Carriages belonging to the Company an additional Sum *per Ton per Mile* of Three Farthings;

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per Ton per Mile* Threepence; and if conveyed in Carriages belonging to the Company an additional Sum *per Ton per Mile* of One Penny;

And

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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 Sixpence;

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.

In respect of Passengers conveyed in Carriages upon the Railway Passengers.
or any Part thereof, as follows:

For any Person conveyed in or upon any such Carriage, *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to the Company an additional Sum *per* Mile of One Penny:

In respect of Animals conveyed on the Railway or any Part Animals.
thereof, as follows:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, *per* Mile Threepence; and if conveyed in or upon any Carriage belonging to the Company an additional Sum *per* Mile of One Penny:

For every Calf, Pig, Sheep, Lamb, 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 Farthing.

27. The Toll which the Company may demand and receive for the Use of the Locomotive 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. Limiting
Charges for
propelling
Power.

28. 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 the Conveyance, shall not exceed the following; (that is to say,) Maximum
Rates for
Passengers.

For every Passenger conveyed in a First-class Carriage, Threepence a Mile:

For every Passenger conveyed in a Second-class Carriage, Twopence a Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny Farthing a Mile.

29. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals and Things on the Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and for every other Expense incidental to the Conveyance, Maximum
Rates for
Animals and
Goods.

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Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following Sums; (that is to say,)

For all Coals, Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* One Penny Halfpenny :

For all Coke, Culm, Charcoal, Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per Ton per Mile* Twopence :

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Threepence :

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per Ton per Mile* Fourpence :

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 or provided by the Company, *per Mile* Sixpence, and One Penny Halfpenny for every additional Quarter of a Ton which such Carriage may weigh :

For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage, *per Mile* Fourpence :

For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any Carriage, *per Mile* Threepence :

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any Carriage, *per Mile* One Penny Halfpenny.

Terminal
Station.

30. No Station is to be considered a Terminal Station in regard to Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic or are not directed to be delivered thereat to the Consignee.

Restrictions
as to Charges
not appli-
cable to
Special
Trains.

31. The Restrictions with respect to the Charges to be made for Passengers shall not extend to any Special Train required to run upon the Railway, but shall apply only to the Express and Ordinary Trains from Time to Time appointed by the Company for the Conveyance of Passengers and Goods upon the Railway.

32. This

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32. This Act, or anything herein contained, shall not prevent the Company from taking any increased Charges over and above the Charges by this Act limited for the Conveyance of Animals or Things of any Description by Agreement with the Owners or Persons in charge thereof, or in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any special Service performed by the Company in relation thereto.

Company
may take
increased
Charges by
Agreement.

33. The following Provisions and Regulations shall apply to the fixing of the Tolls and maximum Rates of Charge herein-before specified; (that is to say,)

Regulations
as to Tolls.

For Persons, Animals, Minerals, or Things conveyed on the Railway for a less Distance than Five Miles, the Company may demand and receive the before-mentioned Tolls as for Five Miles:

Short
Distances.

For a Fraction of a Mile beyond Five Miles, or beyond any greater Number of Miles, the Company may demand Tolls 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.

Fractional
Parts of a
Mile.

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:

Fractional
Parts of a
Ton.

With respect to all Articles except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

General
Weight.

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.

Weight of
Stone and
Timber.

34. With respect to small Packages not exceeding Five hundred Pounds in Weight and single Articles of great Weight, notwithstanding the Rates prescribed by this Act, the Company may demand and take any Tolls not exceeding the following; (that is to say,)

Tolls for
small Parcels
and great
Weights.

For the Carriage of small Parcels on the Railway as follows:

For any Parcel not exceeding Seven Pounds in Weight, Three-pence;

For any Parcel exceeding Seven Pounds and not exceeding Twenty-eight Pounds in Weight, Fivepence;

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Sevenpence;

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:

[*Local.*]

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Provided

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Provided always, that Articles sent in large aggregate Quantities, although made up in separate Parcels, as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term applies only to single Articles 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 Sixpence a Ton a 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.

Passengers
Luggage.

35. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding the Weight and Dimensions following ; (that is to say,) every Passenger travelling in a First-class Carriage One hundred and twenty Pounds in Weight, every Passenger travelling in a Second-class Carriage One hundred Pounds in Weight, every Passenger travelling in a Third-class Carriage, Sixty Pounds in Weight, without any Charge being made for the Carriage thereof.

Provision as
to laying
down addi-
tional Lines
on Stone-
house and
Nailsworth
Railway.

36. The Company and the *Stonehouse and Nailsworth* Railway Company and the *Midland* Railway Company, if the *Stonehouse and Nailsworth* Railway shall be leased to or worked by that Company, or the Company and either of the said last-named Companies, may make and carry into effect Arrangements and Agreements with reference to laying down and maintaining by the Company, upon such Terms and Conditions, and in consideration of such Rent or other annual or other Payments, as may be agreed on, upon the *Stonehouse and Nailsworth* Railway, along its whole Length between *Nailsworth* and *Dudbridge*, a Line or Lines of Rails so as to admit of the same being worked continuously with the Railway hereby authorized upon the Broad Gauge, or, failing such Agreement, if the Company shall, by Writing under their Common Seal, require that such additional Line or Lines of Rails as aforesaid shall be laid down upon the *Stonehouse and Nailsworth* Railway between *Nailsworth* and *Dudbridge*, then the *Stonehouse and Nailsworth* Railway Company shall, with all convenient Despatch, lay down and shall thereafter, so long as the Company shall require, maintain such additional Line or Lines of Rails as aforesaid, and shall execute and perform all such Works as may be necessary for that Purpose : Provided always, that the Cost of laying down and maintaining such Line or Lines of Rails as aforesaid, and the Cost of all Alterations of the *Stonehouse and Nailsworth* Railway, or of any of the Works connected

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nected therewith, necessary for or consequent upon the laying down of such Line or Lines of Rails, shall be borne and paid by the Company, and in case of any Difference arising as to the Mode of laying down such Line or Lines of Rails, or of making such Alterations as aforesaid, or as to the Cost thereof, or as to the Time and Manner in which the Works are proceeded with, the same shall be determined by a Referee to be appointed by the Board of Trade upon the Application of either Party.

37. If the Company shall at any Time, by Writing under their Common Seal, require that an additional Line or Lines of Rails shall be laid down upon the *Stonehouse and Nailsworth* Railway between *Dudbridge* and *Stonehouse*, so as to admit of the same being worked upon the Broad Gauge, the *Stonehouse and Nailsworth* Railway Company shall in like Manner, with all convenient Despatch, lay down, and shall thereafter, so long as the Company shall require, maintain such additional Rail or Rails as aforesaid, and shall execute and perform all such Works as may be necessary for that Purpose, at the Cost of the Company, and subject to the like Provision for Arbitration in case of Difference as is herein-before made with reference to the laying down and maintaining an additional Line or Lines of Rails upon the Requisition of the Company between *Nailsworth* and *Dudbridge*.

Stonehouse and Nailsworth Company and their Lessees to give Facilities for laying Broad Gauge between *Dudbridge* and *Stonehouse*.

38. Provided always, That the Company shall, and they are hereby required (upon Notice in Writing given to them by the *Great Western* Railway Company) to exercise and put in force the Power hereby given to the Company for procuring such additional Broad Gauge Rails to be laid down and maintained upon the *Stonehouse and Nailsworth* Railway as aforesaid.

Company to exercise Power to require Broad Gauge on *Stonehouse and Nailsworth* Railway on Requisition of *Great Western* Company.

39. If the Railway hereby authorized shall be constructed upon the Broad Gauge, and if the *Stonehouse and Nailsworth* Railway Company, or the *Midland* Railway Company (if the *Stonehouse and Nailsworth* Railway shall be leased to or worked by that Company) shall desire to lay down upon the Railway hereby authorized a Line or Lines of Rails, so as to admit of the same being worked continuously with the *Stonehouse and Nailsworth* Railway upon the Narrow Gauge, the Company, and the *Stonehouse and Nailsworth* Railway Company, and the *Midland* Railway Company respectively, may make and carry into effect Arrangements and Agreements for such Purpose as aforesaid, upon such Terms and Conditions, and in consideration of such Rent or other annual Payments, as may be agreed on; or, failing such Agreement, if the *Stonehouse and Nailsworth* Railway Company and the *Midland* Railway Company, or either of such Companies, shall, by Writing under their respective

Power to *Stonehouse and Nailsworth* Company to lay down Narrow Gauge on Railway hereby authorized.

Common

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Common Seals, require that such additional Line or Lines of Rails shall be laid down upon the Railway hereby authorized, the Company shall, with all convenient Despatch, lay down, and shall thereafter, so long as the *Stonehouse and Nailsworth* or the *Midland Railway Companies* shall require, maintain such additional Line or Lines of Rails as aforesaid, and shall execute and perform all such Works as may be necessary for that Purpose: Provided always, that the Cost of laying down and maintaining such Line or Lines of Rails as aforesaid, and the Cost of all Alterations of the Railway hereby authorized, or of any of the Works connected therewith, necessary for or consequent upon the laying down of such Line or Lines of Rails, shall be borne and paid by the Company or Companies requiring the same to be laid down; and in case of any Difference arising as to the Mode of laying down such Line or Lines of Rails, or of making such Alterations as aforesaid, or as to the Cost thereof, or as to the Time and Manner in which the Works are proceeded with, the same shall be determined by a Referee to be appointed by the Board of Trade, upon the Application of either Party.

Power to
agree with
Stonehouse
and Nail-
sworth and
Midland
Companies
as to Joint
Station at
Nailsworth.

40. The Company and the *Stonehouse and Nailsworth Railway Company* and the *Midland Railway Company*, if the *Stonehouse and Nailsworth Railway* shall be leased to or worked by that Company, or the Company and either of the said other Companies, may make and carry into effect all such Agreements as they may think fit with regard to the Construction, Arrangement, Management, and Use of a Station at *Nailsworth* for the Accommodation of the Traffic, whether in Passengers or in Goods, Animals, Minerals, or other Matters and Things carried upon the Railways of the respective Companies, and it may by any such Agreement be determined whether such Station shall be constructed and maintained at the joint Expense of the said Companies respectively, and in that Case, whether in equal or unequal Proportions or at the sole Expense of One of the said Companies, and to be used by the said other Companies as the Case may be, upon Terms and Conditions to be mutually agreed on, and whether such Station shall be a joint Station and used in common by the said Companies respectively, or be so divided that a Part or Parts thereof may be devoted to the exclusive Use of each Company, and also whether such Station shall be constructed on Lands to be purchased or provided wholly by One Company or by all the Companies; and it shall be lawful for the Companies in pursuance of any such Agreement as aforesaid, to hold Lands for their joint Use and at their joint Disposal, and to appoint a Joint Committee composed of such Number of their Directors as they may think fit for the Regulation and Management of such Station, and to agree on Regulations as to the Appointment and Duties of such Committee, and to depute to such Joint Com-

mittee

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mittee Powers to agree to, and from Time to Time to vary or rescind Regulations respecting the Management and Use of such Station; and in case any of the Companies shall have purchased or acquired Land for the said Station such Company shall hold such Land as shall have been so acquired and as shall be used for the said Station in trust for the joint Use of all the said Companies upon such Terms as may be agreed upon; and the Company or Companies who shall not have purchased the same shall contribute and pay to the Company who purchased such Land such Portion of the Purchase or Consideration Money and other Expenses incurred in acquiring the same, as has been or shall be agreed upon.

41. Subject to the Conditions and Provisions of Part III. of the "Railways Clauses Act, 1863," the Company and the *Great Western* Railway Company, and the *Midland* Railway Company, or the Company and either of the last-named Companies, may from Time to Time make any Contracts and Agreements with respect to the following Purposes, or any of them; (that is to say,)

Power to make Working and Traffic Arrangements with the *Great Western* and the *Midland* Companies.

First, the User, Working, and Maintenance by the *Great Western* Railway Company and the *Midland* Railway Company, or either of them, of all or any Part of the Railway hereby authorized, and the Stations, Sidings, Watering Places, and all other Works and Conveniences belonging thereto:

Secondly, the Conveyance by the *Great Western* Railway Company and the *Midland* Railway Company, or either of them, of all or any Part of the Traffic passing upon or over the Railway hereby authorized, or any Part thereof:

Thirdly, the Supply of any Rolling or Working Stock to the Company:

Fourthly, the Accommodation, Conveyance, Forwarding, Interchange, and Management of Traffic on, to, and from the Railways of the said respective Companies, or any Part thereof respectively:

Fifthly, the Division between the Companies Parties to such Contracts of the Profits and Receipts arising from the Traffic upon their respective Railways, or any Part thereof respectively:

Sixthly, the Tolls, Rates, Duties, and Charges, Rent or other Consideration, to be charged in respect of such Traffic, or to be paid in respect of such User, and the fixing and appointing of such Tolls, Rates, Duties, and Charges, Rent or other Consideration, or any of them.

42. During the Continuance of any Contract or Agreement which may be entered into under the Authority of this Act, the Railways of the Companies Parties to such Agreement shall, for the Purposes of Tolls and Charges, be considered as One Railway, and in estimating

Tolls during Contracts.

Wilts and Gloucestershire Railway Act, 1864.

the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway and partly on the Railway of any other Company Party to such Agreement, for a less Distance than Five Miles, Tolls and Charges may only be charged as for Five Miles, and in respect of Passengers, Animals, Minerals, and Goods for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Five Miles, Tolls and Charges as for a Quarter of a Mile only, and no other Charge in respect of short Distances traversed on the Railway or Railways shall be made for the Conveyance of Passengers, Animals, and Goods, or other Matters partly on the Railway and partly on the Railway of any other such Railway Company as aforesaid.

Power to
use Stone-
house and
Nailsworth
Railway.

43. The Company and all Companies lawfully using their Railway may pass over and use with their Engines, Carriages, and Waggons, and for the Purposes of Traffic of all Kinds, the *Stonehouse and Nailsworth* Railway or any Part thereof, and the Stations, Sidings, Watering Places, Works, and Conveniences belonging thereto or connected therewith; and the *Stonehouse and Nailsworth* Railway Company and the *Midland* Railway Company, if the *Stonehouse and Nailsworth* Railway shall be leased to or worked by that Company, shall make all necessary Arrangements for that Purpose, and afford all reasonable Facilities, and perform all reasonable Services for the Passage, Reception, Delivery, and Transmission of Traffic over the *Stonehouse and Nailsworth* Railway, to and from the Railway hereby authorized and Places beyond, and make Provision for the Use of Booking Offices at the Stations on the *Stonehouse and Nailsworth* Railway, and all other Matters necessary for facilitating the Traffic aforesaid.

Power to
Company to
employ
Booking
Clerks, &c.
on Stone-
house and
Nailsworth
Railway.

44. It shall be lawful for the Company and all Companies lawfully using their Railway, to employ at the Station on the *Stonehouse and Nailsworth* Railway, such Booking Clerks, Agents, and Servants as may be necessary for the convenient Use by such Company or Companies of such Stations and the Conveniences thereof; and the *Stonehouse and Nailsworth* Railway Company and the *Midland* Railway Company shall, at the Expense of the Company requiring the same, provide all necessary and convenient Accommodation at such Stations for the Use of such Clerks, Agents, and Servants.

Terms of
such Use.

45. The Terms, Conditions, and Regulations to which the Company and such other Companies as aforesaid shall be subject, in respect of the said Use, Facilities, and Services, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the *Stonehouse and Nailsworth* Railway Company and the *Midland* Railway Company respectively, be from Time to Time determined by an Arbitrator to be appointed by the

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the Board of Trade, and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference; and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct.

46. In exercising the Powers herein-before granted it shall not be lawful for the Company, or any other Company lawfully using their Railway, unless with the Consent in Writing of the *Stonehouse and Nailsworth* Railway Company, and of any Company working that Railway, to take up at any Station upon the *Stonehouse and Nailsworth* Railway, or at the *Nailsworth* Station (whether the same shall be a joint Station of the Company and the *Stonehouse and Nailsworth* Railway Company, or a separate Station of the last-named Company, or of the Company), any Passengers, Parcels, Animals, Goods, or Minerals, or other Matters or Things, and to deliver the same at any other Station upon the said Railway.

For protect-
ing local
Traffic of
Stonehouse
and *Nails-
worth* Com-
pany.

47. The *Stonehouse and Nailsworth* Railway Company, and all Companies lawfully using their Railway, may pass over and use with their Engines, Carriages, and Waggons, for the Purposes of Traffic of all Kinds, the Railway hereby authorized, and the Stations, Sidings, Watering Places, Works, and Conveniences belonging thereto or connected therewith, and the Company shall make all necessary Arrangements for that Purpose, and afford all reasonable Facilities, and perform all reasonable Services for the Passage, Reception, Delivery, and Transmission of Traffic over their Railway to and from the *Stonehouse and Nailsworth* Railway and Places beyond, and make Provision for the Use of Booking Offices at the Stations on the Railway hereby authorized, and all other Matters necessary for facilitating the Traffic aforesaid.

Power to
Stonehouse
and *Nails-
worth* Com-
pany to use
Railway.

48. It shall be lawful for the *Midland* Railway Company, so long as they shall work the *Stonehouse and Nailsworth* Railway, to employ at the Stations on the Railway such Booking Clerks, Agents, and Servants as may be necessary for the convenient Use by the *Midland* Company of such Stations, and the Conveniences thereof, and the Company shall, at the Expense of the *Midland* Railway Company, provide all necessary and convenient Accommodation at such Stations for the Use of such Clerks, Agents, and Servants.

Power to
Midland
Company
to employ
Booking
Clerks, &c.
on the Rail-
way in cer-
tain Cases.

49. The Terms, Conditions, and Regulations to which the *Stonehouse and Nailsworth* Railway Company and such other Companies as aforesaid shall be subject in respect of the said Use, Facilities, and Services, and the Tolls and other Consideration to be paid by them for the same shall, if not agreed upon between them and the Company, be from Time to Time determined by an Arbitrator to be appointed by

Terms of
such Use.

Wilts and Gloucestershire Railway Act, 1864.

by the Board of Trade, and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct.

For protect-
ing local
Traffic of the
Company.

50. In exercising the Powers herein-before granted it shall not be lawful for the *Stonehouse and Nailsworth* Railway Company, or any other Company lawfully using their Railway, unless with the Consent in Writing of the Company, to take up at any Station upon any Portion of the Railway hereby authorized, or at the *Nailsworth* Station, (whether the same shall be a joint Station of the *Stonehouse and Nailsworth* Railway Company and of the Company, or a separate Station of the *Stonehouse and Nailsworth* Railway Company or of the Company,) any Passengers, Parcels, Animals, Goods or Minerals, Matters or Things, and to deliver the same at any other Station of the Company.

Deposit in
Court of
Chancery to
be forfeited
to the Crown
on a certain
Event.

51. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Twenty-seven thousand Pounds of Consols, purchased for the Sum of Twenty-three thousand nine hundred and twenty Pounds, has been transferred to the Court of Chancery in *England* in respect of the Application to Parliament for this Act: And whereas the said Sum of Twenty-three thousand nine hundred and twenty Pounds is Eight Pounds *per Centum* on Two hundred and ninety-nine thousand Pounds, the Amount of the Estimate of the Expense of the Railways originally sought to be authorized by this Act, but inasmuch as the estimated Cost of the Undertaking authorized by this Act is only Two hundred and forty-three thousand Pounds, the Sum required to be deposited in respect of such reduced Estimate is Nineteen thousand four hundred and forty Pounds, which Sum, if invested in Consols on the Day on which the said Sum of Twenty-three thousand nine hundred and twenty Pounds was so invested, would have been equal in Value to Twenty-one thousand nine hundred and forty-three Pounds: Therefore, if at any Time after the passing of this Act the Persons named in the said Warrant or Order, or the Survivors or Survivor of them, or the Majority of such Persons, or the Executors or Administrators of such Survivor, shall apply by Petition to the Court of Chancery for that Purpose, the said Court shall order the Sum of Five thousand and fifty-seven Pounds Stock, Part of the said Sum of Twenty-seven thousand Pounds Stock, and a proportionate Part of the Dividends which shall at the Date of the Order have accrued in respect of the last-mentioned Sum of Stock, to be transferred and paid to the Parties or Party so applying, or to any other Person or Persons whom they or he may appoint in their Behalf, and the remaining Sum of Twenty-one thousand nine hundred and forty-three Pounds Stock, and the remaining Part of the Dividends accrued

Wilts and Gloucestershire Railway Act, 1864.

accrued up to the Date of the said Order, and the future Dividends of the said Sum of Twenty-one thousand nine hundred and forty-three Pounds Stock shall be held and disposed of by the said Court as by the said Act of the Ninth and Tenth Years of Her present Majesty is directed with reference to Stock transferred in pursuance of that Act and the Dividends on such Stocks, in the same Manner in all respects as if the said Sum of Twenty-one thousand nine hundred and forty-three Pounds had been the entire Sum named in the said Warrant or Order and transferred into the Court of Chancery with respect to this Application: Provided, that notwithstanding anything contained in the said last-recited Act, the said Sum of Twenty-one thousand nine hundred and forty-three Pounds Stock, or the Interest or Dividends of that Sum shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, 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, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railway for the public Conveyance of Passengers or have given such Proof as aforesaid, to the Satisfaction of the Lords of the said Committee, the said Sum of Twenty-one thousand nine hundred and forty-three Pounds Stock, transferred as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Nineteen thousand four hundred and forty Pounds shall have been executed by the Company, with One or more Sureties (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury), conditioned for Payment to Her Majesty, Her Heirs and Successors, of the said Sum of Nineteen thousand four hundred and forty Pounds if the Company shall not, within the Time limited for the Completion of the said Railway,

[Local.]

36 D

either

Wilts and Gloucestershire Railway Act, 1864.

either open the said Railway for the public Conveyance of Passengers or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then the said Sum of Twenty-one thousand nine hundred and forty-three Pounds Stock, and the Interest and Dividends thereof, shall be paid and transferred to or on the Application of the Person or Persons, or the Majority of the Persons, named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act, if such Bond had not been executed and deposited as aforesaid, and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Interest not
to be paid
on Calls paid
up.

52. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

53. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

54. Nothing

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

Railway
not exempt
from Provi-
sions of
General
Acts.

55. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

Expenses of
Act.

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