



CHAPTER ccxii.

An Act to authorise the Construction of a New Station at Cheltenham in the county of Gloucester and for other purposes. A.D. 1890.
[14th August 1890.]

WHEREAS the making and maintaining of a new station at Cheltenham in the county of Gloucester (herein-after called "the station") for the accommodation of the traffic of the Midland and South-western Junction Railway Company (herein-after called "the railway company") 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 station and are desirous of being incorporated into a company (herein-after called "the Company") for that purpose :

And whereas it is expedient to confirm a certain agreement made between the Company and the railway company with respect to the use of the station and for a lease thereof in perpetuity to the railway company :

And whereas it is expedient that the railway company should be authorised to sell or let to the Company lands for the purposes of the station :

And whereas plans showing the lands intended to be taken for the purposes of the station 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 Gloucester and are herein-after respectively referred to as the deposited plans 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

A.D. 1890. — 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 Cheltenham Station Act 1890.

Incorporation of general Acts. 2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 and the Lands Clauses Acts are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation. 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 expressions "the station" and "the undertaking" mean respectively the station and undertaking by this Act authorised the expression "the railway company" means the Midland and South-western Junction Railway Company 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.

Company incorporated. 4. William Edward Nicolson Browne Francis Douglas Grey and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the station and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Cheltenham Station 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 land for the purposes of this Act.

Power to make station. 5. Subject to the provisions of this Act the Company may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for the purposes of the station and may construct the station thereon. Provided always that before the Company give notice to treat for the purchase of such lands or any part thereof

they shall prove to two justices that they have deposited in a bank in the names of four persons two to be named by the Company and two by the owners of the said lands not less than one thousand five hundred pounds which sum shall be applied to the purchase of such lands and to no other purpose whatsoever and the surplus if any of such deposit together with the interest thereon after such lands have been paid for shall be applied towards the general purposes of the undertaking to which capital is properly applicable. A.D. 1890.

6. If the Company in the construction of the station arch or otherwise cover over the course of the River Chelt they shall provide and construct a clear waterway throughout the whole of the part so arched over or covered of at least seventy-five feet in sectional area and of not less than sixteen feet in width throughout the whole of such waterway free from any obstruction. For protection of Corporation of Cheltenham.

7. The Company shall not enter upon occupy or use either permanently or temporarily any of the lands works or property of the railway company or of the Midland Railway Company or in any manner alter vary or interfere with the railways of those companies or the works of or connected therewith without the consent of those companies under their respective common seals. Not to take lands or interfere with Midland and South-western Junction Railways except by consent.

8. The railway company may sell or let to the Company for the purposes of the station any land now belonging to them or which they have power to acquire. Power to railway company to sell or let land to Company.

9. Every communication between the station and the respective railways of the railway company or of the Midland Railway Company shall be effected by means of connecting rails and points of the most approved construction and laid in the most approved and efficient manner to the reasonable satisfaction of the engineer of the Company with whose railway such communication is made. Provision as to communications with other railways.

10. The capital of the Company shall be twenty thousand pounds in two thousand shares of ten pounds each. Capital.

11. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation 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. Shares not to be issued until one fifth paid.

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. Calls.

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Receipt clause
in case of
persons not
sui juris.

Application
of moneys.

First
ordinary
meeting.

Number of
directors.

Qualification
of directors.

Quorum of
directors.

First
directors.

Period for
compulsory
purchase of
lands.

Power to
take ease-
ments by
agreement.

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.

14. All moneys raised under this Act shall be applied only to the purposes of this Act to which capital is properly applicable.

15. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

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

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

18. The quorum of a meeting of directors shall be three.

19. William Edward Nicolson Browne Francis Douglas Grey John Henry Gale and two other 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 they continue 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 herein-before 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 died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

20. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

21. 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 any such lands and the provisions of the said Acts with respect to lands and rent-charges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. A.D. 1890.

22. The Company shall not under the powers by this Act granted without the consent of the Local Government Board take ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers : Restriction on taking houses of labouring class.

For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

23. The memorandum of agreement made between Lieutenant-Colonel Francis Douglas Grey and William Edward Nicolson Browne two provisional directors acting on behalf of the Company of the one part and the railway company of the other part dated the tenth day of July one thousand eight hundred and ninety as set forth in the schedule to this Act is hereby confirmed and made binding on the Company and the railway company and full effect may and shall be given thereto. Confirming scheduled agreement.

24. From and after the execution of the lease by the Company to the railway company in pursuance of the agreement contained in the schedule to this Act the station shall for all purposes of tolls rates and charges and for all other purposes whatsoever be deemed to be and shall be a station of the railway company. Station to be deemed a station for all purposes of tolls &c.

25. 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.

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The SCHEDULE.

MEMORANDUM OF AGREEMENT made the tenth day of July 1890 between Lieutenant-Colonel FRANCIS DOUGLAS GREY of The Angles East Sheen in the county of Surrey and WILLIAM EDWARD NICOLSON BROWNE of Chiseldon in the county of Wilts Esquire two provisional directors acting on behalf of the Cheltenham Station Company (which Company is hereinafter called "the Station Company") of the one part and the MIDLAND AND SOUTH-WESTERN JUNCTION RAILWAY COMPANY (hereinafter called "the Railway Company") of the other part.

WHEREAS the Railway Company are constructing a railway which will shortly be completed from Cirencester to Andoversford forming a junction there with the railway of the Banbury and Cheltenham Direct Railway Company over whose railway the Railway Company have running powers giving them access to the railway of the Midland Railway Company (hereinafter called "the Midland Company" at or near Cheltenham And whereas the Railway Company have entered into an Agreement dated the 14th of January 1890 with the Midland Company for running into and using the Lansdowne and High Street Stations at Cheltenham of the Midland Company and for the reception and interchange of passenger goods and other traffic in the manner and on the terms in the said Agreement contained And whereas the Railway Company by their Act of 1889 obtained powers to take certain lands at Cheltenham therein described but such lands will not be sufficient for the purposes of the works provided for or rendered necessary by the said Agreement with the Midland Company And whereas the Station Company has deposited a Bill in Parliament to enable them to acquire certain other lands and to construct works requisite for the proper reception delivery and interchange of the Railway Company's traffic And whereas it would be to the advantage of both companies that the Station Company should carry out all the works necessary for the purposes aforesaid and the Railway Company have requested them to agree so to do Now this Agreement witnesseth that if the pending Bill of the Station Company shall in the present session of Parliament be passed into an Act and receive the Royal Assent the following heads of Agreement shall have effect and be binding on the Station Company and on the Railway Company (that is to say):—

1. Subject to the provisions of this Agreement the Station Company shall carry out at their own expense and in accordance with the terms and conditions of the said Agreement of the 14th January 1890 all the works described and comprised therein or so much thereof as shall be required

by the Railway Company and such further and other works as are herein-after provided for.

2. The Railway Company shall at the request and cost of the Station Company exercise such and so much of the compulsory powers of acquiring land vested in them by the Midland and South-western Junction Railway Act 1889 as may enable them to acquire and transfer to the Station Company any lands which by the said Act the Railway Company are empowered to take and which may be necessary to carry out the works prescribed by the said Agreement or required by the Railway Company.
3. The Station Company shall at their own cost acquire such and so much of the lands over which by the pending Bill they may acquire compulsory powers as may be necessary to enable them to construct thereon such station siding and such other works and accommodation as may from time to time be reasonably required by the Railway Company to enable the traffic of the Railway Company to be efficiently and conveniently accommodated and carried on.
4. The Station Company shall in no case be compellable to expend for the accommodation of the Railway Company or of the Midland Company any money in excess of its capital powers for the time being.
5. From and after the execution of the works comprised in the said Agreement of 14th of January 1890 the Station Company shall grant and the Railway Company shall take a lease in perpetuity of the said lands and all the works from time to time constructed as herein-before mentioned and such lease shall in addition to the ordinary provisions contain the following covenants and conditions (that is to say):—
 - (a.) A covenant by the Station Company for the execution by them at their own expense from time to time at the request of the Railway Company upon lands at the time of such request belonging to the Station Company or transferred to them for that purpose by the Railway Company of any works which may from time to time be reasonably required by the Railway Company for the accommodation of their traffic provided that the total expenditure of the Station Company for the purposes of this Agreement including the costs charges and expenses of the pending Bill shall not exceed twenty thousand pounds.
 - (b.) A covenant by the Railway Company to pay to the Station Company by way of rent for the use of the accommodation from time to time provided an annual sum of £5 per centum per annum upon the capital sum from time to time expended by the Station Company in preparing for and obtaining the pending Bill and in carrying the same and this Agreement into effect with all expenses necessarily incidental thereto Such capital sum shall be such an amount as shall from time to time have been raised and expended by the Station Company as certified from time to time by the auditors of the Station Company such auditors to be two public accountants one of whom shall be previously approved by the Railway Company by writing under the hand of their secretary.

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- (c.) A covenant by the Railway Company that the rent so reserved and payable shall be paid by equal monthly instalments within one week of the last day of each calendar month and that such rent shall be deemed to be part of and payable as a working expense of the Railway Company.
 - (d.) A covenant that the rent so payable shall be a first charge upon all moneys belonging to the Railway Company taken at the station by the Railway Company or received by them in respect of passengers booked and goods consigned therefrom or thereto with a provision enabling the Station Company in case of default by the Railway Company to appoint a receiver or receivers of such moneys.
 - (e.) A covenant by the Railway Company to use the said station and works in such manner as fully to develop and encourage the traffic therefrom and thereto.
 - (f.) A covenant by the Railway Company to maintain in good and proper repair and to restore if damaged or destroyed by fire or otherwise all the works from time to time executed and comprised in the lease.
 - (g.) A covenant by the Railway Company to keep the Station Company indemnified against any payments to be made to the Midland Company for way-leaves or otherwise under the said Agreement of 14th January 1890.
 - (h.) A covenant by the Station Company not to execute any works other than those from time to time required by the Railway Company.
6. The works first to be executed by the Station Company shall be those shown on the plans annexed hereto three copies of which are signed by the Right Honourable the Earl of Morley the Chairman of Committees of the House of Lords and one of such copies is deposited in the Parliament Office and another in the office of the Station Company and another in the office of the Railway Company.
 7. All such works shall be constructed in accordance with plans and specifications approved by and shall be carried out under the superintendence and to the reasonable satisfaction of the Railway Company's engineer for the time being.
 8. The Station Company shall not sell or lease the station and works to any person or body other than the Railway Company without the consent in writing of the Railway Company.
 9. If and whenever any difference arises between the companies parties hereto touching the true intent and meaning of these heads or any thing to be done in pursuance thereof or as to the reasonableness of any demand by the Railway Company upon the Station Company the same shall be referred to and determined by a single arbitrator to be agreed between the companies parties hereto or failing agreement to a single arbitrator to be appointed by the President for the time being of the Institute of Civil Engineers and every matter or question so referred shall be deemed to be a matter in difference under the provisions of the Railway Companies

Arbitration Act 1859 and this Agreement shall be and have effect as an agreement between the companies for arbitration under that Act and both companies hereby agree that neither shall have or exercise any power of revoking this submission. A.D. 1890.

10. This Agreement is made subject to any alterations which may be made by Parliament therein during the passage of the Station Company's now pending Bill. Provided always that if the committee on the Bill make any material alteration herein it shall be competent to either party to withdraw from the same.

Signed sealed and delivered by the above-mentioned Francis Douglas Grey and William Edward Nicolson Browne in the presence of—

JAMES WARD BURCHELL

5 The Sanctuary Westminster

Solicitor.

F. D. GREY.

W. E. NICOLSON BROWNE.

The Seal of the
Midland and South-
Western Junction
Railway.

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