ANNO VICESIMO TERTIO

VICTORIÆ REGINÆ.

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Cap. xi.

An Act to authorize the Construction of a Railway from the *Great Western* Railway at *Chippenham* to *Calne* in *Wilts*. [15th *May* 1860.]

WHEREAS the making of a Railway from the *Great Western* Railway at *Chippenham* to the Town of *Calne* in *Wilts* would be attended with great local and public Advantage: And whereas the estimated Expense of the said Railway is Thirty-five thousand Pounds, and the Persons herein-after named, with others, are willing, at their own Expense, to construct the Railway: And whereas a Plan and Section of the Railway, showing the Line and Levels thereof, with a Book of Reference to the Plan, containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of the Lands through which the said Railway will pass, have been deposited with the Clerk of the Peace for the said County: And whereas it is expedient that the *Great Western* Railway Company should be authorized to enter into Arrangements with respect to the Working and Management of the Railway; but the Purposes aforesaid cannot be accomplished 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

the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

8 & 9 Vict. cc. 16. 18. & 20. incorporated.

I. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Interpretation of Terms.

II. In this Act the Words "the Company" shall mean the Company incorporated by this Act, and the Words "the Undertaking" or "the Railway" shall mean the Railway and the Works connected therewith by this Act authorized.

Subscribers incorporated.

III. *Thomas Large Henley*, *Henry Harris*, *William John Dowding*, *Charles Harris*, *Robert Henley* the younger, *Thomas Harris*, and *George Harris*, 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 Purposes of the Undertaking, and such Company shall be incorporated by the Name of "The *Calne* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said Acts contained.

Capital.

IV. The Capital of the Company shall be Thirty-five thousand Pounds, and shall be divided into Three thousand five hundred Shares of Ten Pounds each.

Calls.

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

Power to borrow on Mortgage.

VI. The Company may borrow on Mortgage any Sums not exceeding in the whole the Sum of Eleven thousand six hundred Pounds; but no Part of such Sum shall be borrowed until the whole of the Share Capital of Thirty-five thousand Pounds shall have been created and issued, and Parties shall be registered in the Books of the Company as the actual Holders thereof, and shall be legally liable therefor, and until One Half of the said Share Capital shall have been actually paid up.

Application of Capital.

VII. The Monies by this Act authorized to be raised, whether by Shares or Mortgage, shall be applied only to the Purposes by this Act authorized.

VIII. It

Interest not to be paid on Calls paid up.

VIII. 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.

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

IX. 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 execute any other Work or Undertaking.

First and other Meetings.

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

Number and Qualification of Directors.

XI. The Number of Directors shall be Five; and the Qualification of a Director shall be the Possession in his own Right of Thirty Shares in the Undertaking.

First Directors.

XII. *Thomas Large Henley*, *Henry Harris*, *William John Dowding*, *Robert Henley* the younger, and *Thomas Harris* shall be the First Directors of the Company.

Such Directors to continue in Office until First Meeting after passing of Act.

XIII. 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 contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall

shall continue to be Directors until others are elected in their Stead, in manner provided by "The Companies Clauses Consolidation Act, 1845," or by this Act or either of them.

Quorum.

XIV. The Quorum of a Meeting of Directors shall be Three.

Power to make Railway according to deposited Plans.

XV. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plan and described in the said Book of Reference, and according to the Levels described on the said Section; and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Describing Line of Railway.

XVI. The Railway (which will be wholly situate in *Wilts*) shall commence by a Junction with the *Great Western* Railway in the Parish of *Langley Burrell*, pass thence through or into the Parishes of *Langley Burrell*, *Chippenham*, *Bremhill*, and *Calne*, and terminate at the Town of *Calne*.

Communication with Great Western Railway to be made under the Direction of their Engineer.

XVII. The Communication between the Railway hereby authorized and the *Great Western* Railway, and all such Openings in the Ledges or Flanches of such Railway as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Great Western* Railway Company; and in case of any Difference arising as to the Mode of effecting such Communication the same shall be determined by a Referee to be appointed, at the Cost of the Company, by the Board of Trade, on the Application of either Company.

Not to take Lands or interfere with Works of Great Western Railway Company without Consent.

XVIII. Excepting as is by this Act specially provided, nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to the *Great Western* Railway Company, or to alter, vary, or interfere with their Railway or any of the Works thereof, further or otherwise than is necessary for the convenient Junction and Intercommunication between their said Railway and the Railway hereby authorized, without the Consent in Writing of the *Great Western* Railway Company in every Instance for that Purpose first had and obtained.

As to Expense of Signals, Watchmen, &c.

XIX. The *Great Western* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons, as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the Working and Management

ment of such Signals and Conveniences, whether on the Land of the *Great Western* Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *Great Western* Railway Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Saving the Rights of that Company.

XX. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Great Western* Railway Company, otherwise than is herein expressly provided.

Power to use Portion of Great Western Railway.

XXI. The Company, and all Persons and Corporations authorized by them, may use, pass over, and work, with and by their Engines and Carriages of every Description belonging to or employed by them, and for the Purposes of Traffic of all Kinds, so much of the *Great Western* Railway as will lie between the Point of Junction therewith of the Railway hereby authorized and the *Chippenham* Station of the *Great Western* Railway, including the Use of that Station, and of the Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Booking and other Offices, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said Portion of Railway or the said Station, and the *Great Western* Railway Company shall make all requisite Arrangements for that Purpose.

Terms of such Use.

XXII. The Terms, Conditions, and Regulations to which the Company and such other Persons and Corporations as aforesaid shall be subject in respect of such Use, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the *Great Western* Railway Company, be from Time to Time determined by the Board of Trade, or by an Arbitrator to be appointed by that Board; and the Decisions of that Board or of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of that Board and of such Arbitrator shall be defrayed by the Company; and either of the said Companies, or such other Persons or Corporations aforesaid, who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by the Board of Trade or any such Arbitrator in the Premises, shall forfeit and pay any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

Directing how the Railway is to be carried

XXIII. And whereas the Railway is intended to be carried over the *Wilts and Berks* Canal: Therefore, except as by this Act specially provided, nothing in this Act contained shall diminish, alter, prejudice, affect,

ried across the Wilts and Berks Canal.

affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Wilts and Berks* Canal (herein-after referred to as the Canal Company), or empower the Company to render the Depth of the Pound of the said Canal less than Four Feet Six Inches from the Top-water Level, or, excepting so far as may be necessary, in constructing the Railway over the said Canal, in accordance with the Provisions next herein-after contained, to divert the Course of the said Canal, unless with the Consent of the Canal Company.

Defining Dimensions of Bridge or Viaduct over the Canal.

XXIV. Where the Railway is carried over the said Canal a good and sufficient Bridge or Viaduct shall be built of Iron, Stone, or Brick, and every such Bridge or Viaduct shall have a clear and uniform Opening of not less than Twelve Feet for the Waterway and Seven Feet for the Towing-path under the same, and the Height of the Soffit of the Arch in the Centre thereof shall be at least Ten Feet, and no Part of the Arch over the Towing-path shall be less than Eight Feet above the Top-water Level of the said Canal, and the said Towing-path shall be Two Feet above the said Level; and the Navigation of the said Canal shall not be impeded during the Construction of any such Bridge or Viaduct, or at any future Time, by reason thereof, any further or otherwise than may be unavoidably necessary in its Construction, Maintenance, or Repair; and the Company shall, at their own Expense, at all Times when requisite, maintain the said Bridge or Viaduct, with their respective Wing Walls, Parapets, Towing-paths, and Appurtenances, and every Work connected therewith, in good and perfect Order, Repair, and Condition, to the Satisfaction of the principal Engineer for the Time being of the said Canal Company, subject to Reference as is herein-after provided.

Compensation to be paid for stopping the Navigation of the Canal.

XXV. And whereas during the Construction of the Railway a temporary Interruption may be occasioned to the Trade and Navigation of the said Canal: Therefore, as often as the free Navigation of the said Canal is obstructed during the Execution of any of the Works authorized by this Act, or during the Repairs of the same, or by reason of the bad State of Repair of any such Works, or by any Act or Omission of the Company, or any of their Agents, Servants, or Workmen, so that Boats or other Vessels may be prevented from navigating or using the said Canal, then and in any of the said Cases the Company shall pay to the Canal Company, as or by way of ascertained Damages, the Sum of Fifty Pounds *per Diem* for every working Day and in the same Proportion for any fractional Part of the Day during which such Obstruction shall continue; and in case the Bridge or Viaduct or other Works of the Railway which shall in any Way or Manner be connected with any Crossing of the said Canal shall at any Time be in want of Repair, and owing thereto shall cause any Obstruction to or impede the Navigation of such Canal, and Notice thereof being given by the Clerk or Superintendent of the Canal Company to the Secretary or Engineer for the Time being

being of the Company, the Company shall not for the Space of Three clear Days after such Notice commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the Canal Company from Time to Time to make all such Repairs to such Bridge or Viaduct or other Works as may be necessary, and all the Expenses thereof shall be repaid by the Company to the Canal Company.

Directing how the same may be recovered.

XXVI. In default of Payment, on Demand made of the Treasurer or other Officer for the Time being of the Company by the Clerk or Superintendent of the Canal Company, either of the said Compensation for Damages or such Expenses of Repairs to be respectively paid to the said last-mentioned Company as aforesaid, as the Case may be, the Canal Company may sue for and recover the same against the Company by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

The Bridge or Viaduct over the Canal to be constructed as directed by the Engineers of the Two Companies.

XXVII. Before the Company shall erect any Bridge or Viaduct over the said Canal, the Form and Dimensions of such Bridge or Viaduct, if not previously agreed upon or consented to by the Canal Company, shall be referred, at the Expense of the Company, to the Decision of Two Engineers, one to be appointed by the Company and the other by the Canal Company, and if such Engineers shall not agree in the Premises the Matters in dispute shall be referred to a Third Engineer, at the Expense of the Company, to be named as Umpire by the said Two Engineers, and the Decision of such Umpire shall be final; and the Company shall have Power only to construct every such Bridge or Viaduct according to the Specifications of the said Two Engineers, in case they shall agree on the same, or of the said Umpire, in case they shall not agree: Provided always, that if the Canal Company refuse, or for the Space of One Calendar Month next after Notice signed by the Clerk or Secretary for the Time being of the Company, and left with the Clerk or Superintendent of the Canal Company or at his usual Place of Abode, requiring them so to do, shall neglect to nominate an Engineer on their Behalf, the Company shall have full Power to construct the said Bridge or Viaduct according to the Plans of their Engineer for the Time being; provided also, that in case any Engineer appointed by the Canal Company shall die, or become incapable of acting, or shall refuse or for the Space of One Calendar Month after his Appointment shall neglect to act, then and in either of the said Cases the Canal Company shall have Power to appoint, at the Expense of the Company, another Engineer in his Stead, within Ten Days after Notice given in manner hereinbefore mentioned requiring them so to do, and in default of such Appointment the Company may construct such Bridge or Viaduct in like Manner as though no original Appointment of an Engineer had been made by the Canal Company.

XXVIII. If

Proceedings not void if, after Appointment of Umpire, One of the Arbitrators ceases to act.

XXVIII. If the Engineers appointed as Arbitrators by the Canal Company and by the Company respectively shall have named an Umpire, and either of such Arbitrators shall subsequently cease to act, all Matters remaining unsettled may be settled and determined, at the Expense of the Company, by the Arbitrator who shall continue to act, and by the said Umpire, and the Specification of the said Bridge or Viaduct made by such Arbitrator and Umpire shall be binding.

Award to be made within Three Months, or Company to proceed with Works.

XXIX. The Award of the said Two Engineers respectively appointed as Arbitrator or of their Umpire (as the Case may be) shall be made within Three Calendar Months from the Date of the Appointment of the said Two Engineers as Arbitrators, and in default thereof the Company shall have full Power to proceed with their Works in the same Manner as herein-before mentioned, in case of Refusal or Neglect by the Canal Company to appoint an Arbitrator.

Notice of Stoppage of Canal to be given to Canal Company.

XXX. Whenever it may become necessary for the Company, either for the Construction of any of the Works authorized by this Act, or for the subsequent Repair of the same, to cause a Stoppage of the said Canal, then and in every such Case the Secretary or Engineer of the Company shall give Seven clear Days Notice in Writing to the Clerk or Superintendent of the Canal Company of the Time when such Stoppage is to begin, so that no Doubt or Question may arise as to the Commencement of the Interruption to the Navigation of the said Canal.

Regulating crossing over the Avon.

XXXI. The Railway shall be carried across the River *Avon* in the Parish of *Chippenham* by a Viaduct of at least Sixty Yards in Length.

Lands for extraordinary Purposes.

XXXII. The Quantity of Land to be taken by the Company adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed One Acre.

Powers for compulsory Purchases limited.

XXXIII. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for Completion of Works,

XXXIV. The Railway shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making 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.

Money deposited in the Court of Chancery

XXXV. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Two thousand eight hundred

hundred Pounds has been deposited, pursuant to the said Act, in respect of the Application to Parliament for this Act, being Eight *per Centum* upon Thirty-five thousand Pounds, the estimated Cost of the Railway: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Two thousand eight hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, 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 either open the 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 Railway for 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 Money deposited 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 Two thousand eight hundred 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 or Successors, of the said Sum of Two thousand eight hundred Pounds if the Company shall not within the Time limited for the Completion of the Railway either open the 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 such Sum of Money, and the Interest or Dividends thereof, shall be paid, to or on the Application of the Person or Persons or the Majority of the

to be forfeited to the Crown in a certain Event.

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 Moneys 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.

Tolls.

XXXVI. It shall be lawful for the Company to demand and receive any Tolls for the Use of the Railway, not exceeding the following; (that is to say,)

Tolls for Passengers or Cattle.

1. In respect of Passengers and Animals conveyed upon the Railway, as follows:

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

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

For Cattle, the Sum of Twopence *per* Head *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum of One Penny *per* Mile:

For Calves, Pigs, Sheep, and small Animals, One Penny each *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum of One Halfpenny *per* Mile:

Tonnage on Articles of Merchandise.

2. In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows;

For all Coals, Coke, Culm, Cannel, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Bullets, and rolled Iron, Limestone, Chalk, Lime, Bricks, Salt, Sand, Fireclay, Cinders, Slag, and Stone, *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 Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, Charcoal, Stones for building, pitching, and paving, Tiles, Slates, and Clay, (except Fireclay), and for Wrought Iron, not otherwise specifically classed herein, and for heavy Iron Castings, including Railway Chairs, *per* Ton *per* Mile One Halfpenny; and if conveyed in Carriages

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, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per* Ton *per* Mile Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For Cotton and other Wools, Drugs, and 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:

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, Sixpence *per* Mile:

And a like 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.

Tolls for propelling Power.

XXXVII. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken for the Use of the Railway.

Maximum Rates of Charges.

XXXVIII. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers along the Railway, including the Tolls for the Use of the Railway, and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance as aforesaid, shall not exceed the following Sums; (that is to say,)

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

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

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

For Cattle, Goods, &c.

XXXIX. And with respect to the Conveyance of Goods the maximum Rates of Charges to be made by the Company for the Conveyance thereof along the Railway, including the Tolls for the Use of the Railway and Waggons or Trucks and locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums; (that is to say,)

For every Horse, Mule, and other Beast of Draught or Burden, Fourpence *per* Mile:

For Cattle, Threepence *per* Head *per* Mile:

For Calves, Pigs, Sheep, and small Animals, One Penny Halfpenny each *per* Mile:

For all Coal, Coke, Ironstone, and other Articles herein-before classed therewith, Twopence Halfpenny *per* Ton *per* Mile:

For all Dung, Compost, and other Articles herein-before classed therewith, Twopence *per* Ton *per* Mile:

For all Sugar, Grain, and other Articles herein-before classed therewith, Threepence *per* Ton *per* Mile:

For all Cotton and other Articles herein-before classed therewith, Fourpence *per* Ton *per* Mile:

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, *per* Mile Sixpence, and One Penny Halfpenny for every additional Quarter of a Ton which such Carriage may weigh.

Regulations as to the Tolls.

XL. The following Provisions and Regulations shall be applicable to the fixing of such Tolls and Charges; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than Three Miles the Company may demand Tolls and Charges as for Three Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand Tolls as for One Mile in respect of Passengers, and One Quarter of a Mile in respect of Animals and Goods:

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:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois 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, and so on in proportion for any smaller Quantity.

Tolls for small Parcels and Articles of great Weight.

XLI. And with respect to small Packages and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage on the Railway or any Part thereof of any Parcel not exceeding Seven Pounds in Weight, Threepence;

For the Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Sixpence;

For

For the Carriage of any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Ninepence;

For the Carriage of any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, One Shilling;

And for the Carriage of any Parcel exceeding Fifty-six Pounds but not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile;

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Passengers Luggage.

XLII. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Company may take increased Charges by Agreement.

XLIII. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge over and above the Charges herein-before limited for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Restriction as to Charges not to apply to Special Trains.

XLIV. Provided also, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the Railway, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Company may contract with

XLV. It shall be lawful for the Company on the one hand, and the *Great Western* Railway Company on the other hand, from Time to Time to

the Great Western Railway Company as to Working and Use of Railway.

to enter into Contracts and Agreements for and in respect of the Working, Maintenance, Management, and Use of the Railway, and for and in respect of the Interchange of Traffic, and the Collection, Division, and Appropriation of the Tolls, Rates, and Charges in respect thereof, and any Matter incidental thereto.

Contract subject to Approval of Board of Trade.

XLVI. Provided always, That any such Contract or Agreement shall not be valid and binding unless and until approved of by the Board of Trade, who shall not approve thereof without being satisfied that it has been duly assented to by the Shareholders of the respective Companies in Extraordinary Meeting assembled for the Purpose, as herein-after provided.

Sanction of Extraordinary Meetings to Traffic Arrangements.

XLVII. Any such Contract or Agreement shall not be valid unless the Sanction of an Extraordinary Meeting of each of the said Companies shall have been or shall be given thereto by a Majority at each such Meeting of Holders of Three Fifths of the Capital represented thereat respectively, personally or by Proxy.

Traffic Arrangements not to affect Tolls, &c.

XLVIII. Provided also, That any such Contract or Agreement shall not in any Manner increase any of the Tolls, Rates, or Charges which the respective Companies are from Time to Time respectively authorized to demand or receive from any Person not Party to the Contract or Agreement, but all such other Persons shall, notwithstanding any such Contract or Agreement, be entitled to use the Railways to which the Contract or Agreement relates, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as if the Contract or Agreement were not entered into.

As to Toll payable on both Lines during Agreement.

XLIX. In estimating the Tolls or Charges to be paid during the Continuance in force of any such Agreement as aforesaid in respect of Articles or Persons conveyed for short Distances partly upon the *Great Western* Railway and partly upon the Railway by this Act authorized, the last-mentioned Railway shall be considered as Part of the *Great Western* Railway.

Agreements to be subject to periodical Revisal of Board of Trade.

L. It shall be lawful for the Board of Trade, at the Expiration of every Ten Years after any such Contract or Agreement shall have been entered into, to revise, and, if they think fit, to put an end to, any such Contract or Agreement, or to allow the same to be continued, with or without any Alteration therein: Provided always, that before the Board of Trade shall proceed to any such Revision the Company shall and they are hereby required to publish such Notices of the intended Revision as the Board of Trade shall direct; provided also, that any Alteration so required by the Board of Trade shall be approved of by Three Fifths at least of the Votes of the Shareholders of the respective Companies

Companies present, in Person or by Proxy, at General Meetings of the respective Companies, convened with special Notice of the Purpose, and if not so approved of, the Contract or Agreement shall cease and determine at the Expiration of Twelve Months after the Board of Trade shall have signified to the respective Companies the Alteration required by the said Board.

Railway not exempt from Provisions of present and future General Acts.

LI. 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 and more impartial Audit of the Accounts of Railway Companies now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act, or of the Rates for small Parcels.

Short Title. Expenses of Act.

LII. This Act may be cited for all Purposes as "The *Calne* Railway Act, 1860;" and all the Costs, Charges, and Expenses of and incidental to the obtaining of this Act and preparatory thereto shall be paid by the Company.

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