ANNO DECIMO QUINTO & DECIMO SEXTO

VICTORIÆ REGINÆ.

Cap. CXXV.

An Act for incorporating and giving Powers to the *Frome, Yeovil, and Weymouth* Railway Company, and for other Purposes. [30th *June* 1852.]

WHEREAS the following Acts have been passed relating to the *Wilts, Somerset, and Weymouth* Railway Company, (in this Act called the " *Wilts* Company,") to wit, " The *Wilts, Somerset, and Weymouth* Railway Act, 1845," and " The *Wilts, Somerset, and Weymouth* Railway Amendment Act, 1846," and " The *Wilts, Somerset, and Weymouth* Railway Deviation Act, 1847," and which Acts are in this Act called " The *Wilts* Acts:" And whereas the *Wilts* Company proceeded to execute those Acts, and constructed Part of the *Wilts, Somerset, and Weymouth* Railway, (in this Act called " The *Wilts* Railway,") and purchased Lands for the Construction of other Parts thereof: And whereas the following (Local or Local and Personal) Acts, relating more or less directly or indirectly to the *Great Western* Railway Company, (in this Act called The *Great Western* Company,) have been passed, to wit, the Acts of the Fifth and Sixth *William* the Fourth, Chapter CVII.; of the Sixth *William* the Fourth, Chapter XXXVI., Chapter XXXVIII., Chapter LXXVII., and Chapter LXXIX.; of the Seventh *William* the Fourth and the First *Victoria*, Chapter XCI. and Chapter XCII.; of the

the First and Second *Victoria*, Chapter XXIV. and Chapter XXVI.; of the Second and Third *Victoria*, Chapter XXVII.; of the Third and Fourth *Victoria*, Chapter XLVII. and Chapter CV.; of the Fourth and Fifth *Victoria*, Chapter XLI.; of the Fifth *Victoria*, Session 2, Chapter XXVIII.; of the Sixth *Victoria*, Chapter X.; of the Seventh *Victoria*, Chapter III.; of the Seventh and Eighth *Victoria*, Chapter LXVIII.; of the Eighth and Ninth *Victoria*, Chapter XL., Chapter LIII., Chapter CLV., Chapter CLVI., Chapter CLXXXIV., Chapter CLXXXVIII., Chapter CXC., and Chapter CXCI.; of the Ninth *Victoria*, Chapter XIV.; of the Ninth and Tenth *Victoria*, Chapter CXXIX., Chapter CLXV., Chapter CLXXXI., Chapter CCXXXVI., Chapter CCXXXIX., Chapter CCXL., Chapter CCLXXVIII., Chapter CCCXIII., Chapter CCCXV., Chapter CCCXXXV., Chapter CCCXXXVII., Chapter CCCXXXVIII., Chapter CCCLXIX., and Chapter CCCCII.; and of the Tenth and Eleventh *Victoria*, Chapter LX., Chapter LXXII., Chapter LXXVI., Chapter XCI., Chapter CI., Chapter CIX., Chapter CXLIX., Chapter CLIV., Chapter CCXXVI., and Chapter CCXLIII.; of the Eleventh and Twelfth *Victoria*, Chapter XXVIII., Chapter XXIX., Chapter LXXIV., Chapter LXXVII., Chapter LXXXII., Chapter XCV., Chapter CXXXI., Chapter CXXXIII., Chapter CXXXV., Chapter CLVII., Chapter CLVIII., and Chapter CLIX., and the "*Great Western* Railway Act, 1851," of the Fourteenth and Fifteenth *Victoria*, Chapter XLVIII.; and those Acts are in this Act called the *Great Western* Acts: And whereas by the "*Great Western* Railway Act, 1845," the *Wilts* Company were dissolved; and by or under that Act the Undertaking, Estates, Rights, and Powers of the *Wilts* Company are vested in the *Great Western* Company: And whereas the Portion between *Frome* and *Weymouth* of the *Wilts* Railway (and which Portion is in this Act called in some Places "The *Frome, Yeovil, and Weymouth* Railway, and in other Places "The Railway,") is not completed, and the whole of the Lands requisite for the Completion thereof have not been acquired by the *Great Western* Company, and the Powers of that Company for the compulsory Purchase of those Lands, or some Part of those Lands, have expired: And whereas all the Share Capital authorized by the *Wilts* Acts to be raised, and which hath been raised, hath been expended on the *Wilts* Railway: And whereas a Bill is now pending before Parliament for reviving and extending the Powers of the *Great Western* Company for the Purchase of Lands for the *Frome, Yeovil, and Weymouth* Railway: And whereas the incomplete State of the *Frome, Yeovil, and Weymouth* Railway occasions Inconvenience to Landowners through whose Lands it was intended that the Railway should be made, and those Landowners and others interested in the Completion of the Railway are desirous that Provision for the early Completion thereof should be made; and some of those Persons, and the other Persons in this Act named, and others, are willing to contribute the Amount necessary for the Completion of the Railway, and it is expedient that those Persons be incorporated

incorporated into a Company for the Purposes of this Act: And whereas on the Fourteenth Day of *January* One thousand eight hundred and fifty-two an Agreement between the *Great Western* Company of the One Part and *John Floyer* and others, as Promoters of the Company, of the other Part, and on the Fifteenth Day of the same Month of *January* Two other Agreements, each between *Thomas Hutchings*, *William Brown*, and *William Wright* of the One Part, and *John Floyer* and others, as the Promoters of the Company, of the other Part, were entered into with the view to the carrying into effect of some of the Purposes of this Act: And whereas such several Purposes 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,)

Short Title.

I. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Frome, Yeovil, and Weymouth* Railway Act, 1852."

8 & 9 Vict. cc. 16. 18. and 20. incorporated with this Act.

II. That the "Companies Clauses Consolidation Act, 1845," the "Railways Clauses Consolidation Act, 1845," and the "Lands Clauses Consolidation Act, 1845," except so far as any of the Provisions thereof respectively are repugnant to or inconsistent with the Provisions or Purposes of this Act, shall be incorporated with this Act: Provided always, that, except as by this Act otherwise provided, the Company shall not take any Lands except by Agreement.

As to Meanings of Words, &c. in this Act.

III. That the several Words and Expressions to which by the Acts incorporated with this Act Meanings are respectively assigned shall have in this Act the same Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Constructions.

Interpretation of Terms.

IV. That the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Company" shall mean the *Frome, Yeovil, and Weymouth* Railway Company hereby incorporated:

The Expression "the *Great Western* Company" shall mean the *Great Western* Railway Company:

The Expression "the Railway," or "the *Frome, Yeovil, and Weymouth* Railway," shall mean the Railway by this Act authorized to be completed and maintained by the *Frome, Yeovil, and Weymouth* Railway Company.

V. That

Subscribers incorporated.

V. That *John Floyer* M.P., *Charles Porcher*, *Alexander Oswald* M.P., *William Eliot*, *Nathaniel Brindley Acworth*, *Robert Hassall Swaffield*, and all other Persons and Corporations who shall hereafter subscribe to the Undertaking, and their Executors, Administrators, and Assigns respectively, are by this Act united into a Company for the Purpose of completing and maintaining the Line of Railway, with all requisite and convenient Stations, Approaches, and other Works, by Completion of the Line of Railway as authorized by the "*Wilts, Somerset, and Weymouth* Railway Act, 1845," and the "*Wilts, Somerset, and Weymouth* Railway Deviation Act, 1847," to be made between *Frome* and *Weymouth*, such Line of Railway, and the Works and Conveniences thereof, to be called the *Frome, Yeovil, and Weymouth* Railway, and for other the Purposes of this Act; and for such Purposes are by this Act incorporated by the Name of "The *Frome, Yeovil, and Weymouth* Railway Company," and by that Name shall be One Body Corporate, with perpetual Succession and with a Common Seal, and have Power to take, hold, and dispose of Lands and other Property for the Purposes and within the Restrictions of this Act.

Capital.

VI. That the Capital of the Company shall be Five hundred and fifty thousand Pounds, divided into Twenty-two thousand Shares of Twenty-five Pounds each.

Receipts of Guardians and Committees.

VII. That if any Money be payable by the Company to any Shareholder being a Minor, an Idiot, or a Lunatic, the Receipt of his Guardian or Committee shall be a sufficient Discharge to the Company for such Money.

Directors may buy Shares in Capital for Benefit of Company.

VIII. That the Directors of the Company may from Time to Time, if and when they so think fit, purchase for the Benefit of the Company, and either at Par or at a Discount, but not at a Premium, any of the Shares in the Capital of the Company, and may, as the Directors think most for the Advantage of the Company, either cancel and extinguish any Shares so purchased, or cause the same to be transferred to and holden by any Trustees for the Company.

Calls.

IX. That the greatest Amount of any One Call shall be Five Pounds *per* Share, and the Interval between successive Calls shall be Three Months at least, and the greatest Amount of Calls to be made in any One Year upon any Share shall not exceed Twenty Pounds.

Borrowing Powers.

X. That the Company may borrow on Mortgage of their Term and Interest in the Undertaking, and the Tolls and Sums of Money arising by virtue of this Act, any Sums not exceeding One hundred and eighty-three thousand Pounds; provided always, that the Company

pany shall not borrow any Sum until the whole of the Capital be subscribed and One Half thereof be paid up; provided also, that the Company shall not borrow on Bond.

Mortgagees may enforce Payment of Arrears by Appointment of Receiver.

XI. That the Mortgagees of the Company may enforce the Payment of the Arrears of Principal Money and Interest due on their Mortgages by the Appointment of a Receiver; and the Amount of Debt to authorize a Requisition for a Receiver shall be Thirty thousand Pounds.

Application of Monies.

XII. That all Money to be raised under the Provisions of this Act, whether by means of Shares or by Exercise of the Powers of borrowing, shall be applied to the Purposes of the Undertaking by this Act authorized, and to no other Purpose.

First General Meeting.

XIII. That the First General Meeting shall be held within Six Months after the passing of this Act.

Quorum for Meetings.

XIV. That the Quorum for a General Meeting shall be Ten Shareholders holding in the aggregate not less than One hundred Shares.

Directors.

XV. That the Number of the Directors shall be Six; and *John Floyer*, *Alexander Oswald*, *William Eliot*, *Nathaniel Brindley Acworth*, *Robert Hassall Swaffield*, and *Alexander Charles Barclay* shall be the First Directors.

Power to vary the Number of Directors.

XVI. That the Company may from Time to Time increase and again reduce the Number of the Directors; provided always, that the increased Number be not more than Twelve, and the reduced Number not less than Six.

Qualification for Directors.

XVII. That the Qualification for a Director shall be his holding in his own Right not less than Ten Shares.

Directors to appoint Officers.

XVIII. That the Directors shall from Time to Time appoint and remove all the Officers of the Company except the Auditors, and determine their respective Remuneration, Duties, and Regulation.

Quorum of Directors Meeting.

XIX. That the Quorum of a Meeting of Directors shall be Three.

Directors to produce a General Report.

XX. That the Directors shall make and produce to the Shareholders at every Ordinary Meeting a General Report in Writing of the State and Prospects of the Company; and such Report shall, in addition to any other Particulars which the Directors think desirable, contain all Particulars requisite for the complete Explanation of the Balance Sheet to be produced at the Meeting.

Removal of Directors and Auditors.

XXI. That any General Meeting may remove from his Office any Director or Auditor for Misconduct, Neglect, or other Cause deemed by the Meeting sufficient, but so that a qualified Shareholder be at the same Meeting appointed to fill his Place; and the Shareholder so appointed shall continue in Office as a Director or Auditor so long only as the Person in whose Place he is appointed would have been entitled to continue had he remained in Office.

Newspapers.

XXII. That the Newspapers in which Notices shall be advertised shall be One Newspaper published in *Somersetshire* and One Newspaper published in *Dorsetshire*.

Proofs of Debts in some Cases of Insolvency.

XXIII. That the Secretary or the Treasurer may, in all Proceedings against the Estate of any Debtor of the Company, subject to the Operation of any Act relating to Insolvent Debtors, represent the Company, and act in their Behalf in all respects as if such Debtor had been the Debtor of the Secretary or Treasurer, and not of the Company.

Certain Provisions of Wilts Acts, &c. extended to this Act.

XXIV. That, subject to the Provisions and so far as the same are from Time to Time applicable for the Purposes of this Act, all the Provisions, Matters, and Things contained and expressed in the *Wilts* Acts and the "*Great Western* Railway Act, 1851," respectively, and all Provisions, Matters, and Things relating to the Portion between *Dorchester* and *Weymouth* of the *Wilts* Railway contained in any other Act or Acts, so far as the same are now unrepealed and in force, and are not inconsistent with the Provisions of this Act, shall extend to this Act and the several Purposes thereof as fully and effectually as if the same Provisions, Matters, and Things were repeated and re-enacted in this Act, and had specific Reference thereto, and as if the Company, instead of the *Wilts* Company, had been originally empowered to construct and maintain the *Frome, Yeovil, and Weymouth* Railway; and for the Purposes of this Act the Expression "the *Wilts, Somerset, and Weymouth* Railway Company," and all other Expressions and Words in those Acts respectively relating to that Railway, shall apply accordingly to the *Frome, Yeovil, and Weymouth* Railway Company; and the Expression "the *Wilts, Somerset, and Weymouth* Railway," and all other Expressions and Words in those Acts respectively relating to that Railway, shall apply accordingly to the *Frome, Yeovil, and Weymouth* Railway.

Recited Contracts confirmed.

XXV. That the recited Contracts are by this Act confirmed, and shall be binding on the *Great Western* Company and on the Company as representing the Promoters thereof, and on the other Parties thereto respectively, and shall be carried into effect accordingly, except so much thereof as relates to granting a Lease of the said Railway;

Railway; and no Lease of the said Railway or any Part thereof shall be granted unless or until an Act of Parliament shall be obtained in a future Session of Parliament authorizing the granting and accepting of such a Lease; and no such Application shall be made to Parliament for such Lease, except with the Consent of Four Fifths at least of the Shareholders of the Company hereby incorporated present, personally or by Proxy, at a Meeting specially convened for that Purpose.

Power for the Two Companies to enter into Contracts.

XXVI. That, subject to the Provisions of this Act and the other Acts relating to the Railway, the Company and the *Great Western* Company respectively may from Time to Time, with the Consent of Four Fifths at least of the Shareholders of those Companies respectively present, personally or by Proxy, at a Meeting of each of those Companies specially convened for the Purpose, enter into such Contracts, with reference to the Construction, Maintenance, and User of the Railway, and respecting the purchasing, acquiring, and holding of Lands for that Purpose, as the Two Companies mutually agree on; and all such Contracts shall be binding on the Two Companies, and be carried into effect accordingly: Provided always, that until Three Fifths of the Capital of the Company be duly subscribed for the Company shall not begin to execute any of the Works by this Act authorized, and the carrying into effect of the recited Contracts shall accordingly be suspended.

Management of Railway by Company.

XXVII. That when the Railway or any Part thereof is vested by Lease or otherwise in the Company, then, subject to the Provisions of this Act, the Company may from Time to Time work, manage, and regulate the Railway, or the Part thereof so for the Time being vested in the Company, according to the Terms and Conditions on or subject to which the same is so vested in the Company.

Tolls.

XXVIII. That when the Railway or any Part thereof is vested, by Lease or otherwise, in the Company, then the Company may from Time to Time demand and receive for and in respect of the Railway, or the Part thereof so for the Time being vested in the Company, the like Tolls and Charges as (in case the same were not vested in the Company, but remained vested absolutely in the *Great Western* Company,) that Company might demand and receive for and in respect of the same; and such Tolls and Charges may accordingly be from Time to Time demanded and received by the Company for and in respect of such Part as for the Time being is open for public Use of the Railway, and notwithstanding any other Parts thereof are not completed or begun.

Saving Rights of Great Western Company.

XXIX. That, except as by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, or prejudicially

cially affect any of the Rights, Powers, Authorities, and Privileges of the *Great Western* Company.

Saving Rights of Wilts Shareholders.

XXX. That this Act or anything therein contained shall not take away, lessen, or prejudicially affect any of the Rights, Powers, Authorities, and Privileges of the Shareholders or Stockholders of the *Wilts* Company.

Provisions as to Works of Railway between Dorchester and Weymouth.

XXXI. And whereas it is expedient to provide for the Use by the *London and South-western* Railway Company (in this Act called the *South-western* Company) of the Part between *Dorchester* and *Weymouth* of the Railway: Therefore the Company shall construct the Works of the Railway from *Dorchester* to *Weymouth* so as to admit of a double Line of Rails on the Narrow Gauge within a double Line of Rails on the Broad Gauge being laid down and used thereon.

Rails for South-western Railway between Dorchester and Weymouth.

XXXII. That if the *South-western* Company, by Notice in Writing under the Hand of their Secretary, within Six Months after the passing of this Act, request the Company so to do, the Company shall at their own Expense lay down, within a double Line of Rails on the Broad Gauge, a double Line of Rails on the Narrow Gauge from *Dorchester* to *Weymouth*, and so as to admit of a Junction at *Dorchester* with the Line of the *Southampton and Dorchester* Railway, and with all other requisite Works and Conveniences; and those Rails on the Narrow Gauge, and those Works and Conveniences other than that Junction, shall be maintained by the Company.

Junction at Dorchester.

XXXIII. That such Junction at *Dorchester* may and shall be made and maintained by and at the Expense of the *South-western* Company.

Use by South-western Company of the Rails, &c.

XXXIV. That the *South-western* Company shall at all Times, subject to proper and reasonable Regulations, have free and uninterrupted Access to and Use of such double Line of Rails on the Narrow Gauge between *Dorchester* and *Weymouth*, and the Works and Conveniences thereof, including all reasonable Station Accommodation and Water Supply, and shall pay to the Company for such Use, Accommodation, and Water Supply, and for all the Expenses of the Company of and incident to the Maintenance and Regulation of the Railway between *Dorchester* and *Westmouth*, such a Sum as is equal to Sixty Pounds in the Hundred on the gross Receipts of the *South-western* Company on the Railway between *Dorchester* and *Weymouth*, and shall pay the same half-yearly: Provided always, that the *South-western* Company shall bear all the Expenses of and incident to the Rolling Stock and Guards used and employed on the Railway between *Dorchester* and *Weymouth* for that Traffic: Provided also, that such gross Receipts shall be estimated at a fair Mileage Rate according to the Charges now made by the *South-western* Company in respect of their Traffic between *London* and *Southampton*.

XXXV. That

Further Accommodation for South-western Company.

XXXV. That if at any Time or Times hereafter the *South-western* Company reasonably require for their Traffic between *Dorchester* and *Weymouth*, and for their exclusive Use, that any Works or Accommodation beyond those which are specified in this Act shall be provided on or in connexion with the Railway between *Dorchester* and *Weymouth*, then and in every such Case the Company, at their own Expense, and so far as they reasonably can, shall provide and maintain the further Works and Accommodation so required, and the *South-western* Company shall at all Times have the free and uninterrupted and exclusive Access to and Use thereof, and shall make to the Company in respect thereof Compensation, to be determined by Arbitration under this Act.

Works to be executed to Satisfaction of Engineer.

XXXVI. That all the Works to be executed under this Act for the *South-western* Company shall be executed to the reasonable Satisfaction of their Engineer.

Other Part of Railway not to be opened before Narrow Gauge is laid between Dorchester and Weymouth.

XXXVII. That if the *South-western* Company, by Notice in Writing under the Hand of their Secretary, within Six Months after the passing of this Act, request the Company to lay down a double Line of Rails on the Narrow Gauge from *Dorchester* to *Weymouth*, then any Part between *Frome* and *Dorchester* of the Railway shall not be opened for public Use before such double Line of Rails be laid down and opened for public Use.

Limit of Act as to South-western Company.

XXXVIII. That the several Provisions of this Act concerning the Company and the *South-western* Company shall, as to the further Operation thereof, cease from the Time when the longest Period during which the Company (according to the Provisions of this Act, or the Stipulations of the first-recited Contract or of any subsequent Contract between the Company and the *Great Western* Company,) are to have the Possession of the Railway expires by Efflux of Time, or when that Period, according to the Provisions of this Act and the Stipulations of the first-recited Contract, determines absolutely, by reason of any Default of the Company amounting in effect to a *bonâ fide* Forfeiture and of Entry by the *Great Western* Company thereon, but until such Cesser the several Provisions of this Act concerning the Company and the *South-western* Company shall be obligatory on and shall enure for the Benefit of the Company and the *South-western* Company respectively, and their respective Privies in Estate or Contract, and every Company and Person claiming in the Place of or under them respectively.

Nothing as between South-western and Great West-

XXXIX. That this Act or anything therein contained shall not, as between the *South-western* Company and the *Great Western* Company, take away, lessen, alter, prejudice, or affect any of the Rights, Powers,

ern Companies to lessen Rights of South-western Company.

Powers, Authorities, or Privileges whatsoever of the *South-western* Company: Provided always, that so long as the Provisions of this Act concerning the Company and the *South-western* Company have not ceased, as by this Act provided, the *South-western* Company shall not enforce against the *Great Western* Company any Claim or Demand touching any of the Subject Matters of those Provisions.

Differences between Company and South-western Company to be settled by Arbitration.

XL. That if and as often as any Difference arise between the Company on the one hand and the *South-western* Company on the other hand in any way touching any of the Provisions or Purposes of this Act concerning the Company and the *South-western* Company, every such Difference shall be decided by a single Arbitrator according to the Clauses and Provisions "with respect to the Settlement of Disputes by Arbitration" of the "Companies Clauses Consolidation Act, 1845," and such single Arbitrator may from Time to Time be appointed on the Application of the Parties in difference, or either of them, by the President of the Institution of Civil Engineers.

Saving Rights of London and South-western Company.

XLI. That this Act shall not take away, lessen, or prejudice any of the Rights, Powers, Authorities, or Privileges of the *London and South-western* Railway Company.

Interest or Dividends not to be paid on Calls paid up.

XLII. That the Company shall not, out of any Money by this or any other Act relating to the Company authorized to be raised by Calls or borrowing, pay to any Shareholder Interest or Dividends on the Amount of Calls made in respect of the Shares held by him: Provided always, that the Company may pay 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 that Behalf of the "Companies Clauses Consolidation Act, 1845."

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

XLIII. That the Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act for authorizing the Company to construct any Railway, or execute any other Work or Undertaking,

Railway, &c. not exempt from Provisions of existing General Railway Acts.

XLIV. That this Act or anything therein contained shall not exempt the Railway or the Company from the Provisions of the Acts of the First and Second *Victoria*, Chapter xcviii., of the Third and Fourth *Victoria*, Chapter xcvii., of the Fifth and Sixth *Victoria*, Chapter lv., of the Seventh and Eighth *Victoria*, Chapter lxxxv., of the

the Ninth and Tenth *Victoria*, Chapter LVII. and Chapter CV., and Fourteenth and Fifteenth *Victoria*, Chapter LXIV., respectively; but such Provisions shall be in force in respect to the Railway and the Company, so far as the same are applicable thereto.

Railway not exempt from Provisions of future General Acts.

XLV. That this Act or anything therein contained shall not exempt the Railway from the Provisions of any General Act relating to the recited Acts or any of them, or this Act, or of any General Acts relating to Railways, or to the better or more impartial Audit of Accounts of Railway Companies, now in force, or which may hereafter pass during the present or any future Session of Parliament.

Expenses of Act.

XLVI. That all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company.

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