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therewith there is a continuous Line of Railway Communication between *Salisbury* and *Southampton*, *Portsmouth*, and other Places: And whereas, under the Authority of the following (Local or Local and Personal) Acts, or One of them, to wit, "The *Salisbury and Yeovil* Railway Act, 1854," and "The *Salisbury and Yeovil* Railway Deviation Act, 1855," or One of them, the *Salisbury and Yeovil* Railway Company (in this Act called the *Salisbury and Yeovil* Company) are about to make a Railway between *Salisbury* and *Yeovil*: And whereas a Bill has been introduced into the Honourable House of Commons in the present Session for authorizing the making of a Railway from *Yeovil* to *Exeter*, with a Junction at or near *Yeovil* with the *Salisbury and Yeovil* Railway: And whereas if that proposed Railway were made, then by means thereof and of the *Salisbury and Yeovil* Railway, and other Lines of Railway connected therewith, there would be a continuous and direct Line of Railway Communication between *Salisbury* and *Exeter* and other Places: And whereas the *Great Western* Railway Company are making a Railway from *Salisbury* to *Warminster* (being a Part of the *Wilts, Somerset, and Weymouth* Railway), and by means of that Railway when made, and other Lines of Railway connected therewith, there will be a continuous Line of Railway Communication between *Salisbury* and *Bath*, *Bristol*, and other Places: And whereas there is an ancient and well frequented Market at *Salisbury* for Corn, Cattle, Cheese, and other Articles: And whereas the Market Place at *Salisbury* is at a considerable Distance from the several Railway Stations there, and the Means of Communication between the Market Place and those Railways are incommodious: And whereas there is no Market House at *Salisbury*, and the Accommodation for Persons frequenting the Market, and for the Storage or Shelter of Goods brought for Sale there, is insufficient: And whereas if (as is anticipated) the Consequence of the Completion of the several Railways leading to *Salisbury* should be an increased Resort to the Market, the present Deficiencies of the Market Place and the Approaches thereto would be productive of much Inconvenience, and the Result might be that Dealers in Corn, Cattle, Cheese, and some other Articles might, after Experience of it, desert the Market in favour of Markets affording better Accommodation: And whereas by virtue of divers Charters or Prescription, and an Act of the Twenty-fifth Year of *George* the Third, Chapter 93, or otherwise, the Mayor, Aldermen, and Citizens of the City of *Salisbury* (in this Act called the Corporation) are or claim to be entitled to divers Tolls, Stallages, and Dues payable in respect of the Market: And whereas it would be of Advantage as well to the Public as to the City of *Salisbury*, and it is expedient, that a Railway to form a Communication between the *Basingstoke and Salisbury* Railway and the Market House and Stores to be erected under this Act at the Western Side of the Market Place be made: And whereas the

Persons

Persons in that Behalf in this Act named and others are willing to form a Company for the Purposes of and to execute that Undertaking, and it is expedient that they be incorporated as a Company accordingly: And whereas it is expedient that Provision be made for authorizing the *South-western* Company and the *Salisbury and Yeovil* Company respectively, by Agreement with the Company by this Act incorporated (in this Act called the Company), to manage, work, and use the intended Railway: And whereas it is expedient that the Company be authorized to take Rents, Tolls, Stallages, and other Dues for the User of the intended Market House and Stores, as well as for the User of the intended Railway: And whereas it is expedient that Provision be made for Compensation to the Corporation for any of their Tolls or Stallages payable in respect of the Market which may be diminished or prejudicially affected by this Act: And whereas the several Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

I. This Act may be cited for all Purposes as "*Salisbury* Railway and Market House Act, 1856."

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

II. "The Companies Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," save so far as the Clauses and Provisions thereof respectively are expressly varied or excepted by this Act, are respectively incorporated with this Act.

Same Meanings to Words in incorporated Acts and this Act.

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

Salisbury Railway and Market House Company incorporated.

IV. *William Wyndham*, *William James Chaplin*, *Edward Pery Buckley*, *Edmund Antrobus* the younger, Sir *Edward Hulse* Baronet, *Thomas Baring*, *Henry Danby Seymour*, and *Giles Loder*, and all other Persons who have already subscribed or who hereafter subscribe to the Undertaking, and their Successors, Executors, Administrators, and Assigns respectively, shall be a Company for the Purpose of making and maintaining the Railway and Market House by this Act authorized, and for other the Purposes of this Act, and for such Purposes are by this Act incorporated by the Name of "The *Salisbury* Railway and Market House Company," and by that Name shall be

One

Salisbury Railway and Market House Act, 1856.

One Body Corporate, with perpetual Succession and a Common Seal, and with Power to sue and be sued, and to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and to put this Act in all respects into execution.

Share-holders not disqualified as Councillor or Alderman by Contracts between Company and Corporation.

V. No Person being a Shareholder of the Company shall be disqualified from being a Councillor or Alderman of the City of *Salisbury* by reason only of there being any Contract between the Company and the Corporation; but no Member of the Corporation being a Shareholder shall vote or take part in the Discussion of any Question arising between the Company and the Corporation; and if any Person offend against this Enactment, every Person so offending shall for every such Offence forfeit One hundred Pounds.

Capital.

VI. The Capital of the Company shall be Twelve thousand Pounds, in Four hundred and eighty Shares of Twenty-five Pounds each.

Calls.

VII. Five Pounds a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls, and the aggregate Amount of all Calls made on any One Share in any Year shall not exceed Three Fourths of the nominal Amount of the Share.

Interest not to be paid on Calls paid up.

VIII. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised, pay to any Shareholder Interest or Dividend 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 Company's Clauses Consolidation Act, 1845."

Power to borrow on Mortgage.

IX. The Company may borrow on Mortgage or Bond any Sums not exceeding in the whole Three thousand and six hundred Pounds, but no Part thereof shall be borrowed until the whole of the Capital be subscribed for and One Half thereof be paid up.

Arrears may be enforced by Appointment of a Receiver.

X. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Five hundred Pounds.

Deposit on future Bills not to be

XI. 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

deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time 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 Railway or execute any other Work or Undertaking. made out of Company's Capital.

XII. All and every Part of the Money raised under this Act, whether by Shares or by borrowing, shall be applied only for Purposes by this Act authorized. Application of Moneys.

XIII. The First Ordinary Meeting of the Company shall be held within Nine Months after the passing of this Act. First Meeting.

XIV. Subject to the Provisions of this Act for reducing the Number of Directors, the Number of Directors shall be Nine. Number of Directors.

XV. The Qualification of a Director shall be the Possession in his own Right of Four Shares. Qualification of Director.

XVI. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting held after the passing of this Act, and at that Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act or elect a new Body of Directors to supply their Places, the retiring Directors being, if qualified, eligible for Election. Retirement of First Directors.

XVII. The Company may reduce the Number of Directors to Six. Reduction of Number of Directors.

XVIII. *John Henry Jacob*, *Thomas Webb Gilbert*, *William Blackmore*, *Andrew Bogle Middleton*, *Francis Stephen Long*, *Samuel Provis*, *Patrick Gregson Cunningham*, *Edward Simper*, and *John Waters* shall be the First Directors of the Company. First Directors.

XIX. The Quorum of a Meeting of Directors shall be Five when the Number is Nine, and Three when the Number is Six. Quorum for Meeting of Directors.

XX. The Newspapers for Advertisements shall be any Newspaper published in the City of *Salisbury*, or published in the County of *Wilts* and circulated in that City. Newspapers for Advertisements.

XXI. Whereas Plans and Sections of the Railway and the Market House, and the Works connected therewith respectively, showing the Lines and Levels thereof respectively, and a Book of Reference thereto containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in which the same respectively are intended to be made, have been deposited with Power to make Railway and Market House, and take Lands for the Purpose.

the Clerk of the Peace for the County of *Wilts*: Therefore, subject to the Provisions of this Act, the Company may make and maintain the Railway and the Market House, and the Works connected therewith respectively, in the Lines and upon the Lands delineated on those Plans and described in that Book of Reference, and according to the Levels shown by those Sections, and may enter upon, take, and use such of those Lands as they think expedient for the Purpose.

Powers for compulsory Purchases limited.

XXII. 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 One Year after the passing of this Act.

Power to purchase additional Lands by Agreement.

XXIII. The Company from Time to Time, but only by Agreement, may purchase any Lands not exceeding Five Acres, and any Interest, Easement, Right of User, Power, or Privilege in, over, or affecting any Lands which they think expedient for any of the Purposes of this Act, and may purchase the same on such Terms and Conditions as they think fit.

Railway and Market House hereby authorized.

XXIV. The Railway and Market House by this Act authorized comprise the following; (to wit,)

First, A Railway, with all suitable Stations, Works, and Conveniences, commencing in the Parish of *Fisherton Anger* in the County of *Wilts* by a Junction with the authorized Line of the *Basingstoke and Salisbury* Railway, and terminating in the Parish of *Saint Thomas* in the City of *Salisbury* at or near the Western Side of the Market Place there;

And secondly, A Market House, with Stores and all suitable Works and Conveniences, on the Western Side of the Market Place, and to be used for the Sale of Corn, Cheese, Wool, Meat, Poultry, Fish, Vegetables, and general Produce or Merchandise.

Power to alter and divert Roads, &c.

XXV. The Company may alter and divert all such Roads, Streams, and Rivers, save the Millstream and the River *Avon*, to be crossed by the said intended Railway and other Works, and all such Sewers and Drains as it may be found necessary to alter or divert for all or any of the Purposes of the Railway and Market House, and the Works and Conveniences thereof, which would impede or interfere with the Construction, Maintenance, or User of the same.

Junction with Basingstoke and Salisbury Railway.

XXVI. The Junction or Communication of the Railway with the *Basingstoke and Salisbury* Railway shall be made by the *South-western* Company at such Point on the Lands now vested in them or which they now have Power to take as they approve, and by the most approved Means, and shall be made, and from Time to Time altered, repaired, maintained, worked, and regulated by that Company, so

so as to secure that the *Basingstoke and Salisbury* Railway be not prejudiced, and that the free, uninterrupted, and safe Passage along the same be not impeded or interfered with.

Expense of making, maintaining, and working Junction.

XXVII. The Expense of making the Junction or Communication of the Railway with the *Basingstoke and Salisbury* Railway, and of all necessary Openings in the Rails thereof, and of all Works and Conveniences from Time to Time requisite for the same, and of repairing and maintaining such Junction or Communication, and the Works and Conveniences thereof, and of regulating and working the same respectively, and the Signals incidental thereto, shall be borne and paid by the Company.

Land of South-western Company not to be taken without Consent.

XXVIII. Provided always, That the Company shall not, without the Consent of the *South-western* Company under their Common Seal, either permanently or temporarily enter upon, take, or use any Land of the *South-western* Company, or which they have Power to take or use.

Period for completing Railway and Market House.

XXIX. The Railway, Market House, and Works shown on the deposited Plans shall be respectively completed within Two Years after the opening for public Traffic of the *Basingstoke and Salisbury* Railway, or within Three Years after the passing of this Act, whichever shall first happen, and on the Expiration of that Period the Powers by this Act given to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as is then completed.

Bond for Completion of Railway.

XXX. Whereas, pursuant to the Standing Orders of both Houses of Parliament and to an Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Eight hundred and twenty-five Pounds, being One Tenth Part of the Amount required to be subscribed in respect of the Railway, has been deposited with the Court of Chancery in respect to the Application to Parliament for this Act: Therefore, notwithstanding anything in that Act, that Sum of Eight hundred and twenty-five Pounds so deposited in respect of the Application for this Act, 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 Person or Persons named in the Warrant or Order issued in pursuance of that Act, or the Survivors or Survivor of them, unless the Company, before the Expiration of the Period by this Act limited for the Completion of the Railway, either open the Railway for public Traffic, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised

raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of that Capital, and if that Period expire before the Company either open the Railway for public Traffic or give such Proof to the Satisfaction of the Board of Trade, the Sum deposited and the Interest and Dividends thereof shall, immediately from and after the Expiration of that 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 that Sum of Eight hundred and twenty-five Pounds be 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 Treasury) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Eight hundred and twenty-five Pounds if the Company do not within the Time limited for the Completion of the Railway either open the Railway for public Traffic, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be borrowed by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of that Capital, and if such Bond be deposited with that Solicitor, 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 Persons named in such Warrant or Order, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in that Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as such Sum of Money and the Interest or Dividends thereof would be dealt with under this Act if such Bond were not so executed and deposited; and the Certificate of that Solicitor that such Bond has been so executed and deposited, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts as certified.

Tolls for Railway.

XXXI. The Company may demand and take, with respect to the Use of the Railway, any Tolls not exceeding the following; to wit,

Class I. For every Horse and other Beast of Draught or Burden, and every Head of Cattle, Fourpence and One Halfpenny;

And if conveyed in or upon any Carriage belonging to the Company, an additional Penny and One Halfpenny;

And if propelled by locomotive or other Power provided by the Company, an additional Penny and One Halfpenny:

Class

Class II. For every Calf, Sheep, Pig, and other small Animal, One Penny and One Halfpenny;

And if conveyed in or upon any Carriage belonging to the Company, an additional Three Farthings;

And if propelled by locomotive or other Power provided by the Company, an additional Three Farthings:

Class III. 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, One Shilling;

And for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage weighs, an additional Threepence;

And if conveyed on a Truck or Platform belonging to the Company, an additional Threepence;

And if propelled by locomotive or other Power provided by the Company, an additional Threepence:

Class IV. For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undrest Materials for the Repair of public Roads, Charcoal, Pig Iron, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, and Salt, and for all Coal, Slack, Cannel, Coke, Culm, and Cinders, Threepence a Ton;

And if conveyed in Carriages belonging to the Company, an additional Penny and One Halfpenny a Ton;

And if propelled by locomotive or other Power provided by the Company, an additional Penny and One Halfpenny a Ton:

Class V. For Sheet Iron, Hoop Iron, Bar Iron, and all other Descriptions of Wrought Iron, and Tin, and Tin Plates, Fourpence and One Halfpenny a Ton;

And if conveyed in Carriages belonging to the Company, an additional Penny and One Halfpenny a Ton;

And if propelled by locomotive or other Power provided by the Company, an additional Penny and One Halfpenny a Ton:

Class VI. For Sugar, Corn, and other Grain, Malt, Cheese, Flour, Hides, Dyewoods, Earthenware, Timber, Pitwood, Cordwood, Staves, Deals, Nails, Anvils, Vices, and Chains, Sixpence a Ton;

And if conveyed in Carriages belonging to the Company, an additional Penny and One Halfpenny a Ton;

And if propelled by locomotive or other Power provided by the Company, an additional Penny and One Halfpenny a Ton:

Class VII. For Cotton and other Wools, Drugs, manufactured Goods, Manchester Packs, and Metals, except Iron and Tin, Sixpence a Ton;

And if conveyed in Carriages belonging to the Company, an additional Penny and One Halfpenny a Ton;

And if propelled by locomotive or other Power provided by the Company, an additional Threepence a Ton:

Class VIII. For Fish, Household Furniture, Hats, Shoes, Toys, and all other Things, Sixpence a Ton;

And if conveyed in Carriages belonging to the Company, an additional Penny and One Halfpenny a Ton;

And if propelled by locomotive or other Power provided by the Company, an additional Threepence a Ton.

Maximum Tolls for Railway.

XXXII. The maximum Tolls to be demanded and taken by the Company for the Conveyance of Animals and Goods on the Railway, including the Tolls for the User of the Railway and of Carriages and locomotive or other Power, and every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading Animals and Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where any such Services are performed by the Company, shall not exceed the following Sums, which the Company are by this Act empowered to demand and take; to wit,

For Animals of Class I., Sevenpence each:

For Animals of Class II., Twopence and One Halfpenny each:

For Goods of Class III.,

If not weighing more than a Ton, One Shilling and Fourpence each;

For every additional Quarter of a Ton or fractional Part of a Quarter of a Ton, Twopence and One Halfpenny each:

For Goods of Class IV., Fivepence a Ton:

For Goods of Class V., Sevenpence a Ton:

For Goods of Class VI., VII., and VIII., Ninepence a Ton.

Regulations as to maximum Tolls for Railway.

XXXIII. The following Regulations apply to such maximum Tolls:

For a fractional Part of a Ton the Company may demand and take Toll according to the Number of Quarters of a Ton in such fractional Part; 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 Weight, and so in proportion for any smaller Quantity.

XXXIV. With

Tolls for small Parcels and single Articles of great Weight.

XXXIV. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls by this Act prescribed, the Company may demand and take the Tolls following; (to wit,)

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

For every Parcel not exceeding Fourteen Pounds in Weight, Twopence;

For every Parcel exceeding Fourteen Pounds and not exceeding Fifty-six Pounds in Weight, Fourpence;

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

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

For the Carriage of 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, does not exceed Eight Tons, One Shilling and Tenpence *per* Ton:

For the Carriage of any such single Article, the Weight of which, with the Carriage, exceeds Eight Tons, the Company may demand and take any Sum they think fit.

Company may take increased Charges by Agreement.

XXXV. Provided always, That this Act or anything therein shall not prevent the Company from taking any increased Charges above the Tolls by this Act limited for the Conveyance of Animals or Things of any Description by Agreement with the Owners or Persons in charge thereof, either with respect to the Conveyance of any Animals or Things other than small Parcels by Special Trains, or by reason of any special Service performed by the Company with respect to the same.

Charges by Agreement for storing Goods.

XXXVI. The Company from Time to Time, by Agreement with the Owners or Persons having the Charge of any Goods from Time to Time deposited for safe Custody or otherwise, or stored in or upon the Company's Station or Works, may demand and take any reasonable Charges for such Accommodation, and for any Services performed by the Company with respect to such Goods not usually included in the Business of a Carrier.

Agreements between the Company and South-western and Salisbury

XXXVII. The Company and both or either of the *South-western* Company and the *Salisbury and Yeovil* Company (in this Act called the other Companies or Company) may from Time to Time enter into Agreements with respect to the following Purposes, or any of them,

and Yeovil Companies.

them, and may use and work the Railway accordingly; that is to say,

First, the User and Working by the other Companies or Company of the Railway:

Secondly, the Conveyance by the other Companies or Company of the whole or any Part of the Traffic on the Railway:

Thirdly, the Supply by the other Companies or Company of any Rolling or Working Stock required for such Purposes:

Fourthly, the Division and Apportionment of the gross or net Receipts from such Traffic between the Company and the other Companies or Company:

Fifthly, the Management, Maintenance, and Repair of the Railway:

Sixthly, the Expenses of such Working, Management, Maintenance, and Repair:

Seventhly, the forwarding, Interchange, and Transmission upon or over the Railways or Railway of the other Companies or Company of any Traffic conveyed upon and from the Railway:

Eighthly, the Collection, Delivery, and general Conduct of such Traffic:

Ninthly, the fixing of the Tolls to be demanded and taken by the other Companies or Company with respect to such Traffic conveyed over the Railways or Railway of the other Companies or Company, or any Part thereof respectively, not exceeding the maximum Tolls by the Acts relating to such Railways or Railway respectively authorized:

Tenthly, the Collection of such Tolls, Rates, and Charges:

Eleventhly, the Division between the Company and the other Companies or Company of the Receipts arising from the Traffic on their respective Railways, or any Part thereof respectively, subject to any Deductions therefrom, or to any Rent or other Consideration to be paid, according to the Agreement by any of the Companies Parties thereto, to any other or others of them:

Twelfthly, any of the Purposes of this Act in which the other Companies or Company are from Time to Time interested.

Duration, Approval, and Conditions of Agreements.

XXXVIII. No such Agreement shall be for more than Ten Years, and no such Agreement shall have any Operation until it be approved by the Board of Trade; and no such Agreement shall increase, lessen, alter, or affect any of the Tolls, Rates, or Charges which the Companies Parties thereto respectively are from Time to Time authorized to demand and take from any other Person, but all other Persons shall, notwithstanding any such Agreement, be entitled to the User and Benefit of the Railways to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as if such Agreement were not entered into:

into: Provided always, that the Board of Trade shall not approve any such Agreement without being satisfied that it was duly assented to, in manner by this Act provided, by the respective Shareholders of the Companies Parties thereto in Special Meeting assembled for that Purpose.

Joint Committee for Purposes of Agreement.

XXXIX. The Companies Parties to any such Agreement may by any such Agreement appoint a joint Committee, composed of such Number of Directors of those Companies as those Companies think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion requires, and may regulate the Proceedings of the Committee, and delegate to the Committee all such Powers of those Companies respectively as they think necessary for carrying into effect the Purposes of the Agreement, and every such joint Committee so appointed shall have and may exercise the Powers so from Time to Time delegated to them, in like Manner as the same might be had and exercised by those Companies respectively or their respective Directors.

Renewal of Agreement.

XL. After the Expiration of any such Agreement the Companies Parties thereto, with the Consent in Special Meeting of the Shareholders of those Companies respectively, and subject to the Approval of the Board of Trade, may enter into any further Agreement for all or any of those Purposes.

Notice of Intention to enter into renewed Agreement.

XLI. Provided always, That before the Company enter into any such further Agreement they shall give Notice of their Intention to enter into it by Advertisement, in a Form approved by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper published and circulating in every County in which any Part of the Railway or Railways to which the proposed Agreement relates is situate; and every such Notice shall set forth within what Time and in what Manner any Person aggrieved by the proposed Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade, and no such further Agreement shall have any Operation until it be approved by the Board of Trade.

Approval of Agreement by Shareholders of Company.

XLII. No such original or further Agreement shall have any Operation unless and until it be submitted to and approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Special Meeting of every Company Party thereto assembled for that Purpose.

Notice of such Meeting.

XLIII. Such Meeting shall be called by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper published in the

County of *Wilts*, the last of which Advertisements shall be published not less than Seven Days before the Meeting, and also by a Circular addressed to every Shareholder entitled to vote at Meetings of the Company Party thereto, to be served in the Manner prescribed by the "Companies Clauses Consolidation Act, 1845," with respect to Notices to be served by the Company upon the Shareholders.

South-western and Salisbury and Yeovil Companies may subscribe towards Undertaking of Company.

XLIV. The *Salisbury and Yeovil* Company may subscribe for and hold Shares of the Company, and may lend Money on the Security of the Mortgages or Bonds of the Company, and may apply for such Purposes any Monies of that Company not required for any of the Purposes of their Undertaking: Provided always, that the *Salisbury and Yeovil* Company shall not for such Purposes apply in the whole more than the Sum of One thousand Pounds.

Certain Clauses of 10 & 11 Vict. c. 14. incorporated.

XLV. The following Clauses of the "Markets and Fairs Clauses Act, 1847," are incorporated with this Act; to wit,

With respect to weighing Goods and Carts:

With respect to Stallages, Rents, and Tolls to be taken by the Undertakers:

With respect to the Byelaws to be made by the Undertakers:

With respect to Access to the Special Act:

Provided always, that the Expression "the Market or Fair" in those Clauses means only the Market House and Stores and the Works and Conveniences thereof, unless such Construction be repugnant to or inconsistent with the Subject or Context: Provided also, that for the Purposes of those Clauses the Limits of this Act shall, except as by this Act otherwise expressly provided, be the Market House and Stores and the Works and Conveniences thereof.

Appropriation of Market House and Stores for Storage and Sale of specified Articles.

XLVI. The Company from Time to Time may appropriate such Parts as they think fit of the Market House and Stores, and the Works and Conveniences thereof, to be used for the storing or sheltering of Goods; and the Company may from Time to Time appropriate such Parts thereof as they think fit to be used for the Sale and Exposure for Sale therein of Corn, Cheese, Wool, Meat, Poultry, Fish, Vegetables, and general Produce or Merchandise at the usual and accustomed Times for holding Markets and Fairs in the City of *Salisbury*.

Penalty for using Stalls for the Exposure for Sale of Goods, except on Market Days.

XLVII. If the Company shall allow any Stall or Shop within the Market, or Premises used for the Purposes of such Market under the Authority of this Act, to be used for the Exposure for Sale of any Goods, Wares, or Merchandise at any other Time than the Times usual and accustomed for holding Markets and Fairs in the City, the Company shall forfeit and pay to the Corporation for every Stall or

Shop

Shop so used, and for every Day on which it is so used, Forty Shillings; and the Corporation may levy every such Penalty by Distress of the Goods and Chattels of the Company, and every Penalty so levied shall be paid to the Treasurer of the City, and shall be carried by him to the Credit of the City Fund.

Appropriation of Part of Market House as Corn Exchange.

XLVIII. The Company shall from Time to Time appropriate Part of the Market House to be used as a Corn Exchange at such Times and subject to such Regulations as they think fit and appoint: Provided always, that except as by this Act provided with respect to Desks or like Conveniences in the Corn Exchange, the Company shall not make any Charge for the User of the Corn Exchange, for the pitching of Corn, and for the Transaction therein of the Business of buying or selling Corn, and the Corn Exchange shall accordingly, at the Times appointed by the Company for the User thereof, be open free of Charge to all Persons desirous of transacting such Business therein.

Stalls, &c. in Market House and Desks in Corn Exchange.

XLIX. The Company from Time to Time may alter or improve the Market House and Stores, and the Works and Conveniences thereof, and may make in the Market House all such Stalls, Standings, and other Conveniences, and in the Corn Exchange all such Desks and other Conveniences, as they think fit, and from Time to Time may alter, improve, or discontinue the same.

Power to lease Stalls in Market House, &c.

L. The Company from Time to Time may let the Stalls, Standings, and other Conveniences in the Market House and Stores, or any of them, and the Weighing Houses, Weighing Places, and Weighing Machines, or any of them, and the Stallages, Rents, or Tolls, or any of them, for any Period not exceeding Three Years, upon such Terms as the Company and the Lessee agree on; and any such Lessee, his Executors, Administrators, and Assigns, with the Consent of the Company, may assign for the Residue of his Term the demised Premises.

Leases to be by Tender.

LI. Provided always, That the Company before making any such letting for any Period exceeding One Year shall, by Advertisement or otherwise as they think fit, give not less than One Month's public Notice of their Intention to make the same, and of their Willingness to receive Tenders in Writing in that Behalf; and if any such Tender which they deem satisfactory be made, the Person making such Tender shall have the Option of requiring such letting to be made to him.

Penalty for selling or exposing for

LII. Any Inspector of Provisions appointed by the Company may seize any unwholesome Meat or Provisions exposed for Sale in the

Sale unwholesome Meat, &c.

the Market House; and if it appear to a Justice, upon Evidence of the Fact, that any Meat or Provision so seized is unwholesome or unfit for the Food of Man, he shall order the same to be destroyed, or to be so disposed of as to prevent its being exposed for Sale or used for Food; and the Person to whom such unwholesome Meat or Provisions belong, or in whose Custody the same is found, shall forfeit and pay any Sum not exceeding Five Pounds for any Animal or Carcase or Fish, or Piece of Meat, Flesh, or Fish, or any Poultry or Game, so found.

Penalty on obstructing Inspector.

LIII. Every Person who obstructs or hinders the Inspector of Provisions from seizing or carrying away or otherwise disposing of, according to this Act, any such unwholesome Meat or Provision, shall for every such Offence forfeit any Sum not exceeding Forty Shillings.

Penalty for obstructing Market House Keeper.

LIV. Every Person who assaults or obstructs any Person appointed by the Company to superintend the Market House or Stores or to keep Order therein whilst in the Execution of his Duty shall for every such Offence forfeit any Sum not exceeding Forty Shillings.

Penalty for damaging Market-house and Stores.

LV. Every Person who spoils, defaces, or injures any Part of the Market House or Stores, or the Buildings, Fences, Works, Conveniences, or Approaches thereof, or in the Market House or Stores causes any Obstruction or commits any Damage or Injury, shall for every such Offence forfeit any Sum not exceeding Five Pounds, and shall also pay such Sum of Money as the Justices before whom the Conviction for such Penalty takes place think a reasonable Satisfaction for the Injury done by such Person.

Tolls for Market House as in Sched. (A.)

LVI. The Company from Time to Time may demand and take from any Person occupying any Stall, Place, or Convenience in the Market House or Stores, or bringing into or upon the Market House or Stores any marketable Commodity specified in the Schedule (A.) to this Act annexed, such Tolls and Stallages as the Company from Time to Time appoint, not exceeding those specified in that Schedule.

Tolls for weighing and measuring as in Sched. (B.)

LVII. The Company from Time to Time may demand and take for the weighing or measuring of any Article sold or brought for Sale by Weight or Measure in or to the Market House or Stores, from any Person having such Article weighed or measured at any Weighing House or Weighing Place provided by the Company, any Tolls not exceeding those specified in the Schedule (B.) to this Act annexed.

LVIII. The

Tolls for weighing, &c. as in Sched. (C.)

LVIII. The Company from Time to Time may demand and take for the weighing at any Machine of the Company for weighing Carts or Carriages any Tolls not exceeding those specified in the Schedule (C.) to this Act annexed.

Payment of weighing and measuring Tolls.

LIX. The several Tolls for weighing and measuring shall be paid before the Thing weighed or measured be redelivered by the Officer or Servant of the Company who weighs or measures it to the Person at whose Request or for whom it is weighed or measured, and the Thing weighed or measured may be detained and kept by such Officer or Servant until the Toll payable for the weighing or measuring thereof and the Costs and Expenses of Detention be paid; and if such Toll, Costs, and Expenses be not paid on Demand, the Thing detained may be sold by such Officer or Servant, and the Proceeds thereof be applied for Payment of such Toll, Costs, and Charges, the Overplus, if any, being rendered on Demand to the Owner of the Thing.

Rents for Desks in Corn Exchange as in Sched. (D.)

LX. The Company from Time to Time may let any of the Desks or other like Conveniences in the Corn Exchange to any Person for any Period not exceeding Three Years upon such Terms and Stipulations as are agreed upon between the Company and the Person to whom the respective letting is made, but not for any Rent exceeding the several Rents respectively specified in the Schedule (D.) to this Act annexed.

Stallages, Rents, and Tolls vested in Company.

LXI. The several Stallages, Rents, and Tolls by this Act granted are by this Act vested in the Company as their own proper Monies.

Agreements between Company and Corporation as to Market Tolls.

LXII. The Company and the Corporation from Time to Time may enter into and carry into effect any Agreement with respect to the Stallage, Rents, and Tolls by this Act granted to the Company: Provided always, that no such Agreement shall have any Operation unless it be sanctioned by not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a General Meeting of the Company specially assembled for that Purpose.

Company to make good to Corporation the Amount of certain Market Tolls.

LXIII. And whereas the net yearly Amount on the average of the Five Years ending with the First of *September* One thousand eight hundred and fifty-five of the Income of the Corporation for their Markets and Fairs in the City of *Salisbury* has not exceeded the Sum of One hundred Pounds: Therefore, in order to compensate the Corporation for any of the Tolls or Stallages which may be diminished or prejudicially affected by this Act whenever in any Year ending with the First of *September*, after the opening of the Market House, the net Income of the Corporation arising from a public letting

letting of their Tolls and Stallages from their Markets and Fairs in the City of *Salisbury*, as now charged, falls below the net Sum of One hundred Pounds, the Company shall pay to the Corporation the Sum required to make the net Income of their Markets and Fairs for the same Year One hundred Pounds.

Collector of Market House Tolls for Corporation.

LXIV. If and whenever, after the opening of the Market House, the net Income of the Corporation from their Markets and Fairs in the City of *Salisbury*, arising from a public letting of the Tolls and Stallages of their Markets and Fairs for the Year, as now charged, falls below the net Sum of One hundred Pounds in any Year ending with the First Day of *September*, and the Company fail to pay the Corporation on or before the then next Thirty-first Day of *December* the Sum required to make the net Income of their Markets and Fairs for that Year One hundred Pounds, the Company, if the Corporation so require, shall permit their Stallages, Rents, and Tolls for the Market House and Stores, and the Works and Conveniences thereof, to be collected by such Persons as the Corporation appoint or approve; and the Persons so appointed or approved shall collect the Stallages, Rents, and Tolls accordingly, and shall thereout pay to the Corporation the Amount so due to them from the Company, and the reasonable Expenses of such Collection, and shall pay the Surplus to the Company: Provided always, that from Time to Time on the Amount so due to the Corporation and such Expenses being paid, the Stallages, Rents, and Tolls shall again be collected by the Company.

Corporation not to be prevented from collecting their own Tolls.

LXV. That nothing in this Act shall prevent the Corporation from undertaking from Time to Time the Collection by their own Officer of the Tolls and Stallages arising from their Markets and Fairs in the City of *Salisbury*, and during such Collection no Claim or Demand shall be made by the Corporation on the Company in respect of any Deficiency in the net Income arising therefrom.

Saving Rights of Corporation.

LXVI. Except as is by this Act expressly provided, this Act or anything therein shall not take away, lessen, alter, or prejudice any of the Estates, Rights, Jurisdictions, Royalties, Powers, Privileges, or Authorities of the Corporation, either in their Capacity of a Municipal Corporation or in their Capacity of a Local Board of Health, or in any other Capacity.

Saving Rights of Lords of Manors.

LXVII. This Act or anything therein contained shall not, except as is by this Act expressly provided, destroy, abridge, or prejudice any Power, Authority, Right, or Privilege of the Lord of any Manor being wholly or partly within the Limits of this Act, and which he enjoyed or claimed on or before the passing of this Act.

LXVIII. Except

Saving Rights of Railway Companies.

LXVIII. Except as is by this Act expressly provided, this Act or anything therein shall not take away, lessen, alter, or prejudice any of the Estates, Rights, Powers, Privileges, or Authorities of the *South-western* Company and the *Salisbury and Yeovil* Company respectively.

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

LXIX. This Act or anything therein shall not 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 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 Tolls and the Charges for small Parcels by this Act authorized.

Company not to be exempt from 11 & 12 Vict. c. 63.

LXX. This Act or anything therein shall not exempt the Company from the Provisions of the "Public Health Act, 1848," or of any General Act relating thereto, or to the subsequent Matter thereof which has already passed or may pass during the present or any future Session of Parliament.

Expenses of Act.

LXXI. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company.

SCHE-

SCHEDULE (A.)

Market House Stallages and Tolls.

	£	s.	d.
For every enclosed Shop, Stall, Standing, or Station used for exposing to Sale Meat, Fish, or any other live or dead Victuals, Vegetables, Fruit, China, Glass, Earthenware, or other Goods, Articles, or Commodities:			
If taken by the Year, not exceeding the yearly Sum of	7	10	0
If by the Half Year, not exceeding the half-yearly Sum of - - - - - -	4	2	6
If by the Quarter, not exceeding the quarterly Sum of	2	5	0
If by the Week, not exceeding the weekly Sum of -	0	3	9
For every Stall, Bulk, Block, Trestle, Standing Place, or Station used for exposing to Sale Meat, Fish, or any other live or dead Victuals, Vegetables, Fruit, China, Glass, Earthenware, or other Goods, Articles, or Commodities, according to the Size and Space; (that is to say,)			
Not exceeding One Foot Superficial Measure, the daily Sum of - - - - - -	0	0	1
If occupying any larger Space, then for every additional Superficial Foot not exceeding the daily Sum of -	0	0	1
For Poultry, including Turkeys, Geese, Ducks, Fowls, Chickens, Wild Fowl, and Pigeons, Rabbits, Hares, Pheasants, Partridges, and other Game brought for or exposed to Sale, according to the Number thereof, not exceeding the daily Sums following; that is to say,			
Not exceeding Six - - - - - -	0	0	1
For each additional Six, or less than that Number -	0	0	1
For every Basket, Parcel, or Quantity of Butter brought for or exposed to Sale, not exceeding the daily Sums following; (that is to say,)			
Not exceeding 20 lbs. Weight - - - -	0	0	1
For each additional 20 lbs. Weight, or less - -	0	0	1
For every Basket, Parcel, or Quantity of Eggs brought for or exposed to Sale, not exceeding the daily Sums following; (that is to say,)			
If containing under Six Dozen - - - -	0	0	1
For each additional Six Dozen, or less Number - -	0	0	1
For every Ton of Cheese at each Market or Fair a Sum not exceeding - - - - - - -	0	0	6
For every Quantity less than a Ton a Sum not exceeding -	0	0	3
For every Basket, Showboard, Tray, or Thing carried by any Person in or upon which Goods are exposed for Sale on each Market Day or other Day, not exceeding the daily Sum of - - - - - - - -	0	0	1½

	£	s.	d.
For every Sack, Bag, or Basket, Parcel, or Quantity of Potatoes, or other Roots sold or exposed to Sale in the Market House, not exceeding the daily Sums following:			
If containing not more than One Bushel - -	0	0	1
For every additional Half Bushel, or less - -	0	0	0½
For every Plough, Harrow, Machine, Drill, or Roller brought for or exposed to Sale, not exceeding the daily Sum of -	0	0	4
For every Superficial Foot used or occupied for exposing to Sale Cabbage or other Plants, Fruit Trees or other Trees, or any Shrubs or Plants, or for any other Purpose not in this Schedule otherwise provided for, not exceeding the daily Sum of - - - - - - -	0	0	0½

The several Tolls specified in this Schedule are to be paid at the Markets and Fairs respectively in respect of the Occupation and Use of any Stall or other Convenience or Space of Ground, not only by the original Taker or Occupier thereof for a Week or a Day, although he do not occupy or use the same during the whole of such Week or Day, but also by any subsequent Taker or Occupier thereof during the Residue or any Part of the Residue of such Week or Day.

SCHEDULE (B.)

Weighing and Measuring Tolls.

	£	s.	d.
For weighing any Article not weighing more than 28 lbs. Avoirdupois - - - - - - - -	0	0	0½
For weighing any Article weighing more than 28 lbs. Avoirdupois, and not weighing more than 112 lbs. Avoirdupois	0	0	1
And so in proportion for any greater or smaller Weight than 112 lbs. Weight over and above 112 lbs. Weight.			
For measuring any Article sold by Measure not exceeding One Bushel - - - - - - - -	0	0	0½
For measuring any Article sold by Measure exceeding One Bushel - - - - - - - -	0	0	1
For every Bushel or art of a Bushel beyond Two Bushels	0	0	0½

SCHEDULE (C.)

Tolls for Use of Weighing Machine.

	£	s.	d.
For weighing every Cart or other Carriage not weighing more than One Ton, not exceeding - - - -	0	0	6
For weighing every Cart or other Carriage weighing more than One Ton, not exceeding - - - -	0	1	0
For weighing every Load of Agricultural Produce or other Article not weighing more than One Ton, not exceeding -	0	0	6
For every additional Ton or Part of a Ton, not exceeding -	0	0	6

SCHEDULE (D.)

Rents for Corn Exchange Desks.

	£	s.	d.
For every moveable Desk or other like Convenience for the Transaction of Business within the Corn Exchange, and occupying not more than Nine Superficial Feet:			
If let by the Year, not exceeding the yearly Sum of	2	12	0
If let by the Half Year, not exceeding the half-yearly Sum of - - - - - -	1	10	0
If let by the Quarter, not exceeding the quarterly Sum of	0	17	6
If let by the Day, not exceeding the daily Sum of -	0	1	9
And so on in like Proportion for every Superficial Foot over and above Nine Superficial Feet.			

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1856.