CHAP. ccv.

An Act for authorising the Somerset and Dorset Railway Company to make a Line of Railway from their railway at Evercreech to the Midland Railway at Bath, with a Branch to the Bristol and North Somerset Railway at Radstock, and to raise further moneys, and for other purposes; and of which the short title is "Somerset and Dorset Railway (Extension to the Midland Railway at Bath) Act, 1871." A.D. 1871.

[21st August 1871.]

WHEREAS the making and maintaining of the railway No. 1 by this Act authorised, commencing by a junction with the Somerset and Dorset Railway in the parish of Evercreech, and terminating by a junction with the Mangotsfield and Bath Branch of the Midland Railway in the parish of Twerton, and also the railway No. 2 by this Act authorised, being a short branch from the railway No. 1, in the parish of Radstock, to form a junction with the authorised line of the Bristol and North Somerset Railway, would be of great public and local advantage:

And whereas the Somerset and Dorset Railway Company (in this Act called the Company) are willing to carry the undertaking into execution, and it is expedient that they be authorised so to do:

And whereas it is expedient that the Company be authorised to run over and use the portion of railway in that behalf in this Act specified:

And whereas it is expedient that provision be made with respect to agreements between the Company and the Poole and Bournemouth Railway Company:

And whereas it is expedient that the Company be authorised to raise further moneys for the purposes of this Act:

And whereas by an Act of Parliament made and passed in the thirty-fourth year of the reign of His late Majesty King George the Third, chapter eighty-six, a company was incorporated by the name 34 G. 3. c. 86.

subscriptions, and the means of enforcing the payment of calls, the forfeiture of shares for nonpayment of calls, the remedies of creditors of the Company against the shareholders, the borrowing of money by the Company on mortgage or bond, the conversion of borrowed money into capital, the consolidation of shares into stock, and the provision to be made for affording access to the special Act by all parties interested, and Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of "The Companies Clauses Act, 1863," "The Companies Clauses Act, 1869," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to construction of a railway) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to or inconsistent with such construction: the expression "the Company" means the Somerset and Dorset Railway Company; the expression "the extension railway or the railway" or "the undertaking" means the railways by this Act authorised; the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Power to make railway according to deposited plans.

4. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railways herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and (except as herein-after otherwise expressly provided) may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose: Provided that it shall not be lawful for the Company to enter upon, take, or use the lands numbered in the deposited books of reference 21 and 139A in the parish of Shepton Mallet, 2A in the parish of Writhlington, 266A in the parish of Wellow, and the lands numbered on the deposited plans 127 in the parish of Midsomer Norton, and 130 in the parish of Wellow. The railways herein-before referred to and authorised by this Act are,—

Power to divide shares.

9. Subject to the provisions of this Act, the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in the capital by this Act authorised to be raised into half shares, of which one shall be called "preferred half share," and the other shall be called "deferred half share:" Provided always, that the Company shall not divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up, and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

Dividends on half shares.

10. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following; (that is to say,) first, in payment of dividend, after such rate, not exceeding six per centum per annum, as shall be determined at a general meeting of the Company specially convened for the purpose, on the amount for the time being paid up on the preferred half share, and the remainder (if any) in payment of dividend on the deferred half share; and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividend on preferred shares to be paid out of the profits of the year only.

11. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number; but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year, no part of the deficiency shall be made good out of the profits of any subsequent year, or out of any other funds of the Company.

Half shares to be registered and certificates issued.

12. Forthwith after the creation of any half shares the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof: Provided always, that the directors shall not be bound to issue a certificate of any half share until the certificate of the

receipts being insufficient for such purpose, then, subject as aforesaid, the Company shall apply so much of the gross receipts in respect of all traffic on the existing railway which shall pass to or from the extension railway, not exceeding sixty per centum thereof, as shall be required to make good such deficiency, and, subject to the payment of the six per centum as aforesaid, the receipts upon the extension railway shall be applied in like manner and to the same purposes as the receipts of the existing railway: Provided always, that if the Company so think fit before the issue of any extension shares, they may, but subject and without prejudice as aforesaid, apply in payment of interest not exceeding five per centum on the money borrowed for the purposes of the extension railway, and in payment of dividend not exceeding six per centum on the extension shares, so much of the gross receipts of the extension railway as shall be necessary for that purpose, and after such appropriation the remainder of such receipts shall be applied in like manner and to the same purposes as the receipts upon the existing railway.

Power to borrow on mortgage.

19. The Company may from time to time borrow on mortgage for the purposes of the extension railway, on the security of the extension railway and the tolls and charges arising therefrom, any sum not exceeding in the whole one hundred and twenty thousand pounds, but no part thereof shall be borrowed until the whole capital of three hundred and sixty thousand pounds by this Act authorised to be raised is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," (before he so certifies,) that the whole of the capital has been subscribed for, issued, and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant his certificate that the proof aforesaid has been given him, which certificate shall be sufficient evidence thereof.

Arrears may be enforced by appointment of receiver.

20. The mortgagees of the Company under this Act may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver, and in

nations not steeper than the inclinations herein-after mentioned in connexion therewith respectively; that is to say,

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
56	Shepton Mallet -	Turnpike -	1 in 20 on one side and level on the other.
98	Shepton Mallet -	Turnpike -	1 „ 10.
23	Croscombe -	Public -	1 „ 16.
9	Dinder - -	Turnpike -	1 „ 20 on one side and level on the other.
19	St. Cuthbert, Wells, out-parish of.	Public -	1 „ 16 on one side and level on the other.
51	Binegar - -	Turnpike -	1 „ 16.
11	Chilcompton -	Public -	1 „ 17.
52	Chilcompton -	Public -	1 „ 6½.
102 & 156	Radstock - -	Turnpike -	1 „ 20.

Span of bridges.

28. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion with those roads respectively; that is to say,

No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
11	Chilcompton -	Public - -	15 ft.	20 ft.
29	Wellow - -	Public - -	15 „	20 „
59	Wellow - -	Public - -	15 „	20 „
158*a*	Wellow - -	Public - -	15 „	20 „
220	Wellow - -	Public - -	15 „	20 „
247	Wellow - -	Public - -	15 „	20 „
276	Wellow - -	Public - -	15 „	20 „
287	Wellow - -	Public - -	13 „	12 „

Notice to be given of taking of houses of labouring classes.

29. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

satisfaction of the engineer for the time being of the Great Western, East Somerset, or Bristol and North Somerset Railway Companies, as the case may be.

Not to alter levels, &c. of Great Western and East Somerset Railways.

34. The Company shall not, without the consent in writing of the Great Western and the East Somerset Railway Companies, as the case may be, under their respective common seals, alter the lines or levels of the Great Western or the East Somerset Railway.

As to crossing of Great Western, East Somerset, and Bristol and North Somerset Railways.

35. In constructing the railway No. 1 by this Act authorised, where the same crosses over or under the railways of the Great Western, the East Somerset, and the Bristol and North Somerset Railway Companies, or any of them, the Company shall not deviate from the centre line shown on the deposited plans, without the previous consent in writing of the Great Western, the East Somerset, or the Bristol and North Somerset Railway Company, as the case may be, under their respective common seals.

Provision as to dimensions of bridges.

36. The railway, where the same will pass under the East Somerset Railway, in the parish of Shepton Mallet in the county of Somerset, shall be carried under it by a bridge of a clear width sufficient for two lines of rails on the said East Somerset Railway; and where the railway will pass over the Bristol and North Somerset Railway, in the parish of Radstock in the county of Somerset, it shall be carried over the same by a bridge of a clear width sufficient for three lines of rails on the said Bristol and North Somerset Railway; and where the railway will pass over the Great Western Railway, in the parish of Tiverton in the county of Somerset, it shall be carried over the same by a bridge with a centre opening sufficient for two lines of rails, and two side openings, each sufficient for one additional line of rails.

Expenses of watchmen, &c. to be borne by the Company.

37. The Company shall bear and on demand pay to the Great Western, the East Somerset, and Bristol and North Somerset Railway Companies respectively the expense of the employment by them respectively, during the respective making of the railways Nos. 1 and 2 over and under and adjacent to the Great Western, East Somerset, and Bristol and North Somerset Railways, of a sufficient number of inspectors or watchmen to be appointed by them for watching their railways and works, with reference to and during the execution of the intended works, and for preventing as far as may be all interference, obstruction, danger, and accident from any of the operations, or from the acts or defaults of any person or persons in the employ of the Company, with reference thereto or otherwise.

or property, or to the traffic on their railway, or to any company or persons using the same, or otherwise during the execution or by reason of the failure of any of the intended works, or any act or omission of the Company, or of any person or persons in their employ, or of their contractors or otherwise; and the Company shall effectually indemnify and hold harmless the Great Western, the East Somerset, and the Bristol and North Somerset Railway Companies respectively from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission.

railway companies, and to indemnify them.

41. Nothing in this Act contained shall extend or be deemed or construed to extend to authorise or enable the Company to take or enter upon or use, either temporarily or permanently, any of the lands belonging to the Great Western, the East Somerset, and the Bristol and North Somerset Railway Companies, or any or either of them, or to alter, vary, or interfere with the Great Western Railway, the East Somerset Railway, or the Bristol and North Somerset Railway, or any of the works of any or either of those railways, further or otherwise than is necessary for the construction of the railway, without the consent in writing in every instance for that purpose first had and obtained of the Great Western, the East Somerset, and the Bristol and North Somerset Railway Companies respectively, as the case may be, under their respective common seals; and with respect to any lands of the Great Western, the East Somerset, and the Bristol and North Somerset Railway Companies, or any or either of them, which the Company are by this Act from time to time authorised to use, enter upon, or interfere with, the Company may purchase and take, and the Great Western, the East Somerset, and the Bristol and North Somerset Railway Companies respectively, as the case may be, shall sell and grant accordingly, an easement or right of using the same in perpetuity for the purpose for which but for this enactment the Company might purchase and take the same.

Not to enter upon lands of the Great Western, East Somerset, and Bristol and North Somerset Railway Companies, without consent of those Companies, except for purposes of junction and crossings.

42. The Company and the Great Western and the East Somerset Railway Companies may from time to time enter into and carry into effect any agreements or arrangements with respect to the construction or alteration of the archway or bridge to be constructed for carrying the railway No. 1 under the East Somerset Railway.

Power to make agreements as to bridge for carrying railway No. 1 under the East Somerset Railway.

43. Such archway or bridge, and the incidental works connected therewith, shall from and after the completion and subject and without prejudice to the duty and obligation of the Company for ever thereafter, at their own expense, to uphold and maintain the

Bridge to be the property of the East Somerset Railway Company.

said consols certificates deposited as aforesaid shall be applied in the manner herein-after specified; and the certificate of the Lords of the said Committee that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, 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.

Providing for application of deposit in compensation to parties injured.

47. The said consols certificates deposited as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the said consols certificates shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said consols certificates, or such portion thereof as may not be required as aforesaid, 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 as aforesaid, or the survivor or survivors of them: Provided that until the said consols certificates shall have been repaid to the depositors, or shall have become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the person or persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them.

Period for completion of works.

48. The railway shall be completed within five years from the passing of this Act, and on the expiration of that period the powers by this Act granted to the Company for executing the railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Powers for Company to run over portion of other railway.

49. The Company from time to time may run over and use with their engines and carriages, waggons and trucks, and with their officers and servants, and for the purposes of their traffic of every description, the portion of railway following, and all sidings,

Tolls for traffic conveyed partly on railway and partly on other railways.

53. Where under the provisions of this Act traffic is conveyed partly on any of the railways of the Company and partly on the railway of any other company, the railways of the Company and the railway of such other company shall, for the purposes of tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways of the Company and partly on the railway of any other company for a less distance than six miles, tolls and charges may only be charged as for six miles; and in respect of passengers, for every mile or fraction of a mile beyond six miles, toll and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile beyond six miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railway and partly on the railway of any other company.

Power for Canal Company to sell portion of their undertaking to Company.

54. The Canal Company from time to time may transfer or sell and convey so much and such part of their undertaking as consists of their main tramways, and the side or branch tramways, and all the land, property, estate, real and personal, and plant, and rights, privileges, and easements belonging thereto or connected therewith, now vested in or at law or in equity belonging to or enjoyed by the Canal Company, and also the powers of the Canal Company, not comprised in the agreement herein-after confirmed, in respect of the premises sold and transferred to the Company, and the Company may take the transfer, or make the purchase, and accept the conveyance upon such terms and conditions and for such considerations, and at such periods, as the Canal Company and the Company agree on.

Effect of transfer or sale and conveyance.

55. If and when any transfer or any sale or conveyance by this Act authorised, whether under the said agreement or otherwise, is made by the Canal Company to the Company, the transfer or the sale and conveyance shall take effect on and after the time in that behalf agreed on between the Company and the Canal Company, and on and after the time in that behalf so agreed on the premises so agreed to be transferred or to be sold and conveyed shall by this Act be vested in the Company in accordance with the terms and conditions in that behalf agreed on, and the Company may exercise and enforce all or any of the powers, authorities, and rights of action, and other rights of the Canal Company, with respect to the premises so agreed to be transferred or to be sold and conveyed.

Saving the rights of the Duchy of Cornwall.

61. Nothing contained in this Act, or in any Act or Acts incorporated herewith, or herein mentioned or referred to, shall extend to authorise the Company to take, use, enter upon, or interfere with any land, soil, or water, or any rights in respect thereof, belonging to Her Majesty, her heirs or successors, in right of the Duchy of Cornwall, without the consent in writing of some two or more of such of the regular officers of the said Duchy, or of such other persons as may be duly authorised under the provisions of "The Duchy of Cornwall Management Act, 1863," section 39, to exercise all or any of the rights, powers, privileges, and authorities by the said Act made exerciseable, or otherwise for the time being exerciseable, in relation to the said Duchy, or belonging to the Duke of Cornwall for the time being, without the consent of such Duke, testified in writing under the seal of the Duchy of Cornwall, first had and obtained for that purpose, or to take away, diminish, alter, prejudice, or affect any property, rights, profits, privileges, powers, or authorities vested in or enjoyed by Her Majesty, her heirs or successors, in right of the Duchy of Cornwall, or in or by the Duke of Cornwall for the time being.

Interest not to be paid out of capital.

62. The Company shall not, out of any money by this Act or any other Act relating to the Company authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of calls made in respect of the share held by him: Provided that the Company may pay to any shareholder such interest or money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

63. The Company shall not, out of any money by this Act or any other Act relating to the Company authorised to be raised, pay or deposit any sum of money which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway, or execute any other work or undertaking.

Railways not exempt from provisions of present and future general Acts.

64. Nothing herein contained shall be deemed or construed to exempt the railways of the Company from the provisions of any general Act relating to railways, or 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 or alteration, under the authority of Parliament, of the tolls for small parcels and the maximum rates of fares and charges by this Act authorised.

The SCHEDULE referred to in the foregoing Act.

Articles of Agreement made and entered into the first day of February A.D. one thousand eight hundred and seventy-one, between the Somerset and Dorset Railway Company, herein-after called "the Railway Company," of the one part, and the Company of Proprietors of the Somersetshire Coal Canal Navigation, herein-after called "the Canal Company," of the other part.

Whereas the Railway Company intend to apply to Parliament in the ensuing session for an Act to authorise them to extend their line of railway from a point thereon near Evercreech in the county of Somerset to the terminus of the Midland Railway in the city of Bath, and to create and issue new share capital for the purposes of the proposed Act:

And whereas the Canal Company were incorporated by an Act passed in the thirty-fourth year of the reign of George the Third, intituled "An Act for "making and maintaining a navigable canal, with certain railways and stone "roads from several collieries, in the county of Somerset, to communicate with "the intended Kennet and Avon Canal, in the parish of Bradford in the "county of Wilts:"

And whereas the Canal Company have under the powers of the said Act, and of certain other Acts of Parliament subsequently passed, constructed their canal and works, including a main tramway extending from Midford Wharf, in the parish of Wellow in the county of Somerset, to a point near or opposite to the Bell Inn, in the parish of Radstock in the said county of Somerset, with branch tramways, sidings, and other incidental works and conveniences:

And whereas the possession of the said main tramway and works by the Railway Company will facilitate the construction of their aforesaid proposed extension, and parts thereof may be advantageously used in the construction of the said railway; and it has been agreed by and between the Railway Company and the Canal Company that (subject to the approval of Parliament) the Canal Company shall sell and the Railway Company shall purchase and take the said main tramway, with all branch tramways, sidings, and other works and conveniences incidental and appurtenant thereto, upon the terms herein-after provided:

Now it is hereby mutually agreed by and between the Railway Company and the Canal Company as follows; (that is to say,)

1. The Railway Company shall apply to Parliament in the ensuing session for and use their best endeavours to obtain an Act of Parliament to sanction

thousand five hundred pounds sterling to the Canal Company, in addition to the said sums of five thousand pounds and ten thousand pounds, and shall be free from the obligation to deliver the said shares to the Canal Company.

6. So soon as the first instalment of five thousand pounds shall have been paid by the Railway Company, the Canal Company shall give the Railway Company possession of the said purchased property, and the Railway Company shall then be entitled to work the said tramways, and all tolls, rates, and earnings thenceforth arising or accruing out of or upon the purchased property shall belong to and be received by the Railway Company; and all charges, expenses, outgoings, and liabilities thenceforth incurred or becoming payable shall be chargeable to and paid by the Railway Company, and all statutory and other obligations to which the Canal Company are at present subject in respect of the purchased property shall be thenceforth undertaken, observed, and fulfilled by the Railway Company, who shall indemnify and save harmless the Canal Company from all future liability in respect thereof.

7. So soon as the whole of the purchase money shall have been paid by the Railway Company (including the delivery of the said paid-up shares, unless the Railway Company shall have elected to substitute a money payment for the same, as herein-before provided), the purchased property shall vest in the Railway Company, with all the estate, right, title, property, interest, and privileges of the Canal Company therein, and the Canal Company shall execute all such deeds and instruments and do all such things as shall be necessary to effectually convey and transfer the same to the Railway Company, and shall deliver to the Railway Company all deeds, muniments of title, and other documents relating solely to the purchased property, and thereupon the Railway Company may be at liberty to convert the purchased property, or any parts of it, to the purposes of their said intended railway.

8. The Canal Company shall maintain and keep in good and efficient repair, having regard to the present state and condition thereof, the said main tramway, branch tramways, sidings, and all the works, buildings, and conveniences included in the purchased property, until possession thereof shall be given by them to the Railway Company, in accordance with this agreement, and shall in the meanwhile do or suffer nothing whereby the purchased property shall be in any respect depreciated in value or rendered less efficient.

9. The Railway Company shall accept such title as the Canal Company are able to make to the land and other the purchased property, and shall not raise any objections to the fulfilment of this agreement, or require any modification of the same by reason of any apparent imperfection in the title of the Canal Company to any part of the purchased property.

10. All the costs and expenses of the Canal Company of and incidental to the transfer of the purchased property, and all costs and expenses incurred by the Canal Company in supporting any application or applications that may be made to Parliament by the Railway Company in accordance with this agreement, shall be repaid to them by the Railway Company.

11. Any disputes or differences or questions that may arise as to the construction or meaning of this agreement, or as to the property intended to be included in the proposed purchase, or as to anything to be done by either party hereto in