CHAPTER cxii.

An Act for making a Railway from the Great Western Railway near Swindon to Highworth, all in the county of Wilts, to be called the Swindon and Highworth Light Railway; and for other purposes. [29th June 1875.] A.D. 1875.

WHEREAS the making and maintaining of the railway hereinafter described and the carrying into execution of the powers of this Act would be of public and local advantage:

And whereas the several persons herein-after in this Act named are willing, with others, to carry the undertaking into execution on being incorporated into a company for the purpose:

And whereas it is intended that the railway should be constructed and worked as a light railway, subject to the provisions respecting light railways contained in "The Regulation of Railways Act, 1868:"

And whereas it is expedient that the Company and the Great Western Railway Company should be empowered to enter into and carry into effect working and other arrangements, as herein-after provided:

And whereas plans and sections showing the lines and levels of the proposed railways, and the lands by this Act authorised to be acquired for the purposes thereof, and books of reference to those plans, containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of those lands, have been deposited with the clerk of the peace for the county of Wilts, and those plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference:

And whereas the objects of this Act cannot be attained 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:

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Short title.

1. This Act may be cited for all purposes as "The Swindon and Highworth Light Railway Act, 1875."

Provisions of certain general Acts incorporated.

2. "The Companies Clauses Consolidation Act, 1845," Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of "The Companies Clauses Act, 1863," as amended by "The Railway Companies Act, 1867," or "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) and Part III. (relating to working agreements) 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 such construction. The expression "the Company" means the Company incorporated by this Act; the expressions "the railway" or "the undertaking" mean respectively the railway and undertaking by this Act authorised; and 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.

Company incorporated

4. George Alexander, Edgar Hanbury, Thomas Hulbert, Ambrose Denis Hussey-Freke, John Toomer, William Brewer Wearing, and Ambrose Willis, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be united into a Company for the purpose of making and maintaining the railway, and for other the purposes of this Act, and for those purposes shall be incorporated by the name of "The Swindon and Highworth Light Railway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make railway according to deposited plans.

5. 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 railway herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and 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. The railway herein-before referred to and authorised by this Act is—

A railway, 5 miles 4 furlongs 9 chains or thereabouts in length, commencing in the parish of Stratton St. Margaret, at or near the Swindon station on the Great Western Railway, and terminating in the parish of Highworth, all in the county of Wilts.

Capital.

6. The capital of the Company shall be twenty-one thousand pounds, in two thousand one hundred shares of ten pounds each.

Shares not to be issued until one fifth part paid up.

7. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth part of the amount of such share is paid in respect thereof.

Calls.

8. The greatest amount of a call shall be three pounds, and two months at least shall be the interval between successive calls.

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 their capital into half shares, of which one shall be called "preferred half share," and the other shall be called "deferred half share;" but the Company shall not so 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 once for all 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.

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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; but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing share be delivered to them to be cancelled, unless it be shown to their satisfaction that such certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated in certificates.

13. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred shares.

14. The provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the forfeiture of shares for nonpayment of calls, shall apply to all preferred half shares to be created under the authority of this Act, and every such preferred half share shall for that purpose be considered a whole share distinct from the corresponding deferred half share, and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof, and of the arrears of calls for the time being due thereon, with interest.

Preferred shares not to be cancelled or surrendered.

15. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares to be half shares in capital.

16. The several half shares under this Act shall be half shares in the capital of the Company, and every two half shares (whether preferred or deferred, or one of each,) held by the same person shall confer such right of voting at meetings of the Company, and (subject to the provisions herein-before contained) shall confer and have all

such other rights, qualifications, privileges, liabilities, and incidents as attach and are incident to an entire share.

Power to borrow on mortgage.

17. The Company may from time to time borrow on mortgage any sum not exceeding in the whole seven thousand pounds, but no part thereof shall be borrowed until the whole capital of twenty-one thousand pounds is 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 such capital has been 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 in such capital 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 persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to the justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

18. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than seven hundred pounds in the whole.

Debenture stock.

19. The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863," but notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Receipts for persons under disability.

20. The receipt of the guardian of the estate of any shareholder being a minor, or of the committee of the estate of any shareholder being an idiot, lunatic, or person non compos mentis, shall be a sufficient discharge to the Company for any money payable to such shareholder.

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Application of moneys.

21. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First ordinary meeting.

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

Number of directors.

23. The number of directors shall be seven; but the Company may from time to time reduce the number, provided that the number be not less than three.

Qualification of directors.

24. The qualification of a director shall be the possession in his own right of not less than twenty-five shares, representing a capital of not less than two hundred and fifty pounds.

Quorum.

25. The quorum of a meeting of directors shall be four if the number is more than five; if five or four, three; but when the number of directors is not more than three, the quorum shall be two.

First directors.

Election of directors.

26. George Alexander, Edgar Hanbury, Thomas Hulbert, Ambrose Denis Hussey-Freke, John Toomer, William Brewer Wearing, and Ambrose Willis shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act, being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of "The Companies Clauses Consolidation Act, 1845," and the several persons elected at any such meeting, being neither removed nor disqualified nor having resigned, shall continue to be directors until others are elected in their stead, in manner provided by the same Act.

Lands for extraordinary purposes.

27. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed one acre.

Powers for compulsory purchases limited.

28. 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 three years from the passing of this Act.

Railway to be constructed as a light railway.

29. The railway shall be constructed and worked as a light railway within the meaning and subject to the provisions of "The Regulation of Railways Act, 1868."

Power to cross certain road on the level.

30. Subject to the provisions in "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," contained in reference to the crossing of roads on the level, the Company may in the construction of the railway carry the same with a single line of railway only, whilst the railway shall consist of a single line, and afterwards with a double line of railway only, across and on the level of the road next herein-after mentioned; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.
3 28	Hannington - - - Stanton FitzWarren - -	Turnpike road.

Widths of certain roadways.

31. The Company may make the roadway over the bridges by which the following roads will be carried over the railway of such width between the fences thereof as the Company think fit, not being less than the respective widths herein-after mentioned in connexion therewith respectively; (that is to say,)

No. on Plan.	Parish or Place.	Description of Roadway.	Width of Roadway.
8	Stratton Saint Margaret -	A grass drove road	12
13	Stratton Saint Margaret -	A grass drove road	12
44	Stratton Saint Margaret -	A grass drove road	12
9 2	Hannington - - Highworth - -	Parish road -	15

Deposit money not to be repaid until line opened or half the capital paid up and expended.

32. Whereas, pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of one thousand pounds, being five per centum upon the amount of the estimate in respect of the railway authorised by this Act, has been deposited with the Court of Chancery in England in respect of the application to Parliament for this Act: Be it enacted that, notwithstanding anything contained in the said recited Act, the said sum of one thousand pounds, so deposited as aforesaid in respect of the application for this Act, shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them,

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unless the Company shall, previously to the expiration of the period limited by this Act for the completion of the railway hereby authorised to be made, either open the said railway for the public conveyance of passengers 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 authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said capital; and if the said period shall expire before the Company shall either have opened the said railway for the public conveyance of passengers or have given such proof as aforesaid to the satisfaction of the Board of Trade, the said sum of money deposited as aforesaid shall be applied in the manner herein-after specified, and the certificate of the Board of Trade 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 above-mentioned Act to the contrary nothwithstanding.

Application of deposit.

33. The said sum of money 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 sum of money shall have been found sufficient to satisfy all just claims in respect to such compensation, then the said sum of money, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order, on the application of the solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors

thereof: Provided, that until the said sum of money has been repaid to the depositors, or has 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.

34. If the railway is not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Tolls.

35. The Company may demand and take, in respect of the use of the railway, any tolls not exceeding the following; (that is to say,)

Tolls for passengers.

First. In respect of passengers conveyed on the railway or any part thereof, as follows:

For every person conveyed on the railway, not exceeding twopence per mile; and if conveyed in or upon any carriage provided by the Company, an additional sum not exceeding one penny halfpenny per mile:

Tolls for animals, &c.

Secondly. In respect of animals conveyed upon the railway or any part thereof, as follows:

Class 1. For every horse, fourpence, and for every mule, ass, or other beast of draught or burden, threepence per mile; and if conveyed in or upon any carriage provided by the Company, an additional sum not exceeding one penny per mile:

Class 2. For every ox, bull, cow, or neat cattle, threepence per mile; and if conveyed in a carriage provided by the Company, an additional sum of one penny per mile:

Class 3. For every calf, pig, sheep, lamb, or other small animal, not exceeding one penny per mile; and if conveyed in or upon any carriage provided by the Company, an additional sum not exceeding one penny per mile:

Tonnage on articles of merchandise.

Thirdly. In respect of goods and other things conveyed upon the railway, or any part thereof, as follows:

Class 4. For all coal, cinders, dung, compost, and all sorts of manure, lime, and limestone, all undressed materials for the repair of public roads or highways, per ton per mile one penny halfpenny; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one halfpenny:

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Class 5. For all coke, culm, cannel, charcoal, all stones for building, pitching, and paving, all bricks, tiles, slates, clay, sand, ironstone, iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets, and rolled iron, and iron castings, and all other similar descriptions of wrought iron not manufactured into utensils or other articles of merchandise, per ton per mile twopence; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one halfpenny:

Class 6. For all sugar, grain, corn, flour, salt, hides, dye-woods, earthenware, timber, staves, deals, and metal (except iron), nails, anvils, vices, and chains, per ton per mile threepence; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny:

Class 7. For cotton and other wools, drugs, and manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile threepence halfpenny; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny:

For every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform, per mile, sixpence, and a sum of twopence per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh; and if conveyed on a truck or platform belonging to the Company, an additional sum per mile not exceeding twopence.

Tolls for propelling power.

36. The tolls which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal, or for each ton of goods, or for each carriage, in addition to the several other tolls or sums by this Act authorised to be taken.

Regulation as to tolls.

37. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act; (that is to say,)

For all passengers, animals, or goods conveyed on the railway for a less distance than three miles the Company may demand tolls and charges as for three miles:

For a fraction of a mile beyond three miles, or beyond any greater number of miles, the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein, and if there

be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile, and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile:

For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton:

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight:

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, elm, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so on in proportion for any smaller quantity.

Tolls for small parcels and single articles of great weight.

38. With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding anything in this Act, the Company may demand and take any tolls not exceeding the following; (that is to say,)

For the carriage of small parcels on the railway, or on any part thereof:

For any parcel not exceeding seven pounds in weight, threepence;

For any parcel exceeding seven and not exceeding fourteen pounds in weight, fivepence;

For any parcel exceeding fourteen and not exceeding twenty-eight pounds in weight, sevenpence;

For any parcel exceeding twenty-eight and not exceeding fifty-six pounds in weight, ninepence;

For any parcel exceeding fifty-six pounds and not exceeding five hundred pounds in weight, any sum the Company think fit:

Provided always, that articles sent in large aggregate quantities, although made up in 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 single articles of great weight on the railway:

For the carriage of any single article or thing the weight of which, including the carriage, exceeds four tons but does not exceed eight tons, the Company may demand and take any sum not exceeding one shilling per ton per mile, and if more than one carriage or truck be employed in the conveyance

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of such article or thing, an additional sum per ton per mile not exceeding one penny in respect of each carriage or truck beyond the first so employed:

For the carriage of any single article or thing the weight of which, with the carriage, exceeds eight tons, the Company may demand and take any sum they think fit.

Maximum rates for passengers.

39. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway, including the tolls for the use of the railway, and for carriages and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following; (that is to say,)

For every passenger conveyed in a first-class carriage, the sum of threepence per mile:

For every passenger conveyed in a second-class carriage, the sum of twopence per mile:

For every passenger conveyed in a third-class carriage, the sum of one penny halfpenny per mile.

Maximum rates for animals and goods.

40. The maximum rate of charge to be made by the Company for the conveyance of animals and goods, except such small parcels and single articles of great weight as aforesaid, on the railway, including the tolls for the use of the railway, and for waggons or trucks and locomotive power, and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier, where any such service is performed by the Company,) shall not exceed the following sums; (that is to say,)

For every animal in Class 1, fourpence per mile;

For every animal in Class 2, threepence per mile;

For every animal in Class 3, one penny halfpenny per mile;

For everything in Class 4, one penny halfpenny per ton per mile;

For everything in Class 5, twopence per ton per mile;

For everything in Class 6, threepence per ton per mile;

For everything in Class 7, fourpence per ton per mile;

And for every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform, per mile sixpence; and for every additional quarter of a ton in weight, one penny halfpenny per mile.

Passengers luggage.

41. Every passenger travelling upon the railway may take with him his ordinary or personal luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred

pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Terminal station.

42. No station shall be considered a terminal station, in regard to any goods conveyed on the railway, unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

43. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company may take increased charges by agreement.

44. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

Confirming scheduled agreement.

45. The scheduled agreement, expressed to be made between the promoters of the Company of the one part and the Great Western Railway Company of the other part, is by this Act confirmed and made binding on the Company and the Great Western Railway Company respectively, and may and shall be carried into effect as if the Company were parties thereto instead of the said promoters: Provided always, that such agreement shall be subject to the provisions of Part III. of "The Railways Clauses Act, 1863," as amended or varied by "The Regulation of Railways Act, 1873," in like manner as if the said agreement were an agreement, made under and subject to those provisions; and provided further, that at the end of the first or any subsequent period of ten years, from the date of the said agreement the agreement shall be at an end and determined unless it shall, within six calender months previously to the expiration of the respective period of ten years, have been sanctioned by the shareholders of the Company.

Power to enter into working agreements.

46. The Company on the one hand and the Great Western Railway Company on the other hand may, subject to the provisions of Part III. of "The Railways Clauses Act, 1863," as amended or varied by "The Regulation of Railways Act, 1873," from time to time enter into agreements with respect to the following purposes, or any of them; (that is to say,)

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The maintenance and management of the railway, or of any part or parts thereof respectively, and of the works connected therewith respectively, or any part thereof:

The use or working of the railway, or of any part thereof respectively, and the conveyance of traffic thereon:

The supply of any rolling or working stock, and of officers and servants for the conduct of the traffic on the railway:

The payments to be made and the conditions to be performed with respect to the matters aforesaid:

The interchange, accommodation, conveyance, and delivery of traffic coming from or destined for the undertakings of the contracting Companies, and the levying, fixing, collection, apportionment, and division between the said Companies of the tolls, rates, charges, receipts, and revenues taken, levied, or arising from such traffic.

Tolls on traffic conveyed partly on the railway and partly on the Great Western Railway.

47. During the continuance of the said agreement the railway of the Company and of the Great Western Railway 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 railway of the Company and partly on the railway of the Great Western Railway Company for a less distance than three miles, tolls and charges may only be charged as for three miles; and in respect of passengers, for every mile or fraction of a mile beyond three miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond three 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 of the Company and partly on the railways of the Great Western Railway Company.

Not to take lands of Great Western Railway Company except for the purpose of a junction.

48. Notwithstanding anything herein contained, it shall not be lawful for the Company, or any person acting under or in execution of this Act, to enter upon, take, occupy, or use, either permanently or temporarily, any of the lands, works, or property of the Great Western Railway Company, or in any manner to alter, vary, or interfere with their railways or works, without the consent of the Great Western Railway Company, under their common seal, save only for the purpose of effecting the junction and communication by this Act authorised.

Interest not to be paid on calls paid up.

49. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from

paying to any shareholder such interest on 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 capital.

50. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum 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 to execute any other work or undertaking.

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

51. Nothing in this Act contained shall exempt the railway from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act.

Expenses of Act.

52. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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SCHEDULE to which the foregoing Act refers.

Articles of Agreement made and entered into this 16th day of April 1875, between Ambrose Denis Hussey-Freke of Hannington Hall in the parish of Hannington in the county of Wilts, esquire, Thomas Hulbert of Highworth in the same county, gentleman, and Ambrose Willis of Hannington aforesaid, gentleman, three of the promoters of the Swindon and Highworth Light Railway Company (herein-after called the promoters) of the one part, and the Great Western Railway Company (herein-after called the Great Western Company) of the other part, whereby it is mutually agreed between the parties hereto as follows :

1. The Promoters, in conjunction with other subscribers to the proposed Swindon and Highworth Light Railway, will prosecute an application to Parliament in the ensuing session, and if not then in the session of 1876, for a bill to incorporate a company, and to authorise such company to make and maintain, with all necessary works and conveniences connected therewith, a railway from near the Swindon Junction Station on the Great Western Railway in the parish of Stratton Saint Margarets to the town of Highworth in the parish of Highworth, according to the deposited plans and sections agreed upon between the engineer of the promoters and the engineer of the Great Western Company, and the said bill will also contain power to the intended company and the Great Western Company to enter into and carry into effect agreements for, amongst other things, the management, use, working, and maintenance of the intended railway, the supply of rolling or working stock, and of officers and servants for the conduct of the traffic on the intended railway, the conduct of such traffic, and the division and appropriation of the receipts arising therefrom, and such other matters as are generally included in clauses authorising working and traffic agreements between railway companies, and the promoters will use their best endeavours to obtain the passing of the said bill into an Act.

2. The company to be incorporated by the intended Act (herein-after called the Highworth Company) shall construct as a single line on the gauge of four feet eight and a half inches the railway authorised by such Act (herein-after called the Highworth Railway), and the said railway shall be constructed subject to the conditions and regulations for light railways provided for by "The Regulation of Railways Act, 1868," and such other conditions and regulations as are or shall be otherwise directed by law, and with all proper and sufficient approaches, bridges, culverts, roads, fences, gates, sidings, junctions, stations, goods sheds, engine sheds, water supply, signals, level crossings, telegraph, and all other proper and reasonable works and conveniences, so that

the Highworth Railway shall be executed and completed in every respect consistently with the principles of a light railway to the reasonable satisfaction of the engineer for the time being of the Great Western Company, but under the direction of the engineer for the time being of the Highworth Company, and so that such railway shall be completed and opened for traffic at the latest by the time limited by Parliament for the construction of the said railway, and the weight of the rails and the size and quality of the sleepers shall before they are used be subject to the approval of the said engineer of the Great Western Company; and in case of disagreement or difference of opinion or dispute from time to time, either before or during the construction of the said railway, or at any time within twelve months after the completion thereof, between the engineers of the said two Companies, or between the said two Companies, as to the due performance of this article, the disagreement, difference, or dispute shall be referred to and determined by a competent and impartial civil engineer, to be agreed on between them, or, failing their agreement, to be on their or either of their application named for the purpose by the president for the time being of the Institution of Civil Engineers, and the decision of such engineer shall be final and binding on the Highworth Company and the Great Western Company.

3. The Highworth Company will, to the reasonable satisfaction of the engineer for the time being of the Great Western Company, maintain the said Highworth Railway and works, including the permanent way, in good and sufficient repair for twelve calendar months after the opening of the said railway for public traffic, and the contract or contracts for the execution of the works shall contain the usual stipulations for the maintenance aforesaid, including the permanent way, for twelve calendar months after such opening of the Highworth Railway for traffic, and in case of default it shall be lawful for the Great Western Company to maintain and repair the said railway and works and permanent way, and to deduct the cost of such maintenance and repairs from the amount payable to the Highworth Company as herein-after provided for.

4. If and whenever, after the opening of the railway for public traffic, any additional sidings or other works and conveniences are found requisite for the safe or convenient working of the Highworth Railway, or for the reception, accommodation, conveyance, or delivery of traffic thereon, or for compliance with the requirements of any Act of Parliament, or the obligation of any contract binding on the Highworth Company, the same shall, at the request of the Great Western Company, be provided by and at the expense of the Highworth Company, and they will provide and complete the same to the reasonable satisfaction of the Great Western Company, and the same when completed shall, for the purpose of this agreement, be deemed to be part of the Highworth Railway; and if any difference shall arise between the Great Western Company and the Highworth Company as to the necessity of any such additional works or conveniences, or as to the nature and extent of such additional works or conveniences (if any), every such difference shall be referred to and determined by the president for the time being of the Institute of Civil Engineers, or by an engineer to be

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appointed by him: Provided always, that the Highworth Company shall not be bound to make or incur, for the purposes of this agreement, any expenditure or liability exceeding in the whole the amount of the money applicable in that behalf which they are from time to time authorised to raise by shares and by borrowing respectively.

5. When the Highworth Railway shall have been approved of by the Inspector of the Board of Trade and the engineer for the time being of the Great Western Company respectively, and during the continuance of this agreement, the Great Western Company shall work the same as part of the Great Western system of railways, and convey traffic thereon in a proper, safe, and convenient manner, and so as fairly to develope the traffic of the district to be served by the railway and the traffic for which it is to be used, and from time to time will run proper and sufficient trains thereover and thereon, and so far as necessary and practicable, in convenient connexion with trains on the Great Western Railway, and upon the terms and conditions following; that is to say:

6. The Great Western Company shall, after deducting Government duty on passengers, retain out of the gross receipts arising from all traffic carried on the said Highworth Railway sixty per centum thereof, which shall belong to them and shall cover all their expenses of and incidental to the management, maintenance, repair, working, and user by them of the railway, and shall pay to the Highworth Company to and for their own use and benefit the other forty per centum thereof (herein-after called the Highworth per-centage), such payment to be made on the fifteenth day of September and the fifteenth day of March in every year as for the half-years ending respectively the thirtieth day of June and the thirty-first day of December in each year, the first payment to be made on such of the said days as shall happen next after the opening of the said Highworth Railway, and in the case of traffic arising on the Great Western Company's line for stations on the Highworth Railway, and vice versâ, such traffic shall be booked through and the rate charged divided according to the respective mileage over which it travels on each Company's line, after deducting, however, Government duty on passengers, paid-ons, and terminal charges, in the case of all traffic on which such charges are usually made according to the rules of the clearing-house.

7. When and so soon as the Highworth Company pay, or are in a position to pay, a dividend at the rate of five pounds per centum per annum on their ordinary share capital, not exceeding twenty-one thousand pounds, the Highworth Company shall pay to the Great Western Company such rent and other payment for the accommodation and services afforded to the traffic of the Highworth Company booked or invoiced to or from Swindon on and over the Great Western Railway, between the junction of the Highworth Railway with that railway and the Swindon station, and also in that station, as shall be agreed upon between the Highworth Company and the Great Western Company, or, failing agreement, as shall be determined by arbitration in the manner herein-after provided: Provided always, that such rent and other payments shall be made so as not in any one year to reduce the dividends on the said

ordinary share capital below for that year five pounds per centum; and if in any year the surplus over the payment of five pounds per centum on the said ordinary share capital is not sufficient to pay the said rent and other payments in full, such surplus shall be applied, so far as it will extend, towards the payment of such rent and other payments as aforesaid, and shall be received by the Great Western Company in full satisfaction of such rent and other payments for that year.

8. The Highworth Company shall apply the Highworth per-centage as follows:

First. In payment of the tithes or rentcharges, rates, or taxes (if any), the property or income tax which have been or may be payable for the current period by the Highworth Company, and, when payable, the rent to be paid for the user of the Swindon station, and the other payments to be made to the Great Western Company for the accommodation and services afforded to the aforesaid traffic of the Highworth Railway on and over the Great Western Railway between the junction of Highworth Railway with that railway and the Swindon station, and also in that station:

Secondly. In payment of the remuneration of their directors and auditors, and the salary of their secretary and officers (if any), and their office expenses, but not exceeding in the whole 150*l.* a year:

Thirdly. In payment of a sum not exceeding 5*l.* per centum per annum on the Highworth debenture debt, such debenture debt not exceeding in amount 7,000*l.*:

Fourthly. In payment of all other necessary expenses and dividends on the Highworth paid-up capital not exceeding 21,000*l.*

9. If and whenever the Highworth per-centage, together with all other moneys of the Highworth Company applicable for dividend, after deducting therefrom the payments provided for in the first, second, and third sub-sections of the last preceding article, proves insufficient to make up an amount equal to a dividend at the rate of 6*l.* per centum per annum on the paid-up capital of the Highworth Company, the Great Western Company, in order to make up the deficiency in such amount, shall allow to the Highworth Company as a rebate 5*l.* per centum of the gross amount of all the tolls, fares, rates, and charges from time to time receivable by the Great Western Company (less Government duty on passengers, paid-ons, and terminals) in respect of their railways from all traffic arising on or passing over the Great Western Company's line for stations on the Highworth Railway, and vice versâ, and shall pay the same to the Highworth Company at the times mentioned in the last preceding paragraph.

10. Provided that there shall be actually paid to the Highworth Company such part only of the rebate as is from time to time requisite for making up the deficiency in the amount equal to a dividend on the Highworth ordinary share capital to six per centum as aforesaid, and if and whenever the whole of the rebate and mileage proportion is not required for that purpose, then so much thereof as is not required shall belong to the Great Western Company.

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11. In case an interval of less than half a year shall elapse between the opening of the Highworth Railway for public traffic and the thirtieth day of June or the thirty-first day of December, as the case may be, next following, the provisions of the last three preceding articles shall apply, mutatis mutandis, to such shorter period.

12. The gross amount referred to in Article 6 shall comprise all the gross tolls, fares, rates, and charges, including the usual clearing-house station to station terminals, receivable in respect of all local traffic, and a full mileage proportion of all the gross tolls, fares, rates, and charges receivable in respect of all through traffic (after the deduction of all clearing-house station to station terminals), including all terminals on traffic arising at or terminating at stations upon the Highworth Railway, the Swindon station being considered a station on the Highworth Railway in respect of traffic passing over the railway, but not including in any case paid-ons and moneys received or receivable and actually paid or expended for the collection, cartage, and delivery of goods and traffic of every description to or from any terminus or station of the Great Western Railway or of the Highworth Railway, the whole extent of which, together with the Government duty on passengers, the Great Western Company shall be entitled to deduct and retain prior to any division, and the Highworth per centage referred to in Article 6 shall include forty per centum of such gross amount.

13. The Great Western Company shall work the Highworth Railway at their own expense on the same being approved as provided for in Article (5), and constructed in pursuance of Article (2), and shall also at their own expense keep the said railway, and the works and appurtenances thereof, from and after the expiration of the first twelve calendar months from the opening of the railway, in substantial repair and in good working order and condition, and shall pay the rates and taxes, whether parliamentary, parochial, or otherwise, except property or income tax, and the Highworth Company shall pay all rentcharges, tithes, or rentcharges in lieu of tithes, and the property or income tax.

14. The Great Western Company shall afford to the Highworth Company all reasonable assistance to make all Government and other returns relating to the line and works which the Highworth Company shall by law be liable to make, and shall conform to all regulations which the Highworth Company shall be liable by law to conform to so far as respects the working of the Highworth Railway.

15. The Great Western Company shall indemnify the Highworth Company against any breach by the Great Western Company of the provisions of any Act or Acts of Parliament which may relate to the Highworth Company or the Highworth Railway, so far as the requirements thereof are to be performed by the Great Western Company, or the covenants in this agreement, or other documents executed for the purpose of carrying out the same, so far as to be performed by them the said Great Western Company, and shall also indemnify the Highworth Company from all claims for accidents, and from compensation for injury or damage to passengers or goods arising therefrom, except such accidents as may within twelve calendar months from the opening for public

traffic of the line arise from any original defective construction in or from any incompleteness in the construction or in the maintenance of the line or of any of the works.

16. The Great Western Company shall have the sole and exclusive right of conducting, managing, regulating, and carrying on the whole of the traffic, and the collection and delivery of such traffic, as well in relation to the conveyance or passing of passengers and of goods and other things as to the running or letting for hire of locomotive engines, carriages, and trucks over, along, and upon the Highworth Railway, and every or any part thereof, and the like right of fixing, altering, and from time to time regulating the tolls, rates, and charges to be levied in respect of such traffic, which tolls, rates, and charges nevertheless shall never exceed the maximum tolls, rates, and charges authorised for the time being by Parliament in respect of such traffic.

17. The Highworth Company will not, during the continuance of this agreement, act as carriers on the Highworth Railway, or any part thereof, and they will abstain from doing or concurring in anything which might directly or indirectly interrupt, impede, interfere with, or in any way disturb the exercise or quiet enjoyment by the Great Western Company of any of the rights, powers, and privileges intended to be secured to them by this agreement.

18. Each of the Companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement, which accounts and vouchers shall be open at reasonable times for the inspection and transcription of the directors and agents of the Companies respectively, and the Companies respectively will afford to each other all proper and sufficient facilities for such inspection and transcription.

19. With respect to all through traffic, the accounts of the tolls, fares, rates, and charges for the same shall be so kept as that an equal mileage proportion thereof, including terminals, shall be attributed to the Highworth Railway and the several railways from time to time worked or used by the Great Western Company respectively, so as to show clearly the fairness of the apportionment.

20. Each of the Companies will, within twenty-eight days after the thirtieth day of June and the thirty-first day of December in every year transmit to the other an accurate abstract of such of the accounts as are from time to time necessary to be shewn for any of the purposes of this agreement.

21. If and whenever either of the Companies, within forty days after the transmission to them of any abstract of accounts, requires the other Company to verify the same they will do so, and the abstract of accounts shall, if necessary, be made correct, and shall thenceforth be deemed a settled account, or if they permit the forty days to pass without requiring the verification of the abstract of accounts, the same shall thereupon be deemed a settled account, and no account once settled shall be re-opened.

22. Every notice, request, account, or other writing to be given by either of the Companies to the other of them, for any of the purposes of this agreement, shall be sufficient if it be signed by the secretary of the Company giving the notice or be left for them at, as regards the Highworth Company, their principal

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office, or such other place as they shall from time to time give notice in writing of to the Great Western Company, or, as regards the Great Western Company, their principal office at Paddington, or such other place as they shall from time to time give notice in writing of to the Highworth Company.

23. If the said Bill shall pass into law, these presents shall be executed by the seal of the Highworth Company within three months after the passing of the Act, and upon such execution all further liability under this agreement on the part of the promoters, except as shareholders, shall wholly cease and come to an end, and these presents shall thenceforward enure and be carried into effect as if they had been entered into between the Great Western Company and the Highworth Company.

24. This agreement to be subject to the approval of Parliament, and this agreement or the agreement under the seal of the Highworth Company to be subject to the approval of the proprietors of the Great Western Company at a general meeting of the Company specially convened for the purpose, and the majority at such meeting to approve of the agreement shall be three fifths of the votes of the proprietors present in person or by proxy at such meeting, and, subject to such approval, this agreement shall be in perpetuity.

25. This agreement shall be subject to such alterations as Parliament may think fit to make therein, but if any material alteration shall be made in it during the progress through Parliament of the Bill to which it may be scheduled, it shall be competent to any of the parties hereto to withdraw the same.

26. All matters, questions, and differences (except herein otherwise specifically provided for) between the Highworth Company and the Great Western Company from time to time arising with reference to the construction, effects, incidents, or consequences of this agreement, or in or with reference to any of the subject matters thereof, or in or with reference to any act, deed, matter, or thing from time to time made, done, executed, assented to, or suffered, or omitted to be made, done, executed, assented to, or suffered in pursuance of this agreement, shall be and are respectively by this agreement submitted and referred by the Companies respectively to the arbitration of the person who from time to time is the single arbitrator for the purpose of this agreement.

27. So far as is requisite for full effect being given to this agreement, the last preceding article shall have effect as an agreement in pursuance of "The Railway Companies Arbitration Act, 1859," for a reference by the Companies and each of them respectively to the arbitration of any single arbitrator.

28. A person whom the Companies shall, by writing under the hands of their respective chairmen, from time to time name in that behalf, or in case of their failing so to name an arbitrator within ten days after either of the two Companies is thereunto requested by the other Company, then a competent and impartial person to be on their or either of their application named by the Board of Trade, shall from time to time be the single arbitrator for the purposes of this agreement, but the appointment of the said arbitrator shall not at any time be for a longer period than one year.

In witness whereof the parties hereto of the first part have hereunto set their hands and affixed their seals respectively, and the Great Western Railway Company have hereunto affixed their common seal the day and year first above written. A.D. 1875.

Signed, sealed, and delivered by the above-named Ambrose Denis Hussey-Freke, Thomas Hulbert, and Ambrose Willis, in the presence of

HENRY KINNEIR,
Solicitor, Swindon.

AMBROSE DENIS HUSSEY-FREKE. (L.S.)
THOMAS HULBERT. (L.S.)
AMBROSE WILLIS. (L.S.)

G. COTTMAN,
Assist. Secy.

Seal of the Great Western Railway Company.

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