ANNO DECIMO QUINTO & DECIMO SEXTO

# VICTORIÆ REGINÆ.

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expedient that the compulsory Powers for the Purchase of Lands granted by the said Act should be revived, and extended for a further Period, and that further Time should be granted for the Completion of the Undertaking: And whereas Articles of Agreement bearing Date the Twenty-second Day of *February* in the Year of our Lord One thousand eight hundred and forty-seven were entered into between the Directors of the said *Wycombe* Railway Company and the Directors of the *Great Western and Uxbridge* Railway Company, established and incorporated by "The *Great Western and Uxbridge* Railway Act, 1846," of the One Part, and the Directors of the *Great Western* Railway Company of the other Part, which Agreement was confirmed by the Proprietors in the said Three Companies respectively, specially convened for the Purpose, and it was thereby agreed, subject to the Approval of Parliament, that the *Great Western* Railway Company should become the Purchaser of the Undertakings belonging to the *Wycombe* Railway Company and the *Great Western and Uxbridge* Railway Company, for the Consideration and subject to the Conditions in the said Agreement specified: And whereas, for giving effect to such Agreement, it was enacted by "The *Great Western* Railway Amendment and Extensions Act, 1847," that it should be lawful for the said *Wycombe* Railway Company and for the said *Great Western and Uxbridge* Railway Company, or either of them, at any Time, either before or after the Execution of the Works severally authorized by the Acts relating to their respective Undertakings, to sell to the *Great Western* Railway Company, and for the last-mentioned Company to purchase and take, the said *Wycombe* Railway and the said *Great Western and Uxbridge* Railway respectively, or either of them, and all and every the Lands, Houses, Works, and Conveniences and other Property whatsoever of the said *Wycombe* Railway Company and *Great Western and Uxbridge* Railway Company respectively, at or for such Price or Prices, Sum or Sums, and upon or subject to such Terms and Conditions as might be mutually agreed upon between the said *Great Western* Railway Company and the said Two Companies respectively, or either of them; and the said Agreement was confirmed: And whereas the intended Undertaking of the said *Great Western and Uxbridge* Railway Company has not been carried into execution, and the Powers of that Company have ceased to exist: And whereas by Articles of Agreement bearing Date the Twenty-second Day of *April* One thousand eight hundred and fifty-two, between the *Wycombe* Railway Company and the *Great Western* Railway Company, a new Agreement was entered into between the said last-mentioned Companies for a Lease of the Undertaking of the *Wycombe* Railway Company to the *Great Western* Railway Company, for an annual Rent amounting in the aggregate to Three thousand six hundred Pounds, and on such other

other Terms and subject to such other Conditions as in such last-mentioned Agreement are specified; and it is expedient that such last-mentioned Agreement should be confirmed: And whereas it is expedient that certain Alterations should be made in the Constitution, Capital, and Shares of the said Company, that Provision should be made for the Disposal of Shares in the said Company in respect of which Calls may be in arrear or which may have been declared forfeited, and for the Surrender of Shares, and that further Powers should be given to the said Company: And whereas these several Objects and Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Consent and Advice of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, as follows:

Certain Provisions of former Act extended to this Act.

I. That all the Provisions, Matters, and Things contained in the said "*Wycombe* Railway Act, 1846," except so far as the same are herein expressly repealed or altered, shall extend to this Act and to the several Purposes thereof, as fully and effectually as if the same Provisions, Matters, and Things had been repealed and re-enacted by this Act.

Short Title.

II. That in citing this Act in other Acts of Parliament and in legal Instruments it shall be sufficient to use the Expression "The *Wycombe* Railway Amendment Act, 1852."

Interpretation of Terms.

III. That the Expression "the Company" in this Act shall mean the *Wycombe* Railway Company, and the Expression "the Railway" in this Act shall mean the *Wycombe* Railway.

Power to reduce Capital and to alter Number and Amount of Shares.

IV. That it shall be lawful for the Company, by and with the Consent and Approbation of Three Fifths of the Shareholders present, in Person or by Proxy, at a General Meeting specially convened or made special for such Purpose, with due Notice thereof, to reduce the Amount of the Share Capital of the Company, as declared by the first-recited Act, to the Sum of One hundred thousand Pounds; and in case of such Reduction of the Capital it shall be further lawful for the Company at such Meeting, by and with the like Consent and Approbation, to alter, vary, and proportionably to reduce the Number of Shares into which the Capital shall be divided, and the Amount of each Share or either of them, and also to authorize the Directors to accept from Shareholders who shall be willing to surrender their Shares or any of them such Surrenders, on such Terms as may be agreed between such Shareholders and the Directors, for the Purpose of having the Shares so surrendered cancelled as herein-after provided;

vided; provided also, that in case of such Reduction of the Capital of the Company it shall not be lawful for the Company to borrow on Mortgage or Bond any greater Sum in the whole than Thirty-three thousand six hundred Pounds, and no Part of such Sum shall be borrowed until the whole of such reduced Capital shall have been subscribed for, and One Half thereof actually paid up, anything to the contrary in the said first-recited Act notwithstanding.

Power to grant a Preference on unissued Shares.

V. That it shall be lawful for the Company, by and with the like Consent and Approbation as is herein-before provided, to attach to all or any of the Shares not yet issued, and previous to the Issue of the same, such Privileges, Rights, and Advantages in all respects, whether of Priority or Preference in Payment of Dividend or otherwise, as the Company may, with such Consent and Approbation, think fit and determine: Provided always, that no such Priority or Preference in Payment shall exceed Four Pounds *per Centum per Annum*.

Forfeited Shares may be cancelled, with Consent of Proprietors.

VI. That when any Share shall have been or shall be declared forfeited, it shall be lawful for the Company, on confirming such Forfeiture, and with the Consent in Writing of the Person who at the Time of such Declaration of Forfeiture was the registered Proprietor thereof, to resolve and direct that the same, instead of being sold, shall be cancelled, and upon the passing of such Resolution such Share shall be *ipso facto* cancelled, and all Rights and Liabilities upon or in respect of such Share shall be thenceforth absolutely extinguished.

Saving existing Preference Shares.

VII. Provided always, That any Preference or Priority in the Payment of Interest or Dividend which may be granted in respect of any new Shares or Stock in pursuance of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been granted by the Company by or in pursuance of or which may have been confirmed by this Act, or by any Act of Parliament passed prior to the passing of this Act, or which may otherwise be lawfully subsisting.

Company may issue new Shares in lieu of Shares cancelled.

VIII. That in lieu and instead of any Share which shall be cancelled as aforesaid it shall be lawful for the Company from Time to Time, and with the like Consent and Approbation as aforesaid, to create and issue such new Shares, of such Amount, and with such Guarantee or Right to a preferential or fixed Dividend not exceeding Four Pounds *per Centum per Annum*, and generally upon such Terms and Conditions as may by the Resolution authorizing such Issue be determined; provided that the Company shall not by the Issue of new Shares as aforesaid increase their Share Capital beyond the

the Amount of One hundred thousand Pounds; provided also, that the Shares to which any such preferential or fixed Dividend shall be attached shall not exceed in nominal Value or Amount Fifty thousand Pounds; provided also, that the Capital to be raised by the Issue of such new Shares shall be applied to the Purposes of the said Undertaking.

As to Dividend on new Shares.

IX. That it shall also be lawful for the Company, with the like Consent and Approbation as aforesaid, in case they shall determine to create and issue such new Shares as aforesaid with a preferential or fixed Dividend attached thereto, to appropriate to the Payment of such preferential or fixed Dividends (after and subject to the Payment of any Rentcharges granted by the said Company in lieu of the Payment of a gross Sum for the Purchase of Land, and Interest on Monies borrowed on Mortgage or Bond,) so much of the annual Rent or Payment to be received from the *Great Western* Railway Company as may be sufficient or required for that Purpose, and from Time to Time, out of such annual Rent or Payment, to pay such preferential or fixed Dividend as the same may accrue and become payable.

Power to agree for the Surrender of Shares.

X. That in case the Directors shall be authorized, by Resolution of such Meeting as aforesaid, to accept Surrenders of Shares for the Purpose of being cancelled, it shall be lawful for the Directors thereupon to agree with any Shareholder for the Surrender of the whole or any of his Shares to the Company, and to accept such Surrender accordingly, (and such Surrender may be made by a Memorandum in Writing signed by the Party surrendering,) and upon such Surrender being delivered and accepted the Shares so surrendered shall be *ipso facto* cancelled, and the Word "cancelled" written opposite to such Shares in the Register shall be sufficient Evidence of such Cancelment; and no Proceeding shall be had or prosecuted against such Shareholder in respect of the Shares so cancelled, and all Rights and Liabilities upon or in respect thereof shall be thenceforth absolutely extinguished.

Power for compulsory Purchase of Lands limited.

XI. That the Thirty-first Section of the "*Wycombe* Railway Act, 1846," shall be and the same is hereby repealed; and instead thereof it is hereby declared and enacted, that the Powers of the Company for the compulsory Purchase of Lands for the Purposes of the said "*Wycombe* Railway Act, 1846," may be exercised until and shall not be exercised after the Expiration of One Year from the passing of this Act.

Not to take Lands of H. M. Musgrave without Consent.

XII. That it shall not be lawful for the Company to enter upon or take certain Lands belonging to *Henry Musgrave Musgrave* Esquire,

Esquire, and numbered 104, 105, 106, 107, and 108 respectively, in the Parish of *Chipping Wycombe* in the County of *Buckingham*, on the original deposited Plans of the *Wycombe* Railway, without the Consent of the said *Henry Musgrave Musgrave*, his Heirs or Assigns, being first had and obtained.

Period for Completion of Works.

XIII. That the Thirty-second Section of the "*Wycombe* Railway Act, 1846," shall be and the same is hereby repealed, and instead thereof it is hereby declared and enacted, that the said Railway and Works shall be completed within Two Years from the passing of this Act, and on the Expiration of such Period all the Powers by this or any other Act granted to the *Wycombe* Railway Company for executing the Railway or otherwise in relation thereto shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Parties aggrieved by Extension of Time may have Compensation for additional Damage.

XIV. That the Justices, Arbitrators, Umpires, or Jurors respectively, as the Case may be, who, under the Provisions of the said first-recited Act or this Act, shall award or assess the Compensation to be made by the Company to the Owners or Occupiers of or other Persons interested in any Lands which shall be taken or used for the Purposes of the Railway or Works by the firstly-recited Act or this Act authorized, or which may be injuriously affected by the Construction thereof, shall, in estimating the Amount of such Compensation, have regard to and assess Compensation for the additional Damage (if any) sustained by such Owners, Occupiers, or other Persons by reason of the Extension of Time hereby granted.

Existing Contracts and Notices to take Lands not to be affected.

XV. That nothing herein contained shall in anywise prejudice or affect any Contract entered into or Notice given by the Company before the passing of this Act for purchasing, taking, or using any Lands which under the firstly-recited Act the Company is entitled to purchase, take, or use, but every such Contract and Notice respectively shall be construed and shall take effect, and the same Proceedings may be had thereunder, and all Parties thereto shall be entitled to the same Rights and Remedies in respect thereof, both at Law and in Equity, as if this Act had not been passed.

Specifying Road to be crossed on a Level.

XVI. That, subject to the Provisions in the "Railways Clauses Consolidation Act, 1845," contained, with reference to the crossing of Roads on the Level, it shall be lawful for the Company to carry the said Railway across and on the Level of the public Carriage Road delineated on the Plans deposited as in the "*Wycombe* Railway Act, 1846," mentioned, and numbered thereon 47 in the Parish of *Cookham*.

XVII. That

Company to erect a Station or Lodge at the Points of crossing, and to abide by Rules, &c. of the Board of Trade.

XVII. That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Point where the said Railway crosses the said Road on the Level; and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations, herein-after called the Board of Trade; and if the Company shall fail to erect or shall not at all Times maintain such Station or Lodge, or shall not appoint a proper Person to watch or superintend the Crossing at such Point or Station, or shall fail to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Five Pounds, and also to a daily Penalty of Five Pounds for every Day such Offence shall continue after such Penalty of Five Pounds shall have been incurred.

Board of Trade may require a Bridge instead of level crossing.

XVIII. That the Board of Trade may, if it shall appear to them to be necessary for the Public Safety, at any Time before or after the said Railway shall have been completed or opened for public Traffic, require the Company, within such Time as they shall direct, and at the Expense of the Company, to carry the before-mentioned Road either under or over the said Railway by means of a Bridge or Arch, in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case shall appear to the Board of Trade best adapted for removing or diminishing the Danger arising from such level Crossing.

Agreement dated 22d April 1852 to be binding.

XIX. That the said Agreement bearing Date the Twenty-second Day of *April* One thousand eight hundred and fifty-two, and any Lease which may be granted and made in pursuance thereof and in conformity therewith, shall be binding upon the *Wycombe* Railway Company and upon the *Great Western* Company; and all other Agreements and Arrangements which at the Time of making such Agreement were subsisting between the said Two Companies in relation to the Sale, Lease, or working of the *Wycombe* Railway by the *Great Western* Company shall be deemed to be determined and put an end to; provided that it shall be lawful for the said Companies, from Time to Time, with the Consent and Approbation of Three Fifths at the least of the Proprietors of such Companies respectively present, personally or by Proxy, at a Meeting of each of such Companies especially convened for the Purpose, to make such Alterations in the Terms, Conditions, and Covenants contained in the said Agreement, or in any Lease to be granted and made in pursuance thereof, as may be mutually agreed upon, and as may be

be approved by the Board of Trade: Provided always, that a Lease of the *Wycombe* Railway or any Part thereof shall not be granted under the said Agreement until it be shown to the Satisfaction of the Board of Trade that One Half of the Share Capital for the Time being of the *Wycombe* Railway Company has been raised and expended on the *Wycombe* Railway, and that One Half of the Share Capital of the *Great Western* Railway Company has been raised and expended upon the Undertaking of the *Great Western* Railway Company.

Act not to revive Liabilities of former Shareholders.

XX. Provided always, That nothing in this Act contained shall be deemed or taken to revive the Liabilities of or to render liable as a Shareholder any Person who may have been at any Time heretofore a Shareholder in the Company, but who is not now on the Register of Shareholders of the Company.

Great Western Railway Company to hold certain Shares in the Wycombe Railway Company.

XXI. That it shall be lawful for the *Great Western* Railway Company to subscribe for and hold in their own Name, or in the Names of Trustees to be nominated by them for that Purpose, Shares in the said *Wycombe* Railway Company; and all Shares so held by the *Great Western* Railway Company shall and may be transferred and disposed of in like Manner as any other Shares in the said *Wycombe* Railway Company; and such Shares, and the Proceeds thereof, if and when sold and disposed of, shall be deemed to be Part of the Capital of the *Great Western* Railway Company, and the Dividends thereon, so long as the same shall remain the Property of the *Great Western* Railway Company, shall be deemed to be Part of the ordinary Revenue of the said Company.

Power to enter into working Agreement with Great Western Railway Company.

XXII. That it shall be lawful for the *Wycombe* Railway Company and the *Great Western* Railway Company respectively to enter into and carry into effect any Contracts or Agreements with reference to the Construction, Maintenance, Use, or Working of the Undertaking of the *Wycombe* Railway Company or any Part thereof; and for such Purposes, or any of them, it shall be lawful for the *Great Western* Railway Company to guarantee any fixed or other Payment or Rent to the *Wycombe* Railway Company, or to any other Persons; but such Guarantee shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any Shares or Stock which may have been granted by the *Great Western* Railway Company by or in pursuance of or which may have been confirmed by any Act of Parliament passed prior to the passing of this Act, or which may be otherwise lawfully subsisting.

Deposit for future Bills not to be

XXIII. That the Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised for

for the Purposes of such Act or Acts, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament for the Time being in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any Railway or to execute any other Work or Undertaking. paid out of Company's Capital.

XXIV. That the Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of Shares held by him in the Capital of the Company: Provided always, that nothing herein-before contained shall prevent the Company from paying to any Shareholder such Interest or Dividend on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in the "Companies Clauses Consolidation Act, 1845," in that Behalf contained. Interest or Dividend on Calls not to be paid out of Capital.

XXV. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways*; and another Act was passed in the Fourth Year of the Reign of Her Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and Two other Acts were passed in the Session of Parliament holden in the Ninth and Tenth Years of the Reign of Her Majesty, the one intituled *An Act for regulating the Gauge of Railways*, and the other intituled *An Act for constituting Commissioners of Railways*; and another Act was passed in the Fifteenth Year of the same Reign, intituled *An Act to repeal the Act for constituting the Commissioners of Railways*: Be it enacted, That anything in this Act contained shall not be held to exempt the Railway or the Company from the Provisions of such several Acts respectively, but such Provisions shall be in force in respect to the Railway and the Company, so far as the same are applicable thereto. Railway to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. cc. 57. 105., and 14 & 15 Vict. c. 64.

XXVI. That anything herein contained shall not be deemed or construed to exempt the Railway by the recited Acts authorized to be made from the Provisions of any General Act relating to such Acts, Railway not exempt from Provisions of future General Acts.

Acts, or of any General Act relating to Railways or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this or the recited Acts.

Expenses of Act.

XXVII. That all the Costs, Charges, and Expenses of preparing, obtaining, and passing this Act, or in anywise relating thereto, shall be borne and paid by the *Wycombe* Railway Company.

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