ANNO QUADRAGESIMO PRIMO ET QUADRAGESIMO SECUNDO

VICTORIÆ REGINÆ.
A.D. 1878.

Private Act.

An Act to authorise the construction, maintenance, and working of a Railway in and between the Townships of the Grange and Woodville, and places in the neighborhood thereof; and for other purposes.

[Assented to, 30th November, 1878.]

WHEREAS the construction, maintenance, and working of a railway in and between the Townships of the Grange and Woodville, and places in the neighborhood thereof, would be of great local and public advantage: And whereas a Joint Stock Company has lately been formed, registered, limited, and incorporated under “The Companies Act, 1864,” by the name of “Grange and Military Road Railway Company, Limited,” with the objects, amongst others, of constructing, maintaining, and working at its own expense, such a railway as is hereinbefore referred to, and of obtaining an Act of the Parliament of South Australia for enabling the company to carry out its objects: And whereas a plan of the proposed railway, showing the lines and levels thereof, and the lands required for the purposes thereof, together with a book of reference, containing the names of the owners or occupiers, or reputed owners or occupiers, was deposited in the office of the Surveyor-General at Adelaide, on the twenty-sixth day of September, one thousand eight hundred and seventy-eight: And whereas the authority of Parliament is requisite to enable the company to construct, maintain, and work the said railway, and it is therefore desirable to confer on the company all rights, powers, privileges, and immunities, necessary or convenient for the construction, maintenance, and working of such railway—Be it therefore Enacted by the Governor of the Province of South Australia,
Australia, with the advice and consent of the Legislative Council and House of Assembly of the said province, in this present Parliament assembled, as follows:

1. This Act may be cited for all purposes as "Grange and Military Road Railway Act."

2. Except so far as the same shall be inconsistent with this Act, there shall be incorporated with this Act "The Lands Clauses Consolidation Act," the Act No. 26 of 1855-6, intituled "An Act to Amend the Lands Clauses Consolidation Act," and "The Railways Clauses Consolidation Act" as at present amended.

3. In the construction of this Act, unless there shall be something in the subject matter or context repugnant to such meanings,

The meanings which have been assigned by "The Lands Clauses Consolidation Act," and "The Railways Clauses Consolidation Act," to certain words and expressions, shall be attributed to such words and expressions:

The expression "the company" shall mean Grange and Military Road Railway Company, Limited:

The expression "the railway," shall mean the railway by this Act authorised, or any part thereof, including the branches thereof:

The expression "the deposited plan," shall mean the plan of the railway and the book of reference thereto hereinbefore referred to:

Where there shall be anything in the subject matter or context repugnant to the above meanings, such meanings shall be attributed to the above expressions as shall best enable the company to carry out the objects and purposes of this Act.

CONSTRUCTION.

4. The company may form, lay down, construct, maintain, and work on the lines and levels shown in the deposited plan, the railway hereinafter described, or such portions thereof as the company may think expedient, together with all proper rails, plates, works, sidings, junctions, stations, approaches, and conveniences connected therewith; and may enter upon, purchase, take, acquire, and use such of the lands delineated and described in the deposited plan, as they may require for such purposes.

5. The railway herein referred to and authorised by this Act, is as follows—

A main line about three miles and a half in length, commencing at a point on the Adelaide City and Port Railway, situate a little to the north-west of the Woodville Railway Station, and
and running to a point in Terminus-street, in the township of the Grange, situate at or near the intersection of Terminus-street and the Military-road:

A branch, No. 1, about two miles in length, commencing at a point on the main line situate on section 418, in the Hundred of Yatala, and running to a point on section 929, in the same Hundred, situate at or near the river boundary thereof:

A branch, No. 2, connecting the main line with the Port Adelaide and Suburban Tramway by way of the Port-road.

6. The gauge of the railway shall be five feet three inches, and the rails to be used in the construction thereof shall be of iron or steel, and of the weight of not less than forty pounds to the yard; but in lieu of branch No. 2 being a railway, the company may construct, maintain, and work a tramway, in all respects similar to the tramways authorised by "Port Adelaide and Suburban Tramway Act, 1877," and subject to all the provisions of the said Act.

7. The company, in the construction of the railway, may carry the same on the level along or across, as the case may require, the several roads shown in the deposited plan; and the rails of every portion of the railways which pass across or along any public road, shall be laid and maintained in such a manner that the top of the rail shall not rise higher than the level of the road, and so as not to interfere with the traffic passing across such rails; but it shall be lawful for the company to raise the level of any road, where it may be found necessary for the purposes of the railway, as shown on the deposited plan.

8. The railways shall be completed within three years from the passing of this Act, or within such further time from the end of such three years as the Governor, by Proclamation published in the Government Gazette, shall see fit to allow: and at the expiration of such three years, or further time, all the rights and privileges conferred on the company by this Act, except as regards such parts of the railway as shall then be completed, shall cease to be exercisable.

MAINTENANCE AND RATES.

9. The company shall at all times keep the railway in good repair and working order, and after the expiration of the period allowed for the construction thereof, the company shall provide trains in sufficient numbers to travel along the railway from end to end at least six times each way every day, unless prevented by circumstances for which they cannot reasonably be held responsible; and in case, after the opening of the railway, the working thereof shall be discontinued for six calendar months, the company shall forthwith remove the railway in any public road, and restore the road to its original condition, and, in default, such removal and restoration may be effected by the persons having the control or management of the road, and the costs of such removal and restora-
tion shall be payable to such persons by the company on demand, and, in addition, such person or persons may sell and dispose of the materials of the railway removed, and apply the proceeds in or towards payment of such costs.

10. The company shall be answerable for all accidents, damages, and injuries happening through the act or default of the company, or of any person in their employment, by reason or in consequence of any of the works of the company, and no train of the company shall travel at a greater rate than thirty miles per hour, or when crossing the Port-road, than six miles per hour.

11. In each year after the year one thousand eight hundred and eighty-one, such portion of the railway, and all buildings, works, and stations connected therewith, and belonging to the company, as shall be within the boundaries of any municipal corporation or district council, shall be liable to be assessed, for the purposes of declaring and levying all rates which from time to time may be declared upon rateable property, by virtue of any Municipal Corporations or District Councils Act, and the company shall pay all rates lawfully declared and levied on such assessment.

12. Except as mentioned in the preceding section neither the railway nor any building or works connected therewith, nor the carriages, engines, rolling-stock, or other things used in working the railway shall be liable to the payment of any municipal, district, or other rates whatsoever.

POWERS OF COMMISSIONER OF PUBLIC WORKS.

13. It shall be lawful for Her Majesty's Government, if it shall think fit, subject to the provisions hereinafter contained, at any time after the completion of the railways, and within a period of twenty years, to purchase the said railways, with all their hereditaments, stock, privileges, and appurtenances, in the name and on the behalf of Her Majesty, upon giving to the company six calendar months' previous notice, in writing, of such intention, and upon payment of a sum equal to not more than twenty years', or less than twelve years', purchase of the annual divisible profits, estimated on the average of the then next preceding five years: And if any dispute or difference shall arise between Her Majesty's Government and the company, or the Directors thereof, for the time being, as to the amount of purchase-money to be paid for the said railways, within the maximum and minimum sums last aforesaid, then and in any such case such difference or dispute shall be settled by arbitration in manner hereinafter contained: Provided, nevertheless, that in the event of Her Majesty's Government exercising such right of purchase as aforesaid within a period of five years from the completion of the said railways, the amount to be paid by Her Majesty's Government shall not be restricted within the twelve years' and twenty years' purchase of the divisible profits as last aforesaid: but the
the whole question of price, unless agreed upon, shall be referred to arbitration as hereinafter mentioned: And provided further, that if at any time after five years from the completion of the said railways Her Majesty's Government shall elect to purchase the said railways as aforesaid, and the company shall not have earned from the said railways a sum equal to Five Pounds per centum per annum upon the capital stock of the company, in addition to all debentures and loans made to the company for the then next preceding five years, the amount to be paid by Her Majesty's Government shall not be restricted within the twelve years' and twenty years' purchase of the divisible profits as aforesaid, but the whole question of price, unless agreed upon, shall be referred to arbitration as hereinafter mentioned: And with respect to arbitration hereinbefore referred to, two arbitrators shall be appointed by the Commissioner of Public Works and two arbitrators by the company, and all matters relating to such purchase shall be submitted to the decision of such arbitrators, and in all other respects such arbitration shall be conducted in accordance with and under and subject to “The Railways Clauses Consolidation Act,” with respect to the settlement of disputes by arbitration, provided that the Commissioner of Public Works shall not be compelled to complete the purchase if, one month at least before the making of the award, he shall give to the company written notice of his election not to complete, and thereupon the company may continue to work the railways, and the Commissioner of Public Works shall pay to the company the costs of and incidental to the reference and award.

14. The company and the Commissioner of Public Works may make and carry into effect all such arrangements as shall appear to the parties desirable, with reference to connecting and working the lines of both parties, or any part thereof, and granting either party running powers over any line and the use of any rolling-stock of the other party, and connecting the lines of both parties.

TOLLS AND CHARGES AND WORKING OF RAILWAY.

15. The company may demand and take from every passenger conveyed on the railway, for the use of the railway and carriages, and for motive power, and every other expense incidental to the conveyance of such passenger, any toll or charges not exceeding the sum of Twopence per mile, but so that for every passenger conveyed for a distance less than three miles, the company may demand and take tolls and charges as for three miles; and for every fraction of a mile beyond three miles, or beyond any greater integral number of miles, the company may demand and take tolls and charges for one mile.

16. The company may demand and take for all animals and goods carried on the railway, including tolls for the use of the railway and of carriages, wagons, and trucks, and for motive power, and every other expense incidental to such carriage (except a reasonable charge for loading and unloading such animals or goods, and for removal, delivery, and collection

Company and Commissioner may make arrangements as to granting running powers over any line, and use of rolling-stock of other party.

Tolls for passengers.

Scale of rates for animals and goods.
collection thereof, and for any other service incidental to the business or duty of a carrier, where any such service shall be performed by the company), any tolls or charges not exceeding the following—

For every horse, ass, mule, or any other beast of burthen, Sixpence per mile:

For every bull, ox, cow, or neat cattle, Sixpence per mile:

For every calf, sheep, lamb, goat, dog, pig, or other small animal, Twopence per mile:

For all other goods, One Shilling per ton per mile:

Provided, nevertheless, that with respect to small parcels, not exceeding in weight one hundred and twelve pounds each, and also with respect to single articles of great weight, the company may demand and take any tolls or charges not exceeding the following—

For every parcel not exceeding twenty-eight pounds in weight, One penny half-penny per mile:

For every parcel exceeding twenty-eight pounds, and not exceeding fifty-six pounds in weight, Twopence per mile:

For every parcel exceeding fifty-six pounds in weight, and not exceeding one hundred and twelve pounds in weight, Threepence per mile:

For every additional one hundred and twelve pounds weight of any article after the first one hundred and twelve pounds, and up to one ton, Threepence per mile:

Provided also, that articles sent in large aggregate quantities, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels; but the term "small parcel" shall apply only to single parcels in separate packages, and for the carriage of any single article the weight of which shall exceed one ton, the company may demand and take such tolls and charges as they may think fit.

17. The following provisions shall apply to the fixing of all tolls and charges payable under the preceding section—

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

For every fraction of a mile beyond three miles, or beyond any greater integral number of miles, the company may demand and take tolls and charges according 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:

For every fraction of a ton, except in the cases of small parcels and single articles mentioned in the said section, the company may demand and take tolls and charges according to the number
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:

The weight of all goods, except stone and timber, shall be determined according to the avoirdupois weight:

For determining the weight of stone fourteen cubic feet shall be deemed one ton in weight, and so on in proportion for any smaller quantity:

For determining the weight of timber not exceeding twenty feet in length the following shall be deemed one ton in weight—

Forty cubic feet of cedar logs or baulk timber:
Fifty cubic feet of deals or boards:
Five hundred palings five feet in length:
Four hundred palings six feet in length:
Thirty-five bundles of imported laths:
Thirty bundles of colonial laths.

18. The company may demand and take double the usual tolls and charges in respect of furniture, musical instruments, and other light goods measuring more than two-and-a-half cubic feet to one hundred pounds weight.

19. Every passenger travelling upon the railway may take with him his ordinary personal luggage without any charge being made for the carriage thereof, but so that the weight of such luggage shall not exceed twenty-eight pounds.

20. The company shall not be bound, unless they shall think fit, to carry animals or goods other than passengers' luggage not exceeding the weight mentioned in the preceding section.

21. The company shall not be bound to have a sufficient staff or appliances for loading or placing in or unloading from or taking out of their stations or trucks any animals or goods, but the person wishing to forward the same shall, if required by the company, at his own expense and risk have the same loaded or placed in the truck provided by the company, and shall also, if required by the company, undertake to have and have the said animals and goods unloaded from and taken out of such trucks and removed from the company's premises at his own expense and risk, and within a reasonable time after the arrival of the trucks at the place to which the company shall undertake to carry the said animals and goods.

22. The restrictions in this Act contained, as to the tolls and charges which the company may demand and take for the conveyance of passengers, shall not extend to any special train, but shall apply only to the ordinary trains appointed by the company from time to time for the conveyance of passengers.

23. Nothing
23 Nothing herein contained shall prevent the company from demanding and taking, by agreement with the owners or persons in charge of any animals or goods carried on the railway, any tolls or charges in excess of those hereinbefore limited, either by reason of any special services performed by the company in relation thereto or in respect to the conveyance by passenger trains of animals or goods.

24. The owners, consignors, or consignees of animals or goods carried on the railway shall remove the same from their place of destination within a reasonable time after their arrival, to be fixed by the company by by-law, and in default of such removal, such owners, consignors, or consignees shall be liable to pay to the company such reasonable charge until such removal as shall be fixed by the company by by-law.

25. A list of all the tolls and charges authorised by this Act to be taken, and which shall be demanded by the company, shall be exhibited in some conspicuous place in the inside of each of the carriages used by the company upon the railway.

26. The tolls and charges authorised by this Act to be taken, and which shall be demanded by the company, shall be paid to such persons and at such places upon or near the railways, and in such manner and under such regulations as the company shall, by notice to be annexed to the list of tolls, appoint.

27. If any person travelling, or having travelled in or on any carriage of the company, shall avoid, or attempt to avoid payment of his fare, or if any person, having paid his fare for a certain distance, shall proceed in or on any such carriage beyond such distance, and shall not pay his fare for the additional distance, or shall attempt to avoid payment thereof, or if any person shall refuse or neglect, on arriving at the point to which he has paid his fare, to quit such car, every such person shall for every such offence forfeit to the company a sum not exceeding Forty Shillings.

28. It shall be lawful for any officer or servant of the company, and all persons called by him to his assistance, to seize any person who shall be discovered to be committing any offence in the preceding section mentioned, whose name and residence shall be unknown to such officer or servant, and to detain such person until he can conveniently be taken before a justice, or until he be otherwise discharged by due course of law.

29. No person shall carry on the railways any aquafortis, oil of vitrol, gunpowder, or other goods which may be of a dangerous nature, and if any person shall carry such goods on the railway he shall forfeit to the company any sum not exceeding Twenty Pounds for every such offence, and it shall be lawful for any authorised servant of the company, or any constable or justice of the peace, to require any parcel that he may suspect to contain such goods to be opened in order to ascertain the fact.
BY-LAWS, NOTICES, AND PROCEDURE.

30. It shall be lawful for the company from time to time to make by-laws for preventing the commission of any nuisance in or upon any carriage, or on any of the premises of the company, and for regulating the travelling upon, or using and working of the railway, and the conduct of the officers and servants of the company, and generally for providing for the management of the affairs of the company, and carrying out the objects and purposes of this Act; and it shall also be lawful for the company from time to time to repeal or alter any such by-laws, but no by-law shall be repugnant to law.

31. Any person offending against any by-law of the company shall forfeit for every such offence any sum not exceeding Five Pounds to be imposed by the company in such by-laws as a penalty for every such offence, and if the infraction or non-observance of such by-laws be attended with danger or annoyance to the public, or hindrance to the company in the lawful use of the railway, it shall be lawful for the company summarily to interfere, to obviate, or remove such danger, annoyance, or hindrance, and that without prejudice to the penalty incurred by the offender.

32. A copy of all by-laws made by the company shall be sealed with the seal of the company and submitted for approval to the Governor, who, on being satisfied that the same are framed in conformity with law, and are reasonable and proper, may confirm the same by writing under his hand, and no by-laws made by the company shall have any force or effect until the expiration of fourteen days after a copy of such by-laws, and of the confirmation thereof by the Governor, shall have been published in the Government Gazette.

33. It shall be lawful for the Governor at any time to notify to the company his disallowance of any by-laws then in force, and the time at which the same shall cease to be in force, and no by-law which shall be so disallowed shall have any force or effect after the time fixed by the notice for such disallowance, saving in so far as any penalty may have been then already incurred under the same: Provided that a copy of such notice shall be published in the Government Gazette, and the time of disallowance fixed by such notice shall not be earlier than fourteen days after the date of the first publication of such notice.

34. The production of a copy of the Government Gazette containing any notice purporting to be a copy of any by-laws of the company, and of the confirmation thereof by the Governor, or of the disallowance by the Governor, of any by-laws of the company, shall in all cases, and for all purposes, be deemed to be conclusive evidence that such by-laws have been duly made and confirmed or disallowed in manner stated in such notice.

35. Every notice by this Act required to be given by or to the company shall be in writing or print, or partly in writing or partly in
in print, and shall be signed by the company, street authority, or persons giving the same, or by their secretary or clerk, and such notice shall be deemed to have been duly given if left at the principal office of the company, street authority, or persons to whom the same shall be intended to be given, or if posted in a registered letter prepaid addressed to such company, street authority, or persons, or their secretary or clerk at their principal office: Provided, that if such notice shall be posted as aforesaid the same shall be deemed to have been given at the last moment of the day on which the same ought to be delivered at such principal office in the ordinary course of post.

36. Every secretary, accountant, or officer, clerk, or servant of the company, notwithstanding he may be a shareholder and have a joint interest in the property of the company, shall be liable to be proceeded against criminally for any offence committed by him in respect of the property of the company in like manner and in all respects as if he were not a shareholder and had no such interest.

37. Every proceeding under this Act for any omission, default, offence, or act to which any penalty is attached, whether by this Act or any By-law, where no other mode of proceeding is by this Act provided may be had and taken before and be heard and be determined in a summary way by any special magistrate or two justices of the peace, under the provisions of an Ordinance of the Governor and Legislative Council, No. 6 of 1850, intituled "To facilitate the performance of the duties of Justices of the Peace out of sessions with respect to summary convictions and orders," or of any Act now in force or hereafter to be in force relating to the duties of justices of the peace with respect to summary convictions and orders, and all convictions and orders made by such magistrate or justices may be enforced as in the said Ordinance or in any other Act as aforesaid is or shall be provided.

38. There shall be an appeal to the Local Court of Adelaide of Full Jurisdiction only from every conviction by any special magistrate or justices for any offence against this Act, or any By-law, and from every order dismissing any information or complaint, or for any other order made by such magistrate or justices under this Act, and the proceedings in such appeal shall be conducted in a manner appointed by the said Ordinance, No. 6 of 1850, for appeals to Local Courts, or any Act to be hereafter in force regulating such appeals, and the Local Court of Adelaide shall also have power to make such order as to the payment of the costs of the appeal as it shall think fit, although such costs may exceed Ten Pounds.

BORROWING POWERS.

39. The company may from time to time borrow for the purposes of this Act on mortgage or bond, or partly on mortgage and partly on bond, any sum of money not exceeding in the whole Nine Thousand Pounds, but so that the resolution of a general meeting of
of the company shall be requisite to authorise the borrowing of more than Five Thousand Pounds, and no money shall be borrowed until two-thirds of the capital of Twelve Thousand Pounds shall have been subscribed for, and one-half of such subscribed capital paid up, nor until the company has proved to the satisfaction of a justice of the Province of South Australia and obtained from him a written certificate signed by himself to the effect that satisfactory proof has been given him that two-thirds of the capital has been issued and accepted, and that one-half of such subscribed capital has been paid up, 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.

40. Upon any application to a justice for such certificate, there shall be produced to him a copy of the resolution of the meeting, whether of directors or of the company, authorising the borrowing of the money, and such copy shall be certified by one of the directors, or by the secretary of the company, to be a true copy of such resolution.

41. Upon the production to the justice of such certified copy, and of the books of the company (if he requires their production), and of such other evidence (if any) as he shall think sufficient, he shall grant a certificate to the effect aforesaid, and his certificate shall be sufficient evidence that such proof was so given.

42. The company, if it repays the whole or any part of any sum of money borrowed on mortgage or on bond under the powers granted in that behalf by this Act, may again borrow the whole or a portion of the amount paid off, and so from time to time, but unless the money be re-borrowed for the purpose of paying off any then existing mortgage or bond of the company, the power to re-borrow shall not be exercised without the authority of a general meeting of the company, when the amount borrowed shall exceed Five Thousand Pounds.

43. Every mortgage and bond for securing the repayment of money borrowed by the company shall be made by deed under the common seal of the company, and the consideration shall be truly stated therein, and every such mortgage or bond shall be in the respective forms set forth in the Schedule to this Act annexed, or in some form to the like effect, but no such mortgage or bond shall contain any provision securing, or purporting to secure, further advances.

44. The respective mortgagees and their assigns shall, one with another, be entitled to their respective proportions of the tolls, sums, and premises comprised in their respective mortgages, and of the future calls (if comprised therein) payable by the shareholders, according to the sums in such mortgages respectively mentioned to have been advanced by the respective mortgagees, and to be repaid with interest at the rate mentioned in such mortgages, without any preference.
Payment of calls on mortgage.

45. Notwithstanding that any such mortgage comprises future calls on the shareholders of the company, the moneys paid in respect of each such call shall, unless the mortgage expressly provides the contrary, be received by the company and applied to its purposes, and any shareholder of the company who shall, without notice in fact of such express provision having been made, pay to the company any money in respect of any such call, shall not be liable for the same or any part thereof to the mortgagee.

Rights of obligees.

46. The respective obligees in such bonds, and their assignees, shall rateably, according to the amount of the moneys secured thereby, be entitled to be paid out of the tolls, or other property or effects of the company, the respective sums mentioned in such bonds, and intended to be thereby secured, without any preference one above another, by reason of the priority of date of any such bond, or of the meeting at which the borrowing of the moneys thereby secured was authorised or otherwise however.

Register of mortgages and bonds.

47. A register of mortgages and bonds shall be kept by the secretary of the company, and within fourteen days after the date of any such mortgage or bond an entry or memorial specifying the number and the date of such mortgage or bond, and the sum of money secured thereby, and the names of the parties thereto, with their proper additions shall be made in such register, which may at all reasonable times be perused without fee or reward by any shareholder or mortgagee, or bond creditor of the company, or by any person interested in any such mortgage or bond, or by any person authorised to act on behalf of any such mortgagee, bond creditor, or person.

Transfer of mortgages and bonds.

48. Any person entitled to any such mortgage or bond may from time to time transfer his right and interest therein to any other person, and every such transfer shall be made by a deed in which the consideration for the transfer shall be truly stated, and every such transfer shall be according to the form in the Schedule to this Act annexed, or in a form to the like effect, and every deed of transfer in which the consideration is not truly stated shall be void.

Registration of transfers.

49. Within thirty days after the date of the execution of each such deed of transfer, if it be executed within the Province of South Australia, or within thirty days after its arrival therein if it be executed elsewhere, it shall be produced to the company's secretary, who shall thereupon cause an entry or memorial thereof to be made in the manner hereinafter prescribed with respect to the original mortgage or bond; after such entry or memorial has been made the transferee named in such deed of transfer shall be entitled under it to the full benefit of the original mortgage or bond in all respects, and the person by whom such transfer has been made shall not have
have power to make void, release, or discharge the mortgage or bond so transferred, or the whole or any part of the money thereby secured; for making such entry the company may demand from the person requiring it to be made the sum of Two Shillings and Sixpence, but the company shall not be bound to make such entry until such sum has been paid, nor shall the company be in any manner responsible to such transferee in respect of such mortgage or bond until such entry has been made and the secretary has been paid such sum of Two Shillings and Sixpence; every such deed of transfer which is executed out of the said province, or a copy thereof shall, within thirty days after its execution, be transmitted to the company's secretary for registration.

50. The interest of the mortgage debt and bond debts respectively shall, at the times named in the mortgages and bonds respectively for payment of such interest be paid to the several persons entitled thereto, and in preference to any dividends payable to the shareholders of the company; if times for payment of interest be not named in any bond or mortgage, the interest on the moneys thereby respectively secured shall be paid half-yearly, and the first payment thereof shall be made at the expiration of six months from the date at which the moneys thereby respectively secured were paid to the company.

51. The company may, if they think proper, fix a day on which the principal moneys so borrowed with interest thereon shall be repaid, and shall on or before that day repay the same to the person entitled thereto, and the day (if any) so fixed shall be specified in the bond or mortgage. If the whole or any part of the principal moneys so borrowed, or of the interest (if any) due thereon, shall on the day after that specified for the payment thereof remain unpaid, the person entitled thereto may forthwith sue the company for the recovery thereof.

52. Repayment of the whole, or of any part of the principal moneys so borrowed, and payment of the interest thereon, shall in all cases be made at the company's principal office or place of business, unless some other place be named for that purpose in the mortgage or bond, and the company shall always have its principal office or place of business in the City of Adelaide, in the Province of South Australia.

53. If in any mortgage or bond a time for the repayment of the principal money be not fixed, the person entitled thereto may at any time after the expiration of one year from the date of such mortgage or bond, demand repayment of such principal moneys and payment of all (if any) arrears of interest due thereon, provided that a notice of the intention to make such demand has at least six months before the making thereof been given to the company by or on behalf of the person who at the time of the giving of such notice is entitled to such principal moneys, and if the whole or any part of the principal moneys, or of the interest (if any) due thereon, shall at the expiration
tion of one week from the day on which such demand is made remain unpaid, the person entitled thereto may forthwith sue the company for the recovery thereof.

Money may be paid off.

54. If in any mortgage or bond a time for repayment of the principal moneys be not fixed, the company may at any time after the expiration of one year from the date of any such mortgage or bond respectively, pay to the person entitled thereto the principal moneys secured thereby respectively, and all arrears of interest, (if any) due thereon, provided that a notice expressing the intention of the company to make such payment, and requiring the person entitled to such principal moneys and interest to, attend on a day named in such notice, at the principal office or place of business of the company (or if a place has been named for that purpose in the mortgage or bond requiring attendance at such place), has at least six months before the day of such notice named for such attendance been given by the company to the person who is at the time of the giving of such notice entitled to such principal moneys and interest, and such person shall personally, or by some agent authorised by him, in writing, to receive such principal moneys and interest and to give a proper discharge for the same, attend on the day and at the place named in such notice and receive such principal moneys and interest and give a proper discharge therefor.

Notices of intention to call in or pay off.

55. Every such notice of an intention to demand repayment of the principal moneys secured by any mortgage or bond and payment of the interest thereon shall be delivered to the secretary of the company, or left at its principal office or place of business; and every such notice of an intention on the part of the company to pay such principal moneys and interest shall be delivered to the person entitled thereto, or shall be left at or sent by post to some place situate within the Province of South Australia, and named in the mortgage or bond as his address, or to such other address within the said province as the person for the time being entitled to such principal moneys and interest shall from time to time furnish in writing to the company. If an address is not mentioned in the mortgage or bond, and the person entitled to the principal moneys and interest has not furnished an address in writing to the company, then such notice shall be given by an advertisement published once in the South Australian Government Gazette, and in some one or more of the newspapers which shall then be published daily in the City of Adelaide.

Stoppage of interest.

56. Whenever the company has given (as in this Act provided) to any such mortgagee or bond creditor notice of their intention to pay the principal moneys and interest thereon at a time when the company is entitled to make such payment, then, from and after the day named in such notice for such payment, interest shall cease to accrue on or be payable in respect of such principal moneys unless the company shall fail to make such payment on the day named in such notice for that purpose, and the person entitled to such principal moneys and interest personally, or by some agent authorised...
authorised by him in writing to receive such principal moneys and interest, and to give a proper discharge therefor, shall attend on the day named in such notice at the company's principal office or place of business to receive the principal moneys and interest, and to give a proper discharge for the same.

57. All or any of the mortgagees of the company may severally or in conjunction with each other enforce, by obtaining the appointment of a receiver, the payment of arrears of interest due on any mortgage, debt, or debts due to him or them, or the payment of such debt or debts, and the interest due thereon. In order to authorise the appointment of a receiver the amount owing to the applicant, mortgagee, or mortgagees for interest or for principal moneys, shall not be less than the sum of Five Thousand Pounds in the whole.

58. Whenever the arrears of interest due to any mortgagee or mortgagees of the company amount to the sum of One Thousand Pounds, and have remained unpaid for thirty days after the day or days on which they became payable, the person or persons to whom such arrears of interest are due may, after having respectively made on the company a written demand for payment thereof, but without prejudice to his or their right to sue at law or in equity for such arrears of interest by an application to be made in the manner hereinafter mentioned, require the appointment of a receiver.

59. Whenever any mortgage, debt, or debts of the company have without the consent of the mortgagee remained unpaid for six months after they became payable and amount to the sum of Two Thousand Pounds, the person or persons to whom they are due may, after respectively making on the company a written demand for the repayment of the respective sums due to them, but without prejudice to his or their right to sue at law or in equity for any such mortgage, debt, or debts, together with all arrears of interest due thereon, require the appointment of a receiver in the manner hereinafter mentioned.

60. Every application for a receiver under this Act shall be made to a Judge of the Supreme Court of the Province of South Australia, and such Judge may, when any such application has been made, after hearing the applicant, mortgagee, or mortgagees, or any practitioner of the Supreme Court of the Province of South Australia acting on his or their behalf, and if the company
Powers and duties of receiver.

61. After such appointment has been made by a judge, and after a true copy of the order whereby such appointment is made has been delivered to the company's secretary, or left at its principal office or place of business, all tolls or sums of money which are liable to pay such interest and principal and which the company may receive shall be paid by the several persons receiving them, or by the company, to the person appointed receiver thereof by such order, and shall be received by him to the use of the applicant, mortgagee, or mortgagees, and his other transferees, and shall be applied by the receiver to pay in the first place all the aforesaid costs, charges, and expenses, and the surplus, if any, shall be applied in paying to the applicants rateably the amounts due to them respectively.

Termination of powers of receiver.

62. The power and authority of the receiver shall determine whenever all such costs, charges, and expenses, arrears of interest, and mortgage, debt, or debts, have been fully paid and the surplus receipts, if any, shall be then paid by him to the company.

Access to company's book.

63. At all reasonable times the company's books of account shall be open to the inspection of every mortgagee and bond creditor of the company, and of any person acting on his behalf, and every such mortgagee, bond creditor, or person, shall be entitled to make extracts therefrom without fee or reward.

Moneys borrowed on mortgage to be paid first.

64. All interest due for the time being on any moneys borrowed on mortgage under this Act, and all such principal moneys from the times at which they respectively are advanced, shall have against the company and against the property from time to time of the company, priority over all other claims on account of any debt to be incurred or engagement to be entered into by them: Provided always that such priority shall not prejudice or affect the heir of any unpaid vendor for the unpaid purchase-money of any land taken from him by the company for the purposes of the railways.

Act not to affect Crown.

65. Nothing in this Act contained shall be construed to give the company any claim to compensation in the event of the Government being at any time hereafter authorised to construct any line or lines of railway or tramway, the construction of which may, or may be supposed to injuriously affect the undertaking hereby authorised.
FORM OF MORTGAGE.

Grange and Military Road Railway Company, Limited.

Mortgage, No. £

By virtue of Grange and Military Road Railway Act, we, Grange and Military Road Railway Company, Limited, in consideration of the sum of £ paid to us by of do assign unto the said h executors, administrators, and assigns, the said undertaking [and, in case the loan shall be in anticipation of the capital authorised to be raised, all future calls on shareholders] and all the tolls and sums of money arising by virtue of the said Act, and all the estate, right, title, and interest of the company in the same to hold unto the said h executors, administrators, and assigns, until the said sum of £ together with interest, payable half-yearly for the same, at the rate of £ per centum per annum, be satisfied.

Given under our common seal this day of in the year of Our Lord one thousand eight hundred and
Attested and registered by Secretary.

FORM OF BOND.

Grange and Military Road Railway Company, Limited.

Bond No. £

By virtue of Grange and Military Road Railway Act, we, Grange and Military Road Railway Company, Limited, in consideration of the sum of £ to us paid by of do bind ourselves, and our successors, unto the said h executors, administrators, and assigns in the penal sum of £

The condition of the above obligation is such that if the said company shall pay to the said h executors, administrators, or assigns on the day of , one thousand eight hundred and the principal sum of £, together with interest for the same at the rate of £ per centum per annum, payable half-yearly in each year then the above-written obligation is to become void, otherwise to remain in full force.

Given under our common seal this day of one thousand eight hundred and
Attested and registered by Secretary.
Grange and Military Road Railway Act.—1878.

Number in the Register of the company and made by to

18, for securing the sum of £ and £ interest

[if the transfer is made by deed endorsed on the security omit all the words after “assigns,” and substitute “the within security”] and all my right, estate, and interest in and to the money thereby secured [if the transfer be one of mortgage add these words, “and in and to the undertaking tolls, moneys, and property thereby assigned”].

In witness whereof I have hereunto set my hand and seal this day of one thousand eight hundred and