
[Assented to, November 18th, 1881.]

WHEREAS by an Act of the Governor and the Legislative Council and House of Assembly of the Province of South Australia, passed in the thirty-fifth year of the reign of Her Majesty Queen Victoria, the Adelaide, Glenelg, and Suburban Railway Company, Limited, being a company incorporated under "The Companies Act, 1864," in the City of Adelaide, in the Province of South Australia, for the purposes, amongst others, for constructing a railway in and from King William-street, in the City of Adelaide, to the jetty in the Town of Glenelg, in the said province, with a capital of Twenty-two Thousand Pounds, divided into four thousand four hundred shares of Five Pounds each, were empowered to make, maintain, and work a railway, seven miles one furlong in length, commencing in King William-street, in the City of Adelaide, at the place where Grenfell-street and Currie-street join it, and terminating at that end of Jetty Road, in the Town of Glenelg, which is next to the jetty there, with all proper stations, approaches, works, and conveniences connected therewith; and the said company were also empowered by their said Act to borrow on mortgage or bond such a sum not exceeding in the whole Twenty Thousand Pounds, as any general meeting of the company should authorise the borrowing of: And whereas, by a special resolution of the company, the capital of the said company was increased to Forty-four Thousand Pounds by the issue of four thousand four hundred
hundred new shares of Five Pounds each: And whereas the said company have, pursuant to the powers conferred by "The Adelaide, Glenelg, and Suburban Railway Act, 1871," borrowed on bonds the sum of Twenty Thousand Pounds carrying interest at the rate of Six Pounds per centum per annum: And whereas by a special resolution of the said company the capital of the said company was varied by dividing the same into forty-four thousand shares of One Pound each: And whereas by a special resolution of the said company the capital of the said company was further increased by the issue of five thousand new shares of One Pound each: And whereas by an Act of the Governor and Legislative Council and House of Assembly of the Province of South Australia, passed in the forty-first and forty-second year of the reign of Her Majesty Queen Victoria, the Holdfast Bay Railway Company, Limited, being a company incorporated under "The Companies Act, 1864," in the City of Adelaide, in the Province of South Australia, for the purposes, among others, of constructing a railway for steam-power into, from, and between a point to the north of the Sheep and Cattle Market, in the City of Adelaide, at the Government line of railway, near the second signal station west from the Adelaide Railway Station, to the jetty at Glenelg, in the said province, and a railway or tramway for steam-power or horse-traction in, to, from, and between the north-eastern boundary of Glenelg Ward, in the Town of Glenelg, at the junction of the Brighton and Bay Roads, to the Township of Brighton, to a point at or near the Thatched House Tavern, with a capital of Thirty Thousand Pounds, divided into ten thousand shares of Three Pounds each, and having power to increase such capital, were empowered to lay down, construct, maintain, and work—

Firstly—A railway (No. 1) six miles sixty-five chains and thirty links, or thereabouts, in length, commencing at a point to the north of the Sheep and Cattle Market, in the City of Adelaide, at the Government lines of railway, near the second signal station west from the Adelaide Railway Station; thence running in a south-westerly direction across park lands; then crossing a road leading to River Torrens; then through the olive plantation at the south of the Gaol, crossing the road leading to the Corporation slaughterhouse, crossing portion of park lands road leading to Gaol olive plantation, to a point on the Port Road crossing same with the level unaltered at a point below the intersection of the Gaol Road with the Port Road; thence crossing the West Park Lands to a public road known as the Mile-End Road to the junction of a road known as Dodd’s Road with such last-named public road; thence through sections 2 and 3, crossing a district road to Hilton, and through sections 4 and 5; thence crossing the Hilton Road; thence through section 50, crossing a district road onwards through other portion of section 50; thence through sections 2031, 52, 93, 2033, and 88; thence through building allotments in the Township of Hayhurst, crossing Long-street, and through other building allotments
allotments in the said township; thence crossing a district road known as Plympton Road, through sections 108 and 104, crossing a private road on the level; then through section 136, crossing Morphett Road in a westerly direction onwards through section 152, crossing a private road leading to Sir John Morphett’s house; then through same section, and onwards through section 183; then crossing Allison-street, and through town allotments in the Town of Glenelg, being part of section 184, to the junction of Brighton and Bay Roads; thence along the Bay Road, crossing a portion of the Corporation reserve, and onwards to the junction of the Bay Road and Althorpe-place; thence along Althorpe and Victoria-places to the Jetty Road, therefrom to the jetty:

Secondly—A railway or tramway (No. 2) for steam-power or horse-traction, two miles and seventy-seven chains, or thereabouts, in length, commencing at a point at the north-eastern boundary of Glenelg Ward at the junction of the Brighton and Bay Roads; thence in a southerly direction along the Brighton Road, crossing the line of rails of the Adelaide, Glenelg, and Suburban Railway Company, Limited, on the level at the junction of such railway with the said Brighton Road; thence along the Brighton Road, crossing the main road leading from Tapley’s Hill to Port Adelaide, therefrom direct to the Thatched House Tavern, in Brighton aforesaid, along the said Brighton Road, with all proper rails, works, plates, sidings, junctions, stations, approaches, and conveniences connected therewith.

And the said Holdfast Bay Railway Company, Limited, were also empowered by their said Act to borrow on mortgage or bond any sum of money not exceeding in the whole Twenty-five Thousand Pounds, and which any general meeting of the company should authorise the borrowing of: And whereas, by a resolution of the Holdfast Bay Railway Company, Limited, the capital of the company was increased to Forty-five Thousand Pounds by the issue of five thousand new shares of Three Pounds each: And whereas the Holdfast Bay Railway Company, Limited, have, pursuant to the powers conferred on them by their said Act, borrowed on mortgages the sum of Twenty Thousand Pounds carrying interest, some at the rate of Eight Pounds per centum per annum, and some at the rate of Seven Pounds Ten Shillings per centum per annum: And whereas, by a special resolution of the said company, the capital of the said company was varied by dividing the same into forty-five thousand shares of One Pound each: And whereas it would be of public and local advantage, and also to the advantage of the respective companies, that the said companies should be amalgamated into one united company: And whereas it is expedient that the united company should be empowered to prolong, extend, alter, or vary the several railways authorised to be constructed by the “Holdfast Bay Railway Act, 1878,” and “The Adelaide, Glenelg, and Suburban Railway Act, 1871,” as shown and delineated in the plan, together with
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with a book of reference, deposited in the office of the Surveyor-General of the Province of South Australia on the eighth day of April, one thousand eight hundred and eighty-one, and to enter upon, purchase, take, acquire, and use, subject to the provisions of this Act, such of the lands delineated and described in the said deposited plan as the united company may require for such purpose: And whereas it is also expedient to confer and impose upon the united company such of the powers, privileges, and advantages contained in the said recited Acts as may be applicable—Be it therefore Enacted by the Governor of the Province of South 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 the "Glenelg Railway Act, 1881."

2. In this Act, unless the contrary is expressed or is to be implied from the context—

The "united company" means the "Glenelg Railway Company, Limited," as constituted by and incorporated by this Act:

The expression "the Commissioner of Public Works" means as well the Commissioner of Public Works as also the Commissioner of Railways for the Province of South Australia for the time being:

The word "street" shall mean any public street, road, footpath, or place:

The expression "the street authority" shall mean the persons having the control or management of the street in respect of which such expression shall be used, if the same shall be used in respect of any particular street, but if such expression shall not be used in respect of any particular street it shall mean any persons having the control or management of any street.

And in interpreting this Act, and also in interpreting therewith the "Holdfast Bay Railway Act, 1878," and "The Adelaide, Glenelg, and Suburban Railway Act, 1871," and the several Acts incorporated herewith and therewith, so far as the same respectively apply to this Act, the following words and expressions shall have or include the several meanings hereby assigned to or included in them, unless there be something in the subject or context repugnant to such construction:

The expression "the undertaking" shall mean the making and maintaining of the several lines of railway and tramway and other works connected therewith respectively, and all other works, by the "Holdfast Bay Railway Act, 1878," "The Adelaide, Glenelg, and Suburban Railway Act, 1871," and this
this Act, or any of them, respectively, authorised to be executed:

The expression "the company" or "the said company" shall mean the united company as incorporated by this Act:

The word "shareholder" shall mean a holder of shares in the said company, and, in referring to any such shareholder, expressions properly applicable to a person shall be held to apply also to a corporation:

The words "directors" and "secretary" shall respectively mean the directors and secretary of the united company:

The word "lease" shall include an agreement for a lease; and the word "occupier" shall include any person having a lease or an agreement for a lease:

The expression "the railway" shall include the railways and tramways, and other the works which, by virtue of "The Holdfast Bay Railway Act, 1878," and "The Adelaide, Glenelg, and Suburban Railway Act, 1871," and this Act, or any of them respectively, have been or are authorised to be constructed or executed:

The word "tolls" shall mean any rate, or charge, or sum which is or may be payable for the conveyance of any passengers and goods whatsoever upon the railway, or for the storage of any goods upon the premises of the united company or elsewhere:

The word "railway" shall include tramway:

In the 9th and 10th sections of "The Railways Clauses Consolidation Act," the words "Surveyor-General" shall include in their meaning "Deputy Surveyor-General" and "Acting Surveyor-General."


4. The Holdfast Bay Railway Company, Limited, is hereby dissolved.

5. The holders, at the time of the passing of this Act, of shares in the Adelaide, Glenelg, and Suburban Railway Company, Limited, and the Holdfast Bay Railway Company, Limited, respectively, and all persons who shall hereafter subscribe to the undertaking, or become shareholders in the united company, and their several and respective executors, administrators, and successors shall, whilst they continue shareholders, be incorporated into a company by the name of the "Glenelg Railway Company, Limited," with perpetual succession and a common seal, and by that name shall have power to hold and also to take and purchase lands, and shall and may sue
and be sued, plead and be impleaded, answer and be answered unto, defend and be defended, in all Courts and places whatsoever: And the said company shall, for all purposes, be deemed to be a company registered, limited, and incorporated as a company limited by shares under the provisions of “The Companies Act, 1864;” and the memorandum of association of the Glenelg Railway Company, Limited, and the articles of association of the Glenelg Railway Company, Limited, set out in the Schedule hereto marked A, shall regulate and govern the constitution and proceedings of the said company in the same manner as if the same had been duly executed by seven or nine shareholders thereof and filed with the Registrar of Companies under the provisions of the said “The Companies Act, 1864,” and the same may be from time to time altered or varied to the extent and in the manner in which the memorandum and articles of association of companies limited by shares and duly incorporated under the said Act may be altered and varied, and generally the said company shall be subject to all the provisions of the said “The Companies Act, 1864,” and any Acts amending the same, as fully, to all intents and purposes, as if such company had been duly registered under the provisions of the said Act as a company limited by shares, and as if all the provisions of such Act had been fully complied with, and the said company had filed memorandum and articles of association as contained in the said Schedule A, and as if the Registrar of Companies had duly published a notification in the Government Gazette that the said company had been duly incorporated in terms of clause 17 of the said “The Companies Act, 1864.”

6. The undertaking and the railway, as respectively hereinbefore defined, and all the estate and interest of the Holdfast Bay Railway Company, Limited, and the Adelaide, Glenelg, and Suburban Railway Company, Limited, in all lands which have been, or may hereafter be taken, purchased, or acquired by such company respectively, or are or may be otherwise vested in them respectively, and all the locomotives and fixed steam-engines, and rolling-stock, and all other property, moneys, credits, chattels, and effects, which shall belong to or be vested in such companies respectively, shall, subject to the provisions of this Act and to any encumbrances affecting the same respectively, be vested and held, possessed, and enjoyed by the united company; and all powers, authorities, privileges, exemptions, rights of action, suits, and all other the rights and interest of the said companies respectively, shall, subject to the provisions of this Act, be held, used, exercised, and enjoyed by the united company in the same manner and to the same extent as the same respectively, at the passing of this Act are, or if this Act were not passed, might be held, used, exercised, and enjoyed by the said companies respectively: And, except as is herein otherwise provided, all debts and money due from or to the Holdfast Bay Railway Company, Limited, and the Adelaide, Glenelg, and Suburban Railway Company, Limited, respectively, or any person or persons on their behalf respectively, shall be payable and paid by or to the united company.

7. All
7. All causes and rights of action or suit accrued before the passing of this Act, and then in any manner enforceable by, for, or against the Holdfast Bay Railway Company, Limited, or the Adelaide, Glenelg, and Suburban Railway Company, Limited, respectively, shall be and remain as good, valid, and effectual for or against the united company as they would or might have been for or against the Holdfast Bay Railway Company, Limited, or the Adelaide, Glenelg, and Suburban Railway Company, Limited, respectively affected thereby if this Act had not been passed.

8. All contracts, agreements, and engagements existing between the Holdfast Bay Railway Company, Limited, and the Commissioner of Public Works and Commissioner of Railways, for the making of openings and crossings in the lines of railway of Her Majesty's railways at the junction of the line of railway of the Holdfast Bay Railway Company, Limited, with Her Majesty's railways, and for the passage of the said company's engines, trains, trucks, vans, or other carriages over and along all or any of the lines of railway of Her Majesty's Government, and for the management, maintenance, and repair of such railways, and the mode of conducting the traffic, and the charges to be paid to Her Majesty's Government under every such contract and engagement, and for any other purposes or objects whatsoever; And all contracts and engagements existing between the Holdfast Bay Railway Company, Limited, and any company or companies, corporation or corporations, firm or firms, person or persons, whatsoever or whomsoever, for any purpose or object whatsoever; and all contracts and engagements existing between the Adelaide, Glenelg, and Suburban Railway Company, Limited, and any company or companies, corporation or corporations, firm or firms, person or persons, whatsoever or whomsoever, for any purpose or object whatsoever, shall respectively be and are hereby ratified and confirmed: And shall respectively be and are hereby transferred to, and shall respectively be enforced and enforceable by and against the united company in the same manner as the same would have been enforceable by and against the Holdfast Bay Railway Company, Limited, or the Adelaide, Glenelg, and Suburban Railway Company, Limited, if this Act had not been passed.

9. Whereas the said Holdfast Bay Railway Company, Limited, and the said Adelaide, Glenelg, and Suburban Railway Company, Limited, have, since the twenty-fourth day of December, one thousand eight hundred and eighty, been carrying on the business of the said companies in co-partnership, on the basis of an equal contribution towards the expenses and an equal division of the profits of such railways, and it is desirable to validate and give effect to such agreement—Be it therefore Enacted, and it is hereby declared that such agreement shall, as between the shareholders of the respective companies and all other persons interested, be valid and effectual to all intents and purposes whatever.

10. Nothing in this Act contained shall cause the abatement, discontinuance,
continuance, or determination of, or in anywise prejudicially affect any action, suit, or other proceeding at law or in equity commenced by or against the Holdfast Bay Railway Company, Limited, or the Adelaide, Glenelg, and Suburban Railway Company, Limited, either solely or jointly with any other company, or with any person before the passing of this Act and then pending, but the same may be continued, prosecuted, or enforced by or against the united company, either solely or, as the case may require, jointly with such other company or with such person; and all persons committing offences against any of the provisions of the "Holdfast Bay Railway Act, 1878," or "The Adelaide, Glenelg, and Suburban Railway Act, 1871," respectively, before the passing of this Act, may be prosecuted, and all penalties incurred by reason of such offences may be sued for and recovered in like manner in all respects as if this Act had not been passed.

11. All resolutions of any general meeting or Board of Directors of the Holdfast Bay Railway Company, Limited, and the Adelaide, Glenelg, and Suburban Railway Company, Limited, respectively, or of any duly constituted and authorised committee thereof respectively, so far as the same are applicable and remain in force, shall, notwithstanding the dissolution of the said companies respectively, continue to be operative, and shall apply to the united company and to the directors, officers, and servants of the united company until duly revoked or altered by the united company

12. All books and documents which would have been evidence in respect of any matter for or against the Holdfast Bay Railway Company, Limited, and the Adelaide, Glenelg, and Suburban Railway Company, Limited, respectively, shall be admitted as evidence in respect of the same or the like matter for or against the united company.

13. All calls made by the Holdfast Bay Railway Company, Limited, and the Adelaide, Glenelg, and Suburban Railway Company, Limited, respectively, and not paid at the time of the passing of this Act, shall be payable to and may be enforced by and in the name of the united company.

14. All registers of shares, mortgages, and bonds of the Holdfast Bay Railway Company, Limited, and the Adelaide, Glenelg, and Suburban Railway Company, Limited, respectively, and all shareholders' address-books respectively, which are valid and subsisting at the time of the passing of this Act, shall continue to be valid and subsisting and shall have the same operation and effect as if such companies had not been dissolved, unless and until new or altered register and other books are substituted in their stead, and all transfers, sales, or dispositions of shares made before the dissolution, and not then completed, shall have the same operation and effect as if made after dissolution.

15. The
15. The united company is hereby authorised and empowered, subject to the provisions of this Act and of the Ordinances and Acts incorporated herewith, to make, maintain, and work within the limits of deviation shown on the said plans and sections thereof deposited in the office of the Surveyor-General, in addition to and in connection with the said railways and tramways authorised to be constructed, maintained, and worked by the "Holdfast Bay Railway Act, 1878," and "The Adelaide, Glenelg, and Suburban Railway Act, 1871," respectively, the railways hereafter described, with all proper stations, approaches, works, sidings, junctions, and conveniences connected therewith; and may enter upon, take, and use such of the lands delineated in the said plans and described in the books of reference as may be required for those purposes, whether the same do or do not form part of the public or Government reserves or streets. The additional or extended railway hereinbefore referred to and authorised by this Act is as follows—

Firstly—A railway for steam-power, ten chains twenty-one links in length, running at a radius of 6·50 links in, to, from, and between a point or terminus on the centre of the Brighton Road, distant six chains north from the northern side of the Jetty Road and a point or terminus on the centre of the Jetty Road, distant six chains from the western side of the Brighton Road:

Secondly—A railway or siding, ten chains in length, joined to the line of railway of the Adelaide, Glenelg, and Suburban Railway Company, Limited, at a point or terminus in the centre of the Jetty Road at its intersection with the western side of the Brighton Road; then running in a westerly direction along the Jetty Road to a point or terminus on the last-mentioned line of railway, at the intersection of the Jetty Road with the eastern side of Rodolph-terrace.

16. The additional railway authorised to be constructed by this Act and the "Holdfast Bay Railway Act, 1878," shall be completed within six calendar months from the passing of this Act, and after which time each and all of the powers by this Act granted to the united company for executing the additional railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the railway as shall then be completed: And it shall then be lawful for the respective street authorities to resume the sole and absolute possession, care, control, and management of the whole or any part of the public roads, streets, and thoroughfares which have been taken by the united company under this Act, but on which the works of the railway have not been completed.
17. "The Adelaide, Glenelg, and Suburban Railway Act, 1871," the "Holdfast Bay Railway Act, 1878," and the several Acts and Ordinances, and parts thereof respectively incorporated therewith respectively, and the provisions thereof respectively, shall, unless inconsistent with this Act, and except so far as they are hereby altered, varied, or repealed, remain in full force and effect, and apply to the united company and the undertaking and the railway as hereinbefore defined.

18. The capital of the united company shall be Ninety-four Thousand Pounds, divided into ninety-four thousand shares of One Pound each, subject nevertheless to the same being increased pursuant to any of the provisions in that behalf contained in the memorandum and articles of association of the united company hereinbefore referred to, or "The Companies Act, 1864," or any amendment or amendments thereof. And such shares shall be issued as fully paid-up shares as provided by the next succeeding clause, and it shall not be necessary prior to the issue of such shares to enter into or to file with the Registrar of Companies any contract in the terms of clause 27 of the Act, No. 22 of 1870-71, intituled "An Act to amend the Companies Act, 1864."

19. The capital of the Holdfast Bay Railway Company, Limited, and the capital of the Adelaide, Glenelg, and Suburban Railway Company, Limited, shall be merged in the capital of the united company, and the holders of shares in the Holdfast Bay Railway Company, Limited, at the time of this Act coming into operation, shall be entitled to and shall accept ten fully paid-up shares in the capital of the united company, in lieu of every nine shares then held by them respectively in the Holdfast Bay Railway Company, Limited, subject nevertheless to the payment of any calls, interest, or charges due and payable in respect of such shares respectively at the time of the passing of this Act: And the holders of shares in the Adelaide, Glenelg, and Suburban Railway Company, Limited, at the time of this Act coming into operation, shall be entitled to and shall accept one fully paid-up share in the capital of the united company, in lieu of every share then held by them respectively in the Adelaide, Glenelg, and Suburban Railway Company, Limited, subject nevertheless to the payment of any calls, interest, or charges due and payable in respect of such shares respectively at the time of the passing of this Act: Provided always that every holder of shares in either of the said companies shall, before demanding or receiving a certificate or certificates of proprietorship of any share or shares in the united company, and before being entitled to receive any dividend or other benefit from, or to vote at any meeting of the shareholders of the united company in respect of any share or shares therein, deliver up to the secretary or other proper officer for the time being of the united company the certificate or certificates of his share or shares in the Holdfast Bay Railway Company, Limited, or the Adelaide, Glenelg, and Suburban Railway Company, Limited, as the case may be, to the end that the same may be cancelled.

20. If
20. If any shareholder or member of the Holdfast Bay Railway Company, Limited, or of the Adelaide, Glenelg, and Suburban Railway Company, Limited, shall object to accept shares in the united company, according to the provisions of the next preceding section, and shall express his objection thereto in writing, left at the registered office for the time being of the united company, before the expiration of one calendar month from the passing of this Act, such objecting shareholder or member may require the united company to purchase the share or shares held by such objecting member in the respective companies hereby amalgamated and united, or either of them, at a price to be determined in manner hereinafter mentioned.

21. The price to be paid for the purchase of the share or shares of any objecting shareholder or member may be determined by agreement; but if the parties dispute about the same, such dispute shall be settled by arbitration, and such arbitration shall be conducted as near as may be according to the provisions hereinafter contained, that is to say—

1. When any such dispute shall have arisen, then, unless both parties shall concur in the appointment of a single arbitrator, each party, on the request of the other party, shall, by writing, nominate and appoint an arbitrator, to whom such dispute shall be referred; and after any such appointment shall have been made, neither party shall have power to revoke the same without the consent of the other, nor shall the death of either party operate as such revocation; and if, for the space of fourteen days after any such dispute shall have arisen, and after a request in writing shall have been served by the one party on the other party to appoint an arbitrator, such last-mentioned party fail to appoint such arbitrator, then, upon such failure, the party making the request, and having himself appointed an arbitrator, may appoint such arbitrator to act on behalf of both parties, and such arbitrator may proceed to hear and determine the matters which shall be in dispute, and in such case the award or determination of such single arbitrator shall be final:

II. If, before the matters so referred shall be determined, any arbitrator appointed by either party die, or become incapable, or refuse, or for seven days neglect, to act as arbitrator, the party by whom such arbitrator was appointed may nominate and appoint in writing some other person to act in his place, and if for the space of seven days after notice in writing from the other party for that purpose he fail to do so, the remaining or other arbitrator may proceed ex parte; and every arbitrator so to be substituted, as aforesaid, shall have the same powers and authorities as were vested in the former arbitrator at the time of such his death, refusal, or disability, as aforesaid:

III. Where
i. Where more than one arbitrator shall have been appointed, such arbitrators shall, before they enter upon the matters referred to them, nominate and appoint, by writing under their hands, an umpire to decide on any such matters on which they shall differ, and if such umpire shall die, or refuse, or for seven days neglect to act, they shall forthwith, after such death, refusal, or neglect, appoint another umpire in his place, and the decision of every such umpire on the matters referred to him shall be final:

iv. If, in either of the cases aforesaid, the said arbitrators shall refuse, or shall for seven days after request of either party to such arbitration neglect, to appoint an umpire, it shall be lawful for the Commissioner of Public Works, on the application of either party to such arbitration, to appoint an umpire, and the decision of such umpire on the matters on which the arbitrators shall differ shall be final:

v. The said arbitrators, or their umpire, may call for the production of any document in the possession or power of either party which they or he may think necessary for determining the question in dispute, and may examine the parties or their witnesses on oath, and administer the oaths necessary for that purpose:

vi. The costs of and attending every such arbitration to be determined by the arbitrators shall be in the discretion of the arbitrators, or their umpire, as the case may be:

vii. The submission to any such arbitration may be made a rule of any of the superior courts on the application of either of the parties.

22. The mortgages already granted by the Holdfast Bay Railway Company, Limited, as hereinefore recited, shall, until the same shall be respectively satisfied by the united company (so far as regards the principal sums secured by such mortgages respectively, and the interest due thereon or hereafter to become due thereon), be considered as mortgages of the undertaking and tolls of the united company, and future calls if comprised therein, and such principal sums and interest as aforesaid shall be paid and borne by the united company: And all bonds already issued or given by the Adelaide, Glenelg, and Suburban Railway Company, Limited, as hereinefore recited, shall, until the same shall be respectively paid and satisfied by the united company (so far as regards the principal sums secured and made payable by such bonds respectively, and the interest due thereon or hereafter to become payable in respect of such bonds respectively), be considered as bonds issued or granted by the united company, and such principal sums and interest, as aforesaid, secured by such bonds respectively, shall be borne and paid by the united company, and such mortgages and bonds respectively, and the principal and interest moneys secured thereby respectively, shall, until the same shall be satisfied or exchanged for mortgages or bonds of
of the united company, be a first charge on the undertaking and tolls and other revenue of the united company.

23. All tolls as hereinbefore defined shall belong and be payable to and recoverable by and in the name of the united company.

24. The united company may from time to time borrow on mortgage or bond, or partly on mortgage and partly on bond, such sum or sums of money as may be from time to time authorised and determined on by any general meeting of the shareholders of the united company, for paying off the principal sums secured by the mortgages and bonds so granted, given, and issued respectively by the Holdfast Bay Railway Company, Limited, and the Adelaide, Glenelg, and Suburban Railway Company, Limited, respectively, as hereinbefore recited, and the interest now due or hereafter to become due on such principal sums, and for the making and maintaining the railway as hereinbefore defined, and for the general purposes of the united company and this Act: Provided always that the amount outstanding on mortgages secured on the undertaking and tolls of the united company, or bonds, shall not at any time exceed together the sum of Sixty Thousand Pounds.

25. A statutory declaration made by the secretary for the time being of the united company, in the form or to the effect set forth in Schedule B, endorsed on any mortgage or bond granted, given, or issued by the united company, shall be sufficient evidence of the authority to grant, give, or issue such mortgage or bond, and to borrow the principal moneys thereby respectively secured.

26. If, after having borrowed any part of the money by this Act authorised to be borrowed, the united company pay off the same or any part thereof, or if the united company shall pay off any moneys at the passing of this Act secured by mortgage or bond, it shall be lawful for them again to borrow the amount so paid off, and so from time to time; but such power of re-borrowing shall not be exercised without the authority of a general meeting of the united company specially convened for the purpose, unless the money be so re-borrowed in order to pay off any principal money borrowed by virtue of this Act, or to supply the place of any principal money so borrowed and paid off.

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

28. Subject to the provisions of clause 22 of this Act, the respective
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 one above another by reason of priority of the date of any such mortgage, or of the meeting at which the borrowing of the money secured thereby was authorised, or otherwise howsoever.

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

30. Subject to the provisions of clause 22 of this Act, 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 united company the respective sums mentioned in such bonds and intended to be thereby secured, without any preference one above another by reason of priority of date of any such bond, or of the meeting at which the borrowing of the moneys thereby secured was authorised, or otherwise howsoever.

31. A register of mortgages and bonds shall be kept by the secretary of the united company, and within fourteen days after the date of the giving, granting, or issuing of any mortgage or bond by the united company, 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 united company, or by any person interested in such mortgage or bond, or by any person authorised to act on behalf of any such mortgagee, bond creditor, or person.

32. Any person entitled to any mortgage or bond may from time to time transfer his right or 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 D 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.

33. Within
33. Within thirty days after the date of the execution of each such deed of transfer, if it should 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 united company's secretary, who shall thereupon cause an entry or memorial thereof to be made in the manner 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 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 united company may demand from the person requiring it to be made the sum of Two Shillings and Sixpence, but the united company shall not be bound to make such entry until such sum has been paid, nor shall the united 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 shall, within thirty days after its execution, be transmitted to the united company's secretary for registration.

34. The interest of the mortgage debts 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 united 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 united company.

35. The united company may, if they think proper, fix a day on which the principal moneys hereafter borrowed by the united company, with the 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 repayment thereof, remain unpaid, the person entitled thereto may forthwith sue the united company for the recovery thereof.

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

37. If,
37. 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 in writing of the intention to make such demand has, at least six calendar months before the making thereof, been given to the united company, by or on behalf of the person who, at the time of giving 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 of one week from the day on which such demand is made, remain unpaid, the person entitled thereto may forthwith sue the united company for the recovery thereof.

38. If, in any mortgage or bond, a time for the repayment of the moneys be not fixed, the united 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 a notice, in writing, expressing the intention of the united 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 united company (or if a place has been named for that purpose in the mortgage or bond, then requiring attendance at such place), has, at least six calendar months before the day in such notice named for such attendance, been given by the united company to the person who is at the time of 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, approved of by the united company, 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.

39. 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 united company, or left at its principal office or place of business, and every such notice of an intention on the part of the united 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 united 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 united company, then such notice shall be given.
given by an advertisement published once in the *Government Gazette*, and in some one or more of the newspapers which shall then be published daily in the City of Adelaide.

40. Whenever the united company has given (as in this Act provided) to any mortgagee or bond creditor notice of their intention to pay the principal moneys and interest thereon, at a time when the united 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 united 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 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 united company's principal office or place of business to receive the principal moneys and interest, and to give a proper discharge for the same.

41. All or any of the mortgagees of the united 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 on 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 Ten Thousand Pounds in the whole.

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

43. Whenever any mortgage debt or debts of the united company have, without the consent of the mortgagee, remained unpaid for six months after they became payable, and amount to the sum of Six Thousand Pounds, the person or persons to whom they are due may, after respectively making on the united 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.

44. Every application for a receiver, under either of the last two modes of appointment of receiver.
two sections, shall be made to a Judge of the Supreme Court of
the Province of South Australia not less than seven days after
written notice of such intended application, and the day and hour
thereof, shall have been served upon the united company; 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 united company oppose such application,
after hearing them by counsel acting on behalf of the united com-
pany, appoint some fit person to receive the whole or a sufficient
part of the tolls or moneys liable to the payment of such interest,
or the repayment of such mortgage debt or debts, as the case may
be, until there has been full payment of such interest, and full pay-
ment of such mortgage debt or debts, as the case may be, together
with all costs of the applicants properly or necessarily incurred in
making or in respect of the said application, and also all costs,
charges, and expenses properly or necessarily incurred in receiving
and collecting the aforesaid sum and tolls, and in paying over the
same to the applicants.

45. 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 secretary of the united company, or left at their
principal office or place of business, all tolls or sums of money which
are liable to pay such interest and principal, and which the united
company may receive, shall be paid by the several persons receiving
them, or by the united 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 or their 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.

46. 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 paid by him to the united company.

47. At all reasonable times the united company's books of account
shall be open to the inspection of every mortgagee and bond creditor
of the united 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.

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

49. The united company shall provide trains in sufficient number for ordinary traffic between Adelaide and Glenelg, and shall cause such trains to run hourly on each week day between the hours of seven a.m. and eleven p.m., and shall, except on race days or other special occasions, cause nine trains at the least to be run daily between Adelaide and Glenelg on each line each way, and may demand and take for every passenger conveyed upon either of the said railways between Adelaide and Glenelg, for the use of the railways and cars, and for motive power and every other expense incidental to the conveyance of such passenger, any tolls or charges, provided that as to every passenger travelling or riding in a carriage marked or designated "second-class," the same shall not exceed One Penny per mile, and for every first-class passenger One Penny and One Half-penny per mile; but so that for every passenger conveyed for a distance less than three miles the united 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 united company may demand and take tolls and charges for one mile. Sufficient second-class accommodation for passengers shall be provided by the company with each ordinary train; and the united company may demand and take for every passenger conveyed upon the railway or tramway between Glenelg and Brighton, for the use of the railways and cars, and for motive power and every other expense incidental to the conveyance of such passenger, any tolls or charges not exceeding the sum of Two Pence per mile, but so that for every passenger conveyed for a distance less than three miles the united 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 united company may demand and take tolls and charges for one mile: Provided that for every passenger travelling for a single return journey from Adelaide to Glenelg and back again, or vice versa, the united company shall not demand and take any fare exceeding One Shilling for the return journey second class, and One Shilling and Sixpence for the return journey first class, and for a single journey either way on either line the united company may demand and take for tolls Ninepence for the second class, and One Shilling for the first class: Provided also that the said company shall during the summer months, from the first of October to the thirty-first of March, on every week day, cause a train from Glenelg to reach Adelaide in sufficient time to enable the passengers thereby to proceed northward by the first train leaving the railway station at Adelaide not earlier than seven o'clock a.m.: Provided also that periodical or season tickets shall be issued by the united company at rates not exceeding those charged on the railway between Adelaide and Port Adelaide at the time of the passing of this Act, and shall issue return tickets on demand.

50. The
50. The united company may demand and take for all animals and goods carried on the railways, including tolls for the use of the railways and of cars, 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 thereof, and for any other service incidental to the business or duty of a carrier where any such service shall be performed by the united company), any tolls or charges not exceeding the following—

For one horse, ass, mule, bull, cow, or any beast of burthen, Six Shillings; for two, Ten Shillings; for three, Fourteen Shillings; and Four Shillings per head for every additional horse, ass, mule, bull, cow, or other beast of burthen; for any distance.

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

For every calf, sheep, lamb, goat, dog, pig, or other small animal, up to ten inclusive, One Shilling per head; and for every calf, sheep, lamb, goat, dog, pig, or other small animal, beyond the number of ten, Sixpence per head; but so that the minimum charge to be made shall not in any case be less than Five Shillings:

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 united company may demand and take any tolls or charges not exceeding the following—

For every parcel not exceeding twenty-five pounds in weight, Sixpence, for any distance:

For every parcel exceeding twenty-five pounds and not exceeding fifty pounds in weight, Ninepence:

For every parcel exceeding fifty pounds and not exceeding one hundred pounds in weight, One Shilling:

For every additional fifty pounds, or fractional part of fifty pounds, Threepence:

Provided always 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 parcels" 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 united company may demand and take such tolls and charges as they may think fit.

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

For all goods conveyed on the railways for a distance of less than three miles the united 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 united 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 cases of small parcels and single articles mentioned in the said section, the united company may demand and take tolls and charges according to the number of hundredweights, and if there be a fraction of a hundredweight such fraction shall be deemed a hundredweight:

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

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

For determining the weight of timber not exceeding twenty-five feet in length, the following shall be deemed one ton weight: — Forty cubic feet of cedar logs or bulk 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.

52. The united 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.

53. Every passenger travelling upon the railways 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—in the case of a first class passenger, one hundred and twenty pounds; of a second class passenger, one hundred pounds.

54. The united company shall not be bound, unless they shall think fit, to carry any animals or goods other than passengers' luggage not exceeding the weight mentioned in the preceding section, except by one daily train to be run for that purpose.

55. The united 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 cars any animals or goods; but the person wishing to forward the same shall, if required by the united company, at his own expense and risk, have the same loaded or placed in the car provided by the united company, and shall also, if required by the united company, undertake to have and have the said animals and goods unloaded from and taken out of such car and removed from the united company's premises at his own expense and
and risk, and within a reasonable time after the arrival of the car at the place to which the united company shall undertake to carry the animals and goods. Provided nevertheless that the united company shall not be obliged to carry any live stock, either great or small, upon the line of railway between King William-street and Glenelg.

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

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

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

59. It shall be lawful for the united company from time to time to make by-laws for preventing the commission of any nuisance in or upon any car, or on any of the premises of the united company, and for regulating the travelling upon or using and working of the railways, and the conduct of the officers and servants of the united company, and generally for providing for the management of the affairs of the united company, and carrying out the objects and purposes of this Act; and it shall also be lawful for the united company from time to time to repeal or alter any such by-laws, provided that such by-laws be not repugnant to law, and provided further that the by-laws contained in Schedule E to this Act annexed shall, from and after the passing of this Act, until altered, varied, or repealed by the united company, in pursuance of the power in that behalf contained in this Act, be the by-laws of the united company.

60. 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 united company in such by-laws as a penalty for any 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 united company in the lawful use of the railways, it shall be lawful for the united company summarily to interfere
The production of a written or printed copy of any by-laws of the united company made after the passing thereof, having an impression of the common seal of the united company affixed thereto, shall be sufficient evidence of such by-laws in all courts of law and equity in the said province, and in all cases where the same shall be required to be proved.

A copy of every half-yearly statement and balance-sheet of the united company, duly audited and certified by the chairman for the time being of the united company and also by the auditors thereof, shall be transmitted by the united company, free of charge, to the Auditor-General of the Province of South Australia, on or before the thirty-first day of January or the thirty-first day of July in each year, as the case may be: And if the directors for the time being of the united company shall fail to prepare the said statement and balance, or to transmit copies thereof as aforesaid, the united company shall for every such offence be liable to a penalty of Ten Pounds: And any such statement and balance-sheet shall be open at all reasonable hours to the inspection of the public on the payment of a fee of One Shilling for each such inspection.

The rails of every portion of the railways which pass along or through any street within the City of Adelaide and the Corporate Towns of Glenelg and Brighton, 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 any such street, and in no case shall be so laid as to rise above the level of the road or interfere with the traffic passing across such rails; but it shall be lawful for the united
united company to raise the level of any road, not being a road or street within the Municipality of the City of Adelaide, where it may be found necessary for the purposes of the railways, as shown on the deposited plans, the said united company making compensation to persons whose land, estate, or interest is injuriously affected by such alteration of levels, such compensation to be assessed and ascertained in the manner provided by the “Lands Clauses Consolidation Act.”

66. That George Dutton Green, Samuel Cornish, William Mair, James Harvey, Francis Edgar Grundy, Joseph Robert Murray, George Boothby, Henry Yorke Sparks, Robert Love, William Henry Gray, William Nathaniel Crowder, and Clement Sabine shall be the first directors of the united company from and after the passing of this Act, and such directors shall hold and continue in office subject to the provisions of the articles of association contained in Schedule A to this Act annexed.

67. Except as otherwise provided in this Act, all clerks, officers, and servants who, at the time of the passing of this Act, are in the employment of the Holdfast Bay Railway Company, Limited, and the Adelaide, Glenelg, and Suburban Railway Company, Limited, respectively, shall thereupon become clerks, officers, or servants of the united company, with the same rights and subject to the same obligations and incidents in respect of such employment as they would have had or been subject to as the clerks, officers, or servants of the said respective companies by this Act dissolved, and shall so continue unless and until they respectively are duly removed from such employment by the united company, or until the terms of their employment are duly altered by the united company.

68. All lands of which at the time of the passing of this Act the Holdfast Bay Railway Company, Limited, and the Adelaide, Glenelg, and Suburban Railway Company, Limited, respectively, were the registered proprietors under the “Real Property Act, 1861,” or any amendment thereof, shall, as soon as conveniently may be after the passing of this Act, be transferred by the respective companies, proprietors thereof, for all the estate and interest of such proprietors respectively thereof, by memorandum or memoranda of transfer, to the united company and their successors, subject to any encumbrance or encumbrances affecting such lands respectively; and every such memorandum or memoranda of transfer, having the imprint thereon of the seal of the company, purporting to transfer the same to the united company, and being signed by two of the directors for the time being of the united company, shall, notwithstanding the respective companies are by this Act dissolved, be duly registered as a memorandum or memoranda of transfer made and executed under the provisions of the “Real Property Act, 1861.”

69. Whereas all that piece of land situated in the Hundred of Adelaide, County of Adelaide, containing by admeasurement two acres one rood and thirty-six perches, or thereabouts, being portion of
of the section No. 2031, and bounded as follows, that is to say—
Commencing at a point on the eastern boundary of the said section, distant twenty chains north from the south-eastern corner of the said section; and thence running north along the eastern boundary of the said section, one chain eighty-seven links; thence running in a south-westerly direction to a point in the southern boundary of the said section, distant thirteen chains ninety-eight links west from the south-east corner of the said section, twenty-five chains eighty-six links; thence running east along the southern boundary of the said section one chain eighteen links, and thence running in a north-easterly direction twenty-three chains sixty-nine links, home to the commencing point—has, before the passing of this Act, been purchased and acquired by the Holdfast Bay Railway Company, Limited, for the purposes of "The Holdfast Bay Railway Act, 1878," and the purchase-money therefor, and all compensation payable in respect thereof, has been paid to Her Majesty's Government of South Australia, but no conveyance, land grant, or other assurance thereof hath ever been made, executed, or given to the Holdfast Bay Railway Company, Limited, and it is desirable that the fee-simple of the said piece of land should be vested in the united company and their successors, as hereinafter provided: Be it therefore enacted, that forthwith, after the passing of this Act, the said piece of land, in fee-simple in possession, free from all encumbrances, restrictions, and reservations whatsoever, shall be vested in the Glenelg Railway Company, Limited, their successors and assigns absolutely.

70. All the costs, charges, and expenses of and incidental to the amalgamation, and the applying for, obtaining, and passing of this Act, shall be borne and paid by the united company.

71. It shall not be lawful for the united company to pay any interest or dividend on calls in respect of shares created under or by virtue of this Act out of any capital which the united company is authorised to raise, either by means of calls or of any power of borrowing.

72. The united company shall not, out of any money which the united company is hereby authorised to raise for the purposes of any existing Act, or this Act, pay any deposit or deposits required by the Standing Orders of the Legislative Council to be made for the purposes of any application to Parliament for a Bill for the construction of any other railway.

73. Nothing herein contained shall be deemed or construed to exempt the railways by the said recited Acts, or this Act, authorised to be made, from the provisions of any general Act relating to such other Acts, or of any general Act relating to railways 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 authorised by the said recited Acts or this Act.

74. The
Company not entitled to compensation from Government.

74. The united company shall not be entitled to claim any compensation whatever in respect of the construction by Her Majesty's Government, at any time after the passing of this Act, of any line or lines of railway or tramway, the construction of which may be, or may be supposed to injuriously affect the railway by this Act authorised to be constructed.

Sheds and buildings on South-terrace to be removed.

75. The united company, within six calendar months after service at their registered office of a written notice, signed by the Commissioner of Public Works for the time being, requiring them to remove all the sheds, buildings, and erections then standing and being on that portion of the Park Lands situate at the junction of their railways with South-terrace, and on payment to the united company by Her Majesty's Government of Two Thousand Five Hundred Pounds, and by the Corporation of the City of Adelaide of the sum of One Thousand Eight Hundred Pounds, shall remove all the said sheds, buildings, and erections as now erected there, and the rails, sidings, junctions, and turntables, at present erected or placed upon the said Park Lands, shall be altered so that the same be placed upon the land shown in the plan deposited in the office of the clerk of the House of Assembly at Adelaide, and being of the uniform width of one chain, having for its eastern boundary the line shown in the said plan and thereon marked "proposed eastern boundary." And the united company shall not after such removal erect any sheds or buildings on any portion of the said Park Lands, except on that portion of the lands enclosed for the purposes of the railways marked "station" on the said plan, whereon it shall be lawful for the united company to erect a passengers' station and waiting-room, in accordance with plans to be approved of by the City Surveyor for the time being; and immediately after such removal the united company shall erect sufficient fences, at a uniform distance of one chain apart, so as to enclose the company's railway and sidings from the trespass of great cattle. And from and after the expiration of such six calendar months' notice, and payment of the said sum of Four Thousand Three Hundred Pounds as aforesaid, the right of the united company to occupy any portion of the Park Lands, other than that so to be enclosed of the width of one chain throughout, shall absolutely cease.

Cost of removal to be paid by Government.

76. Until the City Council, by resolution or otherwise determines, it shall be lawful for the united company to use locomotive steam power in propelling trains and carriages from South-terrace along King William-street to Victoria-square, and from thence back again to South-terrace. And the united company shall, on the first day of December yearly, in every year after the passing of this Act, pay to the Corporation of the City of Adelaide a sum not exceeding the sum of Two Hundred Pounds, for the privilege of using steam locomotive power in King William-street while they shall have such privilege. And such annual sum may, at any time after the same shall have become payable, be recovered by distress upon any of the united company's rolling-stock.

77. Notwithstanding
77. Notwithstanding anything in this Act contained everything before the passing of this Act done, suffered, and confirmed respectively, under or by virtue of the several special Acts relating to the Holdfast Bay Railway Company, Limited, and the Adelaide, Glenelg, and Suburban Railway Company, Limited, respectively, shall be as valid as if this Act had not passed; and with respect to all things so done, suffered, and confirmed respectively, the united company shall to all intents represent the said companies respectively hereby dissolved. Except as enacted in the last preceding clause, nothing in this Act, or in the by-laws contained therein, shall be deemed to confer on the said Company any further or additional powers with respect to any streets or park lands situate within the City of Adelaide, with respect to the use in the said streets of steam traction power, than the Holdfast Bay Railway Act of 1878, and the Adelaide, Glenelg, and Suburban Railway Act of 1871, respectively, conferred upon the said companies amalgamated by this Act.

78. The power conferred upon Her Majesty's Government by the seventieth section of the "Holdfast Bay Railway Act, 1878," shall, notwithstanding anything contained in this Act to the contrary, remain in full force and effect, and the power of purchase thereby given shall, in the absolute discretion of Her Majesty's Government, extend and apply to the whole of the railways and undertaking of the united company, or to the railways and undertaking of the Holdfast Bay Railway Company, Limited, alone, or to the railways and undertaking of the Adelaide, Glenelg, and Suburban Railway Company, Limited, to the exclusion of the undertaking of the Holdfast Bay Railway Company, Limited; and it is hereby declared that the annual divisible profits mentioned in the said section shall not be estimated as in that section provided, but shall be such annual divisible profits as would, in the opinion of the arbitrators, have accrued to the undertaking or undertakings proposed to be purchased had the said companies not been amalgamated, and had the said undertakings continued in competition with each other: Provided nevertheless that, in the event of the additional railways mentioned in clause sixteen hereof being completed within the time therein limited, the power by the seventieth section of the "Holdfast Bay Railway Act, 1878," and hereby conferred, shall not be exercised until after the thirtieth day of November, one thousand eight hundred and eighty-three.

79. This Act shall be deemed and taken to be a public Act, and shall be judicially taken notice of as such.

In the name and on behalf of Her Majesty, I hereby assent to this Bill.

WM. F. DRUMMOND JERVOIS, Governor.

SCHEDULES.
SCHEDULES REFERRED TO.

SCHEDULE A.

MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE GLENELG RAILWAY COMPANY, LIMITED.

MEMORANDUM OF ASSOCIATION OF THE GLENELG RAILWAY COMPANY, LIMITED.

1. The name of the Company is the "Glenelg Railway Company, Limited."
2. The objects for which the company is established are:
   i. To provide railway communication between Adelaide and Glenelg and any intermediate towns and places, and railway or tramway communication between Glenelg aforesaid and the Town of Brighton, and any intermediate towns and places, and for such purposes; amongst others to take over and work upon the terms contained in the "Glenelg Railway Act, 1881," the railways and other works more particularly mentioned in such Act.
   ii. The acquiring by purchase, lease, exchange, or otherwise, and upon subject to such terms and conditions and restrictions as may seem meet, all lands, buildings, rights, easements, and things, and all such privileges and concessions of whatsoever nature, or any share or interest therein respectively, which may be necessary, useful, or desirable for the purpose of the said company.
   iii. The purchasing, constructing, building, leasing, and hiring or otherwise obtaining, providing, and supplying steam-engines, railway cars and carriages, and tramway cars and carriages, horses, coaches, omnibuses, trolleys, wagons, railway or other trucks, and vans and other vehicles, and conveyances, machinery, rails, sleepers, and rolling-stock, and all other appliances, plant, materials, goods, commodities, effects, and things necessary, useful, or desirable for the purposes of the company, including the acquiring of patents or concessions, or any interest therein, and the purchasing and accepting assignments of choses in action.
   iv. The erecting, constructing, and maintaining in good order and sufficient repair all such machinery, permanent ways, turntables, works, stations, offices, sheds, stables, and buildings of any kind whatsoever which it may be necessary, expedient, or desirable to erect, construct, or maintain in connection with or as auxiliary to any of the purposes or powers of the company or the carrying out thereof.
   v. The performing all such engineering, surveying, or other work as may be necessary or desirable.
   vi. The fixing, imposing, charging, and taking traffic rates and tolls for passengers, cattle, merchandise, stone, wood, and goods used or being carried upon the said railways or tramways or any of them, and for the use of the said railways or tramways or any of them, by carriages, cars, trucks, or vans belonging to persons, companies, or corporations other than this company, and for passengers, cattle, merchandise, and goods conveyed thereby, and the making of any special or other arrangements or agreements in connection with or in relation to any of the matters or objects aforesaid.
   vii. The making and entering into any special or other agreement or agreements with any person or persons, company or companies, corporation or corporations, for the construction of the said railways and tramways, or any or either of them, or any part or parts thereof respectively, and for paying the said contractors for making the said railways and tramways, or all or any of them, or any part or parts thereof, or for paying any of the debts or liabilities of the company, either wholly or partly, in fully or partially paid-up shares, or otherwise.
   viii. The selling, granting, assigning, leasing (with or without right of purchase), exchanging, transferring, or otherwise parting with or disposing of the business, property, railways, tramways, lands, buildings, rights, easements, privileges, concessions, works, stables, carriages, cars, horses, stock, machinery,
Glenelg Railway Act.—1881.

plant, materials, appliances, goods, commodities, effects, and things of or belonging to the company, or any of them, or any part thereof respectively, to any person or persons, company or companies, corporation or corporations, upon and subject to such terms, conditions, stipulations, and restrictions as may seem expedient.

ix. The making, entering into, and completing any contract, agreement, or arrangement for the purpose of acquiring the right of using the permanent way and other property of any company, partnership firm, or other person carrying on business of a similar nature to the business of this company, or conducive to the carrying out of the several objects, matters, and things for which this company is formed, and by contract, agreement, or otherwise, to give and grant to Her Majesty's Government any company or partnership firm similar rights of using the permanent way and other property of this company, and the making and carrying into effect any working, traffic, or other arrangements and agreements with any person or persons, or partnership firms, or with any other railway, tramway, or carrying company or companies.

x. The doing all or any of the matters or things mentioned in this memorandum of association, either alone or conjointly with any other company, authority, or person, and subject to any special terms or conditions, or otherwise, and the making, entering into, and completing any agreements and arrangements for uniting or amalgamating, either in whole or in part, the business of the company with that of any other company, corporation, partnership firm, or person engaged in and carrying on a similar business, or any business incidental or conducive to the carrying out the objects of the company, and the acquiring an holding shares in any such company.

xi. The applying for, obtaining, accepting, adopting, and carrying into effect or otherwise any further Act or Acts of the Parliament of South Australia for empowering and better enabling the company to attain, effect, and carry out the objects and purposes of the company or any of them.

xii. The issuing of any new capital of the company, either with or without a preferential dividend, or any other special advantage over the capital already issued.

xiii. The raising money by mortgage of the property and effects of the company, or by bonds, debentures, or acceptances of the company.

xiv. The undertaking and carrying out all such powers, purposes, and objects, in addition to, or other than, and in substitution of the aforesaid powers, purposes, and objects as the company may in general meeting or otherwise, as may be provided by the articles of association, from time to time determine.

xv. The doing all such things as are or may be incidental or conducive to the attainment or carrying into effect of the above objects, purposes, and powers, or any of them.

4. The liability of the members is limited.

5. The capital of the company is £94,000, divided into 94,000 shares of £1 each, and subject to be increased, and any new shares by which the original capital may at any time, or from time to time be increased, may be issued with or without the right to a fixed or preferential dividend, or with any other special privileges or advantages which may seem expedient.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set opposite our respective names.

Dated this day of , 1881.

<table>
<thead>
<tr>
<th>Names.</th>
<th>Signatures.</th>
<th>Addresses.</th>
<th>Description.</th>
<th>No. of Shares held by each Subscriber.</th>
<th>Witness.</th>
</tr>
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</table>

ARTICLES
Articles of Association of the Glenelg Railway Company, Limited.

Whereas the several persons whose names are hereunto subscribed have been formed into a joint stock company for the purposes or objects mentioned in the memorandum of association registered herewith, under and subject to the rules and regulations hereunder written for the government of the said company. It is therefore agreed as follows:

1. The regulations contained in the table marked A in the first schedule to "The Companies Act, 1864," shall not, nor shall any of them, apply to this company except so far as the same may be repeated, or contained in these articles, which are substituted for the said regulations.

2. In the construction of these articles the following words and expressions shall have the several meanings hereby assigned to them, unless such meanings are expressly excluded or are repugnant to or inconsistent with the context or subject matter, that is to say:

"Articles of association" shall mean as well these present articles of association as the same shall stand and be in force for the time being, either before or after any alteration which may hereafter be made therein under the power for that purpose hereinafter contained, as any and every supplementary, substituted, or amended articles of association which may be in force for the time being.

"Words importing or signifying the singular number only shall include the plural, and words importing or signifying the plural only shall include the singular."

"Words importing or signifying males only shall extend to and include females."

"The word "company" shall mean the "Glenelg Railway Company, Limited."

"Member" shall mean member or shareholder of the company, and any person whose name for the time being is on the register, whether as sole or joint proprietor with any other person or persons of any share or shares.

"Month" shall mean calendar month.

"Directors" or "board" shall mean the directors for the time being of the company, or such number of the directors as have authority to act under these articles.

"Capital" shall mean the capital from time to time of the company.

"Shares" shall mean the shares from time to time into which the capital may be divided.

"Writing" shall include printing.

"Special resolution" shall mean a special resolution of the company according to the 50th section of "The Companies Act, 1864."

"Person" shall extend to and include partnership, company (incorporated or unincorporated), corporation, Her Majesty's Government of South Australia, any commissioner or member of the said Government, and any officer thereof.

"Plant" shall extend to and include real estate and chattels real.

"The business" shall mean any business or branch kind of business which may at any time or times be carried on by the company.

"The register" shall mean the register of shareholders of the company.

"Property" shall extend to and include unpaid calls and the amount (if any) unpaid or not called up on the shares, or any of them.

"Railway" shall include tramway.

"Secretary" shall mean secretary or acting secretary of the company for the time being.

3. Every member shall, on payment of the sum of one shilling, be entitled to have a copy of the memorandum and articles of association.

4. The business of the company shall include the several objects expressed in the memorandum of association, and all matters which from time to time appear to the directors to be expedient for attaining those objects.

5. Any branch or kind of business which by these presents is either expressly or by implication authorised to be undertaken by the company may, but without prejudice to the power hereinafter given to general meetings, be undertaken by the directors at such time or times after the incorporation of the company as they shall think fit, and further, may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the directors may from time to time deem it expedient to commence or proceed with such branch or kind of business.

6. The business shall be carried on by or under the management of the directors or any person whom they may appoint, subject only to the provisions of the "Glenelg Railway Act, 1881," and these articles, and such control of general meetings, or otherwise, as is hereby provided for.

7. The
7. The registered office of the company shall be at present in King William-street, Adelaide: but the directors may, when, and as they shall think fit, substitute some other place in Adelaide or Glenelg, in lieu thereof, and also establish such branch or other offices in or out of Adelaide, as they shall think fit, and appoint thereto such officers, clerks, and servants as they may deem advisable.

Capital and Shares.

8. The capital of the company (subject to the power to increase the same hereinafter contained), shall be and consist of £94,000, divided into 94,000 shares of £1 each, and shall be distributed in accordance with the provisions of the "Glenelg Railway Act, 1881."

9. The shares shall be numbered in a regular series from 1 to 94,000, both inclusive, and all future shares to be issued as hereinafter mentioned shall, when issued, be numbered in a like regular series, commencing with the number succeeding that of the share last issued, and every share which, under the provisions hereinafter contained, may at any time be forfeited to the company, shall nevertheless continue to be distinguished by the number by which the same was originally distinguished; but, if under the provisions hereinafter contained any share shall be cancelled, the number by which the same was distinguished may be appropriated to any other share, or be treated as unappropriated, as may be thought fit.

10. A person shall be deemed to have accepted shares if, having applied for an allotment of shares, any shares shall have been allotted to him, or if he shall have signed any document admitting that he has accepted shares.

11. With regard to any unsold shares in the company, the directors may, if they think it advisable, determine that the same shall be issued only at such a premium as they may deem fit, or may from time to time sell or dispose of the same on such other conditions as they may consider advisable, whether the shares have or have not been previously forfeited or cancelled under the powers hereinafter conferred.

12. All shares shall be deemed personal estate, and be transmissible as such.

13. Every member shall, on payment of such sum as the directors shall from time to time prescribe, be entitled to a share certificate under the common seal of the company, specifying the shares held by him and the amount paid up thereon.

14. Share certificates may be in the form or to the effect following, that is to say:

GLENELG RAILWAY COMPANY, LIMITED.

Capital, £94,000 in 94,000 shares of £1 each.

This is to certify that is the proprietor of shares, numbered to in the Glenelg Railway Company, Limited, subject to the memorandum and articles of association of the said company.

Given under the common seal of the said company this day of one thousand eight hundred and A. B. Directors of the C. D. said Company.

15. The first share certificates shall be issued free of charge.

16. If any certificate shall be worn out or damaged, then, upon such certificate being produced at some meeting of the directors, it shall be cancelled, and on payment of such sum as the directors may from time to time prescribe, another certificate shall, if he require the same, be given to the person in whom the property of such certificate and of the share therein mentioned shall at the time be vested; or if such certificate be lost or destroyed, then, upon proof thereof and indemnity respectively to the satisfaction of the directors, and on payment of such sum as the directors may from time to time prescribe, a similar certificate shall, if required, be given to the person entitled to the certificate so lost or destroyed.

17. The directors shall not be bound to inquire into the title of any person producing a share certificate, but such production shall be sufficient evidence of the title thereto of the person holding the same; and the company shall be, and are hereby, indemnified and held harmless from any loss which may occur to any shareholder in consequence of the company or the directors causing or permitting the holders of such share certificate to be registered.

18. No notice of any trust, express or, implied, or constructive, shall be entered on the register, or be receivable by the company, and the company shall not be bound to see to the execution of any trust, whether express, implied, or constructive, to which any
any share may be subject; and except as may be otherwise provided by these articles, the receipt of the person in whose name any such share shall stand in the register, or if it shall stand in the names of more persons than one, the receipt of any one of the persons in whose names the same shall stand from time to time shall be a sufficient discharge to the company for any dividend or other sums of money payable in respect of such share notwithstanding any trust to which such share may then be subject, and whether or not the company shall have had notice of such trust, and the company shall not be bound to see to the application of the money paid upon any such receipt.

19. No person shall exercise any rights or privileges of a member until he shall have been registered in the register of members, and shall have paid all calls and other moneys due for the time being on every share held by him.

20. The company shall not, except as may by these articles be otherwise expressly provided, be bound by nor recognise any equitable, contingent, future, or partial interest in any share or any other right in respect of a share than the absolute right hereto in accordance with these articles.

21. No member who shall change his place of abode, or being a female shall marry, and no husband of such last-mentioned member, shall be entitled to receive any dividend, or to vote until notice of the change of name, or abode, or of the marriage be given to the company.

22. Whenever any share shall be forfeited, or duly transferred as hereinafter provided, the previous holder of any such share shall from and after such forfeiture or transfer be subject to no fresh liability in respect thereof or in respect of any subsequent contract of the company. But no shareholder by such forfeiture or transfer shall thereby, as between himself and the company, get rid of any liability to or claim of the company against him in respect of calls, or otherwise, existing at the time of such forfeiture or transfer.

Increase of Capital.

23. The directors may, with the sanction of a special resolution of the company previously given in general meeting, increase the capital by the issue of new shares, such aggregate increase to be of such amount, and to be divided into shares of such respective amounts as the company in general meeting directs; or, if no direction be given, as the directors think expedient; and any such new shares may be issued, if the company in general meeting think fit, with a fixed or preferential dividend, or any other special privileges or advantages which may seem expedient.

24. Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the members in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or, on the receipt of an intimation from the member to whom such notice is given, that he declines to accept the shares offered, the directors may dispose of the same in such manner as they think most beneficial to the company.

25. Any capital raised by the creation of new shares shall be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls, and the forfeiture of shares on nonpayment of calls or otherwise, as is hereinafter provided.

Conversion of Shares into Stock.

26. The directors may, with the sanction of the company previously given in general meeting, convert any paid-up shares into stock. When any shares have been converted into stock, the several holders of such stock may thenceforth transfer their respective interests therein, or any part of such interests in the same manner and subject to the same regulations as and subject to which any shares in the capital of the company may be transferred, or as near thereto as circumstances admit.

27. The several holders of the stock shall be entitled to participate in the dividends and profits of the company according to the amount of their respective interests in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at meetings of the company and for other purposes as would have been conferred by shares of equal amount in the capital of the company, and so that none of the privileges and advantages except the participation in the dividends and profits of the company shall be conferred by any such aliquot part of consolidated stock as would not, if existing in shares, have conferred such privileges or advantages.

Calls
28. The sum of two shillings and sixpence per share, being the application fee, and the sum of two shillings and sixpence per share, being the allotment fee, making together the sum of five shillings per share, is hereby declared to be payable upon all shares hereafter allotted; and every member shall be liable to pay the same, or so much thereof as may from time to time remain unpaid, to the secretary, at the registered office of the company forthwith, and without the necessity of any previous notice or demand whatever.

29. The directors may from time to time make such calls upon the members in respect of all moneys unpaid or deemed to be unpaid, on their respective shares, as they shall think fit, and each member shall be liable to pay the amount of every call so made to the person or bank, and at the times or places and at the time of payment as appointed by the directors, notice of such call having been made and signed by the secretary, or any other officer of the company for the time being, or by one of the directors, shall be given by advertisement four times at least in one or more daily papers, and once at least in some weekly paper published in Adelaide. And the form of such notice shall be as follows, or as near thereto as circumstances will permit:—

GLENELG RAILWAY COMPANY, LIMITED.

Notice is hereby given that a call of per share has been this day made by the directors of the above company, and is payable to the secretary at the registered office of the company on or before the day of 18, and all shares in respect of which the said call remains unpaid at or after the said date will be liable to be absolutely forfeited to the company.

Dated the day of 18

(Signed)

Provided that no call shall exceed five shillings per share, nor be made payable at any shorter period than one month from the next preceding call; and for the purposes of the last proviso, the sum paid pursuant to article No. 28 shall be considered a call.

30. The directors may accept from any person who assents thereto the whole or a part of the amount remaining unpaid on any share or shares held by him, either in the discharge of the amount of a call payable in respect of any other share or shares held by him without any call having been made, and either with or without such rebate or otherwise, as the directors may think fit.

31. A call shall be deemed to have been made at the time when the resolution authorising such call was passed by the directors.

32. If, on or before the day appointed for payment thereof, any member omit to pay the amount of any call to which he may have become liable, then such member shall pay interest on the amount in arrear at the rate of 15 shillings per centum per annum from the day appointed for the payment thereof to the time of actual payment, but without prejudice to the right of the directors to proceed as in the 34th article mentioned.

33. Every shareholder on paying such call or calls shall declare to the secretary of the company the number or numbers of the share or shares in respect of which he pays such call or calls, and the secretary shall not be bound to receive such call or calls if such numbers are not furnished to him.

34. In default of payment of any call on any share, including the sum of five shillings per share declared to be payable by article 28, the directors may, at their discretion, sue for and recover such call, or so much thereof as shall remain unpaid, or forfeit such share or shares in manner hereinafter provided.

Forfeiture of Shares.

35. If any member shall fail to pay any call due on the day appointed for payment, the directors may, at any time thereafter during such time as the call or any part thereof shall remain unpaid, send a notice to him by post directed to him at his address appearing in the register, requiring him to pay such call, or the unpaid portion thereof, together with all interest and expenses that may be accrued by reason of such non-payment.

36. The notice shall name a further day, not to be less than seven days nor more than fourteen days from the date of the notice, on or before which such call or the unpaid portion thereof, and all interest and expenses are to be paid. It shall also name the place or places where payment is to be made. It shall also state that in the event of non-payment at the time and place appointed, the shares in respect of which such call may have been made will be liable to be forfeited.
37. If the requisition of any such notice as aforesaid be not complied with, any shares in respect of which such notice shall have been given may, at any time thereafter, before payment of all calls, interest, and expenses due upon or in respect thereof has been made, be declared to be forfeited by a resolution of the directors to that effect, of which resolution a minute shall be entered in the books of the company, and thereupon (unless such forfeiture be waived as hereinbefore mentioned) such shares shall, as against such member, and any other person or persons whatsoever, be absolutely forfeited, and that without the necessity of giving such member any further notice; and no such forfeiture shall be impeached, or be liable to be impeached, by reason of any irregularities in the form of service of the notice in the last preceding articles mentioned.

38. In case the whole or any part of the business or assets of the company shall be sold, or in case the company shall be amalgamated with any other company in accordance with the powers for that purpose herein contained, and the whole or any part of the consideration for such sale or amalgamation shall consist of shares of any other company, and any member of this company shall neglect or refuse to comply with any regulation which may be made affecting the shares of the company for the purpose of carrying such sale or amalgamation into effect, it shall be lawful for the directors to forfeit the share to which any person who shall so neglect or refuse, as aforesaid, may be entitled, and any share so forfeited may be cancelled or sold, or otherwise dealt with as the directors may determine.

39. The directors may, if they think fit, accept the surrender and forfeiture of his shares by any shareholder desirous of surrendering and forfeiting them on such terms as the directors may approve.

40. Every share forfeited or surrendered under any of the preceding articles, or under the provisions of the Glenelg Railway Act, shall be deemed to be the property of the company, and may be sold or re-allotted, or otherwise disposed of for the benefit of the company, and transferred or dealt with in such manner as the directors shall think fit, or the same may be cancelled.

41. Any member whose shares may have been forfeited or surrendered shall, notwithstanding, be liable to pay to the company all calls owing upon such shares at the time of the forfeiture or surrender thereof.

42. A certificate in writing, with the seal of the company attached, and under the hands of two directors, and countersigned by the secretary or acting secretary, that a share or shares has or have been duly forfeited in pursuance of these presents, and stating the time when forfeited, shall be conclusive evidence in any court of law or equity, or elsewhere, of the facts therein stated against all persons, and of the title of the company to dispose of the same; and such certificate may be given at any time by any two directors and the secretary as aforesaid, or entered in the minute or other books of the company for future reference.

43. It shall be lawful for, but not imperative upon, the shareholders present at any general or special meeting at any time within six calendar months after any forfeiture of any share shall have accrued to cancel the said forfeiture, and to authorise the directors to receive the instalment or call, with the interest thereon, or to accept such satisfaction for any other default by which the forfeiture may have accrued as they may think fit, and to receive from the defaulter such sum of money by way of redemption for the default as may be decided on at such meeting, and thereupon to remit such forfeiture, and restore the share to the original owner thereof as if no forfeiture had accrued; but no share, bona fide sold or disposed of under article 42, shall be redeemable after such sale or disposal.

44. The directors may, should they think fit, subject to the provisions of these articles, with respect to any share which is fully paid up, or with respect to stock, issue under their common seal to any share or stock holder a warrant stating that the bearer of the warrant is entitled to the share or shares or stock therein specified; and may provide by coupons or otherwise for the payment of the future dividends on the share or shares or stock included in such warrant hereinafter referred to as a share warrant.

45. The directors may charge a fee of not exceeding five shillings on issuing each share warrant.

46. The bearer of a share warrant shall, upon payment to the company of a fee for each warrant of two shillings and sixpence, and on surrendering such warrant for cancellation, be entitled to have his name entered as a member in the register.

47. Every bearer of a share warrant shall be deemed to be a shareholder in the company to the extent of the shares or stock specified in such share warrant, but shall...
shall not in respect of such shares or stock be qualified to be a director of the company.

Transfer and Transmission of Shares.

48. The person appearing in the register to be the holder of any share shall be entitled, subject to the articles in manner herein expressed, to sell and transfer such share to any person not being an infant, lunatic, or under any legal disability.

49. The instrument of transfer of any share in the company shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register of shareholders in respect thereof. Shares in the company shall be transferred in the following form:—

I hereby transfer to the said [or shares] numbered in the books of the Glenelg Railway Company, Limited, to the said his executors, administrators, and assigns, subject to the several conditions on which I hold the same at the time of the execution hereof, and I the said do hereby take the said share [or shares] subject to the same conditions.

As witness our hands this day of , 18.

[Witness]

50. The transfer shall be presented to the company, accompanied by the certificate of the share to be transferred, and such evidence as the directors may require to prove the title of the transferor. The directors, nevertheless, shall have the option of refusing to allow or register the proposed transfer, provided that written notice of such refusal be posted to the proposed transferor or left at his registered address within seven days after such transfer shall have been presented, and if notice of such refusal be not given in manner and within the period aforesaid, the directors shall be deemed to have approved and assented to such transfer, and thereupon and upon payment of a fee for registration not exceeding one shilling per share certificate, shall with all reasonable speed register the transferee as a member, and when registered, the instrument of transfer shall be deposited with and kept by the company: Provided always that in the event of a refusal of the directors pursuant to this article to register any transfer, the proposed transferor may at any time within three months after the posting or leaving the said notice, appeal to any special or general meeting against such refusal, and such meeting may direct the directors to register such transfer.

51. The directors may refuse to register the transfer of any share made by a member whilst he or any joint holder of such share is indebted to them, either solely or jointly with any other person upon any account whatsoever except in respect of the uncalled amount due on such share, and in such case the refusal of the directors shall be final, and the company shall have a primary lien upon all such shares of any member for the amount of any debt due from him to the company either solely or jointly with any other person, and the company may absolutely sell and dispose of all or any of the shares of any member so indebted to them, and may transfer any such shares and apply the proceeds of such sale in or towards payment of the debt due from him as aforesaid, and the consent of any such member shall not be necessary for giving validity to any sale, disposition, or transfer, and the purchaser of any shares shall not be bound to ascertain whether any such power of sale shall have arisen or been properly exercised, and a resolution of the directors that such sale shall be made, and the entry of the name of the purchaser in the register as the holder of shares shall confer a good title on the purchaser as against all persons whatsoever, whether claiming under these articles, or otherwise howsoever, and exempt the purchaser from all liability in the respect of the purchase-money.

52. A register of transfers shall be kept, and the same may be closed for any period not exceeding fourteen days immediately preceding each ordinary general meeting in each year; and also at such other time as the directors may deem expedient, so that the same be not closed for any greater period in the whole than thirty days in any one year.

53. The executors and administrators of a deceased member shall be the only persons recognised by the company as having any title to his shares, except in the case of shares held by two or more persons jointly, and subject to the provisions of these articles.

54. When any shareholder shall be an infant, or be or become lunatic or an idiot, or bankrupt or insolvent, within the meaning of any Act for the time being in force...
force for the relief of bankrupts or insolvent debtors, or being a female shall marry, his or her guardian, committee, assignee, or husband (as the case may be) shall be entitled, subject to the provisions herein contained, to require any share for the time being standing in the name of such shareholder to be transferred in the books of the company into the name of such guardian, committee, assignee, or husband, as the case may be.

55. Every such guardian, committee, assignee, husband, executor, or administrator as aforesaid, shall, if required, before being entitled to have any such alteration made in the register of shareholders, leave at the registered office of the company for the space of seven days, a notice in writing of his desire in that behalf, and shall also for the like space, if required, leave the decree, order, or other instrument under which he claims, or official or attested copies of or extracts from the same, and shall also furnish or adduce such other evidence (if any) of his title as the directors shall think fit to call for; but neither this provision nor any entry in the books of the company of any such instrument or evidence of title shall bind the company to take any notice of, or to see to the execution of any trust, whether express, implied, or constructive, in relation to any such share.

56. Any person who has become entitled to a share in consequence of the death, bankruptcy, or insolvency of any member, or in consequence of the marriage of any female member, may, instead of being himself registered, elect to have some person to be named by him registered as a transferee of such share.

57. The person so becoming entitled shall testify such election by executing to his nominee a transfer of such shares, and such election and transfer shall be subject to the approval and assent of the directors.

58. The directors shall, within seven days after such transfer, as in the last preceding article mentioned, shall have been presented to them, give notice by post to the proposed transferee, at his last known address, whether or not they approve or assent to such election, and if such notice is not given in manner and within the time aforesaid, the directors shall be deemed to approve and assent to such election and transfer, and they shall thereupon register the same accordingly, and in case of refusal by the directors to assent to such election and transfer, the proposed transferee shall have the right of appeal to a general meeting, as provided for by article 50.

General Meetings.

59. All meetings of the company shall be held in Adelaide or Glenelg, at such place or places as the directors may from time to time determine.

60. The first general meeting shall be held in the month of November, 1881, at such time as the directors may determine.

61. Subsequent general meetings shall be held on such day in November and May respectively in every year, and at such time as may be determined by the directors.

62. The above-mentioned general meetings shall be called ordinary general meetings, all other general meetings shall be called extraordinary.

63. The directors may, whenever they think fit, and they shall, upon a requisition in writing by not less than forty of the members holding in the aggregate not less than three thousand shares, convene an extraordinary general meeting.

64. Any requisition so made by the members shall express the object of the meeting proposed to be called, and shall be left at the registered office of the company.

65. Upon the receipt of such requisition the directors shall forthwith proceed to convene an extraordinary general meeting. If they do not proceed to convene the same within seven days from the receipt of such requisition, the requisitionists, or any other members holding the required amount of capital, may themselves convene such meeting.

66. Seven days' notice at least, specifying the time and place of meeting, and the purpose for which the meeting is to be held, shall be given to the members in manner hereinafter mentioned, or such other manner as may be prescribed by the directors; and no business shall be transacted at such meeting other than that mentioned in such notice, but the non-receipt of such notice by any member shall not invalidate the proceedings at any general meeting.

67. No business shall be transacted at any general meeting except the declaration of a dividend, unless a quorum of members be present personally, or by proxy, at the commencement of such business, and such quorum shall be and consist of thirty or more shareholders, holding not less than 3,000 shares in the aggregate.
68. If, within fifteen minutes from the time appointed for the meeting, the required number of members be not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at such time and place as the directors may appoint; and at such adjourned meeting a quorum shall be twenty, and the aggregate number of shares 1,000; and if that number of members be not present, it shall be adjourned sine die, and no business shall be transacted except the declaration of a dividend.

The chairman (if any) of the board of directors shall preside as chairman at every meeting of the company.

70. If there be no such chairman, or if at any meeting he be not present at the time of holding the same, or shall decline to take or shall retire from the chair, the directors present shall choose some one of their number to preside thereat; and if no director be then present and willing to take the chair, or if any such member shall retire therefrom, the members present shall choose some one of their number to be chairman at such meeting.

71. The chairman presiding at any meeting may, with the consent of the meeting, adjourn such meeting from time to time, and from place to place; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

72. Whenever any general meeting shall be adjourned for more than seven days, three days’ notice at least shall be given of such adjournment, and of the time and place of such adjourned meeting.

73. At every general meeting all questions shall be determined by a show of hands, unless before the close of the meeting a poll be demanded in writing on any question by ten or more members present in person representing in the aggregate not less than 500 shares; but no poll shall be allowed on a vote on the appointment of the chairman, or on a question of the adjournment of the meeting.

74. In case of an equality of votes upon any question the chairman of the meeting shall have a casting vote in addition to any votes he may be entitled to as a member.

75. If a poll be demanded in manner aforesaid the same shall be taken in such manner and at such time and place as the chairman presiding at the meeting at which the poll is demanded shall direct, and the chairman may adjourn the meeting for a reasonable time to permit of the taking of such poll, and the result of such poll shall be deemed to be the resolution of the company in general meeting.

76. Minutes of the proceedings at every meeting shall be entered and kept in a book, and the minutes so entered shall be signed in the said book by the chairman of the meeting, or in case of his refusing or neglecting to sign the same for thirty-five days after the meeting, then such minutes may be signed by any four members entitled to vote and be present, and who were actually present at the meeting, and the said book when so signed shall be conclusive evidence that the proceedings minuted therein and purporting to be so signed as aforesaid were regular and actually took place as minuted at a meeting duly convened and held, and shall be binding on all the members of the company.

77. Any meeting of the company not duly called and held shall be considered, in respect of the proceedings so minuted as aforesaid, as having been duly called and held, and such proceedings shall be binding and effectual unless annulled at a special general meeting called for the purpose and held within three calendar months after the holding of such irregular general meeting.

78. After the chairman of any meeting shall have declared the meeting to be over and shall have left the chair no business or question shall, on any pretence whatever, be brought forward or discussed.

Powers of General Meetings.

79. General meetings are empowered to do any of the things following, that is to say:

i. To declare dividends (subject as hereinafter provided) and to consider and deal with the accounts and reports presented by the directors, auditors, and secretary in the ordinary course of their duty.

ii. To compel the production of books, &c., belonging to the company.

iii. To vote the remuneration of the directors and auditors as hereinafter provided for.

iv. To confirm or otherwise dispose of any acts of the directors which may require confirmation.

v. To declare dividends, to compel production of books, &c., belonging to the company, to vote remuneration of directors, &c., to confirm acts of directors.
v. To fill up any office which may be vacant, and which by these articles the directors are not empowered or have for any reason omitted to fill up, and also to fill up any office which may become vacant at such meeting and be required to be filled up.

VI. To consider and deal with any forfeiture of shares, any refusal to register transfers of shares as hereinbefore provided, and any question, matter, or thing affecting the interests or relating to the affairs of the company which may arise upon the transaction of the aforesaid business or any part thereof.

VII. To transact any other business which a general meeting is, by these articles, authorised to transact without notice.

Powers of Extraordinary General Meetings.

80. Any extraordinary general meeting is empowered to do the following things (due notice thereof having been given), that is to say:—

I. To authorise the directors to charge or to borrow on mortgage of the property of the company, or on the bonds of the company, or partly on some and partly on others of such securities, or on any securities which may be available, and which the meeting may approve, such sum or sums of money beyond or in addition to or other than the sum of £10,000 which the directors are herein-after authorised to borrow as may seem expedient; and if after borrowing any part of the money which may be authorised by such meeting to be borrowed, the directors pay off the same, or any part thereof, they may again borrow the amount so paid off, and so on from time to time, provided always that such power of re-borrowing shall not be exercised without the consent of the members in general or extraordinary general meeting assembled, unless the money be so re-borrowed in order to pay off any existing mortgage, bond, or other security given by the company.

II. To dissolve the company under the provisions in that behalf hereinafter contained.

III. To sell the whole or any portion of the business, plant, and other property belonging to the company, or to associate and amalgamate the company in co-partnership or otherwise with any other joint stock company, upon such terms and generally in such manner as to the meeting sanctioning or authorising such sale or association and amalgamation may seem expedient, or as the directors may think fit.

IV. To determine in, to, from, and between what townships and places the company shall construct and maintain railways or tramways, or both.

V. To authorise the directors to purchase such freehold or leasehold property as may be deemed advisable, and also to sell or let on lease or otherwise to any person or persons all or any portion of the lands belonging to the company, and to grant underleases for such term of years, at such rent, and under and subject to such covenants and conditions as the meeting may consider best for the interest of the said company.

VI. To determine whether or not any objects in addition to and other than those set forth in the memorandum of association shall be undertaken by the company.

VII. To amend, add to, or repeal all or any of the clauses or provisions of the articles of association of the company which may be in force for the time being, and otherwise to alter the constitution of the company as may be thought proper, provided always that every alteration or addition intended to be made in such articles of association shall be fully set out in the notice calling such meeting; provided, nevertheless, that nothing in this article shall extend to any of the articles or other regulations of the company, or to the repeal or alteration thereof which provide for the limitation of the liability of the members.

VIII. To increase the capital of the company by the issue of new shares either with or without a fixed or preferential dividend or any other special advantage over the capital already issued.

IX. To exercise all powers and all acts which any general meeting whatsoever may lawfully do by virtue of these articles, or which may be necessary for carrying into effect the objects of the company or any of them.

Votes of Members.

81. No member shall be entitled to take part in the proceedings or to vote at any meeting unless all calls due from or payable by him have been paid.

82. Every
82. Every member shall be entitled to one vote in respect of every three shares held by him.

83. At every meeting all elections and all questions whatsoever shall be decided by a majority in number of the votes, provided always that previously to taking the votes at any meeting in case any shareholder present at such meeting shall demand it, two scrutineers shall be appointed, one by the chairman of the meeting, and one by show of hands of the shareholders present personally or by proxy.

84. If any shareholder be a lunatic, idiot, or non compos mentis, the vote in respect of his share or shares shall be by his committee or curator, and if any shareholder be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians, if more than one.

85. When any share or shares is or are registered in the names of two or more persons, the person whose name stands first in the register shall, for the purpose of voting at any general meeting, be deemed the sole proprietor thereof, and the vote of such first-named shareholder shall be allowed as the vote in respect of such share or shares without proof of the concurrence of any of the persons interested therein, but in the event of the person whose name stands first in the register not being present at any meeting personally or by proxy, it shall be lawful for any other person having an interest in the share or shares to attend and vote at such meeting if his name appears upon the register.

86. Members, or their duly qualified attorney, may vote personally or by proxy at any meeting. Every such proxy shall be a member, and be appointed in writing signed by the member or his attorney, or if the appointor be a corporation, under their common seal, and any committee, curator, or guardian may appoint such proxy.

87. The instrument appointing a proxy shall be in the form or to the effect following, that is to say—

GLENELG RAILWAY COMPANY, LIMITED.

I, being a member of the Glenelg Railway Company, Limited, and entitled to vote hereby appoint of as my proxy to vote for me and on my behalf at the [ordinary or extraordinary, as the case may be] general meeting of the company to be held on the day of next, and at any adjournment thereof [or at any meeting of the company that may be held in the year 18] , as witness my hand this day of 18 .

Signed by the said

in the presence of

88. The instrument appointing a proxy shall be deposited at the registered office of the company before the time of holding the meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

89. No objection shall be made to the validity of any vote excepting at the meeting at which such vote shall be tendered, or at the meeting (if any) to which the proceedings of such meeting shall be reported in the regular course of business, and every vote, whether given in person or by proxy, not disallowed at any one of such meetings shall be deemed valid for all purposes whatsoever.

Directors.

90. George Dutton Green, Samuel Cornish, William Mair, James Harvey, Francis Edgar Grundy, Joseph Robert Murray, George Boothby, Henry Yorke Sparks, Robert Love, William Henry Gray, William Nathaniel Crowder, and Clement Sabine, shall be the first directors of the said company, and shall hold office until the general meeting, to be held in the month of November, 1881, at which general meeting seven directors shall be elected in the place of the twelve directors so retiring, but such retiring directors shall be eligible for re-election, and thereafter at every subsequent general meeting, to be held in the month of November of every succeeding year two directors shall retire, such two being the two who have been longest in office without re-election. And, in the event of all having been in office for the same length of time, the two directors to retire shall be ascertained by lot; and in the event of only one having been longest in office, and all the others having been in office the same length of time, such one shall retire, and the other directors to retire shall be ascertained by lot amongst those who have been the same length of time in office, and in any other case the two directors to retire shall be ascertained by lot amongst those who have been longest in office.

91. Each director shall at his election, and during the term of his office, be the registered holder of not less than three hundred shares in the company in his own right,
right, and shall deposit the certificates of the shares forming such qualification with the secretary for the time being of the said company.

92. At the general meeting to be held in the month of November, 1881, and every general meeting thereafter, to be held in the month of November, new directors shall be elected in the place of the directors going out under clause 90.

93. Whenever a casual vacancy shall occur in the office of director by any means whatever, the directors shall be empowered to elect a duly-qualified member to fill the vacant office until the next ordinary general meeting of the company to be held in accordance with these articles of association, when such meeting shall elect a director to fill the vacant office.

94. Any director going out of office may be immediately, or at any time afterwards, re-elected.

95. Every member who may intend to propose a candidate for the office of director shall give notice in writing of such intention with the secretary at least fourteen clear days before the day of election; but the provisions of this article shall not apply in the case of a retiring director who offers himself for re-election.

96. At every annual general meeting the directors going out of office shall, for the purpose of that meeting, be considered as directors in office until the end of that meeting, or any adjournment thereof, or until their successors are appointed.

97. Any director may, at any time, vacate his office by notice in writing to the secretary or leaving it at the registered office of the company, and the office of such director shall become vacant on the acceptance of his resignation by the directors, and not before.

98. If, at any meeting whereat any election of directors ought to be held, no such election takes place, the meeting shall stand adjourned to the same day in the next week, at the same time and place; and if at the adjourned meeting no election take place, the directors who might have been bound to retire shall continue in office until the then next ordinary meeting, and so on from time to time until their places are filled up.

99. The company may at any ordinary general meeting in the month of November in any year increase or reduce the number of directors, and may also determine in what rotation such increased or reduced number is to go out of office, and may alter the qualification for the office of director.

100. The remuneration to be paid to the first directors for their services up to the ordinary general meeting in November, 1881, and the remuneration of the future directors, shall be determined by the company in general meeting.

101. The office of any director shall be vacated if he accept or hold any other office under the company, if he become insolvent or compound with his creditors, or if he be declared lunatic or become of unsound mind, if he be absent from the board more than eight consecutive weeks without the consent of the board, if he cease, except as in these articles otherwise provided, to hold the required number of shares that would qualify him for the office, if he shall send in his resignation in writing to the directors, and such resignation shall be accepted by them as aforesaid, if he shall be removed by a resolution of an extraordinary general meeting; provided always that all acts done by such person as director, or by board, or by any committee of which he was a member before the discovery of such disqualification shall be valid, effectual, and binding as upon such person, the company, the directors, and officers of the company, and all other persons whatsoever.

102. The company in extraordinary general meeting may, by a resolution, remove any director before the expiration of his period of office, and appoint a qualified member in his stead.

Powers and Proceedings of Directors.

103. The directors shall hold board meetings periodically at the company's offices at such fixed times as shall, from time to time, be appointed by the board, and shall also hold special board meetings whenever the chairman or any two directors shall, by giving two days' previous notice in writing to each director of the time and place of meeting, convene the same, and every such meeting shall adjourn at pleasure.

104. Until the ordinary general meeting, to be held in the month of November, 1881, five directors shall form a quorum, and shall be enabled to exercise all authorities vested in the directors generally, and thereafter three directors shall form a quorum with like powers.

105. The directors shall elect one of their body to be their chairman, and determine or shorten the period for which he shall retain office, and such chairman shall be the chairman of the company during the same period, and on the termination of his office
office the retiring chairman, if still a director, shall be reeligible to the office of
chairman, and any vacancy in the office shall be supplied by the election of another
director, and at every board meeting the chairman of directors, if present and willing
to act, shall take the chair, and in his absence or on his refusal, and during any
vacancy in the office, any director present may be chosen by the meeting to take the
chair thereat.

106. All questions which may come before the board of directors shall be decided
by a majority of the votes of the directors present, each such director, including the
chairman, having one vote only, but in case of an equality of votes the chairman shall
be entitled to an additional or casting vote.

107. The directors shall provide for the safe custody of the seal, and it shall not
be used except by the authority of the board.

108. Every deed or instrument to which the seal is required to be affixed shall be
signed by two directors and countersigned by the secretary.

109. The following powers are hereby vested in the directors, that is to say, the
directors are authorised:—

1. To pay all costs, charges, and expenses whatsoever, including solicitors' and
other charges, and whether preliminary or otherwise, that may have been incurred in
and relating to the incorporation, amalgamation, getting up, and formation of the
company, and the negotiations therefor, including all expenses in and about the
procuring of the Act of Parliament authorising such amalgamation, the preparation of
the memorandum and articles of association, and the registration and incorporation of the company under
"The Companies Act, 1864."

II. To carry into effect all or any of the objects of the company as expressed in
the memorandum of association, subject always to such control and
sanction of the general meetings as in the memorandum of association and
these articles is provided.

111. To exercise all or any of the powers given to the company by any special
Act or Acts of Parliament relating to the company, or by the memorandum
of association, subject always to such control and sanction of general meetings
as in the memorandum of association and these articles is provided.

11v. To determine the route of any railway or tramway.

v. To provide suitable offices for the use of the company, and to do all acts
necessary and proper for that purpose, and to take such offices on lease
or otherwise.

vi. To buy or take on lease, or otherwise acquire, any real property requisite, or
demed to be requisite, for the purposes of the company upon such terms as they may deem advisable, either for cash or on credit, and to
give or grant any mortgage or mortgages for securing the whole or any
portion of such purchase-money, and that either with or without the
sanction of any general meeting of the company, and to re-sell, let, sublet, hire, or otherwise deal with the same, and to erect any
building, whether for dwelling-houses, offices, stables, sheds, or otherwise,
for the purposes of the company.

vii. To purchase, construct, take on lease, or hire, all engines, carriages, cars,
vehicles, conveyances, horses, machinery, plant, material, effects, and
things necessary or considered to be necessary for the purposes of the company.

viii. To appoint solicitors, bankers, managers, secretaries, engineers, surveyors,
agents, and other officers, clerks, workmen, and servants, as may be
required for the general management of the company as occasion may
require, and from time to time to remove the present or any future
solicitors, bankers, managers, engineers, surveyors, and secretary, all or
any of them, or any other officers or servants of the company, and
appoint others in their stead, and to fix the amount of remuneration to
be paid to them respectively.

ix. To enter into any special or other agreement or agreements for the purpose
of carrying out or completing any of the purchases, arrangements, or
objects set forth or implied in the memorandum of association, and to
execute all deeds, agreements, receipts, and other documents they may think
necessary, and for that purpose to use, when necessary, the
company's seal.

x. To institute, conduct, and compromise, or abandon, as they may think
expedient, any legal proceedings relating to the property or affairs of the
company.

xi. To
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To submit to arbitration any matter of difference between the company and any other person or persons.

To compound or abandon any debt due to company.

To authorise member of board to make, accept, and endorse bills of exchange, &c.

And otherwise to draw, endorse, or accept bills of exchange.

To apply to Parliament for further powers.

To give credit.
To take security.

To borrow from the company’s bankers.

To mortgage or give bonds.

To deposit as equitable mortgage.

Cheques signed by two directors and secretary.

To issue shares.

And to have entire management of affairs of company, subject to powers of general or extraordinary general meetings of company.

Provision for vacancies.

Director disqualified from voting in respect of contract in which he may be interested.

Directors may delegate their powers to one of board to committees.

xi. To submit to arbitration any matter of difference between the company and any other person or persons.

xii. To compound for or abandon any debt owing to the company, and to give time for payment thereof.

xiii. From time to time, and subject to such regulations as may be made by them, to authorise any of their board to make, accept, and endorse, on behalf and in the name of the company, bills of exchange and promissory notes.

xiv. To draw, accept, make, and endorse, any bill of exchange or promissory note that may be necessary for the purpose of the business of the company, which bills of exchange or promissory notes shall be drawn, accepted, made, and endorsed, respectively, by two of the directors, and countersigned by the secretary.

xv. From time to time, whenever they shall think it necessary or expedient so to do, to apply on behalf of the company for any Act or Acts of Parliament of the Province of South Australia, for empowering and better enabling the company to effect the objects and purposes of their undertaking, or any of them.

xvi. To give credit to the customers of the company, and to take such security by mortgage of real estate, or otherwise howsoever, for any debts due to the company, as the directors may think fit.

xvii. To borrow on behalf of the company—but only from the company’s bankers—such sum or sums of money, not exceeding in the whole ten thousand pounds, as the directors may think fit, and also such further or additional or other sum or sums of money as may from time to time, and by the company in general meeting, be authorised to be borrowed. And for the purpose of effecting or completing any such loan or security as aforesaid, the directors may, in their discretion, make and execute any mortgage, bond, or other instrument or instruments in such form as may be agreed upon by them, under the common seal of the company, and under the hands of two of the directors and the secretary of the company for the time being, or may deposit by way of equitable mortgage, or otherwise, any of the documents or instruments of title of property of the company, and either with or without powers of sale, or other special provisions, and generally as they may deem advisable.

xviii. All cheques upon the company’s bankers shall be signed by two directors, and countersigned by the secretary.

xix. To issue any of the shares of the company, whether forming portion of the original capital, or that by which it may from time to time be increased, wholly or partially paid up, and if partially, then to fix the amount to which the same respectively shall be paid up.

xx. And generally to exercise (subject to the power of the general or extraordinary general meetings of the company) the entire management, superintendence and control of and over the affairs of the company for the purpose of carrying out all or any of the objects of the company, as set forth in the memorandum of association, and for all or any of these purposes from time to time to make such rules, by-laws, and regulations, as they may think fit, for conduct of the business and affairs of the company, and the management of the property belonging to the company, and to make others in their stead as to such directors may seem expedient.
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regulations that may be imposed on him or them by the board appointing him or them. The directors may also from time to time by any writing not under seal or by letter of attorney under seal, appoint any person or persons, jointly or severally, to act for the company either in or out of the said province, and for that purpose may delegate to the attorney or attorneys so appointed such of the powers hereby given to the directors as they, the directors, may think fit, and any such appointment may recall, revoke, supersede, or suspend.

113. A committee may elect a chairman of their meetings if no such chairman be chosen, or if at any meeting he be not present at the time appointed for holding the same, the members present shall choose one of their number to be chairman of such meeting.

114. A committee may meet and adjourn as they think proper. Questions at any meeting of a committee shall be determined by a majority of votes if the committee present, and in case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

115. All acts done by any meeting of directors or committee, or by any person acting as chairman or as a director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any member of such board or committee, or that they or any of them were disqualified, be as valid as if every such person or persons had been duly appointed and were or was duly qualified.

116. The directors shall cause minutes to be made in books provided for the purpose—

1. Of the appointment of the officers made by them.
2. Of the names of the directors present at each meeting thereof.
3. Of all regulations and by-laws made by the board; and
4. Of all resolutions and proceedings of meetings of the company and of the board respectively.

117. Any such minute as aforesaid, if purporting to be signed by the chairman of such meeting of a board, or by the chairman of the next succeeding meeting, or by a director present when such resolution was passed, shall be received in evidence in all proceedings, and, until the contrary be proved, every general meeting of the company and meeting of directors in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened, and all resolutions passed therein or proceedings held to have been duly passed and had.

118. Notice of every change in the situation of the registered office of the company shall forthwith be given to the registrar of companies.

119. The directors shall always provide that the name of the company shall be kept painted or affixed to or on the outside of every office or place in which the business of the company is for the time being carried on, in a conspicuous position in letters easily legible, and also that the name of the company be engraved in legible characters on its seal, and that its name be mentioned in legible characters on all notices, advertisements, and other official publications of the company, and all bills of exchange, promissory notes, endorsements, cheques, and orders for money or goods purporting to be signed by or on behalf of the company, and on all bills of lading, invoices, receipts, and letters of credit of the company.

120. Any resolution of the board, whereof notice shall have been given in writing to every shareholder in the Province of South Australia according to his last registered address, if approved of or sanctioned in writing (each signature to such writing to be attested by one witness) by members holding three-fourths of the shares in the company, shall be as valid and effectual as a resolution of the company in general meeting assembled, or as a special resolution, as the case may be, excepting resolutions providing for the repeal of any clauses of these articles, or of the memorandum of association limiting the liability of the members of the company, or for the dissolution of the company, or its amalgamation with any other company or co-partnership.

Accounts.

121. The directors shall cause true accounts to be kept—

1. Of the plant and stores and stock-in-trade of the company.
2. Of the sums of money received and expended by the company, and the matters in respect of which such receipt and expenditure shall take place; and
3. Of the credits and liabilities of the company, and of all matters necessary for showing the true state and condition of the company; and the accounts shall be kept in such books and in such manner as the directors shall think fit.

122. At every ordinary general meeting, to be held in the month of November, the
the directors shall lay before the company in general meeting a statement of the income and expenditure made up to date not more than two months before such meeting.

123. The statements so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it shall have been derived, and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other like matters—every item of expenditure fairly chargeable against the half-year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting: And in case when any item of expenditure which may in fairness be distributed over several years shall have been incurred in any one year, the whole amount of such item shall be stated, with the additions of the reasons why only a portion of such expenditure is charged against the income of the year.

124. A balance-sheet shall be made out every six months, and shall be laid before the general meeting of the company held in the months of November and May: and such balance-sheet shall contain a summary of the property and liabilities of the company.

125. A printed copy of such balance-sheet shall, previously to such meeting, be sent to the registered address of every member.

126. Every such balance-sheet shall be accompanied by a report of the directors as to the state and condition of the company.

127. Any special arrangements in respect of the accounts of the company other than those before-mentioned may, however, be made by the directors.

Audit.

128. Twice at least in every year the accounts of the company shall be examined, and the correctness of the balance-sheet ascertained by two auditors.

129. There shall be two auditors, one to be a shareholder in the company, and the other a non-shareholder in the company. Retiring auditors shall be eligible for re-election. The directors are hereby authorised to appoint the first auditors, who shall continue in office until the general meeting in November, 1882.

130. The remuneration of the auditors shall be fixed by the directors up to the general meeting, to be held in November, 1882, and thereafter the auditors shall be appointed, and their remuneration fixed by the company in general meeting, to be held in the month of November in each year.

131. Whenever any casual vacancy shall occur in the office of auditor, the directors shall forthwith supply the same subject to confirmation by the next ordinary general meeting of the company.

132. If no election of auditors be made in manner aforesaid the retiring auditors shall continue in office.

133. Every auditor shall be supplied with a copy of the balance-sheets, which he shall examine with the accounts and vouchers relating thereto, and shall also have a list delivered to him of all books kept by the company, and be entitled at all reasonable times to have access to the books and accounts of the company to verify such balance-sheets.

134. The auditors shall make a report to the members upon the balance-sheets and accounts, and also upon the register of transfers, and in every such report they shall state whether, in their opinion, the balance-sheet is a full and fair balance-sheet containing the particulars required by the regulations of the company for the time being in force, and properly drawn up so as to exhibit a true and correct view of the state of the company's affairs, and in case of having called for information from the directors, whether the information or explanations given by the directors shall have been satisfactory; and such report shall be read together with the report of the directors at the ordinary general meeting.

Bankers.

135. All money, bills of exchange, and promissory notes belonging to the company shall, as soon as conveniently may be after the same shall have been received, be paid and deposited to and with the company's bankers in Adelaide to the account of the company, and no money, bills, or note so paid or deposited shall be paid or delivered out by the company's bankers except on the draft or order of any two of the directors, countersigned by the secretary.

Dividends, and to whom paid.

136. The directors may, with the sanction of the company in general meeting, declare a dividend to be paid to the members in proportion to their shares.
137. No dividend shall be payable except out of the profits arising from the business of the company.

138. The directors may, before recommending any dividend, set aside out of the profits of the company such sum as they may think proper as a reserve fund to meet contingencies or for equalising dividends, and the directors may invest the sum so set apart as a reserved fund upon such securities as they may select.

139. The directors may deduct from dividends, payable to any member, all such sums of money as may be due from him to the company on account of calls or otherwise.

140. No dividend shall bear interest as against the company.

141. No dividend shall be paid to any shareholder not on the company’s register of shareholders, and all dividends payable in respect of any share which, at the time of the dividend being declared, shall have no legal and registered holder on the company’s register, shall accumulate for and be paid to the person who shall afterwards be registered in respect of such shares, and all dividends unclaimed for six months after having been declared, shall be invested or otherwise made use of by the directors in the business of the company, and shall be absolutely forfeited to the company.

Secretary, Solicitor, Engineer, and Bankers.

142 Mr. Richard Allen is the present manager, Mr. Cornelius Butler Mitchell the present secretary, Messrs. Stock and Jacobs the present solicitors, and the Bank of Adelaide, at Adelaide, the present bankers of the company.

The manager shall perform all such duties and services, and render such accounts, as the directors shall require.

Secretary’s Duties.

143. The duties of the secretary are the following:

i. To keep the register of shareholders in manner following, that is to say—by keeping or causing to be kept a book or books, and from time to time in such book or books to enter the following particulars, that is to say—The names and addresses of all persons or corporations being shareholders of the company, and also the number of shares to which such shareholders shall be respectively entitled, distinguishing each share by its number.

ii. To keep the register of transfers, and to make from time to time the proper entries therein.

iii. To keep and make the proper minutes and entries of the proceedings of the general meetings, and also the proper minutes and entries of the attendance of the directors.

iv. To draw out and, where the case shall require it, to present to the proper officer or officers for signature, and himself to countersign, all such notices, certificates of shares, transfers, cheques, bills, notes, orders, deeds, and other writings, and, as clerk and secretary of the company and of the board of directors, to make the required entries of all such contracts, and generally to perform all such duties and services and render such accounts as the directors shall require.

v. On demand to give receipts for scrip or share certificates left at the office of the company for purpose of transfer.

Notices.

144. Except where otherwise expressly provided by these articles, notices required to be served upon or given to the members in pursuance of the regulations of the company or otherwise, may be served either personally, or by leaving the same, or by sending them through the post in a letter addressed to the members at their registered places of abode as appearing in the register of shareholders, and every such notice left or posted as aforesaid shall be deemed to have been duly served on the day of leaving the same, or on the day after the day on which it shall be posted, although the person to whom it shall have been directed to be dead or never receive the same.

145. Every member who shall be registered as resident out of the said province may leave a memorandum in writing at the registered office of the company, specifying some address in the said province to which notices for him shall be sent, and every provision in these articles contained, and every regulation of the company for the time being in force, and every resolution or order of the directors whereby respectively any notice shall be required to be served or given to the members shall as well as to members who shall be registered as resident in the said province, as to those who shall be registered as resident elsewhere be deemed to be
be duly complied with, and every such notice shall be deemed to have been effectually served or given, provided such notice be sent by post to each member having a registered address in the said province directed to such registered address, and to each member not having a registered address in the said province who shall have left such memorandum at the registered office of the company as before directed to the address specified in such memorandum, and it shall not be necessary to serve, give, or send any notice upon or to any other member whatsoever.

146. All notices directed to be given to the members shall, with respect to any shares which persons may be jointly entitled to give, to either of such persons named in the register of shareholders, and notice so given shall be sufficient notice to all proprietors of such shares.

147. All notices required by the said "The Companies Act, 1864," or by these articles to be given by advertisement shall be advertised not less than twice in one of the Adelaide daily newspapers.

148. Any summons or notice required to be served upon the company may be served by leaving the same or sending it through the post addressed to the company at their registered office.

149. Any summons, notice, writ, or proceeding requiring authentication by the company may be signed by any member of the board of directors, or other duly authorised officer of the company, and need not be under the common seal of the company, and the same may be in writing or in print, or partly in writing and partly in print.

Dissolution of Company.

150. If it shall be resolved to dissolve the company, or to sell the whole of the property of the company, either absolutely for the purpose of associating or amalgamating the company in co-partnership with some other joint-stock company, or it shall appear by the accounts and balance-sheet produced at any general meeting that one-fourth of the total nominal capital and assets of the company, including the amount of nominal capital which may have been actually paid and spent, and duly estimating and allowing for the value of all the assets and other property of the company for the time being, shall have been lost therefor, and at any time thereafter, it shall be lawful for an extraordinary meeting of the company, in the manner and subject to the provisions hereinbefore provided for the regulating of the proceeding of extraordinary meetings, to resolve that the company shall be dissolved, and a subsequent extraordinary general meeting of the shareholders shall be held for the purpose of considering such resolution to dissolve the company, and if such meeting shall confirm the said resolution, the company shall thereupon dissolved, except that the provisions in these presents contained shall continue in force for the purpose of winding up and concluding the affairs of the company.

151. From thenceforth the directors shall be and continue to act as trustees for the purpose of winding up the affairs of the company, either absolutely or for the purpose of associating or amalgamating as aforesaid, and shall exercise such of the powers and authorities herein contained as shall be requisite to wind up the affairs of the company.

152. After such dissolution as aforesaid, the directors, as such trustees as aforesaid, or the major part of them, shall sell all the real and personal estates, property, and effects of the company, either by public auction or private contract, as they in their discretion shall think fit, and shall collect, get in, and convert into money all other the effects of the company. And for the effectually carrying out these purposes it is hereby declared that the receipts of such directors, or any two of them, shall be a sufficient discharge for so much of the monies as shall be therein expressed to be received.

153. The moneys to arise by such sale and disposition of the estates and effects of the company shall be applied in paying and satisfying all the just debts and demands then existing against the said company, and any surplus that shall remain after satisfying such demands shall be divided amongst the several shareholders, their respective executors, administrators, and assigns, according to the shares respectively held by them.

154. Nothing herein contained shall operate to prevent the company, or any shareholder therein, from taking advantage of or acting under the provisions of "The Companies Act, 1864."

Evidence.

155. On the trial or hearing of any action or suit to be brought by the company against any shareholder, to recover any debt due for any call, it shall be sufficient to prove that the name of the defendant is on the register of shareholders of the company.
company as a holder of the number of shares in respect of which such debt accrued, and that notice of such call was given to the defendant in pursuance of these articles, and it shall not be necessary to prove the appointment of directors who made such call, nor that a quorum of directors was present at the board when such call was made, nor that the meeting at which such call was made, was duly convened or constituted, nor any matter whatsoever; but proof of the matters first above-mentioned shall be conclusive evidence of the fact.

**Inspection of Register and of Books of Account.**

156. The register of members, and the books of account, except such as must of necessity be kept elsewhere, shall be kept at the registered office of the company, and subject to any reasonable restrictions as to time and manner of inspecting the same, shall be open to the inspection of the members during the hours of business, and the register of shareholders shall, subject to any such reasonable restrictions, be open to the inspection of any person, not being a member, on payment of the sum of one shilling, during the hours of business; but nothing herein shall entitle any member to inspect the account of any customer of the company, except subject to such conditions as the directors see fit to impose.

**General Indemnity Clause.**

157. Every director, auditor, manager, and other officer of the company, his heirs, executors, and administrators, shall be indemnified out of the funds of the company against all costs, charges, damages, and expenses by reason of any covenant entered into, or act, or default done or made by him in any way in the execution of his office or trusts, except the same shall have been occasioned through his own wilful act, default, or culpable negligence.

We severally agree to the foregoing articles of association.

Dated this day of , one thousand eight hundred and eighty-one.

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
<th>Description</th>
<th>No. of shares held by each subscriber</th>
<th>Witness</th>
</tr>
</thead>
</table>

**SCHEDULE B.**

**Form of Statutory Declaration for Indorsement on Mortgage or Bond.**

I, , of , in the Province of South Australia, the secretary for the time being of the Glenelg Railway Company, Limited, do hereby solemnly and sincerely declare that the principal sum secured by the within written [bond or mortgage] was duly authorised to be borrowed pursuant to the provisions of the "Glenelg Railway Act, 1881," by a general meeting of the shareholders of the Glenelg Railway Company, Limited. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the sixth year of the reign of his late Majesty King William the Fourth, intituled "An Act to repeal an Act of this present session of Parliament, intituled 'An Act for the more effectual abolition of oaths and affirmations taken and made in various departments of the State and to substitute declarations in lieu thereof, and for the more entire suppression of voluntary and extrajudicial..."
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extrajudicial oaths and affidavits, and to make other provisions for the abolition of unnecessary oaths?"

Declared and subscribed at Adelaide in the Province of South Australia this day of , 188 , before me.

J.P. [or Notary Public.]

SCHEDULE C.

Form of Mortgage.

Glenelg Railway Company, Limited.

Mortgage, No. £

By virtue of the "Glenelg Railway Act, 1881," we, the Glenelg Railway Company, Limited, in consideration of the sum of £ paid to us by do assign unto the said his 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 his executors, administrators, and assigns, until the said sum of £, together with the interest, payable half-yearly, for the same, at the rate of £ for every £100 by the year be satisfied.

Given under our common seal this day of in the year of our Lord, 188 .

Attested and registered by Secretary.

Form of Bond.

Bond No. £

By virtue of the "Glenelg Railway Act, 1881," we, the Glenelg Railway Company, Limited, in consideration of the sum of £, to us, paid by do bind ourselves and our successors unto the said his 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 his executors, administrators, or assigns, on the principal sum of £, together with interest for the same at the rate of £ for every £100 by the year, 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 188 .

Attested and registered by Secretary.

SCHEDULE D.

Form of Transfer of Mortgage or Bond.

I. £, paid to me by do hereby transfer to the said his executors, administrators, and assigns, a certain bond [or mortgage, as the case may be] No. in the register of the company, and made by the Glenelg Railway Company, Limited, to and bearing date the day of 188 , for securing the sum of £, and interest, after the rate of £ for every £100 by the year [if the transfer is made by deed, indorsed 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 a 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 , 188 .

Approved and accepted Secretary.

SCHEDULE
1. Adelaide time is observed at all stations. 

2. No passenger, unless having a proper free pass, will be allowed to take his or her seat in or upon any carriage used on the railway or tramway of the said company, or to travel therein upon the said railway or tramway without having first paid his or her proper fare, and obtained a ticket. Each passenger paying his or her proper fare will be furnished with a ticket, which he or she is to forthwith produce whenever required so to do by any stationmaster or porter of the company, or by any guard or servant of the company in charge of the train, for their or his inspection, and if it be a return ticket he or she must allow it to be marked at once when required, and every ticket (whether single, return, or periodical) must be immediately delivered upon demand of any guard or other servant of the said company authorised to collect tickets, and any person committing any breach of this by-law shall be liable to a penalty not exceeding Five Pounds.

3. Every person attempting to defraud the company by travelling upon the railway or tramway of the company without having previously paid his or her proper fare, and obtained a proper ticket, or by riding in or upon any carriage of a superior class to that for which he or she has taken out a ticket, or by altering a periodical ticket, or using the periodical ticket or free pass of any other person, or endeavoring to use a ticket or free pass after the time or beyond the destination for which it was originally granted, without tendering the proper or excess fare, and giving up the ticket to the guard or other authorised person, or by attempting in any other manner whatever to evade payment of his or her proper fare, shall be liable to a penalty not exceeding Five Pounds, and in addition will be required to pay the full amount of fare.

4. No passenger shall capriciously hinder or delay any guard or servant of the company while in the performance of his duties, and no passenger shall be entitled to question the authority of any guard or servant purporting to be employed or authorised by the company.

5. Any person, not being a guard or servant of the company, impersonating or attempting to pass himself off as a guard or servant of the company, shall be liable to a penalty not exceeding Five Pounds.

6. Tickets belong to the company. A ticket, unless it be a single or a return ticket, can only be used by the person for whom it may be issued.

7. Any person on leaving any carriage refusing to produce his or her ticket to the guard or other servant of the company, will be required to pay the fare according to the class in which he or she travelled from the place whence the train originally started.

8. No passenger shall be entitled to re-book or take a ticket at any intermediate station for the purpose of continuing his or her journey in the same train as that in which him or she may have arrived at such station.

9. Passengers will only be furnished with tickets conditionally—that is to say, in case there is room in the train by which they wish to leave or return. Holders of periodical tickets shall have priority over holders of return or single tickets.

10. Tickets, whether single or return, shall be available and shall be used by passenger only to convey them to the station named thereon, or to any station short of that destination, provided the passenger by so using a ticket derives no advantage as regards fare. In no case, however, shall the "cheap" or "excursion" ticket be used at or for any other stations than those named thereon, nor on any other day than that for which they are issued. Any person using or attempting to use a ticket in violation of this by-law shall be liable to a penalty not exceeding Five Pounds.

11. No ticket will be recognised by any collector, guard, or servant of the company authorised to collect or examine tickets unless the number and names of the stations printed on such ticket are perfectly legible. The holder of any ticket which may be defaced or rendered illegible in any of the above particulars will be regarded as not having paid his fare, and will be liable to a penalty not exceeding Five Pounds.

12. Any person, not being duly authorised by the company, who shall sell, or lend, or offer for sale, or loan, his or her free pass, or periodical ticket, shall be liable to a penalty not exceeding Five Pounds.

13. No male passenger will be allowed to enter or remain in any waiting-room, or carriage set apart for the accommodation of females; and any person persisting in remaining in such room or carriage, after being warned to leave the same, shall be liable to a penalty not exceeding Five Pounds.

14. Any person who shall leave, or attempt to leave, any carriage or platform before or during the examination of the tickets therein, shall be liable to a penalty not exceeding Five Pounds.

15. No
15. No person will be allowed to ride outside any carriage or vehicle on any railway or tramway of the company, under any circumstances whatever, except upon any platform which may be provided for that purpose; or get upon, or into, or quit, any carriage, vehicle, or platform, or step, while the train is in motion; and any person doing so, or attempting to do so, shall be liable to a penalty not exceeding Five Pounds.

16. Smoking is strictly prohibited in any of the railway sheds, yards, offices, waiting-rooms, or station premises, and in any carriages or platforms other than those specially set apart for the purpose; and any person found smoking in or on any carriage or platform other than that set apart for that purpose, or in any of the stations, sheds, yards, offices, or other premises shall be liable to a penalty not exceeding Forty Shillings; and any person persisting in so smoking, after being warned to desist, shall, in addition to the liability of incurring the penalty above described, immediately, or, if travelling, at the first opportunity, be removed from the railway premises and forfeit his fare and ticket. And any person continuing to smoke on the platform of any carriage set apart for smoking after he has been requested by any guard or servant of the company not to do so, shall, notwithstanding anything hereinbefore contained, be liable to a penalty not exceeding Forty Shillings.

17. Dogs will be conveyed and charged for; but they will on no account be allowed to accompany any passenger in the railway carriages or platforms. Any person taking a dog into any passenger carriage or platform without the permission of the stationmaster shall be liable to a penalty not exceeding Forty Shillings.

18. Any person making use of insulting, abusive, or offensive language to or concerning any officer or servant of the company while in the execution of his duty, or any person making use of obscene, blasphemous, or offensive language in any carriage or upon any platform or premises of the said company, shall be liable to a penalty not exceeding Five Pounds.

19. If any person not being in the employment of the company, or without written authority, shall walk, ride, travel, or trespass upon any portion of the railway or tramway line, or on any land within the railway or tramway fences, or shall cross the line except at the authorised crossing places at which gates or bridges are provided, or at a station, such person shall be liable to a penalty not exceeding Five Pounds, and may be at once arrested by any servant of the company or by any one whom he may call to his assistance, and given into custody of a police constable.

20. No gratuity is, under any circumstances, allowed to be received by the servants of the company, on pain of immediate dismissal.

21. Any person found in a carriage, or upon any station premises connected with the railway or tramway, in a state of intoxication, or committing any nuisance, or wilfully interfering with the comfort of the passengers, shall be liable to a penalty not exceeding Forty Shillings, and shall immediately, or, if travelling, at the first opportunity, be removed from the carriage and premises of the railway or tramway, and forfeit his fare and ticket.

22. Any person whose dress or clothing might, in the opinion of any guard or servant, soil the dress or clothing of any passenger, or any person who, in the opinion of any such guard or servant, might for any other reason be offensive to passengers, shall not be entitled to enter or remain in or upon any carriage or platform, and may be prevented from entering any carriage; and shall not enter any carriage or platform after having been requested not to do so by any such guard or servant; and if found in or upon any carriage or platform, shall, on the request of any guard or servant of the company, leave the carriage, upon his or her ticket, if previously collected, being returned; and if such person shall at such request refuse to leave such carriage or platform, he or she shall be at once removed therefrom.

23. Any person cutting the linings, removing or defacing the number plates, breaking or defacing the windows, or otherwise wilfully or carelessly damaging any of the carriages belonging to the company, shall be liable to a penalty not exceeding Five Pounds, in addition to the payment for the damage done.

24. Any person or persons wilfully or negligently allowing to stray any cattle, horses, sheep, or other animal on the railway or tramway, or any lands or premises of the company, shall be liable to a penalty not exceeding Five Pounds.

25. No carman, drayman, cabman, hackney coachman, porter, carter, or other person will be allowed to come into or upon the stations, platforms, lands, or premises of the company for the purpose of removing luggage or passengers either with or without a hand cart or vehicle, unless licensed so to do by the company, and required by a passenger, and specially engaged by him or her for such purpose; and no person will be allowed to come into or upon the premises of the company for the purpose...
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purpose of touting or soliciting custom or hire of any description whatever, unless licensed to do so; and any cabman, carman, drayman, hackney coachman, porter, carter, or other person evading or attempting to evade, or be guilty of a breach of this regulation, or refusing or neglecting to quit the premises of the company when thereto required by a stationmaster or other servant of the company, shall be at once removed from the premises of the company, and shall be liable to a penalty not exceeding Five Pounds.

26. Any person found bathing, swimming, dogs, or otherwise polluting water in any of the company's reservoirs or tanks, shall be liable to a penalty not exceeding Five Pounds.

27. Any person or persons, unless duly authorised by the company, who shall be found posting or sticking bills, &c., within or upon any of the company's property or premises, shall be subject to a penalty not exceeding Five Pounds.

28. No person shall be entitled to require to be carried upon or along any part of the company's railways or tramways any sheep, cattle, horses, or live stock which, in the judgment of the company or any of their officers or servants, may be infected with any disease of whatever nature, and the company, or any of their officers or servants, may refuse to take any sheep, cattle, horses, or live stock suspected by them or him to be diseased. Any person causing or procuring diseased sheep, cattle, horses, or live stock to be carried, or offering or causing any of them to be offered, for the purpose of being carried upon any part of the railway or tramway, shall be liable to a penalty for every offence not exceeding Five Pounds.

29. If any person shall wilfully, knowingly, or negligently drive, or attempt to drive, or allow to stray into any railway or tramway station, yard, shed, or premises, or upon any lands, or within any fences, the property of the company, any sheep infected with scab or other disease, or any cattle, horses, or live stock having or suffering from any disease whatever, he shall be liable to a penalty for every such offence not exceeding Five Pounds.

30. If any goods, or produce, timber, or other merchandise, shall be brought into any station, either by the owner or consignee, or in the wagons or vehicles attached to the company's railway or tramway, and which goods or merchandise, in accordance with the company's tariff, it shall be the business of the owner, consignor, or consignee, to load into or discharge from the railway or tramway wagons or vehicles, and the owner, consignor, or consignee thereof shall refuse or neglect to load or discharge from the railway or tramway wagons or vehicles, such goods, within twelve working hours of their arrival at any station, the railway company, their officers and servants, may forthwith proceed to load into or discharge from the railway or tramway trucks, such goods at the risk of the owner, consignor, or consignee; and such goods shall be subject to the cost of such loading or unloading, as the case may be, in addition to the freight and other charges (if any).