Medical Society
See Sec. 46

GREAT WESTERN RAILWAY ACT 1888.

Arrangement of Sections.

ARRANGEMENT OF SECTIONS.

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AN

ACT

For conferring further powers upon the Great Western Railway Company in connection with their own and other undertakings and upon them and other Companies in connection with undertakings in which they are jointly interested for vesting in the Great Western Railway Company the undertakings of the Leominster and Bromyard and the Worcester Bromyard and Leominster Railway Companies and the powers of the Kingsbridge and Salcombe Railway Company and for authorising and confirming agreements with other Railway Companies and for other purposes.

[Royal Assent 13th August 1888.]

Preamble.

WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to execute make and maintain the Railways and widenings of railways and other works and to exercise the powers by this Act respectively authorised and conferred upon them and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith and for providing increased accommodation certain lands houses and buildings in this Act described or referred to:

(Railways and other Works.)

And whereas it is expedient that the construction and maintenance of the railway at Barnstaple as hereinafter described should be sanctioned as by this Act provided:

(Deposit of plans &c.)

And whereas plans and sections showing the lines and levels of the railways and other works by this Act authorized to be constructed or sanctioned and the lands by this Act authorized to be acquired and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerks of the peace for the several counties within which those railways and other works will be constructed and those lands are situated and are hereinafter respectively referred to as the deposited plans sections and books of reference:

(Superfluous Lands.)

And whereas it is expedient that the time limited for the sale of certain lands acquired respectively by the Company for the purposes of their undertaking and by the Company and the London and North Western Railway Company (in this Act called the North Western Company) for the purposes of their joint undertakings should be extended and that further powers should be conferred upon those Companies in respect of the sale lease or other disposal of those lands;

(Lands acquired for extraordinary purposes.)

And whereas the Company and the North Western Company have acquired by agreement for the purpose of providing additional stations sidings offices and other accommodation for or in connection with the traffic on their joint undertakings the lands described in the third schedule to this Act and it is expedient that they should be authorised to hold the same:

(Revival of powers and extension of time Railway No. 2 of 1882.)

And whereas it is expedient that the powers granted by the Great Western Railway (No 2) Act 1882 as amended by the Great Western Railway Act 1885, for the purchase of lands for the purposes of the railway No 2 authorised by the first mentioned Act should be revived and extended as in this Act provided and that the period limited by the said Act of 1882 as amended by the said Act of 1885 for the construction and completion of the said railway No. 2 should be extended:

(Abandonment of Railways Nos. 1 and 3 of 1882.)

And whereas it is expedient that the Company should be authorised to abandon the construction of the railways Nos. 1 and 3 described in and authorised by the Great Western Railway (No. 2) Act 1882:

And whereas the undertaking of the Oldbury Railway Company is under the authority of Parliament worked and maintained by the Company and it is expedient that the Oldbury Railway Company should be empowered to raise additional capital for the purpose of discharging their debts and liabilities and for the general purposes of their undertaking: (Additional capital of Oldbury Company.)

And whereas it is expedient that the Company should be empowered to subscribe to the undertakings of the Staines and West Drayton Railway Company (in this Act called the West Drayton Company) and the Whitland and Cardigan Railway Company (in this Act called the Whitland Company) respectively and to take and hold Shares and Debenture Stocks in those undertakings respectively: (Subscription to Staines and West Drayton and Whitland and Cardigan Railway Companies.)

And whereas it is expedient that provision should be made as in this Act contained for the recovery of dues payable to the Company under the Great Western Railway Act 1880 or any of the Acts relating to the Plymouth Great Western Docks or any Act or Acts relating to any other docks wharves or shipping places of the Company: (Recovery of dues—Plymouth Great Western Docks.)

And whereas it is expedient that the Company should be authorised to grant bonds for Customs duties and to exercise the other powers by this Act conferred upon them in respect of goods articles or things landed or shipped at their docks wharves or shipping places: (Bonds for Customs duties.)

And whereas it is expedient that the Agreements between the Oldbury Railway Company and the Company and between the Rhondda and Swansea Bay Railway Company and the Company which are respectively set forth in the Fourth and Fifth Schedules to this Act should be confirmed: (Confirmation of agreements.)

And whereas the railways of the Leominster and Bromyard Railway Company and the Worcester Bromyard and Leominster Railway Company respectively are under the authority of Parliament worked and maintained by the Company and it is expedient that the undertakings of those Companies respectively should be transferred to and vested in the Company and that the agreements with reference thereto which are set forth in the Sixth and Seventh Schedules to this Act should be confirmed: (Vestings.)

(Kingsbridge and Salcombe Railway.)

And whereas the Kingsbridge and Salcombe Railway Company (in this Act referred to as the Kingsbridge Company) was incorporated by the Kingsbridge and Salcombe Railway Act 1882 and authorised to construct the railways between the Company's Brent station and Kingsbridge and Salcombe described in that Act with power to raise one hundred and sixty thousand pounds by shares or stock and fifty-three thousand pounds by borrowing :

And whereas by the Kingsbridge and Salcombe Railway (Extension of Time) Act 1887 the powers granted to the Kingsbridge Company for the compulsory purchase of lands for the purposes of their said Act of 1882 were revived and extended and the time limited by that Act for the completion of the said railways was extended :

And whereas the Kingsbridge Company have not constructed any of the railways or works authorised by the said Acts and it is expedient that the powers rights and privileges now vested in that Company under their said Acts with all their lands and other property should be transferred to and vested in the Company in manner by this Act provided :

(As to bond of the Kington and Eardisley Railway Company.)

And whereas it is expedient to make the provision in this Act contained for cancelling the bond executed by the Kington and Eardisley Railway Company and Richard Green Price (afterwards Sir Richard Green Price since deceased) hereinafter referred to :

(Amendment of Acts.)

And whereas it is expedient that some of the provisions of the existing Acts of the Company should be amended or repealed as hereinafter provided and that section 89 of the Duffryn Llynvi and Porthcawl Railway Act 1825 should be repealed :

(Additional capital.)

And whereas it is expedient that the Company should be authorised to raise a further sum of money for the purposes of this Act and for the general purposes of their undertaking :

(Application of funds by Company and North Western Company.)

And whereas it is expedient that the Company and the North Western Company respectively should be empowered to apply their funds as by this Act authorised :

And whereas the objects aforesaid cannot be attained without the authority of Parliament :

MAY IT THEREFORE PLEASE YOUR MAJESTY

That it may be enacted AND BE IT ENACTED by the Queen's Most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

1.—This Act may be cited for all purposes as the Great Western Railway Act 1888. Short title.

2.—The following Acts and parts of Acts are except where expressly varied by this Act incorporated with and form part of this Act (that is to say): Incorporation of general Acts.

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883:

The Railways Clauses Consolidation Act 1845:

Part I. (relating to the construction of a railway) Part II. (relating to extension of time) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863:

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely):

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of shares into stock; and

The provision to be made for affording access to the special Act by all parties interested:

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863.

Interpretation.

3.—In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction:

The expression "the Railways" means the New Railways and the Widenings of Railways by this Act authorised: 5

The expression "superior courts" or "court of competent "jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute. 10

Power to make Railways.

4.—Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways and widenings of railways and other works hereinafter described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say): 15 20

1. A Railway (No. 1) one furlong five chains and eighty-five links or thereabouts in length commencing in the parish of Saint George in the county of Gloucester by a junction with the sidings or relief lines now in course of construction by the Company and terminating in the parish of Saint Philip and Saint Jacob Without in the city and county of the city of Bristol by a junction with the railway No. 3 hereinafter described: 25 30

2. A Railway (No. 2) seven furlongs two chains and fifty links or thereabouts in length commencing in the parish of Saint Philip and Saint Jacob Without in the city and county of the city of Bristol by a junction with the Railway No. 3 hereinafter described and terminating in the parish of Bedminster in the city and county of the city of Bristol by a junction with the Company's Bristol and Exeter Railway: 35

3. A Railway (No. 3) two furlongs five chains and seventy-two links or thereabouts in length being a deviation of the Company's Bristol and North Somerset Railway commencing in the parish of Saint George in the county of Gloucester at a point on the said railway about 6 chains measured in a south-easterly direction from the junction thereof with the Company's main line from London to Bristol and terminating in the parish of Saint Philip and Saint Jacob Without in the city and county of the city of Bristol by a junction with the said Bristol and North Somerset Railway at a point thereon one and a half chains north-westward of the north-western end of the bridge carrying the said railway over the River Avon:

4. A Widening (*a*) one mile three furlongs and two chains or thereabouts in length of the Company's South Devon Railway in the parish of Dawlish in the county of Devon commencing at or near the signalling cabin at the western end of the Parson Tunnel and terminating at or near the Colonnade on the western side of Dawlish Railway Station. Provided always that in making the said widening the Company shall not deviate from the lines shewn on the deposited plans even within the limits of deviation so as to encroach on or diminish the beach on the seaward side of their existing South Devon Railway without the consent in writing of the Board of Trade:

5. A Widening (*b*) eleven miles three furlongs and four chains or thereabouts in length of the Company's South Devon Railway commencing in the parish of Plympton Saint Mary at or near the signalling cabin of the Hemerdon junction and terminating in the parish of Rattery at or near the signalling cabin of the Rattery junction. Except with the consent of the Owner or Owners for the time being of the Marley Estate the Company shall not take enter upon or use any of the lands described or referred to in the deposited Plans and Books of Reference forming part of the Marley Estate adjoining the existing Tunnel required for the purposes of this Act except upon the terms and conditions and subject to the restrictions described

and referred to in a certain Indenture of Covenant and Release dated the 5th day of August 1854 and made and entered into between the predecessors in title of the Company and Dame Elizabeth Carew and Sir Walter Palk Carew Baronet: 5

6. The Widenings on the northern side thereof of the following bridges in the city and county of the city of Bristol (that is to say):

(*a*) The bridges in the parish of Saint Philip and Saint Jacob Without which carry the railway of the Company over Avon 10 Street Barton Road or Cook's Lane and Kilbon Street Bristol and the height and span of such widenings respectively shall not be less than the height and span of the existing bridges over the said roads. Provided always that the Company shall not without the consent in writing 15 of the Midland Railway Company first had and obtained enter upon take or use the lands numbered on the deposited plans 1 in the said Parish of Saint Philip and Saint Jacob Without:

(*b*) The bridge in the parishes of Temple and Saint Philip and 20 Saint Jacob Without which carries the railway of the Company over the Floating Harbour Bristol at or near the north-eastern end of the Bristol joint station and the height and span of such widening shall not be less than the height and span of the existing bridge over the said harbour. Provided 25 always that the Company shall not without the consent in writing of the Midland Railway Company first had and obtained enter upon take or use the lands numbered on the deposited plans 1 in the said Parish of Saint Philip and Saint Jacob Without. 30

Railways to be part of Company's undertaking.

5.—The railways shall for all purposes including the demanding and recovering of tolls and charges be deemed to be part of the Company's railways provided always that the tolls rates and charges to be demanded and recovered in respect of the railways and the traffic thereon shall not exceed as follows:—With respect to 35 railways Nos 1 2 and 3 the tolls rates and charges prescribed by the Bristol and Exeter Railway Act 1863. With respect to the bridge widenings the tolls rates and charges prescribed by the Great Western Railway Amendment and Extensions

Act 1847. With respect to the widenings of the Company's South Devon Railway the tolls, rates and charges prescribed by the Act (local and personal) 7 and 8 Victoria chapter lxviii intituled "An Act for making a railway from Exeter to Plymouth to be called the South Devon Railway."

Height and span of bridges.

6.—The Company may make the arches of the bridges for carrying the Railways over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say):

Number on deposited Plans.	Parish.	Description of Road.	Height.		Span.	
		Railway No. 2.				
			FT.	INS.	FT.	INS.
9, 18, 24, 25	Saint Philip and Saint Jacob Without.	Street	15	0	30	0
36	Ditto	Street (when completed)	15	0	30	0
		Widening (a) of the Company's South Devon Railway.				
16	Plumpton Saint Mary	Public Road	14	4	15	0
15	Cornwood	Ditto	15	0	15	0
40	Ditto	Ditto	14	3	15	0
42	Ugborough	Ditto	10	0	12	0
56, 60a	Ditto	Ditto	15	0	15	0
67	Ditto	Ditto	13	0	15	0
68	Ditto	Ditto	13	0	15	0
81, 85	Ditto	Ditto			27	0
149	Ditto	Ditto	11	6	15	0
21	South Brent	Ditto	13	6	15	0
37, 38	Ditto	Ditto	15	0	12	0
76	Ditto	Ditto	12	6	12	0
104	Ditto	Ditto	13	0	12	0
18	Rattery	Ditto			25	0

Widths of certain roadways.

7.—The Company may make the roadways over the bridges by which the following roads will be carried over the Railway of such width between the fences thereof as the Company think fit not being less than the respective widths hereinafter mentioned in connection therewith respectively (that is to say):

Number deposited on Plans.	Parish.	Description of Roadway.	Width of Roadway.	
			FEET	INCHES
Widening (a) of the Company's South Devon Railway.				
34	Cornwood	Public Road	14	0
52	Ditto	Ditto	15	0
62 63	Ditto	Public Roads	15	0
14	Harford	Public Road	15	0
17, 29, 117, 137	Ugborough	Public Roads	15	0
51	South Brent	Public Road	15	0
57	Ditto	Ditto	20	0
91, 93	Ditto	Ditto	15	0

Power to divert roads as shown on deposited Plans.

8.—The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of the Justices and is

open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say):

Railway.	Parish.	Number of Road on deposited Plans.
Widening (*a*) of the Company's South Devon Railway	South Brent	16. 18
Ditto	Rattery	8. 14

And when and so soon as each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company.

For the protection of the Corporation of Bristol.

9.—For the protection of the Mayor Aldermen and Burgesses of the City of Bristol (in this Section called "the Corporation") the following provisions shall have effect that is to say:—

1. The Company shall make the bridge to carry Bath Road over Railway (No. 2) 50 feet wide in the clear and the Corporation may at their own cost widen the road over the same and the Company shall lower the sewer in the road under the said Railway (No. 2):

2. Before the Company proceed with the construction of the Bridge to carry Railway (No. 2) over the River Avon Bristol they shall give at least Forty-two days' notice in writing to the Corporation that they intend to do so and should the Corporation so desire and deliver to the Company written notice to that effect within the said period

of Forty-two days the Company shall construct at the cost and expense in all respects of the Corporation a footbridge 6 feet in width on or springing from the southern side of the said bridge and the Corporation shall before the works for the construction of the footbridge are commenced undertake under their Common Seal within one month after the completion of the works to be constructed by the Company for the Corporation under this Sub-section to pay to the Company the amount of the additional cost which the Company may incur in constructing the works for the footbridge and the footbridge and all costs and charges of and incidental thereto Should the Corporation fail to enter into such undertaking the Company shall not be required to construct the said footbridge Should the Corporation desire the construction of the footbridge and comply with the above provisions the Company shall grant to the Corporation an easement or right of way for the footbridge passing over their land between the retaining walls of the premises known as Avon Cliff House Avon Villa and Bath Villa and the River Avon:

3. From and after the construction of the said footbridge the Company will from time to time as and when required by the Corporation and at their expense repair such footbridge so far as on the property of the Company aud the parapets of the footbridge and the Corporation shall on demand repay to the Company the expenses incurred by them in such repairs and in the event of their failing to do so the same shall be recovered against them together with full costs in any Court of competent jurisdiction provided always that the Company shall from time to time at the expense of the Corporation paint the wood and iron work of that portion of the footbridge passing over the river as and when they paint the other portion of the said bridge:

4. When the Company shall have formed the proposed Bridge to carry Railway (No. 2) over the lands numbered on the deposited Plans 18 19 20 21 22 and 23 in the parish of Saint Philip and Saint Jacob Without they shall grant to the Corporation an easement or right to construct at their own cost a road from the Albert Road to the road numbered on the

deposited plans 18 in the said parish under the said bridge of such width as the structure of the bridge will permit and the Corporation shall indemnify the Company against any injury resulting to the said Bridge or the structure thereof from the use of the said road :

5. The Company shall make the widenings of the bridges which carry the Railway of the Company over Avon Street and Barton Road or Cook's Lane of a span of not less than Thirty feet :

6. The Company shall construct and maintain all bridges where they cross any public footpath so as to prevent the dropping of water on the footway beneath :

7. Before the Company begin the construction of the bridges to carry Railway (No. 2) over the River Avon and under Bath Road or the widening of the bridges over Avon Street Barton Road Cook's Lane or Kilbon Street or of the widening of the bridge which carries the Railway of the Company over the Floating Harbour they shall deliver to the Corporation plans and drawings of such bridges or widenings and also of the temporary works including staging and scaffolding required for the construction of such bridges or widenings and shall not proceed with the construction thereof until the said plans and drawings shall have been approved in writing by the Engineer for the time being of the Corporation or in the event of his failure for Thirty days after the delivery of the plans and drawings to approve the same until the same shall have been approved by an Engineer to be appointed on the application of the Company by the President for the time being of the Institution of Civil Engineers in London and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said Engineer for the time being of the Corporation or in case of difference to the reasonable satisfaction of an Engineer to be appointed by the said President :

8. If any difference arise between the Company and the Corporation touching any of the foregoing matters such

difference shall be determined unless otherwise agreed on by an Engineer to be appointed by the said President on the application of either of the parties in difference and the costs of the arbitration shall be borne as the Arbitrator shall direct. 5

For the protection of the Bristol United Gas Light Company.

10.—For the protection of the Bristol United Gas Light Company (in this Section called "the Gas Company") the following provisions shall have effect (that is to say)—

1. Every work which will in any way interfere with or affect any main or pipe of the Gas Company or any private 10 service pipe of any person supplied with gas by the Gas Company shall be executed under the superintendence and to the reasonable satisfaction (so far as it may interfere with or affect any such main pipe or private service-pipe) of the Engineer to the Gas Company: 15

2. The Engineer to the Gas Company shall if the Gas Company so think fit have the exclusive direction and management of and may at the reasonable cost in all things of the Company execute all such works as may be reasonably necessary for the removing raising sinking or 20 otherwise altering the position of and restoring any mains or pipes of the Gas Company or of any private service-pipe of any person supplied with gas by the Gas Company which it may be necessary to remove raise sink alter or restore by reason of the execution by the Company 25 of any of the powers of this Act and for preventing any interruption to the supply of gas by the Gas Company:

3. All costs charges and expenses reasonably incurred by the Gas Company or their Engineer under the provisions of 30 this Act including the costs charges and expenses of and in relation to the superintendence necessarily required of any works of the Company under the provisions of this Act in that behalf shall be paid by the Company to the Gas Company on demand and in case of default may be 35 recovered by the Gas Company in any Court of competent jurisdiction:

4. If any difference arise between the Company and the Gas Company touching this section or anything to be done or not to be done or any moneys to be paid thereunder such difference shall be determined by an Engineer to be appointed (unless otherwise agreed on between the parties) on the application of either party by the President for the time being of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall extend and apply to the determination of such difference.

11.—For the protection of the Bristol Waterworks Company in this Section called "the Water Company") the following provisions shall have effect (that is to say)— For the protection of the Bristol Waterworks Company

1. Every work which will in any way interfere with or affect any main or pipe of the Water Company or any private service pipe of any person supplied with water by the Water Company shall be executed in accordance with a plan and section (showing the nature of the work proposed) to be submitted to the Water Company for their approval not less than ten days previous to the commencement of such work and shall be executed under the superintendence and to the reasonable satisfaction (so far as it may interfere with or affect such main pipe or private service pipe) of the Engineer to the Water Company:

2. The Engineer to the Water Company shall if the Water Company so think fit have the exclusive direction and management of and may at the reasonable cost in all things of the Company execute all such works as may be reasonably necessary for the diversion removing raising re-fixing sinking or otherwise altering the position of and restoring any mains or pipes valves or other machinery of the Water Company or of any private service pipe of any person supplied with water by the Water Company which it may be necessary to remove raise sink alter or restore by reason of the execution by the Company of any of the powers of this Act and for preventing any interruption to the supply of water by the Water Company:

3. All costs charges and expenses reasonably incurred by the Water Company or their Engineer under the provisions of this Act including the costs charges and expenses of and in relation to the superintendence necessarily required of any works of the Company under the provisions of this Act in that behalf shall be paid by the Company to the Water Company on demand and in case of default may be recovered by the Water Company in any Court of competent jurisdiction: 5

4. If any difference arise between the Company and the Water Company touching this section or anything to be done or not to be done or any moneys to be paid thereunder such difference shall be determined by an Engineer to be appointed (unless otherwise agreed on between the parties) on the application of either party by the President for the time being of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall extend and apply to the determination of such difference. 10 15 20

For the protection of the Bristol Tramways and Carriage Company Limited.

12.—The following provisions for the protection of the Bristol Tramways and Carriage Company Limited (in this section called "the Tramways Company") shall be observed and carried into effect (that is to say):

1. All works under or affecting any of the Tramways of the Tramways Company shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the Engineer or other officer of the Tramways Company appointed for the purpose: 25

2. The Company shall from time to time be responsible for and make good to the Tramways Company all costs losses damages and expenses from time to time occasioned to that Company or any of their Tramways from the obstruction of the traffic thereon and from any damage to the works rolling stock and horses of the Tramways Company arising in the execution repair or maintenance or from the failure of any of the works by this Act authorised or from 30 35

any act or omission of the Company and the Company shall effectually indemnify and hold harmless the Tramways Company from all claims and demands upon or against them by reason of any such execution repair maintenance failure act or omission:

3. If and as often as the Company take up or remove or interfere with any part of any street or road which the Tramways Company are liable to maintain or repair the Company shall with all convenient speed at their own cost restore and make good such parts of streets or roads so taken up removed or interfered with and any Tramway or Tramways laid down thereon to as good a condition as that in which they were before the works of the Company were commenced and shall from time to time remove and clear away all paving or metalling and other material rendered superfluous by their works or operations and the Company shall for the period of Three months after the restoration of any such part of any streets or roads so interfered with keep and maintain the same in good repair and condition to the reasonable satisfaction in all respects of the Engineer of the Tramways Company but at their own costs provided that if the Company shall fail from time to time within fourteen days from the receipt of notice in writing from the Tramways Company under the hand of their Secretary to comply with the foregoing obligations the Tramways Company may themselves but at the cost in all things of the Company execute all works necessary therefor:

4. If any difference or dispute shall arise between the Engineer of the Company and the Engineer of the Tramways Company as to the execution of the works to be done by the Company under the powers and provisions of this Act the same shall be from time to time referred to and settled by an Engineer to be agreed upon between the Company and the Tramways Company or failing such agreement to be appointed on the application of either the Company or the Tramways Company by the President for the time being of the Institution of Civil Engineers and the costs of such arbitration shall be in the discretion of the Arbitrator.

For the protection of the Avonbank Brick and Tile Company.

13.—For the protection of Herbert Thomas and Charles Thomas owners of land situate at Saint Philip's Marsh in the Parish of Saint Philip and Saint Jacob Without in the City and County of Bristol and carrying on business thereon or on some part thereof under the firm and style of the Avonbank Brick and Tile Company or other the owners and occupiers for the time being of the said lands (all of whom are in this Section hereinafter referred to as or intended in the expression "the Avonbank Company") the following provisions shall apply—

1. The Company shall on the land to be acquired by them for the purposes of Railway No. 2 by this Act authorised when required by the Avonbank Company lay down and construct at their own expense between the points A and B on the Plan marked A (signed in duplicate by the Chairman of Committees of the House of Lords to whom the Bill for this Act was referred) copies of which Plan have been deposited in the Parliament Office of the House of Lords and in the Private Bill Office of the House of Commons and a point six feet from the outer rail of their main running line such points rails and crossings as may be necessary to enable the Avonbank Company subject to the statutory provisions for the time being in force relating to Junctions and to the usual conditions on which the Company allow Junctions to be formed with their Railway so far as they are not inconsistent with this section to form and work a Junction between Railway No. 2 by this Act authorised and a siding to be constructed by the Avonbank Company within ten years from the passing of this Act: Provided that if the signals and points controlling such Junction can within the rules for the time being in force by the Board of Trade be brought into a signal box worked by the Company no charge shall be made to the Avonbank Company for working the points and signals controlling such Junction:

2. The rates to be charged by the Company for traffic to or from the said Junction shall be the same as those charged for similar traffic to and from Bristol and the same places and carried under similar circumstances and conditions as for example between Bristol and Swindon or Bristol and Taunton:

3. The Company shall purchase the whole of the property marked (C) delineated and coloured red on the before-mentioned plan and which land is situate at Saint Philip's Marsh in the said Parish of Saint Philip and Saint Jacob Without except a strip of land 30 feet in width along the whole eastern side of that property and from such strip of land shall form and completely finish a good and sufficiently steined road 15 feet in width alongside of the Railway for a distance of 100 yards eastward to meet the land of the said Avonbank Company:

4. The Company shall over the strip of land 30 feet in width referred to in sub-section 3 where the Railway crosses the the same construct the Railway with a bridge or arch of the clear width or span of 30 feet and with a clear head-way of not less than 16 feet throughout:

5. The Company shall purchase in addition to the land they may require for the construction of the Railway so much of the property numbered on the deposited plans 1 in the said Parish of Saint Philip and Saint Jacob Without as would be situate south-eastward of the Railway No. 3.

14. For the protection of the Local Board for the District of Dawlish (herein-after referred to as the Dawlish Local Board) the following provisions shall apply with respect to the widening (A) of the Company's South Devon Railway in the parish of Dawlish (that is to say)— For the protection of the Dawlish Local Board.

1. Any new or additional line of rails which may hereafter be laid down by the Company between the Colonnade and a point near the steps under the Railway near the western end of the parade shall be on the seaward side of the existing railway and such new or additional line of rails shall be on the same level as the rails now in existence:

2. No parapet walls buildings or works of any kind other than Telegraph posts signals and works connected therewith not being in the nature of buildings shall be constructed by the Company between the existing Station and the Kennaway Tunnel which shall obstruct or impede the view to the south or east from the parade or from the adjacent carriage drive or from the houses which now

possess and enjoy such view except that the Company may erect a new parapet wall not exceeding two feet six inches in height above the level of the existing rails:

3. Except with the consent of the Dawlish Local Board or other the Owners for the time being of the lands numbered on the deposited Plans 9 and 10 in the parish of Dawlish the Company shall not take enter upon or use any of the said lands otherwise than in accordance with the reservations and exceptions and upon the terms and conditions contained in a certain Indenture dated the 22nd day of May 1849 and made and entered into between the predecessors in title of the Company and George Hennett:

4. The Company shall not curtail or diminish the access to the Beach at Dawlish existing at the time of the passing of this Act by the Subways and Footbridge shewn on the deposited Plans and numbered thereon 2 4 and 7 in the Parish of Dawlish but the Company may extend the Subways and Footbridge so far as may be necessary for the works by this Act authorised:

5. Except as otherwise provided by the said Indenture dated the 22nd May 1849 the Company shall not without the consent of the Dawlish Local Board permanently stop up divert or alter any footpath which now belongs to or is under the control or management of the Dawlish Local Board which now passes over under or by the side of or across the Railway:

6. If in the execution of the intended works the Company shall desire temporarily to alter the position of any of the steps or footpaths leading from the parade to the pleasure-ground known as Lea Mount or leading from such footpaths along the face of the Cliff to the Men's bathing beach or any of the retaining walls and other works and conveniences provided by the Dawlish Local Board for the use or protection of the public (except as provided by the said Indenture dated 22nd May 1849) such alteration shall be made in accordance with Plans to be previously approved in writing by the Dawlish Local Board or in the event of their failure to signify their approval thereof within Fourteen days after the delivery of the Plans in

accordance with Plans approved by an Engineer to be appointed on the application of the Company by the Board of Trade of which application the Company shall give not less than seven days' notice to the Dawlish Local Board and when altered the said steps footpaths retaining walls works and conveniences shall at the cost in all things of the Company be properly reconstructed and replaced by the Company in such positions and in such form as may have been determined as aforesaid :

7. The Company shall not either permanently or for temporary purposes (other than in the event of a slip or other accident) take or use any portion of the Marine Parade and in such event the Company shall with all convenient speed reinstate the Marine Parade to the state in which it was previous to such slip or accident :

8. The footpath mentioned in the Agreement between the Dawlish Local Board and the South Devon Railway Company dated the 28th July 1876 shall be constructed at the same time as or during the construction of the Works or any part thereof delineated on the deposited Plans and at each end of such footpath steps or a ramp shall be provided so that there may be a convenient access from the said path to the adjacent beach :

9. Before the Works are commenced the Company and the Dawlish Local Board shall agree and place boundary stones or other marks to indicate the Line of the existing Works of the Company from which the distances referred to in section 21 of the South Devon Railway Act 1851 and section 25 of the South Devon Railway Act 1872 shall be measured :

10. The Company shall within Twelve months from the passing of this Act remove the existing fence between the Parade and the Tunnel and substitute for it an ornamental cast iron fence not less than four feet high and of such a pattern as will not obstruct the view of the beach and sea.

Lands for extraordinary purposes.

15.—The further quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed four acres.

Period for completion of new railways.

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

Imposing penalty unless new railways opened.

17.—If the Company fail within the period limited by this Act to complete the new railways the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway or railways is or are completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the uncompleted railway or railways whichever shall first happen:

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway or railways in reference to which the penalty has been incurred in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854:

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided:

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control: Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of Penalty.

18.—Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or

other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or railways in respect of which the penalty has been incurred or any portion thereof or who may have 5 been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such 10 proportions as to the High Court of Justice in England may seem fit:

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered 15 by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and 20 form part of the Consolidated Fund of the United Kingdom or in the discretion of the Court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the 25 assets of the Company for the benefit of the creditors thereof.

Sanctioning constructed Railway at Barnstaple.

19.—The construction and maintenance of the railway at Barnstaple as shown upon the deposited plans and sections relating thereto which railway commences in the parish of Barnstaple in the county of Devon by a junction with the Devon and Somerset 30 Railway and terminates in the parish of Bishop's Tawton by a junction with the railway No. 1 authorised by the Great Western Railway Act 1885 is hereby sanctioned and the said railway shall be deemed to have been lawfully constructed and shall for the purposes of tolls rates and charges and for all other purposes whatsoever be deemed to be part of the said railway No. 1 and to have 35 been constructed under the powers of the said Act.

Power to make new roads alterations of roads footpaths &c.

20.—Subject to the provisions of this Act the Company in the lines and according to the levels shown upon the deposited plans and

sections relating thereto may make the new Roads and alterations of roads and bridges and other works and may make the new footpaths and may stop up and discontinue the portions of roads and footpaths and exercise the other powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say):—

They may lengthen on the southern side thereof for a distance of about fifteen yards the bridge which carries Windsor Road in the parishes of Saint Mary the Virgin Cardiff and Roath in the county of Glamorgan over the railway of the Company and if necessary may alter and extend the approaches thereto on the said south side;

They may lengthen on the east side thereof for a distance of about fifteen yards the bridge which carries the footway leading from Tyndall Street to Windsor Road Cardiff in the parish of Saint Mary the Virgin Cardiff in the county of Glamorgan over the railway of the Company and may alter and extend the approach to the said bridge on the east side thereof;

They may stop up and discontinue the portions of roads and footpaths hereinafter described (that is to say):

1. So much of the public footpath in the parish of Clewer in the county of Berks as lies between a point about four-and-a-half chains measured in a north-westerly direction from the western end of Bridgewater Terrace and the point where the said footpath crosses the public road which passes under the railway of the Company near to the north-western end of their Windsor station and in lieu thereof may make and maintain a new footpath wholly in the said parish of Clewer between the said first-mentioned point and the said road opposite to Bridgewater Terrace:

2. So much of the public footpath in the parish of Saint Mary Reading in the county of Berks which leads from Reading to Southcot and passes over the Company's railway about two chains southward of the post thereon indicating thirty-seven and three-quarter miles from London as lies

between the commencement and termination of the new footpath hereinafter described and in lieu thereof they may make and maintain a new footpath to be carried under the said railway and to be situate wholly in the said parish of Saint Mary Reading to commence by a junction with the said first-mentioned public footpath at or near the eastern end of the footbridge carrying the said footpath over the railway and to terminate by a junction with the existing footpath at or near the western side of the bridge carrying the railway over an occupation road about fourteen chains measured in a south-westerly direction from the said post:

3. So much as lies between the boundaries of the Company's property of the road in the parish of Shrivenham in the county of Berks which crosses the Company's railway on the level three-fourths of a chain or thereabouts westward of the post on the said railway indicating seventy-one and a-half miles from London and in lieu thereof they may make and maintain a new road not less than twenty-five feet in width wholly in the said parish to commence by a junction with the existing road about three chains northward of the said railway and to terminate by a junction with the said existing road about five chains southward of such railway:

4. So much of the road in the parish of Fordington in the county of Dorset which runs parallel with the eastern side of the station yard of the Company as extends from the Weymouth Road to a point on the Maumbury Road about seven and a-half chains northward of the junction of the road so to be stopped up with the Weymouth Road and in lieu thereof they may make and maintain a new road not less than thirty feet in width wholly in the said parish commencing by a junction with the Weymouth Road about two and a-half chains north-eastward of the eastern side of the bridge carrying that road over the Company's railway and terminating by a junction with the Maumbury Road about three chains northward of the northern side of the southern entrance to the said station yard:

5. So much as lies within the boundaries of the Company's property of the public footpath in the parish of

Bathwick in the city of Bath in the county of Somerset which crosses the Company's railway on the level about four chains westward of the post thereon indicating one hundred and five and three-quarter miles from London and in lieu thereof they may make and maintain a new footpath over the said railway at or near the site of the said level crossing such footpath to commence by a junction with the existing footpath about one chain westward of the centre of the railway at the said level crossing and to terminate by a junction with such footpath about four chains eastward of the same point and to be situate wholly in the said parish of Bathwick:

6. So much of the road called School Lane in the parish of Cheltenham in the county of Gloucester as extends for a distance of about one chain measured in a northerly direction from the barrier across the said road and which adjoins the approach to the arrival platform of the Company's Station at Cheltenham:

7. So much as lies between the boundaries of the Company's property of the footpaths in the parish of Taunton Saint James in the county of Somerset one of which crosses the Company's railway on the level at or near the post on the said railway indicating one hundred and sixty-three miles from London and the other extends from the said footpath and runs parallel with the said railway for a distance of about seven chains measured along the said railway in a south-easterly direction and in lieu thereof they may make and maintain a new footpath wholly in the said parish to commence by a junction with the existing footpath about one and a-half chains northward of the said railway and about seven chains south-eastward of the said post and to terminate by a junction with the Kingston Road about three and a-half chains north-eastward of such railway:

8. So much as lies between the boundaries of the Company's property of the footpath in the parish of Plympton Saint Mary in the county of Devon which crosses the Company's railway on the level about twenty-six chains north-eastward of the bridge which carries the said railway over

the public carriage road from Sparkwell to Ivy Bridge, about a quarter of a mile westward of Venton Farm and in lieu thereof they may grant to or confer upon the public a right of way over the road which extends from the southern end of the said bridge to or near to Venton Farm.

9. So much as lies between the boundaries of the Company's property of the public footpath in the parish of Bassaleg in the county of Monmouth which crosses the railway of the Company on the level about ten and a-half chains eastward of the east end of the platforms at Tydu Station on the Company's Monmouthshire (Western Valleys) Railway and in lieu thereof they may divert the said path along the public highway to a point half a chain or thereabouts north of the bridge carrying the said highway over the railway at Tydu Station and thence by an existing public footpath in a north-easterly direction to join the public footpath so intended to be stopped up at or near a house called "Werk" situate about fourteen chains measuring in a north-easterly direction from the booking-office at the said Tydu Station:

10. So much as lies between the boundaries of the Company's property of the public footpath in the parish of Mynyddislwyn in the county of Monmouth which crosses the railway of the Company on the level at or near the north end of the platforms of the Company's High Level Station at Crumlin and in lieu thereof they may deviate the same along the public road underneath the bridge carrying the Company's Taff Vale Extension Railway over the said road at a point about eight chains northwards of the said station and they may construct a new footpath to be wholly situate in the said parish commencing at the said bridge and terminating by a junction with the existing public footpath at a point four chains or thereabouts southward of the booking office at the said Crumlin High Level Station:

11. So much as lies between the boundaries of the Company's property of the road in the parishes of Newcastle and Saint Bride's Minor in the county of Glamorgan which crosses the Company's railway on the level at Felinfach about seven and a-half chains south of the south end of the platform on the Porthcawl Branch at Tondu

Station and in lieu thereof they may make and maintain a new road to commence in the parish of Saint Bride's Minor by a junction with the existing road about one chain eastward of the said railway at the said level crossing and to terminate in the parish of Newcastle by a junction with the existing road about one chain southward of the Bridge carrying the Company's Porthcawl Branch Railway over the public highway leading from Tondu to Aberkenfig and Bridgend: 5

12. So much as lies between the boundaries of the Company's property of the road in the parish of Loughor in the county of Glamorgan which crosses the Company's railway on the level at or near the north-eastern boundary of the Elba Steel Works Gowerton and in lieu thereof they may instead of the widening altering and improving of the road and bridge in the said Parish of Loughor delineated on the deposited plans and sections make the new road delineated on the plan and section signed by Sir Ughtred Kay-Shuttleworth the Chairman of the Committee in the House of Commons to whom the Bill for this Act was referred and which plan and section has been deposited in the Private Bill Office of the House of Commons and in the Parliament Office of the House of Lords and which road will be wholly situate in the said Parish of Loughor and County of Glamorgan. 10 15 20 25

For the protection of the Corporation of Cardiff.

21.—For the protection of the Mayor Aldermen and Burgesses of the Borough of Cardiff (hereinafter called "the Corporation") the following provisions shall have effect that is to say:

1. Before commencing under the powers of this Act any alteration of or interference with any street sewer water pipe or other work under the jurisdiction or control of the Corporation the Company shall give to the Corporation fourteen days' notice in writing of their intention to commence the same by leaving such notice with the Town Clerk of the said Borough of Cardiff and the Company in carrying out the same shall take all reasonable precautions and do and maintain such works as may be reasonably necessary for preventing any injury to the 30 35

property or works of the Corporation and make good all damage which may be occasioned thereto :

2. The Company shall reconstruct the approach to the Tyndall Street Footbridge on the east side thereof to the full width of the existing footbridge and approach and so that the inclination shall not be steeper than that existing at the passing of this Act and in lengthening the same the work shall be carried out in such a manner that no portion of Windsor Road shall be taken or utilised for the purpose thereof :

3. Before the Company proceed to construct the lengthening of the bridge which carries Windsor Road Cardiff over the Railway of the Company they shall give at least three months' notice in writing to the Corporation of their intention to do so and the Corporation shall within three months after the delivery to them of the said notice if they require the Company to widen the existing bridge give notice in writing to the Company to that effect and thereupon it shall be referred to the respective Engineers of the Company and the Corporation and in case of their failing within one month to agree to an Engineer to be nominated by the Board of Trade on the application of either party to ascertain the cost which would be incurred by the Company in carrying out such widening by means of cantilevers on each side of the existing bridge such widening not to exceed a clear width between the parapets of forty feet and upon the Corporation giving within one month after the amount shall be so ascertained an undertaking to the Company under their Common Seal to pay to them the amount so ascertained on demand after the completion and opening for traffic of a widened bridge but not earlier than three years from the passing of this Act the Company shall widen the said bridge to a clear width between the parapets of forty feet but subject to the widened bridge being of sufficient strength to carry a fifteen-ton steam roller and to the levels of the surface of the roadway not being made steeper than at present the Company shall be at liberty to carry out the work in such manner as they may think fit :

4. If such notice and undertaking as aforesaid be given by the Corporation the Company shall construct the lengthened portion of the Windsor Road Bridge authorised by this

Act of a width corresponding to the widened portion but not exceeding forty feet in the clear between the parapets and of sufficient strength to carry a fifteen-ton steam roller:

5. If such notice and undertaking as aforesaid be given by the Corporation from and after the completion of the works the party responsible at the time at which such notice is given for the maintenance of the existing Bridge and the road over the same shall unless otherwise agreed between such party and the Corporation be under the same liability with regard to the maintenance of the widened Bridge and the road over such Bridge: Provided always that the Corporation shall on demand repay to such party the amount of any additional expense incurred by him for maintenance in consequence of the widening: Provided also that nothing in this Sub-section contained shall in any way alter prejudice or affect the rights or interests of the Most Honorable John Patrick Crichton Stuart Marquess of Bute as owner or reputed owner of the soil of the road or impose any new or additional liability on him:

6. The amount of any expense incurred by the Corporation in connection with the widening of the said existing Bridge may be raised by the creation and issue of Cardiff Corporation Stock under the Cardiff Corporation Act 1884. Provided that the annual contributions to the Corporation Loans Fund under the said Act for payment of dividends on and towards the redemption and extinction or purchase and extinction of stock created and issued by the Corporation for the purpose aforesaid shall be payable out of the District Fund and General District Rate of the Borough of Cardiff and the Corporation shall not under the powers of this Section create or issue any Irredeemable Stock: Provided also that the annual contributions towards the redemption and extinction or purchase and extinction of the said stock shall be calculated on the basis of a sixty years' sinking fund:

7. In every case where any work constructed under the powers of this Act or on land acquired by the Company under the said powers crosses alters diverts or otherwise interferes with any existing sewer of the Corporation the Company shall bear any costs necessarily and properly incurred in securing and strengthening such sewer from

all damage which may be occasioned by reason of the construction of such work and shall for ever uphold and maintain in good and efficient repair to the reasonable satisfaction of the Corporation such portions of any existing sewer as may be crossed altered diverted or otherwise interfered with under the powers of this Act and the Company shall allow the Corporation their officials agents workmen contractors and materials to have free access at all reasonable times but so as not to delay hinder or interfere with the traffic of the Company or to involve the Company in any expense to any part of the sewer so crossed covered altered diverted or otherwise interfered with :

8. In case the Corporation at any future time require to construct any sewer or to lay any water main or pipe across or under any land acquired or work constructed under the powers of this Act the Company shall free of charge give the Corporation all reasonable facilities for carrying out the work subject to the Corporation making reasonable compensation to the Company for any damage they may sustain by the execution of such work such compensation in case of difference to be determined by Arbitration in manner provided by the Public Health Act 1875 :

9. All works to be executed by the Company under the provisions of this section shall (except as in this section otherwise provided) be executed and maintained by and at the expense of the Company in accordance with plans and sections to be reasonably approved of by the Corporation and to their reasonable satisfaction :

10. The provisions of Section 18 to 23 both inclusive of the Railways Clauses Consolidation Act 1845 shall extend and apply to and in relation to the water mains pipes and apparatus of the Corporation and in construing those Sections for the purposes of this Act the expressions "Water Company" or "Society" when used in those Sections shall mean the Corporation :

11. If any difference or dispute except as hereinbefore specifically provided for arise between the Corporation and the Company touching this Section or anything to be done or

any money to be paid thereunder such difference or dispute shall be determined by an Arbitrator to be agreed upon between the parties or in default of agreement to be appointed by the Board of Trade on the application of either party and the costs of and incident to the Arbitration shall be borne as he shall direct: 5

12. The provisions of this Section shall be in addition to and not in derogation of any other provisions of this Act or of any public Acts relating to Water Supply or other works which may exist for the protection or benefit of the Corporation Provided that the Corporation shall not be entitled to proceed under more than one enactment with respect to one and the same matter: 10

13. Save as in this Act expressly provided nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers and authorities vested in the Corporation but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed. 15

For the protection of the Reading Urban Sanitary Authority

22.—For the protection of the Mayor Aldermen and Burgesses of the Borough of Reading in the County of Berks acting by the Council of the said Borough as the Urban Sanitary Authority within and for the District of the said Borough (hereinafter called the Corporation) with respect to the public footpath in the Parish of Saint Mary Reading aforesaid which the Company are by this Act authorised to stop up and discontinue and with respect to the new footpath in lieu thereof which the Company are authorised to make and maintain the following provisions shall have effect that is to say— 20 25

1. The said new footpath for the whole length thereof including any part thereof which shall consist of steps or of an incline leading to the portion of the said new footpath which will pass under the bridge carrying the Railway over the Occupation Road numbered 5 on the deposited Plan and Book of Reference shall be guarded by sufficient fences on each side of the said new footpath which fences so far as the same do not now exist shall be provided by the Company immediately on the construction of the said new footpath and shall for ever thereafter be 30 35

maintained by the Company. The portion of the said new footpath on the Northern side of the said Occupation Road shall be constructed as a raised footway and supported by a stone curb and gutter and shall be constructed four inches above the level of the said Occupation Road and shall at the narrowest part thereof be three feet wide to the outer edge of the curb and the said new footpath shall at every other part thereof be not less than six feet in width:

2. So soon as the said new footpath shall be made it shall become a public highway or footway repairable by the inhabitants at large:

3. The Company shall make and for ever maintain proper and sufficient provision for preventing the dropping of water upon the said Occupation Road and the said new footpath from the said bridge carrying the said Railway over the said Occupation Road:

4. The said new footpath and all other works and things to be made executed or done by the Company in accordance with the provisions of this section shall be made executed and done by and at the expense of the Company and to the reasonable satisfaction of the Surveyor for the time being of the Corporation and in the event of difference the same shall be determined by a single Arbitrator to be appointed under the provisions of the Railway Companies Arbitration Act 1859 and for the purposes of such Arbitration the Corporation shall be considered as if they were a Railway Company.

Power to deviate in construction of New Roads &c.

23.—The Company may in constructing the new roads footpaths and other works by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the new roads shown on the deposited sections to any extent not exceeding five feet but not so as to increase the rate of inclination of any new road as shown on the said sections.

As to vesting of site and soil of portions of Roads &c. stopped up.

24.—Subject to the provisions of the Railways Clauses Consolidated Act 1845 with respect to mines lying under or near to the railway the site and soil of the portions of roads footpaths and high-

ways stopped up and discontinued under the authority of this Act and the fee simple and inheritance thereof shall (except where by this Act otherwise provided) if the Company are or if and when under the powers of this Act they become the owners of the lands on both sides thereof be wholly and absolutely vested in the Company and they may appropriate the same to the purposes of their undertaking.

Extinguishment of Rights of Way.

25.—All rights of way over or along the several roads footpaths or other highways or portions thereof which shall under the provisions of this Act be stopped up and all rights of way over any of the lands which shall under the compulsory powers of this Act be purchased or acquired shall be and the same are hereby extinguished.

Roads not to be stopped up till New Roads opened.

26.—No road or footpath or portion of road or footpath which is by this Act authorized to be stopped up shall be so stopped up unless and until the new road footpath or other work (if any) which is by this Act authorized to be substituted therefor is completed to the satisfaction of two Justices and opened to the public.

Provided that the Company shall before applying to such Justices for their certificate that such road or footpath is completed to their satisfaction give seven days' notice in writing of their intention to apply for the same to the road authority of the district in which such road or footpath is situate.

Provision as to Repair of New Roads.

27.—The new roads and footpaths to be made under the authority of this Act (except the stone iron or other structure of any bridge carrying the same over any railway which structure shall be repaired and maintained by and at the expense of the Company) shall unless otherwise agreed or otherwise specially provided by this Act when made and completed respectively from time to time be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portions of the same roads and footpaths now devolves.

Power to Company to make Agreements as to the construction or contribution towards the cost of New Roads.

28.—The Company may enter into and carry into effect agreements with the parties having the charge management or control of such roads footpaths or other highways or any of them portions whereof shall under the provisions of this Act be stopped up with reference to the construction or contribution towards the cost of any new road footpath or highway to be substituted therefor and with

reference to any other matters relating thereto and if so agreed the Company may delegate to such parties as aforesaid the power of constructing all or any of such new roads footpaths or highways in which they may be interested.

Power to Company to acquire additional lands for general purposes

29.—Subject to the provisions of this Act and in addition to the other lands which they are by this Act authorized to acquire the Company may from time to time enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation all or any of the lands following delineated on the deposited plans and described in the deposited books of reference respectively relating thereto (that is to say):

Certain lands in the parishes of Clewer and New Windsor in the County of Berks on the northern side of the Company's Railway and adjoining thereto and extending from the northern side of the approach road leading to the Company's passenger station at Windsor for a distance of about thirty chains measured along the railway in a north-westerly direction and part of which lands lie between the said railway and the road or street called Bridgewater Terrace also certain other lands in the said parish of Clewer on the southern side of the Company's railway and adjoining thereto and extending from a point about two and a-half chains north-westward of the Company's goods shed for a distance of about two chains measured along the said railway in a north-westerly direction:

Certain lands in the parish of Pangbourne in the county of Berks on the southern side of the Company's railway and adjoining thereto and extending from a point about two chains eastward of the post on the said railway indicating forty-one and a-quarter miles from Paddington for a distance of about six chains measured along the said railway in an easterly direction:

Certain lands in the parish of Saint Philip and Saint Jacob Without in the city and county of the city of Bristol on the northern side of the Company's main line of railway and adjacent thereto and extending from the eastern side of Avon street for a distance of about six chains measured in an easterly direction along the said railway:

Certain lands in the parish of Wotton Saint Mary in the city and county of the city of Gloucester on the north-eastern side of the Company's railway and adjacent thereto and extending from a point about three chains south-eastward of Northgate Street for a distance of about four chains measured in a south-easterly direction along the said railway: 5

Certain lands in the parish of Cheltenham in the county of Gloucester on the south-eastern side of the Company's railway and adjacent thereto extending from Saint George's Road for a distance of about three chains measured in a north-easterly direction along the said railway and certain other lands in the said parish of Cheltenham in the said county of Gloucester on the north-eastern side of the Company's railway yard at the termination thereof and extending from School Lane for a distance of about one chain measured in a north-westerly direction along the said railway yard: 10 15

Certain lands in the parish of Taunton Saint James in the county of Somerset on the south-western side of the Company's railway and adjacent thereto commencing at a point about twenty chains from the centre of Taunton Station measured along that railway in a south-easterly direction and extending for a distance of about sixteen chains from the last-mentioned point measured in the same direction: 20

Certain lands in the parishes of Saint Mary the Virgin Cardiff and Roath in the county of Glamorgan lying on the south-eastern side of the Company's Bute Docks Branch Railway and adjacent thereto commencing at a point about five chains measuring in a north-easterly direction from the bridge carrying the Windsor Road over the Company's South Wales Railway and the said branch railway and extending for a distance of about twelve chains in a south-westerly direction along the said branch railway from the said bridge: 25 30

Certain lands in the parish of Saint Woollos in the county of Monmouth on the eastern side of the Company's Monmouthshire (Eastern Valleys) Railway and adjacent to their Mill Street Goods Station and consisting of three cottages and outbuildings situate about twenty-eight yards to the northward of the northern end of the platforms at Mill Street Goods Station aforesaid. 35

30.—The powers of this Act for the compulsory purchase of lands shall not be exercised after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

31.—Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes or under the powers of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges as far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to owners to grant easements.

32.—And whereas in the construction by the Company of the railways and works hereinbefore authorised or otherwise in the exercise by the Company of the foregoing powers of this Act it may happen that portions only of the lands buildings or manufactories shown on the deposited plans will be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto:

Owners may be required to sell to Company parts only of certain properties.

Therefore notwithstanding Section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands buildings or manufactories described in the First Schedule to this Act and whereof portions only are required for the aforesaid purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise:

Provided always that if in the opinion of the jury arbitrators or other authority as aforesaid any such portions cannot be severed from the remainder of such properties without material detriment thereto the Company may withdraw their notice to treat for the

portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice: 5

Provided also that as regards the property numbered on the deposited plans relating to the lands in the parishes of Clewer and New Windsor 7 in the said parish of Clewer the provisions of this section shall not apply in the event of the Company requiring to take more thereof than is situate within fourteen feet of the southern limit 10 of deviation as shown on the said plans.

Restriction on displacing persons of the labouring class.

33. (1.) The Company shall not under the powers of this Act or under the powers of any other Act extended by this Act purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within 15 an urban sanitary district ten or more houses which after the passing of this Act have been or on the Fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons 20 belonging to the labouring class as tenants or lodgers unless and until—

(*a.*) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses 25 on the respective Fifteenth day of December aforesaid or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to 30 the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(*b.*) They shall have given security to the satisfaction of the 35 Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either 40 absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

(4.) Any conditions subject to which the Local Government Board may have approved of any scheme under this section or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the Queen's Bench Division of the High Court of Justice.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of Five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court of Justice and shall be carried to and form part of the Consolidated Fund of the United Kingdom:

Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any such scheme under this section such scheme shall for all purposes be deemed to be an undertaking of the Company and the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase Sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond the Metropolis by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any

scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking: 5

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of Twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment: 10

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions if any as they may see fit. 15

(8.) So much of Section 157 of the Public Health Act 1875 as provides that the provisions of that section and of Sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section. 20

(9.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875. 25 30

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector. 35

(11.) For the purposes of this section the expression "labouring

class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Provision with respect to superfluous lands of the Company.

34.—And whereas the Company have from time to time purchased or acquired lands adjoining or near to their railway or a station belonging solely or jointly to the Company but which lands are not immediately required for the purposes of their undertaking and it is expedient that the Company should be relieved from the obligation under certain circumstances to sell the same as superfluous lands:

Therefore nothing in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company with which that Act is incorporated with respect to the sale of superfluous lands shall until the expiration of Ten years from the passing of this Act be held to apply to any lands and the appurtenances thereto acquired by the Company in the parishes or places enumerated in the First Part of the Second Schedule to this Act any part of which lands adjoins the Company's railway or any station belonging solely or jointly to the Company or is situate within One mile measured along the railway of any station belonging solely or jointly to the Company or which may be required for the purposes of any undertaking belonging solely or jointly to the Company. And the Company may during the same period of Ten years from the passing of this Act continue to hold such lands and appurtenances although not immediately required for the purposes of their undertaking. But they shall at the expiration of such period of Ten years sell and dispose of all such parts of such lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking as superfluous lands.

Provision with respect to superfluous lands of the Company and North Western Company.

35.—And whereas the Company and the North Western Company have from time to time purchased or acquired lands with or without buildings thereon in connection with or for the purposes of the Chester Joint Station and the Wrexham and Minera Extension Railway but which lands are not immediately required for the purposes thereof and it is expedient that the said Companies should be relieved

from the obligation under certain circumstances to sell the same as superfluous lands:

Therefore nothing in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company or to the North Western Company or to the Birkenhead Railway and the Chester Joint Station with which that Act is incorporated with respect to the sale of superfluous lands shall until the expiration of Ten years from the passing of this Act be held to apply to any lands with or without any building thereon and the appurtenances thereto acquired by the Company and by the North Western Company or either of them in the parishes enumerated in the Second Part of the Second Schedule to this Act any part of which adjoins such undertaking or may be required for the purposes of widening the said railway or making sidings or other works in connection therewith or is situate within one mile of any station on the said railway. And the Company and the North Western Company or either of them may during the same period of Ten years from the passing of this Act continue to hold such lands buildings and appurtenances although not immediately required for the purposes aforesaid. But the said Companies shall at the expiration of such period of Ten years sell and dispose of all parts of such lands which shall not then have been applied to or are not then required for the purposes of the Birkenhead Railway or the Chester Joint Station as superfluous lands.

Company and North Western Company may hold lands acquired by agreement

36.—The Company and the North Western Company or either of them may hold and use and apply for and to any purposes connected with their joint undertakings certain lands at or near Onibury in the parish of Onibury in the county of Salop and certain other lands in the parish of Leominster in the county of Hereford purchased by them or one of them by agreement described in the Third Schedule to this Act and which are shown on the plans deposited in the Parliament Office of the House of Lords and the Private Bill Office of the House of Commons and entitled "Plans of lands referred to in the Third Schedule to the Great Western Railway Act, 1888."

Revival of powers and extension of time for purchase of lands for railway No. 2 authorised by No 2 Act of 1882.

37.—The powers granted by the Great Western Railway (No. 2) Act 1882 as amended by the Great Western Railway Act 1885 for the compulsory purchase of lands so far as the same relate to or affect the Railway No. 2 by the first mentioned Act authorised

are by this Act revived and extended and may be exercised during the period of Two years from the Twenty-fourth day of July 1887 and at the expiration of that period those powers shall cease and determine.

Extension of time for construction of railway No. 2 authorised by No. 2 Act of 1882.

38.—The powers granted by the Great Western Railway (No. 2) Act 1882 as amended by the Great Western Railway Act 1885 for the construction of the Railway No. 2 by the first mentioned Act authorised are hereby extended and may be exercised by the Company for the period of Three years from the Twenty-fourth day of July 1888 and Section 10 of the first-mentioned Act shall be read and construed as if the period limited by this Act for the completion of the said railway had been the period limited by that Act for the completion thereof.

Abandonment of railways 1 and 3 authorised by No. 2 Act of 1882.

39.—The Company shall abandon the construction of the railways Nos. 1 and 3 described in and authorised by the Great Western Railway (No. 2) Act 1882.

Abandonment not to affect right to compensation for damage to land by entry &c. for purposes of work abandoned.

40.—The abandonment by the Company under the authority of this Act of the railways mentioned in the last preceding section shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railways and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Great Western Railway (No. 2) Act 1882.

Compensation to be made in respect of portions of railways abandoned.

41.—Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being

completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof. 5

Agreements set forth in Fourth & Fifth Schedules confirmed

42.—The several Agreements hereinafter mentioned are hereby respectively confirmed and made binding upon the parties thereto and may and shall be carried into effect accordingly in the terms respectively set forth in the Fourth and Fifth Schedules to this Act: 10

1. An Agreement between the Oldbury Railway Company and the Company dated the Tenth day of August 1886 for the working maintenance and user of the Oldbury Railway by the Company and for other purposes:
2. An Agreement between the Rhondda and Swansea Bay Railway Company and the Company dated the Thirteenth day of August 1885 for the interchange and conveyance of traffic and for other purposes. 15

As to recovery of dock dues.

43.—The provisions of Section 45 of the Harbours Docks and Piers Clauses Act 1847 with respect to the recovery of rates on goods shall extend and apply to any rates dues rents or charges payable to the Company in respect of the Plymouth Great Western Docks under the Great Western Railway Act 1880 or any other Act relating to those Docks or in respect of any other docks wharves or shipping places of the Company under any Act or Acts relating to any other dock or docks wharves or shipping places of the Company in respect of any goods articles or things laden or unladen or taken on board or discharged thereat or therein respectively. 20 25

As to Customs and other bonds given by Company.

44.—The Company may with the sanction of the Commissioners of Customs or the Commissioners of Inland Revenue give and grant to Her Majesty under their common seal bonds general or otherwise conditioned for the due removal or exportation of goods liable to duties of Customs or Excise or for warehousing or otherwise dealing with such goods in accordance with the laws and regulations of the Customs and Excise for the time being in force. 30 35

Delivery Warrants.

45.—With respect to the giving of certificates and warrants by the Company for the delivery of goods the following provisions shall have effect (that is to say)

1. The Company from time to time at the request of any person warehousing or depositing any goods merchandise articles or things in any warehouse or upon any of the docks wharves or shipping places or in any free or bonded warehouses depots buildings transit and other sheds and conveniences belonging to or leased or occupied by the Company specially appropriated for the purpose or any person entitled to any goods so warehoused or deposited may if the Company think fit issue and deliver to him a certificate in a form approved by the Company of the goods so warehoused or deposited or a warrant in a form approved by the Company for the delivery of the goods so warehoused or deposited or any part thereof to be respectively specified in the warrant:

Company may give certificates of deposited goods and warrants for delivery of goods.

2. No such warrant for delivery shall be given unless and until all liens and claims for freight and all other liens or claims whatsoever to which the goods were liable while on board any vessel and before the warehousing or depositing of the same and of which the Company have notice in writing and all rates rents charges and expenses payable to the Company with respect to the warehousing or depositing of the goods or for services performed by the Company in respect thereof are paid or discharged:

Warrant not to be given till freight rates &c paid.

3. Before a warrant for the delivery of all or any of the goods specified in any certificate is issued by the Company the certificate shall be delivered to them to be cancelled Provided that if the warrant be for the delivery of part only of the goods the Company shall issue to the person so delivering up the certificate a new certificate with respect to the goods not specified in the warrant:

Warrant not to be given until certificate given up.

4. Every such certificate or warrant for delivery shall be deemed to be a document of title to the goods specified therein and shall be transferable by endorsement and any holder of such certificate or warrant whether the person named therein or the endorsee thereof shall have the same right to the possession and property of such goods as if they were deposited in his own warehouse:

Effect of certificate or warrant.

5. Every such certificate or warrant shall state on the face thereof the effect of the last preceding subsection and that the certificate or warrant is issued under the powers of this Act:

Notice of effect of certificate or warrant to be endorsed thereon.

6. The Company may charge for each certificate or warrant any sum not exceeding two shillings.

Provisions as to Great Western Railway Medical Fund Society.

46.—Whereas the Great Western Railway Medical Fund Society is a Society of the Servants of the Company at New Swindon in the County of Wilts and is a registered Friendly Society under the Friendly Societies Act 1875 but doubts have arisen as to whether the objects of the Society are in some respects covered by the said Act and it is desirable that such doubts should be removed it is therefore hereby enacted as follows—

(*a*) The said Society shall be deemed to be a Friendly Society within the meaning of the said Act:

(*b*) The Society may from time to time make amendments in the rules of the Society so as to extend the objects of the Society to the promotion of the health of its members and their families by the provision of baths and such other means as may from time to time appear necessary or desirable and to permit the use of the baths by persons who are not members of the Society on their paying such admission fees as may from time to time be determined by the Committee and the Registrar of Friendly Societies may register such amendments under the provisions of the Friendly Societies Act.

Repeal of section 89 of Duffryn Llynvi and Porthcawl Railway Act 1825.

47.—Section 89 of the Duffryn Llynvi and Porthcawl Railway Act 1825 is hereby repealed.

As to bond of Kington and Eardisley Railway Company

48.—The sum of Eleven thousand two hundred pounds the amount of the bond dated the fifth day of August 1864 entered into by the Kington and Eardisley Railway Company and Richard Green Price (afterwards Sir Richard Green Price since deceased) under the provisions of Section 17 of the Kington and Eardisley Railway Act 1864 is hereby released and the Solicitor to the Treasury shall deliver up to the Company the said bond in order to the cancelling thereof.

Vesting in Company the undertaking of the Leominster and Bromyard Railway Company

49.—The agreement between the Leominster and Bromyard Railway Company (hereinafter called the Leominster Company) of the first part Colonel Richard Prescott Decie James Rankin Thomas Bristow Stallard Major Edward Nicholas Heygate Major John Howarth Ashton and Thomas Davies Burlton (hereinafter called the Directors) of the second part and the Company of the third part for amongst

other things the vesting in the Company of the undertaking of the Leominster Company set forth in the Sixth Schedule to this Act (hereinafter referred to as the Leominster Agreement) is hereby confirmed and made binding upon the parties thereto and upon all persons purporting to be affected thereby and may and shall be carried into effect accordingly:

As from the First day of July 1888 (which day is hereinafter referred to as the date of vesting) the undertaking of the Leominster Company as defined in the Leominster agreement shall be transferred to and vested in the Company:

The Leominster Company shall as from the date of vesting be dissolved except for the purpose of winding up their affairs as provided by this Act and of otherwise carrying into effect the provisions of this Act:

Provided always that at the date of vesting all the unexercised powers of the Leominster Company of raising capital by the creation and issue of shares and of raising money by mortgages and debenture stock shall be and the same are hereby extinguished:

The vesting shall be deemed to be an amalgamation of the undertaking of the Leominster Company with the undertaking of the Company within the meaning of Part V. (relating to Amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly so far as the same are not inconsistent with or varied by the provisions herein and in the Leominster agreement contained:

The transfer and vesting shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth and such deed shall be duly stamped with the proper ad valorem duty: and the Company shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within three months from the passing of this Act and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the passing of this Act to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Leominster Company to be wound up.

50.—Notwithstanding anything contained in this Act or the Acts incorporated herewith or in any other Act or Acts from and after the payment issue and receipt of the consideration the Company shall hold the undertaking of the Leominster Company

freed and discharged from all debts liabilities obligations and engagements of that Company (except as otherwise provided in the Leominster Agreement) and thereupon the Leominster Company shall be wound up in the same manner and with the same incidents as if the Leominster Company were a Company registered under the Companies Acts 1862 to 1880 and shall from and after the passing of the Act be deemed to be so registered accordingly and for the purposes of calling and holding meetings and passing resolutions and other matters incident to such winding up the provisions contained in the said Leominster Company's Acts of Parliament and the Acts incorporated therewith may and shall take effect as resolutions of a Company duly registered: Notwithstanding anything contained in this Act or in the Leominster Agreement the sum of Nineteen thousand and fifty-nine pounds mentioned in the said Agreement shall be held by the Company in trust for or shall be paid to the liquidator appointed in the winding-up and payment to or under the direction of such liquidator shall be deemed to be payment to the directors of the said sum within the meaning of the said Agreement.

Power to Company to apply surplus funds for purposes of vesting the Leominster Company's undertaking.

51.—The Company may from time to time apply any moneys raised by them and which are not by any Act relating to them made applicable to any special purpose or which being so made applicable are not required for that special purpose to the carrying the said vesting into effect to defraying such of the liabilities of the Leominster Company as are not to be defrayed by that Company to completing any portion of the undertaking of that Company which may not at the date of vesting be completed including the completion of the said authorised Railway between Steens Bridge and Bromyard and to putting the undertaking of the Leominster Company into efficient repair and condition.

Leominster shareholders not to be shareholders of Company.

52.—Notwithstanding the vesting and notwithstanding anything contained in section 55 of the Railways Clauses Act 1863 the stockholders and shareholders of the Leominster Company shall not be stockholders or shareholders of the Company or have any right or claim whatsoever upon or against the Company or the undertaking of the Leominster Company but the payment of the sum of Nineteen thousand and fifty-nine pounds specified in the Leominster agreement shall be received and applied by the Leominster Company in paying and satisfying and discharging all the debts

and liabilities to be paid satisfied and discharged by them according to their priorities and the balance or remainder of the said sum together with the sum of ten shillings per share payable in respect of every fully paid-up share in the Leominster Company as specified by the said Agreement shall be applied for the benefit of the holders of stocks and shares in the Leominster Company entitled to participate therein.

Vesting in Company the undertaking of the Worcester Bromyard and Leominster Railway Company

53.—The Agreement between the Worcester Bromyard and Leominster Railway Company (hereinafter called the Worcester Company) and the Company for the vesting in the Company of the undertaking of the Worcester Company set forth in the Seventh Schedule to this Act (hereinafter referred to as the Worcester Agreement) is hereby confirmed and made binding upon the parties thereto and may and shall be carried into effect and shall be read and construed as part of this Act:

As on and from the 1st day of July 1888 (which day is hereinafter referred to as the date of vesting) the undertaking of the Worcester Company as described in the Worcester agreement shall be transferred to and vested in the Company:

The Worcester Company shall as from the date of vesting be dissolved except for the purpose of winding up their affairs as provided by this Act and of otherwise carrying into effect the provisions of this Act:

Provided always that at the date of vesting all the unexercised powers of the Worcester Company of raising capital by the creation and issue of shares and of raising money by mortgages and debenture stock shall be and the same are hereby extinguished:

The vesting shall be deemed to be an amalgamation of the undertaking of the Worcester Company with the undertaking of the Company within the meaning of Part V. (relating to amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly so far as the same are not inconsistent with or varied by the provisions herein and in the Worcester agreement contained:

The transfer and vesting shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth and such deed shall be duly stamped with the proper ad valorem duty and the Company shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within three

months from the date of vesting and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of vesting to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Power to Company to apply surplus funds for purposes of vesting the Worcester Company's undertaking

54.—The Company may from time to time apply any moneys raised by them and which are not by any Act relating to them made applicable to any special purposes or which being so made applicable are not required for that special purpose to the carrying the said vesting into effect to defraying such of the liabilities of the Worcester Company as are not to be defrayed by that Company to completing any portion of the undertaking of that Company which may not at the time of the vesting be completed and to putting the undertaking of the Worcester Company into efficient repair and condition.

Shareholders not to be shareholders of Company.

55.—Upon the vesting taking effect then notwithstanding anything contained in section 55 of the Railways Clauses Act 1863 the stockholders and shareholders of the Worcester Company shall not be stockholders or shareholders of the Company or have any right or claim whatsoever upon or against the Company or the transferred undertaking.

As to capital of Company.

56.—On and after the date of vesting the capital of the Company shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of the Worcester agreement Provided always that any additions to the Great Western Railway Company's Debenture Stock under the authority or for the purposes of this Act shall be deemed to be part of and shall rank pari passu with the other like stock of the Company.

Certificates of debenture stock &c. of Worcester Company to be exchanged.

57.—Every holder of the debenture debt of the Worcester Company mentioned in the third article of the Worcester agreement shall upon the delivery of the certificates for the same to the Company be entitled to receive and shall receive in the stead thereof certificates of Great Western Railway Debenture Stock bearing interest as on and from the date of vesting at the rate of Five pounds per centum per annum to which such holder may be entitled in exchange in the proportion of One hundred pounds of such stock for every One hundred pounds paid up in respect of Debenture Stock of the Worcester Company and the

certificates with respect to the said Worcester Company's Debenture Stock shall thereupon be cancelled.

58.—Every holder of the preference stock of the Worcester Company mentioned in the third article of the Worcester agreement shall upon the delivery of the certificates for the same to the Company be entitled to receive and shall receive in the stead thereof a cash payment of a sum calculated at the rate of Ninety-five pounds for every One hundred pounds paid up in respect of such stock and so in proportion for any less amount paid up in respect of such stock together with interest on such sum at the rate of Five pounds per centum per annum as on and from the date of vesting until payment of the same.

Certificates of preference stock of Worcester Company to be exchanged.

59.—Every holder of fully paid up ordinary shares of the Worcester Company mentioned in the third article of the Worcester agreement shall upon the delivery of the certificates for the same to the Company be entitled to receive and shall receive in the stead thereof the sum of Ten shillings for each fully paid up share and in the same proportion for any such ordinary shares as have been only partially paid up together with interest on such sum at the rate of Five pounds per centum per annum as on and from the date of vesting until payment of the same.

Certificates of Ordinary Shares of Worcester Company to be delivered to Great Western Company

60.—The Company shall by an Advertisement in some newspaper published in the City or County of Worcester and by a circular sent to each holder of Preference Stock and Ordinary Shares of the Worcester Company give not less than six weeks' notice of the day on which and the place at which they will be prepared to make the payments mentioned in the two last preceding Sections of this Act and requiring such holders to deliver up the Certificates for the Stock or Shares held by them respectively and no interest shall be payable by the Company under the provisions of the said two sections after the date so fixed on any sum or sums of money payable in respect of any Stock or Shares the Certificates for which shall not be delivered to the Company on or before that date.

Notice to be given by Company of intention to pay off Shareholders of Worcester Company.

61.—If the certificate for any of the said Worcester Company's debenture stock preference stock or ordinary shares be lost or destroyed then upon proof thereof and upon an indemnity being given against any claim in respect of such lost or destroyed certificate

Provisions as to lost certificates of Worcester Company.

to the satisfaction of the directors of the Company they shall deliver to the person entitled to such certificate a certificate for the substituted Debenture Stock or shall pay to such person the sum as the case may be to which he would be respectively entitled if such first-mentioned certificate had not been lost or destroyed. 5

Dissolution of Kingsbridge and Salcombe Railway Company and transfer of powers to Company.

62.—On the passing of this Act the Kingsbridge Company shall be and the same is hereby dissolved and all the rights powers privileges and authorities which by the Acts relating to the Kingsbridge and Salcombe Railway are conferred upon the Kingsbridge Company are by this Act transferred to and vested in the Company 10 who may in their own name and under their own seal or under the hands of their Directors Secretary officers and servants exercise all those rights powers privileges and authorities (except only the powers of raising money which powers are by this Act repealed) as fully and effectually in all respects as the Kingsbridge Company or 15 the Directors Secretary officers and servants of that Company as the case may be might have exercised the same if this Section of this Act had not been passed and the Company shall discharge and fulfil all liabilities and obligations (so far as such liabilities and obligations are not otherwise discharged fulfilled released or arranged 20 for) of the Kingsbridge Company under all contracts and agreements entered into by them in reference to the Kingsbridge Railway or connected therewith and which are now binding on the Kingsbridge Company :

Provided that any contract or agreement with reference to the 25 discharge of the liabilities of the Kingsbridge Company shall enure remain and be valid and binding in favour of the Company.

Kingsbridge and Salcombe Railway to become after transfer part of the undertaking of the Company.

63.—All the provisions of the Acts relating to the Kingsbridge Company except those relating to the constitution and to the share and loan capital of that Company shall (so far as applicable) have 30 effect as if the Company had been named throughout the same instead of the Kingsbridge Company and the undertaking authorised by those Acts shall subject to the provisions of the said Acts become part of the undertaking of the Company.

Company may raise capital of Kingsbridge Company

64.—The Company may for the purposes of the Kingsbridge 35 and Salcombe Railway raise capital for any amount not exceeding the sum of One hundred and sixty thousand pounds (being the amount of the share capital authorised by the Kingsbridge and Salcombe Railway Act 1882 hereinafter referred to as the Kingsbridge Act 1882) by the creation and issue of new stock in their own undertaking and the Company may create and issue such stock either

wholly or partially as consolidated ordinary stock or wholly or partially as consolidated preference stock as they may think fit and the Company may create and issue debenture stock for any amount not exceeding Fifty-three thousand pounds (being the amount which by the Kingsbridge Act 1882 the Kingsbridge Company were authorised to borrow) and the provisions hereinafter contained with respect to the issue of stocks shall apply to the stocks created and issued by the Company under the authority of this enactment Provided always that any addition to the said consolidated ordinary consolidated preference and debenture stocks made under the authority or for the purposes of this enactment shall be deemed to be part of and shall rank pari passu with the other like stocks of the Company.

Penalty imposed unless the Kingsbridge Railway is opened within the time limited.

65.—If the Company fail within the period limited by the Kingsbridge Act 1882 as extended by the Kingsbridge and Salcombe Railway (Extension of Time) Act 1887 to complete the railways authorised by the Kingsbridge Act 1882 the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said Railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster General for and on behalf of the Supreme Court of Judicature in England in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the said railways by unforeseen accident or circumstances beyond their control provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty in respect of Kingsbridge Railway.

66.—Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the said railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Kingsbridge Company by the Kingsbridge Act 1882 and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Release of Kingsbridge Company's deposit.

67.—In consideration of the liability of the Company to the penalties by this Act provided Sections 39 and 40 of the Kingsbridge Act 1882 (relative to the deposit) shall be by virtue of this Act repealed. And the High Court of Justice in England shall at any time after the passing of this Act but without requiring the production of a certificate of the passing of the Kingsbridge Act 1882 order (according to the provisions of the Act of the Ninth and Tenth Years of Her Majesty's reign Chapter Twenty) the payment or transfer to the person or persons to whom the same has been assigned or to such person or persons as they may appoint of the sum of seven thousand eight hundred and seventy-six

pounds three pounds per centum Consolidated Bank Annuities now in Court in respect of the railways authorised by the Kingsbridge Act 1882 and any interest or dividend payable thereon.

Directors of Kingsbridge Company to wind up affairs.

68.—The directors of the Kingsbridge Company who are in office at the time of the passing of this Act and the survivors or survivor of them may notwithstanding the dissolution of that Company continue to act and may take any proceedings necessary or proper for winding up the affairs of that Company and distributing the assets thereof (if any).

Subscription to undertakings of West Drayton and Whitland Railway Companies.

69.—The Company with the authority of three-fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may in their own name from time to time subscribe for and take shares in or by lending money on mortgage or subscribing for or taking debenture stock contribute funds towards the undertakings of the West Drayton Company and the Whitland Company or either of them to any amount not exceeding in the case of the West Drayton Company the sum of ten thousand pounds and in the case of the Whitland Company the sum of ten thousand pounds beyond that (if any) which the Company are already authorised to contribute:

Provided always that the Company shall not sell transfer or dispose of any shares or stock so held by them:

The Company shall in respect of any shares in the West Drayton and the Whitland Companies respectively held by them in virtue of any such subscription have all the powers rights and privileges (except in regard to voting at general meetings which shall be as hereinafter provided) and be subject to all the obligations and liabilities of proprietors of shares in those Companies respectively:

The Company when they have become shareholders in the West Drayton and the Whitland Companies respectively may by writing under their common seal from time to time appoint some person to attend any meeting of those Companies respectively and such person shall have all the privileges and powers attaching to other shareholders at such meetings and shall be entitled to one vote in respect of every fifty pounds of the capital held by the Company in those Companies respectively:

Every such appointment by the Company of any person to vote on their behalf shall be delivered to the respective Company and kept with their records and shall be at all reasonable times open to the inspection and transcription of all parties interested and every such instrument shall as between the Company and the respective Company as aforesaid be sufficient evidence of the fact therein stated :

The Company and the West Drayton and the Whitland Companies respectively may make and carry into effect agreements with respect to the matters aforesaid so as the same are not inconsistent with the provisions of this Act.

Power to Company to raise additional capital

70.—The Company from time to time by the order of any general meeting of the Company may create and issue new shares or stock for such additional capital as they shall think necessary not exceeding seven hundred thousand pounds exclusive of the other capital and other moneys which they are or may be authorised to create and issue or raise by this or any other Act or Acts of Parliament and the Company may create and issue such new shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

As to disposal by Company of new Shares or Stock.

71.—Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may from time to time in issuing any portion of the additional capital by this Act authorized dispose of all or any of the shares or stock representing the same at such times to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company.

Power to Company to cancel unissued Shares or Stock

72.—If the Company after having created any new shares or stock under the provisions of this Act or any other Act or Acts of Parliament relating to the Company or to any Company amalgamated therewith determine not to issue the whole of the shares or stock so created they may cancel the unissued shares or stock and may from time to time thereafter create and issue instead thereof other new shares or stock of an aggregate amount not exceeding the aggregate amount of the shares or stock so cancelled and in like manner the Company may create and issue new shares or stock in lieu of any new shares or stock which may have been issued and redeemed or in lieu of any certificate entitling the holder to be registered in respect of shares or stock.

73.—The Company shall not issue any share nor shall any share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

Shares not to be issued by Company until one-fifth part thereof shall have been paid up.

5 **74.**—Except as by or under the powers of this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be entitled and subject to the same powers provisions liabilities rights privileges and incidents whatsoever 10 in all respects as if that capital were part of the now existing capital of the Company and the new shares or stock were shares or stock in that capital. The capital in new shares or stock so created shall form part of the capital of the Company.

Except as otherwise provided new shares or stock of Company to be subject to same incidents as other shares or stock.

75.—Every person who becomes entitled to new shares or stock 15 of the Company under this Act shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or stock.

Dividends on new shares or stock of Company.

20 **76.**—Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock of the Company to which a preferential dividend shall be assigned.

Restriction as to votes in respect of preferential shares or stock of Company.

77.—Subject to the provisions of any Act already passed by 25 which the Company are authorised to create new shares or stock not already issued and to the provisions of this Act and any other Act passed in the present Session of Parliament whether before or after the passing of this Act by which the Company may be authorised to create and issue capital by new shares or stock the 30 Company may if they think fit create and issue new shares or stock of one and the same class for all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to create and issue by the creation and issue of new shares or stock.

New shares or stock of Company raised under this Act and any other Act of present Session may be of same class.

35 **78.**—The Company may in respect of the additional capital of seven hundred thousand pounds which they are by this Act authorised to create and issue from time to time borrow on

Power to Company to borrow.

mortgage of their undertaking any sum not exceeding in the whole two hundred and thirty-three thousand pounds but no part thereof shall be borrowed until shares for so much of the said capital as is to be created by means of shares are issued and accepted and one-half of such capital is paid up and the Company has proved to the Justice who is to certify under the Fortieth Section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of that capital have been issued and accepted and that One-half of that capital has been paid up and that not less than One-fifth part of the amount of each separate share in that capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for One-half of so much of the said additional capital as is to be created by means of stock is fully paid up and the Company have proved to such Justice as aforesaid before he so certifies that shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same are issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such Justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Company may issue debenture stock.

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

As to fractional parts of a pound of stock of the Company.

80.—Notwithstanding anything in this Act contained no person or corporation shall become entitled under this Act to any fractional part of a pound of stock of any denomination (including debenture stock) in the capital of the Company but in every case in which any such person or corporation would but for this enactment have become entitled to a fractional part of a pound of any such stock the Com-

pany may at their option receive from such person or corporation such a further sum in cash as will make up an even pound or pay to such person or corporation in cash the amount of such fractional part.

81.—All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall unless otherwise provided by this Act be applied only to the purposes of this Act to be carried into effect by the Company and to the general purposes of the undertaking of the Company being in every case purposes to which capital is properly applicable.

Application of moneys raised by Company.

82.—All mortgages or bonds granted before the passing of this Act by the Company, or by or in the name of any Company whose undertaking is under the powers of any Act of Parliament purchased by the Company or amalgamated with or vested in the undertaking of the Company shall during the continuance of such mortgages or bonds and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over all mortgages granted after the passing of this Act by the Company. But nothing in this Section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Mortgages already granted by Company to have priority.

83.—The Company may from time to time apply to all or any of the purposes of this Act to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose or which being so made applicable are not required for the special purpose And the Company may from time to time for the general purposes of their Undertaking and for the more efficient working of their traffic issue any shares or stocks which under the authority of any Act passed prior to the present Session of Parliament the Company may have created or may hereafter create but which are not or may not be required for the special purposes for which such shares or stocks respectively were authorised to be created Provided that all money raised by the issue of such shares or stocks shall be applied only to purposes to which capital is properly applicable.

Power to Company to apply Surplus Moneys to purposes of this Act.

84.—The Oldbury Railway Company may for the purpose of discharging their debts and liabilities and for the general

Power to Oldbury Railway Company to borrow.

purposes of their Undertaking and for purposes connected therewith from time to time borrow on mortgage of their undertaking in addition to the sums which they are already authorised to borrow any sum or sums not exceeding in the whole seven thousand five hundred pounds. 5

Provisions as appointment of Receiver of Oldbury Railway Company.

85.—Every provision in any Act passed before the present Session of Parliament whereby the Oldbury Railway Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by that Company of arrears of principal money or interest or principal money and interest shall be and the same are hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision. The mortgagees of the Oldbury Railway Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal or interest or principal and interest the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than three thousand pounds in the whole. 10 15 20

Priority of existing mortgages by Oldbury Railway Company.

86.—All mortgages and bonds (if any) granted by the Oldbury Railway Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and bonds have priority over any mortgages of the Oldbury Railway Company granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Oldbury Railway Company. 25 30

Oldbury Railway Company may create Debenture Stock

87.—The Oldbury Railway Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by that Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or 35

resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Application of moneys by Oldbury Railway Company.

88.—All moneys raised by the Oldbury Railway Company under this Act whether by debenture stock or borrowing shall be applied only for the general purposes of the Oldbury Railway Company's undertaking being in every case purposes to which capital is properly applicable.

Power to Company and North Western Company to apply corporate funds to purposes of Act.

89.—The Company and the North Western Company respectively may apply to the purposes of this Act which they are respectively empowered to carry into execution and to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Acts relating to such Companies respectively and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Interest not to be paid on calls paid up in the Company and Oldbury Railway Company.

90.—No interest or dividend shall be paid out of any share or loan capital which the Company or the Oldbury Railway Company respectively are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent those Companies from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

91.—The Company and the Oldbury Railway Company respectively shall not out of any money by this Act authorised to be raised by them respectively pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising either of them to construct any railway or to execute any other work or undertaking.

For the protection of the Postmaster-General.

92.—Nothing in this Act or in any of the Agreements scheduled hereto shall affect the rights of the Postmaster-General under the

Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across any Railways or works authorised by any Act passed after the 1st day of January 1878 and comprised in any Undertaking by this Act transferred to or vested in or authorised to be leased to or worked by the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in any such Undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid in respect of any such Railway and works notwithstanding that any such Undertaking as aforesaid is owned leased or worked by the Company or amalgamated with the Undertaking thereof and as freely and fully in all respects as he was entitled to do before the passing of this Act.

Saving rights of the Crown in the foreshore.

93.—Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty her heirs or successors.

Saving rights of the Crown.

94.—Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty her heirs or successors.

Saving rights of the Duchy of Cornwall.

95.—Nothing contained in this Act or in any Act or Acts incor-

porated herewith shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to Her Majesty her heirs or successors in right of the Duchy of Cornwall without the consent in writing 5 of some two or more of such of the regular officers of the said Duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 Section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise 10 for the time being exerciseable in relation to the said Duchy or belonging to the Duke of Cornwall for the time being without the consent of such Duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges 15 powers or authorities vested in or enjoyed by Her Majesty her heirs or successors in right of the Duchy of Cornwall or in or by the Duke of Cornwall for the time being.

Provision as to General Railway Acts.

96.—Nothing in this Act contained shall exempt the Company or the North Western Company or the Oldbury Railway Company 20 or their respective railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway Companies now in force or which may hereafter pass during this or any future Session of Parliament or from any future revision or alteration under the authority of Parliament of 25 the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by those Companies respectively.

Costs of Act.

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

Schedules to which the foregoing Act refers.

FIRST SCHEDULE.

DESCRIBING LANDS BUILDINGS and MANUFACTORIES whereof Portions only are required to be taken by the Company.

Railway.	Parish.	No. on Deposited Plan.	Description of Property.
No. 1	St. Philip and St. Jacob Without	1	Rough ground tips and garden ground.
No. 2	Do.	1	Rough ground tips tramways and garden ground.
	Do.	2	Field.
	Do.	3	Field and clay pit.
	Do.	26	House garden outbuilding and fowl houses.
No. 3	Do.	1	Rough ground tips and garden ground.
	Do.	2	Field.
Widening of South Devon Railway—Hemerdon Junction to Rattery Junction	Cornwood	65	Garden ground.
	South Brent	123	Plantation.
	Do.	125	Plantation.
	Do.	126	Garden ground and footpath.
Do.	Rattery	2	Stable and yard.
	Do.	3	Park land and trees.
	Do.	4	Field.
	Do.	5	Field footpath and trees.
	Do.	6	Plantation.
	Do.	6A	Plantation.
	Do.	9	Plantation.

Railway.	Parish.	No. on Deposited Plan.	Description of Property.
Widening of South Devon Railway—Hemerdon Junction to Rattery Junction	Rattery	10	Lodge and gardens.
	Do.	11	Private road.
	Do.	13	Field.
	Do.	14A	Orchard.
	Do.	14B	Garden.
	Do.	15	Garden and mill aqueduct.
	Do.	17	Garden ground under railway bridge.
Widening of South Devon Railway—Parsons Tunnel to Dawlish	Dawlish	13	Cliff plantation and footpath.
	Do.	17	Plantation.
	Do.	18	Plantation and footpath.
	Do.	19	Field.
	Do.	24	Cliff rough land footpath and trees.
	Do.	25	Ornamental ground footpath and trees.
	Do.	43	Field and shrubs.
	Do.	44	Plantation.
	Do.	45	House stables outhouses and ornamental grounds.
	Do.	46	Ornamental ground trees and footpath to beach.
Widening of Bridge over Avon Street Bristol	St. Philip and St. Jacob Without	1	Railway yard and weighing machine.
	Do.	4	Yard and workshops.

Railway.	Parish.	No. on Deposited Plan.	Description of Property.
Widening of Bridge over Barton Road Bristol	St. Philip and St. Jacob Without	1	Houses yards pottery sheds and buildings.
	Do.	2	Approach and yard.
	Do.		Yard and outbuildings.
Widening of Bridge over Floating Harbour Bristol	Do.	1	Railway yard and works connected therewith.
Lands in the Parishes of Clewer and New Windsor	Clewer	7	Yard stables workshops sheds sawpit and machinery.
	Do.	24	Garden and carriage house.
	Do.	25	Part of yard and gasworks.
	New Windsor	1	Garden and shed.
	Do.	2	Yard sheds steps and garden.
	Do.	4	Yard and shed.
Lands in the Parish of St. Philip and St. Jacob Without	St. Philip and St. Jacob Without	4	Yard and workshop.
	Do.	5	Houses yards pottery sheds and buildings.
	Do.	5A	Approach to yard.
	Do.	6	Yard and outbuildings.
Lands in the Parish of St. Mary the Virgin Cardiff and Roath	Roath	3	Field.

SECOND SCHEDULE.

FIRST PART.

SUPERFLUOUS LANDS OF THE COMPANY.

CORNWALL.

St. Ives.

DENBIGHSHIRE.

Chirk.

GLAMORGANSHIRE.

Bedwas.
Merthyr Tydfil.

GLOUCESTERSHIRE (City and County of the City of)

St. John Baptist Gloucester.

GLOUCESTERSHIRE.

Barnwood.

MONMOUTHSHIRE.

Abergavenny.
Llanfihangel Pontymoile.

OXFORDSHIRE.

St. Thomas Oxford.

SHROPSHIRE.

Donnington.
St. Alkmund Shrewsbury.
Wembridge.

SOMERSETSHIRE.

Axbridge.
Castle Cary.
Cheddar.
Churchill.
Congresbury.
Marston Biggott.
Queen Camel.
Rodney Stoke.
St. Cuthbert Wells.
Westbury.
Winscombe.
Wookey.

STAFFORDSHIRE.

Bushbury.

WARWICKSHIRE.

Aston Juxta Birmingham.
Bishops Itchington.

WILTSHIRE.

Rodborne Cheney.
Warminster.

WORCESTERSHIRE.

Dudley.
St. John Bedwardine.

SECOND PART.

SUPERFLUOUS LANDS

OF THE COMPANY AND THE NORTH WESTERN COMPANY.

CHESHIRE.

St. John the Baptist Chester.
St. Oswald Chester.

DENBIGHSHIRE.

Wrexham.

FLINTSHIRE.

Hope.

THIRD SCHEDULE.

LANDS ACQUIRED BY THE COMPANY AND THE NORTH WESTERN COMPANY.

In the County of Salop.

Certain lands in the Parish of Onibury in the County of Salop containing 3 roods 11 perches and lying on the north-easterly and south-westerly sides of and adjoining the Shrewsbury and Hereford Joint Railway.

In the County of Hereford.

Certain lands in the Parish of Leominster in the County of Hereford containing 17 perches on the east side of and adjoining the Shrewsbury and Hereford Joint Railway.

FOURTH SCHEDULE.

Articles of Agreement dated the Tenth day of August One thousand eight hundred and eighty-six between THE OLDBURY RAILWAY COMPANY (hereinafter called "the Oldbury Company") of the one part and THE GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Great Western Company") of the other part.

WHEREAS the Oldbury Company by its then name of the Dudley and Oldbury Junction Railway Company was incorporated by the Dudley and Oldbury Junction Railway Act 1873 and was authorised by that Act as amended by the Dudley and Oldbury Junction Railway Act 1876 to construct a Railway 3¾ miles or thereabouts in length commencing by a junction with the Birmingham Stourbridge and Worcester Branch of the Great Western Railway and terminating by a junction with the South Staffordshire Branch of the London and North-Western Railway And whereas by an Agreement made the 29th of June 1877 between the Dudley and Oldbury Junction Company of the one part and the Great Western Company of the other part the Dudley and Oldbury Company undertook to construct the Railway above described and upon the completion thereof the Great Western Company undertook to work the same upon the terms therein mentioned and in particular the following articles:—

"ARTICLE 15. The gross receipts due to the Dudley Company shall "consist of the whole amount (including terminals at Stations on the "Railway) of all tolls fares rates and charges for local traffic over the Rail-"way and of an equal mileage proportion of all tolls fares rates and charges "for through traffic such mileage proportion for distances over twenty miles "not being less than the maximum rates which the Dudley Company are "authorised to charge as for three miles (including all terminals proper as "settled by the Railway Clearing House) (the terminals on coal and coke "being taken at threepence per ton at each end and on iron ore at fourpence "per ton) but not including paid ons and moneys actually charged and "paid for the collection cartage boatage and delivery of goods and other "traffic to or from any Terminus or Station of the Railway or of the "Great Western Railway or any other Railway lying beyond which last-"mentioned amounts shall be in all cases deducted and retained before the "apportionment according to mileage. Provided always that as respects

"Through Traffic under twenty miles the Dudley Company shall in "no case receive or be credited with a less proportion of the tolls fares "rates and charges in respect of that traffic than three miles."

"ARTICLE 16. In all cases where there are sidings from the Railway "into collieries and other works such sidings shall as respects terminals "for goods or minerals received or delivered thereat be taken and considered "as if they were Stations."

"ARTICLE 17. The total amounts of all such gross receipts respectively "in respect of the Railway and the traffic thereon receivable by the Great "Western Company in each half-year such half-years ending respectively "on the 30th of June and the 31st of December in each year shall after the "deduction therefrom of the Government Duty on passengers if and so "long as the Railway is worked as a passenger Railway be divided between "and belong to the two Companies in the following proportions (that "is to say):—

"FIRST. The Great Western Company shall retain 50 per cent. "thereof which shall belong to them and shall cover all their "expenses of and incident to the management maintenance repair "working and user by them of the Railway and their other expen-"diture and liabilities under this Agreement."

"SECONDLY. The Dudley Company shall be entitled to and have the "remaining 50 per cent. thereof hereinafter called 'The Dudley "per centage.'"

AND WHEREAS by Heads of Agreement dated the 17th November 1880 and made between the Dudley and Oldbury Company of the first part the Directors of the Oldbury Company of the second part and the Great Western Company of the third part it was agreed that the Oldbury Company should apply to Parliament in the then ensuing Session for a Bill to revive the powers for the purchase of land and for an extension of time for the construction of so much only of the authorised Dudley and Oldbury Railway as lay between the junction thereof with the Railway of the Great Western Company and the site of an intended Station and Basin in the Parish of Halesowen No. 26 on the deposited Plans and to reduce their Capital from £100,000 to a sum of £70,000 of which the Great Western Company undertook to find £50,000. After making provision for the discharge of the debts and liabilities of the Dudley and Oldbury Company the Agreement provided (Article 11) as follows:—

"The existing agreement between the Great Western Company and "the Oldbury Company to be applicable so far as it can be made "so to the Railway hereinbefore referred to or if necessary a "new Agreement on similar terms as near as may be in every "respect to be entered into between the Oldbury Company and "the Great Western Company with reference thereto."

AND WHEREAS by the Oldbury Railway Act 1881 the powers with respect to the compulsory purchase and taking of the lands requisite for the shortened line and for the construction of works were extended the name of the Company was changed to that of the Oldbury Railway Company and the Great Western Company were authorised to subscribe £50,000 towards the undertaking and to appoint Directors thereof.

AND WHEREAS the said shortened line was duly constructed and was opened for public traffic on the 7th day of November 1884.

AND WHEREAS in consequence of the altered circumstances of the Oldbury Railway it has become necessary that a new Agreement should be entered into between the Oldbury Company and the Great Western Company in lieu of the said Agreement of the 29th of June 1877.

NOW THEREFORE these presents witness that it is hereby mutually agreed by and between the Oldbury Company for themselves and their assigns of the one part and the Great Western Company for themselves and their assigns of the other part as follows (that is to say):—

ARTICLE 1. The expression "the Railway" wherever hereinafter employed means and includes the Railway of the Oldbury Company as the same has been authorised and constructed and the sidings stations approaches junctions works and conveniences connected with the said Railway including all works and conveniences for landowners and others which under Act of Parliament or contract the Oldbury Company are were or may be bound to make.

ARTICLE 2. The word "traffic" wherever hereinafter employed means and includes all passengers small parcels mails animals goods minerals and merchandize or other traffic whatsoever (unless the context shows that any one or more of such kinds of traffic is not intended to be included) whether local or through conveyed or to be conveyed by the Great Western Company on the Railway or any part thereof. The expression "local traffic" means traffic arising and terminating on and passing along the Railway of the Oldbury Company only. The expression "through traffic" means traffic arising or terminating on the Railway and passing to or from stations or places beyond the Railway or passing over the Railway.

ARTICLE 3. If and whenever any further or additional sidings or other works or conveniences are found requisite for the due development or the safe and convenient reception accommodation conveyance or delivery of traffic on the Railway or for compliance with the requirements of any Acts of Parliament or the obligations of any contract binding on the Oldbury Company the same shall at the request of the Great Western Company subject to the proviso hereinafter contained be provided by and at the expense of the Oldbury Company and they will provide and complete the same to the reasonable satisfaction of the Engineer of the Great Western Company and the same when completed shall for the purposes of this Agreement be deemed to be part of the Railway Provided always that if any

difference shall arise between the Oldbury Company and the Great Western Company as to the expenditure on such further or additional sidings or other works or conveniences or as to the necessity for such further or additional sidings or other works or conveniences or should the Oldbury Company desire to make any such further or additional sidings or other works or conveniences and the Great Western Company object thereto the same shall be determined by arbitration in the manner hereinafter provided.

ARTICLE 4. The Oldbury Company shall not be bound to make or incur for the purpose of this Agreement any expenditure or liability exceeding the amount of the money applicable in that behalf which they are from time to time authorised to raise by shares and by borrowing respectively.

ARTICLE 5. The Oldbury Company will not at any time act as carriers on the Railway or any part thereof and they will abstain from doing and concurring in everything which might directly or indirectly interrupt impede interfere with or in any way disturb the exercise or quiet enjoyment by the Great Western Company of any of the rights powers and privileges intended to be secured to them by this Agreement.

ARTICLE 6. The Great Western Company except as herein otherwise provided may and will maintain and keep the Railway in good condition and working order with all proper repairs and renewals and may and will manage work and use the same and the traffic thereon in accordance with this Agreement.

ARTICLE 7. The Great Western Company may and will with engines and rolling stock use the Railway and convey traffic thereon in a proper safe and convenient manner and so as fairly or properly to develop the traffic of the Railway and to afford reasonably sufficient accommodation to the district to be served by the Railway Provided always that the Great Western Company shall not be required to run passenger trains over the Railway or to use the same for passenger traffic but they may do so if they so elect.

ARTICLE 8. The Great Western Company will provide and employ all clerks porters engine drivers guards watchmen workmen and servants and all other officers for the Oldbury Company (except their Secretary and his staff if any) and all necessary station masters and the Great Western Company will also provide all such locomotive power engines wagons and rolling stock of every description (except wagons for mineral traffic) plant stores or materials and labour as shall be proper and sufficient for the working and use of the Railway and every portion thereof by the Great Western Company and for the reception accommodation conveyance and delivery by them of the traffic thereon and the Oldbury Company shall not be bound to employ or provide any such persons or things.

ARTICLE 9. The Great Western Company shall have exercise and enjoy at their own expense and risk and for their own benefit for the purposes of the management maintenance and repair working and use

by them of the Railway all the rights powers and privileges whatsoever in that behalf of the Oldbury Company and as fully and effectually as if the Railway were a part of the Great Western Railway.

ARTICLE 10. The Great Western Company will in the exercise of their rights powers and privileges under this Agreement in all respects except as herein otherwise provided duly perform and observe the several provisions and obligations with respect to the Railway and the maintenance repair management working and user thereof and to the traffic thereon which under the Acts of Parliament from time to time in force with respect to the same or otherwise are binding on the Oldbury Company or on the Great Western Company and will at all times fully indemnify and save harmless the Oldbury Company from and against all obligations and liabilities in that behalf and all penalties for failure losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Great Western Company or any of their directors officers or servants in relation thereto.

ARTICLE 11. The Great Western Company will bear and pay all tithes tithe rent charges rates taxes assessments and all salaries wages and other outgoings in respect of the Railway or the use and working of the same and of the traffic thereon except property or income tax and except also the remuneration of the Directors and Auditors of the Oldbury Company and the salary of their Secretary and his staff if any and their office expenses.

ARTICLE 12. The tolls fares rates and charges in respect of the Railway and of the traffic thereon shall subject to the provisions of Article 6 of the Agreement scheduled to the Dudley and Oldbury Junction Railway Act 1873 be fixed by the General Manager for the time being of the Great Western Railway who shall have power to fix and quote such rates and fares as he may think proper and necessary and shall in other respects have and may exercise the same powers and authority in and over the Railway and the traffic thereof as he shall for the time being have the power to exercise over the Great Western Railway.

ARTICLE 13. The gross receipts of the Oldbury Railway shall be arrived at by crediting the Oldbury Company with the following amounts inclusive of mileage and terminals without deduction of any kind:

1. In respect of every ton of coal coke and other minerals as set forth in the Railway Clearing House Classification passing over the Railway . . . . . 0*s.* 11½*d.*
2. In respect of every ton of carted and not carted goods of all descriptions as set forth in the Railway Clearing House Classification . . . . . 2*s.* 0½*d.*
3. In respect of every through passenger ticket irrespective of class. Season tickets to count as twelve tickets per week 0*s.* 3*d*

4.	In respect of local passengers . . .	The whole receipts.
5.	In respect of parcels	each 0*s*. 4*d*.
6.	In respect of any traffic not provided for in the foregoing such amounts (failing agreement) as the Secretary for the time being of the Railway Clearing House shall (having regard to the foregoing rates) consider should fairly be credited to the Oldbury Company . . .	

ARTICLE 14. The total amount of all such gross receipts respectively in respect of the Railway and the traffic thereon received or receivable by the Great Western Company for the period intervening between the 7th November 1884 and the 31st December 1884 and in each half-year subsequent to such last mentioned date such half-years ending respectively on the 30th of June and the 31st of December in each year shall after the deduction therefrom of the Government duty on passengers if and so long as the Railway is worked as a Passenger Railway be divided between and belong to the two Companies in the following proportions (that is to say):—

FIRST.—The Great Western Company shall retain 50 per cent. thereof which shall belong to them and shall cover all their expenses of and incident to the management maintenance repair working and user by them of the Railway and their other expenditure and liabilities under this agreement.

SECONDLY.—The Oldbury Company shall be entitled to and have the remaining 50 per cent. thereof hereinafter called "the Oldbury Percentage."

ARTICLE 15. The payment of the Oldbury Percentage to be made to the Oldbury Company shall be made within forty days after the 30th day of June and the 31st day of December in each year.

ARTICLE 16. Each of the two Companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this Agreement which accounts and vouchers shall be open at all reasonable times for the inspection and transcription of the Directors and Agents of the two Companies respectively and the two Companies respectively will afford to each other all proper and sufficient facilities for the inspection of such accounts and vouchers.

ARTICLE 17. Each of the two Companies will within thirty days after the 30th day of June and 31st day of December in every year transmit to the other Company an accurate abstract of such accounts as are from time to time necessary to be shown for any of the purposes of this Agreement.

ARTICLE 18. If and whenever either of the two Companies within two calendar months after the transmission to them of any abstract of accounts requires the other Company to verify the same they will do so and the abstract of accounts shall if necessary be made correct and shall thenceforth be deemed a settled account or if they permit two calendar

months to pass without requiring the verification of the abstract of accounts the same shall thereupon be deemed a settled account and no account once settled shall be reopened unless a manifest error exceeding £250 shall be discovered.

ARTICLE 19. Every notice request account or other writing to be given by either of the two Companies to the other of them for any of the purposes of this Agreement shall be sufficient if it be signed by the Secretary of the other Company or be left for them as regards the Oldbury Company at their principal office in Birmingham or such other place as they shall from time to time give notice in writing of to the Great Western Company or as regards the Great Western Company at their principal office at Paddington.

ARTICLE 20. In the event of a notice being given by or on behalf of any party or parties interested in the minerals or some of them under or near the Railway of the Oldbury Company or under or near any part or parts thereof of their intention to work the same or any part thereof and if in the opinion of the Engineers for the time being of the Great Western Company and of the Oldbury Company or either of them or in the event of difference between them such difference to be determined by arbitration as hereinafter provided it shall be necessary or desirable for the safe economical or convenient working of the Railway or any part thereof that the said minerals or some of them or some part thereof should remain unworked the Oldbury Company shall compensate the party or parties entitled to work the said minerals and shall arrange for the same or such of them as may be necessary for the purposes aforesaid remaining unworked and if the Oldbury Company fail to do so after receiving notice in writing from the Great Western Company requiring them to make such compensation and arrangements as aforesaid the Great Western Company may do so at the expense of the Oldbury Company and the Oldbury Company shall free and relieve the Great Western Company of all obligations or liabilities (if any) with respect to the minerals under or near to the Railway or any part or parts thereof.

ARTICLE 21. The Great Western Company may if they desire to do so at any time or times after the date of this Agreement admit the London and North-Western Railway Company to a joint and equal participation with them in the working management maintenance and use of the Railway under the terms of this Agreement or upon such other terms and conditions as may be agreed upon between the said last mentioned Companies and the Oldbury Company shall so far as may be necessary consent thereto but the Great Western Company shall unless otherwise agreed remain liable to the Oldbury Company for the performance of this Agreement after the London and North-Western Railway Company have been admitted to a participation with them as aforesaid as fully as if the London and North-Western Railway Company had not been admitted to such participation.

ARTICLE 22. This Agreement shall be in perpetuity.

ARTICLE 23. If and whenever any difference arises between the Oldbury Company or their assigns and the Great Western Company or their assigns touching the true intent or construction of this Agreement or anything to be done suffered or omitted in pursuance of this Agreement or any of the incidents or consequences of this Agreement or touching the carrying into effect of any of the Articles of this Agreement or any breach or non-fulfilment or alleged breach or non-fulfilment of this Agreement or touching any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises every such difference shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the Great Western Company and the Oldbury Company and this Article shall accordingly be and have effect as an agreement for arbitration between the two Companies under that Act.

In witness whereof the Oldbury Company and the Great Western Company have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The Common Seal of the Oldbury Railway Company was hereunto affixed in the presence of

A. E. WENHAM,
Secretary.

The Seal of the Oldbury Railway Company.

The Common Seal of the Great Western Railway Company was hereunto affixed in the presence of

J. D. HIGGINS,
Secretary.

The Seal of the Great Wester Railway Company.

FIFTH SCHEDULE.

Articles of Agreement made the Thirteenth day of August One thousand eight hundred and eighty-five between THE RHONDDA AND SWANSEA BAY RAILWAY COMPANY (hereinafter called The Rhondda Company) of the one part and THE GREAT WESTERN RAILWAY COMPANY (hereinafter called The Great Western Company) of the other part.

WHEREAS by the Rhondda and Swansea Bay Railway Act 1882 the Rhondda Company was incorporated and authorised to make and maintain according to the deposited plans and sections with all proper stations works and conveniences the following Railways (namely)—

(1) "A Railway (No. 1) 14 miles 2 furlongs and 8.65 chains or there-"abouts in length commencing by a junction or junctions with the "Rhondda Fawr Branch of the Taff Vale Railway and terminating "in the Parish of Baglan at the sea wall and embankment forming "the northern boundary of the piece of land numbered 635 in the "tithe commutation map of the said Parish of Baglan."

(2) "A Railway (No. 2) 2 furlongs and 5.10 chains or thereabouts in "length wholly in the Parish of Baglan commencing by a junc-"tion or junctions with the Railway No. 1 authorised by this "Act and terminating by a junction or junctions with the South "Wales Line of the Great Western Railway Company."

(3) "A Railway on the deposited plans and sections called Railway "(No. 5) 6 furlongs and 5.80 chains or thereabouts in length "commencing by a junction or junctions with Railway No. 1 by "this Act authorised and terminating by a junction or junctions "with the Cwmavon Railway."

(4) "A Railway on the deposited plans and sections called Railway "(No. 6) 1 furlong 4 chains or thereabouts in length commencing "by a junction or junctions with the Railway No. 5 by this Act "authorised and terminating on the Tramway leading from the "Oakwood Tramway to Tewgoed."

AND WHEREAS by the Rhondda and Swansea Bay Railway (Swansea Extension) Act 1883 the Rhondda Company were authorised to make and maintain according to the deposited plans and sections the following Railways (namely)—

(1) "A Railway (No. 1) 4 miles 2 furlongs 3 chains and 70 links or "thereabouts in length commencing in the Parish of Baglan by a "junction or junctions with the Railway No. 1 authorised by the

"Act of 1882 and terminating in the Hamlet of St. Thomas in "the Parish of Swansea by a junction or junctions with the "Railway No. 1 authorised by the Swansea Harbour Act 1874."

(2) "A Railway (No. 2) 7 furlongs and 6 chains or thereabouts in "length commencing in the Parish of Baglan by a junction or "junctions with the Railway No. 1 authorised by this Act (now "being recited) and terminating in the Parish of Briton Ferry by "a junction or junctions with the Briton Ferry Dock Railways or "sidings of the Great Western Railway Company."

(3) "A Railway (No. 3) 2 furlongs 4 chains and 50 links or thereabouts "in length wholly in the Parish of Baglan commencing by a "junction or junctions with the South Wales line of the Great "Western Railway Company and terminating by a junction or "junctions with Railway No. 1 authorised by the Act of 1882."

AND WHEREAS the Rhondda Company deposited in the present Session of Parliament a Bill authorising them to make and maintain according to the deposited plans and sections the following new Railways (that is to say):

(1) "A Railway (No. 1) 5 furlongs 9 chains or thereabouts in length "commencing by a junction with the Railway No. 1 authorised "by the Act of 1882 now in course of construction in the Parish of "Llangynwyd (otherwise Llangynoyd) and terminating in the "Parish of Michaelston-super-Avon by a junction with the South "Wales Mineral Railway."

(2) "A Railway (No. 2) 2 miles 2 furlongs 9 chains and 70 links or "thereabouts in length commencing by a junction with the "Cwmavon Railway belonging or reputed to belong to the "Company and terminating by a junction with the Railway No. 1 "authorised by the Act of 1882 at the termination thereof."

(3) "A Railway (No. 3) 1 furlong 5 chains and 80 links or thereabouts "in length commencing by a junction with the said Cwmavon "Railway and terminating in the Parish of Aberavon by a junction "with the Railway No. 2 by this Act authorised on a piece of rough "land forming part of the Aberavon Burrows."

(4) "A Railway (No. 4) 4 furlongs 8 chains and 80 links or thereabouts "in length commencing in the Parish of Baglan by a junction "with the Railway No. 2 authorised by the Act of 1883 and ter-"minating at a point on the west side of the road known as Shelone "Road 3½ chains or thereabouts measured along the said road from "the junction of the said road with Church Street Briton Ferry."

(5) "A Railway (No. 5) 7 furlongs 4 chains and 80 links or thereabouts "in length commencing by a junction with the Railway No. 4 by

this Act authorised at the termination thereof as above described and terminating at or near the point where the Railway or Tramway No. 3 authorised by the Neath Harbour Act of 1874 is "upon the plans deposited for and referred to in the said Act of "1874 shewn to terminate."

(6) "A Railway (No. 6) 1 mile 7 furlongs 6 chains and 5 links or there-"abouts in length commencing by a junction with the said Railway "No. 4 by this Act authorised at the termination thereof as above "described and terminating by a junction with the Railway No. 1 "authorised by the Act of 1883."

but since the deposit of such Bill the Rhondda Company have withdrawn such Railways from their Bill.

AND WHEREAS the Great Western Railway Company are the owners of a system of Railways between among other places Port Talbot and Swansea and have obtained the sanction of Parliament in the present Session to construct a Railway described as Railway No 4 in the Great Western Act of 1885 to cross the River Neath by which the communication by their Railways between Port Talbot and Swansea will be materially shortened and improved.

AND WHEREAS it has been suggested that an arrangement should be entered into between the Companies whereby the construction of the said lines of the Rhondda Company westward of the junction of Railway No. 5 authorised by the Rhondda Company's Act of 1882 with the Cwmavon Railway except so much of Railway No. 1 authorised by the Rhondda Company's Act of 1883 as is situate between the points denoting three miles four furlongs on the deposited plans for such Railway and the termination of that Railway by a junction with Railway No. 1 authorised by the Swansea Harbour Act 1874 which portion of excepted Railway is hereinafter referred to as the "Swansea Section" shall be abandoned.

AND WHEREAS it has been agreed between the Companies parties hereto that these presents should be entered into.

NOW THEREFORE these presents witness that in pursuance of the said Agreement and to the intent that the same may be carried into effect and in consideration of the premises and of the stipulations and provisions on the part of the Rhondda Company and of the Great Western Company respectively hereinafter appearing each of the said Companies doth hereby agree with the other of them as follows (namely):—

1. The Rhondda Company may construct a junction between the Swansea Section and the Swansea and Neath Railway of the Great Western Company at or near the point denoting three miles and four furlongs on the deposited plans of the Rhondda Company's Railway No. 1 authorised by their Act of 1883 and shall on land provided by them for that purpose provide at such junction and at the junction between the Rhondda Company's Cwmavon

Railway and the Great Western Company's South Wales Railway at Port Talbot all such proper sufficient and convenient sidings signals and other works and conveniences as may be necessary for the due efficient and economical interchange of the traffic at those junctions respectively between the Companies under this Agreement or the Rhondda Company may either in lieu of or in addition to the junction to be constructed under this Article construct a junction and provide such sidings and other conveniences on land provided by them for that purpose near the junction between the said Swansea and Neath Railway and the Railway of the Swansea Harbour Trustees near to the Jersey siding. Provided always that until such siding and other accommodation as aforesaid has been provided by the Rhondda Company at one or other of such last mentioned points so that traffic conveyed by the Great Western Company from Port Talbot may be at once deposited therein without causing any inconvenience to the traffic of the Great Western Company either on their own line or on the lines of the Swansea Harbour Trustees to which they have access the Great Western Company shall come under no obligation under this Agreement as to the conveyance or interchange of traffic destined for shipment at the Prince of Wales Dock or for the Swansea Section.

2. The junctions to be constructed as mentioned in Article 1 including any new or altered junctions at Port Talbot shall be deemed junctions authorised by the Rhondda Company's Special Act to be made between the Railway of the Rhondda Company and the Railway of the Great Western Company within the meaning of the Railways Clauses Act 1863 and all the provisions with regard to junctions in that Act contained shall apply to the junctions in this Article mentioned as if such junctions had been authorised by a special Act of the Rhondda Company.

3. All merchandise (including coal traffic) arising upon the Rhondda Valley Railway of the Taff Vale Company or any extensions or branches thereof in that district or upon any private line or siding communicating therewith in this Agreement referred to as the Rhondda District or upon the Rhondda and Swansea Bay Railway and destined for the Swansea Section or for shipment at the Prince of Wales Dock and vice versa and the returned empty waggons shall be interchanged in full train loads between the Companies at the sidings to be constructed by the Rhondda Company at the junction between the systems of the two Companies at Port Talbot and at the sidings to be constructed by the Rhondda Company at the junction with the Swansea Section mentioned in Article 1 or at the sidings to be constructed by the Rhondda Company at the junction at or near the Jersey siding on the Swansea Harbour Railway as provided by Article 1 if the Rhondda Company shall so require and the Great Western Company shall carry forward such traffic as expeditiously and shall in transit afford to such traffic the same facilities as if it were their own proper traffic.

4. All other traffic conveyed or to be conveyed over the Railway of the Rhondda Company including coaching traffic arising upon the Rhondda district or upon the Rhondda and Swansea Bay Railway exclusive of the Swansea section and destined for places upon the Great Western Railway or beyond and vice versa shall be interchanged between the Companies at the junction at Port Talbot aforesaid and the two Companies shall carry such traffic and shall afford to each other in respect thereof all proper and reasonable facilities as if it were their own proper traffic.

5. For the conveyance by the Great Western Railway in full train loads of merchandise (including coal traffic) between Port Talbot and the junction with the Swansea section or if destined for shipment at the Prince of Wales Dock to sidings to be provided as mentioned in Article 1 including the return of the empty wagons the Rhondda Company shall pay and the Great Western Company shall accept a mileage proportion of the through rates charged for such traffic such rates to be from time to time agreed between the Companies parties hereto having regard to the rates charged for the conveyance of such traffic to ports other than Swansea in the district or in case of difference settled by arbitration. Provided always that any tolls or other payment to the Swansea Harbour Trustees in respect of traffic carried under this Agreement over the portion of the Swansea Harbour Railway intermediate between its junction with the Swansea and Neath Railway and the junction near the Jersey siding described in Article 1 shall be defrayed by the Rhondda Company. Provided also that for the purpose of ascertaining the mileage proportion to which the Great Western Company are entitled under this Article the distance from the junction between the lines of the two Companies at Port Talbot to the junction with the Swansea section or such sidings as aforesaid at the Prince of Wales Dock shall be deemed to be nine and a-half miles.

6. The terms and conditions upon which all traffic other than that mentioned in the last Article shall be carried and the facilities herein provided for afforded and the payments to be made to the Great Western Company therefor shall be agreed upon between the two Companies or settled by arbitration.

7. The Rhondda Company having withdrawn from their Bill now pending in Parliament all powers to construct the Railways mentioned therein will not directly or indirectly at any time or times hereafter promote or assist in the promotion of any such abandoned or withdrawn lines or any line having the like object except if they think fit a line in lieu of Railway No. 1 in the Bill as deposited in the present Session of Parliament mentioned for the purpose of forming a junction with the South Wales Mineral Railway such line to be laid out in such a manner as not without the consent of the Great Western Company to affect any property or works of that Company and will in the ensuing Session apply to Parliament

for and use their best endeavours to obtain powers to abandon so much of their authorised Railways as lie to the westward of the junction between Railway No. 5 authorised by the said recited Act of 1882 with the Cwmavon Railway except nevertheless the portion of their Railway No. 1 authorised by their Act of 1883 and hereinbefore referred to and this Agreement shall be contingent upon such powers of abandonment being obtained.

8. In the event of the Rhondda Company desiring to construct a western junction between their Cwmavon Railway and the South Wales Railway of the Great Western Company at Port Talbot and the Great Western Company assenting thereto the Rhondda Company shall be at liberty to construct the said junction in accordance with plans and sections and subject to such terms and conditions as may be agreed upon between the Engineers of the respective Companies. But failing agreement either as to the construction of the said junction line or as to the mode of carrying out the work or as to the terms and conditions subject to which it shall be carried out such difference shall be settled by arbitration. Provided always that the provisions in Article 2 hereof contained as to the junctions in that Article mentioned shall apply also to the junction in this Article mentioned if the same shall be constructed.

9. This Agreement shall be in perpetuity.

10. Except as herein specifically provided neither Company shall use the powers and facilities hereby granted hostilely against the other or so as to divert traffic from the system of the other.

11. If and whenever any difference arises between the Rhondda Company or their assigns and the Great Western Company or their assigns touching the true intent or construction of this Agreement or anything to be done suffered or omitted in pursuance of this Agreement or any of the incidents or consequences of this Agreement or touching the carrying into effect of any of the Articles of this Agreement or any breach or non-fulfilment or alleged breach or non-fulfilment of this Agreement or any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises every such difference (except where some other mode of settlement is hereby expressly provided) shall in the first instance be referred to the Chairmen of the two Companies and if or so far as they fail to determine thereon the same shall be referred to and determined by Arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 the arbitrator or umpire as the case may be to be appointed in the event of difference by the leading Queen's Counsel on the Northern Circuit for the time being and every question or matter so referred shall be deemed to be in difference between the Companies parties hereto and this Article shall accordingly be and have effect as an Agreement between the Companies for arbitration under that Act.

12. If anything herein contained shall be deemed to require confirmation by Parliament either Company shall be at liberty either in the present or any future Session of Parliament to apply for the necessary confirmation thereof and the other Company shall assent thereto and assist to the utmost of its power in obtaining such confirmation.

In Witness whereof the Companies parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written.

The Common Seal of the Great Western Railway Company was hereunto affixed in the presence of } 3534

J. D. HIGGINS.

The Common Seal of the Great Western Railway Company.

The Common Seal of the Rhondda and Swansea Bay Railway Company was hereunto affixed in the presence of }

H. S. LUDLOW,
Secretary.

The Common Seal of the Rhondda and Swansea Bay Railway Company.

SIXTH SCHEDULE.

An Agreement made the First day of December 1887 between the LEOMINSTER AND BROMYARD RAILWAY COMPANY (hereinafter called "the Leominster Company") of the first part COLONEL RICHARD PRESCOTT DECIE of Bockleton Court in the County of Worcester JAMES RANKIN of Bryngwyn in the County of Hereford Esquire M.P., THOMAS BRISTOW STALLARD of Leominster in the said County of Hereford Esquire MAJOR EDWARD NICHOLAS HEYGATE of Buckland in the said County of Hereford MAJOR JOHN HOWARTH ASHTON of Hatfield Court in the said County of Hereford and THOMAS DAVIES BURLTON of Northeaton in the said County of Hereford Esquire the Directors of the Leominster Company (hereinafter called "the Directors") of the second part and THE GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Great Western Company") of the third part.

WHEREAS the Leominster Company was incorporated by the Leominster and Bromyard Railway Act 1874 and was by that Act as amended by the Leominster and Bromyard Railway Act 1878 authorised to construct the Railways therein respectively mentioned which may be sufficiently described for the purposes of these presents as a Railway commencing by a junction with the Shrewsbury and Hereford Railway at Leominster and terminating by a junction with the Worcester and Bromyard Railway at Bromyard. And whereas the Leominster Company having completed a portion of their Railway from the junction thereof with the Shrewsbury and Hereford Railway near Leominster to Steens Bridge applied to the Great Western Company to temporarily work so much thereof as had been so completed which the Great Western Company agreed to do and are now doing upon the terms set forth in the Agreement between the Companies parties hereto of the 15th August 1883. And whereas the Leominster Company have incurred to their contractors to landowners and others considerable liabilities but are unable to raise the necessary capital either to discharge those liabilities or to complete their line between Steens Bridge and Bromyard and the Directors have applied to the Great Western Company to assist them to discharge those liabilities and to complete the Railway of the Leominster Company as between Steens Bridge and Bromyard.

AND WHEREAS the capital of the Leominster Company consists of £28,820 represented by 2,882 shares of £10 each all of which have been fully paid up but the Leominster Company has not issued any preference

shares or stock or in any way exercised their borrowing powers. And whereas the Great Western Company (subject to the sanction of Parliament) made it a condition of their rendering any assistance in the completion of the line that all liabilities hitherto incurred in connection therewith should be discharged that the directors should give their personal undertaking as hereinafter contained to indemnify the Great Western Company against all liabilities except as hereinafter mentioned and that arrangements should be made with all the landowners upon the line to the satisfaction of the Great Western Company both as to the price to be paid for the land and as to the accommodation works to be provided with regard to such lands.

AND WHEREAS by the Leominster and Bromyard Railway Act 1884 the time for the compulsory purchase of land for and for the completion of the Railway and works of the Leominster Company was extended until the 7th day of August 1887 and the 7th day of August 1889 respectively.

AND WHEREAS it would be greatly to the interest of the public and especially to the district intended to be served thereby that the Leominster Railway as between Steens Bridge and Bromyard should be completed and opened for public traffic but unless by the assistance of the Great Western Company there is no prospect that this object will be attained.

NOW THEREFORE it is hereby covenanted declared and agreed by and between the parties hereto as follows (that is to say):

1. This Agreement and everything herein contained is subject to the following conditions:

1st. That arrangements are made to the satisfaction of the Great Western Company with the Landowners upon the Leominster Company's Line between Steens Bridge and Bromyard both as to the price to be paid for such land and as to the accommodation works to be provided in respect of such land.

2nd. To the sanction of Parliament being obtained to the acquisition by the Great Western Company not only of the Undertaking of the Leominster Company but also of the Undertaking of the Worcester and Bromyard Railway Company.

2. The Leominster Company shall not incur to landowners lessees or occupiers liability for any costs charges or expenses including surveyor's fees in or about any such arrangements with landowners as aforesaid or the negotiation for the same without the consent in writing of the Great Western Company first obtained.

3. The Leominster Company will sell and the Great Western Company will purchase the Undertaking lands powers rights and privileges of the Leominster Company and such sale and purchase shall upon such Parliamentary powers as aforesaid being obtained take effect as and from the 1st day of July 1888.

4. The consideration for the said sale and purchase shall be the payment as and from the 1st day of July 1888 or so soon thereafter as the sanction of Parliament shall be obtained as aforesaid of the sum of Ten shillings per share in respect of every fully paid up share in the Leominster Company and the payment by the Great Western Company to the directors of the sum of Nineteen thousand and fifty-nine pounds in cash within two calendar months from the date of such sanction being obtained.

5. A receipt under the hands of any three of the directors of the Leominster Company for any payment made to them by the Great Western Company shall be a good and sufficient discharge to that Company for the same and the Great Western Company shall not be bound to see to the application or be accountable for the non-application of any moneys so paid.

6. Upon the completion of the purchase the Undertaking of the Leominster Company including therein all railways land buildings rights and privileges (except moneys securities for money or debts due or belonging to the Leominster Company on Revenue Account) with their appurtenances possessed held or acquired by the Leominster Company shall be vested in the Great Western Company free and discharged from all debts liabilities obligations and engagements of every description of the Leominster Company other than and except the debts liabilities obligations and engagements in respect of the lands required for the completion of the said railway from Steens Bridge to Bromyard and the purchase and purchase moneys thereof and including the costs charges and expenses hereinbefore mentioned in the 2nd Article which last-mentioned debts liabilities obligations and engagements the Great Western Company will discharge and pay.

7. Until such sale and purchase shall be completed under the provisions herein contained the existing agreements between the Companies parties hereto shall remain in force.

8. The Directors shall apply the said sum of Nineteen Thousand and fifty-nine pounds so to be paid to them by the Great Western Company in payment and satisfaction of all debts and liabilities of the Leominster Company except as aforesaid and the directors do hereby jointly and severally undertake and agree with the Great Western Company to indemnify and hold them harmless after the completion of the said purchase against any claim or liability against or of the Leominster Company accrued prior to the first day of July 1888 except as aforesaid and also except any liability under the said working agreement of the 15th day of August 1883 and the directors or any of them shall not incur any other or further personal liability under this agreement or any clause or agreement herein contained.

9. Notwithstanding such sale and purchase as aforesaid the Great Western Company shall not nor shall their Undertaking be in any way subject or liable to any claims or demands whatsoever on the part of the

creditors of the Leominster Company or of any other person or persons in respect of any debt or liability of the Leominster Company except as hereinbefore mentioned or to the holders of shares in the Leominster Company.

10. The Leominster Company shall not after the date of this Agreement create or issue any new stock or shares or incur any new liability whatever without the consent in writing of the Great Western Company nor shall they do or consent to anything which may or shall injuriously affect the value of the Undertaking to the Great Western Company.

11. The Leominster Company shall as and from the completion of the purchase be dissolved except for the purpose of discharging their liabilities and winding up their affairs and a provision shall be inserted in the Bill herein mentioned to this effect and authorising the vesting of the Undertaking of the Leominster Company in the Great Western Company and (if necessary) for the winding up of the Leominster Company as if it were a Company registered under the Companies Acts 1862 to 1878 inclusive.

12. Notwithstanding the vesting of the Undertaking of the Leominster Company in the Great Western Company the Secretary or other officers if any of the Leominster Company shall not be or become officers of the Great Western Company but the Leominster Company shall discharge all obligations which may be due to such officers or any of them.

13. The Leominster Company shall upon completion of the purchase hand over to the Great Western Company all conveyances deeds agreements land and property plans Parliamentary plans and sections books of reference plans and documents of title relating to land purchased by or held in trust for or otherwise in any way affecting the Undertaking of the Leominster Company together with their common seal and all books of account minute books registers transfer books and all other books or documents relating to the internal affairs of the Leominster Company and in the meantime and until the completion of such purchase the Great Western Company shall have access free of charge at all reasonable times to all such books plans registers and other documents and the Great Western Company will free of cost to the Leominster Company produce at all times all such of the said conveyances deeds agreements plans books and documents as shall be required by the Leominster Company for settling the claims of all persons having or making any claim against them or be otherwise required for the winding up of the same Company.

14. Application shall be made in the next Session of Parliament and a Bill shall be promoted by the Great Western Company at their own expense in all respects for obtaining from Parliament the necessary powers for vesting the Undertaking of the Leominster Company in the Great

Western Company and for carrying out this Agreement and each Company party hereto undertakes to use its best efforts to obtain the passing of such Bill and to supply such evidence and assistance as may be necessary for that end but the cost of such evidence as the Great Western Company may require shall be borne and paid by that Company In the event of such powers not being so obtained this Agreement shall ipso facto determine.

15. Upon the vesting of the Undertaking of the Leominster Company in the Great Western Company the Great Western Company undertake to complete the Railway of the Leominster Company between Steens Bridge and the authorised Junction of the Leominster Company with the existing Railway of the Worcester and Bromyard Company at Bromyard with all reasonable despatch.

16. The Great Western Company will upon the completion of the said purchase and upon an assignment free of incumbrances of the bank annuities hereinafter mentioned being duly executed to them pay to the persons in whose names the deposit of Four thousand five hundred and five pounds twelve shillings and fivepence Consolidated Three pounds per Cent. Annuities was made pursuant to the Standing Orders of the Houses of Parliament as mentioned in the 10th Section of the Leominster and Bromyard Railway Act 1884 the market value of such Consols less costs of realization brokerage and obtaining payment out of court and will take an assignment from the persons interested in such deposit of the same deposit and all dividends thereon.

17. If and whenever any difference arises between the Leominster Company and the Great Western Company as to the true intent or construction of this Agreement or as to anything to be done suffered or omitted in pursuance thereof or the carrying the same into effect or as to any breach or non-fulfilment of this Agreement or any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or otherwise relating to the premises every such difference shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the two Companies and this Article shall accordingly be and have effect as an Agreement for arbitration under that Act.

IN WITNESS whereof the Companies parties hereto have caused their respective Common Seals to be hereunto affixed and the parties of the second part have hereunto respectively set their hands and seals the day and year first above written.

The Common Seal of the Leominster and Bromyard Railway Company was hereunto affixed in the presence of
EDWIN LLOYD
Secretary.

The Common Seal of the Leominster and Bromyard Railway Company.

Signed sealed and delivered by the within named Richard Prescott Decie in the presence of J. N. Willes Bund Wick Episcopi Worcester Justice of the Peace for Worcestershire.

RICHARD PRESCOTT DECIE L.S.

Signed sealed and delivered by the within named James Rankin in the presence of Arthur Knight Bryngwyn Hereford Butler.

JAMES RANKIN L.S.

Signed sealed and delivered by the within named Thomas Bristow Stallard and Thomas Davies Burlton in the presence of Edwin Lloyd Solicitor Leominster.

THOS. B. STALLARD L.S.
T. DAVIES BURLTON L.S.

Signed sealed and delivered by the within named Edward Nicholas Heygate and John Howarth Ashton in the presence of James Castle clerk to Mr. E. Lloyd.

EDWARD NICHOLAS HEYGATE L.S.
J. HOWARTH ASHTON L.S.

The Common Seal of the Great Western Railway Company.

SEVENTH SCHEDULE.

Memorandum of Agreement made the Twenty-first day of December One thousand eight hundred and eighty-seven between THE WORCESTER BROMYARD AND LEOMINSTER RAILWAY COMPANY (hereinafter called "the Worcester Company") of the one part and THE GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Great Western Company") of the other part.

WHEREAS by the Worcester Bromyard and Leominster Railway Act 1861 the Worcester Company were incorporated and authorised to make a Railway commencing by a junction with the West Midland Railway at Bransford in the County of Worcester and terminating at Leominster but such Railway has only been constructed as far as the town of Bromyard And whereas the paid up capital of the Worcester Company consists of a debenture debt of Ninety-three thousand pounds now secured by debenture stock of that Company of Forty-four thousand nine hundred and fifty pounds in preference stock and Eighty-seven thousand nine hundred pounds in ordinary shares of Ten pounds each the whole of which have been fully paid up And whereas by the Leominster and Bromyard Railway Act 1874 the Leominster and Bromyard Railway Company (hereinafter called "the Leominster Company") was incorporated and authorised to construct a Railway from the Shrewsbury and Hereford Railway at Leominster to form a junction with the Railway of the Worcester Company at Bromyard but the line so authorised has at the date hereof been constructed and opened as far as Steens Bridge only and the further construction thereof has not been proceeded with And whereas it has been agreed by and between the Companies parties hereto that the Worcester Company should sell and the Great Western Company should purchase the Undertaking of the Worcester Company as herein defined upon the terms and conditions and in manner hereinafter appearing.

NOW THEREFORE these presents witness and it is hereby agreed and declared by and between the Companies parties hereto as follows (that is to say):

1. This agreement and everything herein contained is subject to the sanction of Parliament being obtained to the acquisition by the Great Western Company not only of the Undertaking of the Worcester Company but also of the Undertaking of the Leominster and Bromyard Railway Company.

2. Upon such sanction as aforesaid being obtained the Worcester Company will sell and the Great Western Company will purchase the

Undertaking of the Worcester Company upon the terms and conditions hereinafter appearing and such sale and purchase shall take effect as and from the 1st day of July 1888.

3. The consideration for the said sale and purchase shall be

(*a*) The adoption by the Great Western Company of the debenture debt of the Worcester Company by the issue to every holder of debenture stock in the Worcester Company of the like amount of Great Western Five per cent. debenture stock.

(*b*) The payment by the Great Western Company to every holder of preference stock of the Worcester Company of a sum in cash calculated at the rate of Ninety-five pounds for every one hundred pounds of stock and so in proportion for any less sum of stock.

(*c*) The payment by the Great Western Company to every holder of ordinary shares in the Worcester Company of the sum of Ten shillings per share in respect of the ordinary capital of that Company.

4. Upon such sanction being obtained as aforesaid the Great Western Company shall issue to every holder of debenture stock in the Worcester Company in lieu of the debenture stock so held by him Great Western Five per cent. debenture stock bearing interest as on and from the 1st July 1888 and the payments to be made by the Great Western Company in cash to every holder of preference or ordinary shares in the Worcester Company shall be made on that date or as soon afterwards as circumstances will permit together with interest at Five per cent. from the 1st July 1888 until payment.

5. Until such sale and purchase as aforesaid shall be completed under the provisions herein contained the existing agreements between the Companies parties hereto shall remain in force.

6. Upon the completion of the said purchase the Undertaking of the Worcester Company including therein all railways lands buildings real and personal estate of every kind property rights and privileges (except moneys securities for moneys or debts due or belonging to the Worcester Company on revenue account) with their appurtenances possessed held or acquired by the Worcester Company shall be vested in the Great Western Company freed and discharged as between the two Companies from all debts liabilities obligations and engagements of every description of the Worcester Company.

7. Subject to the adoption by the Great Western Company on the terms herein provided of the debenture stock of the Worcester Company as aforesaid the Great Western Company notwithstanding such sale and purchase as aforesaid shall not nor shall their Undertaking be in any way subject or liable to any claims or demands whatsoever on the part of any of the holders of debenture stock of the Worcester Company or the creditors of the Worcester Company or of any of the holders of the stocks

or shares in the Worcester Company or of any other person or persons in respect of any debts or liabilities of the Worcester Company except as provided by these presents.

8. As between the Great Western Company and the Worcester Company except as herein expressly otherwise provided the Worcester Company shall pay and satisfy all charges liens and incumbrances upon or affecting their undertaking or any part thereof and the claims and interests of all persons having claims upon the Worcester Company whether as holders of mortgages debentures preference or other shares or stock of or in the Worcester Company or otherwise up to the 1st July 1888 and the Worcester Company shall indemnify the Great Western Company against all damages costs charges and expenses and all claims or liabilities whatever in respect of any of the matters aforesaid or in any way arising thereout or consequent thereon and the Great Western Company shall in like manner on the passing of the said Act indemnify the Worcester Company against all claims as from the 1st July 1888 in respect of the debenture stock adopted by the Great Western Company as aforesaid and in respect of the payments in cash to be made by the Great Western Company to the holders of preference or ordinary shares in the Worcester Company.

9. The Worcester Company shall not after the date of this Agreement create or issue any new stock or shares or incur any new liability whatever without the consent of the Great Western Company except as appears by these presents.

10. The Worcester Company shall as from the date of the said Act and confirmation be dissolved except for the purposes of winding up their affairs and provision shall if required by the Great Western Company be made in the Act authorising the same as hereinafter mentioned for the winding up of the affairs of the Worcester Company under the Companies Acts 1862 to 1867 as if it were a Company registered under those Acts.

11. Notwithstanding the vesting of the Undertaking of the Worcester Company in the Great Western Company the secretary and other officers if any of the Worcester Company shall not be or become officers of the Great Western Company but the Worcester Company shall discharge all obligations which may be due to such officers or any of them.

12. The Worcester Company shall upon completion of such sale and purchase hand over to the Great Western Company all conveyances deeds agreements land and property plans Parliamentary plans and sections books of reference agreements plans and documents of title relating to land purchased by or held in trust for or otherwise in any way affecting the Undertaking of the Worcester Company together with their common seal and all books of account minute books registers transfer books and all other books or documents relating to the internal affairs of the Worcester Company and in the meantime and until the completion of such purchase the Great Western Company shall have access free of charge at all reasonable times

to all such deeds plans and sections registers books and other documents provided that for the purpose of carrying out this agreement the Worcester Company shall furnish at the request of the Great Western Company an accurate list certified in writing under the hands of their chairman and secretary of the names and addresses of the debenture stock holders and preference and ordinary shareholders of the Worcester Company with full particulars of the amounts of their respective holdings.

13. Application shall be made in a Bill to be promoted by the Great Western Company in the Session of 1888 for obtaining from Parliament the necessary powers for vesting the Undertaking of the Worcester Company in the Great Western Company and each Company undertakes without cost to the other except as appears by these presents to use its best efforts to obtain the passing of such Bill and to supply such evidence and assistance as may be necessary for that end In the event of such powers not being so obtained this agreement shall ipso facto determine.

14. The Worcester Company shall not pending the completion of the purchase do anything which may injuriously affect the value of their Undertaking to or otherwise the interests of the Great Western Company.

15. The Great Western Company being on the passing of the said Act entitled to the proceeds of sale of any superfluous lands belonging to the Worcester Company undertake in case there shall not be sufficient funds belonging to the Worcester Company to discharge their liabilities on revenue account including the costs charges and expenses properly incurred in carrying out the terms of this agreement to provide a sum not exceeding One hundred pounds to enable the Worcester Company to discharge such liabilities Provided always that the directors of the Worcester Company shall not divide any revenue now in their hands or that may accrue due under existing agreements amongst the preference shareholders until such liabilities have been discharged.

16. If and whenever any difference arises between the Worcester Company and the Great Western Company as to the true intent or construction of this agreement or as to anything to be done suffered or omitted in pursuance thereof or the carrying the same into effect or as to any breach or non-fulfilment of this agreement or any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or otherwise relating to the premises every such difference shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the two Companies and this article shall accordingly be and have effect as an agreement for arbitration under that Act.

IN WITNESS whereof the Worcester Company and the Great Western Company have caused their respective common seals to be hereunto affixed the day and year first before written.

The Common Seal of the Worcester Bromyard and Leominster Railway Company was hereunto affixed in the presence of

T. ROWLEY HILL,

Chairman of the meeting which ordered the Seal to be affixed

JOHN JONES

Secretary.

The Common Seal of the Worcester Bromyard and Leominster Railway Company.

The Common Seal of the Great Western Railway Company.

Great Western Railway Act 1888.

AN

ACT

For conferring further powers upon the Great Western Railway Company in connection with their own and other undertakings and upon them and other Companies in connection with undertakings in which they are jointly interested for vesting in the Great Western Railway Company the undertakings of the Leominster and Bromyard and the Worcester Bromyard and Leominster Railway Companies and the powers of the Kingsbridge and Salcombe Railway Company and for authorising and confirming Agreements with other Railway Companies and for other purposes.

[Royal Assent 13th August 1888.]

51 & 52 Victoriæ—Session 1888.

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