

[60 & 61 Vict.]

Great Western Railway
(Additional Powers) Act, 1897.

[Ch. ccxlviii.]



CHAPTER ccxlviii.

AN Act for conferring further powers upon the Great Western Railway Company in respect of their own undertaking and upon that Company and the London and North Western Railway Company in respect of undertakings in which they are jointly interested and upon the Lambourn Valley Railway Company in respect of their undertaking for amalgamating the Buckfastleigh Totnes and South Devon Kington and Eardisley Woodstock Banbury and Cheltenham Direct Pembroke and Tenby Nantwich and Market Drayton Minehead and Great Marlow Railway Companies with the Great Western Railway Company and for other purposes.

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[6th August 1897.]

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 deviation and alteration 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:

And whereas it is expedient that the construction of certain works in connexion with the Leominster and Bromyard Railway of the Company which have been constructed beyond the limits of deviation authorised by the Acts relating to that railway should be sanctioned and confirmed:

And whereas it is expedient that the Company and the London and North Western Railway Company (in this Act called "the

[Price 9s. 3d.]

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A.D. 1897. North Western Company") should be empowered to acquire the lands in this Act mentioned or referred to in that behalf:

And whereas plans and sections showing the lines and levels of the railways and other works by this Act authorised to be constructed and plans showing the lands by this Act authorised 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 such railways and other works will be constructed and those lands are situated and are herein-after respectively referred to as the deposited plans sections and books of reference :

And whereas it is expedient that the time now limited for the construction of the railways and works authorised by the Lambourn Valley Railway Act 1883 as amended by the Acts and Board of Trade Certificate relating to the Lambourn Valley Railway Company in this Act mentioned or referred to should be extended as provided by this Act :

And whereas it is expedient that the time limited for the sale of certain lands acquired by the Company for the purposes of their undertaking and by the Company and the North Western Company for the purposes of undertakings jointly owned by those Companies should be extended and that further powers should be conferred upon the said Companies respectively in respect of the sale or other disposal of those lands :

And whereas the respective undertakings of the Buckfastleigh Totnes and South Devon the Kington and Eardisley the Woodstock and the Banbury and Cheltenham Direct Railway Companies are under the authority of Parliament leased to or worked by the Company and it is expedient that they should be transferred to and vested in the Company and that the respective agreements with reference thereto which are set forth in the Fourth Fifth Sixth and Seventh Schedules to this Act should be confirmed :

And whereas the undertakings of the Pembroke and Tenby the Nantwich and Market Drayton the Minehead and the Great Marlow Railway Companies are under the authority of Parliament leased to or worked by the Company :

And whereas the Eighth Schedule to this Act contains in the first three columns thereof a statement of the particulars of the capitals issued by the said Companies respectively :

And whereas the Company have subscribed for and now hold by themselves or their nominees the shares and securities of some of the said Companies as stated in the fourth column of the said

schedule and it is expedient that the said Companies should be amalgamated with the Company in the manner provided by this Act: A.D. 1897.

And whereas it is expedient that the agreement between the Company and the Swansea Harbour Trustees as set forth in the Ninth Schedule to this Act should be confirmed:

And whereas it is expedient that some of the provisions of existing Acts of the Company should be amended or repealed as herein-after provided:

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

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

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 Short title. Railway (Additional Powers) Act 1897.

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 Acts:

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;

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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:

And 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.

Interpreta-
tion.

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 by this Act authorised;

The expression "the Two Companies" means the Company and the North Western Company or whichever of those Companies exercises the powers by this Act conferred upon the Two Companies;

The expression "the vested Companies" means the Buckfastleigh Totnes and South Devon Railway Company the Kingston and Eardisley Railway Company the Woodstock Railway Company and the Banbury and Cheltenham Direct Railway Company and those Companies are in this Act respectively referred to as "the Buckfastleigh Company" "the Eardisley Company" "the Woodstock Company" and "the Banbury Company";

The expression "the vested undertakings" means the undertakings of the vested Companies respectively;

The expression "the date of vesting" means with regard to each of the vested Companies the 1st day of July 1897;

The expression "the amalgamated Companies" means the Pembroke and Tenby Railway Company the Nantwich and Market Drayton Railway Company the Minehead Railway Company and the Great Marlow Railway Company and those Companies are in this Act respectively referred to as "the Pembroke Company" "the Nantwich Company" "the Minehead Company" and "the Marlow Company";

The expression "the amalgamated undertakings" means the undertakings of the amalgamated Companies respectively;

The expression "the date of amalgamation" means with regard to each of the amalgamated Companies the 1st day of July 1897;

The expressions "parish clerks" and "clerks of the several parishes" in sections seven eight and nine of the Railways Clauses Consolidation Act 1845 shall with reference to the

Company and as regards those parishes or places within the metropolis as defined by the Metropolis Management Act 1855 in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively ;

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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.

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 new railways and deviation and alteration of railways and other works herein-after 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 The new railways and works herein-before referred to and authorised by this Act are—

Power to
make new
railways and
works.

A Railway (No. 1) 23 miles and 8·2 chains in length commencing in the parish of Acton in the county of Middlesex by a junction with the main line of railway of the Company and terminating in the parish of Chipping Wycombe in the county of Bucks by a junction with the Wycombe railway of the Company :

A Railway (No. 2) 2 miles 2 furlongs and 4·55 chains in length wholly in the county of Middlesex commencing in the parish of Greenford by a junction with Railway No. 1 by this Act authorised and terminating in the parish of Ealing by a junction with the main line of railway of the Company :

A Railway (No. 3) 4 furlongs and 7·2 chains in length wholly in the parish of Harefield in the county of Middlesex commencing by a junction with Railway No. 1 by this Act authorised and terminating by a junction with Railway No. 1

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authorised by the Uxbridge and Rickmansworth Railway Act 1896 :

A Railway (No. 4) 5 furlongs and 5·7 chains in length wholly situate in the parish of Chipping Wycombe in the county of Bucks commencing by a junction with Railway No. 1 by this Act authorised and terminating by a junction with the Wycombe railway of the Company :

A Railway (No. 5) 3 furlongs and 8·12 chains in length wholly in the township of Upper Swinford in the parish of Old Swinford in the county of Worcester commencing by a junction with the Oxford Worcester and Wolverhampton railway of the Company and terminating by a junction with the Stourbridge Town branch railway of the Company :

A Railway (No. 6) 3 miles and 6·2 chains in length wholly in the county of Glamorgan commencing in the parish of Llantrissant by a junction with the Ely Valley railway of the Company and terminating in the parish of Ystrad-y-fodwg by a junction with the said Ely Valley railway :

An alteration 1 mile 1 furlong and 4·53 chains in length of the levels of the said Ely Valley railway between the southern junction of Billup's siding with that railway and the northern junction of the siding leading to Collena Colliery with that railway :

An alteration 2 furlongs and 9·86 chains in length of the levels of the said Ely Valley railway between a point 3 chains or thereabouts south of the signal box at Dinas Isaf Colliery and a point 2 chains or thereabouts north of the junction with that railway of the siding to the Naval Colliery :

A Railway (No. 7) 1 mile 1 furlong and 7·9 chains in length wholly in the parishes of Rhosllanerchrugog and Esclusham-Above in the county of Denbigh (being a deviation alteration and extension of the Pontycysyllte branch railway of the Company) commencing in the parish of Rhosllanerchrugog by a junction with the said branch railway and terminating in the parish of Esclusham-Above by a junction with the Company's Legacy Colliery branch railway :

And the Company may abandon the construction of the railway firstly described in and authorised by the Great Western Railway (Denbighshire Railways) Act 1896 and may also abandon and discontinue the maintenance and use of so much of the Pontycysyllte branch railway as lies between the commencement of Railway No. 7 and the termination of that branch railway and may retain hold and appropriate the site

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and soil thereof for the purposes of Railway No. 7 and for the general purposes of the Company or may sell or dispose of the said site and soil :

A deviation and alteration 4 furlongs and 3·2 chains in length in the parishes of Ruabon and Rhosllanerchrugog in the county of Denbigh of the line and levels of so much of the Llwynennion branch railway of the Company as lies between a point in the parish of Ruabon at or near the junction therewith of the siding to Monk and Newill's Terra Cotta Works and a point in the parish of Ruabon $6\frac{1}{2}$ chains or thereabouts south of the bridge carrying the road leading from Gardden Hall to the Wrexham and Ruabon Road over that railway And the Company may abandon and discontinue the use of so much of the said railway as will be rendered unnecessary by the construction of the said intended deviation and alteration and may sell and dispose of the site thereof.

5. The Railways Nos. 1 2 3 4 5 and 7 shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) and for all other purposes be deemed to be part of the Company's railways as if the same had been part of the Great Western Railway at the date of the passing of the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale I. of Part I. in the Appendix to the said Order shall be applicable to the said railways and the Railway No. 6 shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) and for all other purposes be deemed to be part of the Ely Valley Railway as if the same had been part of the said railway at the date of the passing of the Railway Rates and Charges (Abbotsbury Railway &c.) Order Confirmation Act 1892 and Scale II. Head (a) of Part I in the Appendix to the said Order shall be applicable to Railway No. 6 Provided always that as respects passenger traffic and parcels other than perishable merchandise by passenger train the fares rates and charges to be demanded and recovered in respect thereof shall not exceed as follows :—

Rates and
charges for
railways.

With respect to Railways Nos. 1 2 3 and 4 the fares rates and charges prescribed by the Great Western Railway Amendment and Extensions Act 1847 :

With respect to Railway No. 5 the fares rates and charges prescribed by the Oxford Worcester and Wolverhampton Railway Act 1845 :

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With respect to Railway No. 6 the fares rates and charges prescribed by the Ely Valley Railway Act 1857:

And with respect to Railway No. 7 the fares rates and charges prescribed by the Shrewsbury and Chester Railway Act 1846.

Inclination
of roads.

6. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say):—

Number on Deposited Plan.	Parish.	Description of Road.	Intended Inclination.
RAILWAY No. 1.			
5	Acton - - -	Public - - -	1 in 15 on the north side.
15	Denham - - -	Public - - -	1 in 15 on the south side and 1 in 14 on the north side.
Deviation of Llwynennion Branch Railway.			
4	Ruabon - - -	Public - - -	1 in 15 on the west side.

Height and
span of
bridges.

7. The Company may make the arches of the bridges for carrying the railways over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say):—

Number on Deposited Plan.	Parish.	Description of Road.	Height.		Span.	
RAILWAY No. 1.						
5	Acton - - -	Public	Feet. 14	Inches. 6	Feet. 40	Inches. 0
14	Perivale - - -	Public	15	0	20	0
3	Penn - - -	Public	15	0	20	0
10	Penn - - -	Public	15	0	20	0
1	Wooburn - - -					
150	Chipping Wycombe	Public	15	9	20	0
157	Chipping Wycombe	Public	15	0	25	0
175	Chipping Wycombe	Public	13	6	20	0
RAILWAY No. 4.						
7	Chipping Wycombe	Public	13	6	20	0

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Number on Deposited Plan.	Parish.	Description of Road.	Height.		Span.	
RAILWAY No. 6.						
32	Llantrissant	- Public	Feet. 13	Inches. 0	Feet. 20	Inches. 0
Alteration of Levels on the Ely Valley Railway.						
24	Llantrissant	- Public	13	0	20	1
Deviation of Llwynennion Branch Railway.						
4	Ruabon	- - Public	12	6	15	0

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

Widths of
certain
roadways.

Number on Deposited Plan.	Parish.	Description of Roadway.	Width of Roadway.
RAILWAY No. 1.			
20	Northolt - -	Public - -	Feet. 20
23	Harefield - -	Public - -	20
23	Gerrard's Cross -	Public - -	20
7	Chalfont St. Peter -	Public - -	25
18	Chalfont St. Peter -	Public - -	20
36	Chalfont St. Peter -	Public - -	25
6	Wooburn - -	Public - -	20
144	Chipping Wycombe	Public - -	15
152	Chipping Wycombe	Public - -	15
RAILWAY No. 6.			
116	Llantrissant -	Public - -	20
Alteration of Levels of the Ely Valley Railway.			
84	Llantrissant -	Public - -	20

9. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over any railway by this Act authorised by a bridge or bridges or the immediate approaches thereto except so far as

Company
not liable
to repair
surface of
roads of
which level
is not per-

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tection of
Middlesex
County
Council.

the level of such road highway or approaches is permanently altered.

10. The Company shall execute the works by this Act authorised so far as the same affect the bridge numbered on the deposited plans of Railway No. 1 24 in the parish of Ruislip the approaches to and the road over such bridge subject to the following conditions for the protection of the county council of Middlesex (in this section called "the county council") :—

(a) The Company shall not commence nor execute any such works so far as the same affect the said bridge unless and until they shall have first delivered to the surveyor of Middlesex county bridges plans of such works and the said plans shall have been approved by the said surveyor by writing under his hand. Provided always that if the said surveyor shall fail to disapprove of such plans for one calendar month after the same have been delivered to him he shall be deemed to have approved of the same but if within that period he shall signify to the Company his disapproval of the said plans then the Company shall not commence nor execute any such works unless and until plans thereof shall have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company :

(b) The Company shall execute all such works as aforesaid at their sole expense and under the superintendence and to the reasonable satisfaction of the said surveyor whose reasonable charges incident to the approval of the said plans and drawings and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same and all necessary works connected therewith in good substantial condition to the reasonable satisfaction of the said surveyor :

(c) The Company in the execution of any such works as aforesaid shall not cause any unnecessary interruption of the passage or conduct of the traffic over the said bridge or the approaches to or road over the same but shall cause as little detriment and do as little damage as possible to the said bridge approaches or road and shall and will at their own expense in a proper and workmanlike manner and to the reasonable satisfaction of the said surveyor make good all damage injury and disturbance whatsoever which shall happen or arise to the said bridge approaches or road by reason or in consequence of the execution or performance of any such works as aforesaid or any of them or for or by any reason of the non-repair or neglect on the part

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of the Company to repair the said works as aforesaid or otherwise howsoever by reason of or incident to the execution of any works by this Act authorised:

- (d) If the Company shall neglect or refuse to make good all such damage injury and disturbance as aforesaid then it shall be lawful for the county council to do all works necessary for making good all such damage injury or disturbance and the Company shall within twenty-one days after demand under the hand of the clerk of the county council make full compensation to the county council for all damage caused or done to the said bridge approaches or road and shall also bear and pay all the costs charges and expenses which shall have been caused or occasioned by such neglect or refusal as aforesaid:
- (e) The Company shall during the progress and until the completion of so much of the said works as affect the said bridge make and carry into effect such arrangements for lighting and watching the portions of the bridge and road interfered with and also the works themselves as may be necessary to prevent danger or accident to persons and vehicles using the said bridge and roads Provided that nothing in this Act contained shall be held to create or imply any obligation upon the county council to maintain or keep the said bridge or the approaches thereto in repair nor to render the county council in any way responsible or liable to the Company for or in respect of any damage or injury which may result to their works or any of them by reason of any want of repair to the said bridge or to the approaches thereto or by reason of the failure or neglect on the part of the county council to maintain the said bridge or approaches.

11. Notwithstanding anything shown on the deposited plans and sections the following provisions for the protection of the Bucks County Council shall apply and have effect:—

For protection of
Bucks
County
Council.

- (1) The bridges to carry Railway No. 1 over the roads numbered respectively on the deposited plans 11 in the parish of Denham and 11 in the parish of Gerrard's Cross shall be of a clear span of 30 feet in width:
- (2) The bridge to carry Railway No. 4 over the road numbered 11 on the deposited plans in the parish of Chipping Wycombe shall be of a clear span of 35 feet in width.

12. Whereas Railway No. 1 is shown on the deposited plans as passing through a field or enclosure numbered on those plans 24 in the parish of Acton and a portion thereof will be required for the purposes of that railway And whereas the fee simple of the said

Provision as to acquisition of land of Acton Urban District Council.

A.D. 1897. field or enclosure was some time since purchased by the Urban District Council of Acton (herein-after called "the council") for the purpose of a cemetery and an agreement has been come to between the Company and the council in reference thereto. Be it therefore enacted that upon the conveyance in fee simple in possession by the council to the Company of the portion of the said field or enclosure coloured blue on the plan signed by Sir John Kennaway Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and deposited in the Private Bill Office of that House the Company shall pay to the council the sum of five hundred pounds as compensation for the damage to be sustained by the council by reason of the severing of the said portion of land from the other lands of the council and shall also acquire in fee simple in possession the piece of land coloured pink on the said plan and shall convey the same to the council by way of exchange for the said portion of land coloured blue on the said plan and free of charge and the Company shall not without the licence and consent of the council enter upon take or use the land of the council coloured blue on the said plan unless and until they shall have acquired as aforesaid the said piece of land coloured pink on the said plan and conveyed the same to the council in exchange as aforesaid. The Company shall fence in the land coloured pink and yellow on the said plan with a strong oak pale fencing similar to that now existing as the adjacent cemetery fence and having two 9 feet cart gates on the south-east side of the said land and the Company shall fence in that portion of their railway which will be constructed in and through the said land coloured blue with a similar fence 5 feet 6 inches in height and sunk in hahas. The Company shall also erect a bridge over the said railway of a clear width of 15 feet between the parapets in the position shown on the said plan and on a level with the surface of the adjoining land and of such ornamental character as the surveyor for the time being of the council may reasonably require.

The Company shall construct on a level with the adjoining highway a further bridge of a clear width of 10 feet and suitable for heavy traffic to carry the highway between the points marked A and B on the said plan across the railway and there shall be not less than 2 feet 6 inches between the crown of the arch and the crest of the road and the Company shall drain the said highway at the point of crossing to the reasonable satisfaction of the council and if and whenever the highway shall be metalled and made up the Company shall widen the said bridge to the width of the highway so metalled and made up but not exceeding 25 feet in width.

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The Company shall soil and properly plant with shrubs and trees to the reasonable satisfaction of the council the banks of the cutting where Railway No. 1 passes through the land coloured blue on the said plan and the Company shall lay a sewer along the cutting of sufficient capacity and with convenient connexions to receive and carry away the surface water subsoil drainage and other natural drainage not being domestic or manufacturing sewage from the land of the council on both sides of the said cutting to north of the present enclosed cemetery.

The said sum of five hundred pounds to be paid to the council as compensation shall when received by them be if possible applied by them in part discharge of moneys borrowed by them for the purchase of the cemetery but shall not be applied to the payment of instalments or to payments into a sinking fund except to such extent and upon such terms as may be approved by the Local Government Board. Provided that if the said sum of five hundred pounds cannot conveniently be so applied it may be applied to any purpose for which the council have an unexhausted borrowing power or to any purpose to which capital is properly applicable and which may be approved by the Local Government Board.

Provided also that the borrowing powers of the council shall be reduced to the extent of the moneys applied in lieu of borrowing.

13. Notwithstanding anything in this Act contained or shown on the deposited plans and sections in the construction of Railway No. 1 by this Act authorised in the parish of Acton the following provisions for the protection of the Urban District Council of Acton (in this section called "the council") shall have effect (that is to say) :—

For protection of
Acton
Urban
District
Council.

In every case where any work constructed under the powers of this Act in the parish of Acton crosses alters diverts or otherwise interferes with any existing sewer or manhole of the council the Company shall bear any costs reasonably and properly incurred in securing and strengthening such sewer or manhole 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 council such portions of any existing sewer or manhole as may be crossed altered diverted or otherwise interfered with under the powers of this Act and the Company shall allow the council their officials agents workmen and contractors to have free access at all reasonable times (but so as not to delay hinder or interfere with the traffic of the

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Company or to involve the Company in any expense) to any part of the sewer or manhole so crossed covered altered diverted or otherwise interfered with :

The bridge for carrying Railway No. 1 over the road numbered on the deposited plans 5 in the parish of Acton shall have a clear span between the abutments of not less than 40 feet and may be constructed of a sufficient width to enable four lines of rails to be laid down thereon :

The bridge for carrying the footpath situate in the field numbered on the deposited plans 18 in that parish over Railway No. 1 shall be of a clear width of 10 feet between the parapets and shall be constructed on the level of the adjoining footpath and there shall not be less than 2 feet 6 inches between the crown of the arch and the crest of the road :

The bridge for carrying the road numbered on the deposited plans 26 in the parish of Acton over Railway No. 1 shall be not less than 40 feet in width and there shall be a space of not less than 3 feet between the crown of the arch and the crest of the road and the approaches thereto shall be not less than 45 feet in width and the gradients of the two approaches to the said bridge shall not be steeper than 1 in 45 and the level of the road in front of the existing entrance gates to the cemetery shall not be disturbed and the approach to the bridge on its south-eastern side shall commence at a point to the north-west of such entrance gates :

The Company shall construct on each side of the said bridge and the approaches thereto a culvert not less than 2 feet in width where suitable ditches cannot be provided for draining the said road and shall also lay under the railway in a line corresponding with the centre of the roadway over the said bridge and approaches a line of glazed and tested stoneware drain pipes 18 inches in diameter for a distance of 30 feet on both sides of the centre of the said bridge the pipe being laid on a 6 inch bed of cement concrete and embedded entirely in cement concrete extending at least 6 inches beyond the pipe and otherwise securely protected from risk of injury from the railway :

The Company in constructing the said bridge and the approaches thereto shall be at liberty to make temporary provision for the traffic along the existing road by means of a road 15 feet in width :

From and after the completion and opening for public traffic of the bridges to be constructed under the provisions of this and the last preceding section to carry the roads and footpaths

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numbered respectively on the deposited plans 18 23 and 26 in the parish of Acton over Railway No. 1 by this Act authorised the council shall maintain the roadway 26 upon the bridge and its approaches and the Company shall in consideration thereof pay to the council the annual sum of forty-two pounds The council shall also maintain the roadways 18 and 23 upon the bridges so long as they or either of them shall remain of a width not exceeding 10 feet and the Company shall in consideration thereof pay to the council the annual sum of seven pounds:

If any dispute shall arise between the Company and the council under or in relation to any provisions of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council and the costs of the reference shall be borne as he shall direct.

14. For the protection of the Wembley Urban District Council (in this section called "the district council") the following provisions shall unless otherwise agreed between the Company and the district council be observed and have effect (that is to say):—

For protection of
Wembley
Urban
District
Council.

(1) The Company shall instead of constructing Railway No. 1 in the position shown on the deposited plans construct such railway where the same passes through the Alperton Sewage Farm in the parish of Harrow-on-the-Hill in the line shown on the plan dated the twelfth day of May 1897 and signed in reference to this section by Claude Lorraine Whitehead junior surveyor for and on behalf of the district council and James Charles Inglis engineer for and on behalf of the Company or in such other position within the boundaries of the land coloured red on the plan as the Company may think fit:

(2) Notwithstanding anything shown on the deposited plans the Company shall not for the construction of Railway No. 1 through the said Alperton Sewage Farm purchase or take any lands belonging to the district council other than the lands coloured red on such plan but they shall purchase and take all such lands coloured red on such plan and except as aforesaid the Company shall not purchase or take any lands of the district council:

(3) The Company in constructing Railway No. 1 through the said Alperton Sewage Farm shall make and maintain a three-foot brick culvert under such railway for carrying the drainage of the said Alperton Sewage Farm and the ditch situate between the said Alperton Sewage Farm and the enclosure

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numbered 1 on the deposited plans in the parish of Perivale under and across the said railway and into the river Brent at such point as shall be mutually agreed upon between the surveyor of the district council and the engineer of the Company and the Company shall not interfere with the existing system of drainage of the said Alperton Sewage Farm until they have made such culvert to the reasonable satisfaction of the said surveyor and the district council shall be at liberty to drain the said Alperton Sewage Farm or any part thereof into such culvert to be so constructed by the Company but the district council shall effectually indemnify and hold harmless the Company from all claims and demands upon or against them by reason of the drainage from the said farm passing through the said culvert:

- (4) The district council and their officers shall have full and free access to all works executed for the benefit or protection of the Alperton Sewage Farm of the district council for the purpose of inspecting and ascertaining whether the same are in good working order and condition:
- (5) If any difference arises between the Company and the district council under or in relation to any provision of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the district council.

For pro-
tection of
Greenford
Urban
District
Council.

15. Notwithstanding anything in this Act contained the following provisions with respect to Railway No. 1 and Railway No. 2 shall unless otherwise agreed between the Company and the Greenford Urban District Council (in this section called "the district council") have effect and the following works shall be made by and at the expense of the Company (that is to say):—

- (1) The Company shall construct Railway No. 1 across the road numbered on the deposited plans 4 in the parish of Perivale in the position shown on the plan signed as herein-after mentioned and shall carry Railway No. 1 over that road and the road numbered 14 on the deposited plans in the said parish and the public road numbered 14 on the deposited plans in the parish of Greenford by means of bridges having spans of not less than 30 feet and of heights of not less than 15 feet throughout with parapets on both sides of not less than 6 feet in height above the level of the rails:
- (2) The Company shall divert the footpaths numbered on the deposited plans 1 and 2 in the parish of Twyford Abbey

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and carry the same over Railway No. 1 by means of a footbridge not less than 8 feet in width and the gradients of the diverted footpaths shall not be steeper than the existing footpaths and the Company shall divert the footpath numbered on the deposited plans 3 and 5 in the parish of Perivale and carry the same under the said railway by means of a subway not less than 6 feet in width and 7 feet 6 inches in height :

- (3) The Company shall divert the footpath numbered on the deposited plans (Railway No. 1) 8 and 10 and (Railway No. 2) 4 and 5 in the parish of Greenford and carry the same under Railway No. 1 by means of a subway not less than 7 feet 6 inches in height and 6 feet in width and the Company shall continue the said footpath when diverted as aforesaid along the northern boundary of Railway No. 1 to the road numbered on the deposited plans 14 in the said parish of Greenford :
- (4) The Company shall carry the footpath shown on the deposited plans in the parish of Greenford and numbered 5 (Railway No. 1) and 6 and 7 (Railway No. 2) over Railway No. 1 by means of a footbridge having a width of not less than 6 feet and under Railway No. 2 by means of a subway having a width of at least 6 feet and of a height of not less than 7 feet 6 inches :
- (5) The diversion and alteration of the said footpaths shall be executed and carried out as laid down and shown on the plans signed by the Right Honourable Sir John Kennaway Baronet Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and deposited in the Private Bill Office of the House of Commons :
- (6) All bridges and arches carrying the railways over any public road or footpath thereof shall so far as is reasonably practicable be constructed so as to prevent the dripping of water on the road or path beneath :
- (7) The Company shall not permit within the district of the district council any of their bridges or works or any of their walls or parapets or screens so far as such bridges walls parapets or screens are adjacent to and visible from the road to be used for the posting of bills or other advertising purposes except such as relate to the business of the Company or of the Government or of any county or local authority :
- (8) The Company shall not during the alteration of the level of any public road or footpath unnecessarily interrupt the drainage thereof and they shall make provision for the effectual drainage of all such roads and footpaths as altered and of all

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such roads and footpaths under bridges constructed by the Company and the district council shall afford every reasonable facility for effecting such drainage:

- (9) The special provisions herein contained for the protection of the district council shall not supersede the provisions contained in sections 46 to 67 of the Railways Clauses Consolidation Act 1845 as to the crossing of roads and construction of bridges but these provisions respectively except in so far as they may be inconsistent with any of the special provisions herein contained shall be and remain in full force and effect:
- (10) The Company shall in the construction of Railways Nos. 1 and 2 where the same cross the River Brent construct the arches of the bridges over the said river at the places of crossing of such a width as will at all times allow the free passage of flood water:
- (11) If any difference arises between the Company and the district council under or in relation to any provision of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the district council.

As to foot-
path in
parish of
Seer Green.

16. Nothing in this Act shall empower the Company to stop up or interfere with any public right of footway along or over the road numbered on the deposited plans 2 in the parish of Seer Green and 43 in the parish of Chalfont Saint Peter.

For pro-
tection of
Eton Rural
District
Council.

17. Notwithstanding anything in this Act contained or shown on the deposited plans and sections the following provisions shall unless otherwise agreed between the Company and the Eton Rural District Council (in this section called "the district council") apply for the protection of the district council (that is to say):—

- (1) The Company shall in constructing Railway No. 1 by this Act authorised divert the public footpaths and bridleways numbered on the deposited plans 6 and 9 respectively in the parish of Denham and shall carry them under that railway by means of a subway not less than eight feet in width and ten feet in height at the centre:
- (2) The Company shall not in constructing the railway over the road numbered on the deposited plans 13 in the said parish of Denham divert or alter the level of the said road and shall carry the said railway over the road by means of a bridge having a clear span of not less than 25 feet and a clear headway throughout of not less than 15 feet:

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- (3) The Company shall in constructing the said railway divert the road numbered on the deposited plans 15 in the said parish of Denham so far as necessary where crossing the railway and shall carry the railway under such road by means of a bridge having a clear width of not less than 25 feet between the parapets measured at right angles to the direction of the road throughout and the Company shall not in carrying the railway under the said road make the gradients of the road steeper than 1 in 15 on the southerly side of the railway or steeper than 1 in 14 on the northerly side of the railway :
- (4) The Company shall not in constructing the said railway under the road numbered on the deposited plans 33 in the parish of Gerrard's Cross divert or alter the level of such road and shall construct the bridge for carrying the said road over the railway of a width of not less than 30 feet between the parapets which shall be solid brick or stone work :
- (5) The Company shall divert and alter the footpaths numbered on the deposited plans 41 and 42 in the said parish of Gerrard's Cross and carry the same over the said railway by means of a footbridge six feet in width to be erected in such position as shall be approved by the district council :
- (6) All bridges or arches over any road footpath or bridleway shall be made and kept watertight and so that water shall not percolate or drip through the same on to the road footpath or bridleway and the Company shall not during the construction of the works interrupt or interfere with the traffic of such roads footpaths or bridleways more than may be absolutely necessary :
- (7) The Company shall make provision for the proper drainage to the satisfaction of the surveyor of the district council of all roads footpaths or bridleways in the district of the district council which may be altered or interfered with by the works of the Company and shall at all times maintain the roadway or pathway over any bridges constructed by the Company and the approaches to such bridges so far as altered by the Company in good order repair and condition to the like satisfaction of the said surveyor :
- (8) In the event of any difference arising between the Company and the district council as to the meaning of the provisions of this section or the mode of giving effect thereto the same shall be referred to and determined by an engineer to be agreed upon or failing agreement to be appointed by the Board of Trade on the application of the Company or the district council.

act shown in plan

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For pro-
tection of
Ruislip
Parish
Council.

18. For the protection of the parish council of the parish of Ruislip or other the authority for the time being having the control or management of roads and highways in the said parish all of whom are in this section included in the expression "the council" the following provisions shall unless otherwise agreed between the council and the Company be observed and have effect (that is to say) :—

- (1) Notwithstanding anything shown upon the deposited sections the arch of the bridge for carrying Railway No. 1 over the road from Ruislip to West End numbered on the deposited plans 24 in the parish of Ruislip shall be constructed with a span of not less than 30 feet :
- (2) The Company shall at some point between distances of 6 miles 3 furlongs and 6 miles 4 furlongs from the commencement of Railway No. 1 as shown on the deposited plans construct under the railway a subway not less than 6 feet wide and 7 feet 6 inches high and shall divert and carry through such subway the existing public footpath from High Grove at Eastcote to Northolt which crosses the centre line of the said railway between the points aforesaid.

For pro-
tection of
London and
North
Western
Midland and
North
London
Companies
joint lessees
of North
and South
Western
Junction
Railway.

19. For the protection of the London and North Western Railway Company the Midland Railway Company and the North London Railway Company joint lessees in perpetuity of the North and South Western Junction Railway (in this section called "the joint lessees") the following provisions shall have effect (that is to say) :—

- (1) The Company shall not enter upon or interfere with the Railway of the North and South Western Junction Railway Company (herein-after called "the Junction Company") or any of the lands or works of that Company or execute any works whatever on under or in any way affecting the same until the Company shall have delivered to the joint lessees plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the engineers of the said Companies (herein-after called "the engineers") or in the event of their failure for twenty-eight 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 or the Junction Company by the President of the Institution of Civil Engineers and all the intended works shall be executed by the Company at their sole expense in every way in accordance

with such approved plans and drawings and to the reasonable satisfaction of the engineers :

- (2) In constructing the Railway No. 1 on through or under the land and property of the Junction Company the Company shall not raise the level of the said railway above the level shown on the deposited sections where the said railway crosses under the railway and works of the Junction Company without the previous consent in writing of the joint lessees under their respective common seals and such crossing shall be made and maintained by the Company so as not to injure the stability of the railway and works of the Junction Company in any way whatever :
- (3) The bridge by which Railway No. 1 will be carried under the railway and works of the Junction Company shall be a wrought iron or steel girder bridge with wrought iron or steel flooring and so constructed as to leave a clear width of 54 feet between the parapets measured upon the square the upper surface of the flooring and girders of such bridge to be at an uniform level of 1 foot 3 inches at least below the level of the existing rails of the said railway of the Junction Company at the said point of crossing :
- (4) The Company shall bear and on demand pay to the joint lessees the reasonable expense of the employment by them during the making of the said Railway No. 1 under and adjacent to the railway works and land of the Junction Company of a sufficient number of inspectors and watchmen to be appointed by the joint lessees for watching the said railway works and land of the Junction Company with reference to and during the execution of the intended works and for preventing so far as may be all interference obstruction inconvenience or accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company or of any of their contractors with reference thereto or otherwise :
- (5) The bridge which will carry the said Railway No. 1 under the railway and works of the Junction Company and the incidental works connected therewith shall from and after the completion thereof and subject and without prejudice to the duty and obligation of the Company for ever thereafter at their own expense to uphold and maintain the same in good and sufficient repair be the property of the Junction Company and be deemed part of the structure of that Company's railway :
- (6) Notwithstanding anything in this Act contained the Company shall make good to the joint lessees all losses costs damages

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and expenses which may be occasioned to them or to any of the works or property of the Junction Company or to the traffic on the Junction Company's railway or to any company or person using the same during the construction or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any person in their employ or the contractors or otherwise and the Company shall effectually indemnify and keep harmless the joint lessees and the Junction Company or either of them from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission :

- (7) The Company shall at their sole expense at all times maintain the bridge constructed by them by which the said Railway No. 1 shall be carried under and adjoining the railway of the Junction Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineers and if and whenever the Company shall fail so to do after one month's notice from the joint lessees for that purpose or in case of urgency the joint lessees may make and do in and upon as well the land of the Company as their own lands all such works and things as the joint lessees shall think requisite in that behalf for ensuring such repair and the sum from time to time certified by the engineers to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to the joint lessees by the Company and in default of full repayment the amount due may be recovered with full costs by the joint lessees from the Company in any court of competent jurisdiction :
- (8) In constructing the said Railway No. 1 the Company shall not in any way obstruct or interfere with the use of the railway of the Junction Company or of the traffic thereon and if by reason of any works or proceedings of the Company there shall be any obstruction or interference with the said railway so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall be responsible for and make good to the joint lessees all costs losses damages and expenses which the said lessees may thereby sustain :
- (9) Except for the purpose of the crossing of the Railway No. 1 the Company shall not take or acquire any land of the Junction Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Junction Company or to alter

vary or interfere with the railway of that company or with any of the works thereof further or otherwise than is necessary for the construction and the maintenance of the said Railway No. 1 without the consent in writing in every instance for that purpose first had and obtained of the joint lessees under their common seals and with respect to any lands of the Junction Company which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such crossing the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly:

(10) The Company shall pay to the Junction Company by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement:

(11) If any dispute shall arise between the Junction Company or the joint lessees and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers in London the costs of such arbitration to be in the discretion of such arbitrator:

(12) The Company and the Junction Company may agree for any variation or alteration upon and within the lands belonging to them respectively in the works in this section provided for or in the manner in which the same shall be executed.

20. For the protection of the Harrow and Uxbridge Railway Company (in this section called "the Harrow Company") the following provisions shall unless otherwise agreed have effect:—

(1) The powers of the Company and the Harrow Company respectively for the compulsory purchase of the lands in the parish of Ickenham in the county of Middlesex so far as regards the Company's Railway No. 1 by this Act authorised or as regards the railway of the Harrow Company authorised by the Harrow and Uxbridge Railway Act 1897 shall unless

For protection of
Harrow and
Uxbridge
Railway
Company.

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otherwise agreed in writing be exercised as regards any lands which both Companies may be authorised to purchase by that Company only which shall first give notice to treat for the purchase of the said lands and the Company exercising the powers of compulsory purchase shall grant to the other Company an easement or right of using the said lands for the purposes for which but for this enactment such other Company might have purchased and taken the same it being the object and intention of this enactment that the railways of the Company and of the Harrow Company shall respectively be carried through or over the lands referred to so as not to interfere with or impede the proper construction of either railway through or over the same lands :

- (2) The Company to whom an easement shall be granted under the preceding sub-section shall pay to the Company purchasing the said lands as consideration for such easement such sum as failing agreement shall be determined by arbitration as herein-after provided :
- (3) Before commencing the construction of the portion of Railway No. 1 by this Act authorised which is situate on the said lands the Company shall give to the Harrow Company notice in writing of their intention so to do and if within three months after the Company commence their works the Harrow Company shall by notice in writing require the Company to carry the said Railway No. 1 over the railway of the Harrow Company by a bridge as herein-after provided then the said Railway No. 1 shall be carried over the Harrow Company's railway by a bridge of such width as may be necessary for carrying not less than two or more than four lines of rails and with a clear span of not less than 25 feet 6 inches measured on the square and the said bridge shall belong to and be maintained by the Company :
- (4) The Harrow Company shall construct the railway authorised by the Harrow and Uxbridge Railway Act 1897 where it crosses under Railway No. 1 so that the rail level thereof at the said point of crossing shall be five feet lower than the level thereof as shown on the deposited sections and the Company shall at the same point construct Railway No. 1 at such height over the railway of the Harrow Company as will allow a clear headway of 14 feet 6 inches above the level of the rails of the Harrow Company's railway as so constructed :
- (5) Neither Company shall commence any of the works referred to in this section until plans and sections shall have been

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submitted to and reasonably approved in writing by the engineer of the other Company or settled by arbitration in manner herein-after provided and no alteration shall be made by either Company in the levels of their respective railways at the point of intersection as provided by this section without the consent in writing of the engineer of the other Company. Provided that if the engineer to whom such plans and sections shall have been submitted does not within fourteen days after the submission thereof signify in writing his approval or disapproval thereof or his requirements in relation thereto he shall be deemed to have approved thereof:

- (6) Any dispute or difference which may arise between the Company and the Harrow Company with respect to the provisions of this section or in any way arising thereout shall be settled by arbitration by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of the Company and the Harrow Company or either of them and the Arbitration Act 1889 shall apply to such arbitration.

21.—For the protection of the Ealing and South Harrow Railway Company (in this section called “the Ealing Company”) the following provisions shall unless otherwise agreed have effect:—

- (1) Where Railway No. 1 is carried through or over any part of the lands in the parish of Hanwell which the Ealing Company are by the Ealing and South Harrow Railway Act 1894 or any Act extending the powers thereof authorised to acquire for the purposes of their Railway No. 3 the works of the Company and of the Ealing Company where they pass through or over the said lands shall be constructed according to plans sections drawings and specifications to be agreed upon by the engineers of the Company and the Ealing Company respectively or in the event of difference to be settled by the arbitrator to be appointed as herein-after provided it being the object and intention of this enactment that the Railway No. 1 of the Company and the Railway No. 3 of the Ealing Company shall respectively be constructed on or carried through or over the lands referred to so as not to interfere with or impede the proper construction through or over the same lands of the railway of either Company and the uninterrupted user thereof when constructed and that the Ealing Company shall only be at liberty to acquire so much of the lands within the limits of deviation of both Companies and to the north of the Company’s railway as the same is to be constructed under the provisions

For protection of
Ealing and
South
Harrow
Railway
Company.

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of this section as may be necessary to enable the Ealing Company to construct a double line of railway with a passenger station and all necessary platforms buildings and approaches connected therewith :

- (2) The Company shall pay to the Ealing Company the amount of the increased expense incurred by the Ealing Company in constructing their said Railway No. 3 at the point of crossing on a bridge with sufficient span to cross not less than four lines of rails instead of in the manner shown on the deposited plans and sections referred to in the Ealing and South Harrow Railway Act 1894 the amount of such increased expense if not agreed to be determined by arbitration as herein-after provided :
- (3) The centre line of the Railway No. 1 of the Company where shown upon the deposited plans as crossing the centre line of the Railway No. 3 of the Ealing Company shall be deviated for a distance of one chain to the southward measured along the centre line of the said Railway No. 3 from the point of crossing as so shown and the Ealing Company shall not construct any station on any part of the said lands reasonably required for the construction and maintenance of the Railway No. 1 of the Company as so deviated :
- (4) Neither Company shall without the consent in writing of the other Company deviate at the point of crossing of the said railways from the levels shown on the deposited sections referred to in this Act and the Ealing and South Harrow Railway Act 1894 respectively and the Ealing Company shall not deviate the centre line of their said Railway No. 3 at the point of crossing to the westward thereof as shown on the deposited plans referred to in the last-mentioned Act :
- (5) If within three months after the passing of this Act the Company shall (upon such terms as a surveyor to be agreed upon or appointed by the President of the Institute of Surveyors may determine as if acting under and in pursuance of section 85 of the Lands Clauses Consolidation Act 1845) have put the Ealing Company into possession of an easement over and have given them such facilities over such of the said lands at the point of crossing as may be required by that company for the construction and maintenance of the said Railway No. 3 as a double line the Ealing Company shall not exercise any of their powers of purchasing or acquiring any part of such last-mentioned lands but the Ealing Company

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may purchase and the Company shall if so required sell and grant to the Ealing Company a perpetual easement or right of using the said lands for the construction and maintenance of the said Railway No. 3 in accordance with the provisions of the said Act and of this section. The consideration for such easement shall be such a sum as failing agreement shall be determined by arbitration as herein-after provided :

(6) If the Company fail to put the Ealing Company into possession of the said lands in accordance with the last preceding sub-section and the Ealing Company acquire the said lands then the Ealing Company shall if so required sell and grant to the Company a perpetual easement or right of using the said lands for the construction and maintenance of Railway No. 1 by this Act authorised in accordance with the provisions of this section :

(7) Any dispute or difference which may arise between the Company and the Ealing Company with respect to any of the provisions of this section or in any way arising thereout shall be determined by arbitration by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either Company and the Arbitration Act 1889 shall apply to such arbitration.

22. Notwithstanding anything in this Act contained the following provisions shall unless otherwise agreed between the Company and the Company of Proprietors of the Grand Junction Canal (herein-after called "the canal company") apply for the protection of the canal company (that is to say) :—

For protection of
Grand
Junction
Canal Com-
pany.

(1) In constructing and maintaining the railway in this Act called Railway No. 1 over the main line and the Paddington Arm of the Grand Junction Canal in the parishes of Harefield and Greenford respectively (which main line and Paddington Arm are herein-after respectively called "the canal") or in executing and maintaining any of the works by this Act authorised the Company shall not alter the line or level of the canal or the towing paths thereof or (except temporarily during the construction or repair of the bridges or works as herein-after mentioned) contract the present width of the waterway or towing paths of the canal or obstruct or impede the navigation of the canal or the passage along the said towing paths or intercept cut off take use or diminish or allow to escape any of the waters of the canal or which may be taken for the use of or which supply the canal or damage or interfere with any of the works of the canal :

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- (2) In constructing the railway in this Act called Railway No. 3 in the parish of Harefield the Company shall not deviate the railway from the line thereof shown on the deposited plans so as to construct the same or any of the works thereof upon or over the canal or towing path of the canal company or to interfere with the canal or towing path or any land or property of the canal company :
- (3) The Company shall not otherwise than by agreement purchase or take any land or property belonging to the canal company but shall only acquire such an easement therein as may be necessary for the purpose of the construction maintenance and use of the said Railway No. 1 subject to the restrictions herein contained :
- (4) The said Railway No. 1 shall be carried across the canal and towing path thereof by means of bridges of brick stone or iron or any of those materials combined and no part of the soffit or underside of the arches or girders of such bridges shall be less than 10 feet clear above the weir level of the canal at the point of crossing and the said bridges shall be constructed so as to be carried over the canal and the towing paths thereof by single spans of not less than 60 feet measured at right angles to the face of the abutments of the bridges and such abutments shall be placed in such positions as shall be determined by the engineer of the canal company and the Company shall be at liberty to construct the said bridge of a width not greater than sufficient to carry four lines of rails :
- (5) The Company shall at all times during the construction of the said bridges and works connected therewith and any future repairs thereof keep an uninterrupted navigable width of waterway in the canal at the point of crossing of not less than 20 feet with a clear width of towing path of 8 feet and a clear headway above the level of such waterway and the adjoining towing path of 10 feet :
- (6) The bridges and all the works connected therewith shall be constructed and for ever thereafter maintained in good and substantial repair by and at the expense of the Company and the said bridges and works shall be constructed and executed according to plans to be submitted to and to be subject to the reasonable approval of the engineer of the canal company previously to the commencement of the works and shall be carried on and completed under the superintendence and to the reasonable satisfaction of such engineer In the event of the Company at any time neglecting after due notice

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from the canal company to maintain or repair the said bridges and works or any of them the canal company may repair the same and recover the expense of so doing from the Company with costs in any court of competent jurisdiction :

- (7) If in the construction maintenance or repair of the said bridges or works or any of them or by reason or in consequence of the failure or want of repair thereof any damage to the canal or towing paths or works thereof or any obstruction of the navigation of the canal or the passage along the said towing paths or any loss of water from the canal shall be at any time occasioned contrary to the provisions of this section and the canal company shall give the Company notice thereof the Company shall forthwith restore the canal and towing paths and works thereof to the same state and condition as before the happening of such damage or remove such obstruction or prevent such loss of water (as the case may be) under such superintendence and to such reasonable satisfaction as aforesaid and in their default it shall be lawful for the canal company to do the same and to recover the expense of so doing from the Company in manner aforesaid :
- (8) Each of the said bridges and all the works connected therewith respectively shall be completed within the period of nine months from the commencement thereof and if the same shall not be so completed the Company shall pay to the canal company as and by way of liquidated damages the sum of ten pounds for every day after the expiration of that period until the same shall be completed :
- (9) If at any time in the construction maintenance or repair of the said bridges or works or any of them or by reason or in consequence of the failure or want of repair thereof the water of the canal shall leak or escape or run to waste from the canal or if the navigation of the canal or the passage along the towing paths thereof shall be obstructed or interrupted the Company shall indemnify and compensate the canal company in respect of all damage or loss they may sustain by reason of such leakage obstruction or interruption and such compensation may be recovered by the canal company with costs in any court of competent jurisdiction :
- (10) In carrying out the lengthening authorised by this Act of the bridge which carries Scrubs Lane over the main line of railway of the Company in the parish of Hammersmith the Company shall not interfere with the canal or towing

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path of the canal company adjoining or near to such bridge or obstruct or interfere with the traffic thereon or enter upon take or use any land or property of the canal company except the approach to the canal from Scrubs Lane numbered on the deposited plans 3 in the parish of Hammersmith. Provided that after the completion of the said lengthening the Company shall restore and continue the said approach to the canal:

- (11) If any difference shall arise between the Company and the canal company as to the nature of or mode of executing any works under this section the same shall be settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration and for the purposes of any such arbitration the Canal Company shall be deemed to be a railway company.

For the protection of
the Ruislip
feeder.

23. Whereas Railway No. 1 by this Act authorised is intended to be carried over certain lands in the parish of Ickenham in the county of Middlesex numbered on the deposited plans 10 and 11 in that parish and used as a feeder from the Ruislip Reservoir for the supply of the Paddington Long Level of the Grand Junction Canal and of the Regent's Canal and it is expedient to make provisions in respect thereof:

Therefore except only as is by this Act expressly provided nothing in this Act contained shall take away lessen or prejudice alter or affect any of the estates rights interests powers and privileges vested in the Company of Proprietors of the Grand Junction Canal and in the North Metropolitan Railway and Canal Company (herein-after called "the two canal companies") and the Company shall not without the previous consent of the two canal companies in writing under their respective common seals alter the level or bed of the feeder or the banks or boundaries thereof or obstruct the present means of access thereto or divert intercept cut off take use or lessen any of the waters flowing in or by means of the feeder or which the two canal companies or either of them are authorised to take for the supply to or use of the feeder or the before-mentioned reservoir or canals or damage injure or interfere with any of the works of the feeder or take or use (except for the limited purposes herein-after mentioned) any part of the feeder or of the bed banks or works connected with the feeder or any land belonging to the two canal companies or either of them or in which they may be interested and the Company shall not without such consent as aforesaid make any deviation from the level of the railway as delineated on the deposited sections

thereof so as to lower such level where the railway crosses the feeder and nothing herein contained shall compel the two canal companies or either of them to convey or assign to the Company the fee simple or other interest in any land now belonging to them or either of them or in which they may be interested over which the railway and the works connected therewith are intended to pass but the same shall remain vested as if this Act had not been passed subject nevertheless to the right of the Company and their successors to construct and for ever hereafter maintain the railway and works hereby authorised across the feeder and to have use and possess such way and passage for the railway and works by means of a bridge over the feeder as is hereby provided for together with all rights and easements necessary to the due use and enjoyment of the same.

For the purpose of carrying the railway over the feeder and of affording the two canal companies access to and along the feeder the Company shall construct and maintain a bridge of brick stone or iron over the feeder of not less than twenty feet span measured at right angles to the face of the abutments thereof and no part of the soffit or underside of the bridge shall be less than eight feet clear above the level of the ground.

The bridge and all the works connected therewith so far as relates to all precautions for the safety and preservation of the feeder and the water passing by means thereof and for preserving a free and uninterrupted access to and along the feeder shall be constructed in accordance with plans to be previously submitted to and reasonably approved by the said engineer and the said bridge shall be commenced carried on and completed under his superintendence and to his reasonable satisfaction and shall be for ever maintained by the Company in good and substantial condition and repair and if and whenever during the progress of any of the works or repairs any damage or injury is occasioned to the feeder or the works thereof the Company shall under the superintendence and to the like satisfaction of the said engineer restore the same to the same state and condition as before the happening of the damage or injury and if and whenever during or after the making or repairing of the bridge or by reason of any defect in the making or repairing of the same or by reason of any failure or want of repair of the same or otherwise any loss of water or any obstruction to the free passage of water along the feeder or to the means of access to and along the feeder occurs and notice in writing thereof is given by or on behalf of the two canal companies or either of them to the Company or their

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secretary or other officer and the Company do not within 14 days after the notice or forthwith if the case so requires well sufficiently and effectually prevent the loss of water or remove the obstruction or make or do for the purpose under the superintendence and to the reasonable satisfaction of the said engineer all proper and sufficient works repairs and things and complete the same with all reasonable expedition the two canal companies or either of them from time to time may under the superintendence and to the satisfaction of the said engineer make or do the same and prevent the loss of water or remove the obstruction and the Company shall from time to time pay to the two canal companies all the costs and expenses reasonably incurred by them respectively in that behalf.

The bridge and all the works connected therewith shall be completed within 12 months after the day on which the same are commenced and if the same are not completed within that period the Company shall pay to each of the two canal companies all such costs and damages as they may sustain by reason of such non-completion and if and whenever during or after the making or repairing of any of the works by this Act authorised or by reason of any defect in the making or repairing of the same or by reason of any failure or want of repair of the same or by reason of any act neglect or omission of the Company or of their agents servants or workmen any water in the feeder leaks escapes or runs to waste from the feeder or the free passage and running of water along or by means of the feeder shall be in any way obstructed or interfered with or if the access to and along the feeder is so obstructed as to prevent the two canal companies or either of them or any of their servants or workmen from passing uninterruptedly to and from and along the banks thereof the Company shall pay to each of the two canal companies all such costs and damages as they may sustain by reason of such leakage obstruction or interruption.

If any difference shall arise between the Company and the two canal companies or either of them under this section or with reference thereto the same shall be settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration and for the purpose of any such arbitration the two canal companies or either of them shall be deemed to be a railway company.

24. Where Railway No. 1 by this Act authorised passes in the parish of Chipping Wycombe in the county of Buckingham through the estate of Sir Philip Frederick Rose Baronet (herein-after referred

to as "the landowner") the following provisions shall have A.D. 1897.
effect:—

Rose
Baronet.

(a) The Company shall construct a viaduct of three arches according to a plan which has been signed in duplicate by the engineer of the Company and the landowner and exchanged between them (herein-after referred to as "the agreed plan") across the private road of the landowner numbered 171 on the deposited plans extending from his Loudwater Lodge on the London and Oxford Road through his estate. The said viaduct shall be constructed of the dimensions and materials and according to the elevation and design indicated on the agreed plan:

(b) The Company shall as soon as the same shall have been constructed cover all the slopes of the embankment carrying the said railway across the meadow land and plantations of the landowner numbered respectively on the deposited plans 169 170 172 and 173 with four inches of good mould and shall sow the same with grass seeds and shall for ever afterwards maintain the said slopes in the same condition:

(c) The Company in constructing their railway through the farm of the landowner called "the Marsh Farm" lying between the public road called Hammersley Lane numbered 157 and the accommodation road numbered 150 on the deposited plans shall not deviate from the centre line shown on the said plans to a greater extent southward of the said centre line than 66 therefrom:

works of the said railway where the same shall be through the estate of the landowner shall be with all reasonable despatch when the same are

section of the urban district council of Ystrady-
called "the council") the following provisions
on ca. agreed between the Company and the council
say):—

For pro-
tection of
Ystrady-
fodwg Ur-
ban District
Council.

ing Railway No. 6 and in carrying out the
the levels of the Ely Valley Railway secondly
and authorised by this Act the Company shall
and maintain a new bridge in lieu of the existing
the Olden Age Inn Williamston carrying the
Plantant to Penygraig over the said railway
shall be constructed to cross the railway at
agrees or thereabouts and in such position

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on the site of or to the northward of the existing bridge as shall be agreed between the engineer of the Company and the surveyor of the council or as failing agreement shall be determined by arbitration as herein-after provided :

- (2) The council shall grant and convey to the Company free of charge any lands beyond the western boundary of the Company's property which may be required for constructing such new bridge or the approach thereto :
- (3) The said new bridge and the approaches thereto shall be constructed of a width of not less than 25 feet between the parapets and with a uniform gradient between the points where the approaches to the new bridge join the existing road the approach at the southern end to commence at a point opposite the eastern corner of the Golden Age Inn :
- (4) The north-west wing of the new bridge shall be constructed from where the straight line of the bridge ends at the abutment to the roadway on a curve having a radius of not less than 100 feet :
- (5) The Company shall lay the bottom ballast of the roadway on the new bridge and approaches and so far as the approaches extend of a thickness of not less than nine inches the surface of which shall be broken over to a three-inch gauge and the council shall make and complete such roadway at their own expense and shall be at liberty to kerb and channel the same :
- (6) The superstructure of the new bridge shall be so constructed as to afford space for the laying of gas water and sewer pipes at least equal to that afforded by the superstructure of the existing bridge :
- (7) From and after the completion and opening of the road and any footway over the same and the approaches thereof within the boundaries of the Company the same shall be maintained by and at the expense of the Company :
- (8) On the completion and opening of the new bridge the Company may remove the existing bridge and the soil of so much of the road on either side of the bridge as is unnecessary by the construction of the new bridge and the approaches thereto shall vest in the Company :
- (9) Any difference arising between the Company and the council under this section shall unless otherwise agreed be referred to and decided by an engineer to be appointed on behalf of the Company and the council by the President of the Institution of Civil Engineers.

to as "the landowner") the following provisions shall have effect:— A.D. 1897.

(a) The Company shall construct a viaduct of three arches according to a plan which has been signed in duplicate by the engineer of the Company and the landowner and exchanged between them (herein-after referred to as "the agreed plan") across the private road of the landowner numbered 171 on the deposited plans extending from his Loudwater Lodge on the London and Oxford Road through his estate. The said viaduct shall be constructed of the dimensions and materials and according to the elevation and design indicated on the agreed plan:

Rose
Baronet.

(b) The Company shall as soon as the same shall have been constructed cover all the slopes of the embankment carrying the said railway across the meadow land and plantations of the landowner numbered respectively on the deposited plans 169 170 172 and 173 with four inches of good mould and shall sow the same with grass seeds and shall for ever afterwards maintain the said slopes in the same condition:

(c) The Company in constructing their railway through the farm of the landowner called "the Marsh Farm" lying between the public road called Hammersley Lane numbered 157 and the accommodation road numbered 150 on the deposited plans shall not deviate from the centre line shown on the said plans to a greater extent southward of the said centre line than 66 feet therefrom:

(d) The works of the said railway where the same shall be constructed through the estate of the landowner shall be carried out with all reasonable despatch when the same are commenced.

25. For the protection of the urban district council of Ystrad-fodwg (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council have effect (that is to say):—

For pro-
tection of
Ystrad-
fodwg Ur-
ban District
Council.

(1) In constructing Railway No. 6 and in carrying out the alteration of the levels of the Ely Valley Railway secondly described in and authorised by this Act the Company shall construct and maintain a new bridge in lieu of the existing bridge near the Golden Age Inn Williamston carrying the road from Llantrissant to Penygraig over the said railway. Such new bridge shall be constructed to cross the railway at an angle of forty degrees or thereabouts and in such position

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—

on the site of or to the northward of the existing bridge as shall be agreed between the engineer of the Company and the surveyor of the council or as failing agreement shall be determined by arbitration as herein-after provided :

- (2) The council shall grant and convey to the Company free of charge any lands beyond the western boundary of the Company's property which may be required for constructing such new bridge or the approach thereto :
- (3) The said new bridge and the approaches thereto shall be constructed of a width of not less than 25 feet between the parapets and with a uniform gradient between the points where the approaches to the new bridge join the existing road the approach at the southern end to commence at a point opposite the eastern corner of the Golden Age Inn :
- (4) The north-west wing of the new bridge shall be constructed from where the straight line of the bridge ends at the abutment to the roadway on a curve having a radius of not less than 100 feet :
- (5) The Company shall lay the bottom ballast of the roadway on the new bridge and approaches and so far as the approaches extend of a thickness of not less than nine inches the surface of which shall be broken over to a three-inch gauge and the council shall make and complete such roadway at their own expense and shall be at liberty to kerb and channel the same :
- (6) The superstructure of the new bridge shall be so constructed as to afford space for the laying of gas water and sewer pipes at least equal to that afforded by the superstructure of the existing bridge :
- (7) From and after the completion and opening of the new bridge the road and any footway over the same and on either side thereof within the boundaries of the Company's property shall be maintained by and at the expense of the council :
- (8) On the completion and opening of the new bridge the Company may remove the existing bridge and the site and soil of so much of the road on either side thereof as is bounded on both sides by lands of the Company and is rendered unnecessary by the construction of the new bridge and the approaches thereto shall vest in the Company :
- (9) Any difference arising between the Company and the council under this section shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers.

26. For the purposes of clause 5 of the agreement for the sale and purchase of the Pontycysyllte Branch Railway dated the 11th day of February 1896 and made between the Shropshire Union Railways and Canal Company and the London and North Western Railway Company of the one part and the Company of the other part and scheduled to the Great Western Railway (Denbighshire Railways) Act 1896 Railway No. 7 authorised by this Act (being a deviation alteration and extension of the said Pontycysyllte Branch Railway) shall be deemed to form part of such branch railway and accordingly subject to the provisions of the said clause.

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As to agreement with Shropshire Union and North Western Companies.

27. If the railways be 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 railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for completion of railways.

28. If the Company fail within the period limited by this Act to complete the 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 railways are completed and opened for the public conveyance of passengers 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 :

Imposing penalty unless railways opened within time limited.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 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 in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after 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 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.

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Application
of penalty.

29. 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 railways or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court 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 by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railways have been abandoned be paid to such receiver or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

Compensation
for
damage to
land by
entry &c.
for purposes
of railway
abandoned.

30. The abandonment by the Company under the authority of this Act of the railway firstly described in and authorised by the Great Western Railway (Denbighshire Railways) Act 1896 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 railway 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 (Denbighshire Railways) Act 1896.

Compensation
to be
made in
respect of
railway
abandoned.

31. 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 said railway 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 land 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 Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

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32. Subject to the provisions of this Act the Company may in the lines and according to the levels shown on the deposited plans and sections relating thereto lay down an additional line of rails on the level at each of the level crossings of the Company's railways herein-after specified adjoining the existing line of rails at such level crossings 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):—

Power to
lay addi-
tional rails
at level
crossings.

The level crossing in the parish of Llantrissant in the county of Glamorgan by the Mwyndy Branch Railway of the Company of the road leading from Llantrissant to Cowbridge 15 chains or thereabouts north-east of the junction with that railway of the Company's Ely Valley Railway :

The level crossings in the parish of Coity Higher in the county of Glamorgan by the Company's Llynvi and Ogmre Railway of the roads respectively leading from Tyn-y-pwnt to Ty-isaf and Cae-Cadw to Aberkenfig.

33. For the protection of the county council of the county of Glamorgan (in this section called "the county council") the following provisions shall have effect (that is to say):—

For protec-
tion of Gla-
morgan
County
Council.

- (1) The Company shall not commence to lay construct or use the additional line of rails by this Act authorised to be laid across the road leading from Cae-Cadw to Aberkenfig known as Tyrisha Crossing unless and until they shall have diverted the said road in accordance with the plan marked (A) signed in duplicate by James Charles Inglis on behalf of the Company and by Thomas Lloyd Edwards on behalf of the county council and the Company shall carry the diverted road under the railway by means of a bridge having a width of not less than 20 feet and a height of not less than 12 feet six inches and on the completion and opening of the diverted road all

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rights of way over so much of the existing road as lies between the commencement and termination of the diverted road shall be extinguished and the Company may subject to the rights of way over the diverted road and 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 so much of the existing road as is hatched red on the said plan :

- (2) Before commencing the diversion of the said road the Company shall give the county council notice in writing of their intention to commence the same and if within fourteen days after receipt of such notice the county council shall by notice in writing require the Company to construct the said bridge of greater width or greater height than herein-before prescribed the Company shall construct the said bridge of such increased width or height accordingly Provided always that the county council shall not require the Company to construct the said bridge of a greater height than fifteen feet and shall on demand pay to the Company the additional cost of diverting the road and constructing the bridge in accordance with any such requirement and any sum so payable shall be recoverable by the Company from the county council in any court of competent jurisdiction :
- (3) The county council shall grant and convey to the Company such of their lands within the limits of deviation shown on the deposited plans as are delineated and hatched red on the plan marked (B) signed by the said James Charles Inglis and Thomas Lloyd Edwards and the Company shall pay to the county council as the consideration therefor the sum of three hundred pounds and in further consideration of such payment the county council shall at their own cost construct of such materials as the county council think fit to the reasonable satisfaction of the Company's engineer a wall or fence along the western boundary of the said lands hatched red but such wall or fence shall be thereafter maintained by and at the expense of the Company and the Company shall also make on their own property a footpath for public use alongside such wall or fence :
- (4) The Company shall lay down to the reasonable satisfaction of the surveyor of the county council for preventing as far as possible the accumulation of surface water on the east side of the railway near the site of the proposed bridge a pipe drain

12 inches in diameter and the county council shall grant to the Company free of charge an easement for the laying on the property of the county council such drain and from and after the completion of such drain the same shall be maintained by and at the cost of the county council : A.D. 1897.

- (5) Any difference which may arise between the county council and the Company under this section shall be referred to and determined by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

34. Subject to the provisions of this Act the Company may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the new bridges and widenings and lengthenings of bridges and the new roads footpaths and other works and may stop up and discontinue the portions of roads streets and footpaths and exercise the other powers herein-after 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 and also the lands herein-after described and delineated on the said plans and described in the said books of reference (that is to say) :—

Power to
make new
roads altera-
tions of
roads foot-
paths &c.

They may make and maintain the following bridges in substitution for the existing bridges over the main line of railway of the Company at or near the same places (that is to say) :—

In the county of London—

A new bridge in the parish of Paddington commencing and terminating at or near the commencement and termination of the existing bridge carrying Great Western Road over the main line of railway of the Company at Westbourne Park Station and in connexion therewith they may widen the said road on the west side thereof at the north end of the said existing bridge for a distance of 4 chains or thereabouts therefrom :

A new bridge in the parish of Hammersmith commencing at a point 1 chain or thereabouts north of the northern end of the existing bridge carrying the London and North Western Railway over the main line of railway of the Company and terminating at or near the southern end of the said existing bridge.

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They may make and maintain the widenings and lengthenings of bridges herein-after mentioned (that is to say) :—

The widening on the northern side of the bridge which carries the Company's Windsor Branch Railway in the parish of Clewer Within in the county of Berks over Goswell Road :

The widening of the following bridges which carry the Company's Birmingham Wolverhampton and Dudley Railway over the roads and streets herein-after specified in the parishes and counties herein-after mentioned (that is to say) :—

Road or Street.	Side of Bridge on which Widening is to be made.	Parish.	County.
Dover Street -	Both sides -	Birmingham-	Warwick.
Musgrave Road -	Both sides -	Birmingham-	Warwick.
Handsworth New Road.	North-eastern	Birmingham-	Warwick.
Queen's Head Lane	North-eastern	Handsworth-	Stafford.
Booth Street -	Both sides -	Handsworth-	Stafford.

The widening on the south side of the bridge carrying the Company's Cheltenham and Great Western Union Railway in the parish of Thrupp in the county of Gloucester over the road leading from the Knapp to Lower Bourne :

The widening on both sides of the bridge carrying the Company's Berks and Hants Extension Railway in the parish of Pewsey in the county of Wilts over the road near to Pewsey Station leading from Upavon to Marlborough :

The widening on both sides of the bridge in the township of Upper Swinford in the parish of Old Swinford in the county of Worcester which carries the Oxford Worcester and Wolverhampton Railway of the Company over the road leading from Old Swinford to Chawn Hill :

The widening on both sides of the bridge in the township of Stourbridge in the parish of Old Swinford in the county of Worcester which carries the said Oxford Worcester and Wolverhampton Railway over Junction Road Stourbridge :

The widening on the northern side of the bridge in the parish of Llanharan in the county of Glamorgan which carries the South Wales Railway of the Company over the river Ely at the junction of that railway with the Ely Valley Railway of the Company : A.D. 1897.

The widening in the county of Glamorgan of the following bridges which carry the Company's Llynvi and Ogmore Railway over the roads and rivers herein-after specified in the parishes herein-after mentioned :—

Road or River.	Side of Bridge on which Widening is to be made.	Parish or Parishes.
Road from Bridgend to Old Tramway Road.	Western -	Coity Lower.
Road from Llidiard to Wild Mill.	Eastern -	Coity Lower and Coity Higher.
Road from Sarn Fach to Aberkenfig.	Eastern -	Saint Brides Minor.
River Ogmore - -	North-eastern	Saint Brides Minor and Ynysawdre.
River Llynfi - -	North-eastern	Ynysawdre.

The lengthening at both ends of the bridge in the parish of Saint Mary Abbots Kensington in the county of London which carries Golborne Road over the main line of railway of the Company :

The lengthening at both ends of the bridge in the said parish of Saint Mary Abbots Kensington which carries Ladbroke Grove over the main line of railway of the Company :

The lengthening at the northern end of the bridge in the parish of Hammersmith in the county of London which carries Scrubs Lane over the main line of railway of the Company :

The lengthening at the southern end of the bridge in the parishes of Newbury and Greenham in the county of Berks which carries the road known as Boundary Road over the Berks and Hants Railway of the Company :

The lengthening of the following bridges which carry the roads streets and canal herein-after specified in the parishes

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and counties herein-after mentioned over the Birmingham
Wolverhampton and Dudley Railway of the Company :—

Road Street or Canal.	End of Bridge at which Lengthening is to be made.	Parish and Township.	County.
Lodge Road -	Western -	Birmingham-	Warwick.
Soho Branch Canal	North-eastern	Birmingham-	Warwick.
Norton Street -	North-eastern	Birmingham-	Warwick.
Benson Road -	North-eastern	Birmingham-	Warwick.
Bacchus Road -	North-eastern	Birmingham-	Warwick.
Wattville Street -	Both ends -	Handsworth-	Stafford.
Middlemore Road	North-eastern	Smethwick -	Stafford.

The lengthened portion of each of the said bridges shall be of a width not less than the width of the existing bridge provided that the lengthened portion of the bridge which carries the road known as Boundary Road over the Berks and Hants Railway shall be of a width of not less than 20 feet.

They may execute the works and exercise the powers and enter upon take and use the lands following (that is to say) :—

In the parish of Clewer Within in the county of Berks—

They may stop up and discontinue so much of the footpath leading in a westerly direction from Goswell Road to Clewer as lies between that road and the point where the footpath crosses the western boundary of the field or enclosure numbered 178 on the 25-in. Ordnance map and in lieu thereof they may make a new footpath between the said point and the said road :

They may stop up and discontinue so much of the footpath leading in an easterly direction from Goswell Road on the northern side of and near to the Windsor Branch Railway of the Company as lies between its junction with that road and a point on that footpath 83 yards or thereabouts from the said road and in lieu thereof they may make a new footpath between the said point and the said road.

In the parish of Uffington in the county of Berks—

In substitution for the new road in the said parish authorised by section 22 of the Great Western Railway Act 1895 they may alter and divert so much of the public road which crosses the main line of the Company's railway on

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—

the level at Uffington Station as lies between points respectively 14 chains or thereabouts north-west and 3 chains or thereabouts south-east of the said level crossing and may carry the road over the said railway by means of a bridge and they may enter upon take and use certain lands in the said parish lying on the south-west side of and adjoining the said portion of the existing road and the diverted road and bridge shall not be less than 25 feet in width.

In the parish of Woolhampton in the county of Berks—

They may stop up and discontinue so much of the footpath which crosses the Berks and Hants Railway of the Company on the level near the western end of Midgham Station as lies between the boundaries of the Company's property and in lieu thereof they may make a new footpath along the northern boundary of the Company's property from the said existing footpath to the public road which crosses the railway of the Company on the level at or near the eastern end of the said station.

In the parishes of Rotherfield Peppard and Rotherfield Greys in the county of Oxford—

They may alter and divert so much of the road leading from Henley to Marsh Lock which crosses on the level the Henley Branch Railway of the Company at a point distant 4 chains or thereabouts north-west of the post on that railway indicating 35 miles from Paddington as lies between points respectively 5 chains or thereabouts south-west and $6\frac{1}{2}$ chains or thereabouts north-east of the said level crossing and may carry the road over the said railway by means of a bridge and the diverted road and bridge shall be not less than 20 feet in width.

In the parish of Great Bedwyn in the county of Wilts—

They may alter and divert so much of the road which crosses the Berks and Hants Extension Railway of the Company on the level near to the post on that railway indicating 67 miles from Paddington and known as the Mill Bridge level crossing as extends from the bridge carrying that road over the Kennet and Avon Canal to the junction of that road with the road leading from Savernake to Little Bedwyn and they may carry the said road over the said railway by means of a bridge and they may also alter and divert so much of the said road leading from Savernake to Little Bedwyn as extends for a distance of 60 yards or

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—

thereabouts southward and 40 yards or thereabouts northward from the junction of the said roads and so much of the road known as Hatchett Lane as extends for a distance of 40 yards or thereabouts in a north-westerly direction from its junction with the said road from Savernake to Little Bedwyn and the diverted road and bridge shall be not less than 20 feet in width.

In the parish of Little Bedwyn in the county of Wilts—

They may stop up and discontinue so much as lies between the northern boundary of the Company's property and the southern side of the Kennet and Avon Canal of the road which crosses on the level the Berks and Hants Extension Railway of the Company 2 chains or thereabouts south-west of the post on that railway indicating $65\frac{1}{4}$ miles from Paddington and known as the Little Bedwyn level crossing and in lieu thereof they may make the following new road and diversion of road in the said parish—

(a) A new road commencing by a junction with the said existing road at a point thereon 5 chains or thereabouts south-east of the said level crossing and terminating by a junction with the diversion next herein-after described of the road leading from Devizes to Little Bedwyn at a point thereon 6 chains or thereabouts south-west of the junction of the said roads and 1 chain or thereabouts north of the said railway;

(b) A diversion of so much of the said road leading from Devizes to Little Bedwyn as lies between points in that road 1 chain or thereabouts and 9 chains or thereabouts south-west of the junction of the said roads:

The said new road and diversion of road shall be not less than 20 feet in width.

In the parish of Beechingstoke in the county of Wilts—

They may stop up and discontinue so much as lies between the boundaries of the Company's property of the footpath which crosses the Berks and Hants Extension Railway of the Company on the level at Woodborough Station and in lieu thereof they may make a new footpath commencing by a junction with the existing footpath at the north side of the said level crossing and terminating by a junction with the approach road to Woodborough Station at the

southern side of the said railway and may carry the said footpath over the railway by means of a footbridge. A.D. 1897.

In the parish of Gloucester in the county of Gloucester—

They may alter and divert so much of the footpath leading from Alfred Street Gloucester to Barnwood and which crosses the Cheltenham and Great Western Union Railway of the Company on the level near to the Emlyn Engineering Works as lies between points respectively 1 chain or thereabouts north-west and 10 chains or thereabouts south-east of the western boundary of the said railway and may carry the said footpath over the railway by means of a footbridge.

In the township of Oldbury in the parish of Halesowen in the county of Worcester—

They may stop up and discontinue so much as lies between the boundaries of the Company's property of the footpath which crosses the Stourbridge Extension Railway of the Company on the level at a point 10 chains or thereabouts north-east of the bridge carrying the road from Smethwick to Tat Bank over that railway.

In the township of Upper Swinford in the parish of Old Swinford in the county of Worcester—

They may alter and divert so much of the footpath leading from Ham Lane to Saint Mary's Church as lies between the eastern side of the bridge carrying the Oxford Worcester and Wolverhampton Railway of the Company over the said footpath and a point $1\frac{1}{2}$ chains or thereabouts south-east of that bridge and may alter and divert so much of the footpath leading from Chawn Hill to Saint Mary's Church as lies between the east side of the said bridge and a point $3\frac{1}{2}$ chains or thereabouts north-east of that bridge.

In the parish of Aberystwith in the county of Monmouth—

They may stop up and extinguish all rights of way over the Company's property at and near the level crossing over the Company's Cwmtillery Branch Railway $10\frac{1}{2}$ chains or thereabouts north of the goods shed at Abertillery station.

In the parish of Llanhilleth in the county of Monmouth—

They may stop up and discontinue so much as lies between the boundaries of the Company's property of the road which crosses the Monmouthshire (Western Valleys) Railway of the Company on the level 9 chains or

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thereabouts west of the post on that railway indicating $13\frac{1}{4}$ miles from Newport and in lieu thereof they may make a new road not less than 20 feet in width commencing by a junction with the road leading from Newport to Aberbeeg near to the junction therewith of the first-mentioned road and terminating by a junction with such road where it crosses the river Ebbw.

In the parish of Bassaleg in the county of Monmouth—

They may alter and divert so much of the road leading from Newport to Rogerstone which is carried over the Monmouthshire (Western Valleys) Railway of the Company by means of a bridge north-west of Bassaleg Station as lies between points respectively 1 chain or thereabouts east and 6 chains or thereabouts west of the centre of the said bridge and the diverted road and bridge shall be not less than 25 feet in width.

In the parishes of Llangeinor and Bettws in the county of Glamorgan—

They may divert so much of the river Afon-Garw as lies between the bridge carrying the Company's Garw Valley Branch Railway over that river at a point 15 chains or thereabouts south-east of the termination of the said branch railway and a point on that river 11 chains or thereabouts measured along that river in a southerly direction from the said bridge and in connexion with such diversion they may make three new bridges over the diverted portion of the said river respectively distant $\frac{1}{2}$ a chain $4\frac{1}{2}$ chains and 9 chains or thereabouts from the said existing bridge over that river.

In the parish of Llanelly Rural in the county of Carmarthen—

They may stop up and discontinue so much as lies between the boundaries of the Company's property of the following roads which cross the Company's South Wales Railway and the Llanelly Railway on the level:—

- (a) The road from Tymorfa to Llanelly which crosses the said railways about $1\frac{1}{2}$ chains eastward of the post on the said South Wales Railway indicating $223\frac{3}{4}$ miles from Paddington ;
- (b) The road from Tymorfa to Llwynhendy which crosses the said South Wales Railway about 6 chains westward of the post on that railway indicating $223\frac{1}{2}$ miles from Paddington and the Llanelly Railway about 24 chains

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eastward of Llandilo Junction being the junction between the South Wales and Llanelly Railways;

- (c) The road from Bynea to Llwynhendy which crosses the Llanelly Railway about 35 chains eastward of the said Llandilo Junction:

And in lieu of the said roads they make the following new roads all in the said parish viz.--

- (a) A new road commencing at the said road from Tymorfa to Llwynhendy about 7 chains south-westward of the level crossing of the said road by the South Wales Railway and terminating by a junction with the said road from Bynea to Llwynhendy about $4\frac{1}{2}$ chains south-eastward of the level crossing of the said road by the Llanelly Railway;
- (b) A new road commencing at the intended road last above described about $5\frac{1}{2}$ chains north-westward of the termination of the said road and terminating in the said road from Bynea to Llwynhendy about 7 chains northward of the level crossing of that road by the Llanelly Railway;
- (c) A new road commencing at the said road from Tymorfa to Llanelly about 3 chains north of the level crossing of the said road by the South Wales and Llanelly Railways and terminating by a junction with the said road from Tymorfa to Llwynhendy about three chains north-east of the level crossing of the said road by the Llanelly Railway:

Each of the said roads shall be not less than 15 feet in width.

In the parish of Pembrey in the county of Carmarthen—

They may stop up and discontinue so much as lies between the boundaries of the Company's property of the road leading from Pembrey Harbour to Achddu which crosses the South Wales Railway of the Company on the level and known as Ashburnham level crossing and in lieu thereof they may make:—

A new road not less than 15 feet in width commencing by a junction with the said road from Pembrey Harbour to Achddu at a point thereon 2 chains or thereabouts south-west of the said level crossing and terminating by a junction with the road leading from Pembrey to the said level crossing at a point thereon 3 chains or thereabouts north-west of the said level crossing and in connexion therewith they may alter

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the levels of the said road from Pembrey Harbour to Achddu between points respectively 1 chain or thereabouts and 4 chains or thereabouts north-eastward of the said level crossing.

In the parish of Illogan in the county of Cornwall—

They may stop up and discontinue so much of the road which crosses the West Cornwall Railway of the Company on the level near the western end of Carn Brea Station as lies between the boundaries of the Company's property and in lieu thereof they may make a new road not less than 20 feet in width commencing by a junction with the said existing road at the north side of the said level crossing and terminating by a junction with the road leading from Brea to Tregajorran at a point thereon 4 chains or thereabouts south-west of the junction of that road with the said existing road.

In the parish of Gwinear in the county of Cornwall—

They may alter and divert so much of the road known as Sandy Lane which crosses the West Cornwall Railway of the Company on the level 5 chains or thereabouts north-east of the post on that railway indicating 315½ miles from Paddington and known as Sandy Lane level crossing as lies between points 4½ chains or thereabouts south and 7½ chains or thereabouts respectively north of the said level crossing and may carry the said road over the said railway by means of a bridge and the diverted road and bridge shall be not less than 12 feet in width.

Arrange-
ments with
London
County
Council and
vestry of
Paddington
as to bridge
at West-
bourne Park
Station.

35. In constructing the new bridge and widening of road in the parish of Paddington by this Act authorised the following provisions shall notwithstanding anything in this Act contained or shown on the deposited plans and sections apply and have effect (that is to say) :—

- (1) The Company shall construct the said bridge and approaches so that there shall be a clear width of 50 feet between the parapets and in all other respects only in accordance with plans and sections previously submitted to and reasonably approved by the engineer for the time being of the London County Council (in this section called "the council") or in the event of his failure for 21 days after the delivery of the plans and sections 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 of the Institution of Civil Engineers :

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- (2) During the progress of the work the Company shall make temporary provision on the roadway of the existing bridge for which the said bridge will be in substitution or upon the said bridge for at least one line of vehicles and a footway for pedestrians of not less than eight feet in width :
- (3) The council and the vestry of the parish of Paddington (in this section called "the vestry") shall respectively grant to the Company free of charge such a perpetual easement in and over so much of the land belonging to or under the control of the Council or of the vestry as may be necessary for the construction and maintenance of the said bridge and approaches or widening of road :
- (4) On the completion of the said bridge and approaches and widening of road to the satisfaction of the respective engineers of the council and the vestry and the opening thereof for public traffic the council shall pay to the Company one fourth of the net cost of the construction of the said bridge approaches and widening of road including the making of the road on the said bridge and approaches provided that the sum so to be paid by the council shall not exceed the sum of 4,500*l.* and at the same time the vestry shall pay to the Company one third of the net cost of the said works provided that the sum so to be paid by the vestry shall not exceed the sum of 5,833*l.* 6*s.* 8*d.* and in default of payment by the council and the vestry or either of them the Company may recover from the council and the vestry respectively the respective sums payable by them in any court of competent jurisdiction :
- (5) The vestry may borrow for the purposes of such payment any money that may be required in the same manner as and subject to the conditions and stipulations under which a vestry constituted under the Metropolis Management Acts 1855 to 1893 may borrow money for such purposes :
- (6) From and after the completion and opening to the public of the said bridge and widening of road the vestry shall adopt as part of the public streets or roads maintainable and repairable by them and thereafter shall well and sufficiently maintain and repair the surface of the road over the said bridge and upon the approaches thereto and the Company shall maintain the structure of the bridge and approaches :
- (7) If any difference arises between the Company and the council or the vestry under or in relation to any provision of this section such difference shall be determined by an engineer to

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be nominated by the President of the Institution of Civil Engineers upon the application of the Company the council or the vestry as the case may be.

Bridges over
railways in
County of
London.

36. Notwithstanding anything in this Act or on the deposited plans and sections all bridges to be constructed by the Company under the powers of this Act for carrying any road or street in the county of London over any railway of the Company shall be constructed so as not to lessen the present clear width of such road or street including the footway or footways and in no case shall any such bridge be of less width between the parapets thereof than forty feet measured on the square and every such bridge shall be so covered or fenced as to prevent as far as may be reasonably practicable the escape of steam smoke or other offensive effluvia into any such road or street :

Provided that in the case of any bridge for which under any section of this Act for the protection of any district board or vestry a greater width than that provided by this section is prescribed such greater width shall not be reduced without the consent in writing of the London County Council.

Plans of
bridges and
works to be
submitted to
the London
County
Council.

37. The Company shall not execute or commence the erection of any such bridge or works as aforesaid until they shall have given to the London County Council twenty-one days notice in writing of their intention to commence the same by leaving such notice at the offices of the said council with plans elevations sections and other necessary particulars of the construction of the said bridge and works and until the said council shall have signified their approval of the same unless the said council fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said council in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the said council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said council may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans and designs superintendence or otherwise shall be paid to the said council by the Company on demand.

38. In exercising the powers by this Act conferred upon the Company within the parish of Hammersmith the following provisions shall unless otherwise agreed between the vestry of that parish (in this section called "the vestry") and the Company be binding upon the Company and full effect shall be given thereto:—

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For protec-
tion of
Hammer-
smith vestry.

- (1) In lengthening the northern end of the existing bridge carrying the public road called Scrubs Lane over the main line of the Company's Railway in the parish of Hammersmith the Company shall also widen the bridge including the lengthening thereof to forty-five feet between the parapets and the present access from the roadway to the canal towing path underneath shall be preserved:
- (2) The Company in lengthening and widening the before-mentioned bridge shall continue to widen Scrubs Lane so as to secure a uniform width of forty-five feet from the southern end of the existing bridge to the northern end of the southern approach to the Mitre Bridge over the canal:
- (3) The Company shall form and maintain a raised footway of not less than six feet in width on both sides of the roadway of the bridge over their railway referred to in this section and the gradients of the present approaches shall not be in any case increased:
- (4) All works prescribed by this section shall be executed by and at the expense of the Company to the reasonable satisfaction of the vestry or their surveyor and according to plans previously submitted for their approval and the surface of the road between the southern side of the Junction Bridge and the southern end of the Mitre Bridge shall thereafter be maintained by and at the expense of the parties now liable to maintain the same:
- (5) Any difference between the vestry and the Company touching anything to be done under this section shall be settled by an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either of the parties in difference and the decision shall be final and binding on both parties and the costs of the arbitration shall be borne as he shall direct.

39. With reference to so much of the works by this Act authorised (in this section called "the works") as will be made in the parish of Saint Mary Abbots-Kensington in the Administrative County of London (in this section called "the parish") and for the protection of the vestry of the parish of Saint Mary Abbots Kensington (in this section called "the vestry") the following

For protec-
tion of
vestry of
Saint Mary
Abbots
Kensington.

A.D. 1897. provisions shall apply unless otherwise agreed between the vestry and the Company :—

- (1) Before the Company proceed to construct the lengthening of the bridges or any portion thereof by this Act authorised for carrying Golborne Road and Ladbroke Grove over the Company's railway in the parish they shall to the reasonable satisfaction of the surveyor of the vestry (in this section called "the vestry's surveyor") and at the cost of the Company and in accordance with plans and sections to be previously submitted to and reasonably approved by such surveyor (unless such surveyor shall not signify his approval or disapproval of such plans and sections within seven days after submission thereof) construct and maintain good and sufficient temporary bridges for the use of foot and carriage traffic passing upon and along the said roads :
- (2) If in the execution of the works required for constructing or maintaining either the lengthening of the said bridges or the temporary bridges it shall be necessary or expedient to interfere with the said roads such interference shall be so conducted that at all times during the progress of such works all persons and vehicles may pass and repass along the said roads freely and without interruption of any kind :
- (3) The Company shall during the progress and until the completion of the temporary bridges and the lengthening of the said bridges make and carry into effect such arrangements for lighting and watching the portions of the roads interfered with as may be necessary to prevent danger or accident to persons or vehicles using the said roads and bridges and if any damage shall result from the failure of the Company to make and carry into effect such arrangements or by reason of any of the operations of the Company affecting the said roads the Company shall be liable for such damage and the same may be recovered by the vestry or any person injured or their representatives in any court of competent jurisdiction :
- (4) The paths channels kerbs and drains and other works in upon under or along roads and footpaths on over or leading to the said bridges or any other roads or footpaths taken up or interfered with shall be relaid and made good to the reasonable satisfaction of the vestry's surveyor :
- (5) The Company shall when lengthening the said bridges which carry Golborne Road and Ladbroke Grove respectively over the main line of the railway of the Company construct the same and widen the existing bridges so that each of such bridges

shall throughout the whole length thereof be of not less width A.D. 1897.
between the parapets thereof than 50 feet measured on the
square and the railway on each side of every such bridge shall
be so covered or fenced as to prevent as far as may be reasonably
practicable the escape of steam smoke or other offensive effluvia
into such road or street. If at any time within one month
after the submission by the Company of plans and sections
under sub-section (1) of this section the vestry shall by notice
in writing require the Company to construct the said bridge
or either of them of a width of 60 feet instead of 50 feet then
and in such case the Company shall construct the bridge or
bridges in respect of which such requirement is made of the
width of 60 feet between the parapets measured on the square
and the vestry shall bear and pay the extra cost incurred in
constructing the same of a width of 60 feet instead of a width
of 50 feet and the amount of such extra cost shall in default of
payment by the vestry be recoverable by the Company from
the vestry in any court of competent jurisdiction:

(6) The said bridges and the approaches thereto when reconstructed shall at all times be repaired and maintained by the Company and the roadways interfered with shall be relaid and restored to the reasonable satisfaction of the vestry's surveyor and shall be maintained to the like satisfaction and at the expense of the Company for six months after completion in accordance with the provisions of this section:

(7) Where any of the works to be done under and by virtue of this Act shall or may pass over or under or by the side of or interfere with any road footpath sewer drain pipe watercourse or other work under the jurisdiction or control of the vestry or shall or may in any way prejudicially affect the sewerage or drainage of the parish under their control or the outfalls of their drainage the Company shall not commence any such works until they have given to the vestry twenty-one days previous notice in writing of their intention to commence the same accompanied by a proper plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the vestry shall have signified their approval of the same unless the vestry do not signify their approval or disapproval within twenty-one days after delivery of the notice plans sections and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the vestry in the execution of the said works and shall provide by new altered or substituted

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works for the protection of and preventing injury or impediment to the sewers drains pipes watercourses or other works herein-before referred to by or by reason of the said works or any part thereof and shall save harmless and keep indemnified the vestry against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the surveyor to the vestry at the costs charges and expenses in all respects of the Company and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be fully and completely under the jurisdiction and control of the vestry as any sewers or works now are or hereafter may be except only as is by this Act expressly provided :

- (8) All bridges arches and other works within the parish constructed under the powers of this Act shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic but also any exceptional traffic lawfully using the streets within the parish and also any steam roller traction engine or other motor by whatever power worked that the vestry may use for repairing streets or other purposes and the Company shall indemnify and make good to the vestry all costs expenses and damages that the vestry may at any time incur or be put to or be liable for by reason of any defect or insufficiency in strength in such bridges arches or works or of any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the works :
- (9) The Company shall not deposit any soil or materials anywhere within the parish so as to cause any nuisance or obstruction to any persons using the streets roads or footways within the parish :
- (10) In the construction of the works the Company shall not permit or suffer any soil excavated from the works to be carried through any street in the parish except in carts or waggons so constructed and managed as to prevent any of such soil dropping therefrom :
- (11) All costs charges and expenses incurred by the vestry in removing any soil dropped on any road in the parish or in reinstating any road or footpath damaged by the execution of the works shall on demand be paid by the Company to the vestry and be a debt due to the vestry In the event of any

road in the parish being damaged by the extra traffic occasioned by the execution of the works or in the event of any damage being caused by the ordinary traffic being diverted in consequence of the execution of the works on to any road not made up to sustain such traffic the amount of such damages shall be paid by the Company to the vestry and be a debt due to the vestry:

- (12) The Company shall make full compensation to the vestry for any subsidence of or damage to any road footpath sewer drain or other work vested in or under the jurisdiction or control of the vestry which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the works by the Company or at any time thereafter and whether or not any approval shall have been given by the vestry under the provisions of this section:
- (13) The reasonable costs charges and expenses of or incurred by the vestry in respect of the execution of any works or repairs or in respect of the approval inspection or supervision of any plans sections or particulars and works or in respect of any other matter under this section shall be borne and paid by the Company and be a debt due from the Company to the vestry:
- (14) If any difference shall arise between the vestry and the Company under or in respect of the provisions in this section herein-before contained such difference shall be referred to arbitration:
- (15) While the Company are possessed under the authority of this Act of any lands houses buildings cellars easements or other property within the parish assessed or liable to be assessed to any poor or other rates or contributions and until any works to be constructed by the Company in or upon any such lands or other property are so far completed as to be assessed or liable to be assessed to an amount equal to or greater than the value at which the said lands houses buildings cellars easements and property respectively were assessed to the last rate made before the passing of this Act the Company shall be liable to make good and shall make good and pay any deficiency in the assessments by reason of such lands houses buildings cellars easements or other property being taken or used by them and the deficiency shall be computed according to the value at which such lands

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houses buildings cellars casements or other property are assessed to the last rate made before the passing of this Act:

(16) The Company shall not where any house or building shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in any unsightly condition for any longer period than is reasonably necessary:

(17) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works to be constructed in the parish under the powers of this Act or upon any building or hoarding in connexion therewith and whether during or after the construction of the works within view of any public street any placards or advertisements except such as shall have been approved in writing by the clerk to the vestry and if any such placard or advertisement be affixed or exhibited without such approval the vestry and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting placards giving information to the public as to the traffic of the Company.

For protec-
tion of Lon-
don and
North
Western
Railway
Company.

40. The following provisions for the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company") shall apply and have effect:—

(1) The Company shall construct the new bridge in the parish of Hammersmith by this Act authorised for carrying the London and North Western Railway over the main line of the Company so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railway of the North Western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North Western Company full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction:

(2) If by reason of the construction of the said new bridge hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railway of the North Western Company the same shall be so added to or altered by the North Western Company and the reasonable expense thereof shall be repaid to that Company by the Company:

(3) The Company shall construct the said new bridge and all the works both temporary and permanent necessary and incident to the construction thereof according to plans sections and specifications and of such quality and strength of materials

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and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer and the Company shall not commence the construction of the said new bridge or enter upon or interfere with any land works or property belonging to or used by the North Western Company until such plans sections and specifications have been so submitted and approved provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then the said new bridge and the said works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the North Western Company by the President of the Institution of Civil Engineers :

- (4) The said new bridge and all works necessary or incident to the construction thereof or affecting the property or works of the North Western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer :
- (5) The Company shall not (except with the previous consent of the North Western Company under their common seal) purchase or acquire any lands or property of the North Western Company but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using so much of the lands of the latter Company as may be necessary for the construction of the said new bridge in accordance with the provisions of this section :
- (6) During the construction of the said new bridge the Company shall bear and on demand pay to that Company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that Company for watching their railway and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :

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- (7) The Company shall at all times maintain the said new bridge in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North Western Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction :
- (8) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs losses damages and expenses which may be occasioned to that Company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the construction or failure of the said new bridge and the works in connexion therewith or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :
- (9) If any difference shall arise between the respective engineers of the Company and the North Western Company as to the reasonableness of the plans sections and specifications hereinbefore provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North Western Company :
- (10) The Company and the North Western Company may agree for any variation or alteration in the work in this section provided for or in the manner in which the same shall be executed.

For protection of Metropolitan and Great Western Railway Companies joint committee.

41. For the protection of the joint committee of the Metropolitan Railway Company and the Company (in this section called "the joint committee") constituted under the provisions of the Great Western Railway (Various Powers) Act 1867 the following provisions shall apply and have effect (that is to say) :—

- (1) The Company shall not enter upon or interfere with the railway or any of the lands or works of the joint committee or

execute any works whatever over under or affecting the same until the Company shall have delivered to the joint committee plans and sections of such intended works and those plans and sections shall have been approved in writing by the joint committee or in the event of their failure for 28 days after the delivery of the plans and sections 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 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 sections and to the reasonable satisfaction of the joint committee or in case of difference of an engineer to be appointed in the manner aforesaid: A.D. 1897.

- (2) The new bridge in the parish of Paddington by this Act authorised where the same is intended to cross the railway and works of the joint committee shall be of sufficient strength to carry the heaviest description of street traffic and such crossing shall be effected in such manner as not to interfere with the traffic of the said railway or with the stability of the said railway and works in any way whatever:
- (3) The Company shall bear and on demand pay to the joint committee the reasonable expenses of the employment by them during the construction of the new bridge over and adjacent to the railway of the joint committee of a sufficient number of inspectors signalmen or watchmen to be appointed by them thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise:
- (4) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the joint committee all losses costs damages and expenses which may be occasioned to them or to any of their works or property or to the traffic on their railway or to any Company or persons using the same or otherwise during the execution or by reason of the failure of the intended works or by reason of any act default or omission of the Company or of any person in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the joint committee from all claims and

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—

demands upon or against them by reason of such execution or failure and of any such act default or omission :

- (5) The Company shall at their sole expense at all times maintain the new bridge and works by this Act authorised over the railway of the joint committee in substantial repair and good order and condition to the reasonable satisfaction in all respects of the joint committee and if and whenever the Company fail to comply with the requirements of this provision for the space of one month after notice thereof in writing from the joint committee or in case of urgency without notice the joint committee may make and do in and upon as well the lands of the Company as their own lands all such reasonable works and things as the joint committee shall think requisite for executing such repair and the sum from time to time certified by their engineer to be the reasonable amount of the expenditure incurred in that behalf subject to the decision in the event of difference between the Company and the joint committee of the arbitrator under the provisions of sub-section 9 of this section shall be repaid to them by the Company and in default the amount due may be recovered with full costs by the joint committee from the Company in any court of competent jurisdiction :
- (6) In constructing or maintaining the new bridge and works by this Act authorised or any of them the Company shall not in any way obstruct or interfere with the traffic passing along the railway of the joint committee and if by reason of any works or proceedings of the Company or other cause attributable to them there shall be any obstruction or interference with the railway of the joint committee so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the joint committee full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction :
- (7) The Company shall not except by agreement with the joint committee purchase and take for the purpose of making and maintaining the new bridge by this Act authorised any lands belonging to or in the occupation of the joint committee but the Company may purchase and take and the joint committee may and shall sell and grant an easement or right of using the same for the purpose of making and maintaining the new bridge as and in the manner by this Act authorised :
- (8) The Company shall pay to the joint committee by way of purchase or compensation for the rights and easements to

be acquired under the provisions of this Act such an amount as may be agreed on or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement:

- (9) If any difference shall arise between the joint committee and the Company as to the true intent and meaning of any of the provisions of this section such difference shall (except as otherwise provided for by this section) be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers in London and the costs of such arbitration shall be in the discretion of such arbitrator.

42. The following provisions for the protection and benefit of the mayor aldermen and citizens of the city of Birmingham (in this section called "the corporation") shall unless otherwise agreed in writing between the corporation and the Company have effect (that is to say):—

For protection of corporation of Birmingham.

- (1) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water mains pipes or apparatus of the corporation until they shall have given to the town clerk of Birmingham seven clear days notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and water mains pipes and apparatus proposed to be interfered with:
- (2) In the construction of the bridge widening over the Handsworth New Road by this Act authorised there shall be a clear space open to the sky of not less than five feet for the full span of the bridge between the bridge carrying the existing railway over that road and the bridge for carrying the railway widening and the new bridge carrying such railway widening shall have one clear span over the roadways and the headway of such bridge shall not be less than the headway of the bridge carrying the existing railway over that road:
- (3) The Company shall reconstruct the bridge carrying the Company's existing railway over Musgrave Road and the new bridge for carrying that railway and the railway widening over Musgrave Road shall be of a clear span on the square of not less than 42 feet with a headway of not less than 16 feet

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throughout the whole length and width of the bridge measured from the present surface of the road at the place of crossing and the Company shall make and maintain an opening in the bridge of not less than eight feet in width measured transversely for the full span of the bridge And the corporation shall contribute the sum of four hundred pounds toward the costs of reconstructing the said bridge such sum to become payable on the certificate of the city surveyor that the new bridge has been constructed and completed to his reasonable satisfaction :

- (4) The Company shall reconstruct the bridge carrying Bacchus Road over the Company's existing railway and the new bridge for carrying that road over the existing railway and the railway widening shall be of the clear width between the parapets measured on the square of 42 feet and the gradient of the new bridge and the approaches thereto shall not be steeper than the gradient of the existing bridge and approaches and the Company shall construct on each side of the new bridge parapets of not less than seven feet in height The corporation shall contribute the sum of two hundred pounds toward the costs of reconstructing the said bridge such sum to become payable on the certificate of the city surveyor that the new bridge has been constructed and completed to his reasonable satisfaction :
- (5) The bridges over Handsworth New Road and Musgrave Road shall be constructed and maintained so as to prevent as far as practicable the dripping of water and the Company shall line the vertical walls under the new bridges with white glazed bricks or tiles and shall maintain the same so lined clear and uncovered and in good condition :
- (6) The Company shall pay to the corporation the cost of erecting a suitable lamp post and lamp provided with proper means of lighting under each of the bridges carrying the Company's railway across Handsworth New Road and Musgrave Road :
- (7) The Company when reconstructing the bridge carrying Benson Road over the Company's existing railway shall construct the new bridge over that railway and railway widening in the line and situation and of the width shown upon the plan signed by John Price on behalf of the corporation and by James Charles Inglis on behalf of the Company and the gradient of the new bridge and the approaches thereto shall not be steeper than the gradient of the existing bridge and approaches and the Company shall construct on

each side of the new bridge parapets of not less than seven feet in height : A.D. 1897.

- (8) Within three months from the passing of this Act the Company shall remove the columns now standing in Great Barr Street and Montague Street in the line of the disused viaduct crossing those streets but the Company may re-erect such pillars in their present position if and when required for the purpose of their railway :
- (9) The Company shall either preserve and maintain the outlet of the sewer in Lodge Road free from obstruction or shall construct a diverted sewer with proper outlets to the satisfaction of the corporation and the Company shall also preserve and maintain the existing surface water culverts passing under their railway on the northerly side of Musgrave Road and shall maintain the outlet free from obstruction for the passage of surface water :
- (10) Where the surface of any road or street crossing over the Company's railway is broken up or interfered with the Company shall pay to the corporation the cost of paving the whole width of carriageway of any such road or street for the full length of such bridge and its approaches with wood or granite setts laid on a suitable concrete foundation as the city surveyor shall determine and the Company shall also pay to the corporation the cost of paving the footways on each side of the street or road with such materials as is used in the immediate locality of such bridge :
- (11) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation and wherever in those sections the words "company" or "society" are used the same shall for the purposes of this section be held to extend to and include the corporation :
- (12) Wherever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the corporation at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with

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and in such manner as shall be reasonably approved by the corporation ;

- (13) Whenever the water or gas mains pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the supply of water or gas to lay down additional mains or pipes such additional mains or pipes (of the same size and description as those previously in use) shall previous to the severance or interference be laid down by the corporation at the expense of the Company :
- (14) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain gas or water main or apparatus the Company shall repay to the corporation such cost :
- (15) In case it shall be necessary to construct the railway over any sewer drain gas or water main of the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer drain gas or water main from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair :
- (16) The Company shall not permit within the city any of the walls parapets or screens on the street side of the bridges to be reconstructed widened or lengthened under the powers of this Act to be used for the posting of bills or other advertising purposes except such as relate to the business of the Company :
- (17) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and the costs of the reference shall be borne as such arbitrator shall direct.

For protection of Company of Proprietors of Birmingham Canal Navigations.

43.—(1) With respect to the lengthening by this Act authorised of the bridge carrying the Soho Branch Canal of the Company of Proprietors of the Birmingham Canal Navigations (in this section called “the canal company”) over the Birmingham Wolverhampton and Dudley Railway of the Company the provisions with regard to the carrying of a railway by means of archways or tunnels under the said Soho Branch and to the construction maintenance and repair of any aqueduct tunnel or other work in connexion therewith contained in sections 41 to 46 both inclusive of the Birmingham

Wolverhampton and Dudley Railway Act 1846 shall apply to the said lengthening of the said bridge as fully and to the same extent as if the same were re-enacted in this Act. A.D. 1897.

(2) The Company shall pay the canal company one hundred and fifty pounds for the right to construct and maintain the lengthening of the said bridge. The canal company shall only be required to grant to the Company an easement for such purpose and not to convey to the Company the fee simple of the land required and the Company shall accept such title as the canal company have.

(3) During construction the Company shall be allowed with the previous approval of the engineer of the canal company to put in a temporary wooden trough of sufficient length to carry one boat over the site of the tunnel but at all times to leave a means of communication for horses and carts along the towing path side and a means of communication for horses and carts along the other side from one side of the canal company's wharf on one side of the tunnel to the part of the wharf lying on the other side of the tunnel. The Company shall supply any watching and lighting rendered necessary in relation to the traffic or otherwise during the execution of the intended works.

(4) The Company shall pay the canal company two pounds ten shillings a week for interference with the canal company's trade at their wharf during so long a time as any temporary trough which they may construct as aforesaid shall exist but this payment shall merge in the payments mentioned in the next paragraph.

(5) The Company shall pay by way of compensation for such days as the said branch canal shall be empty for the purpose of enabling the works to be carried out and the wharf cannot consequently be used for boats at the following rate. Twenty-five pounds a day for the first ten days and fifty pounds a day beyond ten days. The Company shall also pay the cost of taking the water out of the canal.

(6) The time during which such canal shall be empty shall be agreed on with the canal company and in no case shall it exceed fourteen days.

(7) If the canal company should at any time widen their canal or towing-path or execute any works over the proposed tunnel any extra cost incurred in consequence of the existence of the said tunnel and works shall be repaid by the Company to the canal company.

44. The following provisions for the protection and benefit of the urban district council of Handsworth in the county of Stafford

For protec-
tion of
Handsworth

A.D. 1897. (in this section referred to as "the council" and their district as "the district") shall with reference to the works authorised by this Act to be made and executed in the district (herein-after referred to as "the works") have effect unless otherwise agreed in writing between the Company and the council (that is to say):—

Urban
District
Council.

- (1) The word "street" when used in this section shall include any street road highway public bridge lane footway square court alley or passage whether a thoroughfare or not and the footways thereof respectively :
- (2) The Company shall not break up any street or interfere with any sewer drain or watercourse until they have given to the clerk to the council at least ten days notice in writing of their intention to commence such works and such notice shall be accompanied by plans sections elevations specifications and all necessary particulars showing the works proposed to be executed and the manner in which the street sewer drain or watercourse will be interfered with :
- (3) The Company shall to the reasonable satisfaction of the council reconstruct and widen the bridge carrying the railway over Booth Street of one span of not less than 42 feet for its whole width with the best practicable headway which can be obtained throughout the whole length and width of such bridge above the present level of the roadway of the street :
- (4) The widened portion of the bridge which now carries the railway over Queen's Head Lane shall be of one span of at least 42 feet with a clear headway throughout its whole length and width of not less than 20 feet above the present level of the roadway of the said street The Company will at the request and at the reasonable cost of the council reconstruct the existing bridge over Queen's Head Lane of a span of 42 feet with a clear headway throughout its whole length and width of not less than 20 feet above the present level of the roadway of the said street and when the said existing bridge has been reconstructed the Company shall give up to the council free of cost and throw into the street all land under the arch of the reconstructed bridge :
- (5) If the Company in executing the works shall alter or interfere with any part of the existing bridge carrying Wattville Street over the railway above the level of the underside of the arches the bridge shall be made of not less width between the parapets than 42 feet and the parapets shall be not less (except with the consent of the council) than 6 feet in height above the level of the road on such bridge :

- (6) The Company shall execute such works as may in the opinion of the surveyor to the council be necessary to strengthen or support the Handsworth and Smethwick joint intercepting sewer which passes under the bridge carrying the railway over Queen's Head Lane and thence in an easterly direction under land proposed to be acquired by the Company under this Act: A.D. 1897.
- (7) The Company shall give up to the council free of cost and throw into the streets known as Booth Street and Queen's Head Lane such parts of the lands which abut upon the said streets and now belong to the Company or which may be acquired by them under this Act (for the whole length of their frontages) as may be requisite for the purpose of making the parts of the streets upon which the lands abut not less than 42 feet wide. In the event of it being necessary for the purpose of widening Booth Street to take down the fences or walls which abut upon Booth Street and belong to the properties numbered on the deposited plans 49 and 51 in the parish of Handsworth the council shall at their own expense re-erect along the new line of frontage the fence or wall pulled down to the reasonable satisfaction of the engineer of the Company:
- (8) No alteration of the level or course or direction of any street carried over or under the railway shall be made without the consent of the council:
- (9) The Company shall to the reasonable satisfaction of the council level metal channel and make good the carriageway and pave with blue bricks the footpaths of that part of Booth Street which shall be situated under the bridge which is to be reconstructed or widened for carrying the railway over such street when such bridge has been reconstructed or widened and also of those parts of the said street which shall abut upon or be situate between the wing walls of the said bridge and in executing those works may use such of the old kerbs channels setts and other materials as may be in the opinion of the surveyor to the council fit to be re-used and the Company shall maintain the said parts of Booth Street to the like satisfaction for the period of one year from the date of the completion of the works mentioned in this clause:
- (10) The Company shall construct and maintain over and on each side and for the full length of Booth Street Bridge and on the northern side and for the full length of Queen's Head Lane Bridge when widened a substantial parapet or close screen of not less (except with the consent of the council) than six feet in height above the level of the rails on each such bridge:

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(11) The abutments parapets and screens of bridges carrying streets over or under the railway or any of the works of the Company shall not be used for the posting of bills or other advertising purposes except such as relate to the business of the Company :

(12) The abutments and foundations of every bridge which shall be built or reconstructed or altered by the Company and all retaining and other walls shall be carried to such depth below the surface of the street as shall admit of the renewing maintaining and repairing of any of the existing sewers drains and pipes by the Council and all bridges for carrying the railway over streets shall be constructed and maintained so as to prevent as far as practicable the dripping of water on the street or the footways under the same and the bridge carrying the railway of the Company over Booth Street shall have an opening therein of the width of 3 feet for its whole length for the purpose of lighting and ventilating the street thereunder and the abutments of Booth Street Bridge shall be faced or lined and maintained with white glazed bricks :

(13) All bridges for carrying streets over or under the railway shall be built or reconstructed or altered in accordance with working plans and sections so far as they affect the streets to be first submitted to and approved of by the surveyor to the council and shall be built or reconstructed or altered and completed to the reasonable satisfaction of such surveyor :

(14) Every street or footpath which shall be interfered with or disturbed by the Company in executing any of the works shall be well and sufficiently restored by the Company to the satisfaction of the council and shall be kept by the Company in thorough repair for one year from such restoration :

(15) Whenever it may be necessary in the execution of the works or otherwise in relation thereto to interrupt or interfere with any existing sewer manhole or drain belonging (wholly or in part) to the council the Company shall before interrupting or interfering with such existing sewer manhole or drain construct according to a plan to be approved of by the council another sewer manhole or drain in lieu thereof and of equal capacity with the sewer manhole or drain which may be interrupted or interfered with and such substituted sewer manhole or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may

be interrupted or interfered with and in such manner as shall A.D. 1897.
reasonably be approved by the council :

- (16) If by reason of the execution of any of the powers of this Act any increased length or depth of sewers or drains shall become necessary the same shall be constructed by the council at the expense of the Company :
- (17) If and while the Company are possessed under the authority of this Act of any lands houses buildings or property in the district which are assessed to the general district rate or to the poor rate or to any other rate the Company shall until the works are completed and assessed or liable to be assessed in such rates make good the deficiency in the assessments for each of such rates by reason of such lands houses buildings or property being taken or used for the purposes of the works and such deficiency shall be computed according to the rentals or assessments of such lands houses or buildings in the said rates respectively at the time of the passing of this Act :
- (18) If any difference arise between the Company and the council in relation to anything to be done or not to be done or any moneys to be paid under this section such difference shall be determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed on the application of either of the parties by the Local Government Board and the provisions of the Arbitration Act 1889 shall apply to such reference.

45. For the protection of the urban district council of Stourbridge (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council have effect (that is to say) :—

For protec-
tion of urban
district
council of
Stourbridge.

- (1) Before or concurrently with the construction of the widening of the bridge over the road leading from Old Swinford to Chawn Hill the Company shall take down the existing bridge carrying the railway of the Company over that road and reconstruct the same as a flat iron girder bridge having a clear span measured on the square of not less than 33 feet between the abutments thereof and a headway throughout of not less than 14 feet above the present surface of the said road and shall make up and complete the roadway and footpaths beneath the said reconstructed bridge to the satisfaction of the council of such widths respectively and with such materials as the council may reasonably approve :
- (2) The widenings of the said bridge by this Act authorised shall be constructed as flat iron girder bridges so as to afford

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a minimum clear headway above the surface of the road as shown in red on the section signed by James Charles Inglis on behalf of the Company and William Fiddian on behalf of the council of 14 feet throughout and a clear span measured on the square of not less than 33 feet between the abutments or piers thereof and such abutments or piers shall be in line with the abutments or piers of the said reconstructed bridge:

- (3) The Company shall previously to or concurrently with the construction of the said widenings lower the level of the said road to the extent shown in red on the section so signed as aforesaid but shall not otherwise interfere with or alter the gradient or level thereof:
- (4) The reconstructed and widened bridge shall be so constructed as to leave a clear space of not less than 20 feet between the eastern and western portions thereof and the eastern portion shall be of not greater width than shall be necessary for carrying two parallel lines of rails and the western portion of not greater width than shall be necessary for carrying four parallel lines of rails:
- (5) The Railway No. 5 by this Act authorised shall be carried over the said road by means of a flat iron girder bridge having a single span of not less than 33 feet measured on the square and having a headway throughout of not less than 14 feet above the present surface of the road beneath the same and no portion of such bridge shall be situate within a less distance than 20 feet of the nearest part of the reconstructed and widened bridge over the said road:
- (6) All works in connexion with the said bridges and widenings shall be constructed in accordance with plans and elevations to be reasonably approved by the council:
- (7) The Company shall not obstruct or interfere with the traffic on the said road for a longer period or to a greater extent than is reasonably necessary for the construction of the works by this Act authorised:
- (8) The said bridges and widenings shall be so constructed as to prevent the dripping of water on to the roadway or footways of the road beneath the same and so as to deaden so far as practical the sound of trains passing over the same:
- (9) The easterly and westerly sides of the said bridges and widenings and of the railway immediately adjacent thereto respectively shall be provided with screens six feet in height to prevent passing trains from being seen from the said road

and such screens shall be of an ornamental character to be reasonably approved by the council: A.D. 1897.

- (10) The Company shall divert the footpath leading from Job's Lane to the junction station of the Company at Stourbridge and carry the same along the north side of their Stourbridge Branch Railway in the manner shown upon the plan signed by James Charles Inglis on behalf of the Company and William Fiddian on behalf of the council and shall complete and make up the same to the satisfaction of the council:
- (11) The Company shall throw into Brook Road and fence off from the road the land coloured blue on the said plan and the council shall thereupon pave kerb channel and make up such land as part of that road:
- (12) Any difference which may arise between the Company and the council under any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and the costs of the reference shall be borne as such arbitrator shall direct.

46. The following provisions for the protection of the urban district council of Smethwick (herein-after called "the Smethwick Council") shall apply and have effect (that is to say):—

For protection of
Smethwick
Urban
District
Council.

- (1) Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Company shall construct the lengthened portion of the bridge by this Act authorised which carries Middlemore Road in the parish of Smethwick over the Birmingham Wolverhampton and Dudley Railway of the Company of a width of 42 feet and shall widen the existing bridge to a corresponding width so that the said bridge when reconstructed shall be of a uniform width of 42 feet throughout and the Company shall pave the roadway over the said bridge when widened with granite setts to the reasonable satisfaction of the surveyor of the Smethwick Council and the Smethwick Council shall thereafter maintain the said roadway:
- (2) The Company shall be at liberty to carry the said bridge over the said railway by means of cantilevers or otherwise as they may think fit Provided that the said bridge shall be constructed in such a manner as shall be reasonably approved by the surveyor of the Smethwick Council:
- (3) The Company shall not commence the alteration or reconstruction of the said bridge until they shall have given to

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the Smethwick Council twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the Smethwick Council with plans elevations and sections of the alteration and re-construction of the said bridge and until the Smethwick Council shall have signified their approval of the same unless the Smethwick Council fail to signify such approval or their disapproval within twenty-one days after service of the said notice and delivery of plans elevations and sections as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the Smethwick Council in the execution and subsequent structural maintenance of the said bridge and the works connected therewith and shall save harmless the Smethwick Council against all and every expense to be occasioned thereby and such works shall be done with all reasonable despatch and to the reasonable satisfaction of the surveyor of the Smethwick Council at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses to which the Smethwick Council may be put by reason of the works of the Company shall be paid to the Smethwick Council by the Company on demand:

- (4) All the right and interest of the Smethwick Council in the lands delineated and coloured pink on the plan signed in duplicate by James Charles Inglis on behalf of the Company and Charles James Fox Allen on behalf of the Smethwick Council shall by virtue of this Act be transferred to and vested in the Company to the intent that the same shall be used for the purpose of lengthening the said bridge and when the same is so lengthened that it shall for ever thereafter be used as and form part of the public road or highway:
- (5) If any difference shall arise between the Company and the Smethwick Council touching any of the matters referred to in the preceding subsections such difference shall be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protection of
Oldbury
Urban
District
Council.

47. The following provisions for the protection of the urban district council of Oldbury (herein-after called "the Oldbury Council") shall apply and have effect (that is to say):—

- (1) Before stopping up and discontinuing the portion of footpath by this Act authorised which crosses on the level the Stourbridge Extension Railway of the Company in the township of Oldbury in the parish of Halesowen the Company shall construct and maintain on the site of such level crossing a footbridge not

less than 6 feet in width for carrying the said footpath over the said railway: A.D. 1897.

- (2) The Company shall execute the said work at their sole expense to the reasonable satisfaction of the surveyor of the Oldbury Council:
- (3) The Oldbury Council may if they think fit at their own expense light the said footbridge when constructed and may at any time enter upon the same for the purpose of laying down altering repairing and maintaining the necessary pipes and of erecting altering repairing and maintaining the necessary lamp-posts for that purpose:
- (4) The Oldbury Council shall in times of frost and whenever necessary properly sand and cleanse the said footbridge and the steps leading thereto.

48. For the protection of the Ramsbury Rural District Council (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council be observed and have effect with respect to the new road diversion of road and stopping up of road in the parish of Little Bedwyn by this Act authorised (that is to say):—

For protection of
Ramsbury
Rural District
Council.

- (1) From and after the completion and opening for public traffic of the said new road and diversion of road and of the footbridge next herein-after referred to all rights of way across the Berks and Hants Extension Railway of the Company at the level crossing known as the Little Bedwyn level crossing are hereby extinguished:
- (2) The Company shall concurrently with the construction of the said new road and diversion of road construct and there-after maintain a footbridge five feet in width over the said railway at or near the site of the said level crossing:
- (3) On the completion of the said footbridge the council shall pay to the Company a sum (not exceeding eighty-three pounds six shillings and eightpence) equal to one third of the cost of construction of the said footbridge and such sum shall be recoverable by the Company from the council in any court of competent jurisdiction:
- (4) The Company shall not at any time be required to cleanse sand or light the said footbridge:
- (5) Any expenses incurred by the council under this section shall be defrayed in manner provided by section 29 of the Local Government Act 1894 with respect to expenses incurred by the council of a rural district under that Act.

-A.D. 1897.

For protec-
tion of
Abertillery
Urban
District
Council and
Harriet
Lewis and
her lessees.

49. For the protection of the Abertillery Urban District Council and Harriet Lewis and her lessees the following provisions shall have effect unless otherwise agreed between them (that is to say) :—

- (1) The Company shall construct the new road in the parish of Llanhilleth in the county of Monmouth by this Act authorised of the full width of 20 feet throughout between the fences and in consideration thereof the said council shall from and after the completion of the said new road and the opening thereof to the public maintain the said road upon the bridge and upon the approaches thereto :
- (2) Upon the council conveying or procuring to be conveyed to the Company free of cost the land required for forming a descent by means of steps in the direction of the King's Head public-house from the intended footbridge herein-after referred to on the northern side of their Monmouthshire (Western Valleys) Railway the Company shall erect a footbridge 4 feet in width over the existing railway and sidings of the Company at or immediately adjoining the site of the existing footpath in the parish of Abertillery which crosses the railway on the level near to the King's Head Hotel with an inclined plane at the north-eastern end and in continuation of the said footbridge and in consideration thereof the council from and after the completion and opening of the said footbridge for public traffic shall cleanse sand and light the said footbridge and its approaches On the completion and opening of the said footbridge the Company may remove the existing footbridge over the said railway situate three chains or thereabouts south-eastward of the said existing level crossing.

Power to
Company to
acquire
additional
lands.

50. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised 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 thereof and described in the deposited books of reference relating thereto and may exercise the powers herein-after mentioned (that is to say) :—

In the county of London—

Certain lands in the parishes of Saint Mary Abbotts Kensington and Paddington bounded on the south and east sides by the Company's railway and on the north side by Southam Street :

Certain lands in the parishes of Saint Luke Chelsea and Saint Mary Abbots Kensington bounded on the northern side by the Company's railway and on the southern side by Wornington Road and Edinburgh Road and in connexion therewith the Company may stop up and extinguish all rights of way over Admiral Place: A.D. 1897.

Certain lands in the parish of Saint Saviour Southwark lying on the south-east side of and adjoining Borough High Street and on both sides of the entrance to the Nag's Head Inn Yard.

In the county of Berks—

Certain lands in the parish of Uffington lying on both sides of and adjoining the main line of the Company's railway and between Uffington Station and the bridge carrying the road leading from Wantage to Faringdon over the said railway:

Certain other lands in the same parish lying on the north side of and adjoining the said railway and between Uffington Station and the post on that railway indicating 67 miles from Paddington:

Certain lands in the parishes of Clewer Within and Clewer Without lying on the north side of and adjoining the Windsor Branch Railway of the Company and extending from a point 8 chains or thereabouts south-east of the southern end of the bridge carrying that branch railway over the River Thames to opposite the Windsor Gas Works:

Certain other lands in the parish of Clewer Within lying on the south side of and adjoining the said branch railway and west of the Windsor Gas Works:

Certain lands in the parish of New Windsor lying on the west side of and adjoining High Street and the south side of and adjoining the Approach Road to Windsor Station:

Certain lands in the parish of Hungerford lying on the north-east side of and adjoining the Berks and Hants Railway of the Company and extending for a distance of seven chains in a south-easterly direction from a point about six chains south-east of the up platform at Hungerford Station:

Certain other lands in the same parish numbered 288 on the 25-inch Ordnance map of the said parish bounded on the north side by Hungerford Common Port Down and on the east side by allotment gardens and on the south side by the road known as Priory Road.

A.D. 1897.

In the county of Oxford—

Certain lands in the parish of Shiplake lying on the western side of and adjoining the Company's Henley Branch Railway and extending for a distance of 24 chains or thereabouts in a northerly direction from a point about 3 chains south of the post on that railway indicating $33\frac{1}{4}$ miles from Paddington :

Certain other lands in the same parish lying on the western side of and adjoining the said branch railway at and near Shiplake Station.

In the county of Warwick—

Certain lands in the parish of Shrewley lying between the Oxford and Birmingham and the Stratford-upon-Avon Railways of the Company at the junction of those railways.

In the counties of Warwick and Stafford—

Certain lands in the parishes of Birmingham and Handsworth lying on the north-east side of and adjoining the Birmingham Wolverhampton and Dudley Railway of the Company and extending from the London and North Western Railway where that railway crosses the said railway of the Company to Booth Street.

In the county of Stafford—

Certain lands in the parish of Handsworth lying on the north-east side of and adjoining the Birmingham Wolverhampton and Dudley Railway of the Company at and near a point $4\frac{1}{2}$ chains or thereabouts south-east of the bridge carrying Wattville Street over the said railway :

Certain lands in the parish of Smethwick lying on the north-east side of and adjoining the Birmingham Wolverhampton and Dudley Railway of the Company and extending from a point 7 chains or thereabouts south-east of the bridge carrying Middlemore Road over that railway to a point 2 chains or thereabouts north-west of the post on that railway indicating $132\frac{3}{4}$ miles from Paddington :

Certain lands in the parish of West Bromwich lying on the south-west side of and adjoining the Birmingham Wolverhampton and Dudley Railway of the Company and situate between points respectively 7 chains and 31 chains or thereabouts north-west of the bridge carrying Roebuck Lane over that railway.

A.D. 1897.

In the county of Wilts—

Certain lands in the parishes of Beechingstoke Stanton Saint Bernard Patney Stert and Urchfont lying on the south side of and adjoining the Berks and Hants Extension Railway of the Company and extending from a point 12 chains or thereabouts eastward of the occupation road crossing that railway on the level near to the post indicating $79\frac{1}{2}$ miles from Paddington to a point 8 chains or thereabouts west of the post indicating $81\frac{3}{4}$ miles from Paddington :

Certain lands in the parish of Beechingstoke lying on both sides of and adjoining the Berks and Hants Extension Railway of the Company at and near Woodborough Station and on the west side of the road leading from Beechingstoke to Woodborough which crosses the said railway at that station :

Certain lands in the parish of Pewsey lying on the south side of and adjoining the Berks and Hants Extension Railway of the Company and extending in a westerly direction for a distance of 33 chains or thereabouts from the bridge carrying that railway over the occupation road near to Sharcott Barracks.

In the county of Gloucester—

Certain lands in the parish of Thrupp lying on the south side of and adjoining the Company's Cheltenham and Great Western Union Railway and lying between the western end of the Brimscombe Station and the post on that railway indicating $99\frac{1}{2}$ miles from Paddington.

In the county of Worcester—

Certain lands in the parish of Pedmore lying on the west side of and adjoining the Oxford Worcester and Wolverhampton Railway of the Company and extending for a distance of 12 chains or thereabouts northward from the bridge carrying Hagley Road over that railway :

Certain lands in the township of Upper Swinford in the parish of Old Swinford and in the parish of Pedmore lying on the east side of and adjoining the Oxford Worcester and Wolverhampton Railway of the Company and between Hagley Road and the road leading from Old Swinford to Chawn Hill.

In the county of Salop—

Certain lands in the parish of Shifnal lying on the north side of and adjoining the Shrewsbury and Birmingham Railway

A.D. 1897.

of the Company and lying between points respectively 5 chains and 18 chains east of Shifnal Station.

In the county of Monmouth—

Certain lands in the parish of Llanhilleth on the south side of and adjoining the Monmouthshire (Western Valleys) Railway of the Company and between the road which crosses the said railway on the level 9 chains or thereabouts west of the post on that railway indicating $13\frac{1}{4}$ miles from Newport and a point 5 chains or thereabouts south-east of the post on that railway indicating $13\frac{3}{4}$ miles from Newport:

Certain lands in the parish of Abergavenny Rural lying on the western side of and adjoining the Company's Newport Abergavenny and Hereford Railway and north of the bridge carrying the said railway over the road leading from Llangattock to Abergavenny Provided always that notwithstanding anything shown on the deposited plans of the said lands the Company shall not enter upon take use or interfere with the footpath which intersects the property numbered on the said plans 1 in the parish of Abergavenny Rural or any of the lands in that parish delineated on the said plans and lying to the south of the said footpath:

Certain lands in the parish of Saint Woollos lying on the eastern side of and adjoining the Company's South Wales Railway and extending in a southerly direction for a distance of 21 chains or thereabouts from the bridge carrying the Pontypridd Caerphilly and Newport Railway over that railway:

Certain lands in the parish of Aberystroth lying on both sides of and adjoining the Company's Monmouthshire (Western Valleys) Railway and between the Griffin Inn at Blaina and Nant-y-Glo Station.

In the county of Glamorgan—

Certain lands in the parishes of Bettws and Llangeinor lying on the east side of and near to and adjoining the Company's Garw Valley Branch Railway and extending from a point 8 chains or thereabouts north of the post on that railway indicating 5 miles from Tondy to a point 9 chains or thereabouts south of the post on that railway indicating $5\frac{3}{4}$ miles from Tondy:

Certain lands in the parishes of Old Castle and Coity Lower lying on the west side of and adjoining the Llynvi and

A.D. 1897.
—

Ogmore Railway of the Company and between the junction of that railway with the South Wales Railway of the Company and a point 8 chains or thereabouts north of the road leading from Bridgend to Old Tramway Road :

Certain lands in the parishes of Coity Lower and Coity Higher lying on the east side of and adjoining the said Llynvi and Ogmore Railway and between the said road leading from Bridgend to Old Tramway Road and a point 13 chains or thereabouts north of the road leading from Lldiard to Wild Mill :

Certain lands in the said parish of Coity Higher and the parish of Saint Bride's Minor lying on the west side of and adjoining the said Llynvi and Ogmore Railway and extending for a distance of 74 chains or thereabouts northward from a point 14 chains or thereabouts north of the said road leading from Lldiard to Wild Mill :

Certain lands in the parishes of Saint Bride's Minor and Ynysawdre lying on both sides of and adjoining the said Llynvi and Ogmore Railway and between points respectively 48 chains or thereabouts and 20 chains or thereabouts south of the footbridge at Tondy Station :

Certain lands in the parish of Llanharan lying on the east side of and adjoining the Ely Valley Railway of the Company and between the bridge carrying that railway over the river Ely at the junction of that railway with the South Wales Railway of the Company and the bridge carrying the said Ely Valley Railway over the said river near Mwyndy Junction :

Certain other lands in the same parish lying on the west side of and adjoining the said Ely Valley Railway and extending for a distance of $8\frac{1}{2}$ chains or thereabouts in a southerly direction from the bridge carrying that railway over the river Ely near Mwyndy Junction :

Certain other lands in the same parish lying on the north side of the South Wales Railway of the Company and extending for a distance of 20 chains or thereabouts in a westerly direction from the junction with that railway of the siding to Llantrissant Sanitary Pipe Works :

Certain lands in the parish of Llantrissant lying on the east side of the Ely Valley Railway of the Company and extending for a distance of 9 chains or thereabouts southward and 17 chains or thereabouts northward from the junction of the Hendreforgan Branch Railway of the Company with that railway.

A.D. 1897. In the county of Denbigh—

Certain lands in the parish of Cefn lying on the south-east side of and adjoining the Company's Vale of Llangollen Branch Railway at and near the post on that railway indicating 2 miles from Ruabon :

Certain lands in the parish of Llangollen Rural lying on the south-east side of and adjoining the said Vale of Llangollen Branch Railway and extending for a distance of 10 chains or thereabouts in a south-westerly direction from a point about 3 chains south of the post on that railway indicating $2\frac{1}{2}$ miles from Ruabon :

Certain other lands in the said parish of Llangollen Rural lying on the south side of and adjoining the said Vale of Llangollen Branch Railway and extending for a distance of 32 chains or thereabouts in a westerly direction from a point about 2 chains east of the post on that railway indicating $3\frac{1}{4}$ miles from Ruabon :

Certain other lands in the said parish of Llangollen Rural on the north-eastern side of and adjoining the said Vale of Llangollen Branch Railway and about midway between the post on that railway indicating 4 and $4\frac{1}{4}$ miles from Ruabon :

Certain lands in the parish of Llangollen Urban lying on the north side of and adjoining the said Vale of Llangollen Branch Railway and extending for a distance of $13\frac{1}{2}$ chains or thereabouts in a westerly direction from a point about 3 chains east of the post on that railway indicating $4\frac{3}{4}$ miles from Ruabon :

Certain other lands in the said parish of Llangollen Urban lying between and adjoining the eastern boundary of the Company's Llangollen and Corwen Railway and the public road leading from Llantissilio to Llangollen and about $4\frac{1}{2}$ chains south of the post on that railway indicating $6\frac{3}{4}$ miles from Ruabon :

Certain other lands in the said parish of Llangollen Urban lying on the east side of and adjoining the Llangollen and Corwen Railway of the Company and $11\frac{1}{2}$ chains or thereabouts north of the mile post on that railway indicating $6\frac{3}{4}$ miles from Ruabon.

In the county of Merioneth—

Certain lands in the parish of Llanderfel lying on the south side of and adjoining the Corwen and Bala Railway of the Company and on the east side of and adjoining the road leading from Llanfor to Llandrillo near Llanderfel Station.

In the county of Cornwall—

A.D. 1897.

Certain lands in the parish of Saint Mary Truro lying on the south side of and adjoining the Cornwall Railway of the Company and between the Cattle Market at Truro and the Carvedras Viaduct.

51. Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the London County Council (in this section referred to as "the council") or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the council or the said boards or vestries or any of them or shall or may in any way affect the sewerage or drainage of the districts under their control or under the control of one or more of them the Company shall not commence such works until they shall have given to the council or to the district board or vestry as the case may be twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council or of such board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the council or such board or vestry respectively shall have signified their approval of the same unless the council or such board or vestry as the case may be do not signify their approval disapproval or other directions within twenty-one days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable orders directions and regulations of the council and of the respective district board or vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as the council and such boards or vestries respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the council and the said boards and vestries respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the council district board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all costs charges and

Protection of
sewers.

A.D. 1897. expenses which the council or any district board or vestry may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the council or to such board or vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council district board or vestry as the case may be respectively as any sewers or works now or hereafter may be.

As to sewers
in land
appropriated
by the Com-
pany.

52. As regards all sewers belonging to the London County Council situate in any of the streets or lands to be stopped up and appropriated under the powers of this Act the Company shall at the option of the said council either—

(a) Leave the said sewers or any of them undisturbed providing suitable means (to be approved by the said council) for relieving the sewers from any weight of buildings if erected over the same also providing proper means of access and reserving for the said council full rights of access thereto; or

(b) Divert the said sewers so far as they are situate within the said streets and lands substituting at their own expense new sewers therefor of increased length if necessary and of the same dimensions as the sewers for which such new sewers are substituted together with all necessary works in connexion therewith the whole to be executed to the satisfaction of the said council.

Buildings
not to be
brought
beyond
general line
&c.

53. Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company under the powers of this Act to encroach upon any part of the surface of any street or footway in the county of London or without the consent of the London County Council to erect or maintain any building beyond the general line of building in any street in that county.

Exhibition
of placards
in the
county of
London.

54. The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act in the county of London or upon any building or hoarding and whether during or after the construction of the works within view of any public street any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of

the London County Council and if any such placard or advertisement be affixed or exhibited without such approval the said council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station placards giving information to the public as to the traffic of the Company. A.D. 1897.

55. So far as relates to all property acquired by the Company in the parish of Chelsea section 133 of the Lands Clauses Consolidation Act 1845 shall be read as if the words "general district rate" were included therein. For protection of vestry of parish of Chelsea.

56. For the protection of the Gas Light and Coke Company (in this section referred to as "the gas company") the following provisions shall unless otherwise agreed between the Company and the gas company have effect (that is to say) :— For protection of Gas Light and Coke Company.

(a) All works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the gas company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and in such manner as shall be required by the engineer of the gas company and such works matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the gas company and the Company shall not lay down any such mains pipes syphons or other works contrary to the regulations of any Act of Parliament relating to the gas company. Provided always that if the gas company shall elect themselves to execute any portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains pipes syphons apparatus or other works of the gas company and of such their election shall give seven days notice in writing to the Company by leaving the same at their head office the gas company may themselves execute that portion of the said works matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the gas company on demand and such expense may be recovered from the Company in any court of competent jurisdiction :

(b) And whereas there are divers mains pipes syphons and other apparatus belonging to the gas company in divers streets highways roads footpaths lanes courts passages and other places

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within the limits shown on the deposited plans which are now used by the gas company for supplying gas to the streets highways roads footpaths lanes courts passages and other places aforesaid and such streets or other places or some of them will or may be done away with under the powers of this Act Therefore when the Company for any purposes of this Act take any of those mains pipes syphons or other apparatus they shall pay to the gas company the value thereof and the same shall thereupon become the property of the Company and the Company shall also pay to the gas company their reasonable charge of removing or altering any of the mains pipes syphons or other apparatus in immediate communication therewith which the works of the Company shall render useless or which shall require to be altered :

- (c) If any interruption whatever in the supply of gas by the gas company through mains not less than 12 inches in diameter or any loss of gas shall be in any way occasioned or sustained by any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company for such interruption for the use and benefit of the gas company the sum of five pounds for every hour during which such interruption shall continue Provided that in assessing the amount to be paid to the gas company under subsection (c) of this section for loss of gas and interruption the sum received by the gas company under this subsection shall be taken into consideration :
- (d) It shall be lawful for the gas company and the engineers workmen and others in their respective employ at all times when it may be necessary to enter upon the lands works and premises of the Company at any point or place where there are existing any mains or pipes of the gas company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and premises Provided always that in so doing the gas company their engineers or workmen or others in the employ of the gas company shall not interrupt the user of any of the works by this Act authorised And provided also that the gas company shall make good and reimburse to the Company all damages to the works by this Act authorised occasioned by the exercise of the powers by this section reserved the amount of such damages to be recoverable by the Company in any court of competent jurisdiction :

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(e) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences including any loss of gas or interruption in the supply of gas by the gas company and all injury or loss by explosion or otherwise through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others or by reason of or consequent on any subsidence caused by the railway of the Company or any works authorised by this Act to be done by the Company and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission or subsidence or matter or thing aforesaid :

(f) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs or other works (herein-after called "apparatus") of the gas company are situate the Company shall whenever the Company's works are or are intended to be executed within a horizontal distance of five feet of the perpendicular line through a main of the gas company or within a vertical distance of 15 feet of the horizontal line through a main of the gas company deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to the gas company at least fourteen days before the commencement of any such work. If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas the gas company may give notice to the Company to alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substances and any difference as to the necessity of such alteration support substitution laying or placing cement concrete or other like substance shall be settled as herein-after provided and all such works shall be done and executed by and

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at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the gas company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company And if the gas company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of the gas company and the Company shall on the completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof to be recovered against the Company in any court of competent jurisdiction:

(g) In the event of such plans sections and descriptions so delivered to the gas company as aforesaid not being objected to within 14 days the said works shall be executed in strict accordance therewith:

(h) The gas company may if they deem fit employ watchmen or inspectors as may be reasonably required to watch and inspect the works whereby any apparatus of the gas company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company to be recovered against the Company in any court of competent jurisdiction:

(j) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the gas company or with any requirement of the gas company or in accordance with any direction or award of an arbitrator shall not excuse the Company from paying or making good to the gas company under this Act any costs losses damages expenses interruption or compensation or from indemnifying the gas company under this Act:

(k) Any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment and any disagreement within section 19 of the Railways Clauses Consolidation Act 1845 shall be referred to and settled at the request of either party by an engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as the said arbitrator may direct:

A.D. 1897.

- (l) With respect to any land of the gas company which but for this enactment the Company would by this Act from time to time be authorised to enter upon take and use they shall not be entitled to enter upon take or purchase or interfere with the same without the consent in writing of the gas company and by agreement between the gas company and the Company.

57. For the protection of the Shropshire Union Railways and Canal Company (in this section called "the Shropshire Union Company") the following provisions shall unless otherwise agreed in writing between the Company and the Shropshire Union Company have effect (that is to say):—

For protection of
Shropshire
Union
Railways
and Canal
Company.

The Company shall not in the execution or maintenance of any of the works by this Act authorised or executed by them on any land they may acquire from the Shropshire Union Company under the provisions of this Act obstruct impede or in any manner interfere with the free uninterrupted and safe navigation and use of the canal and towing path of the Shropshire Union Company and if by reason of the execution maintenance or failure of any such works or of any act or omission of the Company or of their contractors or otherwise the canal or towing path of the Shropshire Union Company shall be obstructed interfered with injured or damaged such obstruction or interference shall immediately be removed and remedied and such injury or damage made good by the Company at their own expense or in the event of their failing to do so then the Shropshire Union Company may remove remedy and make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction And if any interruption shall be occasioned to the traffic of or upon the said canal or towing path by reason of any of the matters or causes aforesaid the Company shall pay to the Shropshire Union Company all costs and expenses to which they may be put as well as full compensation to be recoverable with full costs in any court of competent jurisdiction.

58. The following provisions for the protection of Frank Evers or other the owner or owners for the time being of White Hall near Stourbridge in the county of Worcester (all of whom are in this section included in the expression "the owner") shall unless otherwise agreed between the Company and the owner have effect (that is to say):—

For protection of
Frank Evers.

Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not take or acquire any

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lands or any rights interests or easements under over or upon any lands of the owner in the parish of Pedmore and the township of Upper Swinford in the parish of Old Swinford excepting such portions thereof as are shown by the colour red on the plan signed in duplicate by William Herbert Williams on behalf of the Company and Henry Thomas Firmstone King on behalf of the owner.

For protec-
tion of Ann
Williams
and others.

59. For the protection of Ann Williams William Edwin Williams and Edmund Jones Williams owning or claiming to be the owners of Cwm Court and other messuages and property in the said parish of Llanhilleth and their respective heirs sequels in estate and assigns or other the owners for the time being of the said property (all of which persons are in this section included in the word "owners") the following provisions shall have effect (that is to say):—

- (1) The Company shall construct over the widened railway at the boundary between Cae Velin and the adjoining land known as Cae Hendry a bridge having between the parapets thereof a clear width of not less than 15 feet with a road thereon and approaches thereto properly metalled having the same width and a gradient not steeper than one in twelve and shall connect the same with the public road from Llanhilleth to Aberbeeg so as to form an access to and from the last mentioned road from and to Cae Velin and the property of the owners and the Company shall maintain the said bridge and road thereon:
- (2) The Company shall construct a road from the foot of the approach to the said bridge on the left bank of the river Ebbw to Ivy Cottage having throughout a width of not less than 10 feet between the fences so as to form an access to and from Ivy Cottage:
- (3) The owners shall without payment therefor provide the land necessary for the construction of so much of the approach as will be situate on the north side of the said railway and so much of the approach on the south side of the said railway as will be situate on Cae Hendry and for the construction of the said road to Ivy Cottage and so much of the approach on the south side of the railway as will be situate in Cae Velin shall be provided without payment therefor by the owners of Cae Velin but the soil of the said land shall continue to vest in the respective owners of the said lands:
- (4) The foregoing works by this section prescribed shall be constructed at the cost of the Company but to the reasonable satisfaction of the owners and in accordance with plans and

sections submitted to and reasonably approved by them before the commencement of the respective works such of the said works as are to be maintained by the Company shall be maintained at their cost and to the like satisfaction Provided that if the owners do not within 14 days after the submission of the said plans and sections signify to the Company in writing their approval or disapproval thereof or their requirements in relation thereto they shall be deemed to have approved thereof: A.D. 1897.

(5) The Company shall in accordance with the deposited plans and sections construct a bridge of not less than 20 feet wide between the parapets to carry over the widened railway the road which now crosses the existing railway on the level at Cwm Court:

(6) So soon as the said bridges and roads in this section mentioned shall have been completed in accordance with the provisions thereof the Company may close the level crossings at Cae Velin and Ivy Lodge:

(7) The Company shall construct and maintain on the side of the approach adjoining Cwm Court a close screen or parapet not less than 8 feet high above the surface of the road to extend from the bridge to the public road leading from Llanhilleth to Aberbeeg:

(8) If any difference should arise between the Company and the owners or the owners of Cae Velin or any of them touching this section or anything to be done or not to be done thereunder such difference shall be settled by an engineer to be appointed on the application of the parties in difference (unless otherwise agreed on between them) by the President of the Institution of Civil Engineers.

60. And whereas the works of the Company in on and through the lands by this Act authorised to be acquired in the parish of Saint Woollos in the county of Monmouth will pass over or across certain reens watercourses and other works under the jurisdiction and control of Her Majesty's Commissioners of Sewers for the levels of the hundreds of Caldicot and Wentlooge in the county of Monmouth (in this section called "the Commissioners") Therefore the following provisions shall have effect for the protection of the Commissioners (that is to say):—

For protection of Her Majesty's Commissioners of Sewers of Caldicot and Wentlooge.

(1) In making and maintaining the said works across any streams sewers reens creeks channels watercourses or drains under the jurisdiction of the Commissioners the Company shall not contract or diminish the area of the waterways thereof

A.D. 1897.

or of any of them or do any act by which the passage of the waters along the said streams reens creeks channels watercourses or drains or between the banks thereof shall during land floods or at any other times be impeded or obstructed but the Company shall at any such crossing construct to the reasonable satisfaction of the Commissioners such culverts arches and other works under the said works as may be necessary for admitting the free passage of such waters under the said works and the Company shall at all times thereafter at their own expense maintain and keep the same in efficient repair and shall before proceeding to construct such works submit plans thereof for the approval of the level surveyor for the time being :

- (2) The Company shall at all times be responsible to the Commissioners or other bodies or parties interested for any damage or injury that may be done or occasioned to the lands within the said level or the drainage thereof or the works for preserving or protecting the same through the neglect or default of the Company :
- (3) Except as by this Act expressly provided nothing herein contained shall in any manner alienate prejudice alter interfere with or impede the exercise of any of the rights privileges or authorities whatsoever now exercised by or vested in the Commissioners or their officers or servants to go over or upon or in regard to the said level of the hundred of Wentlooge by virtue of their commission or otherwise or lessen or control any rights powers or authorities now vested in or enjoyed by the said Commissioners for widening deepening varying altering or diverting any existing reens sewers ditches drains or watercourses and for the drainage of any lands within the said level or prevent or restrain the making of any reens sewers ditches drains or watercourses or other works for improving the drainage thereof but all such rights powers and authorities shall remain in as full force as if this Act had not been passed Provided always that in so widening deepening varying altering or diverting the existing reens sewers ditches drains or watercourses or making any such new reens sewers ditches drains or watercourses or other works as aforesaid nothing shall be done to impede or interfere with the construction repairs or use of the said works and lands of the Company or the traffic thereupon for any greater length of time or in any other manner than shall be necessary for the execution of the said works of the Commissioners Provided also that it shall not be

lawful for the Commissioners to make any such drains sewers
ditches drains watercourses or other works as aforesaid upon
any lands which the Company are by this Act authorised to
acquire after the same shall have been acquired by them
without the consent in writing of the Company under their
common seal first had and obtained :

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- (4) If any difference shall arise between the Company and the
Commissioners in relation to any of the works to be executed
or matters or things to be observed or done by the Company
under this Act to the satisfaction of the Commissioners or by
the Commissioners the question in dispute shall be settled
by arbitration in manner provided by the Railways Clauses
Consolidation Act 1845 with respect to the settlement of
disputes by arbitration.

61. For the protection of the Nantyglo and Blaina Urban
District Council (in this section referred to as "the council") the
following provisions shall have effect unless otherwise agreed
between the Company and the Council (that is to say) :—

For protec-
tion of
Nantyglo
and Blaina
Urban
District
Council.

- (1) The Company shall at or near the existing level crossing
for foot passengers on the Company's Monmouthshire (Western
Valleys) Railway opposite the Griffin Inn at Blaina construct
a footbridge over the said railway and over any part of the
lands in the parish of Aberystwith by this Act authorised to
be acquired upon which any rails or works of the Company
are intended to be laid or constructed and the Company shall
for ever thereafter maintain the said footbridge and on the
completion of such footbridge to the reasonable satisfaction of
the council all existing rights of way over the railway and
lands of the Company so far as the same are rendered
unnecessary by the construction of the said footbridge shall
by virtue of this Act be extinguished :

- (2) The Company shall at or near the existing level crossing
at Glanrhyd on their said Monmouthshire (Western Valleys)
Railway construct a footbridge over the said railway and over
any part of the lands in the parish of Aberystwith by this Act
authorised to be acquired upon which any rails or works of
the Company are intended to be laid or constructed and the
Company shall for ever thereafter maintain the said footbridge
and on the completion of such footbridge to the reasonable
satisfaction of the Council all existing rights of footway over
the railway and lands of the Company so far as the same are
rendered unnecessary by the construction of the said footbridge
shall by virtue of this Act be extinguished.

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For protec-
tion of
Ogmore and
Garw Urban
District
Council.

62. For the protection of the Ogmore and Garw Urban District Council (in this section referred to as "the council") the following provisions shall have effect unless otherwise agreed between the Company and the council (that is to say) :—

- (1) The Company shall at or near the existing level crossing by the Garw Valley Branch Railway of the Company of the footpath leading from Nanthir to Maesteg construct and thereafter maintain a footbridge not less than 6 feet in width over the said railway and the River Garw to be diverted under the provisions of this Act and on the completion of the said footbridge to the reasonable satisfaction of the surveyor to the council all existing rights of way over the railway and lands of the Company at such level crossing shall be by virtue of this Act extinguished :
- (2) The council shall if they so desire at their own expense light the said footbridge and shall for such purpose be entitled to erect and maintain on the Company's property sufficient lamps and posts without making any payment or acknowledgment in respect thereof and the Company shall not be responsible or liable for the lighting cleansing or sanding of the said footbridge :
- (3) If any diversion or alteration of the existing sewers belonging to or under the control of the council shall be rendered necessary by the construction of any of the works under the provisions of this Act the Company shall at their own expense and to the reasonable satisfaction of the surveyor to the council make such alteration or diversion and shall provide proper manholes and covers and the council their officers and servants shall be entitled at all reasonable times to enter upon the premises of the Company for the purpose of obtaining access to and repairing the sewers so altered or diverted :
- (4) The Company shall make maintain and light on the land proposed to be acquired under this Act in the parish of Llangeinor and in accordance with a plan signed by James Charles Inglis on behalf of the Company and Henry Dawkin Williams on behalf of the council an approach road with proper paved footways to the station intended to be constructed by the Company on the said Garw Valley Branch Railway near to the junction of that railway with the siding of the Ocean Colliery Company and permit the council their officers and servants at all times to have access to any sewers or drains which may be laid under the said approach road :

(5) Any difference which may at any time arise between the Company and the council with respect to any matter under this section shall be settled by an arbitrator to be appointed (unless otherwise agreed upon) by the Board of Trade upon the application of either of the parties and the costs of the reference shall be borne as such arbitrator shall decide. A.D. 1897.

63. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not purchase or acquire any greater quantities of the common lands next herein-after mentioned than the quantities herein-after specified in connexion therewith respectively (that is to say) :— Provision as to certain common lands.

Name of Common Land.	Parish.	Quantity.
RAILWAY NO. 1.		
Ickenham Green - -	Ickenham - -	2 acres.
The Roundabout - -	Beaconsfield - -	2 roods.
RAILWAY NO. 2.		
Drayton Green - -	Ealing - -	3 roods 30 perches.
ADDITIONAL LANDS.		
Hungerford Common Port Down.	Hungerford - -	1 acre 2 $\frac{1}{4}$ roods.
Cefn Hirgoed Mountain -	Coity Higher and Saint Bride's Minor.	1 acre 1 rood and 10 perches.

And whereas under the powers of the Great Western Railway (Additional Powers) Act 1896 the Company were authorised to acquire 3 roods and 10 perches of the lands known as Hungerford Common Port Down and under the powers in this Act contained the Company are authorised to acquire 1 acre 2 roods and 10 perches of the same lands. Therefore the Company before entering upon the said lands and in lieu of paying compensation therefor shall purchase and add to the common such an amount of the land in the parish of Hungerford numbered 288 on the 25-inch Ordnance map of the said parish herein-before described as shall contain in the whole 2 acres 1 rood and 20 perches and such land shall be thrown into and form part of the common and shall be subject to the common and other rights now enjoyed over or in respect of the portion of the common so acquired by the Company. Provided that when the said portion of the land No. 288 has been so added to

17* A.D. 1897. the common as aforesaid the Company shall be deemed to have complied with the provision contained in section 13^{*} of the Great Western Railway (Additional Powers) Act 1896 relating to payment of compensation for the portion of "Hungerford Downs" thereby authorised to be acquired:

The Company shall also before entering upon the portion of the said lands known as Ickenham Green and in lieu of paying compensation therefor purchase and add to the common on the south side of the Railway No. 1 by this Act authorised so much land as when added to the common will form an area undivided by the railway equal to the present area of the common and the Company shall also preserve the existing approach from the south-east by carrying the same and the footpath contiguous thereto under the railway by a subway alongside of the stream known as the River Misbourne and shall also preserve the western approach by carrying the same along the northern boundary of the railway. And the Company shall also before entering upon the portions of the said lands known respectively as the Roundabout and Drayton Green and in lieu of paying compensation therefor purchase and add to the respective commons so much lands as shall be equal in area to those acquired by the Company and such lands respectively shall be thrown into and form part of the respective commons and shall be subject to the common and other rights now enjoyed over or in respect of the portions of the respective commons so acquired by the Company.

Power to
adapt certain
railways for
passenger
traffic.

64. The Company may exercise all such powers as may be requisite or convenient for making the Garw Valley Branch and Ely Valley Railways of the Company fit and proper for passenger traffic so as to comply with the Board of Trade requirements for a passenger railway.

Sanctioning
constructed
works on
Leominster
and Brom-
yard Rail-
way.

65. The construction by the Company beyond the limits of deviation shown on the deposited plans referred to in the Leominster and Bromyard Railway Act 1884 of so much of the railway by that Act authorised as lies between the properties numbered on the said plans 1 in the parish of Bredenbury and 5 in the parish of Avenbury respectively and of the diversion of the road numbered on those plans 3a in the parish of Bredenbury in the county of Hereford which crosses the railway by that Act authorised at or near the distance shown on those plans of 6 miles and 6 furlongs from the commencement of the railway is hereby sanctioned and confirmed and the same shall for all purposes be deemed to have been lawfully constructed and diverted respectively under the powers of the said Act.

66. Subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway the site and soil of the portions of roads streets footpaths river and highways 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 or of any other Act relating to the Company already passed 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.

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

67. All rights of way over or along the portions of roads streets footpaths or highways 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.

Extinguishment of rights of way.

68. No road street or footpath or portion of road street or footpath which is by this Act authorised to be stopped up shall be so stopped up unless and until the new road footpath or other works (if any) which is by this Act authorised to be substituted therefor is completed to the satisfaction of two justices and opened to the public:

Roads not to be stopped up till substituted work completed.

Provided that the Company shall before applying to such justices for their certificate that such road street 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 street or footpath is situate.

69. The new roads streets and footpaths to be made under the authority of this Act (other than roads streets or footpaths made or diverted for the purposes of any new railway authorised by this Act and in the case of other roads streets or footpaths except the stone iron or other structure of any bridge carrying the same over or under any railway which structure except where otherwise expressly provided by this Act 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 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 streets and footpaths now devolves.

Provision as to repair of new roads and footpaths.

70. The Company may enter into and carry into effect agreements with the parties having the charge management or control of the roads streets footpaths or highways or any of them

Power to make agreements as to the construc-

A.D. 1897. 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 street 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 streets footpaths or highways in which they may be interested except the stone iron or other structure of any bridge over or under any railway.

Power to deviate in construction of new roads footpaths &c.

71. The Company may in constructing the new roads streets footpaths and other similar 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 streets and other similar works shown on the deposited sections to any extent not exceeding three feet but not so as to increase the rate of inclination of any new road or street as shown on the said sections.

Power to two companies to acquire lands.

72. Subject to the provisions of this Act the two companies or either of them with as between themselves the consent of the other may enter upon take use and appropriate for the purposes of the two companies or either of them and for providing increased accommodation a strip of land in the parish of Caynham in the county of Salop lying on the south and east sides of and adjoining the houses and premises respectively occupied by George Lucas Mary Hopewell and Richard Honeyburn and 10 chains or thereabouts from the termination of the Cleve Hill Branch Railway of the two companies delineated on the deposited plans thereof and described in the deposited book of reference relating thereto.

Period for compulsory purchase of lands.

73. The powers of this Act for the compulsory purchase of lands by the Company or by the two companies as the case may be shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements &c.

74. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company or to the two companies as the case may be any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for any of the purposes of this Act to be executed by them respectively in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so 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. A.D. 1897.

75. And whereas in the construction of the railways and works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

Owners may be required to sell parts only of certain lands and buildings.

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrator or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal

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shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :

- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit :

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845 :

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Restrictions
on displacing
persons of
labouring
class.

76.—(1) The Company shall not under the powers of this Act purchase or acquire in any parish in the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or in

any other city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

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(a) Shall have obtained the approval in the case of the metropolis of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the said fifteenth day of December or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) 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 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) Shall have given security to the satisfaction of the said Secretary of State or the Local Government Board (as the case may be) for the carrying out of the scheme.

(2) The approval of the said Secretary of State or the Local Government Board (as the case may be) to any scheme under this section may be given either absolutely or conditionally and after the said Secretary of State or the Local Government Board (as the case may be) have approved of any such scheme they may from time to time approve either 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 said Secretary of State or the Local Government Board (as the case may be) may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the said Secretary of State or the Local Government Board (as the case may be) may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement

A.D. 1897. shall be enforceable by a writ of mandamus to be obtained by the said Secretary of State or the Local Government Board (as the case may be) out of the High Court.

(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 said Secretary of State or the Local Government Board (as the case may be) by action in the High Court 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 scheme under this section 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:

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 date of the scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the said Secretary of State or the Local Government Board (as the case may be) may at any time dispense

with all or any of the requirements of this sub-section subject to such conditions if any as he or they may see fit. A.D. 1897.

(8) All buildings erected or provided by the Company within the metropolis for the purpose of any scheme under this section shall be subject to the provisions of the London Building Act 1894 (Local) and the Metropolis Management Act 1855 and any Act or Acts amending those respective Acts.

(9) 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.

(10) The said Secretary of State or the Local Government Board (as the case may be) may direct any inquiries to be held which he or 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 may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as inspectors of the Local Government Board have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(11) The Company shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector.

(12) 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.

(13) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the said Secretary of State or the Local Government Board (as the case may be) under the powers of any previous Act relating to the Company shall for the purposes

A.D. 1897. of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the said Secretary of State or the Local Government Board (as the case may be) is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the said Secretary of State or the Local Government Board (as the case may be) they might have been sufficient to accommodate.

(14) The two companies shall not under the powers of this Act purchase or acquire in any city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

(15) For the purposes of this section the expression "labouring class" means and includes mechanics artificers 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 of such persons who may be residing with them.

Provision
with respect
to super-
fluous lands
of the
Company.

77. And whereas the Company have from time to time purchased or acquired lands with or without buildings thereon adjoining or near to their railway or a station belonging solely or jointly to them 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 with or without any building thereon and the appurtenances thereto acquired by the Company in the parishes enumerated in the Second Schedule to this Act any part of which adjoins the Company's railway or any station belonging solely or

jointly to them or is situate within one mile of any station on the said railway And the Company 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 they 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 their undertaking.

A.D. 1897.

78. And whereas the two companies have from time to time purchased or acquired lands with or without buildings thereon in connexion with or for the purposes of their Chester Joint Station and their Wrexham and Minera Extension Railways but which lands are not immediately required for the purposes thereof and it is expedient that the two companies should be relieved from the obligation under certain circumstances to sell the same as superfluous lands:

Provision
with respect
to super-
fluous lands
of the two
companies.

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 said joint station and railways 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 two companies or either of them in the parishes enumerated in the Third 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 connexion therewith or is situate within one mile of any station on the said railway And the two companies 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 said joint station and railways as superfluous lands.

79. The powers of the Lambourn Valley Railway Company for the construction of the railways and works authorised by and described in the Lambourn Valley Railway Act 1883 as extended and varied by the Lambourn Valley Railway Act 1888 the Lambourn Valley Railway Certificate 1890 the Lambourn Valley Railway Act 1892 the Lambourn Valley Railway Act 1894 and section 49 of the Great Western Railway Act 1895 are hereby

Extension of
time for
construction
of Lam-
bourn
Valley
Railway.

A.D. 1897.

extended and may be exercised by that Company during but not after the expiration of three years from the 17th day of June 1897 and the said Acts and certificate shall be read and construed as if the time therein mentioned or referred to for completing and opening the said railways for the public conveyance of passengers were the 17th day of June 1900:

If the said railways be not completed and opened for the public conveyance of passengers within the extended period aforesaid then on the expiration of that period the powers by the said Acts and certificate and this Act conferred upon the Lambourn Valley Railway Company for making and completing the said railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Refreshment
rooms at
stations on
railway.

80. For the purposes of any licence for any hotel refreshment rooms or other like accommodation erected or provided or to be erected or provided by the Company at any station on their railway any permanent officer of the Company appointed for the purpose or the tenant thereof as the case may be if designated as such by the Company shall be deemed to be the real resident holder and occupier of the premises for which the licence is required.

Provision as
to super-
annuation
fund.

81. And whereas prior to the passing of this Act certain alterations have been made by addition and otherwise in the rules and regulations relating to the superannuation fund for the benefit of the salaried officers and servants of the Company established under section 22 of the Great Western Railway Act 1864 by the committee of management appointed under the said section 22 and without objection on the part of any member of the said fund after written notice thereof and it is expedient that such alterations should be confirmed and that the said committee should be authorised to make further alterations in such rules and regulations Therefore all alterations of such rules and regulations as aforesaid made or purporting to have been made by the said committee are hereby confirmed and declared to be valid whether the same do or do not in effect rescind or vary or purport to rescind or vary any of the provisions of the scheme which the committee constituted by the said section 22 were directed to prepare and the said committee of management may if they think fit as from the 31st day of July 1897 and from time to time thereafter alter the rules and regulations of the said fund with reference to all or any of the matters or things which the said committee constituted by the said section 22 were empowered to determine and any such alterations of the said rules and regulations may rescind or vary all or any of the provisions of the said scheme Provided that notice of the

intention to make any such alteration shall be sent to each member of the said fund and that no such alteration shall take effect if such alteration shall have been objected to in writing within one month after the date of such notice by one fourth in number of the members affected and that no such alteration shall prejudicially affect any persons who were members of the fund prior to the 1st day of August 1897. A.D. 1897.

82. The agreements between the Buckfastleigh Company the Eardisley Company the Woodstock Company and the Banbury Company respectively and the Company for amongst other things the vesting in the Company of the respective undertakings of the vested companies as respectively set forth in the Fourth Fifth Sixth and Seventh Schedules to this Act (which agreements are in this Act respectively referred to as "the Buckfastleigh Agreement" "the Eardisley Agreement" "the Woodstock Agreement" and "the Banbury Agreement") are hereby confirmed and made binding upon the respective parties thereto and upon all persons purporting to be affected thereby and may and shall be carried into effect accordingly:

Vesting in
Company
undertakings
of Buck-
fastleigh
Eardisley
Woodstock
and Ban-
bury com-
panies.

As on and from the date of vesting the respective undertakings of the vested companies as defined in the said agreements respectively shall be transferred to and vested in the Company:

The vested companies respectively 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 vested companies respectively 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 vestings shall be deemed to be amalgamations of the respective undertakings of the vested companies 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 subject as between the Company on the one hand and the Buckfastleigh Company the Eardisley Company the Woodstock Company or the Banbury Company (as the case may be) on the other hand to the provisions herein and in the said agreements relating to those companies respectively contained.

83. Whereas the Postmaster-General has since the year 1871 enjoyed the right to construct and maintain telegraphs upon and along the railways lands and works comprised in the undertaking of the Buckfastleigh Company in consideration of the use of the

Saving for
Postmaster-
General in
respect of
Buckfast-

A.D. 1897.
leigh Rail-
way.

poles of the Postmaster-General by the Buckfastleigh Company free of charge for wires then erected by or on behalf of the Buckfastleigh Company. Be it enacted that from and after the passing of this Act and the transfer to the Company of the undertaking of the Buckfastleigh Company the Postmaster-General and the Company respectively shall enjoy the same rights as previously to the passing of this Act were enjoyed by the Postmaster-General and the Buckfastleigh Company respectively.

Saving for
Postmaster-
General in
respect of
Woodstock
Railway.

84. Nothing in this Act or in the agreement between the Woodstock Company and the Company as set forth in the Sixth Schedule to this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Woodstock Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Woodstock Company is transferred to and vested in the Company as freely and fully in all respects as he was entitled to do before the passing of this Act.

Vested com-
panies to be
wound up.

85. As on and from the date of vesting the Company shall hold the vested undertakings respectively freed and discharged from all debts liabilities obligations and engagements of the vested companies respectively and from all claims or demands whatsoever on the part of any of the creditors of the vested companies respectively or of any other person or persons in respect of any debt or liability of the vested companies respectively or of the holders of any of the shares in the vested companies respectively except as provided in this Act or in the said agreements and thereupon the vested companies respectively shall subject to the provisions of this Act be wound up in the same manner and with the same incidents as if each of those companies were a company registered under the Companies Acts 1862 to 1890 and had on the day of the passing of this Act duly passed a special resolution requiring such company to be wound up voluntarily and for the purposes of such winding up each of the said companies shall from and after the passing of this Act be deemed to be registered in England under the said Acts and for the purposes of calling and holding meetings and passing resolutions and other matters incident to such winding up resolutions of meetings of the vested companies respectively convened and held in pursuance of and in accordance with the provisions contained

in the respective Acts of Parliament of the vested companies respectively and the Acts incorporated therewith may and shall take effect as resolutions of a company duly registered And the Company shall within fourteen days after the appointment of the liquidator in such winding up of the vested companies respectively pay to such respective liquidators the several sums mentioned in the Buckfastleigh Agreement the Eardisley Agreement the Woodstock Agreement and the Banbury Agreement respectively as agreed to be paid to such liquidator and in the meantime shall hold the said respective sums in trust for such respective liquidators The said respective sums shall be applied by the liquidators of the vested companies respectively to the purposes and in the manner prescribed by the said respective agreements and this Act:

A.D. 1897.

Provided that notwithstanding anything contained in the Companies Acts 1862 to 1893 the liquidators in the winding-up of the Banbury Company shall be Augustus Frederick Godson the chairman and Richard Billingsley Looker the secretary of the Banbury Company and they are hereby appointed and they shall receive such remuneration from the moneys in their hands as the Banbury Company may in general meeting to be summoned by the liquidators determine:

The assets to be administered by the liquidators of the Banbury Company shall (subject to the discharge and release of the trustees and the solicitors lien thereon) include the deposit of 925*l.* 2 $\frac{3}{4}$ per centum consolidated bank annuities referred to in section 10 of the Banbury Company's Act of 1877 and the deposit of 367*l.* 10*s.* referred to in section 7 of the Banbury Company's Act of 1883 and the said deposits shall on their application be transferred to the said liquidators the said assets shall also include the superfluous lands of the Banbury Company and the said assets shall also include all other sums and assets which under the terms of this Act and the scheduled agreement shall be found to belong to the Banbury Company or the said liquidators or shall be held by creditors as security.

86. On and after the date of vesting every holder of four per centum "A" debenture stock and four per centum "B" debenture stock of the Buckfastleigh Company shall in lieu of and in exchange for the stock so held by him become and be the holder of the like amount of debenture stock of the Company bearing interest as from the date of vesting at the rate of four pounds per centum per annum and every holder of five per centum debenture stock 1879 of the Banbury Company shall in lieu of and in exchange for the stock so held by him become and be the holder of the like

Buckfast-
leigh and
Banbury
debenture
stockholders
to become
debenture
stockholders
of Company.

A.D. 1897. amount of debenture stock of the Company bearing interest as from the date of vesting at the rate of five pounds per centum per annum and every holder of five per centum debenture stock 1873 of the Banbury Company shall in lieu of and in exchange for the stock so held by him become and be the holder of a like amount of debenture stock of the Company bearing interest as from the date of vesting at the rate of two pounds ten shillings per centum per annum.

Buckfast-
leigh pre-
ference
shareholders
to receive
preference
stock of the
Company.

87. On and after the date of vesting every holder of five per centum preference shares of the Buckfastleigh Company shall in lieu of and in exchange for each such share held by him become and be the holder of seven pounds ten shillings of five per centum consolidated preference stock of the Company bearing interest as from the date of vesting.

Certain
debts of
vested com-
panies ex-
tinguished.

88. As on the date of vesting the debt of five thousand and ninety-five pounds two shillings and sevenpence owing by the Eardisley Company to the Company and the debt then owing by the Woodstock Company to the Company for or in respect of the working by the Company of the undertaking of the Woodstock Company and the debt of forty thousand pounds owing or alleged to be owing by the Banbury Company to the Company with any increase thereof until the date of vesting shall be by virtue of this Act extinguished.

Receivers
and mana-
gers of
Banbury
Company to
be dis-
charged.

89. As soon as conveniently may be after the date of vesting the Banbury Company accounts shall be settled and adjusted between the receivers and managers of the Banbury Company and the liquidators and any moneys found due and payable to the said receivers and managers or to the liquidators as the case may be shall be paid and thereupon the said managers and receivers shall be released and discharged and the receivership and managership shall cease and determine and the trustees under the deed of the 22nd day of July 1885 referred to in the Banbury Agreement and all other trustees for or on behalf of the Banbury Company and all trustees mentioned in any deeds relating to the Banbury Company shall transfer to the said liquidators all assets held by such trustees (including Parliamentary deposits cash stocks shares and surplus lands) and thereupon shall by virtue of this Act be released and discharged from their trusteeships and from all trusts and obligations included in such deeds or other deeds mentioned therein.

Shareholders
of vested
companies
not to be

90. Notwithstanding the vestings and notwithstanding anything contained in section 55 of the Railways Clauses Act 1863 the shareholders of the vested companies respectively other than the

holders of the five per centum preference shares of the Buckfastleigh Company shall not be shareholders of the Company or have any right or claim whatsoever upon or against the Company or the undertaking of the vested companies respectively but the payment of the several sums specified in the Buckfastleigh Agreement the Eardisley Agreement the Woodstock Agreement and the Banbury Agreement respectively shall be received and applied by the said respective liquidators as provided in this Act and in the said respective agreements.

A.D. 1897.

shareholders
of the Com-
pany.

91. From and after the payment by the Company to the liquidators of the respective sums mentioned in that behalf in the said agreements respectively the Company shall not nor shall their undertaking (including therein the undertakings of the vested companies) be or continue in any way subject or liable to any claims or demands whatsoever on the part of any creditor of any of the vested companies or of any other person or persons in respect of any debts contracts or liabilities of the vested companies or of any of the proprietors of any stock in those companies (except the said debenture stocks of the Buckfastleigh Company and the Banbury Company as in this Act provided) other than and except claims and liens upon lands for unpaid purchase money or charges on any of the lands of the vested companies other than the Woodstock Company by this Act transferred to the Company.

Company
not to be
liable to
claims
against
vested com-
panies.

92.—(1) At any time within six months from the date of vesting of the Banbury Company or such further time as may be agreed or in case of difference may be settled as herein-after provided the Company may call upon the liquidators of that company to repay any moneys (not exceeding four thousand pounds) properly expended by the Company in respect of unpaid purchase moneys for and charges upon lands of that company or of any expenses properly incurred in constructing any accommodation works which that company were under obligation to construct.

Indemnity to
Company in
respect of
certain
charges.

(2) The liquidators shall retain the said sum of four thousand pounds for such period of six months or for such further time as may be agreed or as in the case of difference may be settled as herein-after provided as an indemnity to the Company against any payments which they may be lawfully and properly required to make in respect of any unpaid purchase moneys or other charges upon the lands of the Banbury Company and against any expenses properly incurred or to be incurred by the Company as aforesaid.

(3) Any question in dispute under this section between the Company and such liquidators shall be determined by the Chancery Division of the High Court of Justice upon application of the

A.D. 1897. liquidators or of the Company by summons intituled in the matter of this Act.

Companies
amalgamated
with Com-
pany.

93. The several undertakings of the amalgamated companies shall subject to the contracts obligations debts and liabilities of those companies respectively including land rentcharges if any be amalgamated with and form part of the undertaking of the Company subject nevertheless to the provisions of this Act and each such amalgamation shall take effect as on and from the date of amalgamation and as on and from that date the said companies are respectively hereby dissolved except for the purpose of winding up their affairs but nothing in this Act contained shall be deemed to prejudice the rights powers or privileges exercised or enjoyed by the North Staffordshire Railway Company in relation to the undertaking of the Nantwich and Market Drayton Railway Company.

Rates and
charges on
vested and
amalgamated
railways.

94.—(1) After the date of vesting of the Woodstock Company and the Banbury Company Scale I. of Part I. of the Schedule of maximum rates and charges confirmed by the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 shall become and shall continue to be applicable to the Woodstock Railway and to the portion of the Banbury Railway which lies to the eastward of Chipping Norton Junction as if that scale had in respect of the said railway and portion of railway been substituted for Scale IV. of Part I. of the Schedule of maximum rates and charges confirmed by the Railway Rates and Charges (Abbotsbury Railway &c.) Order Confirmation Act 1892.

(2) After the date of vesting of the vested companies and the date of amalgamation of the amalgamated companies the Company shall calculate the maximum rates chargeable in respect of the railways of the vested companies and the amalgamated companies respectively as if those railways had formed part of the undertaking of the Company at the date of the passing of the Great Western Railway (Rates and Charges) Order Confirmation Act 1891.

Saving for
Postmaster-
General in
respect of
Pembroke
Railway.

95. Whereas by certain agreements dated respectively the fifth day of February one thousand eight hundred and seventy and the first day of May one thousand eight hundred and eighty-three and respectively made between the Pembroke Company of the one part and Her Majesty's Postmaster-General for the time being of the other part (herein-after referred to as "the agreements of 1870 and 1883") it was (amongst other things) agreed that the Postmaster-General should transmit certain telegraphic messages of the Pembroke Company free of charge except for portorage And whereas by an agreement dated the thirty-first day of December

one thousand eight hundred and ninety-five and made between the Company of the one part and Her Majesty's then Postmaster-General on behalf of Her Majesty of the other part (herein-after referred to as "the agreement of 1895") it was (subject to the provisions in such agreement) agreed that the Postmaster-General should transmit the telegrams of the Company free of charge except for portorage provided that the whole number of telegrams transmitted free of charge in any one year under the provisions of such agreement should not (except as therein-after provided) exceed the number of 235,000 and that the aggregate number of words contained in such telegrams should not exceed 3,290,000 : A.D. 1897.

Be it enacted that from and after the amalgamation of the undertaking of the Pembroke Company with the undertaking of the Company the following provisions shall take effect (that is to say):—

(1) The Postmaster-General shall be and he is hereby released from any obligation to transmit any messages of the Company or of the Pembroke Company under or by virtue of any provision of the agreements of 1870 and 1883 or either of them :

(2) There shall be added to the number of telegrams of the Company to be transmitted free of charge in any one year under the provisions of the agreement of 1895 1800 telegrams containing an aggregate number of 25,200 words and the agreement of 1895 shall be read and have effect as though 236,800 were substituted for 235,000 and 3,315,200 were substituted for 3,290,000 as the number of telegrams and the number of words to be respectively transmitted free of charge in any one year under the agreement of 1895 and all the provisions of that agreement shall be read and apply accordingly.

96. The amalgamated companies shall be respectively entitled to all their revenues up to and inclusive of the date of amalgamation and except as herein-after mentioned the amalgamated companies shall discharge and relieve the Company of all their contracts obligations debts and liabilities not chargeable to capital account which shall have accrued up to the date of amalgamation. Amalgamated companies to receive revenue and pay debts up to the date of amalgamation.

97. As from the date of amalgamation the shares and securities of the amalgamated companies held by or on behalf of the Company and specified in the fourth column of the Eighth Schedule to this Act shall be and the same are hereby cancelled. Cancelling shares of amalgamated companies held by Company.

98. As on and from the date of amalgamation the several holders of the amounts mentioned in the fifth column of the Eighth Stocks &c. of amalgamated com-

A.D. 1897.

panies to be
exchanged
for cash or
stocks of
Company.

Schedule to this Act of the shares stocks and securities of the amalgamated companies described or referred to in the second column of the said schedule shall in lieu of and in exchange for the shares stocks or securities held by them respectively be paid the several amounts of cash or shall become and be the holders of the five per centum consolidated preference stock five per centum consolidated guaranteed stock or the debenture stock of the Company specified in the sixth column of the said schedule as intended to be paid or issued to the holders of the amounts mentioned in the said fifth column and the holders of each class of the shares stocks and securities of the amalgamated companies shall be entitled to the cash or stock so to be paid or issued to such class in the proportions of the amounts of the existing shares stocks or securities held by them respectively Every deferred certificate of five per centum consolidated preference stock of the Company mentioned in the sixth column of the said schedule shall declare that the holder thereof may upon surrendering such certificate at any time after the 30th day of June 1904 and before the 1st day of July 1909 require the Company to register him as the holder of such a further amount of the said stock bearing dividend as on and from the 1st day of July 1904 as shall be stated in such deferred certificate and the Company shall so register him accordingly.

Fractional
parts of a
pound of
stock.

99. Notwithstanding anything in this Act contained no person shall become entitled under this Act to any fractional part of a pound of any stock (including debenture stock) in the capital of the Company but in every case in which any such person would but for this enactment have become entitled to a fractional part of a pound of any such stock the Company may at their option receive from such person such a further sum in cash as will make up an even pound or pay to such person in cash the amount of such fractional part.

Certificates
of shares &c.
to be ex-
changed.

100. On and after the date of vesting or amalgamation every holder of shares or stocks in the capitals of the Buckfastleigh Company the Banbury Company and the amalgamated companies respectively in exchange for which any cash or any stock of the Company is to be paid or issued under this Act shall upon the delivery of the certificates for the same to the Company or in any case in which the payment is to be made by the liquidators upon delivery of the certificates to such liquidators be entitled to receive and shall receive instead thereof from the Company or the liquidators as the case may be certificates of the stock of the Company or the amount in cash to which such holder is entitled

under the provisions of this Act and the certificates with respect to the shares or stocks in the capitals of the Buckfastleigh Company the Banbury Company and the amalgamated companies respectively shall upon such exchange be cancelled. A.D. 1897.

101. If the certificates for any shares or stocks in the capitals of the Buckfastleigh Company the Banbury Company or any of the amalgamated companies be lost or destroyed then upon proof thereof and upon an indemnity being given against any claim in respect of such lost or destroyed certificates to the satisfaction of the directors of the Company or of the liquidators as the case may be the Company or the liquidators shall deliver or pay to the person entitled to such certificates a certificate or certificates for the stock or stocks of the Company or the amount in cash as the case may be to which he would be entitled under this Act as if such first-mentioned certificates had been delivered by him as herein-before provided.

Provision
as to lost
certificates.

102. All stock issued to holders of shares or stocks in the capitals of the Buckfastleigh Company the Banbury Company or the amalgamated companies under the powers of this Act shall be held subject to the same trusts and obligations as those upon or to which the shares or stocks in the capitals of the Buckfastleigh Company the Banbury Company and the amalgamated companies in respect of which such stock is substituted were immediately before the date of amalgamation held or subject and so as to give effect to and not revoke any deed or other instrument or any testamentary disposition of or affecting any such shares or stocks in the capitals of the Buckfastleigh Company the Banbury Company and the amalgamated companies and every deed or other instrument or testamentary disposition of or affecting such shares or stocks shall take effect with reference to the whole or a proportionate part of the stock so substituted therefor as the case may be.

Substituted
stock to be
held on same
trusts as the
stock &c. for
which it is
substituted.

103. Trustees executors and administrators being holders of any stock or shares of any of the vested companies or the amalgamated companies may and shall accept the stock or stocks of the Company to be issued or (as the case may be) cash to be paid under the provisions of this Act to the several holders of the stocks or shares of the said companies in substitution for such stocks or shares and may and shall hold dispose of or otherwise deal with the same in all respects as they might have held disposed of or otherwise dealt with the stock or shares for which such stock or stocks of the Company or (as the case may be) cash was substituted.

Trustee
shareholders
of vested and
amalgamated
companies
to accept
substituted
stock or
cash.

A.D. 1897.

As to officers
of amalga-
mated com-
panies.

104. Notwithstanding the vestings and amalgamations of the vested and amalgamated companies the secretaries or other officers (if any) of those companies respectively shall not be or become officers of the Company but the vested and amalgamated companies shall respectively discharge all obligations which may be due to such secretaries and officers respectively or any of them.

Capital
powers of
amalgamated
companies
repealed.

105. All unexercised powers of raising money conferred upon the amalgamated companies or any of them by any Act of Parliament are subject to the provisions of this Act hereby cancelled.

As to capital
of Com-
pany.

106. On and after the date of amalgamation the capital which immediately before the date of amalgamation was the capital of the Company inclusive of debenture stock shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of this Act relating to the Buckfastleigh Company the Banbury Company and the amalgamated companies respectively. Provided always that any additions to the Great Western Railway Debenture Stock the Great Western Railway Consolidated Preference Stock and the Great Western Railway Consolidated Guaranteed 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 stocks of the Company.

Company to
adopt cer-
tain capital
debts.

107. On and after the date of amalgamation the debenture debt of the Nantwich Company and of the Marlow Company respectively shall become part of the debenture debt of the Company and the powers of the Company for borrowing and reborrowing on mortgage and as to the issue of debenture stock may from time to time be exercised so as to include the borrowing and reborrowing as part of their general debenture debt such debenture debt of the Nantwich Company and of the Marlow Company respectively.

Confirming
agreement
with Swansea
Harbour
Trustees.

108. The agreement between the Company and the Swansea Harbour Trustees as set forth in the Ninth Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Power to
raise addi-
tional capital.

109. 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 and fifty 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 A.D. 1897.
or partially as preferential shares or stock as they may think fit.

110. 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 authorised 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.

As to disposal of new shares or stock.

111. 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 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.

Power to cancel unissued shares or stock.

112. The Company shall not issue any share of less nominal value than ten pounds 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 until one fifth part thereof shall have been paid up.

113. 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 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 to be subject to same incidents as other shares or stock.

114. Every person who becomes entitled to new shares or stock of the Company under this Act shall in respect of the same be a holder of shares or stock in the Company and shall subject to the conditions on which the same may be issued be entitled to a dividend with the other holders of shares or stock of the same class

Dividends on new shares or stock.

A.D. 1897. or description proportioned to the whole amount from time to time called and paid on such new shares or stock.

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

115. 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.

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

116. Subject to the provisions of any Acts already passed by 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 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 Acts and this Act respectively authorised to create and issue by the creation and issue of new shares or stock.

Power to
borrow.

117. The Company may in respect of the additional capital of seven hundred and fifty thousand pounds which they are by this Act authorised to create and issue from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole two hundred and fifty 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 have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that 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 or 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 such 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 were 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. A.D. 1897.

118. 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. Company may issue debenture stock.

119. 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 the undertaking of or vested in the Company shall during the continuance of such mortgages or bonds and subject to the provisions of the Acts under which such mortgages or 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.

120. 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 and any other Act of the present session of Parliament 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.

121. 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 purposes of the amalgamations by this Act authorised and 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 Power to Company to apply surplus moneys to purposes of Act.

A.D. 1897. or stocks shall be applied only to purposes to which capital is properly applicable.

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

122. The North Western Company may apply to the purpose of this Act which they are 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 the said company 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.

123. No interest or dividend shall be paid out of any share or loan capital which the Company 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 the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

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

Provision
as to general
Railway
Acts.

125. Nothing in this Act contained shall exempt the Company or any other company upon whom powers are conferred by this Act 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 the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the said companies.

Costs of Act.

126. 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.

The SCHEDULES referred to in the foregoing Act.

A.D. 1897.

FIRST SCHEDULE.

Describing PROPERTIES whereof PORTIONS only are required to be
taken by the COMPANY.

Parish.	No. on Deposited Plan.	Description of Property.
RAILWAY No. 1.		
Acton - - -	8	House garden field and road
Ealing - - -	11	Garden
Northolt - - -	11	Yard
	12	Orchard
Denham - - -	23	House garden yard outbuildings rough ground and trees
Gerrard's Cross - -	21	Pond and approach to yard
	27	Orchard and fowl-house
Wooburn - - -	7	Orchard yard barn shed and ponds
	8	House forecourt yard garden barn stable sheds pigstyes and outbuilding
	9	Rick-yard garden sheds and orchard
Chipping Wycombe -	50	Foundry machine-house offices stores and yard
	135	Poultry houses and run
	136	Chair factory garden ground and offices
RAILWAY No. 4.		
Chipping Wycombe -	30	Shrubbery lawn garden frames cow- shed pigstye shed summer-house and fowl-house
RAILWAY No. 6.		
Llantrissant - - -	83	Coke Ovens
	84	Loading place

A.D. 1897.

Parish.	No. on Deposited Plan.	Description of Property.
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RAILWAY NO. 7.

Rhosllanerchrugog	-	9	Road brickyard and rough ground
		11	Field
Esclusham-Above	-	9	(Part of) park
		10	Park
		22	Field and wood
		23	Pit quarry and wood
		24	Rough ground old pits cinder tips and road
		26	Rough ground and old cinder tips
		27	Wood pit quarry and rough ground
		33	Rough ground

Lengthening of Ladbroke Grove Bridge.

Saint Mary Abbots	-	-	2	Yard
Kensington	-	-	3	Garden and trees

Diversion of River Afon-Garw in Parishes of Llangeinor and Bettws.

Llangeinor	-	-	7	Rough ground tramway tip bank watercourse and footpath
			9	Bridge piles screen and banks
Bettws	-	-	4	Bridge piles screen and banks

Road and stopping up of Road in Parish of Illogan.

Illogan	-	-	4	Garden
			7	Yard weighbridge and house siding and overhead leat

Lands in the Parish of Thrupp.

Thrupp	-	-	1	Field and timber yard
			2	Timber yard
			4	Blacksmith shop forge and outbuildings

Lands in the Parish of Aberystruth.

Aberystruth	-	-	33	Field cinder tips rough ground and watercourse
			37	Rough ground
			38	Sidings and junctions
			39	Rough ground and cinder tips
			40	Sidings junctions and land by side
			41	Bank and sidings and pit shaft
			51	Rough ground
			55	Stables
			58	Cinder tips rough ground and field and old ballast hole

A.D. 1897.

Parish.	No. on Deposited Plan.	Description of Property.
Lands in the Parishes of Bettws and Llangeinor.		
Bettws - - -	12	Bridge piles screen and banks
Llangeinor - - -	10	Rough ground soil banks and sheds
	11	Bridge piles screen and banks
	12	Rough ground tramway tip bank watercourse and footpath

Lands in the Parish of Llanharan.

Llanharan - - -	1	Rough land pipe stacks trees and ditch
	2	Watercourse and culverts
	3	Field and ditch

Lands in the Parish of Llantrissant.

Llantrissant - - -	2	Occupation road
	3	Rough ground cow-house and pig-styes

Lands in the Parish of Cefn.

Cefn - - - - -	4	Garden water service tank lawn yard and approach
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SECOND SCHEDULE.

SUPERFLUOUS LANDS OF COMPANY.

Somersetshire :—

Winscombe
Westbury
Rodney Stoke
Congresbury
Cheddar
Castle Cary

Worcestershire :—

Saint John Bewardine

Cornwall —
Sithney

A.D. 1897.

THIRD SCHEDULE.

SUPERFLUOUS LANDS OF COMPANY AND NORTH WESTERN
COMPANY.

Cheshire :—

Saint John the Baptist Chester
Saint Oswald Chester

Denbighshire :—

Wrexham

Flintshire :—

Hope

FOURTH SCHEDULE.

AN AGREEMENT made the 10th day of August 1896 between the
BUCKFASTLEIGH TOTNES and SOUTH DEVON RAILWAY COMPANY
(herein-after called "the Buckfastleigh Company") of the one
part and the GREAT WESTERN RAILWAY COMPANY (herein-
after called "the Great Western Company") of the other
part.

WHEREAS the undertaking of the Buckfastleigh Company consists of certain
railways and other works in the county of Devon :

And whereas the capital of the Buckfastleigh Company now consists of the
following stocks (that is to say) :—

£16,080 Four per Cent. "A" Debenture Stock

£62,221 Four per Cent. "B" Debenture Stock

£20,000 in Five per Cent. Preference Shares of £10 each

£66,000 in Ordinary Shares of £10 each of which £65,974 has been paid up :

And whereas the undertaking of the Buckfastleigh Company is now being
worked managed maintained and used by the Great Western Company under
the provisions of two agreements made the 14th July 1865 and the 27th June
1878 respectively :

And whereas it has been agreed by and between the companies parties
hereto that the Buckfastleigh Company should sell and the Great Western
Company should purchase the undertaking of the Buckfastleigh Company upon
the terms and conditions and in manner herein-after 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. Subject to the sanction of Parliament to be obtained as herein provided the
Buckfastleigh Company will sell and the Great Western Company will purchase
the undertaking of the Buckfastleigh Company upon the terms and conditions
herein-after appearing and such sale and purchase shall take effect as on and
from the 1st day of July 1897 or such other day as may be fixed by the
Act authorising such sale and purchase.

A.D. 1897.

2. The consideration for the said sale and purchase shall be—

(1) The adoption by the Great Western Company of the said debenture stocks of the Buckfastleigh Company by the issue to every holder of either of such debenture stocks in exchange for and upon the surrender to the Great Western Company of the certificate of his holding in the Buckfastleigh Company of such an amount of Great Western Debenture Stock as will bear a like amount of interest on and from the 1st July 1897:

(2) The issue by the Great Western Company to every holder of the said preference shares of the Buckfastleigh Company in exchange for and upon the surrender to the Great Western Company of the certificate of his holding in the Buckfastleigh Company of the sum of 7*l.* 10*s.* 0*d.* of 5*l.* per cent. preference stock of the Great Western Company bearing dividend on and from the 1st July 1897 for every such preference share held by him in the Buckfastleigh Company:

(3) The payment by the Great Western Company to the liquidator of the Buckfastleigh Company to be appointed as herein-after provided of the sum of 22,450*l.* sterling.

3. Upon the completion of the purchase the undertaking of the Buckfastleigh Company including therein all railways wharves buildings tramways lands and property of every description rights and privileges with their appurtenances possessed held or acquired by the Buckfastleigh Company shall subject to the exceptions herein-after specified be vested in the Great Western Company freed and discharged from all debts liabilities obligations and engagements of every description of the Buckfastleigh Company existing on the 30th day of June 1897 except as is herein-after otherwise provided The undertaking of the Buckfastleigh Company vested in the Great Western Company shall not include moneys in the hands of that Company (except unpaid dividends) or debts due or owing to that Company on revenue account up to and including the 30th day of June 1897 but all such moneys and debts shall remain and be the property of the Buckfastleigh Company and the Buckfastleigh Company or the said liquidator shall collect the same but the Buckfastleigh Company shall be responsible for all expenditure on capital account incurred up to the first day of July 1897.

4. The Buckfastleigh Company shall not after the date of this agreement sell or otherwise dispose of any superfluous lands or let the same or any part thereof without the consent in writing of the Great Western Company Nor shall they create or issue any new stock or shares or incur any new liability whatever except on account of current revenue expenses as heretofore without the like consent or do or consent to anything which may or shall injuriously affect the value of the undertaking of the Buckfastleigh Company to the Great Western Company.

5. Until the completion of the purchase under the provisions herein contained the existing agreements between the companies parties hereto shall remain in force except in so far as the same may be varied by or are otherwise inconsistent with the provisions of this agreement.

6. The intended Act shall provide for the winding up of the Buckfastleigh Company and for the appointment of a liquidator thereof and the said intended

A.D. 1897. Act shall further provide for the payment by the Great Western Company to the said liquidator of the sum of 22,450*l.* sterling within fourteen days after the 1st day of July 1897 or after the appointment of the said liquidator whichever shall last happen and for the application by the said liquidator of the said sum and of the other assets of the Buckfastleigh Company as herein-before mentioned as follows :—

(a) In payment and discharge of the costs and expenses of and incidental to the said winding-up and of all debts and liabilities of the Buckfastleigh Company and subject thereto ;

(b) In payment to and amongst the holders of the said ordinary shares of the Buckfastleigh Company in proportion to the amount paid up on the shares held by them respectively.

7. The said Act shall also provide that as on and from the 1st day of July 1897 the Great Western Company shall fulfil all the liabilities and obligations of the Buckfastleigh Company with reference to the acquisition of lands the construction and maintenance of works and the payment of rentcharges rents and all charges properly payable out of revenue and accruing on or after such date and that notwithstanding such sale and purchase as aforesaid the Great Western Company shall not nor shall their undertaking or the undertaking of the Buckfastleigh Company be in any way subject or liable to any claims or demands whatsoever (other than claims or liens upon lands for unpaid purchase money or charges on lands of the Buckfastleigh Company) on the part of any of the creditors of the Buckfastleigh Company or of any other person or persons in respect of any debt or liability of the Buckfastleigh Company or to the holders of any of the stocks or shares in the Buckfastleigh Company otherwise than as herein-before provided.

8. Notwithstanding the vesting of the Buckfastleigh Company in the Great Western Company the secretary or other officers (if any) of the Buckfastleigh Company shall not be or become officers of the Great Western Company but the Buckfastleigh Company shall discharge all obligations which may be due to such officers or any of them.

9. The Buckfastleigh Company shall upon payment of the purchase money 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 Buckfastleigh 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 Buckfastleigh 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 Buckfastleigh Company on every reasonable request furnish that Company and the liquidator thereof with copies or abstracts of all such of the said conveyances deeds agreements plans books and documents as shall be required by the Buckfastleigh Company for settling the claims of all persons having or making any claim against them or otherwise required for the winding-up of the same Company.

A.D. 1897.

10. For the purpose of carrying out this agreement the Buckfastleigh 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 stockholders and of the preference shareholders of the Buckfastleigh Company with full particulars of the amounts of their respective holdings.

11. Application shall be made in the ensuing 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 Buckfastleigh Company in the Great Western Company and for carrying out this agreement and subject as herein-before provided each Company party hereto undertakes to use its best efforts to obtain the passing of such Bill and by their directors and officers to supply such evidence and assistance as may be necessary for that end And all costs incurred in supplying such evidence and assistance shall be borne and paid by the Great Western Company.

12. If and whenever any difference shall arise between the Buckfastleigh 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 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 companies parties hereto and this article shall accordingly be read 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 the day and year first above written.

The common seal of the Buckfastleigh Totnes and
South Devon Railway Company was hereunto
affixed in the presence of

JOHN FURNEAUX
Chairman.
JOHN L. WINTER
Secretary.
SIDNEY HACKER
Solicitor.



The common seal of the Great Western Railway
Company was hereunto affixed in the presence of
G. K. MILLS
Secretary.



A.D. 1897.

FIFTH SCHEDULE.

AN AGREEMENT made the 9th day of February 1897 between the KINGTON and EARDISLEY RAILWAY COMPANY (herein-after called "the Eardisley Company") of the one part and the GREAT WESTERN RAILWAY COMPANY (herein-after called "the Great Western Company") of the other part.

WHEREAS the undertaking of the Eardisley Company consists of certain railways in the counties of Hereford and Radnor

And whereas the Great Western Company for many years worked the railways of the Eardisley Company upon the terms of certain agreements dated respectively the 3rd August 1875 the 18th May 1881 and the 28th November 1890 which last-named agreement expired on the 30th April 1895 but the provisions of which were by mutual consent extended until the 30th day of June 1895 inclusive:

And whereas a balance of £5,095 2s. 7d. is now owing by the Eardisley Company to the Great Western Company under the provisions of the said agreement of the 3rd August 1875:

And whereas no arrangement has since the 30th day of June 1895 been entered into between the companies parties hereto for the working of the said railways:

And whereas the subscribed capital of the Eardisley Company now consists of the following stocks and shares (that is to say):—

	£	s.	d.
A1 Debenture Stock - - -	35,196	0	0
A2 Debenture Stock - - -	21,836	0	0
A3 Debenture Stock - - -	21,208	0	0
A4 Debenture Stock - - -	10,650	0	0
B Debenture Stock - - -	40,398	0	0
First Preference Stock - - -	60,000	0	0
Second Preference Stock - - -	4,941	0	0
Ordinary Stock - - -	69,230	0	0

And whereas it has been agreed by and between the companies parties hereto that the Eardisley Company should sell and the Great Western Company should purchase the undertaking of the Eardisley Company upon the terms and conditions and in manner herein-after 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. Subject to the sanction of Parliament to be obtained as herein provided and to the approval of the shareholders of the Great Western Company and of the requisite majority of each class of proprietors of the Eardisley Company the Eardisley Company will sell and the Great Western Company will purchase the

undertaking of the Eardisley Company upon the terms and conditions herein-after appearing and such sale and purchase shall take effect as on and from the 1st day of July 1897 or such other day as may be fixed by the Act authorising such sale and purchase.

A.D. 1897.

2. The consideration for the said sale and purchase shall be—

- (1) The release and extinguishment by the Great Western Company of the said debt of £,095*l.* 2*s.* 7*d.*;
- (2) The payment by the Great Western Company to the liquidator to be appointed for the purpose of the winding-up of the Eardisley Company in the manner herein-after provided of the sum of 45,000*l.* in cash within fourteen days from the date of his appointment as herein-after provided together with interest on such sum at the rate of 3*l.* 6*s.* 8*d.* per cent. per annum from the 1st July 1895 until payment;
- (3) The payment by the Great Western Company to the Eardisley Company of the sum of 600*l.* towards the expenses of the Eardisley Company of and in connexion with the sale of their undertaking.

3. Upon the completion of the purchase the undertaking of the Eardisley Company including therein all railways land buildings rights and privileges with their appurtenances possessed held or acquired by the Eardisley Company shall be vested in the Great Western Company freed and discharged except as herein-after mentioned from all debts liabilities obligations and engagements of every description of the Eardisley Company other than and except quit or chief rents and tithes or rentcharges in lieu thereof which said quit or chief rents and tithes or rentcharges in lieu thereof shall be paid by the Eardisley Company up to the 1st July 1895 and thereafter by the Great Western Company.

4. The Eardisley Company shall not after the date of this agreement 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 of the Eardisley Company to the Great Western Company.

5. The intended Act shall provide for the voluntary winding-up of the Eardisley Company in the same manner and with the same incidents as if it were a company registered under the Companies Acts 1862 to 1893 inclusive and the said intended Act shall further provide for the payment by the Great Western Company to the said liquidator of the said sum of 45,000*l.* to be paid by the Great Western Company together with interest thereon as aforesaid and for the application of the same by him as follows:—

In payment and discharge by him of all debts and liabilities of the Eardisley Company other than the debt due to the Great Western Company which is to be released and extinguished as aforesaid and other than the claims or liens upon lands for unpaid purchase-money or charges upon lands of the Eardisley Company or claims in respect of accommodation works agreed to be constructed by the Eardisley Company which shall be paid or discharged by the Great Western Company ;

A.D. 1897.

In payment to and amongst the holders of the said debenture preference and ordinary stocks and shares of the Eardisley Company in the manner and amounts following in satisfaction of their rights including all claims for arrears of interest or dividend :—

	£	s.	d.
For each 100%. of A1 Debenture Stock	~	62	10 0
For each 100%. of A2 Debenture Stock	-	25	0 0
For each 100%. of A3 Debenture Stock	-	20	0 0
For each 100%. of A4 Debenture Stock	-	15	0 0
For each 100%. of B Debenture Stock -	-	13	0 0
For each 100%. of First Preference Stock	-	8	0 0
For each 100%. of Second Preference Stock	-	3	0 0
For each 100%. of Ordinary Stock	-	2	0 0

and in like proportions for each amount of stock less than 100% :

Provided always that should the amount available for distribution be more than sufficient to meet these payments the surplus shall unless otherwise agreed in general meeting be distributed between the different classes of holders in the same relative proportions or should the amount available for distribution be insufficient to meet these payments the payments to the different classes of holders shall severally abate proportionately.

6. The said Act shall also provide that 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 (except as aforesaid) on the part of any of the creditors of the Eardisley Company or of any other person or persons in respect of any debt or liability of the Eardisley Company or to the holders of any of the stocks or shares in the Eardisley Company except as herein-before mentioned.

7. Notwithstanding the vesting of the undertaking of the Eardisley Company in the Great Western Company the secretary or other officers (if any) of the Eardisley Company shall not be or become officers of the Great Western Company but the Eardisley Company shall discharge all obligations which may be due to such officers or any of them.

8. The Great Western Company have investigated and shall accept the title of the Eardisley Company to the lands forming the site of their railway and shall make no inquiry or requisition in respect thereof.

9. The Eardisley 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 in their possession relating to land purchased by or held in trust for or otherwise in any way affecting the undertaking of the Eardisley 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 Eardisley 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 Eardisley Company produce at all times all such of the said conveyances deeds agreements plans books and documents as shall be required by the Eardisley 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. A.D. 1897.

10. Application shall be made in a Bill to be promoted by the Great Western Company in the session of 1897 for obtaining from Parliament the necessary powers for vesting the undertaking of the Eardisley 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 at the request of the Great Western Company to supply such evidence and assistance as may be necessary for that end. Should the sale and purchase upon the terms and conditions herein provided not be sanctioned by Parliament in the session of 1897 the Great Western Company shall restore the undertaking of the Eardisley Company to the Eardisley Company and shall in the meantime between the said 30th June 1895 and the date when they shall deliver the said undertaking back to the Eardisley Company be deemed to have worked and maintained them at cost price but such cost price shall for the purposes of this agreement be considered to have been the entire receipts less a sum of 150*l.* per annum which shall be paid to the Eardisley Company in respect of their secretarial and office expenses and in the meantime and while the Great Western Company held the said railways under this agreement they shall work and maintain the same as if such railways were a branch line of the Great Western Company.

11. This agreement shall be subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to either of the parties hereto to withdraw the same or as the case may be to require the other to withdraw the same.

12. In case the sale of the undertaking of the Eardisley Company shall from any cause not be completed the recitals herein-before contained shall not be used by the Great Western Company as admissions by the Eardisley Company of the accuracy of the facts therein recited.

13. If and whenever any difference arises between the Eardisley 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 read and have effect as an agreement for arbitration under that Act.

[Ch. ccxlviii.]

Great Western Railway
(*Additional Powers*) Act, 1897.

[60 & 61 Vict.]

A.D. 1897. 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 Kington and Eardisley Railway Company was hereunto affixed in the presence of

CHAS. CHAMBERS }
J. B. MYNORS } Directors.

R. F. MACDERMOTT Secretary.

L.S.

The common seal of the Great Western Railway Company was hereunto affixed in the presence of

A. E. BOLTER
Asst.-Secy.

L.S.

SIXTH SCHEDULE.

AN AGREEMENT made the 21st day of January 1897 between the WOODSTOCK RAILWAY COMPANY (herein-after called "the Woodstock Company") of the one part and the GREAT WESTERN RAILWAY COMPANY (herein-after called "the Great Western Company") of the other part.

WHEREAS the undertaking of the Woodstock Company consists of a certain railway in the county of Oxford :

And whereas the capital of the Woodstock Company now consists of £10,000 4½ per cent. debenture stock and £30,000 in ordinary shares of £10 each :

And whereas the undertaking of the Woodstock Company is now being worked under the provisions of a certain agreement made the 14th November 1889 :

And whereas the Woodstock Company are indebted to the Great Western Company to the 30th of June 1896 in the sum of £2,650 13s. 4d. :

And whereas it has been agreed by and between the companies parties hereto that the Woodstock Company should sell and the Great Western Company should purchase the undertaking of the Woodstock Company upon the terms and conditions and in manner herein-after 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. Subject to the sanction of Parliament to be obtained as herein provided the Woodstock Company will sell and the Great Western Company will purchase the undertaking of the Woodstock Company upon the terms and conditions herein-after appearing and such sale and purchase shall take effect as on and from the 1st day of July 1897 or such other day as may be fixed by the Act authorising such sale and purchase.

A.D. 1897.

2. The consideration for the said sale and purchase shall be—

- (1) The release and extinguishment by the Great Western Company of the said debt of £2,650 13s. 4d. and any further sum which may accrue due in respect of working the Woodstock Railway during the twelve months ending the 30th June 1897 :
- (2) The payment by the Great Western Company to the liquidator of the Woodstock Company to be appointed as herein-after provided of the sum of £15,000 sterling.

3. Upon the completion of the purchase the undertaking of the Woodstock Company including therein all railways wharves buildings lands and property of every description rights and privileges with their appurtenances possessed held or acquired by the Woodstock Company shall be vested in the Great Western Company freed and discharged from all debts liabilities obligations and engagements of every description of the Woodstock Company existing on the 30th day of June 1897.

4. The Woodstock Company shall not after the date of this agreement sell or otherwise dispose of any superfluous lands or let the same or any part thereof without the consent in writing of the Great Western Company Nor shall they create or issue any new stock or shares or incur any new liability whatever without the like consent or do or consent to anything which may or shall injuriously affect the value of the undertaking of the Woodstock Company to the Great Western Company.

5. Until the completion of the purchase under the provisions herein contained the existing agreement between the companies parties hereto shall remain in force except in so far as the same may be varied by or are otherwise inconsistent with the provisions of this agreement.

6. The intended Act shall provide for the winding up of the Woodstock Company and for the appointment of a liquidator thereof and the said intended Act shall further provide for the payment by the Great Western Company to the said liquidator of the sum of £15,000 sterling within 14 days after the 1st day of July 1897 or after the appointment of the said liquidator whichever shall last happen and for the application by the said liquidator of the said sum and of the other assets of the Woodstock Company as herein-before mentioned as follows :—

- (a) In payment and discharge of the costs and expenses of and incidental to the said winding up and of all debts and liabilities of the Woodstock Company including any unpaid purchase money for and charged upon lands forming part of the undertaking of the Woodstock Company and of any liability for the construction of accommodation works agreed to be constructed as part of such purchase money which ought to have been completed on or before the 1st day of July 1897 and subject thereto ;
- (b) In payment to every holder of the said £10,000 $4\frac{1}{2}$ per cent. debenture stock of the Woodstock Company of the sum of £50 sterling for each £100 of such stock and so in proportion for any less amount and in satisfaction of all arrears of interest and all interest accrued due on such stock up to the date of payment ;
- (c) In payment to and amongst the holders of the said ordinary shares of the Woodstock Company.

A.D. 1897.

7. The said Act shall also provide that as on and from the 1st day of July 1897 the Great Western Company shall fulfil all the liabilities and obligations of the Woodstock Company with reference to the payment of all charges properly payable out of revenue and accruing on or after such date and that notwithstanding such sale and purchase as aforesaid the Great Western Company shall not nor shall their undertaking or the undertaking of the Woodstock Company be in any way subject or liable to any claims or demands whatsoever on the part of any of the creditors of the Woodstock Company or of any other person or persons in respect of any debt or liability of the Woodstock Company or to the holders of any debenture stock or shares in the Woodstock Company.

8. Notwithstanding the vesting of the Woodstock Company in the Great Western Company the secretary or other officers (if any) of the Woodstock Company shall not be or become officers of the Great Western Company but the Woodstock Company shall discharge all obligations which may be due to such officers or any of them.

9. The Woodstock Company shall upon payment of the purchase money 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 Woodstock 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 Woodstock 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 Woodstock Company on every reasonable request furnish that company and the liquidator thereof with copies or abstracts of all such of the said conveyances deeds agreements plans books and documents as shall be required by the Woodstock Company for settling the claims of all persons having or making any claim against them or otherwise required for the winding up of the same company and for the same purposes will free of charge to the Woodstock Company give that company and the liquidator thereof access at all reasonable times to all such deeds agreements books plans registers and other documents.

10. Application shall be made in the ensuing 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 Woodstock Company in the Great Western Company and for carrying out this agreement and subject as herein-before provided each company party hereto undertakes to use its best efforts to obtain the passing of such Bill and by their directors and officers to supply such evidence and assistance as may be necessary for that end.

11. If and whenever any difference shall arise between the Woodstock 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 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 companies parties hereto and this article shall accordingly be read and have effect as an agreement for arbitration under that Act. A.D. 1897.

In witness whereof the companies parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written.

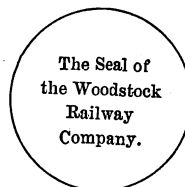
The common seal of the Great Western Railway
Company was hereunto affixed in the presence of

G. K. MILLS
Secy.



The common seal of the Woodstock Railway Company
was hereunto affixed in the presence of

W. F. WOODS
37 Great George Street
Westminster
Secy.



SEVENTH SCHEDULE.

AN AGREEMENT made the twenty-third day of July 1897 between the BANBURY AND CHELTENHAM DIRECT RAILWAY COMPANY (herein-after called "the Banbury Company") of the one part and the GREAT WESTERN RAILWAY COMPANY (herein-after called "the Great Western Company") of the other part.

WHEREAS the undertaking of the Banbury Company consists of certain railways in the counties of Oxford and Gloucester :

And whereas the capital of the Banbury Company now consists of the following stocks and shares (that is to say) :—

£60,000	£5	per cent.	(1879)	debenture	stock
£200,000	£5	"	(1873)	"	"
£250,000	£5	"	(1881)	perpetual	debenture stock
£400,000	£5	"	(1877)	"	"
£150,000	£5	"	(1883)	"	"
£100,000	£5	"		preferential	stock
£274,532				ordinary	stock (preferred)
£274,532				"	(deferred)
£18,836				"	"
£32,100				in ordinary	shares of £20 each :

A.D. 1897. And whereas the Banbury Company have power to issue £500,000 of 1887 A Debenture Stock and a like amount of B Debenture Stock :

And whereas upon the application of a creditor receivers and managers of the undertaking of the Banbury Company were appointed by an order of the Chancery Division of the High Court of Justice dated the 17th day of June 1881 and upon the application of a debenture stock holder of the Banbury Company receivers of the said undertaking were by an order dated the 23rd day of June 1881 and a judgment dated the 3rd day of December 1881 appointed by the said Chancery Division :

And whereas the Banbury Company have granted the annual rentcharges amounting to £1,087 1s. which are specified in the schedule hereto :

And whereas the undertaking of the Banbury Company is now being worked managed maintained and used by the Great Western Company under the provisions of certain agreements :

And whereas the Great Western Company allege that the Banbury Company are indebted to them in the sum of about £40,000 and that other debts obligations and liabilities have come or may come into existence on the part of the Banbury Company to the Great Western Company but the Banbury Company deny the accuracy of the allegation in this recital contained :

And whereas it has been agreed by and between the companies parties hereto that the Banbury Company should sell and the Great Western Company should purchase the undertaking of the Banbury Company upon the terms and conditions and in manner herein-after 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. Subject to the sanction of Parliament to be obtained as herein provided the Banbury Company will sell and the Great Western Company will purchase the undertaking of the Banbury Company upon the terms and conditions herein-after appearing and such sale and purchase shall take effect as on and from the 1st day of July 1897 or such other day as may be fixed by the Act authorising such sale and purchase (which date is herein-after referred to as the date of vesting).

2. The consideration for the said sale and purchase shall be—

(1) The adoption by the Great Western Company of the said annual rentcharges as specified in the schedule hereto :

(2) The release and extinguishment by the Great Western Company of the said alleged debt of about £40,000 and any further sum that may accrue prior to the date of vesting and all other debts obligations and liabilities as aforesaid :

(3) The adoption by the Great Western Company of the said £60,000 £5 per cent. (1879) debenture stock of the Banbury Company by the issue to every holder of such debenture stock of the Banbury Company in exchange for and upon surrender to the Great Western Company of the certificate of his holding in the Banbury Company of a like amount of Great Western £5 per cent. debenture stock bearing interest on and from the date of vesting :

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(4) The issue by the Great Western Company in exchange for the said £200,000 £5 per cent. (1873) debenture stock of the Banbury Company and in full discharge of all arrears of interest thereon to every holder of such debenture stock of the Banbury Company upon the surrender to the Great Western Company of the certificate of his holding in the Banbury Company of a like amount of Great Western £2 10s. per cent. debenture stock bearing interest on and from the date of vesting:

(5) The payment by the Great Western Company to the liquidators of the Banbury Company of the sum of £138,000 sterling:

(6) The payment by the Great Western Company to the directors or the liquidators of the Banbury Company of the sum of £2,000 to be used by them in paying the Banbury Company's costs and expenses of and incidental to this agreement (other than the costs of promoting the Bill herein-after referred to).

3. Upon the completion of the purchase the undertaking of the Banbury Company including therein all railways land buildings rights and privileges with their appurtenances possessed held or acquired by the Banbury Company so far as they form part of the undertaking shall be vested in the Great Western Company freed and discharged from all debts liabilities obligations and engagements of every description of the Banbury Company existing on the date of vesting except as is herein-after otherwise provided The undertaking of the Banbury Company shall not include moneys in the hands of the Banbury Company or the said receivers or receivers and managers or debts due or owing to the Banbury Company or the said receivers or receivers and managers up to and including the date of vesting or the Parliamentary deposits or other assets in the hands of the trustees referred to in an indenture made the 22nd day of July 1885 between the Banbury Company of the first part and Charles Eckersley Daniel of the second part Richard Billingsley Looker John Wilson and Henry Lovatt of the third part or the superfluous lands if any of the Banbury Company or any other asset or thing not included as part of the undertaking of the Banbury Company but all such moneys debts and property shall remain and be the property of the Banbury Company and the liquidators who shall collect the same but the Banbury Company shall be responsible for all expenditure on capital account incurred up to the date of vesting.

4. The Banbury Company or the Great Western Company under the terms of the said agreements have been in possession of the undertaking of the Banbury Company for many years past So far as the Banbury Company are concerned they have no notice or knowledge of any defect in their title as a good holding title and the same shall subject to the provisions of clause 9 hereof be accepted by the Great Western Company on the handing over of the deeds herein-after referred to.

5. Neither Company shall after the date of this agreement do any act or thing to adversely affect the property hereby passing or the arrangements hereby made or make any claim or claims against the other except under the provisions of this agreement.

A.D. 1897.

6. Subject to the last preceding clause and until the completion of the purchase under the provisions herein contained the existing agreements between the companies parties hereto shall remain in force.

7. The Bill for the intended Act shall provide and agreement is hereby made for (1) the discharge and release of the receivers and managers and of the trustees under the said deed dated 22nd July 1885 and all other trustees for or on behalf of the Banbury Company including discharge of all trustees mentioned in any deeds relating to the Banbury Company and from all trusts and obligations included in such deeds or other deeds mentioned therein and the transfer of all assets held by such trustees including Parliamentary deposits cash stocks shares and surplus lands to the liquidators (2) the voluntary winding up of the Banbury Company in the same manner and with the same incidents as if it were a company registered under the Companies Acts 1862 to 1893 inclusive (3) the appointment of Augustus Frederick Godson M.P. Chairman of the Banbury Company and Richard Billingsley Looker the Secretary as liquidators in such winding-up (4) the remuneration of the liquidators from the moneys in their hands in such manner as the Banbury Company may in general meeting determine (5) the payment by the Great Western Company to the liquidators in such winding-up of the sum of £138,000 sterling within fourteen days after the date of vesting and (6) the application by the said liquidators of the said sum and of the other assets of the Banbury Company including the assets above referred to as held by trustees as herein-before mentioned in manner and in the order following (that is to say) :—

FIRST In providing the sum of £4,000 which is to be retained by the liquidators as provided by subsection (2) of Article 9 as an indemnity to the Great Western Company against any payments which they may be required to make in respect of any unpaid purchase money for and charges upon lands forming part of the undertaking of the Banbury Company and of any liability for the construction of accommodation works agreed to be constructed as part of such purchase money which ought to have been completed on or before the date of vesting ;

SECOND In payment or providing for the payment and discharge of the costs and expenses of liquidators of and incidental to the said winding up ;

THIRD In payment to and amongst the holders of the said debenture stocks (other than the said £60,000 5 per cent. (1879) and £200,000 (1873) debenture stocks) in the manner and amounts following To every holder of 1881 debenture stock of the Banbury Company the sum of £20 for each £100 of the said debenture stock To every holder of 1877 debenture stock of the Banbury Company the sum of £10 for each £100 of the said debenture stock To every holder of 1883 debenture stock of the Banbury Company the sum of £3 for each £100 of the said debenture stock ;

FOURTH In payment of £18,000 to those creditors of the Banbury Company who before the date of vesting have agreed to accept an agreed sum in discharge of their claims of the sums so agreed to be accepted and which sums shall be accepted by the said creditors in full discharge if

A.D. 1897.

it be so provided in their respective agreements notwithstanding the provisions herein-after contained with reference to the distribution of the balance and subject thereto in payment to creditors who have not so agreed of a pro rata dividend upon the amounts which the liquidators shall decide to be due to such creditors in respect of their claims ;

FIFTH In payment to and amongst the holders of preference and the ordinary stocks and shares of the Banbury Company in the manner and amounts following To every holder of 5 per cent. preference stock of the Banbury Company the sum of £2 10s. for each £100 of the said stock To every holder of preferred stock of the Banbury Company the sum of £2 for each £100 of the said stock To every holder of ordinary stock or shares of the Banbury Company the sum of £2 for each £100 of the said stock or shares To every holder of deferred stock of the Banbury Company the sum of £2 for each £100 of the said stock ;

SIXTH In payment to the directors and officers of the Banbury Company of the expenses (not exceeding £1,500) incurred and to be incurred in carrying on the undertaking from the 13th of August 1896 to the date of vesting ;

SEVENTH The balance (if any) shall be distributed amongst all the creditors of the Banbury Company rateably according to the amount of their respective claims against the Company :

Provided always that should any persons entitled to claim under the preceding provisions fail to do so within one year from the date of vesting then after advertisement in the London Gazette and in two London daily papers and two local papers in the district in which the Banbury Company's line is situate repeated twice at intervals of not less than one month such claims shall be barred and the sums thus freed in the liquidators hands shall after providing for any further costs of liquidation or other proper payments to be made by the liquidators be applied pro rata as an additional sum available for distribution under the 7th subsection above.

8. The said Act shall also provide that as on and from the date of vesting the Great Western Company shall fulfil all the liabilities and obligations of the Banbury Company with reference to the acquisition of lands the construction and maintenance of works and the payment of rentcharges rents and all charges properly payable out of revenue and accruing on or after such date and that notwithstanding such sale and purchase as aforesaid the Great Western Company shall not nor shall their undertaking or the undertaking of the Banbury Company be in any way subject or liable to any claims or demands whatsoever (other than the claims or liens upon lands for unpaid purchase-money or charges on lands of the Banbury Company) on the part of any of the creditors of the Banbury Company or of any other person or persons in respect of any debt or liability of the Banbury Company or to the holders of any of the stocks or shares in the Banbury Company otherwise than as herein-before provided.

9.—(1) The said Act shall also provide that for six months from the date of vesting or such further time as may be agreed (or in case of difference may be settled as in the said Act to be provided) the Great Western Company may

A.D. 1897. call upon the liquidators to repay any moneys not exceeding £4,000 properly expended by the Great Western Company in respect of unpaid purchase-moneys for and charges upon lands of the Banbury Company or of any expenses properly incurred in constructing any accommodation works agreed to be constructed by the Banbury Company as part of the purchase money and which ought to have been completed by the Banbury Company on or before the 1st of July 1897.

(2) The said Act shall also provide that for six months from the date of vesting the liquidators shall retain out of any moneys under their control the said sum of £4,000 as an indemnity to the Great Western Company against any payments which they may be lawfully and properly required to make in respect of any unpaid purchase-moneys or other charges upon the lands of the Banbury Company and against any expenses properly incurred or to be incurred by the Great Western Company as aforesaid.

(3) The said Act shall also provide that any question in dispute under this clause between the Great Western Company and the liquidators shall be determined by the Chancery Division of the High Court of Justice upon application of the liquidators or of the Great Western Company by summons entitled in the matter of the said Act and in the event of such dispute arising the liquidators shall have any costs in respect of such difference paid to them out of the said sum of £4,000 in any event.

10. Notwithstanding the vesting of the Banbury Company in the Great Western Company the Great Western Company shall be under no obligation to engage the secretary or other officers (if any) of the Banbury Company to become officers of the Great Western Company but the Banbury Company shall discharge all obligations which may be due to such officers or any of them.

11. The Banbury Company shall upon payment of the purchase-money hand over to the Great Western Company so far as the same may be in or may come into their possession which the Banbury Company undertake to use their best endeavours to obtain 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 Banbury 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 Banbury Company and in the meantime and until the completion of such purchase (so far as may be reasonable and so as not to disclose any matter or thing in connexion with which contentions have or may arise between the companies) 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 Banbury Company at all reasonable times allow that company and the liquidators thereof access to all such of the said conveyances deeds agreements plans books and documents as shall be required by the Banbury Company for settling the claims of all persons having or making any claim against them or otherwise required for the winding up of the same Company.

A.D. 1897.

12. For the purpose of carrying out this agreement the Banbury 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 holders of the said £60,000 £5 per cent. (1879) and £200,000 £5 per cent. (1873) debenture stocks of the Banbury Company with full particulars of the amounts of their respective holdings.

13. Application shall be made in the ensuing session of Parliament and a Bill shall be promoted by the Great Western Company for obtaining from Parliament the necessary powers for vesting the undertaking of the Banbury Company in the Great Western Company and for carrying out this agreement and subject as herein-before provided each company party hereto undertakes to use its best efforts to obtain the passing of such Bill and by their directors and officers to supply such evidence and assistance as may be necessary for that end should the said Bill not become law in the said ensuing session this agreement shall be at an end.

14. The Banbury Company shall if required by the Great Western Company use their best endeavours to obtain the sanction of the Chancery Division of the High Court of Justice to this agreement at the expense of the Great Western Company.

15. The Great Western Company shall bear all the expense of promoting the said Bill in Parliament. The Great Western Company shall also pending the carrying into effect of this agreement pay the costs incurred in taking such steps as shall from time to time be approved by the solicitor of the Great Western Company and as he may certify to have been reasonably and properly incurred by the Banbury Company in connexion with or for the purpose of carrying into effect this agreement not exceeding in the whole the sum of £300 and any payments thus made by the Great Western Company shall be treated as having been made on account of the sum of £2,000 payable to the directors of the Banbury Company under the sixth subsection of the second clause of this agreement.

16. If and whenever any difference shall arise between the Banbury 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 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 companies parties hereto and this article shall accordingly be read 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 the day and year first above written.

A.D. 1897.

THE SCHEDULE HEREIN-BEFORE REFERRED TO.

RENTCHARGES.

Name.	Address.	Annual Amount.		
Great Western Railway Company.	—	£	s.	d.
Great Western Railway Company.	—	750	0	0
John de la Bere (one of the trustees of the will of the late S. H. Gael).	Arondale South Terrace Aberystwith.	454	4	0
Vicar of Chipping Norton -	—	13	0	0
		2	17	0
		1,087	1	0

The common seal of the Banbury and Cheltenham Direct Railway Company was hereunto affixed in the presence of

L.S.

A. F. GODSON
JOSIAH WILKINSON } Directors.

The common seal of the Great Western Railway Company was hereunto affixed in the presence of

L.S.

G. K. MILLS Secretary.

EIGHTH SCHEDULE.

[60 & 61 VICT.]

*Great Western Railway
(Additional Powers) Act, 1897.*

[Ch. cexlviii.]

1. Name of Amalgamated Company.	2. Description of Capital of Amalgamated Company.	3. Amount issued.	4. Amount held by or on behalf of Great Western Company and to be cancelled.	5. Amount held otherwise than by or on behalf of Great Western Company.	6. Cash to be paid or Stock of Great Western Company to be issued to holders of amounts in Column 5.
Pembroke and Tenby Rail- way Company.	Ordinary shares of £10 each.	£ 79,876	£ —	£ 79,876	£2 10s. for each share fully paid up and interest at 3 per cent. from date of amalgamation until payment.
	5 per cent. preference shares of £10 each.	242,320	22,000	220,320	£154,224 of 5 per cent. consolidated preference stock (being £7 per share) and carrying divi- dend from date of amalgamation and deferred certificates for £22,032 like stock (being £1 per share).
	3¼ per cent. debenture stock.	3,000	—	3,000	£2,437 10s. of 4 per cent. debenture stock yielding same income as existing stock.
	3½ per cent. debenture stock.	4,500	—	4,500	£3,937 10s. of 4 per cent. debenture stock yielding same income as existing stock.
	4 per cent. debenture stock.	61,790	—	61,790	£61,790 of 4 per cent. debenture stock.
	4½ per cent. debenture stock.	28,350	—	28,350	£28,350 of 4½ per cent. debenture stock.
	5 per cent. debenture stock.	19,900	—	19,900	£19,900 of 5 per cent. debenture stock.
	Ordinary shares of £20 each.	120,000	—	120,000	£108,000 of 5 per cent. consolidated guaranteed stock being £18 for each existing share.
Nantwich and Market Drayton Railway Com- pany.	Debentures 4 per cent. -	18,120	18,120		
Minehead Railway Company	Debentures 3½ per cent. -	6,700	6,600	100	To be adopted by the Company.
	Ordinary shares (Class A) of £10 each.	45,000	45,000		
	Ordinary shares (Class B) of £10 each.	15,000	15,000		
Great Marlow Railway Company.	Ordinary shares of £10 each.	18,000	18,000		
	Debentures - -	6,000	—	6,000	To be adopted by the Company.
	Lloyd's bonds - -	2,000	1,500	500	To be adopted by the Company.

A.D. 1897.

NINTH SCHEDULE.

HEADS OF AGREEMENT between the SWANSEA HARBOUR TRUSTEES
and the GREAT WESTERN RAILWAY COMPANY.

WHEREAS the Swansea Harbour Trustees herein-after called "the trustees" under the authority of the Swansea Harbour Act 1894 are making a new dock at Swansea being an enlargement and extension of the Prince of Wales' Dock at Swansea and which new dock is herein-after referred to as "the new part of the Prince of Wales' Dock":

And whereas the Great Western Railway Company herein-after called "the Company" have agreed on the new part of the Prince of Wales' Dock being completed and opened for traffic to take on lease from the trustees the wharf and land herein-after mentioned It is therefore mutually agreed as follows:—

1. The trustees will construct the new part of the Prince of Wales' Dock according to the plan hereunto annexed.

2. Upon the completion of the said new part of the Prince of Wales' Dock in manner aforesaid and provided adequate powers and provisions for giving effect to this agreement are obtained in the present or some future session of Parliament the trustees will grant and the Company will accept subject to the reservations herein-after mentioned a lease in perpetuity of the wharf or quay frontage 260 feet in length and 40 feet in depth at the eastern end and 68 feet in depth at the western end and also the land adjoining or near thereto which said wharf or quay frontage and land are shown on the said plan hereto annexed and are thereon edged with the colour red.

3. The lease herein-before referred to shall come into operation on the completion as aforesaid and the opening for public traffic of the new part of the Prince of Wales' Dock.

4. The Company shall pay the trustees annually by way of rent for the said wharf or quay frontage and land the sum of £1,040 payable half-yearly on the 24th day of June and the 25th day of December in every year the first half-yearly payment or a proportionate part thereof to be made on such one of the said half-yearly days as shall happen first after the completion as aforesaid and opening for public traffic of the new part of the Prince of Wales' Dock.

5. The Company shall have the exclusive right to berth ships and vessels alongside the said wharf or quay frontage in a single tier broadside on and to levy and receive all wharfage rates and tipping and other charges in respect both of the said wharf or quay frontage and of the said land.

6. The Company to be at liberty to construct to the reasonable satisfaction of the engineer of the trustees any lines of railway they may consider necessary and to erect upon the wharf or quay frontage and land to be leased to them edged red on the annexed plan such sidings tips machinery and other works buildings and conveniences as may be necessary so as to enable the Company fully to utilise the said wharf or quay frontage and land for all purposes in connexion with their business and from time to time to alter vary and remove such sidings tips machinery and other works buildings and conveniences and in

case of any difference as to such construction the same shall be decided by arbitration. A.D. 1897.

7. The trustees shall construct maintain work and signal a junction and lines of rail between the north-eastern end of the said land edged red on the said plan and the main lines of railway of the trustees coloured green on the said plan at or near the place and as shown by dotted black lines on the said plan. If in the construction by the Company of sidings from the trustees lines to the wharf to be leased to the Company it shall be found desirable to vary the same from the position now laid down the trustees and the Company shall be empowered to make such arrangements with respect to "land for sidings" as may be agreed on between the trustees and the Company.

8. The trustees during the continuance of the lease to maintain at their own expense the new part of the Prince of Wales' Dock and the water in the dock adjoining the said wharf or quay frontage to be included in the said lease and also all walls approaches and lines of rails belonging to them together with the said wharf and all locks quay walls and all other works conveniences and appliances which may be necessary for the full and efficient maintenance and working of the new part of the Prince of Wales' Dock and the accommodation of shipping and traffic passing to or from the same and for the enjoyment by the Company of the land edged red on the said plan but all sidings and conveniences erected by the Company to be maintained by the Company.

9. The trustees reserve to themselves the right to erect and maintain in or on the said wharf or quay frontage such mooring posts rings lamp posts electric wires and other devices and such hydraulic electric gas water and other pipes machinery and other conveniences as may be necessary for the proper and convenient working of the Prince of Wales' Dock or the new part thereof or any dock of the trustees and also free liberty to lay fix and maintain in on and along the part of the said wharf or quay frontage hatched red on the said plan hereto annexed the two lines of rails and the roadway respectively shown on the same plan and also free liberty at all reasonable times to their officers and servants and all other persons lawfully engaged in working or using the said dock and the new part thereof to pass and repass over and along the margin of the said wharf or quay frontage such margin not to exceed 8 feet in width and also free liberty at all reasonable times to their officers and servants and all other persons lawfully using the said dock or the new part thereof with carriages waggons engines and horses and for all purposes to pass and repass over the part of the said wharf or quay frontage hatched red on the said plan but the Company are not to be inconvenienced in the conduct of their business or the enjoyment of the said wharf or quay frontage to any greater extent than may be unavoidable and in case of difference as to the reasonable exercise by the trustees of the rights and liberty so reserved as aforesaid the same to be referred to arbitration.

10. The trustees to construct and maintain watch and signal at their own expense during the continuance of the lease the "main lines" of rails coloured green the four lines of main sidings coloured yellow and the lines of rails coloured blue on the said plan and the Company shall at all times have the use in common with the trustees and other companies and persons for the time being entitled to use the same of the said main lines of rails coloured green and of

A.D. 1897. the four lines of main sidings coloured yellow free of charge and of the lines of rails coloured blue at the lowest charge from time to time made to any other Company or trader for similar accommodation.

11. The Company shall be at liberty to lay down and place in through over or upon the said wharf or quay frontage and land comprised in the said lease such hydraulic and other pipes and machinery as may be necessary or convenient to enable the traffic of the Company to be worked with economy and despatch and the trustees shall from time to time afford to the Company all necessary facilities for the construction or repair of the said pipes and machinery and for obtaining a supply of water to work the said machinery provided that the Company may from time to time require the trustees and the trustees shall upon receiving six months notice from the Company requiring them so to do supply at a reasonable price (such price in case of difference to be settled by arbitration) all water that may be required for working the said machinery or in connexion therewith. Provided always that during the time the trustees supply water to work the said machinery the Company shall keep such machinery in a sufficient state of repair to prevent undue waste.

12. The Company shall not build place or erect or permit to be built placed or erected within 1 foot 6 inches of so much of the boundary of the said land edged red as lies between the points marked A and B on the said plan any building wall fence rail or other erection or thing of a greater height than 2 feet 6 inches above the level of the nearest rail to be laid between the said points A and B on the land adjoining on the south side thereof.

13. The Company hereby release to the trustees the option conferred on the Company by clause 13 of certain heads of agreement made between the trustees and the Company dated the 3rd day of July 1876 of taking upon lease subject as therein mentioned a space of about 200 feet fronting on the south side of the Prince of Wales' Dock including the land for a depth of 100 feet from the quay wall for the purposes of erecting sheds or warehouses or for other purposes.

14. The trustees not to ship coal at the dock on lower terms than those charged by the Company and in case of difference between the trustees and the Company as to such charges the same shall be settled by arbitration.

15. The trustees shall not let and shall effectually prevent any Company firm or person sub-letting any land or quay space at the new part of the Prince of Wales' Dock to any other railway company on more favourable terms than those by these presents made with the Company but nothing in this clause herein-before contained shall affect any lease or agreement already entered into by the trustees or any lease which may be granted in pursuance of such agreement and the trustees shall not levy or charge in respect of vessels or goods using or loaded or unloaded at the quay included in any lease granted in pursuance of this agreement any higher dues or rates than they shall for the time being charge or levy in respect of similar vessels or goods on any other portion of the said new part of the Prince of Wales Dock and not being vessels or goods in respect of which an exemption from dues or rates shall be allowed under an agreement dated the 30th April 1874 and made between Gertrude Barbara Rich Tennant of the one part and the trustees of the other part and scheduled to the Swansea Harbour Act 1874 or under an agreement dated the 27th day of April 1894 and made between the said Gertrude Barbara

A.D. 1897.

Rich Tennant of the one part and the trustees of the other part and scheduled to the Swansea Harbour Act 1894 or under an agreement also dated the 27th day of April 1894 and made between Susan Lambert and John Alexander Weir of the one part and the trustees of the other part and also scheduled to the Swansea Harbour Act 1894.

16. All usual and necessary clauses to be inserted in the lease or leases to carry out the arrangements hereby agreed to.

17. All differences (if any) which shall arise between the trustees on the one hand and the Company on the other hand with respect to these heads or the lease or leases or any of the subject matters thereof respectively or otherwise relating thereto shall except where otherwise provided for be referred to arbitration and provision for the purpose shall be made by the lease or leases and the arbitration shall be as nearly as can be in accordance with the Railway Companies Arbitration Act 1859 and for every such purpose the trustees shall be deemed to be a railway company.

18. This agreement is made subject to the approval thereof by Parliament and shall be subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill for confirming the same make any material alteration in such agreement it shall be competent to either of the parties hereto to withdraw the same.

In witness whereof the trustees and the Company have hereunto set their respective common seals the 25th day of February 1897.

The common seal of the Swansea Harbour Trustees was hereunto affixed in the presence of

TALFOURD STRICK

Clerk to the Trustees.

Common
Seal of the
Trustees
of Swansea
Harbour.

The common seal of the Great Western Railway Company was hereunto affixed in the presence of

G. K. MILLS

Secretary.

Common
Seal of the
Great
Western Railway
Company.

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