CHAP. ci.

An Act to confer further Powers upon the Bristol and Exeter Railway Company; and for other purposes. A.D. 1871.

[13th July 1871.]

WHEREAS it is expedient that the powers granted by "The Bristol and Exeter Railway (Additional Powers) Act, 1865," for the purchase of lands and property forming part of the Bristol Cattle Market, should be revived, and that the Bristol and Exeter Railway Company (which is herein referred to as the Company) should be authorised to acquire additional lands at Wells and at Chilton Trinity, both in the county of Somerset, and also to widen the bridge in Bristol whereby the railway of the Company is carried over the road leading from Bath Bridge to the said market: 28 & 29 Vict. c. xcvii.

And whereas by "The Bristol Harbour Railway Act, 1866," the Great Western Railway Company and the Company were authorised to construct a railway and wharf depôt at Bristol to connect the railways of the two companies with the floating harbour there, and to appoint a joint committee to carry the said Act into execution, and which said committee has been appointed accordingly: 29 & 30 Vict. c. cxlviii.

And whereas the said railway and wharf depôt are nearly completed, and it is expedient that in connexion therewith further property should be acquired near to the said depôt and harbour and to the Bristol gaol:

And whereas it is expedient that provision should be made with respect to the letting on lease by the Company of certain lands and property acquired by them, and that a similar power should be conferred upon them and the Great Western Railway Company with respect to lands and property acquired or to be acquired by the two companies under the Bristol Harbour Railway Act, or any Act amending the same:

And whereas it is expedient that the Company be authorised to raise further sums of money, and that other powers be granted to the Company:

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26 & 27 Vict. c. lx.

And whereas "The Bristol and Exeter Railway Act, 1863," authorises the lease and also the transfer of the undertaking of the West Somerset Railway Company to the Company, and a conveyance and grant of rentcharge, copies of which are set forth in the schedule to this Act, have been executed by both companies, whereby an annual rentcharge is to be paid by the Company to the West Somerset Railway Company:

And whereas it has been agreed that the interest upon the mortgage debt for the time being of the West Somerset Railway Company shall be guaranteed by the Company, the Company deducting from the annual rentcharge any money they may pay under their guarantee:

And whereas it is expedient that the said conveyance and transfer should be confirmed:

And whereas by an Act passed in one thousand eight hundred and forty-five, intituled "An Act for improving the Navigation of "the River and Bay leading to the Borough of Bridgwater, for "maintaining the present Bridge and extending the Quays within "the Borough, and for forming a Communication by Road and by "Railway between the Quays and the Bristol and Exeter Railway," the mayor, aldermen, and burgesses of the borough of Bridgwater have various powers conferred upon them for the improvement and maintenance of the navigation of the river and bay of Bridgwater, and for extending and improving the quays, and forming slips and landing-places in the river:

And whereas by the forty-fifth section of the said Act it is enacted that the money which may be received by or come into the hands of the said mayor, aldermen, and burgesses shall be applied (amongst other things) in providing proper and convenient berths for vessels at the quays and any part of the navigation not connected with the communication works:

And whereas by the forty-fifth section of the said Act the said mayor, aldermen, and burgesses are restrained from applying any money carried under the powers of that Act to an account called "The Bridgwater Navigation Account" in making any new quay, dock, graving bank, or similar work, or extending any such work then in existence:

And whereas Bridgwater is upon or adjoins the main line of the Bristol and Exeter Railway, and the Company are the lessees of the before-mentioned communication works for the unexpired residue of a term of nine hundred and ninety-nine years; and under the powers of "The Bristol and Exeter Railway Act, 1863," sections fifty-six and fifty-seven, the Company have power to purchase the

said communication works, and the Company are also the owners of the Bridgwater and Taunton Canal:

And whereas the restriction upon the said Corporation of Bridgwater prevents many improvements being effected which, if made, would be of great public use and promote the prosperity of the said town, and at the same time benefit the Company; and it is expedient that the said restriction should be removed:

And whereas plans showing the lands to be taken under the powers of this Act, and a plan and section showing the proposed widening of the railway bridge in Bristol, with a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands, houses, and other property shown upon the plans, have been deposited with the respective clerks of the peace for the city and county of Bristol and for the county of Somerset, and are herein referred to as the deposited plans, deposited sections, and deposited books of reference:

And whereas it is expedient that the powers herein-after contained with reference to a new road at Bridgwater and the alteration of existing roads and footpaths there should be conferred upon the Company:

And whereas plans and sections showing the proposed new road and alterations in connexion therewith, with a book of reference to the plans containing the names of the owners and lessees or of the reputed owners and lessees and of the occupiers of the lands and other property shown upon the said plans, were deposited in the month of January last with the clerk of the peace for the county of Somerset, and are herein referred to as the additional plans, sections, and books of reference:

And whereas the objects aforesaid cannot be accomplished 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, and by and with the advicē and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

1. This Act may be cited for all purposes as "The Bristol and Exeter Railway Act, 1871."

Provisions of general Acts herein named incorporated.

2. "The Railways Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," Part I. of "The Railways Clauses Act, 1863," and the clauses and provisions of "The Companies Clauses Consolidation Act, 1845,"

With respect to the distribution of the capital of the Company into shares;

With respect to the transfer or transmission of shares;

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With respect to the payment of subscriptions and the means of enforcing the payment of calls;

With respect to the remedies of creditors of the Company against the shareholders;

With respect to the borrowing of money by the Company on mortgage or bond;

With respect to the conversion of the borrowed money into capital;

With respect to the consolidation of the shares into stock; and

With respect to the provision to be made for affording access to the special Act by all parties interested;

and Parts I., II., and III. of "The Companies Clauses Act, 1863," are (so far as the same are applicable, and except when expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

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

The expression "the Act of 1865" means "The Bristol and Exeter Railway (Additional Powers) Act, 1865:"

The expression "the Act of 1866" means "The Bristol Harbour Railway Act, 1866:"

The expression "the Act of 1869" means "The Bristol Harbour Railway Act, 1869:"

The expression "the two Companies" and the expression "the joint committee" have the same respective meanings as in the Act of 1866:

The expression "the Corporation" means the mayor, aldermen, and burgesses of the city of Bristol:

The expression "Bridgwater Navigation Act" means the before-mentioned Act passed in 1845:

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

Power to widen bridge in Bristol.

4. Subject to the provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may in the line and according to the levels shown on the deposited plans and sections widen the railway bridge wholly in the parish of Temple,

whereby the railway of the Company is carried over the road leading from Bath Bridge to the Cattle Market, but the widening of the said bridge shall be in all respects done to the reasonable satisfaction of the engineer of the Corporation.

Power to purchase additional lands.

5. The Company may enter upon, take, and use the additional lands in the parishes of Temple and Bedminster, in the city and county of Bristol, and in the parish of Chilton Trinity, in the county of Somerset, shown on the deposited plans and described in the deposited books of reference, and also the lands in the in-parish of Saint Cuthbert Wells numbered respectively 12 and 13 upon the said plans and in the said books of reference.

Imposing certain restrictions upon Company in exercise of powers in Bristol.

6. In the exercise of the powers by this Act conferred upon them the Company shall be subject to the following conditions, obligations, and restrictions:

Except with the previous consent of the Corporation under their corporate seal,

The Company shall not acquire any right over or property in the floating harbour numbered 30 in the deposited plans for the said parish of Bedminster, or otherwise interfere with the said harbour:

They shall not obstruct the towing-path at the edge of the lands numbered 1 and 29 in the same plans, nor interfere with nor hinder free access to any of the mooring posts or mooring apparatus at the side of the said towing-path or of the said harbour:

They shall not obstruct the free passage of traffic along the road numbered 1 on the same plans:

Provided always, that the last-mentioned road may be deviated in such manner as may be mutually agreed upon between the Corporation and the Company, or failing agreement by an arbitrator to be appointed by the Board of Trade.

Extending 30th section of Act of 1865 to certain lands.

7. The powers conferred by the thirtieth section of the Act of 1865, enabling the Company and the trustees of the Bristol Cattle Market to enter into agreements for the purposes in the said section mentioned, shall extend to and may be exercised in respect of the lands now forming part of the market and which the Company are by this Act authorised to purchase.

As to lands in the parish of Bedminster.

8. The powers by this Act conferred upon the Company to purchase lands within the parish of Bedminster shall be subject to the following provisions:

If within six months after the passing of this Act the Great Western Railway Company give notice to the Company that

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they desire that the said lands shall be purchased by and vested in the two Companies, then the said powers shall and may be exercised by the two Companies, and the lands to be purchased shall and may be held by them in the same manner as lands are now held by and vested in them under the Act of 1866:

The Company or the two Companies, as the case may be, may enter into agreements with the Bristol and North Somerset Railway Company as to any lands of such company or any part thereof:

The two Companies and the Corporation upon the sale to the two Companies of the lands which the two Companies are authorised to purchase under the Act of 1869, lying near the city gaol, may enter into any contract or agreement as to the terms of acquisition by the two Companies of the said land lying near the city gaol aforesaid, and the two Companies may convey to the Corporation and the Corporation may hold in connexion with the said gaol or for the purposes thereof any land which the two Companies are by this Act authorised to purchase in the parish of Bedminster, in exchange or otherwise for the said land so authorised to be taken under the Act of 1869.

Company may construct new road and exercise other powers in accordance with the additional plans and sections.

9. Subject to the provisions of this Act, the Company may execute the following works in the lines and according to the levels shown on the additional plans and sections, and in connexion therewith the Company may exercise the other powers herein-after mentioned, and for the purposes aforesaid the Company may enter upon, take, and use such of the lands shown upon the additional plans and described in the books of reference to those plans as they may require for the purpose:

(1.) They may discontinue the present level crossing at Bridgwater, situate about eighty yards south of the Bridgwater railway station, and all rights of way in and over such level crossing shall cease and be extinguished:

(2.) They may construct a new carriage road commencing at John Street, Bridgwater, passing thence by a bridge over the Bristol and Exeter Railway, and terminating in the road leading from the Bridgwater turnpike road to the said station:

(3.) They may stop up and discontinue as a thoroughfare a part of Colley Lane, and instead thereof divert the said lane as shown upon the additional plans into the before-mentioned new carriage road:

(4.) They may abandon the bridge which now carries the Bridgwater turnpike road leading from Bridgwater to Western Zoyland over the Bristol and Exeter Railway at Bridgwater:

(5.) They may divert a footpath, in the manner shown upon the additional plans, through lands of the trustees of the Sidcott School Charity.

For protection of Sailors' College.

10. The Company (which expression for the purposes of this enactment includes throughout this section both the Company and the two Companies) shall not take, use, or interfere with, either temporarily or permanently, any portion of the land or buildings belonging or claimed to belong to the trustees of the Sailors' College at Bristol except by agreement.

Notice to be given to Bristol Waterworks Company as to the removal of mains, &c.

11. If, in the execution of the works and powers hereby authorised, or any or either of them, the Company shall have occasion to alter the level, direction, or situation of any tramway, street, road, or bridge, or to cause an interference with the access to any of the main or service pipes of the Bristol Waterworks Company so as to render necessary or desirable the removal or the alteration of the position or level of any of the said main or service water pipes, the Company shall give ten days notice to the said Waterworks Company of the intended alterations or interference by the Company, and the said Waterworks Company shall forthwith make such removal or alteration as may be so rendered necessary or desirable as aforesaid, and do all works incident thereto, and all expenses to be thereby incurred shall be defrayed by the Company: Provided always, that this clause shall not (except as herein otherwise expressly provided) in any way diminish or prejudice the rights and privileges of the said Waterworks Company under this Act or any other Acts or Act.

Saving rights of Waterworks Company.

12. Nothing in this Act contained shall interfere with the exercise by the said Waterworks Company of the powers and privileges conferred upon them by any Acts or Act of Parliament of laying down and maintaining and, as occasion may require, of repairing or altering any main or service pipes in and under any of the public streets or thoroughfares upon or under which any railway or works may under the authority of this Act be made: Provided always, that the said Waterworks Company shall, except in cases of emergency as regards repairs and alterations, give seven days notice of every intended interference with any such railway or works, and shall in every case cause as little interference with such railway and works as may be, and also shall, with all reasonable dispatch and to

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the reasonable satisfaction of the Company, replace the part or parts of the railway or works for the time being taken up by the said Waterworks Company.

Powers for compulsory purchases limited.

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

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

14. The Company and the Great Western Railway Company may apply, for the purposes of the Bristol Harbour Railway, in exercise of any powers by this Act conferred upon them, any of the moneys which they now have in their hands or which they have power to raise by shares or mortgage by virtue of the Act of 1866 and the Act of 1869, or either of them, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Company may apply authorised moneys to purposes of Act.

15. The Company may apply towards the purposes of this Act any of the moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised.

Additional share capital may be raised.

16. The Company may, with the consent of three fifths of the votes of the shareholders voting in person or by proxy at any general meeting of the Company, convened with notice of the purpose, raise by the creation of new shares or stock in their undertaking, and in addition to any sums of money they may by any other Acts be authorised to raise, any sums of money not exceeding the sum of three hundred thousand pounds; and such money may, at the option of the Company, be raised by new ordinary shares or stock or by new preference shares or stock, as the Company may from time to time think fit, but no certificate shall be issued or transfer registered of any stock until the stock in respect of which the certificate is issued or transfer made is fully paid up.

Terms of issue of the additional share capital.

17. Such new shares or stock may be of one and the same class or of different classes, and shall (subject to the provisions of this Act) be issued and disposed of or distributed in such manner and upon such terms in all respects, and subject to such provisions and restrictions and with such rights, and such shares may be of such nominal amount, as any general meeting of the Company shall from time to time direct or authorise, and the same shall be considered as part of the general capital of the Company.

New shareholders not to vote in respect of

18. Subject to the provisions of this Act and to the terms of issue of any new shares or stock to be created hereunder, no holders of any preference shares or preference stock created or issued

under the powers of this Act shall in respect of such shares or stock be entitled to any vote as a holder of shares or stock in the Company.

preference shares.

19. It shall not be lawful for the Company to issue any share or stock created under the authority of this Act, nor shall any such share or stock vest in the person accepting the same, unless and until a sum not being less than one fifth part of the amount of such share or stock is paid up in respect thereof.

Restriction as to issue of shares or stock.

20. One fifth part of the nominal amount of a share shall be the greatest amount of any one call which the directors may make on the holders of shares created in respect of the money by this Act authorised to be raised, and three months at least shall be the interval between any successive calls.

Calls.

21. The Company may from time to time raise by borrowing on mortgage any sums not exceeding in the whole one hundred thousand pounds in addition to the sum which they are now or may be authorised to borrow under any existing Act, or under any Act passed or to be passed in the present session, but no part of such sum of one hundred thousand pounds shall be borrowed until the whole of the sum of three hundred thousand pounds by this Act authorised to be raised by shares or stock shall have been subscribed for, issued, and accepted, and one half thereof shall have been paid up, and the Company shall 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 the whole of the capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share, or twenty per centum upon each holding of the stock, has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same, 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 certificate shall be sufficient evidence thereof.

Power to borrow on mortgage.

22. All existing mortgages and bonds granted by the Company shall have priority over all mortgages to be granted by the Company under this Act.

Existing mortgages to have priority.

23. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their

Arrears may be enforced by appoint-

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ment of a receiver.

mortgages by the appointment of a receiver, and in order to authorise the appointment of a receiver in respect of principal, or principal and interest, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Application of additional capital.

24. Subject to the provisions of this Act, the additional share, stock, and loan capital by this Act authorised to be raised shall be applied to the works and purposes authorised by this Act, and to the general purposes of the undertaking of the Company, and to no other purpose.

Certain lands may be sold for rent-charge and let on building leases.

25. The Company may sell such of the lands belonging to them as may not have been applied to the purposes of the Company and as are situate at Bristol, Clevedon, Weston-super-Mare, Highbridge, Bridgwater, Taunton, Exeter, Yeovil, and Langport, or any part of such lands, in consideration of a rentcharge as well as or instead of a sum in gross, and they may grant demises or leases of any such lands as are or may hereafter be adapted for building or for trade purposes, or any part of such lands, or any warehouses now standing or hereafter to be erected thereon, for such term or terms of years, at such rent or rents, and subject to such covenants, conditions, agreements, and stipulations as the Company shall deem expedient with reference to the special circumstances of each demise or lease: Provided that whenever by sale to various parties or otherwise of the reversion, the reversion upon any such lease shall be severed, the rent may be apportioned by agreement between such parties, and if such apportionment be not so settled, the same shall be settled by an arbitrator appointed by the Board of Trade, and after such apportionment the owner of each part of the reversion shall in respect of the apportioned rent allotted or belonging to him, have the benefit of all conditions or powers of re-entry for non-payment of the original rent in like manner as if such conditions or powers had been reserved to him as incident to his part of the reversion in respect of the apportioned rent allotted or belonging to him: Provided also, that any such agreement shall be binding only upon the parties thereto, and no such apportionment shall (unless with express consent in writing) alter, prejudice, or affect the rights or interests of any lessee of the lands in respect of which such apportionment is made, his executors, administrators, or assigns.

Certain lands may be sold for rent-charge and

26. The two Companies may sell the lands belonging to them and which may not have been applied to the purposes of the Bristol Harbour Railway and Depôt, or any part of such lands, in considera-

tion of a rentcharge as well as or instead of a sum in gross, and they may grant demises or leases of any of such lands, or any part thereof, as are or may hereafter be adapted for building or for trade purposes, for such term or terms of years, at such rent or rents, and subject to such covenants, conditions, agreements, and stipulations as the two Companies shall deem expedient with reference to the special circumstances of each demise: Provided that whenever by sale to various parties or otherwise of the reversion, the reversion upon any such lease shall be severed, the rent may be apportioned by agreement between such parties, and if such apportionment be not so settled, the same shall be settled by an arbitrator appointed by the Board of Trade, and after such apportionment the owner of each part of the reversion shall, in respect of the apportioned rent allotted or belonging to him, have the benefit of all conditions or powers of re-entry for nonpayment of the original rent in like manner as if such conditions or powers had been reserved to him as incident to his part of the reversion in respect of the apportioned rent allotted or belonging to him: Provided also, that any such agreement shall be binding only upon the parties thereto, and no such apportionment shall (unless with express consent in writing) alter, prejudice, or affect the rights or interests of any lessee of the lands in respect of which such apportionment is made, his executors, administrators, or assigns.

let on building leases.

27. The conveyance and grant of rentcharge made the ninth day of March one thousand eight hundred and seventy-one, between the Company and the West Somerset Railway Company (copies of which are in schedule (A.) to this Act), are hereby confirmed and made binding on the Company and the West Somerset Railway Company, and shall be carried into effect accordingly.

Confirmation of conveyance and grant of rentcharge of West Somerset Railway.

28. The Company may guarantee the payment of the interest upon the mortgages or debenture stock for the time being of the West Somerset Railway Company, and in the event of the Company paying any money under their guarantee they may from time to time deduct it out of the annual rentcharge payable to the said West Somerset Railway Company for the time being under the said conveyance and grant, or one of them: Provided always, that every such guarantee shall be subject and without prejudice to any mortgages, bonds, or debenture stock of the Company for the time being charged or attaching upon the undertaking of the Company, and to any preference or priority in the payment of interest or dividend on any shares or stock heretofore granted by the Company by or in pursuance of or confirmed by any Act of Parliament or otherwise lawfully subsisting.

Company may guarantee interest on mortgages of West Somerset Railway Company.

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Confirmation of agreement set forth in schedule (B.)

29. The agreement made between the Bristol and North Somerset Railway Company of the one part and the Great Western Railway Company and the Company of the other part, of which agreement a copy is set forth in schedule (B.) to this Act, is hereby confirmed, and shall be carried into effect accordingly.

Repeal of parts of 45th section of 8 Vict. c. 89.

30. So much of the forty-fifth section of the Bridgwater Navigation Act as restrains the mayor, aldermen, and burgesses of the borough of Bridgwater from providing proper and convenient berths for vessels in any part of the navigation connected with the communication works, or from lighting any part of the river connected with the said works, shall be and the same is hereby repealed, and the said mayor, aldermen, and burgesses may, if and when they in their discretion think fit so to do, provide such berths and light such part of the said river accordingly.

Saving rights of the Corporation, &c.

31. Nothing in this Act contained shall invalidate or prejudicially affect any rights, powers, duties, or privileges of the Corporation either as conservators of the rivers Avon, Frome, and Severn within the port of Bristol, or in their corporate character of the mayor, aldermen, and burgesses of Bristol, or as the local board of health, or as the docks committee for the said city, excepting in so far as those rights, powers, duties, or privileges are expressly varied by this Act, nor shall anything in this Act contained invalidate or prejudicially affect any of the powers now vested in or exercised by the Corporation as owners of the port and docks of Bristol and conservators of the river Avon to cleanse, dredge, and scour the floating harbour and docks there or the river Avon.

Saving rights of the Crown in the foreshore.

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

Interest not to be paid out of capital on calls.

33. The Company shall not, out of any money by this Act authorised to be raised by calls, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him in any of the capital by this Act authorised to

be raised: Provided always, that this Act shall not 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 raised under this Act.

34. The Company shall not, out of any money by this Act or by any other Act authorised to be raised, 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 construction of any railway or the execution of any other work or undertaking.

Railways not exempt from provisions of present and future general Acts.

35. Nothing herein contained shall be deemed or construed to exempt the railways of the Company or the Company from the provisions of any general Act relating to railways, or to the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision and alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised to be taken by the Company.

Expenses of Act.

36. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, shall be paid by the Company.

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

CONVEYANCE.

THIS INDENTURE, made the ninth day of March one thousand eight hundred and seventy-one, between the West Somerset Railway Company (incorporated by the West Somerset Railway Act, 1857,) of the one part, and the Bristol and Exeter Railway Company (incorporated by an Act passed in the sixth year of the reign of His late Majesty King William IV., intituled "An Act for making a railway from Bristol to Exeter, with "branches to the towns of Bridgwater in the county of "Somerset and Tiverton in the county of Devon,") of the other part.

WHEREAS by the Bristol and Exeter Railway Act, 1863, it was enacted, that the Somerset Company (which in the said Act and herein means the West Somerset Railway Company) might from time to time lease to the Company (which in the said Act and herein means the Bristol and Exeter Railway Company) the undertaking of the Somerset Company in manner therein mentioned; and it was further enacted, that the Somerset Company might at any time, and notwithstanding any lease thereof might have been previously granted, sell and transfer to the Company the undertaking (including therein all the property whatsoever) of the Somerset Company, together with all or any of the respective powers, rights, privileges, and authorities of the Somerset Company (but subject, as between the Company and the persons entitled to any bonds, mortgages, contracts, or liabilities affecting the undertaking of the Somerset Company, to such bonds, mortgages, contracts, or liabilities); and such sale and transfer might be made upon such conditions and for such consideration, either in a gross sum or by way of annual rentcharge, or partly of one kind and partly of another, and upon such terms and in such manner in all respects as might be mutually agreed upon, and the Company might accept and take such transfer accordingly; and it was also enacted, that at the time agreed on for any such transfer taking effect, or if no time should be specified for that purpose, then upon and from the transfer, the undertaking agreed to be transferred should be vested in the Company, and thenceforth the Company should have and hold such undertaking, and should use, exercise, and enjoy all the powers, rights, privileges, and authorities vested in the Somerset Company immediately before the transfer, or which but for the transfer might have accrued to them, or such of the same powers, rights, and privileges as might

not be excepted out of such transfer: Provided always, that every such transfer should be evidenced by a deed of transfer duly stamped, and in which the consideration should be fully and truly set forth: And whereas by an indenture of lease executed under the power contained in the said recited Act, and dated the first day of October one thousand eight hundred and sixty-four, and made between the Somerset Company of the one part, and the Company of the other part, the Somerset Company demised the railway and undertaking of the Somerset Company (but not including the land delineated in the plan drawn in the schedule to the indenture now in recital) unto the Company for the term of nine hundred and ninety-nine years at such yearly rent as therein mentioned, the said rent to be payable half-yearly on the first day of August and the first day of February in every year, and subject to the covenants and provisions in the said indenture of lease contained, and on the part of the Company to be observed and performed: And whereas the debenture debt of the Somerset Company amounts to forty thousand pounds: And whereas the Somerset Company have agreed to sell, and the Company have agreed to purchase, all the railway, undertaking, and lands, and all powers and rights of the Somerset Company (except as herein-after mentioned) discharged, as between the two Companies, from the said debenture debt of forty thousand pounds, and from all bonds, mortgages, contracts, and liabilities, in consideration of a rentcharge to be secured to the Somerset Company on their said railway and undertaking, and also (collaterally) on the railway and undertaking of the Company, and by the covenant of the Company such rentcharge to be of the following amounts, that is to say, for the year one thousand eight hundred and seventy-one, ending the thirty-first day of December one thousand eight hundred and seventy-one, five thousand one hundred pounds; for the year one thousand eight hundred and seventy-two, five thousand four hundred pounds; for the year one thousand eight hundred and seventy-three, five thousand seven hundred pounds; for the year one thousand eight hundred and seventy-four, six thousand pounds; for the year one thousand eight hundred and seventy-five, six thousand three hundred pounds; for the year one thousand eight hundred and seventy-six, and for every subsequent year for ever thereafter, ending on the thirty-first day of December in each and every year, six thousand six hundred pounds, such rentcharge to be paid half-yearly on the thirtieth day of June and the thirty-first day of December in every year: And whereas it is intended that the said rentcharge shall be granted and secured to the Somerset Company by an indenture intended to bear even date with and to be executed immediately after these presents, and to be made between the Company of the one part and the Somerset Company of the other part: Now this indenture witnésseth, that in pursuance of the said agreement and in consideration of the rentcharge of the amounts aforesaid intended to be granted and secured to the Somerset Company by the said indenture of even date herewith, and pursuant to and in exercise of the powers and authorities given by the Bristol and Exeter Railway Act, 1863, and of every other power or authority enabling them in this behalf, the Somerset Company do hereby grant, bargain, sell, transfer, and convey unto the Company, their successors and assigns, all the railway and undertaking of the Somerset Company, and all land now vested in the Somerset

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Company, and all other property whatsoever of the Somerset Company, together with all stations, works, buildings, conveniences, fixtures, ways, powers, rights, privileges, authorities, easements, and appurtenances whatsoever to the said railway, undertaking, and land, or any part thereof appertaining, or with the same or any part thereof heretofore occupied or enjoyed or appurtenant thereto, and all the estate and interest, property, claim, and demand of the Somerset Company in, to, or upon the same premises, save and except nevertheless out of these presents and the transfer and conveyance hereby made, a fair proportion of the current half-year's rent which would, but for these presents, under the said lease of the first day of October one thousand eight hundred and sixty-four, become due from the Company to the Somerset Company, and which proportion of rent shall be paid to the Somerset Company notwithstanding the conveyance hereby made, and save and except that the powers hereby transferred shall not comprise any of the powers of the Somerset Company with respect to general meetings or directors, or the management of the internal affairs of the Somerset Company, or with respect to the said debenture debt and the interest thereon, or the renewal thereof, when necessary, and the conversion of the same into debenture stock, and save and except all matters incidental and accessory to any of those matters respectively; to have and to hold the said railway, undertaking, lands, and premises herein-before granted and transferred, or intended so to be, unto and to the use of the Company, their successors and assigns for ever, on and from the day of the date of these presents, which for the purposes of the said recited Act shall be deemed the time agreed on for the transfer taking effect; subject nevertheless to the said recited lease, the term granted by which shall, as it is hereby declared, forthwith merge and be extinguished; and also subject, as between the Company and the persons entitled to any bonds, mortgages, contracts, or liabilities affecting the undertaking of the Somerset Company, to such bonds, mortgages, contracts, and liabilities, but as between the Company and the Somerset Company freed and discharged from all bonds, mortgages, contracts, and liabilities, and so that such bonds, mortgages, and liabilities shall be discharged or provided for out of the rentcharge to be reserved by the said indenture of even date in exoneration of and indemnity to the Company. And the Somerset Company do hereby for themselves and their successors covenant with the Company, their successors and assigns, that notwithstanding any act or thing by them, the Somerset Company, done or executed or knowingly suffered, the Somerset Company now have full power to grant and transfer the said undertaking and premises herein-before expressed to be granted and transferred unto the Company, their successors and assigns, in manner aforesaid; and that the same premises shall at all times hereafter remain and be vested in the Company, their successors and assigns, and be equally held, occupied, and enjoyed, and the profits thereof received and taken by the Company, their successors and assigns, accordingly, without any lawful interruption or disturbance by the Somerset Company, or their successors, or any company or person claiming from or under the Somerset Company, and that freed and discharged by the Somerset Company, or their successors and assigns, from and sufficiently indemnified against all bonds, mortgages, and contracts, and from all other liabilities, claims, and demands

whatsoever; and further, that the Somerset Company and their successors and every other company or person (except persons claiming in respect of the said debenture debt of forty thousand pounds) having or lawfully or equitably claiming any estate, right, or interest in or to the said premises herein-before granted and transferred, or any part thereof, from or under the Somerset Company, will from time to time and at all times hereafter, upon the request and at the cost of the Company, their successors or assigns, do and execute every such lawful act, thing, and assurance for the further or more perfectly assuring the said premises unto the Company, their successors and assigns, and in manner aforesaid as by the Company, their successors or assigns, shall be reasonably required; and also that the Somerset Company will at all time hereafter save harmless and keep indemnified the Company from and against the said debenture debt of forty thousand pounds secured on the undertaking and premises herein-before granted and transferred, and any renewal or renewals thereof, or of any part or parts thereof, and from and against all interest due and to become due thereon respectively, and from and against all bonds, mortgages, contracts, and other liabilities of the Somerset Company affecting the said premises, and from and against all actions, suits, losses, costs, charges, damages, and expenses which the Company, their successors or assigns, may pay, sustain, or incur by reason of the existence of such debenture debt or any renewal or renewals thereof, or of any part or parts thereof or interest thereon respectively, or on any such bonds, mortgages, contracts, or other liabilities; and also that if, for the purpose of preventing any distress, or any appointment of receiver, or any process or proceeding against or interference with the said undertaking and premises hereby granted and transferred or the Company, or for any other sufficient cause of which the Company shall be the sole judges, the Company shall be compelled or shall deem it requisite to pay money in respect of such debenture debt or interest, or in respect of any such bonds, mortgages, contracts, or other liabilities, it shall be lawful for the Company, their successors and assigns, to pay such money accordingly, and out of the rentcharge intended to be granted by the said indenture of even date herewith to retain and repay to themselves all moneys which they shall be so compelled or shall so deem it requisite to pay as aforesaid, with interest on such moneys at the rate of five pounds per centum per annum from the time of payment thereof up to the time of retainer and repayment thereof out of the said rentcharge: Provided always, and it is hereby agreed, and the Company do hereby covenant with the Somerset Company, that if empowered so to do by Act of Parliament passed in the present or next ensuing session of Parliament, the Company, their successors or assigns, will from time to time when requested so to do in writing by or on behalf of the Somerset Company, guarantee the payment of the interest upon the mortgages, debentures, or debenture stock for the time being of the Somerset Company (to an amount not exceeding in the whole the principal sum of forty thousand pounds), subject nevertheless to any such provision with regard to the priority of such guarantee in comparison with the payments of the Company as may be enacted by Parliament; and so that the Company shall be indemnified by the Somerset Company in respect of the liability of the Company under such guarantee, and in the event of the Company paying any money under

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In witness whereof, the said West Somerset Railway Company and the Bristol and Exeter Railway Company have hereunto caused their common seals to be affixed the day and year first before written.

Seal of the West Somerset Railway Company.

Seal of the Bristol and Exeter Railway Company.

GRANT OF RENTCHARGE.

This Indenture, made the ninth day of March one thousand eight hundred and seventy-one, between the Bristol and Exeter Railway Company (incorporated by an Act of Parliament passed in the sixth year of the reign of His late Majesty King William the Fourth, intituled "An Act for making a "railway from Bristol to Exeter, with branches to the towns "of Bridgwater in the county of Somerset and Tiverton in the "county of Devon,") of the one part, and the West Somerset Railway Company (incorporated by the West Somerset Railway Act, 1857,) of the other part.

Whereas by the Bristol and Exeter Railway Act, 1863, it was enacted, that the Somerset Company (which in the said Act and herein means the West Somerset Railway Company) might from time to time lease to the Company (which in the said Act and herein means the Bristol and Exeter Railway Company), the undertaking of the Somerset Company in manner therein mentioned; and it was further enacted, that the Somerset Company might at any time, and notwithstanding any lease thereof might have been previously granted, sell and transfer to the Company the undertaking (including therein all the property whatsoever of the Somerset Company), together with all or any of the respective powers, rights, privileges, and authorities of the Somerset Company, but subject, as between the Company and the persons entitled to any bonds, mortgages, contracts, or liabilities affecting the undertaking of the Somerset Company, to such bonds, mortgages, contracts, or liabilities; and such sale and transfer might be made upon such conditions, and for such consideration either in a gross sum or by way of annual rentcharge, or partly of one kind and partly of another, and upon such terms and in such

manner in all respects as might be mutually agreed upon, and the Company might accept and take such transfer accordingly; and it was also enacted, that at the time agreed on for such transfer taking effect, or if no time should be specified for that purpose, then upon and from the transfer, the undertaking agreed to be transferred should be vested in the Company, and thenceforth the Company should have and hold such undertaking, and should use, exercise, and enjoy all the powers, rights, privileges, and authorities vested in the Somerset Company immediately before the transfer, or which but for the transfer might have accrued to them, or such of the same powers, rights, and privileges as might not be excepted out of such transfer: Provided always, that every such transfer should be evidenced by a deed of transfer duly stamped, and in which the consideration should be fully and truly set forth: And it was also enacted, that if and as often as any rentcharge payable in respect of any such transfer as aforesaid should not be paid within forty-two days after it should become payable, and after demand thereof in writing by the secretary of the Somerset Company addressed and delivered to the secretary of the Company, the Somerset Company might either recover the same from the Company, with costs of suit in any court of competent jurisdiction, or might levy the same by distress and sale of the goods and chattels and effects of the Company: And whereas by an indenture of lease executed under the power contained in the said recited Act, and dated the first day of October one thousand eight hundred and sixty-four, and made between the Somerset Company of the one part, and the Company of the other part, the Somerset Company demised the railway and undertaking of the Somerset Company (but not including the lands delineated in the plan drawn in the schedule to the indenture now in recital) unto the Company for the term of nine hundred and ninety-nine years at such yearly rent as therein mentioned; the said rent to be payable half-yearly on the first day of August and the first day of February in every year, and subject to the covenants and provisions in the said indenture of lease contained, and on the part of the Company to be observed and performed: And whereas the debenture debt of the Somerset Company amounts to the sum of forty thousand pounds: And whereas the Somerset Company agreed to sell, and the Company agreed to purchase, all the railway, undertaking, and lands, and all powers and rights of the Somerset Company (except as herein-after mentioned) discharged, as between the two Companies, from the said debenture debt of forty thousand pounds, and from all bonds, mortgages, contracts, and liabilities, in consideration of a rentcharge of the amounts herein-after mentioned and intended to be hereby granted and secured to the Somerset Company on their said railway and undertaking: And whereas by an indenture bearing even date with but executed before these presents, and made between the Somerset Company of the one part, and the Company of the other part, in consideration of the rentcharge therein mentioned as intended to be granted by an indenture of even date therein referred to, meaning these presents, and pursuant to and in exercise of the powers and authorities given by the Bristol and Exeter Railway Act, 1863, and of every other power or authority enabling them in that behalf, the Somerset Company did thereby grant, bargain, sell, transfer, and convey unto the Company, their successors and assigns, all that the railway and undertaking of the Somerset Company, and all lands then vested in the Somerset Company, and all other property whatsoever of the Somerset Company, together with all stations, works, buildings, conveniences, fixtures, ways, powers,

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rights, privileges, authorities, easements, and appurtenances whatsoever to the said railway, undertaking, and lands, or any part thereof, appertaining, or with the same or any part thereof theretofore occupied or enjoyed or appurtenant thereto, save and except nevertheless out of the transfer and conveyance made by the indenture now in recital a fair proportion of the current half-year's rent which would but for the indenture now in recital under the said lease of the first day of October one thousand eight hundred and sixty-four, have become due from the Company to the Somerset Company, and which proportion of rent should be paid to the Somerset Company notwithstanding the conveyance thereby made, and save and except that the powers thereby transferred should not comprise any of the powers of the Somerset Company with respect to general meetings or directors, or the management of the internal affairs of the Somerset Company, or with respect to the said debenture debt and the interest thereon, or the renewal thereof, when necessary, and the conversion of the same into debenture stock, and save and except all matters incidental and accessory to any of these matters respectively; to hold the said railway, undertaking, lands, and premises unto and to the use of the Company, their successors and assigns for ever, on and from the day of the date of the indenture now in recital (which for the purposes of the said recited Act should be deemed the time agreed on for the said transfer taking effect), subject nevertheless to the said recited lease, the term granted by which should, as it was thereby declared, forthwith merge and be extinguished; and also subject, as between the Company and the persons entitled to any bonds, mortgages, contracts, or liabilities affecting the undertaking of the Somerset Company, to such bonds, mortgages, contracts, and liabilities, but as between the Company and the Somerset Company freed and discharged from all bonds, mortgages, contracts, and liabilities, and so that such bonds, mortgages, and liabilities should be discharged or provided for out of the rentcharge to be reserved by the indenture of even date therein referred to, being these presents, in exoneration of and indemnity to the Company; and by the indenture now in recital the Somerset Company covenanted with the Company that the Somerset Company would at all times thereafter save harmless and keep indemnified the Company from and against the said debenture debt of forty thousand pounds secured on the undertaking and premises therein-before granted and transferred, and any renewal or renewals thereof, or of any part or parts thereof, and from and against all interest due and to become due thereon respectively, and from and against all bonds, mortgages, contracts, and other liabilities of the Somerset Company affecting the said premises, and from and against all actions, suits, losses, costs, charges, damages, and expenses which the Company might pay, sustain, or incur by reason of the existence of such debenture debt, or any renewal or renewals thereof, or of any part or parts thereof, or interest thereon respectively, or on any such bonds, mortgages, contracts, or other liabilities; and also, that if, for the purpose of preventing any distress, or any appointment of receiver, or any process or proceeding against or interference with the said undertaking and premises thereby conveyed, or the Company, or for any other sufficient cause, the Company should be compelled or should deem it requisite to pay money in respect of such debenture debt or interest, or in respect of any such bonds, mortgages, contracts, or other liabilities, it should be lawful for the Company, their successors and assigns, to pay such money accordingly, and out of the rentcharge intended to be granted by these presents to retain and repay to

themselves all moneys which they should be so compelled or should so deem it requisite to pay as aforesaid, with interest on such moneys at the rate of five pounds per centum per annum from the time of payment thereof up to the time of retainer and repayment thereof out of the said rentcharges: Provided always, and it was thereby agreed, and the Company did thereby covenant with the Somerset Company, that if empowered so to do by Act of Parliament passed in the present or next ensuing session of Parliament, the Company, their successors or assigns, would from time to time, when requested so to do in writing, by or on behalf of the Somerset Company, guarantee the payment of the interest upon the mortgages, debentures, or debenture stock for the time being of the Somerset Company (to an amount not exceeding in the whole the principal sum of forty thousand pounds), subject, nevertheless, to any such provision with regard to the priority of such guarantee in comparison with other payments of the Company as might be enacted by Parliament, and so that the Company should be indemnified by the Somerset Company in respect of the liability of the Company under such guarantee, and in the event of the Company paying any money under such guarantee they should be entitled from time to time to the same right of retainer and repayment as was given by the clause lastly herein-before contained: Now this indenture witnesseth, that in pursuance of the said agreement, and in consideration of the conveyance and transfer made by the said recited indenture of even date herewith, the Company do hereby grant unto the Somerset Company, their successors and assigns, one annuity or clear yearly rentcharge of the following amounts; (that is to say,) for the year one thousand eight hundred and seventy-one, ending on the thirty-first day of December one thousand eight hundred and seventy-one, the amount to be five thousand one hundred pounds, for the year one thousand eight hundred and seventy-two the amount to be five thousand four hundred pounds, for the year one thousand eight hundred and seventy-three the amount to be five thousand seven hundred pounds, for the year one thousand eight hundred and seventy-four the amount to be six thousand pounds, for the year one thousand eight hundred and seventy-five the amount to be six thousand three hundred pounds, for the year one thousand eight hundred and seventy-six, and for every year for ever thereafter, the amount to be six thousand six hundred pounds, the said rentcharge to be issuing out of and charged upon all the said railway, undertaking, and premises expressed to be granted and transferred by the said recited indenture of even date herewith, and also (collaterally and by way of further security) upon the whole undertaking of the Company, and to be paid by equal half-yearly payments on the thirtieth day of June and the thirty-first day of December in every year, without deduction, except for income or property tax, the first half-yearly payment to be made on the thirtieth day of June one thousand eight hundred and seventy-one. And this indenture also witnesseth, that in further pursuance of the said agreement, and for the consideration aforesaid, the Company do hereby covenant and grant with and to the Somerset Company, their successors and assigns, in manner following; (that is to say,) that the Company, their successors or assigns, will duly pay to the Somerset Company the said yearly rentcharge on the days, by the payments, and in the manner herein-before mentioned; and also, that if any half-yearly payment of the said rentcharge, or a part of any half-yearly payment, shall at any time

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be in arrear and unpaid for forty-two days after the day appointed for payment thereof, then and so often as it shall happen, it shall be lawful for the Somerset Company, their successors or assigns, to enter into and distrain upon the said railway, undertaking, and premises originally charged, or should that be insufficient, then upon the said undertaking and premises collaterally charged with the said rentcharge as aforesaid, or any part thereof respectively, and to dispose according to law of the distress or distresses then and there found, to the intent that thereby or otherwise the said rentcharge, and every part thereof so unpaid, and all costs and expenses occasioned by the nonpayment thereof, may be paid and satisfied. And further, that if any half-yearly payment of the said rentcharge, or a part of any half-yearly payment, shall at any time be in arrear for sixty days after the day hereby appointed for payment thereof, then and so often, although there shall not have been any legal demand made thereof, it shall be lawful for the Somerset Company, their successors or assigns, to enter into and upon the said railway, undertaking, lands, and premises originally charged, or should that be insufficient then upon the said undertaking and premises collaterally charged with the said rentcharge as aforesaid, or any part thereof respectively, and to hold the same and receive the rents, tolls, and profits thereof, or appoint some person or persons to receive such rents, tolls, and profits, until the Somerset Company, their successors or assigns, shall thereby or otherwise be paid or satisfied the said rentcharge and the arrears thereof due at the time of such entry, or afterwards to become due during their possession of the said premises, together with all costs and expenses occasioned by the nonpayment thereof: Provided always, and it is hereby agreed and declared, that the remedies hereby given for recovering of the said rentcharge when in arrear shall be in addition to and not by any means in substitution for those given by the said herein-before mentioned Act of Parliament: Provided always, and it is hereby further agreed and declared, that nothing herein contained shall prejudice or affect the covenant of the Somerset Company, or any provision with reference to the said debenture debt of forty thousand pounds, or any renewal or renewals thereof, or of any part or parts thereof, and the interest thereon respectively, or the guarantee by the Company of interest on the mortgages, debentures, or debenture stock of the Somerset Company, or the provisions as to retainer out of the said rentcharge by the Company, contained in the said recited indenture of even date herewith.

In witness whereof, the said Bristol and Exeter Railway Company and the West Somerset Railway Company have hereunto caused their common seals to be affixed the day and year first before written.

Seal of the Bristol and Exeter Railway Company.

Seal of the West Somerset Railway Company.

SCHEDULE (B.)

HEADS OF AGREEMENT between the Bristol and North Somerset Railway Company of the one part, and the Great Western Railway Company and the Bristol and Exeter Railway Company of the other part.

WHEREAS by the Bristol and North Somerset Railway Act, 1863, the Bristol and North Somerset Railway Company (herein-after called "the North Somerset Company") were empowered to make and maintain (amongst other works) a tramway commencing in the out-parish of Saint Philip and Jacob in the county of the city of Bristol, and terminating in the parish of Bedminster in the city and county of Bristol, at or near the floating harbour there: And whereas by indenture, dated the twentieth day of June one thousand eight hundred and sixty-four, and made between Sidenham Teast of the one part and the North Somerset Company of the other part, for the consideration therein mentioned, all that piece or parcel of land, wharf, timber yard, sheds, workshops, buildings, and hereditaments, containing by admeasurement three roods and twenty-four perches, or thereabouts, delineated in the plan drawn in the margin of the now-reciting indenture, and therein coloured red, and numbered 10, and then in the occupation of Messieurs William Holmes and Company, being part of a certain close, piece, or parcel of formerly meadow or pasture ground, commonly called or known by the name of Addercliffe, demised by a certain indenture of lease, dated the twenty-sixth day of June one thousand eight hundred and sixty, and made between the Dean and Chapter of the cathedral church of the Holy and Undivided Trinity of Bristol of the one part, and the said Sidenham Teast of the other part; and also all that other piece or parcel of land, wharf, yard, and hereditaments, containing by admeasurement one acre and twenty-six perches, or thereabouts, also delineated in the said plan, and therein coloured red, and numbered 11, and then in the occupation of the said William Holmes and Company, and Messieurs Terrell, being other part of the said close, leaze, or parcel of ground called Addercliffe, were assigned by the said Sidenham Teast unto the North Somerset Company, their successors and assigns, for the residue of the thereinmentioned term of twenty-one years, created by the said indenture of lease of the twenty-sixth day of June one thousand eight hundred and sixty: And whereas the North Somerset Company acquired the leasehold interest of the said Sidenham Teast in the said hereditaments and premises for the purposes of the said tramway and the works connected therewith; and the North Somerset Company have also given due notice to the Ecclesiastical Commissioners for England (in whom the reversion in fee simple of and in the said hereditaments and premises is now vested) of their intention to treat for and acquire the said reversion in fee simple for the like purposes: And whereas by the Bristol Harbour Railway Act, 1866, the Great Western Railway Company and the said Bristol and Exeter Railway Company (herein-after together referred to as the two Companies) were authorised to construct a railway and

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wharf depôt at Bristol to connect the railways of the two Companies with the floating harbour there; and by the Bristol Harbour Railway Act, 1869, the two Companies sought power to take from the North Somerset Company the said hereditaments and premises herein-before described, but by the last-mentioned Act the two Companies were prohibited from taking the same: And whereas the Bristol and Exeter Railway Company are promoting a Bill in the present session of Parliament, whereof the short title is the Bristol and Exeter Railway (Further Powers) Act, 1871; and by the said Bill the said last-mentioned Company seek power to take and use for the purposes of the said Bristol Harbour Railway lands in the said parish of Bedminster, including the hereditaments and premises herein-before described, and by the said Bill it is proposed to be provided that the said Bristol and Exeter Railway Company or the two Companies, as the case may be, may enter into agreements with the North Somerset Company as to any lands of such Company, or any part thereof: And whereas the railway and works authorised by the Bristol Railway Harbour Act, 1866, will render unnecessary the construction of the tramway authorised by the Bristol and North Somerset Railway Act, 1863, and the works mentioned or referred to in a certain indenture, dated the twentieth day of October one thousand eight hundred and sixty-four, and made between the said North Somerset Company of the one part, and the mayor, aldermen, and burgesses of the city of Bristol of the other part: And whereas the said North Somerset Company have deposited a petition against the said Bill, and it has been mutually agreed between them and the Bristol and Exeter Railway Company that such opposition shall be withheld or withdrawn upon the following conditions:

1. The North Somerset Company shall absolutely sell and by deed assign to the Bristol and Exeter Company or to the two Companies, and the last-named Company or the two Companies shall purchase for the sum of three thousand seven hundred and fifty pounds the leasehold interest of the North Somerset Company in the said hereditaments and premises comprised in and assigned by the said indenture of the twentieth day of June one thousand eight hundred and sixty-four, for all the residue of the leasehold term therein mentioned, subject to the existing tenancy thereof, together with all right of the North Somerset Company to take or acquire the reversion in fee simple of and in the said hereditaments and premises; the said hereditaments and premises to be assigned in manner aforesaid, free from all incumbrances except as appears by the said indenture of the twentieth day of June one thousand eight hundred and sixty-four.

2. The sum of two thousand pounds shall be paid to the North Somerset Company on the execution hereof, and the balance or sum of one thousand seven hundred and fifty pounds shall be paid within ten days of the Bristol and Exeter Railway (Further Powers) Act, 1871, receiving the Royal assent, together with interest on such balance from the twenty-fifth day of March one thousand eight hundred and seventy-one, at four per cent.

3. The North Somerset Company shall be entitled to the rents and profits of the said hereditaments and premises up to the twenty-fifth day of March one thousand eight hundred and seventy-one, but from and afterwards the said rents shall belong to the Bristol and Exeter Company or to the two Companies.

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4. The two Companies shall use their best endeavours to have this agreement scheduled to or otherwise confirmed by their said Bill in the present session of Parliament.

5. The costs of all parties of and incidental to these presents shall be paid by the two Companies.

6. A formal agreement for carrying these heads into full effect with all such details and incidental provisions as he may think expedient, shall, at the request of the parties hereto, or either of them, be settled by F. S. Reilly, Esquire, Barrister-at-Law, and shall be executed by and binding upon the said parties hereto respectively.

Dated this twenty-fourth day of March one thousand eight hundred and seventy-one.

Arthur Moore,
Secretary of the Joint Committee appointed under
The Bristol Harbour Railway Act, 1866.

Seal of Bristol and North Somerset Railway Company.

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