ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. xcvii.

An Act to transfer to the *Bristol and Exeter* Railway Company the Powers of constructing and working the *Cheddar Valley and Yatton* Railway; to extend the Time for purchasing Lands; to authorize the Purchase of additional Lands; and for other Purposes. [19th *June* 1865.]

WHEREAS by "The *Cheddar Valley and Yatton* Railway Act, 1864," (in this Act called "the *Cheddar* Act,") the *Somerset and Dorset* Railway Company (in this Act called "the *Somerset* Company") were authorized to make Three Railways (in this Act called "the *Cheddar Valley* Railway") from *Wells* to the *Bristol and Exeter* Railway at *Yatton*, and were authorized to raise for such Purpose by Share Capital One hundred and seventy thousand Pounds, and by borrowing Fifty-six thousand Pounds, and the *Bristol and Exeter* Railway Company (in this Act called "the Company") were empowered to subscribe towards that Share Capital One hundred thousand Pounds: And whereas by Articles of Agreement set forth in the Schedule to the *Cheddar* Act, and by such Act confirmed, the Company and the *Somerset* Company respectively

27 & 28 Vict. c. clxxxi.

respectively agreed, that if within Six Calendar Months after the passing of the *Cheddar* Act the Company signified to the *Somerset* Company their Desire to subscribe for and take Shares or Stock to a further Amount, or to the full Amount of the Share Capital by the *Cheddar* Act authorized, the Company should be at liberty and be bound to do so, and the *Somerset* Company should do or join with the Company in doing all such lawful Acts and Things, by way of Application to Parliament or otherwise, as might be necessary or proper to enable the Company to effect their Desire as aforesaid: And whereas the Company have expressed their Desire, within the Time limited by the said Articles of Agreement, to subscribe for and take Shares or Stock for the full Amount of the Capital authorized by the *Cheddar* Act, and it is expedient that the Railways and Works authorized by the *Cheddar* Act should become Part of the Undertaking of the Company, and be transferred to and constructed and worked by the Company: And whereas it is expedient that the Time limited for purchasing Lands for the Purposes of the Railways and Works authorized by the *Cheddar* Act be extended, and that the Company be authorized to raise the necessary Capital for their Completion, and that the *Somerset* Company be released from the Obligation to complete those Railways and Works: And whereas by "The *Bristol and Exeter* Railway Act, 1863," in this Act called "the Act of 1863," the Company were authorized to purchase certain Lands for enlarging certain Stations and other Purposes of their Undertaking, and it is expedient that the Time for such Purchase be extended in respect of the Portions of the Lands herein-after mentioned, and that the Company be authorized to purchase additional Lands, in this Act described, for like Purposes: And whereas it is expedient that the Company should be enabled to acquire a Portion of the Cattle Market at *Bristol*, and that Arrangements should be made in reference thereto: And whereas the Railways authorized by the *Cheddar* Act will, at *Wells*, approach within a short Distance of the *East Somerset* Railway, and it is expedient that Provision be made for securing a Communication between the *East Somerset* Railway and the *Cheddar Valley* Railway, and incidental Conveniences for the Company's Traffic, and that the Agreement for those Purposes set forth in the Schedule to this Act annexed be confirmed: And whereas it is expedient that the Company be authorized to lay down Narrow Gauge Rails in addition to the Broad Gauge Rails between *Highbridge* and *Weston-super-Mare* Junction: And whereas the Objects of this Act cannot be effected 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

The Bristol and Exeter Railway (Additional Powers) Act, 1865.

1. This Act may be cited as "The *Bristol and Exeter* Railway (Additional Powers) Act, 1865." Short Title.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and the Clauses, so far as applicable for the Purposes of this Act, of "The Railways Clauses Consolidation Act, 1845," with respect to the Construction of the Railway and Works connected therewith, shall be incorporated with and form Part of this Act. 8 & 9 Vict. cc. 18. & 20 and 23 & 24 Vict. c. 106. incorporated.

3. Part II. of "The Railways Clauses Act, 1863," shall be incorporated with this Act, and so much of Part I. of the said "Railways Clauses Act, 1863," as relates to Junctions shall extend and apply to any Junction to be made by the Company with the Railways of the *Somerset* Company under the Powers of this Act and the *Cheddar* Act. 26 & 27 Vict. c. 92. to extend to certain Junctions.

4. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,"— Certain Provisions of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment 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 Part I. and Part II. of "The Companies Clauses Act, 1863," shall, so far as the same are not inconsistent with or varied or otherwise provided for by the Provisions of this Act, be incorporated with and form Part of this Act, and apply to the Company and the Shareholders thereof, and to the Capital authorized by this Act.

5. The several Words and Expressions to which Meanings are assigned by any Act wholly or partially incorporated with this Act have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Meanings. Same Meanings in incorporated Acts as in this Act.

6. In

Power to raise additional Capital by new Shares.

6. In addition to the Sums of Money which the Company are or may be authorized to raise by any former Acts, or any Act that may have been or be passed in the present Session of Parliament, the Company may from Time to Time raise by the Creation of new Shares or Stock any Sums not exceeding One hundred and seventy thousand Pounds, and the Company may create and issue such Shares or Stock either as Ordinary Shares or Stock, or new Preference Shares or new Preference Stock, as the Company may from Time to Time think fit.

Terms of Issue of the additional Share Capital.

7. 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 authorize, and the same shall be considered as Part of the general Capital of the Company; and all the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," and "The Companies Clauses Act, 1863," which are incorporated with this Act, shall, so far as the same are applicable, apply to such new Capital and new Shares or Stock, and to the respective Proprietors thereof for the Time being, in the same Manner in all respects as if the same were original Capital and original Shares or Stock, except as to the Amount and Time of making and Payment of Calls, which (subject as herein-after mentioned) the Directors of the Company shall fix from Time to Time as they shall think proper.

New Shareholders not to vote in respect of Preference Shares.

8. Subject to the Provisions of this Act, and to the Terms of Issue of any new Shares or Stock to be created thereunder, 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.

Restriction as to Issue of Shares or Stock.

9. 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.

Calls.

10. 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

this Act authorized to be raised, and Three Months at least shall be the Interval between any successive Calls.

Power to borrow on Mortgage.

11. The Company may from Time to Time raise by borrowing on Mortgage any Sums not exceeding in the whole Fifty-six thousand Pounds, in addition to the Sums which they are authorized to borrow under any of the existing Acts relating to the Company; but no Part of such Sum shall be borrowed or raised until Shares or Stock for the whole of the Sum by this Act authorized to be raised by Shares or Stock shall have been subscribed for, and One Half of such last-mentioned Sum 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 Shares or Stock for the whole of the additional Capital are 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 the Amount of the Stock, has been paid up on account thereof before or at the Time of the Issue or Acceptance thereof, and that all such Shares and Stock are or is taken in good Faith, and held by the Subscribers or their Assigns, those Subscribers or Assigns being legally liable for the same (of which Matters the Certificate of the Justice shall be sufficient Evidence).

Saving Rights of existing Mortgages.

12. All existing Mortgages and Bonds granted by the Company shall have Priority over all Mortgages to be granted by the Company under this Act.

Application of additional Capital.

13. The additional Share, Stock, and Loan Capital by this Act authorized to be raised shall be applied to the Purposes of the *Cheddar Valley* Railway and Works.

Cheddar Valley Railway transferred to Bristol and Exeter Railway Company.

14. Upon and from the passing of this Act the several Railways and Works authorized by the *Cheddar* Act, and all the Rights, Powers, and Authorities of the *Somerset* Company incident to or affecting the same (except the Powers of raising Money by Shares or by borrowing conferred by the *Cheddar* Act), shall be transferred to and become vested in the *Bristol and Exeter* Railway Company, and shall and may be held, enjoyed, used, and exercised by the Company in the same Manner and to the same Extent as they respectively were or could or might, if this Act had not been passed, have been held, enjoyed, used, exercised, or executed by the *Somerset* Company; and the Railways and Works which, under the Provisions of the *Cheddar* Act, were to be made by the *Somerset* Company, shall become Part of the Undertaking of the *Bristol and*

Exeter Railway Company, and be made by the latter Company accordingly.

Provisions of Cheddar Act applied to Company.

15. All Clauses, Provisions, and Enactments contained in the *Cheddar* Act relating to or affecting the *Cheddar Valley* Railway which were in force immediately before the passing of this Act, and which are not hereby varied or repealed, shall remain applicable to the same Railway, and all Rights and Powers vested in the *Somerset* Company in relation to the Railway and Works authorized by the said Act shall be exercised and enjoyed by the Company, and all Matters to be done, continued, or completed, or which but for the passing of this Act would, might, or ought to be done, continued, or completed, by the *Somerset* Company, its Directors, Officers, or Servants, under or by virtue of the *Cheddar* Act, shall be Matters to be done, continued, or completed by the Company, its Directors, Officers, or Servants; and such Act, so far as it relates to or affects the *Somerset* Company, shall be read as if the Name of the *Bristol and Exeter* Railway Company had been used therein instead of that of the *Somerset and Dorset* Railway Company.

Time for Purchase of Lands extended.

16. The Time limited by the *Cheddar* Act for the compulsory Purchase of the Lands authorized to be taken by that Act shall be extended for a Period of One Year, to be computed from the Expiration of the Period limited in that Act.

Unexecuted Works of Cheddar Valley Railway to be executed by Bristol and Exeter Railway Company.

17. All Works which, under the Provisions of the *Cheddar* Act, the *Somerset* Company is authorized or required to execute and complete for the Purposes of the Railway authorized by that Act, and which have not been executed and completed at the passing of this Act, may or shall (as the Case may be), subject to the Provisions of this Act, be executed or completed by the Company; and the Company shall for that Purpose, but subject to the Provisions of this Act, have and be subject to all the Powers, Rights, and Conditions, whether with regard to the Purchase or taking of Land or the Execution of Works or otherwise, which but for this Act might have been exercised or performed by or would have been binding upon the *Somerset* Company.

So of Contracts for Land, &c.

18. In all Cases in which the *Somerset* Company, under the Powers or Provisions of the *Cheddar* Act, have entered into any Contract for the Purchase of or taken or used any Land which at the passing of this Act shall not have been effectually conveyed to that Company, or the Purchase Money in respect of which shall not have been duly paid by that Company, then and in every such Case such Contract, if in force at the Time of the passing of this Act, shall

shall thereafter be completed by and such Land shall be conveyed to the Company, or as the Company shall direct, and such Purchase Money shall be paid and applied pursuant to the *Cheddar* Act; and all the Clauses, Provisions, Powers, and Authorities contained in such Act in relation to the Completion of such Contract, and the Purchase and Conveyance of Lands, and the Payment and Application of the Purchase Money in respect thereof, shall be construed and taken as if the Company were named in such Act and Contract or Agreement instead of the *Somerset and Dorset* Railway Company.

General Saving of Rights.

19. Notwithstanding the Transfer of the Railways authorized by the *Cheddar* Act, and except only as by this Act is otherwise expressly provided, everything before the Commencement of this Act done, suffered, and confirmed respectively by the *Somerset* Company or the Company shall be as valid and effectual as if this Act were not passed; and such Transfer and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Transfer had not happened and this Act were not passed, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively; and as to all such Rights, Liabilities, Claims, and Demands in respect of the Railways authorized by the *Cheddar* Act, the Company shall to all Intents and Purposes represent the *Somerset* Company: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

Repeal of Part of Cheddar Act.

20. Sections Thirteen, Twenty, Twenty-one, Twenty-two, Twenty-three, Twenty-four, and Twenty-five of the *Cheddar* Act are hereby repealed.

Penalty for Non-completion of Cheddar Valley Railway.

21. After the Expiration of the Period by the *Cheddar* Act limited for the Completion of the Railways thereby authorized, if they be not then completed, the Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the Railways are completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it appears, by a Certificate to be obtained from the Board of Trade, that the Company were prevented from completing or opening the Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

22. The

Railways to be Part of Undertaking of Company.

22. The Railways authorized by the *Cheddar* Act shall, for the Purposes of Tolls and Charges, and all other Purposes, be deemed Part of the Undertaking of the Company.

Agreement in Schedule confirmed.

23. The Agreement between the Company and the *Somerset and Dorset* Railway Company which is set forth in the Schedule to this Act annexed is by this Act confirmed and made binding on all Parties interested, and shall have full Effect as if the Provisions thereof were set forth and enacted in the Body of this Act.

As to Broad Gauge Junction at Wells.

24. It shall be lawful for the Company, on default of the *Somerset* Company so to do within Six Months after being required by the Company, on that Portion of the *Somerset* Company's Railway which lies between the authorized Junction of the *Cheddar Valley* Railway with the *Somerset and Dorset* Railway and the Broad Gauge Rails of the *East Somerset* Railway, at the Turnpike Road or Street separating the Station of the *Somerset* Company from the *East Somerset* Railway at *Wells*, to lay down additional Rails for the Broad Gauge so as to give to the Company a free and unrestricted Communication for the Purposes of all Traffic whatsoever between the *Cheddar Valley* Railway and the *East Somerset* Railway; and it shall be lawful for the Company to enter into and upon the Railway and Station of the *Somerset* Company for the Purpose of executing and to execute such Works, doing as little Damage as may be in the Alterations necessary for the Purpose of providing such Communication, and interfering with the Traffic and Use of the *Somerset and Dorset* Railway only so far as may be needful for executing such Works, and, except as is otherwise provided by the Agreement set forth in the Schedule to this Act annexed, making to the *Somerset* Company full Compensation for all such Damage.

Running Powers over Broad Gauge Junction.

25. The Company may pass over and use, for the Purposes of Traffic of all Kinds whatsoever, and with their Engines, Carriages, and Servants, the Portion of Railway aforesaid which lies between the authorized Junction of the *Cheddar Valley* Railway with the *Somerset and Dorset* Railway, and the Broad Gauge Rails of the *East Somerset* Railway Company, and all Works and Conveniences connected therewith, including the Passenger Station of the *Somerset* Company at *Wells*, upon such Terms and Conditions and under such Regulations as are expressed in the Agreement set forth in the Schedule to this Act annexed.

Power to purchase Lands shown on deposited Plans.

26. And whereas Plans (herein-after referred to as the deposited Plans) have been deposited with the Clerks of the Peace for the Counties of *Somerset* and *Devon* and for the City and County of *Bristol*, describing the additional Lands which the Company require for

for the Purposes of their Undertaking, with a Book of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands which may be taken under the Powers of this Act: Therefore, subject to the Provisions in this Act contained, it shall be lawful for the Company to enter upon, take, and use such of the Lands within the Parishes next herein-after mentioned as are described upon the deposited Plans and in the Book of Reference thereto as may be necessary for the Purposes of the Undertaking of the Company.

Describing the Lands.

27. Subject to the Provisions of this Act, the Lands delineated on the deposited Plans, and described in the Book of Reference thereto, which the Company may purchase and take under the Powers of this Act, are the following; (that is to say,)

Lands, Houses, and Property in the Parish of *Saint Mary Redcliffe* in the City and County of *Bristol* situate adjoining the Turnpike Road leading from the Bridge called *Bath Bridge* to *Totterdown* in the said City and County, and adjoining or near to the Premises and Works belonging to the Company;

Lands, Houses, and Property in the Parish of *Temple,* otherwise *Holy Cross,* in the City and County of *Bristol,* situate adjoining *Bath Parade* and the Road leading from *Bath Bridge* to the *Bristol* Cattle Market;

Lands, Houses, and Property situate in the said Parish of *Temple,* otherwise *Holy Cross,* and lying between the *Bristol* Cattle Market and the Floating Harbour;

Lands, Houses, and Property situate in the said Parish of *Temple,* otherwise *Holy Cross,* being the North-west Corner of the said *Bristol* Cattle Market;

Lands, Houses, and Property in the Parish of *Hutton* in the County of *Somerset* situate on both Sides of the Main Line of the *Bristol and Exeter* Railway at or near the *Weston-super-Mare* Junction in the said Parish of *Hutton;*

Lands, Houses, and Property in the Parish of *Bridgwater* in the County of *Somerset* situate on the West Side of the *Bridgwater* Station;

Lands, Houses, and Property in the Parish of *Cullompton,* otherwise *Collumpton,* in the County of *Devon,* situate on the East Side of the *Cullompton* or *Collumpton* Station in such Parish.

Powers for compulsory Purchases limited.

28. The Powers by this Act granted to the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Extension of Time for purchasing certain additional Lands.

29. The Time limited by the Act of 1863 for the compulsory Purchase of the Lands authorized to be taken by that Act in the Parish of *Bedminster* in the City and County of *Bristol*, in the Parishes of *Hutton*, *Burnham*, *Taunton Saint James*, *Wellington*, *Ilminster*, and *Chard*, in the County of *Somerset*, the Parish of *Broadclist* in the County of *Devon*, and in the Parish of *Saint David* in the City and County of *Exeter*, and described on the Plans and in the Book of Reference thereto deposited as mentioned in such Act, shall be extended and enlarged for the Period of One Year, to be computed from the Expiration of the Period limited by such Act.

Arrangements with Cattle Market Trustees.

30. The Company and the Trustees of the *Bristol* Cattle Market may from Time to Time enter into and carry into effect Agreements for any of the following Purposes:

The Purchase by or vesting in the Company of the Portion of the Cattle Market shown on the deposited Plans referred to in this Act:

The Substitution and Conveyance of any other Lands belonging to the Company to the Trustees, and the Addition to and Enlargement of the Cattle Market by the Appropriation and Use of such substituted Lands for the Purposes of the Cattle Market:

The Payments to be made by either Party to the other by way of Equality of Exchange:

The Removal and Erection of any Buildings upon any of the Lands so exchanged:

Provided always, that any Lands appropriated to the Cattle Market under any such Agreement shall be deemed Part of the Cattle Market for all Purposes, and may be appropriated and used by the Trustees of the Cattle Market accordingly.

Power to lay Narrow Gauge on Portion of Railway.

31. It shall be lawful for the Company to lay down, upon all or any Part of their Railway between *Highbridge* and the *Weston-super-Mare* Junction, Rails to adapt the said Portion of their Railway to the Passage of Engines and Carriages on the Narrow Gauge in addition to the Broad Gauge.

Saving Rights of Somerset Company.

32. Except only as is by this Act expressly provided, this Act or anything therein shall not take away, lessen, prejudice, or alter any of the Estates, Interests, Rights, Powers, and Privileges of the *Somerset* Company.

Interest or Dividend on Calls not to be paid out of Capital.

33. The Company shall not, out of any Money by this Act or any Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest

Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be created: Provided always, that the Company may pay to any such Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

34. The Company shall not, out of any Money by any Act relating to the Company authorized to be raised for the Purposes of such Act or Acts, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any Railway, or to execute any other Work or Undertaking.

Railway not exempt from Provisions of present and future General Acts.

35. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act or the said recited Acts authorized from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or hereafter passed in the present 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 Tolls for small Parcels, authorized by this or the recited Acts.

Expenses of Act.

36. The Expenses, Costs, and Charges of preparing and passing this Act, and incidental thereto, shall be paid by the Company.

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SCHEDULE referred to in the foregoing Act.

ARTICLES of AGREEMENT, made the Sixth Day of March 1865, between the Bristol and Exeter Railway Company (herein-after called the Bristol Company) of the One Part, and the Somerset and Dorset Railway Company (herein-after called the Somerset Company) of the other Part, which Two Companies are hereafter in this Agreement called the Companies.

The Companies, for themselves respectively and their respective Assigns, for the mutual Considerations hereafter in this Agreement appearing, hereby agree as follows:

Article 1. This Agreement (except where expressly otherwise provided) shall have effect only in the event of the Bristol Company being empowered by Act of Parliament to make the Railway authorized by "The Cheddar Valley and Yatton Railway Act, 1864," (hereafter in this Agreement called "the Cheddar Railway,") and to lay down additional Rails for the Broad Gauge on that Portion of the Somerset Company's Railway which lies between the authorized Junction therewith of the Cheddar Railway and the present Termination of the Broad Gauge Rails of the East Somerset Railway at the Turnpike Road or Street separating the Somerset Company's Station at Wells from the East Somerset Railway, so as to give to the Bristol Company a free and unrestricted Communication for the Purposes of all Traffic whatever between the Cheddar Railway and the East Somerset Railway.

Article 2. The Somerset Company will not in any Manner oppose the passing of Clauses 25 and 26 of "The Bristol and Exeter Railway (Additional Powers) Bill," deposited for the Session of 1865 by the Bristol Company in the Form in which those Clauses appear in the Bill, subject, nevertheless, to any Modification thereof agreed on between the Companies during the Progress of the Bill.

Article 3. The authorized Junction or Junctions between the Cheddar Railway and the Somerset Company's Railway shall, at the Option of the Bristol Company, be made either at one or at both of the Points indicated on the Plans deposited for the Purposes of the Application for the Act authorizing the Cheddar Railway, subject to the reasonable Approval of the Engineer of the Somerset Company, or, by Agreement with the Somerset Company, at some other Point or Points within the authorized Limits of Deviation of the Cheddar Railway, and in the latter Case the same shall be made in such Manner as may be agreed on between the Engineers of the Companies; and in case of Difference between the Companies as to such reasonable Approval as aforesaid, or in case of Failure of Agreement between the Engineers in the Matter aforesaid, the Question shall be determined by a competent and impartial Civil Engineer agreed on between the Companies, or failing Agreement between them as to an Engineer, then by a competent and impartial Civil Engineer appointed by the Board of Trade, on the Application of the Companies or either of them; the Expenses of such Reference to be borne by the Bristol Company, unless otherwise awarded by such Engineer.

Article 4. The Bristol Company shall execute and shall bear the Expense of every Alteration or Reconstruction of or Addition to the Somerset Company's Passenger and Goods Stations at Wells, or either of them, and of any Buildings, Approaches, Yards, Sidings, Works, and Conveniences connected therewith, which may become necessary or proper by reason of the Construction of the Junction or Junctions aforesaid, or for the Purpose of carrying this Agreement

Agreement into effect; the Extent, Manner, and Expense of such Alteration or Reconstruction, or Addition or other Works, to be agreed on between the Engineers of the Companies, or, in case of Difference between the Engineers, the Question shall be determined by a competent and impartial Civil Engineer agreed on between the Companies, or failing Agreement between them as to any Engineer, then by a competent and impartial Civil Engineer appointed by the Board of Trade, on the Application of the Companies or either of them; the Expense of such Reference to be borne by the Bristol Company, unless otherwise awarded by such Engineer.

Article 5. The Somerset Company shall be under no Obligation whatsoever to provide for any such Alteration, Reconstruction, Addition, or other Works any Lands other than Lands they now possess; and if any other Lands are required for the Purposes of Article 4 of this Agreement, the Bristol Company shall purchase the same, and immediately convey the same to the Somerset Company, so that the same, and all Buildings, Erections, and Works from Time to Time provided thereon, shall be the Property of the Somerset Company.

Article 6. The Determination of the Engineer so agreed on or appointed, as in Article 4. provided, shall in every Instance be governed by the Principle that such Passenger and Goods Stations, or either of them, or the Buildings, Approaches, Yards, Sidings, Works, or Conveniences connected therewith respectively, are or is, as far as practicable, to be so altered or reconstructed, or added to or made, so as to afford to the Somerset Company Accommodation of not less Extent or Convenience in any respect than that now enjoyed by them at their Passenger and Goods Stations at Wells, and that such Stations, or either of them, and the Buildings, Approaches, Yards, Sidings, Works, and Conveniences connected therewith respectively, are not or is not to be so altered or reconstructed or added to as to be more expensive to maintain or work, or to be less accessible from the City of Wells, than are the present Stations, Yards, Sidings, Works, and Conveniences there, or otherwise to be liable to any reasonable Objection to which the present Station, and its Yards, Sidings, and Conveniences there are not subject: Provided, that any such Objection be made within Three Calendar Months after the Completion of the Works, and Notice thereof in Writing shall have been given by the Bristol Company to the Somerset Company.

In the event of the aforesaid Objections being made within the said Period of Three Months, and in case the Matters in Difference be not arranged or agreed upon within One Month after Notice of Objection, the Question or Questions in Difference shall be determined by Reference in the same Manner as is provided for in Article 4; and the Arbitrator so appointed in accordance with such Article shall decide upon the Reasonableness of the Objection taken by the Somerset Company, or what Alterations, if any, in existing Works shall be made, or what further or additional Works, if any, shall be executed or provided by the Bristol Company, and such Arbitrator shall also decide the Amount by way of Equivalent in Money, whether annual or gross, which the Somerset Company would be entitled to as Compensation in lieu of or substitution for such additional Works. The Bristol Company shall have the Option of executing the Works aforesaid, or of paying to the Somerset Company the Amount, annual or gross, so awarded as Compensation or Substitution as aforesaid. The said Works, if executed by the Bristol Company, shall be done and performed to the reasonable Satisfaction of the Somerset Company's Engineer, and within such Time as shall be determined by the Arbitrator.

Article 7. Every such Alteration or Reconstruction of or Additions to the present Stations,

Stations, Yards, Sidings, Works, or Conveniences, or any of them, shall be carried into effect by the Bristol Company in such Manner as to occasion as little Inconvenience as possible to the Somerset Company; and the Bristol Company shall pay to the Somerset Company any extra Expense the Somerset Company may necessarily incur for the Conduct of their Traffic, owing to and during the Alterations or Reconstruction or Additions aforesaid.

Article 8. The Bristol Company shall, but subject to the reasonable Regulations of the Somerset Company, and to the other Stipulations of this Agreement, for ever have the Use of the present or any future Passenger Station at Wells of the Somerset Company, and of the Yards and Conveniences connected therewith, as follows; (that is to say,)

1. The Bristol Company shall have in the Station a separate Booking Office suitable and convenient in all respects for their Passenger Traffic, with their own Clerk or Clerks for the Purposes thereof:
2. The Bristol Company shall be at liberty, if they think fit, to employ at the Station their own Ticket Collector or Collectors:
3. The Waiting Rooms and other Conveniences (but exclusive of Telegraphs) in or at the Station shall be used in common for the Purposes of the Passenger Traffic of both the Companies:

But in all other respects the exclusive Control of the Somerset Company over the said Station, Yard, and Conveniences shall remain unaffected by this Agreement otherwise than as provided therein.

Article 9. The Somerset Company shall at all Times afford to the Bristol Company the Services of such Officers, Clerks, and Servants as may be necessary for the Purposes of the Passenger Traffic of the Bristol Company in or at the Somerset Company's present or future Passenger Station at Wells, and shall at all Times furnish the same Station with such a Supply of Gas Light, Fire, and Water as may be necessary for those Purposes.

Article 10. The Times of Arrival and Departure of the Passenger Trains of the Companies respectively at and from the Somerset Company's present or future Passenger Station at Wells shall, so long as the Bristol Company occupy Part of that Station, be from Time to Time fixed by Agreement between the Companies, and every Alteration thereof shall take effect only on and after the First Day of a Calendar Month, and shall be agreed on not less than Ten Days before the First Day of the respective Month.

Article 11. The Somerset Company shall afford all reasonable Facilities for the Passage in Broad Gauge Trains of the Bristol Company's Passenger and Goods Traffic over that Portion of the Somerset Company's Railway which lies between the authorized Junction therewith of the Cheddar Railway and the present Termination of the Broad Gauge Rails of the East Somerset Railway, and through the Somerset Company's present or future Passenger Station at Wells, and the Facilities so afforded shall be subject to reasonable Regulations from Time to Time made by the Somerset Company.

Article 12. The Bristol Company shall for ever pay to the Somerset Company, as Compensation or Rent for the Easement or Passage for the Bristol Company's Traffic over that Portion of the Somerset Company's Railway which lies between the authorized Junction therewith of the Cheddar Railway and the present Termination of the Broad Gauge Rails of the East Somerset Railway, and for the Use as aforesaid by the Bristol Company of the Somerset Company's present or future Passenger Station at Wells, the Sum of Four hundred Pounds per Annum; the Sum of Two hundred Pounds, Part thereof, being deemed to be paid as Compensation or Rent in respect of the said Easement, and the Residue thereof being deemed to be paid as Compensation or Rent for

for the Use of the Passenger Station, and for the Services of such Officers, Clerks, and Servants of the Somerset Company as may be necessary for the Purposes of the Bristol Company's Passenger Traffic in or at the Somerset Company's present or future Passenger Station, and in consideration of the Somerset Company furnishing the same Station with such a Supply of Gas Light, Fire, and Water as may be necessary for the Purposes of the Bristol Company's Passenger Traffic, the Compensation or Rent of Four hundred Pounds per Annum being deemed to be in full Discharge of all Claims or Demands of the Somerset Company against the Bristol Company in respect of all or any of the Matters for which the same is herein-before expressed to be made payable.

Article 13. The said Compensation or Rent of Four hundred Pounds per Annum shall be paid by the Bristol Company to the Somerset Company, without any Deduction whatever, by equal half-yearly Payments on the First Day of March and the First Day of September in every Year, such Compensation or Rent being reckoned to commence on and from the Day of the Commencement of any of the Works under this Agreement.

Article 14. In the event of the Bristol Company at any Time desiring to discontinue the Use of the Somerset Company's present or future Passenger Station at Wells, they shall (notwithstanding anything in this Agreement to the contrary) be at liberty to do so on giving Notice of their Intention to do so, in Writing under the Hand of their Secretary to the Somerset Company, not less than Six Calendar Months before such Discontinuance; but nothing in the present Article or in any such Notice shall affect the Easement or Passage for the Bristol Company's Traffic as aforesaid.

Article 15. On the Expiration of the said Period of Six Calendar Months all the Stipulations of this Agreement relative to anything to be provided or done by the Somerset Company consequent on or incidental to the Use by the Bristol Company of the Somerset Company's present or future Passenger Station at Wells shall cease to operate, and the Sum of Two hundred Pounds per Annum, Part of the said Compensation or Rent of Four hundred Pounds per Annum, shall (notwithstanding anything in this Agreement to the contrary) cease to be payable, but without Prejudice to the Recovery by the Somerset Company of any Sum in respect thereof already accrued due at the Expiration of that Period for any Half Year, or proportionately for any incomplete Half Year, which Sum shall be recoverable accordingly as if a Notice of Discontinuance as aforesaid had not been given; but the Sum of Two hundred Pounds per Annum, Residue of the said Sum of Four hundred Pounds per Annum, shall continue payable at the same Times and in all respects in the same Manner as under this Agreement the Sum of Four hundred Pounds per Annum is made payable.

Article 16. All Alterations and Reconstructions of and Additions to the Somerset Company's present or future Passenger Station at Wells from Time to Time made by the Bristol Company, and the Lands occupied thereby, shall from Time to Time when and as the same are so made become and shall for ever thereafter be the absolute Property of the Somerset Company; and if any new Passenger Station at Wells be provided by the Bristol Company on Lands of the Somerset Company, or to be conveyed to the Somerset Company as herein-before mentioned, for the Purpose of carrying this Agreement into effect, by way of Reconstruction of or Substitution for the Somerset Company's now existing Passenger Station there, the same shall in like Manner become and be the absolute Property of the Somerset Company, and in every Case as if the Alterations, Additions, Reconstruction, or Substitution had been effected, and the Lands occupied thereby had been acquired, by and at the Expense of

the Somerset Company solely, and when requisite the same shall be duly conveyed to the Somerset Company.

Article 17. The Bristol Company shall, for the Purposes of their own Goods Traffic, have at Wells a Goods Station separate and distinct in Position and Management from the Goods Station of the Somerset Company, and provide and keep such Officers, Clerks, and Servants as may be requisite, and shall also provide whatever Sheds they require for their Passenger and Goods Engines, and all Gas, Coals, and other Conveniences connected with their Goods Station at Wells.

Article 18. The Bristol Company shall provide for their Passenger and Goods Traffic respectively, and all Matters connected therewith, all Requisites and Conveniences which the Somerset Company are not by this Agreement expressly bound to provide for the same.

Article 19. Forthwith on the Execution of this Agreement by the Somerset Company the Bristol Company shall abandon the Bill for "The East Somerset and Cheddar Valley Junction Railway Act, 1865," deposited by them, and withdraw their Petition for that Bill.

Article 20. All the Costs, as well of the Bristol Company as of the Somerset Company, of the Preparation of this Agreement and relating thereto, shall be borne and paid by the Bristol Company.

Article 21. If and whenever any Difference arises between the Companies as to the Nature or Extent of any Facilities or Accommodation to be enjoyed by the Bristol Company under this Agreement, or as to any other Matter whatsoever occurring in the course of the Execution of this Agreement, or as to the Effect of this Agreement, or otherwise relating to any of the Subject Matters of this Agreement, then and in every such Case, except as expressly otherwise provided in this Agreement, the same shall be referred to and settled by Arbitration under "The Railway Companies Arbitration Act, 1859;" and for the Purposes of that Act this Agreement shall be deemed a Submission to Reference under that Act of every such Difference, and Section 29 of that Act shall be deemed to be incorporated with and to form Part of this Agreement.

Article 22. This Agreement shall be without Prejudice to all Terms of every other Agreement between the Companies heretofore entered into and not yet completely performed or satisfied.

In witness whereof the said Bristol and Exeter Railway Company and the Somerset and Dorset Railway Company have caused their respective Common Seals to be hereunto affixed, the Day and Year first above written.

The Seal of the Bristol and Exeter Railway Company.

The Seal of the Somerset and Dorset Railway Company.

[*Note.*—The Clauses 25 and 26 referred to in Article 2 are Sections 24 and 25 of this Act.]

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