ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. cclvii.

An Act for making Extension or Connecting Lines of Railway in the City of *Bristol*; and for other Purposes. [25th *July* 1864.]

WHEREAS the making of Extensions of the authorized *Bristol Port* Railway to connect the same with the *Bristol* Floating Harbour and Docks and with the *Great Western* Railway, the *Midland* Railway, and the *Bristol and Exeter* Railway at *Bristol*, would be of great public and local Advantage: And whereas the Persons herein-after named, with others, are willing at their own Expense to carry the said Undertaking into execution if authorized by Parliament so to do, and are desirous of being incorporated into a Company for that Purpose: And whereas it is expedient that the Company so to be incorporated should be enabled to enter into working and other Agreements and Arrangements with the *Bristol Port* Railway and Pier Company (herein-after called "the Port Company"), the *Great Western* Railway Company, the *Midland* Railway Company, the *Bristol and Exeter* Railway Company, and the *Bristol and North Somerset* Railway Company, and the Mayor, Aldermen, and Burgesses of the City of *Bristol* (in this Act called "the Corporation"), as herein-after provided: And whereas it is expedient that the Port Company should be authorized to subscribe

subscribe towards the proposed Undertaking: And whereas Plans and Sections of the intended Railways, showing the Line and Levels thereof, with a Book of Reference to the Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands through which the said Railways will pass, have been deposited with the Clerk of the Peace for the City and County of *Bristol*, and such Plans, Sections, and Book of Reference are in this Act referred to as the deposited Plans, Sections, and Book of Reference: And whereas the several Purposes 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; (that is to say,)

8 & 9 Vict. cc. 16. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

1. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares) of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the Construction of a Railway) and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act.

Interpretation of Terms.

2. In this Act, and in any of the Acts or Parts of Acts incorporated with this Act, the Words "the Company" shall mean the Company incorporated by this Act; and the Words "the Railways" shall mean the Railways and the Works connected therewith, by this Act authorized to be constructed; and the Expression "Superior Court" or "Court of competent Jurisdiction," or any other like Expression in this Act, shall 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.

Short Title.

3. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Bristol Port Extension* Railways Act, 1864."

Subscribers incorporated.

4. *Philip William Skynner Miles*, *Henry Hurry Goodeve*, *William Terrell*, Major the Honourable *Standish Prendergast Vereker*, *Elisha Smith Robinson*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively shall be united into a Company for the Purposes of the Undertaking, and such Company shall be incorporated by the Name of "The *Bristol Port Extension* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common

Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restriction herein and in the said Acts contained.

Capital.

5. The Capital of the Company shall be Four hundred and eighty thousand Pounds, and shall be divided into Twenty-four thousand Shares of Twenty Pounds each, and no Share shall be issued by the Company, or shall vest in the Person accepting the same, until not less than Twenty *per Centum* on the nominal Amount thereof shall have been paid thereon.

Calls.

6. Three Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share.

Power to borrow on Mortgage.

7. The Company may borrow on Mortgage any Sums not exceeding in the whole the Sum of One hundred and sixty thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Four hundred and eighty thousand Pounds shall have been subscribed for and One Half thereof shall have been actually paid up, and until 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 all the Shares have been issued, and that Twenty *per Centum* at least has been paid on each separate Share at the Time of the Issue and Acceptance thereof, and that the whole of the said Capital of Four hundred and eighty thousand Pounds has been subscribed for *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Facts the Certificate of such Justice under that Section shall be sufficient Evidence).

Arrears may be enforced by the Appointment of a Receiver.

8. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of such Receiver, in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Sixteen thousand Pounds in the whole.

Application of Monies.

9. All and every Part of the Money raised under this Act, whether by Shares or borrowing, shall be applied only for the Purposes authorized by this Act.

10. The

First and other Meetings.

10. The First Ordinary Meeting of the Company shall be held within Nine Months next after the passing of this Act.

Quorum of General Meetings.

11. The Quorum of General Meetings of the Company shall be Ten Shareholders present, personally or by proxy, holding in the aggregate not less than Ten thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

12. The Number of Directors shall be Five, and the Qualification of a Director shall be the Possession in his own Right of Twenty-five Shares in the Undertaking.

Directors.

13. *Philip William Skynner Miles*, *Henry Hurry Goodeve*, *William Terrell*, Major the Honourable *Standish Prendergast Vereker*, and *Elisha Smith Robinson* shall be the First Directors of the Company; and shall continue in Office until the First Ordinary Meeting to be held in the Year One thousand eight hundred and sixty-five; and at that Meeting the Shareholders present, personally or by proxy, may either continue in Office the First Directors or any of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible for Re-election; and at the First Ordinary Meeting of the Company to be held in the Year One thousand eight hundred and sixty-six, and at their First Ordinary Meeting in every subsequent Year, the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845."

Power to increase Directors.

14. It shall be lawful for the Company to increase the Number of such Directors so that the same shall not exceed Eight in the whole.

Quorum.

15. The Quorum of a Meeting of Directors shall be Three.

Power to make Railways according to deposited Plans.

16. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railways herein-after described, with all proper Stations, Sidings, Wharfs, Junctions, Approaches, Works, and Conveniences in the Lines and upon the Lands delineated on the deposited Plans and described in the deposited Book of Reference, and according to the Levels defined on the deposited Sections; and the Company may enter

enter upon, take, and use such of the said Lands as they may deem necessary for such Purposes.

Describing Line of Railway.

17. The Railways which the Company may make and maintain under the Powers of this Act comprise the following, and will be wholly situate in the City and County of *Bristol*, to wit:

First, a Railway (No. 1) commencing in the Parish of *Clifton* in the City and County of *Bristol*, by a Junction with the authorized Line of the *Bristol Port* Railway, at or near a Point One hundred Yards or thereabouts North-westward of the Corner of the Eastern Pier of the *Clifton* Suspension Bridge, and terminating in the Parish of *Clifton* aforesaid at or near *Clifton Wood Terrace*, Twenty Yards or thereabouts Westward of a House now occupied by *Thomas Rawlings Egelstaff* situate in *Clifton Wood Terrace:*

Secondly, a Railway (No. 2) commencing in the Parish of *Clifton* aforesaid at the Point of Termination herein-before described of the proposed Railway (No. 1), and terminating in the Parish of *Saint John* in the City and County of *Bristol*, at a Point in *Christmas Street* opposite to the Southern End of the Street or Way known as *Saint John's Bridge:*

Thirdly, a Railway (No. 3) commencing in the Parish of *Saint John* aforesaid at the Point of Termination herein-before described of the proposed Railway (No. 2) and terminating in the Parish of *Saint Philip and Jacob-Out* in the City and County of *Bristol* by a Junction with the *Great Western* Railway on the Bridge carrying such last-mentioned Railway over *Avon Street:*

Fourthly, a Railway (No. 4) commencing in the *Castle Precincts* in the City and County of *Bristol*, from and out of the proposed Railway (No. 3) at a Point in the Floating Harbour Eighty Yards or thereabouts to the North-west of *Saint Philip's Bridge*, and terminating in the Parish of *Saint Stephen* in the said City and County of *Bristol*, on the public Quay called the *Grove* at the Point where the *Grove* and *Princes Street* now unite:

Fifthly, a Railway (No. 5) commencing in the Parish of *Saint Augustine* in the City and County of *Bristol* by a Junction with the proposed Railway (No. 2) at a Point Seventy Yards or thereabouts South-westward of *Park Street*, in the Garden attached to the House No. 3 in *Great George Street*, now in the Occupation of *Cam Gyde Heaven*, and terminating in the said Parish of *Saint Augustine* on the Northern Bank of the Floating Harbour, at or near to the South-western End of the Premises known as *Liverpool* Wharf:

Sixthly, a Railway (No. 6) commencing in the said Parish of *Saint Augustine*, in the said City and County of *Bristol*, by a Junction with the proposed Railway (No. 5), on the North Bank of the Floating Harbour, at a Point measured along the Edge of the

Harbour Two hundred and fifty-five Yards or thereabouts from the South-western End of the said Premises known as *Liverpool* Wharf, and Termination in the said Parish of *Clifton*, at the Western End of the Quay on the Northern Bank of the Floating Harbour known as *Mardyke* Wharf:

Seventhly, a Railway (No. 7) commencing in the Parish of *Temple*, otherwise *Holy Cross*, in the City and County of *Bristol*, by a Junction with the proposed Railway (No. 3) herein-before described in the Floating Harbour, at a Point Forty Yards or thereabouts North-westward of the Western Abutment of the Bridge carrying the *Great Western* Railway over the Floating Harbour, and terminating in the Parish of *Saint Philip and Jacob-Out*, in the City and County of *Bristol*, by a Junction with the Branch Railway from the *Midland* Railway to the Floating Harbour, at a Point Eighty-three Yards or thereabouts Northward of the Point where the said last-mentioned Branch Railway crosses the Street called *Barton Road*.

Power to cross a certain Road on the Level.

18. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," and "The Railways Clauses Act, 1863," contained with reference to the crossing of Roads on the Level, the Company may, in the Construction of the Railways by this Act authorized, carry the proposed Railway (No. 7) herein-before described, across and on the Level of the public Road (No. 24) in the Out Parish of *Saint Philip and Jacob*, on the Plans deposited as aforesaid: Provided always, that the Company shall not use any Carriage propelled by Steam or by Atmospheric Agency, or drawn by Ropes in connexion with a Stationary Engine, across such Road.

Restricting Powers of the Company as to Land and Works of the Midland Railway Company.

19. Unless with the Consent of the *Midland* Railway Company under their Common Seal first obtained, the Company shall not take or use any of the Land or Property of the *Midland* Railway Company, except so much thereof as shall be necessary for the Construction of Two Lines of Railway in the Course shown on the Plans thereof herein-before referred to, and of the Junction with the *Midland* Railway hereby authorized; and as to the Land or Property of the *Midland* Railway Company which the Company may take or use for the above Purposes, they shall purchase and take, and the *Midland* Railway Company shall sell and grant accordingly, only an Easement or Right of using the same for the Purposes of this Act.

Provisions as to making and maintaining Railway No. 3.

20. The Exercise of the Powers of this Act with respect to the making and maintaining of Railway No. 3 shall be subject to the following Conditions and Provisions:

First, so much of the Railway as will be situate within or upon the Property of the *Great Western* Railway Company shall be made only according to such Plans, Sections, Drawings, and Specifications as shall have been previously approved of in Writing by the *Great*

Great Western Railway Company, and the Execution of the Works so approved of shall be carried on under the Direction, Superintendence, and Control of the Engineer for the Time being appointed by the *Great Western* Railway Company for that Purpose:

Second, the Company shall, if required by the *Great Western* Company, make such a Wharf Wall or other Work along the Side of the Floating Harbour where their Property is passed through by the Railway, as will admit of the *Great Western* Company using their present Frontage along the Floating Harbour with as little Inconvenience from the Railway as Circumstances will admit of:

Third, with respect to any Lands or Property of the *Great Western* Company which the Company may under the Powers of their Act use, enter upon, or interfere with for the Purposes of the Railway, the Company shall not, except by Agreement, purchase and take the same, but the Company may purchase and take, and the *Great Western* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes of the Railway:

Fourth, the Compensation to be paid to the *Great Western* Company for the taking and using of any Portion of their Property, and for Severance and other consequential Damage occasioned by or by reason of the Formation of the Railway, shall be ascertained and determined by Arbitration in the Manner prescribed by "The Railway Companies Arbitration Act, 1859."

As to Bridges over Streets, &c., in Bristol.

21. The Bridges over all public Roads and Streets shall, except as in this Act is otherwise expressly provided, be Iron Girder Bridges, of the full Width of the Roads or Streets over which such Bridges shall respectively cross, and shall have a clear Headway of Sixteen Feet in Height, and shall be of a Form and Character suitable to the Requirements of a populous City, and shall also be of a neat and seemly Appearance, having regard to the Character of the respective Roads or Streets.

Dimensions of Bridges over Woodwell Crescent and Saint George's Road.

22. The Bridge carrying Railway No. 2 over the Road or Street fronting *Woodwell Crescent* shall be of at least Fifty Feet Span; and the Bridge carrying Railway No. 5 over *St. George's Road* shall be of at least Sixty Feet Span.

Bridges in Clifton to be of an ornamental Character.

23. The several Bridges in the Parish of *Clifton* shall be of an ornamental Character; and any adjoining Embankments shall be so planted and maintained as to be made as sightly and suitable to the Neighbourhood as may be and as the Corporation shall reasonably require.

24. All

Works within Floating Harbour at Bristol to be approved by Engineer of Corporation.

24. All Works within the River Banks or Floating Harbour shall be designed and executed according to Plans which shall be first submitted to and approved by the Engineer of the Corporation for the Time being; and in case any Difference shall arise in respect thereof the same shall be submitted to and settled by an Engineer to be appointed by the President of the Institution of Civil Engineers on the Application of either Party: Provided always, that it shall be lawful for the Company, with the Consent of the Corporation, to make any Variation or Modification in the Requirements contained in this Act as to the Construction of any such last-mentioned Works; and in any Case in which the Consent of the Corporation may be required for any of the aforesaid Purposes the same may be signified by Writing under the Hand of the Town Clerk of the City of *Bristol* for the Time being; provided also, that if the Corporation shall not object to any such Plans within Twenty-one Days after the same shall have been submitted they shall be deemed to have approved such Plans.

As to Works in Floating Harbour.

25. Where the Railway No. 3 is intended to be constructed within the Floating Harbour between *St. Philip's* Toll Bridge and the *Great Western* Railway Bridge, the Company shall not, without the Consent of the Corporation in Writing under their Corporate Seal, enter upon, take, or occupy for the said Railway or any Part of the Works connected therewith a greater Extent or any other Portion of the said Floating Harbour than is shown by a Green Colour on a Plan prepared for the Purpose signed by the Engineers of the Company and the Corporation and deposited with the Town Clerk, a Copy thereof being also deposited with the Clerk of the Peace for *Bristol*; and where the said Railway crosses from the East to the West Side of the Harbour the Bridge carrying the Railway shall not be of less Dimensions than Forty-five Feet clear Width of Waterway, and Fifteen Feet above the ordinary Level of the Floating Harbour clear Headway; and where the said Railway recrosses from the West Side to the East Side of the Harbour, the Bridge carrying the same or any other Lines of Railway connected therewith shall have the same Width of Waterway as the present Bridge, and the Viaduct carrying the Railway, as also the Railway No. 4, in the Floating Harbour, shall be formed on Iron Piles, or on an Embankment with proper and sufficient Retaining Walls, as may be required by the Corporation.

For the Protection of Queen Street Steps and of public Footpaths interfered with

26. The Passage of all public Footpaths which may be interfered with by Railways Nos. 1, 2, or 3, shall (except as is in this Act otherwise expressly provided) be provided for and preserved by the Construction of Bridges over or Archways under the said Railways, and the Company shall not take or interfere with *Queen Street Steps* (No.

(No. 82 on the deposited Plan, as regards the Parish of *St. Michael*) until a detailed Plan of the Works to be substituted in lieu thereof shall have been submitted to and approved by the Corporation acting as the Local Board of Health; and if any Difference shall arise as to the Sufficiency or adequate Convenience of the proposed substituted or altered Thoroughfare the same shall be referred to Arbitration on the Basis that the Company shall provide as convenient and ample a Thoroughfare as at present exists: Provided also, that if the Corporation shall not object to such detailed Plan within Twenty-one Days after the same shall have been submitted they shall be deemed to have approved such Plan.

by Railways Nos. 1, 2, and 3.

27. Before any public Street or Road is broken up or interfered with Fourteen Days Notice at least shall be given to the Local Board; but it shall be lawful for the Local Board, notwithstanding this Provision, to allow any such Street or Road to be broken up or interfered with on shorter Notice.

Notice to be given before any Interference with Streets.

28. And whereas for the Purpose of retaining proper Control over the public Quays, Wharfs, and Streets, and for public Convenience in regard to the ordinary Traffic thereof, the Corporation may desire that any Railways or Portions of Railways to be made on such public Property shall be made and maintained by them, and such Undertaking on the Part of the Corporation may partially interfere with or supersede the making by the Company of such Portion of Railway No. 4, authorized by this Act, as is proposed to be laid on the Quays called "the *Welsh Back*" and "the *Grove*," and also such Portion of Railway No. 6 as is proposed to be laid on the "*Hotwell Road*" and "*Mardyke* Wharf," therefore if the Corporation shall, on or before the Thirty-first Day of *August* One thousand eight hundred and sixty-six, obtain Powers from Parliament rendering it obligatory on them to make and maintain and shall make and maintain such Portions of Railways Nos. 4 and 6, or either of them, as are designed to be laid on any public Quay, Wharf, or Street, and shall make Arrangements for the Use of such Railways by the Company, and shall efficiently connect them with such other Portions of Railways Nos. 4 and 6 as the Company are authorized by this Act to make, the Powers hereby conferred upon the Company to make or maintain such Portions of the said Railways Nos. 4 and 6, and Works connected therewith as shall be so interfered with or superseded shall not be exercised by the Company; and until the said Thirty-first Day of *August* the Powers of the Company to make such Portions of the said Railways Nos. 4 and 6 and Works connected therewith as are proposed to be laid on any such public Quay, Wharf, or Street shall be suspended.

Reserving Power to the Corporation to make certain Portions of the Railways over the public Quays.

Act not to prejudice Rights of Corporation to apply to Parliament for Powers to lay out a System of Railways to accommodate the public Quays.

29. And whereas for the Purpose of increasing the Accommodation of the existing *Bristol* Docks, the Corporation may desire to obtain Parliamentary Powers to lay out and construct a System of Railways for the Purpose of further connecting the Quays, Wharfs, and Yards adjoining the Floating Harbour with the several Railways at *Bristol*, the Privileges acquired by the Company under this Act shall not affect or prejudice the Rights of the Corporation in any Application which they may make to Parliament for Power to construct such Works.

Powers of the Corporation with respect to Railways Nos. 4 and 6.

30. In case the Corporation shall construct a System of Railways which shall interfere with or supersede any Portion of the said Railways Nos. 4 and 6, or either of them, the following Provisions shall apply:

1. It shall be competent for the Corporation, if and when duly authorized so to do, to make, and they are hereby required to make, Arrangements with the Company and, if they so think fit, with any other Persons or Company for the leasing, working, or using such substituted Railways:
2. All proper and reasonable Facilities shall be afforded by the Company over any Railway constructed and maintained by them (to or from any other Line of Railway or Railway Station) for the Traffic to or from such Portions of Railways Nos. 4 and 6, or either of them, as shall be constructed by the Corporation, and the Corporation shall afford the like Facilities for the Conveyance to, from, or over such Railways as may be made in substitution for any Portions of Railways Nos. 4 and 6 as may be constructed by them of any Traffic brought to or from the Railways constructed by the Company.

As to Settlement of Disputes.

31. In case any Difference shall arise between the Corporation and the Company as to the Facilities herein-before provided for, every such Difference shall be referred to and be determined by an Arbitrator to be appointed by the President of the Institution of Civil Engineers, on the Application either of the Corporation or of the Company.

Power to alter Lines of Railways Nos. 4 and 6 with Consent of Corporation.

32. The Company (with the Permission of the Corporation to be first obtained), or the Corporation, may from Time to Time alter the Lines or Courses of the said Railways Nos. 4 and 6, so far as they shall be laid on any public Street, Road, or Quay; and the Company, with the like Permission of the Corporation, or the Corporation, may select such other Lines or Courses as the Company and the Corporation may think the City of *Bristol* or the Safety of the Public shall require, provided the same shall be as fully and efficiently connected with the Railways Nos. 2 and 3 respectively as the said Railways Nos. 4

Nos. 4 and 6 are hereby authorized to be connected; and such altered Railways Nos. 4 and 6 shall be maintained, altered, and kept in complete Repair by the Company at their own Expense in all Things to the Satisfaction of the Corporation: Provided always, that the Party desiring to alter any such Railway shall give to the other Party at least Six Weeks Notice of their Intention so to do, and shall accompany such Notice with a Plan or other sufficient Description of the Alteration proposed; and after the Expiration of such Notice, subject as herein-after mentioned, it shall be lawful for the Corporation or for the Company, at their own Expense respectively, to remove and alter the Position of either of the said Railways Nos. 4 and 6, so far as they shall be laid on any public Street, Road, or Quay; provided always, that the substituted or altered Railway shall be as good and efficient in all respects as that which may have been removed or altered, and the new Railway shall become the Property of the Company and shall be treated in all respects as though it was a Railway authorized by this Act.

Differences with Corporation of Bristol to be referred to Arbitration.

33. If any Difference shall arise between the Company and the Corporation as to the Propriety of altering the Line of the said Railways Nos. 4 and 6, or either of them, or as to the Sufficiency thereof, or as to the efficient and full Connexion thereof when altered, such Difference shall be settled by an Arbitrator to be appointed by the President of the Institution of Civil Engineers.

Power to Corporation to take up Railways Nos. 4, 6, and 7, for certain Purposes.

34. The Corporation may from Time to Time, upon Fourteen Days Notice to the Company, take up or authorize and empower any Corporation or Person to take up any Part or Parts of the said Railways Nos. 4, 6, and 7, so far as they shall be laid on any public Street or Quay, for the Purpose of making, repairing, altering, or widening any of the Drains for the Sewage of the City, or for cleansing, repairing, amending, and improving any Drain or Drains, or for laying, repairing, or altering any Gas, Water, or other Pipes or Mains whatsoever, the Corporation or such other Corporation or Persons as aforesaid at their or his own Expense replacing the Part or Parts of the Railway for the Time being to be taken up in an effectual and proper Manner and with all reasonable Despatch to the reasonable Satisfaction of the Engineer of the Company.

Use of Railways.

35. All Waggons, Trucks, and Carriages on Railways Nos. 4, 6, and 7 shall be propelled and conveyed in such Manner and at such Times and under such reasonable Restrictions in all respects as the Corporation shall from Time to Time by any Byelaw to be made by them under the Authority of this Act as herein-after provided from Time to Time direct; and the Restrictions herein-before contained with respect to the motive Power to be used on Railway No. 7 shall apply also to the said Railways Nos. 4 and 6.

36. It

Power to Council to make Byelaws.

36. It shall be lawful for the Corporation acting by the Council of the said City and they are hereby authorized and required to make such Byelaws as they shall think proper, and from Time to Time to alter or amend the same, for regulating the Use of the said Railways Nos. 4, 6, and 7, and for the preventing any Interruption in such Use, having regard to the Principle that the Use of the said Railways Nos. 4, 6, and 7 shall be rendered beneficial and advantageous to the Company; and all Persons having a Right to use the same, and the Company, and all Corporations and Persons whatsoever shall and they are hereby required to observe and keep such Byelaws under such Penalties and Forfeitures as shall be respectively fixed for the breaking or Nonperformance of the same; and the Ninetieth Section of "The Act to provide for the Regulation of Municipal Corporations in *England* and *Wales*" shall apply to such Byelaws.

Sect. 90 of 5 & 6 W. 4., c. 76., to apply to Byelaws.

Authenticated Byelaws to be Evidence.

37. In all Cases of Prosecution against any Person who shall violate any Byelaw as aforesaid the Production of a written or printed Paper or Parchment purporting to be a true Copy of the said Byelaws and authenticated by having the Seal of the Corporation affixed thereto shall be Evidence of the Existence and of the due making of such Byelaws.

Limiting Parts of Floating Harbour for Railways Nos. 4 and 6.

38. Nothing in this Act, nor in the deposited Plans and Sections nor Book of Reference contained, shall authorize the Company, without the Consent of the Corporation in Writing under their Corporate Seal, to enter upon, take, or occupy any Part of the Floating Harbour for the Purposes of Railways Nos. 4 and 6, or either of them, excepting as regards Railway No. 4, so much of the Floating Harbour as is shown by the Space coloured Blue on Copies of the Parliamentary Plan of the said Railway signed by the Engineers of the Company and the Corporation and deposited with the Town Clerk and Clerk of the Peace for *Bristol* respectively, and, excepting as regards Railway No. 6, so much of the Floating Harbour as is shown by the Space coloured Red on other duplicate Plans signed and deposited in the Manner aforesaid: Provided, that nothing in this Act contained shall preclude the Corporation from exercising any Rights of towing and mooring on *Canon's Marsh*, so that such towing and mooring shall be consistent with the reasonable Use of the said Railway.

To preserve the Width of certain specified Streets.

39. Notwithstanding anything contained in this Act or the deposited Plans and Book of Reference or otherwise, the Company shall not construct the proposed Railway No. 3, or the Works connected therewith, so as to reduce the Width of the Street leading from *Duck Lane* and the *Pithay* towards *Union Street* to a less Width than the narrowest Part of such Street as now existing, or so as to

to reduce the present Width of the Steps leading from such Street into *Union Street*.

Saving Rights of Corporation of Bristol.

40. Except as is by this Act expressly provided, nothing herein contained shall prejudice, diminish, alter, or take away any of the Privileges, Rights, Powers, or Authorities of the Corporation, either in their corporate Character as the Mayor, Aldermen, and Burgesses of the City of *Bristol*, or as the Local Board of Health, or as the Docks Committee of the said City.

Protecting Bristol United Gaslight Company.

41. And for the Protection of the *Bristol* United Gaslight Company be it enacted as follows:

The Company shall erect and at all Times hereafter maintain and keep in repair a Wall outside the present Wharf Wall of the *Brandon* Wharf belonging to the Gaslight Company, to the Height of the present Level of the Wharf, so that such Wall shall be the Water Boundary of the Tramway and sustain it on the South Side, and so that such Wall shall be built suitable for maintaining a Depth of Twelve Feet of Water below the usual Level of the Water of such Floating Harbour, and so that between such Wall and the Property of the said Gaslight Company the Tramway and the Foundation whereon the same is laid shall be substantially constructed to the Satisfaction of the Gaslight Company:

The Gaslight Company shall be at liberty to erect, and at all Times hereafter to maintain and use, Two Lifts across the Tramway adjoining to the said Wharf, in such Place or Places as they may from Time to Time require, such Lifts to have a minimum Headway of Twelve Feet over the Tramway, the Company paying to the Gaslight Company the extra Expense which may be occasioned to the Gaslight Company in the Erection of such Lifts in consequence of the Formation of the Tramway:

The Gaslight Company shall also be at liberty to erect, and at all Times hereafter to maintain and use, a Lift with a minimum Headway as aforesaid, and One or more moveable or fixed Crane or Cranes across the Tramway and Road in front of the remaining Portion of their Premises adjoining to the Floating Harbour in such Place or Places as the said Gaslight Company may from Time to Time desire, the Expense of erecting Two Cranes being defrayed by the Company:

The Gaslight Company shall at all Times consistently with a fair Use of the Tramway by the Company have free and uninterrupted Access by means of level Crossings to be provided by the Company across and over the Tramway to the Water of the

Floating Harbour for the whole Extent of their Premises fronting to the Floating Harbour:

The Company shall erect and for ever hereafter maintain Walls to fence the Works of the Gaslight Company from the Tramway, with such Gates and Openings as the Gaslight Company may require, such Walls to be the Property of the Gaslight Company:

The Companies may by common Consent vary any of the foregoing Provisions, so nevertheless that no such Alterations shall affect the Rights of other Parties or the other Provisions of this Act:

If any Differences shall arise between the Two Companies concerning any of the Matters in this Enactment contained, or concerning the Compensation which, having regard to the Works hereby provided for, shall in addition thereto be paid to the Gaslight Company for the taking of their Land, and for the Interference with their Works under the Powers of this Act, such Differences shall from Time to Time be settled by the Arbitration of some Person to be nominated by the Two Companies, or, if they cannot agree on an Arbitrator, then by some Person to be nominated by the Recorder of *Bristol*.

Notice to be given to Gas and Water Companies as to the Removal of Mains, &c.

42. If in the Execution of the Works and Powers hereby authorized, or any or either of them, the Company shall have occasion to alter the Level, Direction, or Situation of any Dock, Tramway, Quay, Street, Road, or Bridge, so as to render necessary or desirable the Removal or the Alteration of the Position or Level of any Mains or Pipes of the *Bristol* United Gaslight Company or the *Bristol* Waterworks Company, the Company shall give Ten Days Notice to the said Gaslight Company or the said Waterworks Company, as the Case may be; and the said Gaslight Company or 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 is herein otherwise expressly provided) in any way diminish or prejudice the Rights and Privileges of the said Gaslight Company or the said Waterworks Company under this Act or any other Acts or Act.

For Protection of the Bristol United Gaslight Company and the Bristol Waterworks Company.

43. Nothing in this Act contained shall interfere with the Exercise by the *Bristol* United Gaslight Company or the *Bristol* Waterworks Company of the Powers and Privileges conferred upon them respectively by any Acts or Act of Parliament relating to them respectively of laying down and maintaining, and as Occasion may require of repairing or altering any Mains or Pipes in and under any of the public Streets or Thoroughfares upon which any Railway may under the

the Authority of this Act be laid: Provided always, that the said Gaslight Company and 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, and shall in every Case cause as little Interference with every such Railway as may be, and also shall with all reasonable Despatch and to the reasonable Satisfaction of the Company replace the Part or Parts of the Railway for the Time being taken up by the said Gaslight Company or the said Waterworks Company, as the Case may be.

For Protection of the Clifton Suspension Bridge.

44. Where the Railway passes the North-eastern Pier or Abutment belonging to the *Clifton* Suspension Bridge Company, the Company shall divert the centre Line of their Railway shown upon the Parliamentary Plan to the South-westward, so that the Company shall not, without the Consent of the *Clifton* Bridge Company in constructing the said Railway, excavate or disturb any of the Rock lying under or adjacent to the said Pier or Abutment and being within a Distance of Forty-five Yards measured on either Side thereof from the Centre of the said Bridge; the Works of the Railway throughout this Length to be completed to the reasonable Satisfaction of the Engineers of the *Clifton* Suspension Bridge Company: Also, it shall not be lawful for the Company to take or enter upon any of the Lands belonging to the *Clifton* Suspension Bridge Company further than is necessary for the Works of the Railway: Provided, that nothing in this Act contained shall extend to authorize any Act by the Company which may interfere with or prejudicially affect the Works authorized by "The *Clifton* Suspension Bridge Act, 1861;" provided further, that the Restriction as to Distance herein-before contained shall not exempt the Company from Liability in case any Damage shall arise to the said Pier or Abutment or other Works of the *Clifton* Suspension Bridge Company by reason of the Construction of the intended Railway.

Lands for extraordinary Purposes.

45. The Quantity of Land to be taken by Agreement by the Company adjoining or near to the Railways for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Two Acres.

Powers for compulsory Purchases limited.

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

Period for Completion of Works.

47. If the Railway shall not be completed within Five Years from the passing of this Act, then, on the Expiration of such Period, the Powers by this Act granted to the Company for executing the same,

same, or otherwise in relation thereto, shall cease to be exercised except as to so much of the Railways as shall then be completed.

For securing Completion of Undertaking.

48. Whereas, pursuant to the Standing Order of both Houses of Parliament and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Forty-two thousand four hundred and thirty Pounds Eighteen Shillings and Ninepence Stock in the Three Pounds *per Centum* Consolidated Bank Annuities has been transferred into the Name of the Accountant General of the Court of Chancery in *England*, pursuant to the said Act, in respect to the Application to Parliament for this Act: And whereas the said Sum of Forty-two thousand four hundred and thirty Pounds Eighteen Shillings and Ninepence Stock was purchased with the Sum of Thirty-eight thousand five hundred and six Pounds One Shilling and Sixpence Sterling, which is Eight *per Centum* on Four hundred and eighty thousand Pounds, the estimated Expense of the Railways by this Act authorized: Therefore, notwithstanding anything contained in the said recited Act, the said Sum of Stock so transferred as aforesaid in respect of the Application for this Act or the Dividends of such Sum of Stock shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be transferred or paid to or on the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railways for the public Conveyance of Passengers or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Stock transferred as aforesaid and the Dividends thereof shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be transferred and paid by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so transferred and paid shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Thirty-eight thousand five hundred and six Pounds One Shilling and Sixpence Sterling shall have been executed by the Company with One or more Sureties, such Bond to be prepared to the Satisfaction of, and such

Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury, conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Thirty-eight thousand five hundred and six Pounds One Shilling and Six-pence Sterling, if the Company shall not within the Time limited for Completion of the Railways either open the Railways for the public Conveyance of Passengers or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of the said Act a Sum equal in Amount to such One Half of the said Capital; and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Stock, and the Dividends thereof, shall be transferred and paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Stock and the Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Company empowered to lay down Mixed Gauge.

49. The Company shall lay down and maintain on the Railways and Works by this Act authorized the necessary Rails and Apparatus so as to admit of the Passage along the same of Engines and Carriages, whether the same be adapted to the Broad Gauge or to the Narrow Gauge.

Maximum Rate of Charges for Passengers.

50. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers along the Railways, including the Tolls for the Use of the Railways, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance as aforesaid, shall not exceed the following Sums, which the Company are hereby empowered to demand and receive; (that is to say,)

For every Passenger conveyed in a First-class Carriage, the Sum of One Shilling:

For every Passenger conveyed in a Second-class Carriage, the Sum of Eightpence:

For every Passenger conveyed in a Third-class Carriage, the Sum of Sixpence.

For Cattle and Goods.

51. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rates of Charges to be made by the Company for the Conveyance thereof along the Railways, including the Tolls for the Use of the Railways and Waggons or Trucks and locomotive Power, and every Expense incidental to such Conveyance except a reasonable Sum for loading, covering, and unloading of Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, when such Services or any of them are or is performed by the Company, which Sum shall in no Case exceed the Amount of maximum Rate allowed for the respective Classes of Goods, shall not exceed the following Sums, which the said Company are hereby empowered to demand and receive; (that is to say,)

For every Horse, Mule, and other Beast of Draught or Burden, One Shilling and Fourpence:

For Cattle, the Sum of Ninepence *per* Head:

For Calves, Pigs, Sheep, and small Animals, Sixpence each:

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, One Shilling and Eightpence; and a like Sum of Tenpence for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Pig Iron, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, and Salt, and for all Coal, Slack, Cannel, Coke, Culm, and Cinders, the Sum of Eightpence *per* Ton:

For Sheet Iron, Hoop Iron, Bar Iron, and all other similar Descriptions of Wrought Iron, Elevenpence *per* Ton:

For Sugar, Corn and other Grain, Malt, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, Nails, Anvils, Vices, and Chains, the Sum of One Shilling *per* Ton:

For Cotton and other Wools, Drugs, manufactured Goods, Manchester Packs, and Metals (except Iron), the Sum of One Shilling and Twopence *per* Ton:

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, and Toys, the Sum of One Shilling and Sixpence *per* Ton:

For all Articles, Matters, and Things not herein-before specified, the Sum of One Shilling and Sixpence *per* Ton:

And the following Regulations shall apply to such maximum Rates and Charges:

The Company shall not be compellable to provide Waggons or Carriages for the Conveyance of Coal, Cannel, Slack, Culm, Coke, or Cinders; but where such Waggons or Carriages are not

not provided by the Company, a Deduction of One Eighth of a Penny *per* Ton *per* Mile shall be made from the above Rates of Carriage for as many Miles as the Company shall charge the said Rates.

Regulations as to Tolls.

52. For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

And with respect to all Articles, except Stone and Timber, the Weight shall be determined according to the Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

Tolls for small Parcels and single Articles of great Weight.

53. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls herein prescribed, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels on the Railways or any Part thereof, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For any Parcel not exceeding Fifty-six Pounds in Weight, Ninepence:

For any Parcel exceeding Fifty-six Pounds in Weight but not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Six Tons, the Company may demand such Sum as they think fit, not exceeding Two Shillings *per* Ton:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Six Tons, the Company may demand such Sum as they think fit.

Passengers Luggage.

54. Every Passenger travelling on the Railways or any Part thereof may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Company not bound to carry Manure.

55. Nothing herein contained shall render it compulsory on the Company to carry on their Railway any Nightsoil, Dung, Manure, Compost, or other offensive Matter.

As to Tolls on Railways Nos. 4, 5, and 6.

56. Provided always, That the maximum Rates of Charge to be made by the Company for the Conveyance of Goods, Carriages, and Animals over the Railways Nos. 4, 5, and 6, to or from the Terminus of Railway No. 3, shall not exceed as regards Railway No. 4 Two Third Parts of the maximum Charge for the Time being made by the Company on Railways Nos. 1, 2, and 3, and as regards Railways Nos. 5 and 6 Three Fourth Parts of such maximum Charge for the same Description of Traffic carried under like Circumstances.

Restrictions as to Charges not to apply to Special Trains.

57. The Restriction as to Charges to be made for Passengers does not extend to any Special Train required to be run on the Railways, but applies to every Express and Ordinary Train from Time to Time appointed by the Company for the Conveyance of Passengers and Goods on the Railways.

Company may take increased Charges by Agreement.

58. Nothing in this Act contained shall prevent the Company from taking an increased Charge, over and above the Charges by this Act limited, for the Conveyance of Goods of any Description by Agreement with the Owners or Persons in charge of the Goods, either with respect to the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service other than the Conveyance of the Goods performed by the Company with respect to the Goods.

Company to provide Depôt for Goods.

59. The Company shall provide in connexion with their Central Station on their Railway a good and sufficient Depôt or Depôts for the Reception and Accommodation of such Goods as shall be delivered at the Station for Transmission by them over Railways Nos. 1, 2, and 3, or either of them.

60. The

Power to enter into Working Arrangements.

60. The Company on the one hand, and the Port Company, the *Great Western* Railway Company, the *Midland* Railway Company, the *Bristol and Exeter* Railway Company, and the *Bristol and North Somerset* Railway Company (herein-after called "the Five Companies") or any of them, on the other hand, may from Time to Time enter into and carry into effect Contracts and Agreements with respect to the following Purposes or any of them; (that is to say,)

The Construction, Ownership, Maintenance, Management, Use, and working by the contracting Companies, or any One or more of them, of the Railways, Stations, and Works of the Company, and any Portion or Portions of the Undertakings of any other or others of the contracting Companies adjacent thereto:

The Collection, Conveyance, Regulation, Conduct, Transmission, Delivery, and Management of the whole or any Part of the Traffic upon the Railways and Works of all or any of the contracting Companies or any Part thereof, and the Employment of Officers and Servants:

The Supply, Maintenance, Repair, and User of any Rolling or Working Stock, and Engines required for such Purposes, and the Cost and Expenses of such Supply, Maintenance, Repair, and User:

The fixing, Appropriation, Division, Collection, taking and levying of Tolls, Rates, and Charges arising on the Railways of the contracting Companies or any of them, or any Part or Parts thereof, or the Works connected therewith, and the Payment of any Rent, Contribution, or other Consideration to be paid or allowed, or any Deduction, Allowance, or Guarantee to be made by any of the contracting Companies to the others or other of them:

The Construction, Alteration, or Enlargement of any Station or Stations, and the Appropriation, Ownership, Management, Maintenance, and Use of Stations, Buildings, and Land of any or either of the contracting Companies:

The Appointment of a Joint Committee of their respective Directors for all or any of those Purposes:

The Modification from Time to Time of any of the Rights or Liabilities under this Act of the contracting Companies respectively as between themselves:

Any of the Objects and Purposes aforesaid in which the contracting Companies are interested, and all Matters incidental thereto:

And (subject to the Provisions of this Act) any such Agreement may be made for the same Period of Time with reference to all the Objects aforesaid, or for different Periods and with reference to different Objects.

Notice of any proposed Agreement to be given to each of the Five Companies.

61. No Agreement made in pursuance of the last preceding Enactment between the Company and any One or more of the Five Companies shall have any Force or Effect or be in any way acted upon, unless and until Notice of such Agreement has been given to such (if any) of the Five Companies as are not Parties thereto; and if those Companies or any or either of them shall, within Six Months after the giving of such Notice, express in Writing under their Common Seal their Desire to become Parties to such Agreement, they shall be admitted Parties thereto accordingly, and shall partake on equal Terms in all respects in the Benefits, Advantages, and Conditions of such Agreement; and if any Difference of Opinion shall arise between any of the Companies referred to in this Enactment in respect of any of the Matters therein mentioned or referred to, such Difference shall on the Application of any or either of those Companies be from Time to Time determined by some Person to be appointed in that Behalf by the Board of Trade: Provided, that the Companies Parties to such Agreement may arrange between themselves for the working by One or more of them of the Railways of the Company.

Bristol and North Somerset Railway to hold Meeting.

62. Provided, That the *Bristol and North Somerset* Railway Company shall not enter into any such Contract or Agreement as is mentioned in Sections 60 and 61 of this Act or be admitted Party thereto unless and until the Terms thereof shall have been approved by such Majority as herein-after mentioned at a Meeting of the Proprietors of that Company, to be convened and held as herein-after provided; (that is to say,)

(A.) The Meeting shall be held specially for the Purpose of considering such Terms:

(B.) The Meeting shall be convened by Advertisement inserted once in each of Two consecutive Weeks in a Morning Newspaper published in *London* and in a Newspaper of the County in which the principal Office of the *Bristol and North Somerset* Railway Company is situate:

(C.) A Circular convening the Meeting shall also be addressed to each Proprietor in the *Bristol and North Somerset* Railway Company at his last known or usual Address, and sent by Post to or delivered at such Address not less than Ten Days before the holding of such Meeting:

(D.) A blank Form of Proxy with proper Instructions for the Use of the same shall be enclosed in each such Circular, and the same Form of Proxy and the same Instructions, and none other, shall be sent to every such Proprietor; and no such Form of Proxy shall be stamped when issued by the Company nor shall the Funds of the Company be used for the stamping of any Proxies, unless the Company at a General Meeting determine otherwise,

otherwise, in which Case a stamped Form of Proxy shall be sent to each Proprietor with such Instructions as aforesaid:

(E.) The Meeting shall be held on a Period not earlier than Seven Days after the last Insertion of such Advertisement:

(F.) At such Meeting the Terms of the Contract or Agreement proposed to be entered into shall be submitted to the Proprietors then present; and the *Bristol and North Somerset* Railway Company shall not enter into the Contract or Agreement, unless the Terms thereof be approved of by Proprietors present, in person or by proxy, holding at least Three Fourths of the paid-up Capital of the Company represented at such Meeting, such Proprietors being qualified to vote at the Meeting in right of such Capital.

Power to Port Company to subscribe.

63. The Port Company, with the Sanction of Three Fifths at least of the Votes of the Shareholders present, personally or by proxy, at some General Meeting of that Company specially convened with Notice of the Object of the Meeting, may subscribe for, take, and hold Shares or Stock in the Capital of the Company to any Extent not exceeding in the whole Fifty thousand Pounds; and such Sum so to be subscribed or any Part thereof shall be applied for or towards the Undertaking of the Company, or for or towards such specified Portion thereof as the Port Company shall direct and appoint.

Power to the Port Company to raise Money by Shares or Stock.

64. The Port Company may, with the Sanction of not less than Three Fifths of the Votes of their Shareholders present, personally or by proxy, at any Extraordinary Meeting convened with Notice of the Object, from Time to Time raise such Sums as may be required for the Purposes of their Subscription under this Act, by the Creation and Issue, upon such Terms and Conditions as the Port Company at such Meeting shall approve, of new Ordinary Shares, or new Ordinary Stock, or by the Creation and Issue of Preference Shares or Preference Stock in their Undertaking, or, at the Option of such Company, by all or any of the Modes above mentioned; and no Share shall be issued by the Port Company in pursuance of this Act, or shall vest in the Person accepting the same, until not less than Twenty *per Centum* on the nominal Amount thereof shall have been paid thereon, and such Shares or Stock shall, in all respects not in this Act otherwise provided for, be subject to the same Provisions as and be deemed Part of the general Capital of the Port Company; and the Provisions (Part II.) relating to additional Capital of "The Companies Clauses Act, 1863," are incorporated with this Act, and shall extend and apply to the new Shares and Stock hereby authorized to be created by the Port Company, and for such Purpose shall be incorporated with this Act.

65. The

Power to Port Company to apply any existing Funds towards their Subscription.

65. The Port Company may apply in or towards such Subscriptions any Monies which the Port Company for the Time being have raised, or are authorized to raise, by Shares or borrowing under the Provisions of any Acts relating to that Company, and which may not be required for the Purposes of those Acts respectively.

Power to Port Company to appoint Person to vote at Meetings.

66. The Port Company whilst they continue Shareholders of the Company may from Time to Time appoint a Person, whether a Shareholder in the Company or not, to attend and vote on their Behalf at all General Meetings of the Company and at all Ballots; and every such Person shall have all the Privileges and Powers attaching to other Shareholders, and may vote in respect of the Capital held by the Port Company upon all Questions excepting the Election of Directors of the Company.

Power to Port Company to appoint a Director.

67. The Port Company, in respect of such Subscription, may appoint One Person, being a Director of the Port Company, to be a Director of the Company in addition to the Number of Directors of the Company hereby nominated or authorized to be elected by the Shareholders of the Company; and every such Person may act as a Director of the Company, whether himself a Shareholder in the Company or not, and shall be entitled to and may exercise in all respects all the Rights, Privileges, and Powers of a Director of the Company.

Mode of such Appointment.

68. Every such Appointment of a Director shall be in Writing under the Seal of the Port Company, and shall be deposited with the Secretary of the Company, and may in like Manner be revoked and renewed, and every Person so appointed a Director shall enter on Office immediately on his Appointment, and shall remain in Office during the Pleasure of the Port Company.

Power to Corporation to accept Mortgages for their Lands.

69. The Purchase Money or Compensation payable to the Corporation for or in respect of their Interest in any Lands, Houses, or Hereditaments, or of any Part thereof, which the Company may require for the Purposes of the Undertaking, may (if the Corporation consent thereto) be satisfied and discharged by the Delivery to the Corporation of Mortgages of the Company as shall be mutually agreed upon; and the Corporation are hereby authorized to accept and hold such Mortgages in full Satisfaction or Discharge of such Purchase Money or Compensation.

Power to Corporation of Bristol to sell Land on a Rentcharge.

70. It shall be lawful for the Corporation to dispose of absolutely their Interest in any Lands, Houses, or Hereditaments which the Company may require for the Purposes of the Undertaking, and to sell and convey their Interest in such Lands, Houses, and Hereditaments,

ments, or any Part thereof, in consideration of an annual Rentcharge or annual Rentcharges payable by the Company; and the Powers of the Company for borrowing shall not be reduced by reason of such Rentcharge or Rentcharges, notwithstanding the Fifth Section of "The Lands Clauses Consolidation Acts Amendment Act, 1860."

Power to enter into Agreements with Corporation of Bristol.

71. It shall be lawful for the Company and for the Corporation and for the Company and the Corporation and the Five Companies, or any of such Five Companies, to enter into and carry into effect Agreements for or with respect to the Appropriation, Alteration, Conversion, Purchase, Taking, and Use for the Purposes of the Undertaking of any existing or intended Dock, Tramways, Quays, Streets, Roads, and Bridges, or any Lands and Houses belonging to the Corporation, or any Easement over the same, in addition to any Lands or Houses authorized to be taken by Compulsion under the Provisions of this Act, and for the Payment of Rents, Contributions, or Allowances to be made by any or either of the contracting Parties to the others or other of them in respect thereof.

Interest not to be paid on Calls paid up.

72. It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any 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 Company's Capital.

73. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be 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 other Railway, or to execute any other Work or Undertaking.

Saving Rights of the Midland Railway Company.

74. Provided always, That except as by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *Midland* Railway Company.

Saving Rights of the Crown.

75. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

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

76. Nothing herein contained shall be deemed or construed to exempt the Railways 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 authorized to be taken by the Company, or of the Rates for small Parcels.

Expenses of Act.

77. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

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