ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. clxxxiv.

An Act for the Sale to the *Bristol and Exeter* Railway Company of the Undertaking of the Company of Proprietors of the *Grand Western* Canal, and for the Abandonment of a Portion of the Canal; and for other Purposes.

[14th *July* 1864.]

WHEREAS an Act was passed in the Thirty-sixth Year of the Reign of His Majesty King *George* the Third, Chapter Forty-six, intituled *An Act for making a navigable* 36 G. 3.
Canal from the River Exe *near the Town of* Topsham *in the County* c. xlvi.
of Devon, *to the River* Tone *near the Town of* Taunton *in the County of* Somerset, *and for cleansing and making navigable a certain Part of the said River* Tone, *and for making certain Cuts from the said Canal*, which Act is in this Act referred to as the First Canal Act: And whereas an Act was passed in the Fifty-first Year of the Reign of His Majesty King *George* the Third, Chapter One hundred and sixty-eight, intituled *An Act to vary and alter the Line* 51 G. 3.
of a Cut authorized to be made by an Act of the Thirty-sixth Year of c. clxviii.
His present Majesty, for making a Canal from the River Exe *near* Topsham *in the County of* Devon, *to the River* Tone *near* Taunton *in the County of* Somerset, *and to amend the said Act*, in this Act referred

referred to as the Second Canal Act: And whereas another Act was passed in the Fifty-second Year of the Reign of His Majesty King *George* the Third, Chapter Sixteen, intituled *An Act to alter and increase the Rates of Tonnage authorized to be taken by the Company of Proprietors of the* Grand Western *Canal, and to amend the several Acts passed for making the said Canal,* in this Act referred to as the Third Canal Act: And whereas the Company of Proprietors of the *Grand Western* Canal, incorporated by the First Canal Act, in this Act called the Canal Company, made a Canal from the Parish of *Taunton Saint James* in the County of *Somerset* to *Tiverton* in the County of *Devon:* And whereas the Share Capital of the Canal Company consists of Three thousand and ninety-five Shares of One hundred Pounds each, upon some of which Shares Calls are in arrear, and there is due on various Mortgages of the Tolls of the said Canal Fourteen thousand seven hundred and fifty Pounds, or thereabouts: And whereas by reason of the opening of the *Bristol and Exeter* Railway and of other Railways the Portion of the Canal between a Bridge called *Firepool Bridge* in the said Parish of *Taunton Saint James* and a Lock in the Canal called *Loudwell Lock* in the Parish of *Holcombe Rogus* in the County of *Devon*, has become almost wholly disused for Traffic, and no public Advantage is derived or is likely to be derived from its continued Maintenance as a Navigation, the whole of the Traffic thereon being inadequate for the Purpose of paying the Expenses of the Maintenance thereof: And whereas the *Bristol and Exeter* Railway Company, in this Act called the Railway Company, are willing to purchase the Canal from the Canal Company, and have entered into an Agreement for such Purchase at the Sum of Thirty thousand Pounds (the Canal Company paying thereout the Mortgage and other Debts affecting the Canal), and the Railway Company are willing to maintain that Portion of the Canal which extends from the said Lock in *Holcombe Rogus* to *Tiverton;* and it is expedient that the Railway Company be authorized to purchase the Undertaking of the Canal Company, and that Provision be made for the Abandonment of the disused Portion of the Canal before mentioned, and that other Arrangements should be authorized and such Powers given in reference thereto as are in this Act expressed; but the Purposes aforesaid 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,)

52 G. 3. c. xvi.

Short Title.

1. This Act may be cited for any Purpose as "The *Grand Western* Canal Purchase Act, 1864."

2. In

Interpretation of Terms.

2. In this Act the following Words and Expressions have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Canal Acts" means and includes the First Canal Act, the Second Canal Act, and the Third Canal Act:

The Expression "the disused Canal" means the Portion of the Canal and the Works connected therewith by this Act authorized to be abandoned:

The Word "Road" includes Turnpike Road, Parish Road, Bridle Road, Highway, and Footpath:

The Expression "the Committee" means the Committee of Management of the Canal Company.

Power to Canal Company to sell Canal, &c. to the Bristol and Exeter Railway Company.

3. The Canal Company shall and may sell and transfer to the Railway Company and the Railway Company shall and may purchase the Canal called "the *Grand Western* Canal" or such Portions thereof as have been constructed, and the Reservoirs, Aqueducts, Towing-paths, Houses, and other Buildings, Wharfs, Works, Lands, Powers, Authorities, Easements, and Privileges belonging to or vested in the Canal Company, and all other Property whatsoever, whether real, personal, or mixed, of the same Company at and for the Sum of Thirty thousand Pounds, and such Sale shall be made within Six Months after the passing of this Act, upon such Terms and Conditions and with and subject to such Provisions and Stipulations as are agreed upon between the said Companies and as are set forth and comprised in this Act: Provided always, that the Canal Company shall pay and discharge out of the Purchase Money all Mortgage and other Debts affecting the Canal.

Mode of Payment of Purchase Money.

4. On the Completion of the Sale and Purchase, the Railway Company shall pay to the Committee for the Time being of the Canal Company, for the Purposes herein-after expressed, the Purchase Money payable as the Consideration for such Sale and Purchase; and if the Purchase shall not be completed within Six Months from the passing of this Act, the Railway Company shall pay Interest on such Purchase Money at the Rate of Five Pounds *per Centum per Annum*, from the Expiration of such Six Months to the Day of Payment; and upon such Completion the Canal Company shall, by Deed under their Common Seal, duly stamped for denoting the Payment of the proper Stamp Duty by Law payable in respect of such Purchase and the Conveyance thereunder, convey to the Railway Company, free from all Mortgage and other Debts, the said Canal, Works, Buildings, Lands, Rights, Powers, Privileges, and other Property whatsoever which may be or have been contracted to be sold and purchased as aforesaid, subject to such Liabilities (if any) to which the same shall have

have been so purchased, and also subject to the Terms upon which the same shall be so sold; and from and after the Completion of such Purchase the same Canal and other Premises comprised therein shall be vested in and thenceforth form Part of the Undertaking of the Railway Company, free from any of the Mortgage, Bond, or other Debts of the Canal Company; and it shall be lawful for the same Company to pay such Purchase Money, and the Costs and Expenses incidental to such Purchase, out of the Funds of the Railway Company, or out of Money authorized to be raised by virtue of this Act: Provided always, that if the Purchase be not completed within the said Period of Six Months, the Railway Company, in consideration of the Payment of Interest as aforesaid, shall be entitled to the Tolls, Rates, and Profits arising from the Canal from the Time at which such Interest shall commence.

Two Parts to Deed of Transfer.

5. Two Parts of such Deed of Transfer shall be executed, and one Part shall be retained by the Canal Company and the other Part shall be delivered to the Railway Company on such Completion of the said Purchase.

Canal Company to receive all Monies due to them at the Time of Conveyance.

6. All Monies which at the Time of the Transfer shall be in the Hands of the Bankers or other Agents of the Canal Company on behalf of the same Company, or shall otherwise be in their Possession, and all Debts, Rates, Tolls, Rents, and Duties which shall be due to the same Company shall, subject to any subsisting or future Agreement in relation thereto between the said Companies, belong to and be Part of the Assets of the Canal Company.

Powers, &c. of the Canal Company extended to the Railway Company.

7. From and after the Transfer, all the Powers, Rights, Privileges, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Rules, Matters, Duties, and Liabilities in the Canal Acts relating to the Canal, or any other Act or Acts of Parliament respectively contained, and not since repealed or otherwise provided for in this Act, shall with reference to the Canal and other Premises to be so vested in the Railway Company, and the Tolls, Rates, Duties, and Charges upon or in respect thereof or otherwise arising therefrom, and with reference to such Works, Matters, and Things as have been or might have been made, done, or claimed under the same Acts respectively by the Canal Company in relation to the Undertaking if this Act had not been passed or the Transfer made, (save only so far as the same or any of them are inconsistent with the Provisions and Purposes of this Act, or are hereby specifically repealed or altered, or are authorized to be abandoned or discontinued, and subject to the Provisions herein contained,) be from and after the Transfer respectively exercised, enjoyed, performed, and observed by and be applied and applicable to the Railway Company, their Directors, Officers, Agents, and

and Servants, in every respect and as fully and effectually to all Intents as if the Name of or a Reference to or comprehending the Railway Company had in every Case been inserted in the same Acts respectively, instead of the Name of or a Reference to or comprehending the Canal Company.

Conveyances, &c. made in favour of the Canal Company to enure for the Benefit of or against the Railway Company.

8. From and after the Transfer, all Contracts and Conveyances made or entered into before the Transfer to, with, or in favour of, or by or on behalf of the Canal Company, shall from and after the Transfer be and remain as valid and effectual in favour of or against and with reference to the Railway Company as if the Railway Company had been originally authorized to make, enter into, or accept the same respectively, and had accordingly been a Party to and executed the same, or had been respectively named or referred to therein instead of the Canal Company.

Actions, &c. not to abate.

9. No Action, Suit, or Proceeding whatsoever commenced either by or against the Canal Company previously to the Time when the Canal and Premises shall become vested in the Railway Company in respect of the same Canal and Premises or any Part thereof shall abate or be discontinued or prejudicially affected by virtue or in consequence of the Provisions of this Act; but on the contrary the same shall continue and take effect as well in favour of as against the Railway Company, in the same Manner in all respects as the same would have continued and taken effect in favour of or against the Canal Company if this Act had not been passed; and all Penalties by reason of any Offence against the Provisions of the Canal Acts, or any of them, previously to the Transfer, may be sued for, and all Offences which may have been committed before such Transfer against the Provisions of the said last-mentioned Acts, or either of them, may be prosecuted in such or the like Manner to all Intents and Purposes as the same might have been sued for and prosecuted respectively if this Act had not been passed.

Present and future Rights and Liabilities under other Acts saved.

10. Provided always, That except as in this Act otherwise provided, everything before any such Transfer done and suffered respectively shall be as valid and effectual as if this Act had not been passed and such Transfer had not been made, and every such Transfer and this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Transfer had not been made and this Act had not been passed, would be incident to and consequent on any and every thing so done and suffered respectively; and with respect to all such Rights so done and suffered respectively, and all such Rights, Liabilities, Claims, and Demands, the Railway Company shall to all Intents and Purposes represent

represent the Canal Company: Provided also, that the Generality of this Enactment shall not be confined or restricted by any other of the Clauses and Provisions of this Act.

Receipt to be sufficient Discharge.

11. A Receipt in Writing under the Hands of any Three of the Committee for the Time being, or under the Common Seal of the Canal Company, for any Monies payable to that Company in respect of any such Transfer, shall be an effectual Discharge to the Railway Company for the Money therein expressed to be received, and from all Liability, Claims, or Demands in respect thereto, and the Railway Company shall not be bound to see to the Application thereof, or be answerable for any Loss or Misapplication.

Proof of Proprietorship of Company.

12. The several Persons whose Names appear in the Books of the Canal Company as the Holders of Shares therein at the Time of such Transfer shall, until the Committee receive Notice to the contrary, be considered to be the Persons entitled to participate in the Distribution of the Monies to be divided among the Shareholders in that Company upon the Transfer of that Undertaking under this Act, and their Receipts shall be good Discharges to the Canal Company or the Committee for their respective Shares and Proportions of the Assets of the Canal Company on such Distribution.

Power to enter into Contracts.

13. The Directors of the Railway Company and the Committee of the Canal Company may enter into any Contracts or Agreements for effecting all or any of the Purposes of this Act, or any Objects incidental to the Execution thereof, and every such Contract or Agreement may contain such Covenants, Clauses, Powers, Provisions, and Conditions as are mutually agreed upon between the Parties thereto.

As to the Distribution of the Funds of the Canal Company.

14. The Monies which may be payable by the Railway Company to the Canal Company as the Consideration for the Purchase of the Canal and Premises, and all other, if any, the Funds and Property of the Canal Company shall be from Time to Time applied under the Control and Superintendence of the Committee, in the first place, in the Payment of the Costs and Expenses incidental to the Sale, Receipt, and Conversion of the Property of the same Company, or which shall be incurred by such Company or the Committee in carrying into effect the Provisions of this Act, (except such as are by this Act directed to be paid and discharged by the Railway Company,) and then according to the due Order of Administration of the Assets and Funds of the Company in or towards Payment of the Mortgage and other Debts and Liabilities of the Company, or any Composition thereupon, except any Liabilities subject to which the Sale to the Railway Company shall have been made, and such Payments shall be made

made in the same Order and Course of Priority as between any different Classes of Creditors in which their respective Debts would have affected the Canal and Works of the Company if this Act had not been passed, and, subject to such Payments, the Monies arising from the Sale of the Property of the Canal Company shall be paid and distributed under the like Control and Superintendence amongst the Holders for the Time being of Shares in the Canal Company.

As to Compensation to Officers.

15. The Committee may, out of the Funds of the Canal Company, (but not so as to prejudice any Mortgagee or Creditor of the Canal Company,) allow and pay such Compensation to the Clerks, Officers, and Servants of the Company for the Loss of their Employments respectively and in respect of their Services rendered to the Company as may be sanctioned by the Committee of the Canal Company.

Executors, &c. empowered to give Receipts.

16. It shall be lawful for all Committees of the Estates of Idiots or Lunatics, and for all Executors, Administrators, and Guardians, in whose respective Names any Mortgages, Bonds, or Shares in the Capital of the Canal Company are or shall be standing, to give effectual Receipts for the Money which may under the Provisions of this Act be paid to them, and such Receipt shall be a sufficient Discharge to the Canal Company, and shall release them and the Committee and Officers thereof from all Obligation in respect of the Money for or in respect of which such Receipt shall be given.

Payments by Canal Company into Court.

17. If and whenever the Committee are for Twelve Months after the Period for Distribution of their net Monies amongst the Shareholders of the Canal Company unable after diligent Inquiry to ascertain the Person to whom any Part thereof ought to be paid, or any Part thereof is payable to a Person who cannot give an effectual Discharge for the same, the Committee shall pay the same into the Court of Chancery under any Act from Time to Time in force for the Relief of Trustees; and every such Payment shall effectually discharge the Canal Company from all further Liability with respect to the net Monies so paid, and for the Purposes of this Act shall be deemed Payment thereof to a Person absolutely entitled thereto, and any Person afterwards showing to the Court that he is entitled thereto may obtain Payment of the same out of Court accordingly.

Committee of the Canal Company to continue.

18. From and after the passing of this Act the following Members of the present Committee of the Canal Company, namely, *James Heygate*, *John Remington Mills*, Sir *Frederick William Heygate* Baronet, *John Oliver Hanson*, *Brice Pearse*, *William Unwin Heygate*, *Charles John Pearse*, *Henry Wilson*, *John Barker Huntington*, and Sir *John William Lubbock* Baronet, shall, until the Dissolution of the Canal Company, be and continue the Committee of the Canal Company

Company for the Purposes of this Act and of carrying the same into effect, any Three of whom shall be a Quorum, and shall for such Purposes have and be entitled to use and exercise the same or the like Powers of Meeting, and from Time to Time adjourning, and all such other Powers and Authorities necessary or expedient for the Purposes of this Act as the Committee of the Canal Company would have been entitled to use or exercise under or by virtue of the Canal Acts in case this Act had not been passed and the Transfer had not been made, and shall thenceforth have Power to appoint from Time to Time any Person or Persons to fill any Vacancy or Vacancies by Death, Resignation, or otherwise, in the said Committee, but no particular Qualification shall after the Transfer be necessary to enable any Person to act or be elected as a Member of such Committee.

Indemnity to the Committee.

19. The respective Members for the Time being of the Committee, or any of them, shall not be charged with any more Monies than they respectively shall actually receive by virtue of this Act, and no One or more of them shall be answerable or accountable for the other or others of them, or his or their Acts or Defaults; and they respectively shall not be answerable for any accidental or involuntary Loss, or for any Loss, Damage, or increased Expense consequent upon any Exercise of the discretionary Powers hereby given to the Committee: Provided always, that the Committee may require the Shareholders to execute a Release from all Claims or Demands in respect of their Shares in the Assets of the Company at the Time of the Payment and Distribution of those Assets amongst the Shareholders.

Notice to be given by Advertisement to Creditors requiring them to prove their Debts.

20. Forthwith after the passing of this Act the Committee shall publish, once in the *London Gazette*, and in each of Three successive Weeks in some Newspaper circulating in the Counties of *Devon* and *Somerset*, a Notice referring to this Act, and requiring all Persons claiming to be Creditors of the Canal Company to make and substantiate their Claims to the Satisfaction of the Committee, within Twelve Months from the Time of giving such Notice, and stating that if they or their Representatives do not make and substantiate their Claims within the Time limited the same will be absolutely barred and extinguished, and if any Creditor fail to make and substantiate his Claim as aforesaid all Claims and Demands in respect thereof shall be barred and extinguished accordingly.

In addition to Advertisement Circular to be sent to Creditors.

21. In addition to such Notice by Advertisement the Committee shall also give or send by Post, or leave at the last known Place of Abode of every Person appearing by the Books of the Canal Company to be a Creditor of the Company, or otherwise known or supposed to have any Claim or Demand against the Company, or his Representative, a Copy of such Notice.

22. After

After Sale, &c. of Canal, Canal Company to be dissolved.

22. After the Transfer, and after all the Monies due and to become due to the Canal Company shall have been recovered and received by the Committee for the Time being, or shall have been released, extinguished, or finally abandoned as aforesaid, and all Mortgage and other Debts and Liabilities affecting the Canal, and agreed to be discharged or provided for by the Canal Company, and the several Acts, Deeds, Matters, and Things by this Act required to be done and performed by the Canal Company, or by or under the Superintendence of the Committee, shall have been respectively done and performed, the Canal Company shall be dissolved.

Power to Railway Company to raise additional Capital to effect Purchase of Canal.

23. For the Purpose of any such Transfer, it shall be lawful for the Railway Company, with the Consent of Three Fifths of the Votes of the Shareholders voting, in person or by proxy, at any Meeting of that Company specially convened for the Purpose, to raise by Creation of new Shares in their Undertaking, and in addition to any other Sums of Money which such Company may by any other Acts be then authorized to raise, any Sum of Money not exceeding in the whole the Price or Sum which the Company shall have agreed to pay as a Consideration of any such Transfer, and such Money may, at the Option of the Railway Company, be raised by new ordinary Shares, or new ordinary Stock, or by new Preference Shares, or new Preference Stock, as the Railway Company may determine: Provided that the Railway Company shall not issue any Share created under the Authority of this Act, nor shall any Share 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 shall have been paid up in respect thereof, and no Share shall be of less nominal Amount than Ten Pounds.

Certain Provisions of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

24. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, 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 borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of borrowed Money into Capital, with respect to the Consolidation of the Shares into Stock, with respect to the making of Dividends, with respect to the Remedies of Creditors of the Company against the Shareholders, and with respect to the Provision to be made for affording Access to the Special Act by all Parties interested, and Part II. of "The Companies Clauses Act, 1863," are incorporated with this Act; and the Clauses with respect to the Forfeiture of Shares for Nonpayment of Calls of "The Companies Clauses Consolidation Act, 1845," and Part I. of "The

Companies Clauses Act, 1863," shall extend and apply to the Capital and Shares of the Canal Company.

Abandonment of Portion of Grand Western Canal.

25. The Railway Company may, upon the Sale and Transfer of the Canal and Premises, stop up and discontinue for the Purposes of public Navigation and divert the Waters of the following Portions of the Canal (herein-after called the disused Canal), and the Towing-paths, Wharves, and other Works, Conveniences, and Appurtenances belonging thereto or connected therewith; (that is to say,) so much of the Canal as lies between a Bridge over the Canal called *Firepool Bridge* in the Parish of *Taunton Saint James* in the County of *Somerset*, and a certain Lock on the said Canal called *Loudwell Lock* in the Parish of *Holcombe Rogus* in the County of *Devon*.

Railway Company to sell Lands, &c. of such disused Canal.

26. The Railway Company shall, within the Period of Three Years from the Date of the Transfer of the Canal, sell and dispose of the disused Canal and the Works connected therewith, and all Lands, Houses, and other Hereditaments belonging to or heretofore used and held in connexion with the disused Canal, except such as may be required or convenient to be held or used for Purposes authorized or to be authorized in connexion with the Undertaking of the Railway Company; and all Monies arising from such Sale and Disposition shall belong to the Railway Company, and be applied by them to the general Purposes of their Undertaking.

Compensation in case certain Lands are used by the Railway Company.

27. If the Railway Company use the Site of the disused Canal, or any of the Lands connected therewith lying between the Turnpike Road leading from *Taunton* to *Kingston*, and the Turnpike Road leading from *Taunton* to *Staplegrove*, for the Purposes of their Undertaking, the Owners of and Persons interested in the Lands adjoining the Lands so used shall have such and the like Remedies against the Railway Company for Compensation for Damage (if any) arising from such Use as are contained in "The Lands Clauses Consolidation Act, 1845," in the Case of Lands injuriously affected by the Execution of an Undertaking, but this Provision shall be without Prejudice to the Right of the Railway Company to contend that no Damage has arisen or is likely to arise from such Use as aforesaid.

Power to make Drains for Discharge of Water from disused Canal.

28. In order to facilitate the carrying off of any Waters flowing into the disused Canal, the Railway Company may if they think fit construct Drains (not exceeding in Width Eleven Feet at the Bottom thereof) along, upon, or across the disused Canal, and in any Conveyance of the Lands through which any such Drain passes may attach the Condition to the Sale of such Lands that the Purchaser, his Heirs or Assigns, shall for ever thereafter maintain the Drain in an efficient

efficient State for the Passage of Water, and shall allow the free Flow of Water along the same.

Order of Re-sale of Land to adjoining Landowners.

29. Before the Railway Company dispose of any Part of the Lands upon which the disused Canal has been made or connected therewith, they shall first offer to sell the same in manner following; (that is to say,)

If the same Person be the Owner of the Lands on both Sides of the disused Canal, then the Lands, so far as the disused Canal passes through the Lands of such Person, shall be first offered to him:

If the Lands on each Side of the disused Canal are owned by different Persons such Offer shall be made to such Persons in succession, one after another, in such Order as the Railway Company shall think fit.

Provisions of 8 & 9 Vict. c. 18. as to Re-sale of Lands on disused Canal to Owners of adjoining Property incorporated.

30. The following Sections of "The Lands Clauses Consolidation Act, 1845," shall extend and apply to the Sale of the disused Canal and any Lands connected therewith, and such Sections shall for that Purpose be incorporated with and form Part of this Act; (that is to say,)

Section 129. Right of Pre-emption to be claimed within Six Weeks:
Section 130. Differences as to Price to be settled by Arbitration:
Section 131. Lands to be conveyed to the Purchasers:
Section 132. Effect of the Word "Grant" in Conveyances.

Purchasers of Portions of disused Canal or Lands connected therewith to be under the same Obligations as to Fences and otherwise as the Canal Company.

31. Every Purchaser of any Portion of the disused Canal or of any Lands connected therewith which shall be sold by the Railway Company under the Powers of this Act, and every Owner for the Time being who shall have derived his Title thereto from or under any such Purchaser, shall forthwith, after the Completion of every such Purchase, make and at all Times thereafter maintain sufficient Fences for separating the Portion of the Canal or Land purchased by him from the adjoining Lands of any other Person or Persons, and protecting such Lands from Trespass, and all other Liabilities and Obligations of the Canal Company with respect to the disused Canal, or the Land which shall be so sold, which were imposed on the Canal Company by the Canal Acts for the Accommodation of Owners and Occupiers of Lands adjoining the Canal shall, so far as may be, extend and apply to every such Purchaser and Owner for the Time being as aforesaid, and in case of Difference the same shall be determined by Two Justices in like Manner as is provided in that Behalf by "The Railways Clauses Consolidation Act, 1845," and the Owners and Occupiers of the adjoining Lands shall have the same Rights

and

and Remedies as against every such Purchaser or Owner for the Time being as they might have had against the Canal Company if the disused Canal had not been so sold.

Compensation to be made in respect of Roads crossed by disused Canal.

32. The Railway Company shall make Compensation to the Trustees, Boards of Highways, or Surveyors having the Charge of all Public or Turnpike Roads which are crossed by the Canal for all Losses sustained by such Board, Surveyors, or Trustees, or likely to be sustained by them, in consequence of the Cesser under this Act of any Liability of the Canal Company to maintain the Bridges or other Means of crossing by which such Roads are carried over, under, or across the disused Canal; and the Amount of Compensation to be paid by the Railway Company in every such Case shall be such as may be or may have been agreed upon (in the Case of Parish Roads) between the Railway Company and the Board of Highways of the District, if there be such a Board, or if there be no such Board, then between the Railway Company and the Ratepayers of the Parish in which the Road is situate in Vestry assembled, or between the Railway Company and a Majority of a Meeting of the Trustees of the Road (in case of Turnpike Roads), or as, in case of Difference, shall be settled by Arbitration, in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to Settlement of Disputes by Arbitration; and the Amount of Compensation agreed or awarded to be paid by the Railway Company in every such Case may be recovered from the Railway Company by the Parties entitled thereto in any Court of competent Jurisdiction; and on Payment of such Compensation the Railway Company shall in every Case be for ever freed and discharged from all Liabilities in respect of the Bridge or Roads for or with Reference to which such Compensation may have been paid.

Receipts for Compensation.

33. A Receipt under the Hand of the Clerk of the Board of Highways, or, as the Case may be, of One of the Surveyors of Highways of the Parish in which the Portion of the Road for which Compensation is paid is situate, for the Payment of Compensation in respect of any Parish Road or Roads, or under the Hand of the Treasurer to the Trustees of that Portion of the Turnpike Road for which Compensation is paid, for the Payment of Compensation in respect of any Turnpike Road, shall be sufficient Evidence of the Payments of Compensation to which the Receipts refer, and every such Receipt shall specify the Road in respect of which the Compensation is paid.

Application for Compensation to

34. Every Sum paid by the Railway Company under the Provisions of this Act, to such Trustees as aforesaid, shall be applied by them,

them, so far as the same will extend, in paying off Monies due and owing on the Credit of the Tolls upon the Roads of which they are Trustees, and every Sum paid by the Railway Company to such Board of Highways or Surveyors as aforesaid shall be applied or invested in such Manner as the Justices in Quarter Sessions having Jurisdiction where such Road is situate shall order, and if invested the Dividends or Income arising therefrom shall be applied in Maintenance of the Road in respect whereof the Money was paid. Trustees or Surveyors.

35. The Railway Company shall, before they proceed to stop up and discontinue for the Purposes of public Navigation any Portion of the Canal, construct and for ever hereafter maintain (so far as the Arrangements and Property of the Railway Company will admit) at or near the level Crossing over the *Bristol and Exeter* Railway at *Allerford* in the County of *Somerset*, on the Eastern Side of the said Railway, a proper and convenient Siding, such Siding to be the Property and under the Control of the Railway Company, but to be for the Use of the Public for the Reception and Delivery of Goods Traffic. As to Construction of Siding at Allerford.

36. Any Liabilities of the *Bridgwater and Taunton* Canal Company, or the Conservators of the River *Tone*, with respect to the Maintenance of certain Approaches to the Canal referred to in any of the Canal Acts, or in Acts relating to the River *Tone* Navigation, or to the *Bridgwater and Taunton* Canal, shall on the Transfer of the Canal to the Railway Company and the Sale of the disused Canal cease and determine. Certain Liabilities of Bridgwater and Taunton Canal Company to cease.

37. Upon and after the Transfer, the Part of the River *Tone* which is by the Twenty-first Section of the First Canal Act made Part of the Canal of the Canal Company shall cease to be Part of such Canal, and all Rights, Powers, and Liabilities of the Canal Company and Railway Company with reference thereto shall cease and determine. Portion of River Tone to cease to be Part of the Canal.

38. The Expression "Superior Courts" or "Courts of competent Jurisdiction," or any other like Expression in this Act, shall 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. Term "competent Jurisdiction," &c.

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

the Railway 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 Company's Capital.

40. The Railway Company shall not, out of any Money by any Act relating to the Railway 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 such Company to construct any Railway, or to execute any other Work or Undertaking.

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

41. Nothing herein contained shall be deemed or construed to exempt the Railways by any Act relating to the Railway Company authorized 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 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.

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

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