CHAPTER cxc.

An Act for conferring further powers on the Great Western Railway Company in relation to their own Undertaking and the Undertakings of other Companies; and for other purposes. [21st July 1873.] A.D. 1873.

WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to make the railways and alterations or deviations of railways by this Act authorised: Railways.

And whereas it is expedient that the Company should be empowered to widen the bridges under and to lengthen the bridges over their railway in this Act mentioned, and to execute the other works by this Act authorised, and to acquire, for the before-mentioned purposes and for the general purposes of their undertaking, the lands, houses, and buildings in this Act described or referred to: Widening, &c. of bridges. Other works. Lands.

And whereas it is expedient that the Company should be empowered to lay down and use rails across and on the level of two highways in the parish of Saint Lawrence, Reading, in this Act more particularly described, and that further provision should be made with respect thereto, and that the Company on the one hand, and the mayor, aldermen, and burgesses of the borough of Reading (in this Act called the corporation of Reading) on the other hand, should be empowered to make and carry into effect agreements with respect to the matters aforesaid, and that provision should be made for the stopping up and discontinuance of a portion of one of those highways, and for the appropriation of the portion of such highway so stopped up to the purposes of the Company's undertaking: Vastern Lane, &c.

And whereas by the Great Western Railway (Various Powers) Act, 1867 (in this Act called "the Company's Act of 1867"), the Company and the Rhymney Railway Company (in this Act called "the Rhymney Company") were jointly empowered to make the three railways in the county of Glamorgan in that Act more particularly described, and by the Great Western Railway Act, 1872 New railways and alterations (Company and Rhymney Company).

A.D. 1873.

(in this Act called "the Company's Act of 1872"), those two companies were jointly empowered to make and maintain three railways in the same county, which railways were therein designated by the Nos. 1, 2, and 3, and which railways were in part designed as extensions of the railways authorised by the said Act of 1867: And whereas it is expedient that the said two companies should be empowered jointly to make certain deviations in the lines and levels of railways Nos. 1 and 2 of the Company's Act of 1872, and a new railway in lieu of railway No. 3 of the same Act (which deviations and new railway are in this Act called "the New Joint Lines"):

Deposit of plans, &c.

And whereas plans and sections showing the lines and levels of the railways and other works by this Act authorised to be constructed, and the lands by this Act authorised to be acquired, and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required, or which may be taken for the purposes, or under the powers of this Act, were duly deposited with the clerks of the peace for the several counties within which those works will be constructed and those lands are situate, which plans, sections, and books of reference are herein-after respectively referred to as the deposited plans, sections, and books of reference:

Abandonment of portions of railway authorised by West Midland Act of 1862.

And whereas the construction by the Company of the deviation railway in the parish of Dudley in the county of Worcester, and the deviation railway in the parish of Rowley Regis in the county of Stafford, by this Act authorised, will render unnecessary the construction of portions of the railway authorised by the West Midland Railway (Additional Works) Act, 1862 (in this Act called "the West Midland Act of 1862"), and therein designated as No. 1, and in this Act called railway No. 1 of the West Midland Act of 1862, and it is expedient that the Company should be authorised to abandon the construction of so much of the last-mentioned railway as will so become unnecessary:

Landore Branch abandonment.

And whereas by the Great Western Railway Additional Powers Act, 1871 (in this Act called "the Company's Act of 1871"), the Company were empowered to make and maintain a railway in that Act and in this Act called "the Landore Branch," and the construction of that branch will be rendered unnecessary by the construction of the railway No. 1, authorised by the Great Western Railway (Swansea Canal) Act, 1872, and it is expedient that the Company should be authorised to abandon the construction of the Landore Branch:

Abandonment of portions of railways of

And whereas the construction by the Company and the Rhymney Company of the two deviation railways by this Act authorised to be constructed by them will render unnecessary the construction of

certain portions of the railways No. 1 and No. 2 of the Company's Act of 1872, by that Act authorised to be constructed by those two companies, and the construction of the new or substituted railway by this Act authorised to be constructed by them will render unnecessary the construction of railway No. 3 of the Company's Act of 1872, by that Act authorised to be constructed by them, and it is expedient that they should be authorised to abandon the construction of so much of the said railways No. 1 and No. 2 as will so become unnecessary, and the whole of the said railway No. 3:

Company's Act of 1872.

Extension of time (Oxford, Worcester, and Wolverhampton Railway Act, 1859).

And whereas it is expedient that the time limited by the Great Western Railway (Further Powers) Act, 1866 (in this Act called "the Company's Act of 1866"), (section sixty-five), for the compulsory purchase of certain lands in this Act more particularly described, authorised by the Oxford, Worcester, and Wolverhampton Railway Act, 1859, to be purchased for the purposes in those Acts mentioned, should be extended and enlarged:

Revival of powers and extension of time (railway of Company's Act of 1868).

And whereas it is expedient that the powers by the Great Western Railway Act, 1868 (in this Act called "the Company's Act of 1868"), conferred on the Company for the compulsory purchase of lands for the construction of the railway in the parish of Old Swinford, by that Act authorised to be constructed, should be revived, and that the period limited by that Act for the completion of that railway should be extended and enlarged:

Revival of powers and extension of time (railway No. 1 of West Midland Act of 1862).

And whereas it is expedient that the powers by the West Midland Act of 1862, conferred upon the West Midland Railway Company for the compulsory purchase of lands for the construction of the railway No. 1 of that Act, should, as to certain of those lands, be revived, and that the respective periods limited by the Company's Act of 1872 for the completion of so much and such parts of that railway as are not by this Act authorised to be abandoned should be extended and enlarged:

Superfluous lands.

And whereas it is expedient that the time limited for the sale by the Company of certain lands acquired by them for the purposes of their undertaking should be extended, and that further powers should be conferred upon the Company in respect of the sale, lease, or other disposal of those lands:

Provisions as to alteration of gauge on railways of other companies.

And whereas the main line from London to Bristol and other sections of the Company's railway were authorised to be constructed and were constructed on the broad gauge, and the Company have since, under the authority of Parliament, substituted the narrow gauge for the broad gauge on certain portions of their railway, and have added the narrow gauge to the broad gauge on other portions of their railway: And whereas other railways forming junctions with the railway of the Company have also been authorised to be con-

A.D. 1873.

structed, and have been constructed, on the broad gauge, and in particular the railway of the Berks and Hants Extension Railway Company (in this Act called "the Berks and Hants Company"), the railway of the Bridport Railway Company (in this Act called "the Bridport Company"), the railway of the Calne Railway Company (in this Act called "the Calne Company"), the railway of the East Somerset Railway Company (in this Act called "the East Somerset Company"), the railway of the Faringdon Railway Company (in this Act called "the Faringdon Company"), and the railway of the Marlborough Railway Company (in this Act called "the Marlborough Company"); and it is expedient that each of the above-mentioned companies should be empowered to do such acts in respect to the adaptation of their railways or some part or parts thereof to the narrow gauge only, or to the mixed gauge, as they may deem expedient, and if need be to make and carry into effect agreements with the Company with respect thereto:

Faringdon railway. Vesting.

And whereas by the Faringdon Railway Act, 1860, the Faringdon Company incorporated by that Act and the Company were empowered to make working and traffic agreements, and the Faringdon Railway is now worked by the Company, and it is expedient that the undertaking of the Faringdon Company should be transferred to and vested in the Company:

Briton Ferry. Agreements, vesting, &c.

And whereas by the Briton Ferry Dock and Railway Act, 1851, the Briton Ferry Floating Dock Company (in this Act called "the Briton Ferry Company") were empowered to construct a dock and other works near Baglan Bay in the county of Glamorgan, with a branch line of railway or communication to the South Wales Railway, and by the same Act the Vale of Neath Railway Company (whose undertaking has since been amalgamated with and now forms part of the undertaking of the Company,) were empowered to subscribe towards and hold shares in the undertaking of the Briton Ferry Company: And whereas by the Briton Ferry Dock Act, 1862, provision was made for the granting by the Briton Ferry Company to the South Wales Railway Company (whose undertaking has since been amalgamated with and now forms part of the undertaking of the Company) of a lease or assignment of wharfage lands, sidings, and other works at the docks of the Briton Ferry Company, and for a contribution or subscription by the South Wales Railway Company to the undertaking of the Briton Ferry Company, and under the provisions of those Acts the Company or persons on their behalf are now holders of shares in the Briton Ferry Company to the extent of thirty-seven thousand pounds and upwards: And whereas the affairs of the Briton Ferry Company are in an embarrassed condition, and the dock would have some time since been closed for

traffic to the injury of the traders in the district were it not for the assistance rendered to the Briton Ferry Company by the Company and the Vale of Neath Railway Company, and there is reason to fear that unless some arrangement is come to with the Company the dock may be silted up and the traffic stopped to the injury of the traders and of the Company, and it is expedient that the Company should be empowered to enter into and carry into effect agreements or arrangements with the holders of shares, mortgages, bonds, and other securities of the Briton Ferry Company for or in relation to the acquisition of their interests in the undertaking of that Company and in the securities held by them as herein-after provided: And whereas there is at the dock and works of the Briton Ferry Company a considerable interchange of traffic passing to and from the railways of the Company, and that traffic could be more conveniently and economically conducted if the undertaking of the Briton Ferry Company were worked as part of the Company's undertaking; and it is therefore expedient that the Company and the Briton Ferry Company, or the liquidator herein-after referred to in that behalf, should be authorised to effect a transfer to the Company of the undertaking of the Briton Ferry Company:

And whereas a Bill has been introduced into Parliament, intituled "A Bill for empowering the mortgagees of the Briton Ferry "Floating Dock Company to sell the undertaking of that Company, "and for the appointment of an arbitrator to ascertain the rights "and priorities of mortgagees and creditors of that Company, and "to distribute the moneys arising from the sale of their under-"taking, and for other purposes" (which Bill is herein-after referred to as the "Briton Ferry Pending Bill"):

Cowbridge Railway. Working agreements.

And whereas by the Cowbridge Railway Act, 1862, a Company (in this Act called "the Cowbridge Company") was incorporated for the purpose of making a railway from the town of Cowbridge in the county of Glamorgan to the Llantrissant Station on the South Wales line of the Company's railway, and to the Llantrissant and Taff Vale Junction Railway, and the Cowbridge Railway is now completed and opened, and it could be conveniently and economically worked by the Company, and it is expedient that the Company and the Cowbridge Company should be authorised to enter into and carry into effect the agreements herein-after referred to:

Great Marlow Railway. Working and other agreements and subscription.

And whereas by the Great Marlow Railway Act, 1868, the Company by that Act incorporated (in this Act called "the Great Marlow Company") were authorised to make a railway from the Wycombe branch of the Company's railway to Great Marlow in the county of Bucks, and it is expedient that the Company and the Marlow Company should be authorised to enter into and carry into

A.D. 1873.

effect the agreements herein-after referred to, and it is also expedient that the Company should be authorised to subscribe for and take shares in or contribute funds towards the undertaking of the Marlow Company:

Great Marlow Railway. Confirmation of agreement in schedule.

And whereas by the agreement set forth in schedule (C.) to this Act it is agreed and provided that the holders of certain shares in the Great Marlow Company shall be entitled to a preferential dividend as in that agreement more particularly prescribed: And whereas eight hundred and twenty-eight shares in that company and no more have been issued and taken up, and the said agreement has been executed by the holders of eight hundred and twenty-six of those shares, and it is expedient that the said agreement should be confirmed:

Acquisition of lands at Waterford, &c., and agreements with Waterford Company.

And whereas by the Company's Act of 1866 the Company were empowered to make and carry into effect contracts with any company or person, owners or proprietors of steam or other vessels, trading or intending to trade from or near any port or place where there is a station of the Company, or where they carry on traffic, with respect to the conveyance, forwarding, and delivery of traffic passing or intended to pass over the railways of the Company, and conveyed or intended to be conveyed by the steam or other vessels of those owners: And whereas by the Great Western Railway (Steam Vessels) Act, 1871, the Company were empowered to establish lines of communication by means of steam and other vessels between Milford Haven and the ports of Waterford and Cork, and the Company are the owners of a line of steamers which ply between Milford Haven and Waterford: And whereas the passenger as well as the goods traffic passing over the Company's railway to and from Waterford and to and from other of the southern ports of Ireland is considerable and is likely to increase, and it is expedient that the Company should be empowered for the due accommodation of such traffic to acquire and hold lands, houses, and buildings at Waterford and the other places in Ireland in this Act mentioned in that behalf, and also that the Company and the Waterford and Wexford Railway Company (in this Act called "the Wexford Company") should be empowered to make the traffic and other agreements by this Act authorised:

Alcester Railway subscription.

And whereas by the Alcester Railway Act, 1872, the Company incorporated by that Act (in this Act called "the Alcester Company") were empowered to make a railway in extension of and communicating with the Stratford-upon-Avon Railway, which last-mentioned railway is now worked and maintained by the Company, and the Company and the Alcester Company were by the same Act empowered to enter into the working and traffic agreements therein

mentioned, and it is expedient that the Company should be empowered to subscribe for and take shares in or contribute funds towards the undertaking of the Alcester Company:

Bristol and North Somerset Railway subscription.

And whereas the Company and the Bristol and North Somerset Railway Company (in this Act called "the North Somerset Company") have made and entered into agreements with respect to the construction of portions of their respective railways, and with respect to the interchange and conveyance of traffic over their respective railways, which agreements have been confirmed by Parliament: And whereas the railway of the North Somerset Company is not yet wholly completed, and it is expedient that the Company should be empowered to subscribe for and take shares in or contribute funds towards the undertaking of the North Somerset Company:

Pontypool, Caerleon, and Newport Railway subscription.

And whereas it is expedient that the Company should be empowered to subscribe for and take further shares in or contribute further funds towards the undertaking of the Pontypool, Caerleon, and Newport Railway Company (in this Act called "the Pontypool Company"):

Exercise by Company of powers of other companies.

And whereas the Company and the under-mentioned companies respectively; (that is to say,) the Corwen and Bala Railway Company (in this Act called "the Corwen Company"), the East Somerset Company, the Leominster and Kington Railway Company (in this Act called "the Leominster Company"), the Llangollen and Corwen Railway Company (in this Act called "the Llangollen and Corwen Company"), the Nantwich and Market Drayton Railway Company (in this Act called "the Nantwich Company"), the Vale of Llangollen Railway Company (in this Act called "the Vale of Llangollen Company"), the Wellington and Market Drayton Railway Company (in this Act called "the Wellington and Drayton Company"), and the Wellington and Severn Junction Railway Company (in this Act called "the Wellington and Severn Company"), have, under the authority of the Great Western Railway Act, 1869 (sections 52, 53, and 54), entered into agreements or arrangements in virtue of which the interest on the debentures, mortgages, and bonds of those companies, or some of them, is now wholly or in part provided or defrayed by the Company, and it is expedient that further provision should be made with respect thereto:

Additional capital.

And whereas it is expedient that the Company should be empowered to raise a further sum of money for the purposes of this Act, and for the general purposes of their undertaking:

And whereas the objects aforesaid cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and

A.D. 1873.

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:

Short title.

1. This Act may be cited for all purposes as the Great Western Railway Act, 1873.

Provisions of general Acts herein named incorporated.

2. The following Acts and parts of Acts are, except where expressly varied by this Act, incorporated with and form part of this Act; (that is to say,)

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:

The Railways Clauses Consolidation Act, 1845:

Part I. (relating to the construction of a railway), Part II. (relating to extension of time), Part III. (relating to working agreements), and Part V. (relating to amalgamation) of the Railways Clauses Act, 1863:

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (namely,)

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions, and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of shares into stock;

The provision to be made for affording access to the special Act by all parties interested; and

Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital, and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863.

Interpretation of terms.

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

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

The expression "parish clerks" and "clerks of the several parishes," in sections seven, eight, and nine of the Railways

Clauses Consolidation Act, 1845, shall, with reference to the Company and as regards those parishes in which by the standing orders of either House of Parliament plans, sections, and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish is included, mean in the first case the vestry clerks of those parishes, and in the second case the clerks of those district boards respectively. A.D. 1873.

Power to make railways according to deposited plans.

4. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways herein-after described, with all proper stations, sidings, approaches, roads, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for that purpose. The railways herein-before referred to and authorised by this Act are,—

No. 1. A railway or siding (3 furlongs and 5 chains in length) to be wholly situate in the out-parish of Saint Philip and Jacob in the city and county of Bristol, commencing by a junction with the existing railway of the Company at the eastern end of the bridge which carries that railway over the feeder to the Floating Harbour of Bristol, and terminating by a junction with the said railway of the Company, about three chains westward of Marsh Lane:

No. 2. A railway (1 mile 7 furlongs and 5 chains in length), commencing in the parish of Wrexham in the county of Denbigh, by a junction with the Wrexham and Minera Railway of the Company, at a point about twenty-four chains (measuring towards Brymbo along the said railway) from the bridge which carries the parish road from Croes Newydd farmhouse to the turnpike road from Wrexham to Ruthin over the said railway, and terminating by a junction with the Ffrwyd Branch Railway, five chains or thereabouts westward of the western pit of the Westminster colliery, in the parish of Gresford in the same county:

No. 3. A railway (1 furlong 2·50 chains in length) to be wholly situate in the township of Broughton, in the parish of Wrexham and county of Denbigh, commencing by a junction with railway No. 2 last above described, about nine chains eastward of the bottom of the Cernie incline on the old Minera Branch Railway, and terminating about one chain eastward of the level crossing by the Bryn Mally Branch Railway of the public road

A.D. 1873.

from Wrexham to Bryn Mally which passes the Westminster colliery:

No. 4. A branch railway or extension of the Llwynennion Branch Railway of the Company (7 furlongs 4·60 chains in length), commencing in the parish of Ruabon in the county of Denbigh, by a junction with the said Llwynennion Branch Railway, at or near the termination thereof as now constructed, and terminating in the parish of Wrexham in the same county, in a field on the northern side of and adjoining the road which leads from Frondeg mountain to Caeglas and the Wrexham and Ruabon turnpike road, and opposite the point where the road from Llwynennion sanitary pipe works communicates with the first-mentioned road:

No. 5. A deviation railway (4 furlongs 2·6 chains in length) to be wholly situate in the parish of Dudley in the county of Worcester, commencing by a junction with the West Midland Railway of the Company at a point about seventeen chains northward of the Netherton passenger station on that railway, and terminating by a junction with railway No. 1 of the West Midland Act of 1862, at a point thereon about four furlongs and a half from the authorised commencement of that railway:

No. 6. A deviation railway (1 mile 1 furlong 6·50 chains in length) to be wholly situate in the parish of Rowley Regis in the county of Stafford, commencing by a junction with railway No. 1 of the West Midland Act of 1862, at or near to where that railway is intended to cross the road leading from Withymore to Rowley Regis, and which road is numbered 18 in the parish of Rowley Regis on the plans of the last-mentioned railway, deposited with the clerk of the peace for the county of Stafford, and terminating by a junction with the last-mentioned railway, about fourteen chains northward of the point where that railway is intended to cross the Stourbridge Railway, near to the Oldhill Station thereon.

Not to interfere with the lands or works of the Birmingham Canal Company.

5. It shall not be lawful for the Company to make any lateral deviation from the course or direction of the deviation railway in the parish of Rowley Regis, hereby authorised, as delineated on the deposited plans, by which deviation any of the property of the Company of Proprietors of the Birmingham Canal Navigations numbered on the deposited plans 1, in the parish of Rowley Regis, shall be taken, used, or damaged, without the consent in writing of that company under their common seal first had and obtained.

Railways part of Company's undertaking.

6. The railways herein-before described shall, for all purposes, including the demanding and recovering of tolls, rates, and charges,

Tolls, &c.

be deemed to be part of the Company's undertaking, and the tolls, rates, and charges to be demanded and recovered upon or in respect thereof, and the traffic thereon, shall not exceed,—

As respects railway No. 1, the tolls, rates, and charges prescribed by the Great Western Railway Amendment and Extensions Act, 1847;

As respects railways Nos. 2, 3, and 4, the tolls, rates, and charges prescribed by the Shrewsbury and Chester Railway Act, 1846;

And as respects the deviation railways Nos. 5 and 6, the tolls, rates, and charges prescribed by the Oxford, Worcester, and Wolverhampton Railway Act, 1845.

Power to cross certain roads on the level.

7. Subject to the provisions in the Railways Clauses Consolidation Act, 1845, and in Part I. (relating to the construction of a railway) of the Railways Clauses Act, 1863, contained, in reference to the crossing of roads on the level, the Company, in the construction of the railways herein-before described, may carry the same with a single line only, whilst the railway shall consist of a single line, and afterwards with a double line only, across and on the level of the roads next herein-after mentioned; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.
	Railway No. 4.	
14	Wrexham - - -	Public.
37	Wrexham - - -	Public.
	Deviation Railway No. 6.	
35	Rowley Regis - - -	Public.

Inclination of certain roads.

8. In altering for the purposes of railway No. 2 the road next herein-after mentioned, the Company may make the same of any inclination not steeper than the inclination herein-after mentioned in connexion therewith; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
35	Wrexham - -	Public -	1 in 8·35.

Heights and spans of certain bridges.

9. The Company may make the arches of the bridges for carrying railway No. 1 over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively; (that is to say,)

A.D. 1873.

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
			Feet.	Feet.
4	Out-parish of Saint Philip and Jacob, Bristol.	Public -	15	11
13	Out-parish of Saint Philip and Jacob, Bristol.	Public -	14	17
30	Out-parish of Saint Philip and Jacob, Bristol.	Public -	14	17

Imposing penalty unless railways opened.

10. If the Company fail within the period limited by this Act to complete the railways herein-before described, or any of them, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway or railways is or are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway or railways remaining uncompleted:

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway or railways in reference to which the penalty has been incurred, in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act, 1854:

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Court of Chancery in the bank named in such warrant or order, and shall not be paid thereout except as herein-after provided:

But no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty.

11. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or

abandonment of the railway or railways in respect of which the penalty has been incurred, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of such railway or railways, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order, on the application of the Solicitor to Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Period for completion of works.

12. If the railways herein-before described are not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing those railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Lands for extraordinary purposes.

13. The quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed seven acres in addition to the quantity of land which by any other Act the Company are empowered to take for the like purposes.

Abandonment by Company of portions of authorised railway.

14. The Company may and shall abandon and relinquish the construction of the under-mentioned portions of railway; (that is to say,)

So much and such parts of railway No. 1 of the West Midland Act of 1862 as will be rendered unnecessary by the construction of the deviation railways No. 5 and No. 6 by this Act authorised.

A.D. 1873.

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

15. The abandonment under the authority of this Act of the portions of railway lastly herein-before mentioned shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the West Midland Railway Company or the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of the said portions of railway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the West Midland Railway Company or the Company, to receive compensation for such temporary occupation or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act, 1845, or the West Midland Act of 1862, in relation to those portions of railway respectively.

Compensation to be made in respect of portions of railway abandoned.

16. Where before the passing of this Act any contract has been entered into or notice given by the West Midland Railway Company or the Company for the purchasing of any land for the purposes of or in relation to the portions of railway by this Act authorised to be abandoned, the Company shall be released from all liability to purchase or to complete the purchase of any such lands, but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice.

The amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Abandonment of Landore Branch.

17. The Company may and shall abandon and relinquish the construction of the Landore Branch authorised by the Company's Act of 1871.

Compensation for damage to land by entry, &c. for purposes of Landore Branch.

18. The abandonment by the Company under the authority of this Act of the Landore Branch shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of the Landore Branch, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily

occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act, 1845, or the Company's Act of 1871.

Compensation to be made in respect of Landore Branch abandoned.

19. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the Landore Branch, or any portion thereof, the Company shall be released from all liability to purchase or to complete the purchase of any such lands, but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice.

The amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Power to widen and lengthen certain bridges on the Company's railway.

20. Subject to the provisions of this Act, the Company may, to the extent shown on the deposited plans and according to the levels shown on the deposited sections relating thereto respectively, widen or (as the case may be) lengthen, and if necessary for those purposes, or either of them, rebuild or reconstruct the bridges on their railway next herein-after mentioned, and may enter upon, take, and use the lands and buildings required for those purposes delineated on the deposited plans thereof and described in the deposited books of reference relating thereto; (that is to say,)

They may widen the existing bridge (No. 1), in the parish of Hanwell in the county of Middlesex, over the road leading from Hanwell to Greenford, and which road passes under their railway at or near to the mile post thereon indicating seven miles from Paddington, and also the existing bridge (No. 2) in the same parish, over the road leading from Hanwell to Greenford, and which road passes under their railway about sixteen chains to the westward of the mile post thereon indicating seven miles from Paddington:

They may lengthen the existing bridges in the said parish of Kensington which carry the following roads over their railway, videlicet, the bridge (No. 3) which carries Golborne Road over the said railway, about eighteen chains westward of the mile post thereon indicating one mile from Paddington, and the

A.D. 1873.

bridge (No. 4) which carries the road from Ladbroke Grove Road, Notting Hill, to Kensall Green, over the said railway about forty-four chains westward of the last-mentioned mile post:

They may lengthen the existing bridge (No. 5), in the parish of Hammersmith, otherwise Saint Peter and Saint Paul, Hammersmith (herein-after called Hammersmith) in the county of Middlesex, which carries the road from Willesden to Shepherd's Bush over their railway about thirty-five chains westward of the mile post thereon indicating two miles from Paddington:

They may widen the existing bridge (No. 6), in the parish of Acton in the county of Middlesex, which carries their railway over the road from East Acton to Old Oak Common, about eighteen chains westward of the mile post thereon indicating three miles from Paddington, and may lengthen the existing bridges (Nos. 7 and 8) in the same parish which carry the roads from Acton to Harlesden Green over their railway, about sixty chains and seventy-six chains respectively westward of the mile post thereon indicating three miles from Paddington, and also the existing bridge (No. 9) which carries the road from Acton to Apperton over the said railway about fifty-two chains westward of the mile post thereon indicating four miles from Paddington:

They may lengthen the existing bridges in the parish of Ealing in the county of Middlesex which carry the following roads over their railway, (videlicet), the bridge (No. 10) which carries the road leading from Ealing to Apperton over the said railway, about five chains westward of the mile post thereon indicating five miles from Paddington; the bridges (No. 11) which carry the roads from Ealing to Haven Green over the said railway at points about forty-one chains westward and forty-nine chains westward respectively from the said last-mentioned mile post; the bridge (No. 12) which carries the road from Ealing to Castle Bar Hill over the said railway, about sixty-four chains westward of the mile post thereon indicating five miles from Paddington; the bridge (No. 13) which carries the road from Ealing into certain fields on the northern side of the railway over the said railway, about two chains westward of the mile post thereon indicating six miles from Paddington; and the bridge (No. 14) which carries the road from Ealing to Castle Hill over the said railway, about twenty-two chains westward of the said last-mentioned mile post thereon indicating six miles from Paddington:

They may lengthen the existing bridge (No. 15) in the precinct of Norwood in the parish of Hayes in the county of Middlesex

which carries the road leading from Norwood to Southall over their railway about seventy chains westward of the mile post thereon indicating eight miles from Paddington:

They may lengthen the existing bridge (No. 16) in the said parish of Hayes which carries the road leading from Harlington to Hayes over their railway about fifty-seven chains westward of the mile post thereon indicating ten miles from Paddington:

They may lengthen the existing bridge (No. 17) in the parish of Harlington in the county of Middlesex which carries the road leading from Harlington to Hillingdon over their railway about eight chains westward of the mile post thereon indicating eleven miles from Paddington:

They may lengthen the existing bridges in the parish of Hillingdon in the county of Middlesex which carry the following roads over their railway; videlicet, the bridge (No. 18) which carries the road from Harlington to Hillingdon over the said railway about four chains westward of the mile post thereon indicating twelve miles from Paddington, the bridge (No. 19) which carries the road from West Drayton to Hillingdon over the said railway about fifty-three chains westward of the said last-mentioned mile post, and they may widen the existing bridge (No. 20) in the same parish which carries the said railway over the road from West Drayton to Uxbridge about six chains westward of the mile post on such railway indicating thirteen miles from Paddington:

They may widen the existing bridge (No. 21) in the out-parish of Saint Philip and Jacob in the city and county of Bristol which carries their railway over the road or lane called Silverthorn Lane.

The widenings and lengthenings of bridges by this Act authorised shall, for the purposes of repairing and maintaining the same, and for all other purposes whatever, be parts of the bridges respectively so widened or lengthened.

Inclinations of certain roads crossed by railway.

21. In widening or lengthening the aforesaid bridges as by this Act authorised, the Company may make the roads next herein-after mentioned of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
7 and 9	Acton - -	Public -	1 in 14.
3B	Hayes (precinct of Norwood).	Public -	1 in 17.
57A	Hillingdon - -	Public -	1 in 10 on one side and 1 in 11 on the other.

A.D. 1873.

For protection of London and North-western Railway Company.

22. The following provisions shall apply to the railway, lands, and property in the parish of Hammersmith belonging to or in which the London and North-western Railway Company is interested:

1. All the works to be executed by the Company for constructing additional openings under the railway bridge carrying the West London Railway over the main line and sidings of the Company shall be executed under the superintendence and to the reasonable satisfaction in all respects of the principal engineer of the London and North-western Railway Company, and at the expense in all things of the Company, and according to plans to be reasonably approved by such engineer in writing before any such works are begun, and in such manner only as not to interfere with the free, uninterrupted, and safe user of the West London Railway: Provided always, that in the event of the engineer of the London and North-western Railway Company failing to approve of such plans within twenty-one days of their being submitted to him, then according to plans to be approved of by an engineer to be appointed on the application of either of the companies by the president for the time being of the Institution of Civil Engineers:

2. The Company shall at all times maintain so much of such new works as they shall so construct for and connected with such additional openings in substantial and good repair and condition to the reasonable satisfaction in all respects of such engineer, and if and whenever they fail so to do the London and North-western Railway Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as they may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and in default of repayment the amount due may be recovered with full costs by that company from the Company in any court of competent jurisdiction:

3. The Company shall not, without in every case obtaining the previous consent of the owners of the West London Railway in writing, take, use, enter upon, or interfere with any such portion of the West London Railway, or the said lands or property, except only so much thereof respectively as shall be necessary for the widening of the main line and sidings of the Company by two additional lines of rails on either side thereof:

4. The Company shall not purchase or take any such lands or

property lastly referred to, but they may purchase and take, and the owners of the West London Railway may and shall sell and grant accordingly, an easement or right of user thereof for the purposes for which but for this enactment the Company might purchase and take the same:

5. In the event of the West London Railway being at any time hereafter widened where that railway is carried over the main line and sidings of the Company, the Company shall afford all necessary facilities for such widening being effected, and on the same terms and subject to the same provisions as to grant of easement, and in other respects, as are hereinbefore required by the owners of the West London Railway with respect to the additional openings to be constructed by the Company under the West London Railway.

For protection of Grand Junction Canal.

23. Whereas the line of the Great Western Railway is carried by means of a bridge across the main line of the Grand Junction Canal at a point near Bull's Bridge in the parish of Hayes, and again by a bridge across the Paddington arm of the said canal at a point also near Bull's Bridge in the precinct of Norwood, and across a branch canal or dock commonly called Pocock's Dock at a point in the parish of Hillingdon in proximity to the main line of the said canal, and it is intended to widen the said railway at the points before mentioned, and thereby to interfere with certain lands belonging to the Company of Proprietors of the Grand Junction Canal (herein-after called "the Canal Company"): Therefore it shall not be lawful for the Company, without the previous consent in writing of the Canal Company under their corporate seal, to enter upon, take, or use any lands or houses belonging to the Canal Company, other than such lands or houses as are necessary for the widening of the said railway and the construction of the necessary works connected therewith; and except as herein-after mentioned nothing in this Act contained shall take away, diminish, or affect any of the privileges or powers vested in the Canal Company, and the Company shall not without such consent as aforesaid alter the line or levels of the said canals or branch canal, or the towing-paths of the same, or except as herein-after provided obstruct or impede the navigation thereof, or divert, intercept, cut off, take, use, or diminish any of the waters of or in the said canals or branch canal, or which may be taken for the use of or which supply the same or injure or interfere with any of the works of the said canals or branch canal, or take or use, except for the limited purposes herein-after mentioned, any part of the said canals or branch canal, or any of the towing-paths, locks, feeders, lay-byes, wharfs, warehouses, banks, bridges, or other works connected with the same; and nothing in

A.D. 1873.

this Act contained shall compel the Canal Company to convey the fee simple of any land belonging to them, but the same shall remain vested in the Canal Company, subject nevertheless to the right of the Company to widen the railway and construct the necessary works connected therewith, and have, use, and possess a right of way and passage for the railway over the same, as herein-after provided, together with all rights and easements necessary to the due use and enjoyment of such right of way.

Construction of bridges over Grand Junction Canal and branch canal.

24. In widening any bridge herein-before mentioned over the said main line of the said canal or the said Paddington arm thereof, or the said branch canal, the Company shall make such widening of such bridge of the same material as such bridge so to be widened is now made of, and of not less than the existing dimensions as respects span and height of the existing portion of such bridge so to be widened, and the Company shall, except the span of the widened portion of such bridge is greater than that of the existing portion of such bridge, construct the same with waterway walls carried down below the bed of the canals or branch canal respectively, as the case may be, on each side thereof along so much of the waterway as may be affected by such widening, and also except as aforesaid for a distance of not less than thirty feet along the waterway of such canals or branch canal beyond the widening of any such bridge, so as to form proper entrances to such bridge. And all the before-mentioned works shall be carried on and completed in such manner as that no obstruction other than what may be caused by such a reasonable narrowing of the waterway of the canal or branch canal as may be necessary for the construction of coffer dams and the building of the walls, and the laying of the foundations thereof, shall be caused to the boats or barges navigating the said canals or branch canal or the horses towing such boats or barges. And the Company shall during the progress of constructing the widening of the said bridges and works connected therewith, and of any necessary repairs thereof, at all times leave an open and uninterrupted navigable waterway in the said main line of canal and Paddington arm respectively, of not less than twenty-one feet in width of waterway, with six feet for the towing-path and ten feet in height, and in the said branch canal of not less than fifteen feet in width of waterway with eight feet in height.

As to mode of construction of bridges and time for their completion.

25. The said bridges and all the works connected therewith shall be constructed and for ever thereafter maintained in good substantial and watertight repair by the Company, but the flooring of the bridge shall not be required to be made watertight. And so far as relates to all necessary precautions for the safety of the said main line of canal and Paddington arm and branch canal, and the towing-

paths thereof, the water in the said canals and branch canal respectively, and the works connected therewith, and for preserving a free and uninterrupted passage along the same and towing-paths thereof, the bridges and works connected therewith, and all future repairs thereof that may be required from time to time, shall be constructed and performed according to plans and specifications to be submitted to and subject to the reasonable approval of the engineer for the time being of the Canal Company previously to the commencement of the said works, which works shall be commenced, carried on, and completed under the superintendence and to the reasonable satisfaction of such engineer. And in case during the progress of any of the said bridges or of any of the works connected therewith any damage shall be occasioned to the said canals respectively, or branch canal, or towing-paths, or works thereof respectively, by the construction of the said bridges or of any of the works connected therewith, the Company shall under such superintendence, and to such reasonable satisfaction as aforesaid, restore the same to the same state and condition as before the happening of any such damage. And if any of the said bridges, or any of the works connected therewith, or any part thereof, shall be imperfectly constructed, or if at any time or times thereafter any of the said bridges or any part thereof shall be out of repair, or if in sinking the foundation for the abutments of any of the said bridges or the works connected therewith, or otherwise, any loss of water or any obstruction of the navigation of the said main line of canal or Paddington arm or branch canal shall occur, and notice thereof in writing shall be given by any officer or agent of the Canal Company to the Company or their secretary, or other officer, and the Company shall not for the space of fourteen days after such notice shall have been given, or forthwith if the nature of the case shall require it, well, sufficiently, and effectually amend such construction, or repair such bridge or works, or prevent such loss of water, or remove such obstruction, as the case may be, under such superintendence and to such reasonable satisfaction as aforesaid, and complete the same with all reasonable expedition, it shall be lawful for the Canal Company from time to time to make good such construction, to perform such repairs, to prevent such loss of water, or to remove such obstruction, as the case may require, and the Company shall from time to time pay to the Canal Company within fourteen days after demand all the reasonable costs and expenses which may be incurred by them from time to time in and about the superintendence and the making good of such construction, or performance of such repairs, or removal of such obstructions. And the works connected with the widening of each of the said bridges shall be completed within the period of twelve months from the day on which the same shall respectively be commenced, and if such

A.D. 1873.

works shall not be completed within that period the Company shall forfeit and pay to the Canal Company, as and by way of liquidated damages, the sum of twenty pounds for every day after the expiration of that period until such works shall be completed.

Penalty for causing loss of water or obstruction to the navigation of the Grand Junction Canal.

26. If in the execution of any of the works authorised by this Act to be made, except such works are constructed by the engineer of the Canal Company, or if by reason or in consequence of any act, neglect, or omission of the Company or their agents, contractors, servants, or workmen, or if in sinking the foundations of the abutments of the bridges, or in consequence of any of the works when made, except such foundations are sunk or such works are made by the engineer of the Canal Company, the water of the said main line of canal or of the Paddington arm, or of the said branch canal, shall leak, escape, or run to waste, the Company shall pay to the Canal Company the sum of twenty shillings as and by way of liquidated damages for every reasonably estimated one thousand cubic feet of water which shall so have leaked, escaped, or run to waste, and in the same proportion for any greater or less quantity. And if by reason or in consequence of any of the circumstances or causes aforesaid, except as aforesaid, the navigation of the Grand Junction Canal or of the Paddington arm thereof, or of the said branch canal, or the passage along the towing-paths thereof, shall be so obstructed or interrupted as that boats or barges navigating the same, or the horses towing such boats or barges, shall be impeded in their passage, or shall not be able to pass uninterruptedly along the said main line of canal or Paddington arm or branch canal, or towing-paths, or any of them, then and in any and every such case the Company shall pay to the Canal Company the sum of ten pounds as and by way of liquidated damages for every hour during which any and every such obstruction or interruption shall continue, after notice thereof shall have been given by any officer or agent of the Canal Company to the Company, or their secretary or other officer. But if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours after such notice, or shall be caused by any wilful act, neglect, or omission on the part of the Company or of any of their agents, contractors, servants, or workmen, then and in every such case the Company shall pay to the Canal Company the sum of twenty pounds as liquidated damages for every hour during which such obstruction or interruption shall continue.

Grand Junction Canal Company and others not to be

27. Nothing herein contained shall extend to prevent the Canal Company from recovering beyond the amount of such liquidated damages aforesaid, or to prevent any owner of boats or barges, or any other person whomsoever using or navigating the main line of

A.D. 1873.

the said canal or Paddington arm or branch canal, from recovering from the Company any special damage that may be sustained by them or any of them, or that they or any of them may be liable to pay or shall pay for or on account or by reason or in consequence of the wilful acts, neglects, or defaults of the Company, or in consequence of the flowing or escape of the water out of the said main line of canal or Paddington arm or branch canal, if the same shall be caused or happen by reason of the making or maintaining of the widening of the railway or of any of the said bridges, or of the works connected therewith, and the Canal Company and any such owner or other person are hereby authorised to sue for and recover such liquidated and special damages in any court of competent jurisdiction.

precluded from recovering special damages.

28. Wherever in widening the line of the Great Western Railway it is necessary to interfere with any portion of the Grand Junction Canal, a supporting wall of stone or brick shall be constructed by the Company, the foundations of which shall be carried down below the bed of the said canal so as to uphold the embankment or slope of the railway and prevent any encroachment upon or obstruction to the waterway of the said canal.

For preventing encroachment upon the waterway of the Grand Junction Canal.

29. Where any of the works to be done under or by virtue of this Act shall or may pass over, under, or by the side of, or so as to interfere with, any sewer, drain, watercourse, defence, or work under the jurisdiction or control of the Metropolitan Board of Works, or of any district board or vestry constituted under the Metropolis Management Act, 1855, the Metropolis Management Amendment Act, 1862, or any Act or Acts amending the same or extending the powers thereof, or with any sewers or works to be made or executed by the said Metropolitan Board, district board, or vestry, or either of them, or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control, the Company shall not commence such work until they shall have given to the said Metropolitan Board, or to the district board or vestry, as the case may be, twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry, as the case may be, for the time being, with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto, and the Company shall comply with and conform to all reasonable orders, directions, and regulations of the said Metropolitan Board in the execution of the said works, and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of any of the works by this Act authorised, and shall save harmless the said Metropolitan Board against all and every the expense to be

For protection of sewers of Metropolitan and other boards.

A.D. 1873.

occasioned thereby, and all such works shall if desired by the Metropolitan Board be done under the direction, superintendence, and control of the said Metropolitan Board at the costs, charges, and expenses in all respects of the Company, and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Metropolitan Board, district board, and vestry respectively, as the case may be, as any sewers or works now are or hereafter may be, and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorties vested or to be vested in the said Metropolitan Board, district boards, or vestries, or any or either of them or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

Power to alter footpath at Landore.

30. The Company may in the parish of Llangafelach in the county of Glamorgan make an alteration or deviation of the footpath or public highway which leads from the turnpike road from Swansea to Neath across the sidings of the Company at the north-western end of the Landore Station, such alteration or deviation commencing at or near to the north-western end of Hamilton Street, Landore, and terminating at or near the point where the said footpath communicates with the turnpike road from Neath to Swansea, and they may enter upon, take, and use the lands and buildings required for that purpose delineated on the deposited plans thereof and described in the deposited books of reference relating thereto.

When and so soon as the said alteration or deviation is completed and opened to the public, the Company may stop up and discontinue as a footpath or public highway so much and such parts of the existing footpath or public highway as may be rendered unnecessary by reason of the construction of the said alteration or deviation.

They may appropriate to the purposes of their undertaking so much and such parts of the existing footpath or public highway as lie between or adjoin the boundaries of their property.

All rights of way over the portion of the existing footpath or highway so stopped up and appropriated shall be and the same are hereby extinguished.

Substituted approaches.

31. In exercising the powers in the last preceding section mentioned, the Company shall construct and ever afterwards maintain in good repair a sufficient footbridge across their main line of railway from Landore to Carmarthen, within the limits of deviation shown on the deposited plans of the alteration of the said footpath, the

approaches to such footbridge to be by steps with eight-inch treads and seven-inch risers, or by an incline the gradient of which shall not be steeper than one in ten, and such footbridge and approaches and footpath shall be sufficiently fenced on both sides thereof by the Company.

Power to deviate in altering footpath.

32. The Company may, in constructing the alteration or deviation of footpath authorised by this Act, deviate the same to the extent of the limits of deviation marked on the deposited plans.

Provision as to repair of alteration.

33. The alteration or deviation of footpath to be made by the Company under the authority of this Act shall, when made and completed, so far as the same is within the fences of the railway or upon the lands of the Company, be from time to time repaired and maintained by and at the expense of the Company, and with respect to the remainder thereof it shall be repaired and maintained in the same manner and to the same extent as other footpaths are repaired and maintained within the said parish of Llangafelach, and by and at the expense of the parties who repair and maintain those footpaths.

If any question shall arise between the Company and such parties as to the due completion or as to the subsequent repair and maintenance of the alteration or deviation of footpath, including therein the said footbridge, such question shall from time to time be determined by two justices on the application of either of the parties in difference, and after not less than seven days notice to both parties of the sitting of such justices for the purpose, and the certificate of such justices of the due completion of such alteration or deviation of footpath shall be conclusive evidence of the fact so certified, and any order of the said justices with respect to the repair and maintenance of the said alteration or deviation shall be obeyed by the Company and the said other parties respectively.

Saving waterworks of corporation of Swansea.

34. The provisions contained in sections eighteen to twenty-three, both inclusive, of the Railways Clauses Consolidation Act, 1845, with respect to water mains and pipes, shall apply to the water mains and pipes belonging to the mayor, aldermen, and burgesses of the borough of Swansea (herein-after called "the corporation"), whether in their corporate capacity or as urban sanitary authority, and the words "company" or "society," when used in the said sections, shall be held to extend to and include the corporation, and the expression "the railway," when used in the same sections, shall be held to extend to and include any works within the borough of Swansea authorised by this Act.

Power to lay down and maintain

35. The Company may lay down, maintain, and use rails in, over, across, and on the level of Vastern Lane road or footpath (herein-

A.D. 1873.

rails on the level of certain highways at Reading.

after called Vastern Lane) in the parish of Saint Lawrence, Reading, in the county of Berks, between certain lands on each side of that lane occupied or about to be occupied by the Company for the purposes of their goods and mineral traffic.

They may also lay down, maintain, and use a line of rails in, over, across, and on the level of the road leading from the Forbury to King's Meadow (herein-after called the King's Meadow Road) in the said parish of Saint Lawrence, Reading, between certain lands on each side of the said road occupied or about to be occupied by the Company for the purposes of their goods and mineral traffic; or they may maintain and use the rails already laid by them across and on the level of Vastern Lane and the King's Meadow Road respectively.

Restricting use of level crossing.

36. The Company shall construct proper and sufficient gates to protect the said level crossing of King's Meadow Road, and the Company shall not allow their engines, carriages, or waggons to stand on the said crossing, neither shall they keep the gates of such crossing shut for a longer period than shall be necessary for the passing of engines, carriages, and waggons over the same, and, except with the consent of the corporation of Reading or other the parties for the time being having authority over the said road, they shall not run more than six trains each way over the said crossing between the hours of ten in the morning and six in the evening of each day, and such user of the said level crossing shall be subject to such regulations as may from time to time be agreed upon between the corporation and the Company, and in case of disagreement between them as shall, on the application of either party, be fixed by the Board of Trade or by some person to be appointed by them for that purpose.

Power to Company and Commissioners of Woods, &c. to make agreements.

37. Subject to the provisions of this Act, the Company and the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or one of them, may enter into and carry into effect any agreement or agreements with respect to the laying down, use, and maintenance of rails across the King's Meadow Road in the parish of Saint Lawrence, Reading, in this Act mentioned.

Power to Company and corporation of Reading to stop up part of Vastern Lane.

38. The Company and the corporation of Reading, when and so soon as a new road with proper and sufficient sewers or ditches in connexion therewith shall have been constructed between the said King's Meadow Road and the Caversham Road to the northward of the level crossing of King's Meadow Road before referred to, may stop up and discontinue as a footpath or public highway so much and such parts of Vastern Lane and the sewers or ditches on each side thereof, or either of them, or under the same, as are situate between the southern boundary of the railway of the Company and the termination of Vastern Lane at the Caversham Road.

When the said portion of Vastern Lane is so stopped up the Company may appropriate to the purposes of their undertaking so much of that portion of the said lane as lies between the boundaries of their property.

Power to Company and corporation to make agreements.

39. Subject to the foregoing provisions of this Act, the Company on the one hand and the corporation of Reading on the other hand may enter into and carry into effect agreements with respect to the matters aforesaid or any of them relating to Vastern Lane and King's Meadow Road.

Power to Company to cover over portion of railway at Birmingham and to dispose of surface.

40. The Company, in accordance with the deposited plans and sections relating thereto, may arch over or cover in so much of their railway in the parish of Birmingham and the borough of Birmingham in the county of Warwick as lies between the southern end of Monmouth Street and the northern end of Temple Row, both in that borough, and they may, upon such terms and conditions as they think fit, and upon payment of chief rents or otherwise, sell or grant on building or other leases the surface of the land over that portion of their railway so to be arched over or covered in, or any part or parts thereof, or they may grant an easement or easements in or over the same also, on such terms and conditions, pecuniary and otherwise, as they think fit.

Company may acquire additional lands for general purposes.

41. Subject to the provisions of this Act, and in addition to the other lands which they are by this Act authorised to acquire, the Company may from time to time enter upon, take, use, and appropriate to purposes connected with their undertaking all or any of the lands, houses, and buildings following, delineated on the deposited plans thereof and described in the deposited books of reference relating thereto respectively; (that is to say,)

Certain lands, houses, and buildings on both sides of the Company's railway and adjoining thereto in the parishes of Kensington and Saint Luke, Chelsea, in the county of Middlesex, the lands on the northern side of the said railway extending from a point about six chains westward of the point where Golborne Road is carried by a bridge over such railway in the said parish of Kensington to the eastern boundary wall of the Western Gasworks, and which wall separates the garden occupied by the manager of those works from the said works in the same parish, and the lands on the southern side of the said railway extending from a point about two chains to the westward of the bridge which carries Golborne Road over the railway in the said parish of Kensington to the eastern boundary wall of the buildings in Wornington Road in the parish of Saint Luke, Chelsea:

A.D. 1873.

Certain lands, houses, and buildings on both sides of the Company's railway and adjoining thereto in the said parish of Kensington, the lands on the northern side extending from the western boundary wall of the Western Gasworks to the parish boundary between Kensington and Hammersmith in the county of Middlesex, and which boundary crosses the railway of the Company about ten chains westward of the mile post thereon indicating two miles from Paddington, and the land on the southern side of the said railway lying between the western boundary wall of Admiral Place and the said boundary between the parishes of Kensington and Hammersmith:

Certain lands, houses, and buildings in the said parish of Hammersmith, on the eastern side of and adjoining the road which crosses the railway of the Company near to the point where the old line of the West London Railway formerly crossed on the level the railway of the Company, and lying between the Paddington Canal and the property of the Company, also certain lands, houses, and buildings in the same parish on the eastern side of the railway of the Company, and on both sides of the present line of the West London Railway and adjoining thereto, near to where the said railway crosses the railway of the Company, and lying between the Paddington Canal and the railway of the Company:

Certain lands, houses, and buildings in the said parish of Hammersmith and in the parish of Acton in the county of Middlesex, on both sides of the Company's railway and adjoining thereto, the lands on the northern side being situate between a point about twelve chains eastward of the mile post on the said railway denoting three miles from Paddington and the point where the railway of the North and South-western Junction Railway Company crosses the railway of the Company, and the lands on the southern side of the said railway extending from the road herein-before described which crosses the railway of the Company, near to the former crossing of the West London Railway, to the point where the North and South-western Junction Railway crosses the railway of the Company in the parish of Acton:

Certain lands, houses, and buildings in the said parish of Acton and in the parish of Ealing in the county of Middlesex, on both sides of the Company's railway and adjoining thereto, the land on the northern side extending from the bridge which carries the road from East Acton to Willesden over the railway of the Company about twenty chains eastward of the mile post on the said railway indicating four miles from Paddington, to

the road which leads to the bridge which carries the road from Ealing to Castle Hill over the railway of the Company immediately to the eastward of the Castle Hill Station, and the lands on the southern side of the said railway extending from a point about thirty-three chains eastward of the mile post indicating four miles from Paddington, to the bridge which carries the road from Acton to Willesden over the said railway at the Acton Station thereon:

Certain lands, houses, and buildings in the said parishes of Acton and Ealing, on the southern side of the said railway and adjoining thereto, and lying between the coal wharf at the Acton Station and the bridge which carries the road from Ealing to Castle Hill over the railway of the Company to the eastward of the Castle Hill Station:

Certain lands, houses, and buildings in the said parish of Ealing, on the southern side of the said railway and adjoining thereto, lying between the western boundary of the Company's coal and goods yard at the Castle Hill Station and the boundary between the parishes of Ealing and Hanwell which crosses the railway of the Company near to the eastern end of the boundary wall of Hanwell cemetery:

Certain lands, houses, and buildings in the said parish of Ealing and in the parish of Hanwell in the county of Middlesex, on the northern side of the railway of the Company and adjoining thereto, lying between the western side of the footpath which crosses the railway of the Company at Castle Hill Station and the road which is carried under the railway of the Company immediately to the eastward of the Hanwell Station:

Certain lands, houses, and buildings in the said parish of Hanwell, on the southern side of the railway of the Company and adjoining thereto, lying between the western boundary wall of Hanwell cemetery and the road from Greenford to Hanwell which crosses under the railway of the Company at or near to the mile post thereon indicating seven miles from the Paddington Station:

Certain lands, houses, and buildings in the said parish of Hanwell, opposite the Hanwell Station of the Company, and on the southern side of and adjoining the approach road belonging to the Company which leads to the down side of the said Hanwell Station:

Certain lands, houses, and buildings in the precinct of Norwood in the parish of Hayes in the county of Middlesex, on the southern side of the said railway and of the Great Western and Brentford Railway, and adjoining the Great Western and

A.D. 1873.

Brentford Railway, and extending from near the signal post on the north-eastern side of the Great Western and Brentford Railway near Southall to near to the road which is carried over the Great Western Railway by a bridge at the station at Southall:

Certain lands, houses, and buildings in the said precinct of Norwood, and in the parishes of Hayes, Harlington, and Hillingdon in the county of Middlesex, on the southern side of the railway of the Company and adjoining thereto, extending from a point in the precinct of Norwood opposite the gasworks of the Brentford Gas Company to the point in the parish of Hillingdon where the said railway is carried by a bridge over the branch of the river Colne which forms the boundary between the counties of Middlesex and Buckingham:

Certain lands, houses, and buildings in the said precinct of Norwood and in the said parish of Hayes, on the northern side of the said railway and adjoining thereto, and extending from a point about twelve chains eastward of the eastern end of the cattle platform at the Southall Station to the entrance of an old basin of the Company adjoining the Grand Junction Canal near the station at Hayes:

Certain lands, houses, and buildings in the said precinct of Norwood and parishes of Hayes, Harlington, and Hillingdon, on the northern side of the railway of the Company and adjoining thereto, and extending from the site of the old station at the bridge which carries the road from Harlington to Hayes over the railway of the Company at Hayes Station to West Drayton Station in the parish of Hillingdon on the said railway:

Certain lands, houses, and buildings in the said parish of Hillingdon, on the northern side of the said railway and adjoining thereto, and extending from a point about one chain westward of the goods shed at the West Drayton Station to the branch of the river Colne which forms the boundary between the counties of Middlesex and Buckingham near to where that branch passes under the railway of the Company:

Certain lands, houses, and buildings in the parish of Lyncombe and Widcombe in the city and borough of Bath in the county of Somerset, on the northern side of the Company's railway and adjoining thereto, and lying between the Lower Bristol turnpike road and the said railway, and near the mile post on the said railway denoting one hundred and seven miles from Paddington:

Certain lands, houses, and buildings in the parish of Llansamlet in the county of Glamorgan, on each side of the main line of

the Company's railway and viaduct at Landore and adjoining thereto, and extending from the eastern end of the said viaduct to the river Tawe:

Certain lands, houses, and buildings in the parish of Gellygaer in the county of Glamorgan, on the northern side of the Company's railway and adjoining thereto, and extending from a point about two chains eastward of the eastern end of the Llancaiach Station in an easterly direction for a distance of about twenty-nine chains measured along the said railway:

Certain lands, houses, and buildings in the parish of Saint Mary, Cardiff, in the county of Glamorgan, on both sides of the main line of the Company's railway and adjoining thereto, and extending from the approach road leading to the Company's passenger station at Cardiff from Saint Mary Street, Cardiff, on the north to a point on the road to Penarth which passes underneath the Company's railway near the Cardiff Station about two chains southward of the point where that road leaves the southern boundary of the said railway on the south, and from thence to certain wharves adjoining the Glamorganshire Canal, and forming a continuation of Saint Mary Street aforesaid, and partly bounded to the eastward by those wharves and partly by Saint Mary Street:

Certain lands, houses, and buildings in the parish of Swansea in the county of Glamorgan, adjoining the railway of the Company and on the north-western side thereof, partly fronting the High Street, Swansea, and extending from the northern boundary of the Company's property, at their High Street Station in the town and parish of Swansea, towards Landore for a distance of about twelve chains measured along the said railway:

Certain lands, houses, and buildings in the parish of Llanelly in the county of Carmarthen, on the northern side of the railway of the Company and adjoining thereto, and extending from the level crossing at the eastern end of the Company's passenger station at Llanelly in an easterly direction for a distance of about twenty-three chains measured along the said railway:

Certain lands, houses, and buildings also in the parish of Llanelly, on the northern side of the railway of the Company and adjoining thereto, and extending from the western side of the Loughor River in a westerly direction for a distance of about fifteen chains measured along the said railway.

For protection of W. T. King Church and others.

42. And whereas certain lands belonging or reputed to belong to William Thomas King Church, Richard John King Church, and Edmund Lewis Hooper, or some or one of them, and forming part

A.D. 1873.

of an estate called or known as Acton Wells Estate, lying both to the northward and southward of the Great Western Railway in the parish of Acton in the county of Middlesex, may under the powers of this Act be taken by the Company for the purpose of widening their line; and it is expedient that the special provisions in this section contained be made with respect to such lands, and for the purpose of providing for and securing to the owners and occupiers of the said estate proper communication between the severed portions of that estate: Therefore,—

(A.) The Company shall remove the existing brick archway in this Act distinguished by the number 8, and in lieu thereof shall construct and for ever maintain a girder bridge under the railway and the intended widening thereof of at least thirty feet span, and of a clear headway throughout of fifteen feet, and of a width not exceeding forty-five feet in addition to the width of the present bridge measured between the parapets thereof, of which fifteen feet only shall be on the north side of the railway, and the wing walls of such bridge when widened shall be extended by the Company to the boundary of their railway when widened:

(B.) The Company shall make approaches properly fenced off with post and four-rail fencing to the said bridge, such approaches to be carried out level on the south side of the railway, and on the north side thereof to be of a gradient not steeper than one in thirteen, and shall make the approaches on each side thirty feet wide, and in making such approaches the Company shall follow the course of the existing road:

(C.) The Company shall not widen their said railway where the same is carried over the bridge, in this Act distinguished by the number 5, to a greater extent than forty-five feet in addition to the present width of that bridge measured between the parapets thereof, of which fifteen feet only shall be on the north side of the railway, and shall construct and for ever maintain under such widening, and in direct extension of such last-mentioned bridge, a girder bridge with a span throughout the entire height thereof of not less than thirty feet, and with a headway of not less than fourteen feet, and with wing walls extending to the boundary of the Company's railway when widened, and shall make on both sides approaches properly fenced off with post and four-rail fencing, so far as the approaches are or will be in cutting, such approaches to be of the

same inclination as the inclination of the existing road, and to be not less than thirty feet wide, and such approaches to be made in a direction to be agreed upon:

(D.) The Company shall make the roadway under the bridge referred to in sub-section A, and under the widening of the bridge referred to in sub-section C, and the approaches thereto, of a barrel form, and cover such roadways and approaches with twelve inches of well-burnt brick earth and with six inches of coarse-screened gravel on the top, and shall properly drain such roadways and approaches with good and sufficient drains of glazed earthenware pipes of not less than nine inches diameter, and such roadways, approaches, and works connected therewith shall be maintained by them in a proper and efficient manner for twelve calendar months after the completion of the same:

(E.) The Company in widening the present girder bridge, in this Act distinguished by the number 14, shall preserve a headway of not less than fifteen feet and a span of thirty feet throughout, and the wing walls and roadway on each side shall be extended to the boundary of the Company's railway:

(F.) All the bridges mentioned in this section shall be so constructed as to prevent water dripping on to the footways, and shall be for ever hereafter so maintained by the Company:

(G.) The Company shall not under the provisions of this Act take, use, or enter upon more than forty-five feet in width of the Acton Wells estate from the eastern side of the said bridge No. 5 to the bridge carrying the North and South Western Junction Railway over the Company's railway; provided that no goods or mineral sidings shall be constructed by the Company on such lands on the north side of their railway; and the Company shall not erect on the said lands any coke ovens or other buildings which may be a nuisance to the adjoining property: Provided also, that none of the said bridges shall be widened to a greater extent than to admit of three additional lines of rails on the broad gauge:

(H.) The power for the compulsory purchase of land by this Act granted to the Company shall not be exercised with respect to land part of the Acton Wells estate after the expiration of two years from the passing of this Act, and the Company shall complete the alterations of the bridges

A.D. 1873.

on the said estate within two years and six months from the same date:

(I.) Provided that nothing in this Act contained shall repeal, alter, or affect any of the provisions contained in the Great Western Railway (Additional Powers) Act, 1865, for the protection of the owner of the Acton Wells estate, save and except so far as such provisions are inconsistent with the provisions of this section:

(K.) Any lands required by the Company for making or widening the approaches to the roads beyond the boundary of the Company's property shall be provided by the proprietors of the Acton Wells estate free of charge.

For the preservation of Saint Mary Street and Wharf Road, Cardiff.

43. Nothing in this Act contained shall be deemed or construed to empower the Company to take or interfere with any portion of Saint Mary Street and Wharf Road in the borough of Cardiff, or the respective footways of such street and wharf road on the west side thereof, without the consent in writing of the mayor, aldermen, and burgesses of Cardiff under their common seal, and other the owner or owners, if any, for the time being of those roads or footways respectively.

Powers for compulsory purchases limited.

44. 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.

Notice to be given of taking houses of labouring classes.

45. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have so made known their intention.

Power to Company and Rhymney Company to make new joint lines.

46. Subject to the provisions of this Act, the Company and the Rhymney Company jointly may make and maintain in the lines and according to the levels shown on the deposited plans and sections the new joint lines herein-after described, with all proper stations, sidings, approaches, roads, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for that purpose. The new joint lines in this enactment referred to and hereby authorised are,—

No. 1A. A deviation railway (five furlongs and one chain in length) to be wholly situate in the parish of Merthyr Tydfil in the county of Glamorgan, commencing by a junction with railway No. 1, authorised to be constructed by the Company and the Rhymney Company by the Company's Act of 1872, at or near a point thereon about four chains from the commencement thereof at its junction with railway No. 2 of the Company's Act of 1867, about two and a half furlongs from the termination of the last-mentioned railway at or near No. 6 blast furnace of the Dowlais Ironworks, and terminating at or near a point about twenty yards to the northward of the bottom of the Mineral Tram Incline leading to the Ffoes-y-fran Ironstone Mine Pit No. 1 of the Dowlais Iron Company:

No. 2A. A deviation railway (one furlong seven chains in length) to be wholly situate in the said parish of Merthyr Tydfil, commencing by a junction with the said deviation railway No. 1 at or near the termination thereof herein-before described, and terminating by a junction with railway No. 2 authorised to be constructed by the Company and the Rhymney Company by the Company's Act of 1872, at or near a point thereon about six chains from the commencement thereof, and eight chains or thereabouts measured in a north-westerly direction from Ffoes-y-fran Ironstone Mine Pit No. 2 of the Dowlais Iron Company:

No. 3A. A new or substituted railway (one furlong three chains in length) to be wholly situate in the said parish of Merthyr Tydfil, commencing by a junction with the said railway No. 2 of the Company's Act of 1872, at a point thereon twelve chains or thereabouts from its authorised termination by a junction with the Old Works Railway of the Dowlais Iron Company, near to the engine-shed thereon, and terminating at or near a point distant eight chains or thereabouts in a north-westerly direction from the engine-house at the top of the Cinder Incline of the Penydarren Ironworks.

New joint lines to be part of the two Companies joint undertaking.

47. For all purposes whatever, including the demanding and recovering of tolls, rates, and charges, and including also the running powers granted to the Taff Vale Railway Company, the new joint lines shall be deemed to be part of the railways Nos. 1, 2, and 3 of the Company's Act of 1867, as altered and extended by the Company's Act of 1872.

Inclination of a certain road on the new joint lines.

48. In altering for the purposes of the new joint lines the road next herein-after mentioned, the Company and the Rhymney Company may make the same of any inclination not steeper than the

A.D. 1873.

inclination herein-after mentioned in connexion therewith; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
3	Merthyr Tydfil -	Public -	1 in 10·9 on one side and 1 in 11·8 on the other.

Height and span of a certain bridge on the new joint lines.

49. The Company and the Rhymney Company may make the arch of the bridge for carrying the new joint lines over the following road of any height and span not less than the height and span herein-after mentioned in connexion therewith; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
			Feet.	Feet.
3	Merthyr Tydfil - -	Public -	15	15

For protection of lands and works of the Dowlais Iron Company.

50. And whereas it is proposed that the new joint lines shall pass through lands belonging or reputed to belong to and occupied by the Dowlais Iron Company (in this Act called "the Iron Company") with their ironworks, and on and under which they have mining rights, and are now and from time to time will be carrying on active mining and other operations in connexion with their works, and the Iron Company are likely to acquire other lands near to the new joint lines, or some or one of them, and to use them for like purposes, and it is expedient that the special provisions in this section be made with respect to the lands from time to time belonging to and so occupied by the Iron Company: Therefore, except with the previous consent in writing of the Iron Company in every instance,—

(A.) The Company and the Rhymney Company shall construct the new joint lines along and in the course indicated by the centre lines as shown on the deposited plans, and shall not deviate therefrom to any extent, and shall not for any of the purposes of this Act take, use, or enter upon any more of the lands from time to time belonging to or occupied by the Iron Company than is absolutely necessary for the width of the line of railway with not exceeding two lines of rails, and the cuttings, embankments, fences, viaducts, and arches thereof respectively, and (subject as herein-after provided) for any sidings or signal

station purposes, or for side cutting or spoil banks, or road or stream diversions, but no siding or signal station shall be constructed upon any part of the lands belonging to or occupied by the Iron Company other than such as are absolutely necessary for working or conveying the traffic over the said line of railway; and if any land be absolutely necessary for any such sidings or signal station purposes, or for any road or stream diversions, the quantity and situation of the land which may be taken by the Company and the Rhymney Company for any of those purposes shall, failing agreement, be settled by arbitration, but no station or other works except as aforesaid shall be constructed on any land belonging to or occupied by the Iron Company without their consent in writing:

(B.) The Company and the Rhymney Company shall not cut, bore, or embank any of the lands from time to time belonging to or occupied by the Iron Company which are not necessarily taken by the Company and the Rhymney Company for the construction as by this Act authorised of the new joint lines, and the cuttings, embankments, viaducts, and arches thereof, all which lands not necessarily so taken are in this Act called "the Dowlais lands:"

(C.) The Company and the Rhymney Company shall not (except as by this section provided) lay any spoil or material upon any of the Dowlais lands, or dig or remove therefrom any earth, stone, gravel, sand, or other material, or make any permanent or temporary works thereupon, or take, use, or enter upon the same, either permanently or temporarily, for any purpose:

(D.) Provided that the Company and the Rhymney Company may lay spoil or material upon or take land for necessary side cuttings from those parts of the Dowlais lands which are from time to time indicated for the purpose by the Iron Company:

(E.) Provided that where the Iron Company fail for twenty-eight days after notice in writing from the Company and the Rhymney Company to indicate a part of the Dowlais lands on which the Company and the Rhymney Company may lay spoil or material, then after the twenty-eight days, and until the Iron Company indicate a part of the Dowlais lands for the purpose, the Company and the Rhymney Company may lay spoil or material on any part of the Dowlais lands on which, but for this section, the

A.D. 1873.

Company and the Rhymney Company would be entitled to lay spoil:

(F.) Provided that any part of the Dowlais lands so indicated need not be nearer to the railway than one hundred yards therefrom:

(G.) Provided that the Company and the Rhymney Company shall not use, obstruct, or interfere with any of the Dowlais lands from time to time used or occupied by the Iron Company for the deposit of spoil or rubbish:

(H.) The Company and the Rhymney Company shall not (except and so far as is specified in Schedule (A.) to this Act) divert or alter any carriage or other road, railway, or tramway, or drain in or upon any of the Dowlais lands, or prevent the Iron Company from using or enjoying the same in as full and ample a manner as if this Act were not passed.

Accommodation works for Dowlais Iron Company specified in schedule.

51. As regards the new joint lines, the Company and the Rhymney Company shall make, and from time to time for ever thereafter maintain in good repair, for the user and accommodation of the Iron Company, and to their reasonable satisfaction, the several works specified in Schedule (A.) to this Act annexed, and shall in all respects observe the provisions expressed in that schedule, and that schedule shall be part of this Act and shall have effect accordingly.

Future accommodation works for Dowlais Iron Company.

52. As regards the new joint lines, the Company and the Rhymney Company shall from time to time and at all times hereafter, when called upon by the Iron Company so to do, at the joint and equal expense of the Company and the Rhymney Company on the one hand, and the Iron Company on the other hand, make and from time to time for ever thereafter maintain for the user and accommodation of the Iron Company, and to their reasonable satisfaction, all other roads and bridges over, and all other archways or girderways and other communications under those parts of the new joint lines which are made upon or through lands from time to time belonging to or occupied by the Iron Company, and all other accommodation works, so as effectually to preserve to the Iron Company the full and ample user and enjoyment from time to time of their works and lands, and all roads, railways, tramways, reservoirs, drains, watercourses, and waters from time to time under or upon or in connexion with the same.

For protection of ponds of Dowlais Iron Company.

53. Whereas it is proposed that the railways Nos. 1a and 2a by this Act authorised to be constructed by the Company and the Rhymney Company shall be made and maintained in the neigh-

bourhood of the Ffoes-y-fran Ironstone Mine Pit ponds, and of various watercourses and conduits belonging to or used by the Iron Company, and shown in part on the deposited plans, and which ponds, with the watercourses and conduits feeding the same and leading the water therefrom to the Iron Company's works, were made and are maintained by the Iron Company at considerable cost, for the purpose of preserving and supplying water for user in their ironworks: And whereas it is essential that the supply of water now derived by the Iron Company from those ponds and by those watercourses and conduits be not by any operation of the Company and the Rhymney Company interrupted or prejudiced: Therefore it shall not be lawful for the Company and the Rhymney Company without in every case the previous consent in writing of the Iron Company, in making or maintaining the new joint lines, or any works in connexion therewith, to take, use, or enter upon or under any land forming part of the site of those ponds and watercourses and conduits, or any of them, or of any pond, watercourse, or conduit at any time made instead of the same respectively, or to do or omit to do anything by the doing or omitting of which the respective ponds, watercourses, and conduits, or any of them, or the passage of the waters feeding the same and flowing therefrom to the ironworks, could be destroyed, damaged, or interrupted, except in accordance with a plan and specification previously approved in writing by the engineers of the Company and the Rhymney Company and the Iron Company, or, failing their agreement, unless and until the Company and the Rhymney Company obtain and deliver to the Iron Company a plan and specification approved by a competent engineer appointed by the Board of Trade, and certified by him to be the plan and specification of such works as can be carried into effect without detriment to the respective ponds and watercourses and conduits, or any of them; and after the requisite plan and specification are approved the works shall be made and maintained in accordance therewith, and under the superintendence and to the reasonable satisfaction of the Iron Company's engineer, but at the expense in all things of the Company and the Rhymney Company.

New ponds to be made when necessary.

54. If and whenever by reason of any act or omission of the Company and the Rhymney Company the Ffoes-y-fran Ironstone Mine Pit ponds, or the watercourses or conduits connected therewith, or any part thereof, or any pond, waterwork, or conduit made in pursuance of this section instead thereof, be damaged or interfered with so that by reason of leakage or otherwise the supply of water to the Iron Company's works is at any time hereafter lessened or interrupted, the Company and the Rhymney Company shall immediately, on notice thereof from the Iron Company, execute all works

A.D. 1873

and do all acts proper and sufficient for the immediate repair of the mischief, and if required in writing by the Iron Company, in consequence of the lessening or interruption of the water supply, so to do, the Company and the Rhymney Company shall forthwith make to the reasonable satisfaction of the Iron Company on part of the Dowlais lands, approved for the purpose by the Iron Company, a new pond or new ponds of the same capacity at least as the pond or ponds for which the new pond or ponds is or are substituted, with all proper and sufficient watercourses or conduits in connexion with the new pond or ponds, so that a supply of water at least equal to the now existing supply be thereby received, preserved, and led to the works of the Iron Company as conveniently as theretofore: Provided that the Company and the Rhymney Company shall not be bound to comply with any requirement for the making of any new pond, watercourse, or conduit, if, within twenty-one days after being required by the Iron Company so to do, they obtain and deliver to the Iron Company a certificate in writing under the hand of a competent engineer appointed for the purpose by the Board of Trade, that the lessening or interruption of the water supply can be substantially and permanently remedied by the repair of the then existing pond or ponds or watercourses or conduits; and if within forty days after being required by the Iron Company to make any new pond, watercourse, or conduit, the Company and the Rhymney Company, after having obtained and delivered such certificate, fully and permanently remedy all lessening and interruption of the water supply: Provided that the Iron Company shall not be precluded by any such certificate from making any further requirement on any subsequent cause for the making of any new pond, watercourse, or conduit arising or appearing.

Works to be made by Dowlais Iron Company on failure of other companies.

55. If and whenever the Company and the Rhymney Company fail to make, execute, maintain, or repair any work which under this Act they are from time to time bound to make, execute, maintain, or repair for the accommodation, user, or protection of the Iron Company, then, after notice in writing of the failure from the Iron Company to the Company and the Rhymney Company, the Iron Company may make and do all works and things proper and sufficient in that behalf which the Company and the Rhymney Company so fail to make and do, and the Company and the Rhymney Company shall pay to the Iron Company the amount from time to time expended by them in that behalf, with interest at the rate of five pounds per centum per annum thereon, from the respective times of the expenditure thereof.

Saving the rights of the

56. Except as by this Act otherwise expressly provided, this Act or anything herein contained shall not take away, lessen, alter, or

prejudice any of the estates, interests, rights, powers, or authorities of the Iron Company.

Dowlais Iron Company.

57. The expression "Dowlais Iron Company" and "the Iron Company" in this Act respectively mean and include Sir Ivor Bertie Guest, Baronet, his heirs and assigns, and the trustees or trustee for the time being acting in the execution of the trusts of the will of Sir Josiah John Guest, Baronet, deceased, according to their respective estates and interests.

Meaning of the expression Dowlais Iron Company.

58. Nothing herein contained shall extend to annul, alter, abridge, or affect a certain indenture or agreement dated the thirteenth day of February one thousand eight hundred and seventy-two, entered into between the Iron Company of the one part, and the Company and the Rhymney Company of the other part, in reference to the deviation, construction, working, and user of the railways numbers 1, 2, and 3, authorised by the Company's Act of 1867, save and except so far as such agreement is by the Company's Act of 1872 and this Act respectively varied or rendered incapable of being performed, but such agreement shall, whenever it refers to the said railways numbers 1, 2, and 3, be read and construed as having reference to those railways respectively, as by the Company's Act of 1872 authorised to be deviated or altered, in the same manner in all respects as if such deviations or alterations had been authorised or made previous to the execution of that agreement.

Saving rights of Dowlais Iron Company under an agreement dated 13th February 1872.

59. If the Company and the Rhymney Company fail within the period limited by this Act to complete the new joint lines, those Companies shall be jointly liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until those railways are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railways not so completed.

Imposing penalty unless new joint lines opened.

The said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act, 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General, on behalf of the Court of Chancery, in the bank named in such warrant or order, and shall not be paid thereout except as herein-after provided.

A.D. 1873.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company and the Rhymney Company were prevented from completing or opening the said railways by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty for non-completion of new joint lines.

60. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the new joint lines, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company and the Rhymney Company by this Act of taking property for the purposes of those railways, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order, on the application of the Solicitor to Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company and the Rhymney Company are insolvent and have been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid to such receiver, or to the liquidator or liquidators of the Company and the Rhymney Company, or be otherwise applied as part of the assets of those Companies for the benefit of their creditors.

On expiration of time limited for completion of new joint lines powers to cease.

61. If the new joint lines are not 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 and the Rhymney Company jointly for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

A.D. 1873.

Period for purchase of lands by the two Companies.

62. The powers by this Act granted to the Company and the Rhymney Company jointly for the compulsory purchase of lands for the purposes of the new joint lines shall not be exercised after the expiration of three years from the passing of this Act.

Land for extraordinary purposes of the two Companies.

63. The quantity of land to be taken by the Company and the Rhymney Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed one acre, exclusive of any land which by any other Act those two Companies are empowered to take for the like purposes, and exclusive of the land which may be so taken by the Company solely.

Abandonment by the two Companies of portions of authorised railways.

64. The Company and the Rhymney Company may and shall abandon and relinquish the construction of,—

1. So much and such parts of the railways No. 1 and No. 2 of the Company's Act of 1872 authorised to be constructed by the Company and the Rhymney Company as may be rendered unnecessary by reason of the construction of the two deviation railways by this Act authorised to be constructed by them; and
2. The whole of railway No. 3 of that Act authorised to be constructed by the Company and the Rhymney Company.

Compensation for damage to land by entry, &c. for purposes of those portions of authorised railways so abandoned.

65. The abandonment by the Company and the Rhymney Company under the authority of this Act of the railway and portions of railways by this Act authorised to be abandoned by them shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of the said railway and portions of railways, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied to receive compensation for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act, 1845, or the Company's Act of 1872 respectively.

Compensation to be made in respect of those portions of railway abandoned.

66. Where before the passing of this Act any contract has been entered into or notice given by the Company and the Rhymney Company, or either of them, for the purchasing of any land for the purposes of or in relation to the said railway and portions of railways so authorised to be abandoned, the Company and the Rhymney Company shall be released from all liability to purchase or to complete the purchase of any such lands, but, not-

A.D. 1873.

withstanding, full compensation shall be made by the Company and the Rhymney Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice.

The amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Extension of time for purchase of lands authorised by Oxford, Worcester, and Wolverhampton Act, 1859.

67. The time limited by the Company's Act of 1866 for the compulsory purchase of lands authorised to be purchased by the Oxford, Worcester, and Wolverhampton Railway Act, 1859, for the construction of an embankment or embankments in lieu of viaducts at Stourbridge in the hamlet of Amblecote, Blakedown in the parish of Hayley, and Hoo Brook in the foreign of Kidderminster in the parish of Kidderminster, is hereby extended for the period of five years from the passing of this Act, and after the expiration of that period those powers shall cease. For the purposes of this enactment Part II. of the Railways Clauses Act, 1863, shall be read and construed as if the embankment or embankments were a railway within the intent and meaning thereof.

Revival of powers for purchase of lands for railway authorised by Company's Act of 1868.

68. The powers conferred on the Company by the Company's Act of 1868 for the compulsory purchase of lands for the purposes of the railway in the parish of Old Swinford, by that Act authorised to be constructed, are hereby revived and may be exercised by the Company until the thirteenth day of July one thousand eight hundred and seventy-six, and after the expiration of that period those powers shall cease.

Extension of time for completion of that railway.

69. The time limited by the Company's Act of 1868 for the completion of the railway in the parish of Old Swinford, by that Act authorised to be constructed, is hereby extended to the thirteenth day of July one thousand eight hundred and seventy-six.

Imposing penalty unless last-mentioned railway opened.

70. Sections eight and nine of the Company's Act of 1868 are hereby repealed.

If the said railway in the parish of Old Swinford be not completed within the extended period limited by this Act for the completion thereof, then the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until that railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of that railway.

The said penalty may be applied for by any landowner or other

person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act, 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General, on behalf of the Court of Chancery, in the bank named in such warrant or order, and shall not be paid thereout except as herein-after provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening that railway by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty for non-completion of last-mentioned railway.

71. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railway in the parish of Old Swinford, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company of taking property for the purposes of that railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order, on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the court, if the Company is insolvent and has been ordered to be wound up, or a receiver has

A.D. 1873.

been appointed, shall wholly or in part be paid to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

On expiration of time for completion of that railway powers to cease.

72. If the said railway in the parish of Old Swinford be not completed within the extended period limited by this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Reviving powers for purchase of lands for portion of railway No. 1 of West Midland Act of 1862.

73. The powers contained in the West Midland Act of 1862 for the compulsory purchase of lands for the construction of railway No. 1 of that Act are, in respect of the lands numbered upon the deposited plans referred to in that Act 10 in the parish of Rowley Regis, hereby revived, and may be exercised by the Company until the seventeenth day of July one thousand eight hundred and seventy-four, and on the expiration of that period those powers shall cease.

Extension of time for completion of railway No. 1 of West Midland Act of 1862.

74. The period limited by the Company's Act of 1872 for the construction and completion of so much of railway No. 1 of the West Midland Act of 1862 as is firstly described in section sixty-three of the Company's Act of 1872, is (except as to so much thereof as is by this Act authorised to be abandoned) hereby extended until the seventeenth day of July one thousand eight hundred and seventy-four, and as to the portion of the said railway secondly described in that section the period so limited is hereby extended until the seventeenth day of July one thousand eight hundred and seventy-five.

Imposing penalty unless that railway opened.

75. Sections twenty-six and twenty-seven of the Company's Act of 1869, and section sixty-four of the Company's Act of 1872, so far as those sections relate to the portions of the said railway No. 1 the time for completing which is by this Act extended, shall be and the same are hereby repealed.

If the said respective portions of the said railway No. 1 be not completed and opened for public traffic within the extended periods respectively by this Act limited for the completion thereof, then the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the respective period so limited until the said respective portions are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of those respective portions of railway.

The said penalty may be applied for by any landowner or other

person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act, 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General, on behalf of the Court of Chancery, in the bank named in such warrant or order, and shall not be paid thereout except as herein-after provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the said respective portions of railway by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty.

76. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said portions of the said railway No. 1, or any part thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property for the purposes of the said portions of railway conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order, on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid to

A.D. 1873.

such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

On expiration of time for completion of that railway powers to cease.

77. If the said respective portions of railway No. 1 of the West Midland Act of 1862 be not completed within the extended period respectively limited by this Act, then on the expiration of the respective period the powers by this Act granted to the Company for making and completing those respective portions of railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Provision for diversion of Wright's Lane, Rowley Regis.

78. With respect to the construction of the said railway No. 1 of the West Midland Act of 1862, and the works connected therewith, the Company and the Local Board of Health for the district of Rowley Regis may agree as to the diversion of Wright's Lane so as to carry it alongside of that railway instead of carrying that lane over the said railway by a bridge, and on such diversion being completed to the reasonable satisfaction of the said Local Board, so much of Wright's Lane as lies between the commencement of the said intended diversion and a point on Wright's Lane 66 yards northward of the point where Wright's Lane communicates with the road leading from Dudley to the Old Hill station shall be stopped up and abandoned.

Extending time for sale of certain superfluous lands.

79. The Company may, notwithstanding anything to the contrary in the Lands Clauses Consolidation Act, 1845, or in any Act relating to the Company with which that Act is incorporated, retain and hold any lands belonging to them in the parishes enumerated in the Schedule (B.) to this Act, and which have not yet been applied to the purposes of the Company, for the period of ten years from the passing of this Act; but the Company shall at the expiration of that period sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking.

Provision as to alteration of gauge on certain railways.

80. The Berks and Hants Company, the Bridport Company, the Calne Company, the East Somerset Company, the Faringdon Company, and the Marlborough Company respectively, may do such acts in respect of the adaptation of their railways, or some part or parts thereof, to the narrow gauge only, or to the mixed gauge, as they may deem expedient, and may make and carry into effect agreements with the Company with respect thereto; and notwithstanding anything in any Act or Acts contained to the contrary, the gauge on the railways of the said companies respectively, or on any part or parts thereof, may be adapted accordingly.

Vesting of undertaking of Faringdon Company in the Company.

81. The vesting of the undertaking of the Faringdon Company in the Company may be effected upon the terms and conditions and in the manner and subject to the provisions following; (that is to say,)

(Substitution of stock of the Company for shares of the Faringdon Company.)

1. The Company, with the previous consent of three fourths of the votes of the shareholders in the Company and in the Faringdon Company respectively, present in person or by proxy at some general meeting of the respective Company specially convened for the purpose, may issue to every holder of ordinary shares in the Faringdon Company, in lieu of or in exchange for the shares in the Faringdon Company so held by him, consolidated preference stock of the Company bearing interest at the rate of five pounds per centum per annum to an amount not exceeding twenty-five per centum of the amount paid up upon or in respect of the shares of the Faringdon Company held by him, and the Company may also issue to every holder of preference shares in the Faringdon Company, in lieu of or in exchange for the preference shares held by him in the Faringdon Company, consolidated preference stock of the Company bearing interest at the rate of five pounds per centum per annum to an amount not exceeding fifty per centum of the amount paid up upon or in respect of the preference shares of the Faringdon Company held by him;

The Company may from time to time apply to the above purpose any shares or stock not exceeding in the whole the sum required for that purpose, which they are by the Great Western Railway (Additional Powers) Act, 1871, authorised to create and issue, and which are not made applicable to any special purpose, or which being made so applicable are not required for the special purpose, and may assign to all or any of such shares or stock a preferential dividend at the rate of five pounds per centum per annum; the shares or stock to which such preferential dividend may be so assigned shall rank, whenever created, pari passu, and be consolidated with the other consolidated preference stock of the Company:

(Undertaking of Faringdon Company vested.)

2. After such consent as aforesaid of the shareholders in the Company and in the Faringdon Company respectively has been obtained, and upon the registration in the books of the Company of the names of the holders of shares in the Faringdon Company, as the holders of the amount of the consolidated preference stock of the Company to which they may be entitled as herein-before provided, the undertaking

A.D. 1873.

of the Faringdon Company, and the several railways and branches, stations, sidings, approaches, buildings, fixed plant, warehouses, and all other works, whether complete or incomplete, and all the lands and other the property, estate, moneys, books, papers, documents, and assets of that Company, shall be and are hereby absolutely vested in the Company as part of their undertaking, subject to the liabilities of the Faringdon Company;

The Faringdon Company shall thereupon be dissolved except for the purpose of winding up its affairs:

(Company may exercise powers of Faringdon Company.)

3. Immediately upon the vesting of the undertaking of the Faringdon Company under the provisions of this Act, the Company may and shall exercise and fulfil in their own name, and under their own seal, and in the names and under the hands of their directors, officers, or servants, all the rights, powers, liabilities, and obligations of the Faringdon Company, whether with reference to the acquisition of lands, the construction of works, the borrowing of money, the levying of tolls, rates, and charges, and otherwise, in like manner as those rights, powers, liabilities, and obligations are authorised and required to be exercised and fulfilled by that Company:

(Company may issue debenture stock.)

4. Upon such vesting, the Company may create and issue from time to time debenture stock of the Company, in lieu of or exchange for, or instead of the renewal of, and to the amount of the debentures, debenture stock, mortgages, or bonds authorised to be created or issued by the Faringdon Company, or they may exercise in their own name and on the security of their own undertaking, the borrowing powers of the Faringdon Company; the debenture stock so created shall rank, pari passu, with all other debenture stock of the Company:

(Certificate of substituted stock to be issued.)

5. A certificate of the stock in the capital of the Company, issued in substitution of any share in the Faringdon Company, shall be issued to the respective holders of such existing shares, free of any charge in respect thereof, but the Company shall not be required to issue any such certificate unless and until the certificate of the share in the Faringdon Company has been delivered up to be cancelled or satisfactory evidence of its loss or destruction has been given to the Company:

(Substituted stock of the Company to

6. The stock in the capital of the Company so issued shall remain and be vested in the person or persons to whom it is issued,

upon the same trusts and subject to the same powers, provisions, declarations, agreements, charges, liens, and incumbrances, as at the time of issue thereof affect the share in the Faringdon Company, in substitution for which the stock in the capital of the Company is issued, and so as to give effect to and not revoke any testamentary disposition of or affecting such shares.

be upon the same trusts, &c.)

82. The Company and the Briton Ferry Company may, subject to the provisions of Part III. of the Railways Clauses Act, 1863, from time to time enter into and carry into effect contracts and agreements with reference to the working, use, and management by the Company of the undertaking of the Briton Ferry Company, and the works and conveniences connected therewith; and the Company and the Briton Ferry Company may do all acts and things which may be necessary for such purposes.

Company and Briton Ferry Company may enter into working agreements.

83. During the continuance of any agreement to be entered into under the provisions of this Act for the working and use of the railway of the Briton Ferry Company by the Company, the railway of the Company and the railway of the Briton Ferry Company shall, for the purposes of short-distance tolls and charges, be considered as the railway of the Company; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Briton Ferry Company and partly on the railway of the Company for a less distance than six miles, tolls and charges may only be charged as for six miles; and in respect of passengers, for every mile or fraction of a mile beyond six miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond six miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods, partly on the railway of the Briton Ferry Company and partly on the railway of the Company.

Tolls on traffic conveyed partly on the railway of the Company and partly on the railway of the Briton Ferry Company.

84. The Company and the several holders of shares, or of mortgages, bonds, or other securities of the Briton Ferry Company, or any of them, may enter into and carry into effect agreements for or in relation to the acquisition by the Company of the interests of the said holders of shares, or of mortgages, bonds, or other securities in the undertaking of the Briton Ferry Company, and in the securities of that Company held by them, and may do all acts which may be necessary for such purposes or any or either of them, and the Company may apply in or towards payment of the purchase money of the said shares, mortgages, bonds, or other securities respectively any moneys from time to time raised by them and which are not by

Company and holders of shares and securities in Briton Ferry Company may enter into agreements.

A.D. 1873.

any of the Acts relating to the Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose, or they may from time to time apply to the purposes of this enactment any shares or stock (not exceeding in the whole the sum of seventy-five thousand pounds) which they are by the Great Western Railway (Additional Powers) Act, 1871, authorised to create and issue, and which are not made applicable to any special purpose, or which being so made applicable are not required for the special purpose, and may assign to all or any of such shares or stock a preferential dividend at the rate of five pounds per centum per annum. The shares or stock to which such preferential dividend may be so assigned shall rank whenever created, pari passu, and be consolidated with the other consolidated preference stock of the Company.

As to purchase of undertaking of Briton Ferry Company.

85. The Company may purchase, and the Briton Ferry Company, or any liquidator of that Company appointed by or under the authority of the Court of Chancery, may sell the undertaking of the Briton Ferry Company: Provided that no such purchase and sale shall be valid and binding unless and until the terms and conditions thereof have received the consent of three fourths of the votes of the shareholders in the Company, present in person or by proxy at some general meeting of the Company specially convened for the purpose, and if the sale be made by the Briton Ferry Company then the like consent also of the shareholders of that Company at a like meeting of that Company; but if the sale be made by a liquidator of that Company, then in lieu of such last-mentioned consent, such sale shall not be valid and binding unless and until the terms and conditions of such sale have been approved by the Court of Chancery:

Provided also, that the amount of money, shares, stock, or debenture stock of the Company expended or applied for or to the purposes of such purchase and sale shall not in the aggregate exceed the sum of seventy-five thousand pounds:

Provided also, that subject to the foregoing provisions the purchase and sale may be for such consideration and upon such terms and conditions as the parties thereto think fit:

Provided further, that if the said Briton Ferry Pending Bill shall pass into a law in the present session of Parliament the provisions of this section shall be inoperative.

Provision respecting such purchase.

86. In the event of the purchase and sale of the undertaking of the Briton Ferry Company being effected, whether under the powers of this Act or of the said Briton Ferry Pending Bill, if that Bill pass into a law, the following provisions shall be applicable and take effect with reference thereto; (that is to say,)

A.D. 1873.

1. The Company may pay the whole or part of the consideration for such purchase and sale, in money or by the issue of shares or stock of the Company, as may be agreed upon: (Application of funds.)

The Company may apply to the payment of the consideration or purchase money any moneys from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose, or they may from time to time apply to such payment any shares or stock which they are by the Great Western Railway (Additional Powers) Act, 1871, authorised to create and issue, and which are not made applicable to any special purpose, or which being so made applicable are not required for the special purpose, and may assign to all or any of such shares or stock a preferential dividend at the rate of five pounds per centum per annum; the shares or stock to which such preferential dividend may be so assigned shall rank whenever created, pari passu, and be consolidated with the other consolidated preference stock of the Company;

2. If the sale of the undertaking of the Briton Ferry Company be effected by a liquidator, any sum of money payable by the Company in respect thereof, whether the whole or part only of the consideration for such sale, shall before the purchase takes effect be paid by the Company into the Bank of England, to the credit of an account to be called the "Briton Ferry Dock Sale Account," and shall on the application of the liquidator be paid and applied in such manner as the Court of Chancery may direct; (Deposit of purchase money if sale effected by liquidator.)

3. Upon such purchase and sale taking effect the undertaking of the Briton Ferry Company, and the several railways, stations, sidings, approaches, buildings, fixed plant, warehouses, wharfs, staiths, cranes, and all other works, whether complete or incomplete, and all the lands and other the property, estate, moneys, books, papers, documents, and assets of that Company, shall be and are hereby absolutely vested in the Company as part of their undertaking, subject to the liabilities of the Briton Ferry Company; (Undertaking of Briton Ferry Company vested in Company.)

The Briton Ferry Company shall thereupon be dissolved except for the purpose of winding up its affairs:

4. Immediately upon the vesting of the undertaking of the Briton Ferry Company, the Company may and shall exercise and fulfil in their own name and under their own seal, and (Company may exercise powers of Briton

A.D. 1873.

Ferry Company.)

in the names and under the hands of their directors, officers, or servants, all the rights, powers, liabilities, and obligations of the Briton Ferry Company, whether with reference to the acquisition of lands, the construction of works, the borrowing of money, the levying of tolls, rates, and charges, or otherwise, in like manner as those rights, powers, liabilities, and obligations are authorised and required to be exercised and fulfilled by that Company;

(Company may issue debenture stock.)

5. Upon such vesting, the Company may create and issue from time to time debenture stock of the Company in lieu of or in exchange for or instead of the renewal of and to the amount of the debentures, debenture stock, mortgages, or bonds authorised to be created or issued by the Briton Ferry Company, or they may exercise in their own name and on the security of their own undertaking the borrowing powers of the Briton Ferry Company; the debenture stock so created shall rank, pari passu, with all other debenture stock of the Company;

(Certificate of substituted stock to be issued.)

6. A certificate of the stock in the capital of the Company issued in substitution for any share in the Briton Ferry Company shall be issued to the respective holders of such existing shares, or to the holders of mortgages, bonds, or other securities in the Briton Ferry Company (as the case may be) free of any charge in respect thereof, but the Company shall not be required to issue any such certificate unless and until the certificate of the share in the Briton Ferry Company, or the mortgage bond or other security (as the case may be), has been delivered up to be cancelled, or satisfactory evidence of its loss or destruction has been given to the Company;

(Substituted stock of the Company to be upon the same trusts, &c.)

7. The stock in the capital of the Company so issued shall remain and be vested in the person or persons to whom it is issued, upon the same trusts, and subject to the same powers, provisions, declarations, agreements, charges, liens, and incumbrances, as at the time of the issue thereof affect the share or security in the Briton Ferry Company, in substitution for which the stock in the capital of the Company is issued, and so as to give effect to and not revoke any testamentary disposition of or affecting such share;

(Power to trustees and others to accept stock of the Company.)

8. It shall be lawful for all trustees, executors, administrators, mortgagees having power of sale, married women, and corporations holding or being entitled to or interested in any shares, stocks, or securities of the Briton Ferry Company upon any trust, or otherwise, and for the guardians and committees respectively of the estate of any infants and

lunatics respectively, who may hold or be entitled to or interested in any shares, stocks, or securities of the Briton Ferry Company, to accept any money or stock which may be issuable to them under the provisions of this Act:

Provided always, that within three months from the vesting in the Company of the undertaking of the Briton Ferry Company, as provided for by this Act, the Company shall produce to the Commissioners of Inland Revenue a copy of this Act printed by Her Majesty's printer, and duly stamped with the ad-valorem stamp duty of the same amount as would have been payable if the transfer of the undertaking had been by a deed of conveyance; and if the said Company shall not within the said period of three months produce to the said Commissioners such copy of this Act duly stamped as aforesaid, the ad-valorem stamp duty shall be recoverable from the Company, with full costs of suit, and all costs and charges attending the same.

Working and traffic agreements between the Company and the Cowbridge Company.

87. The Company and the Cowbridge Company may, subject to the provisions of Part III. of the Railways Clauses Act, 1863, from time to time enter into and carry into effect agreements with reference to all or any of the following objects or purposes; (that is to say,)

The maintenance and use by the Company of the railway and works of the Cowbridge Company;

The regulation, management, and transmission of traffic on or beyond the railway of the Cowbridge Company and the railway of the Company respectively;

The collection, payment, division, apportionment, appropriation, and distribution of the tolls, rates, and charges arising in respect of any such traffic;

The working by the Company of the railway and works of the Cowbridge Company, and the receiving and levying rates and tolls in respect thereof; and

All matters incidental to the objects aforesaid, or any of them.

Tolls on traffic conveyed partly on the railway of the Cowbridge Company and partly on the railway of the Company.

88. During the continuance of any agreement to be entered into under the provisions of this Act for the working and use of the railway of the Cowbridge Company by the Company, the railway of the Company and the railway of the Cowbridge Company shall, for the purpose of short-distance tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Cowbridge Company and partly on the railway of the Company for a less distance than four miles, tolls and charges may only be charged as

A.D. 1873.

for four miles; and in respect of passengers, for every mile or fraction of a mile beyond four miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond four miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods, partly on the railway of the Cowbridge Company and partly on the railway of the Company.

Working and traffic arrangements between the Company and the Great Marlow Railway Company.

89. The Company and the Great Marlow Company may, subject to the provisions of Part III. of the Railways Clauses Act, 1863, from time to time enter into and carry into effect agreements with reference to all or any of the following objects or purposes; (that is to say,)

The maintenance and use by the Company of the railway and works of the Great Marlow Company;

The regulation, management, and transmission of traffic on or beyond the railway of the Great Marlow Company and the railway of the Company respectively;

The collection, payment, division, apportionment, appropriation, and distribution of the tolls, rates, and charges arising in respect of any such traffic;

The working by the Company of the railway and works of the Great Marlow Company, and the receiving and levying rates and tolls in respect thereof;

And all matters incidental to the objects aforesaid or any of them.

Tolls on traffic conveyed partly on the railway of the Great Marlow Company and partly on the railway of the Company.

90. During the continuance of any agreement to be entered into under the provisions of this Act for the working and use of the railway of the Great Marlow Company by the Company, the railway of the Company and the railway of the Great Marlow Company shall, for the purposes of short-distance tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Great Marlow Company and partly on the railway of the Company for a less distance than three miles, tolls and charges may only be charged as for three miles; and in respect of passengers, for every mile or fraction of a mile beyond three miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond three miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods, partly on the railway of the Great Marlow Company and partly on the railway of the Company.

A.D. 1873.

Confirmation of agreement between Marlow Company and shareholders in that company.

91. The agreement dated the twenty-sixth day of August one thousand eight hundred and seventy-two, and made between the Great Marlow Company of the first part, the several persons (and firms) whose names and seals are respectively subscribed and affixed to the first schedule thereto of the second part, and the several persons (and firms) whose names and seals are respectively subscribed and affixed to the second schedule thereto of the third part, which agreement and the said schedules thereto are set forth in the Schedule (C.) to this Act, is hereby confirmed and made binding on the parties thereto, and full effect may and shall be given thereto, and the Great Marlow Railway Act, 1868, and every provision thereof, shall be read and construed accordingly.

Authorising agreements with Wexford Company.

92. The Company and the Wexford Company may enter into and carry into effect agreements with respect to all or any of the following objects or purposes; (that is to say,)

The forwarding, regulation, management, and transmission by land and by sea of traffic passing between and on or beyond the railway of the Wexford Company and the railway of the Company respectively:

The collection, payment, division, apportionment, appropriation, and distribution of the tolls, rates, and charges arising in respect of any such traffic.

Power to Company to acquire accommodation at Waterford, &c.

93. The Company and any corporation, trustees, or persons having any quay space or wharfage accommodation at Waterford, Cork, Queenstown, and Passage, or any or either of those places, may from time to time enter into and carry into effect contracts and agreements for the lease, occupation, and use thereof, and the Company may enter into and carry into effect such agreements, contracts, or leases, with the owners of any lands, houses, and buildings at the ports aforesaid, for such lands, houses, and buildings, or for the use and occupation thereof, as may be required for the accommodation of the traffic conveyed or to be conveyed by their steam vessels, and for other purposes connected with their trade to and from those places or any or either of them.

Power to subscribe to undertakings of other companies.

94. The Company may, with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, from time to time subscribe for and take shares in, or by lending money on mortgage, or subscribing for or taking debenture stock, contribute funds towards the undertakings of the under-mentioned Companies respectively to any extent not exceeding the sums herein-after mentioned; (that is to say,)

The Alcester Company twenty-five thousand pounds:

A.D. 1873.

The Marlow Company fifteen thousand pounds:
The North Somerset Company twenty-five thousand pounds:
The Pontypool Company fifty thousand pounds (in addition to the sums which the Company have already subscribed, or are authorised to subscribe to that Company):

Provided that the Company shall not sell, dispose of, or transfer any share, mortgage, or debenture stock so held by them.

The Company shall, in respect of any sum subscribed and the corresponding shares to be held by them in the undertaking in or towards which such sum is subscribed, have all the powers, rights, and privileges (except in regard to voting at general meetings, which shall be as herein-after provided), and be subject to all the obligations and liabilities of proprietors of shares in that undertaking.

Company while shareholders may vote at meetings of those companies.

95. The Company while shareholders of any of the companies to which they may so subscribe as aforesaid may by writing under their common seal from time to time appoint some person to attend any meeting of that company, and such person shall have all the privileges and powers attaching to other shareholders at such meeting, and may vote thereat in respect of the capital held by the Company in the undertaking of that company:

Every such appointment by the Company of any person to vote on their behalf shall be delivered to the respective company and kept with their records, and shall be at all reasonable times open to the inspection and transcription of all parties interested, and every such instrument shall as between the Company and the other company be sufficient evidence of the facts therein stated.

Company may exercise in their own name borrowing powers of certain other companies.

96. The Company, with the previous consent in writing of the under-mentioned companies respectively under their respective common seals (that is to say), the Corwen Company, the East Somerset Company, the Leominster Company, the Llangollen and Corwen Company, the Nantwich Company, the Vale of Llangollen Company, the Wellington and Drayton Company, and the Wellington and Severn Company, may in their own name, and under their own seal, and upon the security of their own undertaking, borrow upon mortgage or debenture any sums of money which by the Acts relating respectively to the above-named companies those companies respectively are authorised to borrow, or they may in lieu of so borrowing create and issue a like amount of debenture stock in their own undertaking, and all the provisions of sections 52, 53, and 54 of the Great Western Railway Act, 1869, shall remain operative, effectual, and applicable, so far as they can be applied, to the exercise by the Company in their own name of the powers hereby conferred on them:

Provided always, that the amount so raised by the Company shall not, together with any sums of money owing on mortgage or debenture, or raised by the creation of debenture stock by the said other companies respectively, at any time exceed the sums which they are respectively authorised to borrow:

Provided also, that during the exercise by the Company of the powers by this enactment conferred upon them, it shall not be lawful for the other company in respect of whom those powers are exercised to exercise the power of borrowing conferred upon them by any of the Acts relating to them respectively:

Provided also, that any mortgages or debentures granted by either of the said other companies, and the power of re-borrowing the money secured thereby, shall not be prejudiced or affected by anything done under the authority of this present enactment.

Power to Company to create new shares or stock.

97. The Company from time to time, by the order of any general meeting of the Company, may raise, by the creation and issue of new shares or stock, such capital as they shall think necessary, not exceeding five hundred thousand pounds, exclusive of the other moneys which they are or may be authorised to raise by this Act or by any other Act or Acts of Parliament, and the Company may create and issue such new shares or stock either wholly or partially as ordinary, or wholly or partially as preferential shares or stock, as they may think fit.

General power to dispose of new shares or stock.

98. The Company may from time to time, in raising any portion of the additional capital by this Act authorised, dispose of all or any of the shares or stock representing the same, at such times, to such persons, on such terms and conditions, and in such manner as the directors think advantageous to the Company.

Power to cancel unissued shares or stock.

99. If the Company after having created any new shares or stock determine not to issue the whole of the shares or stock so created, they may cancel the unissued shares or stock, and may from time to time thereafter create and issue instead thereof other new shares or stock of an aggregate amount not exceeding the aggregate amount of the shares or stock so cancelled, and in like manner the Company may create and issue new shares or stock in lieu of any new shares or stock which may have been issued and redeemed.

Shares not to be issued until one fifth part thereof paid up.

100. The Company shall not issue any share, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Except as otherwise provided,

101. Except as by or under the provisions of this Act otherwise provided, the capital in new shares or stock created by the Company

A.D. 1873.

new shares or stock to be subject to the same incidents as other shares or stock.

under this Act, and the new shares or stock therein, and the holders thereof respectively, shall be subject and entitled to the same powers, provisions, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company, and the new shares or stock were shares or stock in that capital.

The capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on new shares or stock.

102. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company, and shall be entitled to a dividend with the other holders of shares or stock of the same class or description, proportioned to the whole amount from time to time called and paid on such new shares or stock.

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

103. Except as otherwise expressly provided by the resolution creating the same, no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

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

104. Subject to the provisions of any Act already passed, by which the Company are authorised to raise capital by new shares or stock, and to the provisions of this Act and any other Act passed in the present session of Parliament, whether before or after the passing of this Act, by which the Company may be authorised to raise capital by new shares or stock, the Company may, if they think fit, raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to borrow.

105. The Company may from time to time borrow on mortgage any sum not exceeding in the whole one hundred and sixty-six thousand pounds; in addition to any other sums which they are or may be authorised to borrow by any other Act or Acts of Parliament, but no part thereof shall be borrowed until shares, if the capital is raised by means of shares, for the whole capital of five hundred thousand pounds which the Company are by this Act authorised to raise, are issued and taken up, and one half of that capital is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares for the whole of that capital have been issued and accepted, and that one half of that capital has been paid up, and that not less than one fifth part of the amount of each separate share in that capital has been paid on account thereof, before or at the time of the issue or acceptance

thereof, or if the said capital is raised by means of stock, until stock for one half of the said capital is issued and accepted, and fully paid up, and that such shares or stock, as the case may be, were issued and taken bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, or assigns, and if the said capital is raised by shares, that such persons or corporations, or their executors, administrators, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Debenture stock.

106. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863, but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank, pari passu, with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by mortgages granted after the passing of this Act.

Existing mortgages to have priority.

107. All mortgages or bonds granted or to be granted under the authority of any former Act relating to the Company shall during the continuance thereof have priority over any mortgages granted by virtue of this Act, but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Further provision as to period for closing of transfer books of debenture stock.

108. The directors of the Company may close the registers of transfers of debenture stock for any period not exceeding sixteen days previous to the thirtieth day of June and the thirty-first day of December in each year, and they may fix a day for the closing of the same, of which seven days notice shall be given by advertisement in some newspaper published in London, and any transfer made during the time when the registers of transfers are so closed shall as between the Company and the party claiming under the same, but not otherwise, be considered as made after the expiration of the period during which the registers of transfers remain so closed.

Application of moneys.

109. All moneys raised under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied to the purposes of this Act, and subject thereto to the general purposes of the undertaking of the Company, and to no other purpose whatever.

Company may apply surplus

110. The Company may from time to time apply to all or any of the purposes of this Act any moneys from time to time raised by

A.D. 1873.

moneys to purposes of this Act.

them, and which are not by any of the Acts relating to the Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

Rhymney Company may apply surplus moneys to purposes of Act.

111. The Rhymney Company may from time to time apply to any of the purposes of this Act which may in accordance with the provisions of this Act be carried into effect by them any moneys from time to time raised by them, and which are not by any of the Acts relating to that Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

Interest not to be paid on calls paid up.

112. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

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

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

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

114. Nothing in this Act contained shall exempt the railway from the provisions of any general Act relating to railways, or 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 or alteration under the authority of Parliament of the maximum rates of fares and charges, or of the rates for small parcels, authorised to be taken by the Company.

Expenses of Act.

115. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

SCHEDULES referred to in the foregoing Act. A.D. 1873

SCHEDULE (A.)

Works and Matters for the Accommodation and User and Protection of the Iron Company, to be made and maintained and observed respectively by the Company and the Rhymney Company, in connexion with the new joint Lines, by this Act authorised to be constructed by the Company and the Rhymney Company.

Railway No. 1A.

At or near the point shown on the deposited plan of the railway company as 1 furlong and 9 chains, a bridge over the railway for tipping and other purposes of the iron company. The bridge to be 14 feet high above the rails, and to be of the clear width between the parapet walls of 12 feet measured on the square.

At or near the point shown on the same plan as 2 furlongs and 450 links, a bridge over the railway for carrying rubbish from No. 4 mine pit, and for other purposes of the iron company. The present level of the road not to be altered. The bridge to be of the clear width of 9 feet between the parapet walls measured on the square.

At or near the point shown on the same plan as 4 furlongs and 150 links, an archway or girderway under the railway for a tramway, and other purposes of the iron company, to be not less than 7 feet high throughout, and of a clear width of 7 feet measured on the square. The present tramway may be altered, but the gradient of the tramway when so altered shall not exceed 1 in 15.

Railway No. 2A.

At or near the point shown on the same plan as 280 links, a level crossing over the railway for a tramway and other purposes of the iron company. The present tramway may be altered, but the gradient of the altered portion thereof shall not exceed 1 in 15.

At or near the point shown on the same plan as 1 furlong, all works necessary for the due and proper protection of the iron company's No. 2 mine pit and ponds and the watercourses connected therewith.

Railway No. 3A.

At or near the point shown on the same plan as 400 links, the railway to be carried by a bridge over the iron company's Dowlais branch railway there. The level of such railway to remain unaltered. The arch of the bridge to be 14 feet above the level of the rails of the iron company's railway, and to be 25 feet wide throughout measured on the square.

A.D. 1873.

As to all.

Subject to the provisions of sections 77 to 85 of the Railways Clauses Consolidation Act, 1845, the right of mining under the site of the new joint lines, and the stations, sidings, and works in connexion therewith, so far as the same may be constructed on lands of the iron company, are reserved to the iron company.

The height of all headways to be measured from the upper surface of the rails and the height specified to be the minimum height.

SCHEDULE (B.)

Berkshire.

Fernham.
Great Faringdon.
Little Coxwell.
Shellingford.

Wiltshire.

Poultshot.

Somersetshire.

Pitcombe.

Gloucestershire.

Almondsbury.
Bledington.
Bourton on the Water.
Filton.
Henbury
Horfield.
Lea Bailey.
Painswick.
Mangersbury.
Rissington, Wick.
Stapleton.
Stoke Gifford.

Worcestershire.

Crofthorne.

Shropshire.

Barrow.
Dowles.
Kinlet.
Linley.
Saint Chad.
Saint Mary, Bridgnorth.
Shineton.

Staffordshire.

Rowley Regis.

Glamorganshire.

Blaenhondden.

SCHEDULE (C.)

An Agreement made the 26th day of August 1872, between the Great Marlow Railway Company of the first part, the several Persons (and Firms) whose names and seals are respectively subscribed and affixed to the First Schedule hereto of the second part, and the several Persons (and Firms) whose names and seals are respectively subscribed and affixed to the Second Schedule hereto of the third part.

Whereas by the Great Marlow Railway Act, 1868, the said Great Marlow Railway Company (herein-after called the Company) were incorporated and thereby authorised (among other things) to make and maintain the railway, works, and conveniences therein mentioned, and the share capital of the Company was fixed at the sum of 18,000*l.* divided into 1,800 shares of 10*l.* each:

And whereas 828 of such shares of the nominal or par value in the aggregate of 8,280*l.* have been already subscribed for and the full amount of the calls thereon respectively made, and the same will be immediately paid up:

And whereas it will be for the benefit of the undertaking and therefore for the benefit of the proprietors of the shares already issued, that the remaining unissued share capital should at once be subscribed for, but it is feared that this will not be the case unless some preference is attached to those last-mentioned shares, and this cannot be done without the consent of the proprietors of the said first-mentioned 828 shares:

Now these presents witness, that the said parties hereto of the second part, being proprietors of shares in the already issued capital of the Company, hereby severally for themselves, their executors, administrators, and assigns, in consideration of the parties hereto of the third part respectively subscribing for the numbers of unissued shares set opposite to their respective names in the said second schedule hereto, covenant, agree, and declare, with the said parties hereto of the third part, and with their respective executors, administrators, and assigns, that all or so much of the dividends on their said shares to which they might or would but for this agreement be entitled to receive out of the profits of the undertaking of the Marlow Company in any year, shall in each half year be paid by the directors for the time being to the said parties hereto of the third part, or to their executors, administrators, or assigns, as the case may be, until the several parties hereto of the third part, or their respective executors, administrators, or assigns, as the case may be, shall in respect of that year have received or become entitled to a preferential dividend, after the rate of five pounds per cent. per annum upon the amount called and paid upon the shares held by them respectively.

Provided always, and it is hereby agreed and declared between the several parties hereto, that when in any year both the parties hereto of the second and third parts, or their respective executors, administrators, or assigns, shall have received or become entitled to a dividend after that rate, the balance of profits shall, subject to the provisions of the Companies Clauses Consolidation Act, 1845, be divided equally between all the shareholders entitled thereto,

A.D. 1873.

according to their respective interests therein, provided that no deficiency of preferential dividend in any year shall be made good out of the profits of any subsequent year, and notice of this provision shall be endorsed on the certificates of the existing shares. In witness whereof the said Company party hereto has set its common seal, and the several persons parties hereto of the second and third parts their respective names and seals, the day and year first above written.

Witness to the affixing of the common seal of the said Great Marlow Railway Company.
Jas. Batting,
Great Marlow,
Bucks,
Secretary.

L.S. of Great Marlow Railway Company.

The First Schedule above referred to.

Name.	Address.	Number of Shares.	L.S.	Date.	Witness.
Lawrence William Wethered -	Great Marlow - -	75	L.S.	Sept. 11, 1872	Owen Peel Wethered.
Thomas O. Wethered - -	Great Marlow - -	75	L.S.	Sept. 12, 1872	Jas. Batting.
Owen Peel Wethered - -	Great Marlow - -	76	L.S.	Sept. 11, 1872	Jas. Batting.
Robert Peel Wethered - -	Marlow - - -	75	L.S.	Sept. 12, 1872	Owen Peel Wethered.
Wm. R. Clayton - - -	Harleyford, Bucks -	50	L.S.	Sept. 12, 1872	Owen Peel Wethered.
C. R. S. Scott Murray - -	Danesfield - -	30	L.S.	Sept. 12, 1872	M. S. Nevile.
T. S. Cocks - - -	Great Marlow - -	50	L.S.	Sept. 14, 1872	Owen Peel Wethered.
P. Borguis - - - -	Highfields, Great Marlow	30	L.S.	Sept. 12, 1872	Jas. Batting.
Thomas Pring - - -	Widmerl, Great Marlow -	20	L.S.	Sept. 12, 1872	Jas. Batting.
Jas. Rolls - - - -	Great Marlow - -	20	L.S.	Sept. 17, 1872	Owen Peel Wethered.
M. Carson - - - -	Spinfield - - -	20	L.S.	Sept. 17, 1872	M. N. Carson.
J. Simpson Carson - - -	Great Marlow - -			Sept. 17, 1872	M. N. Carson.
Executrix and executor of the late James Carson, Esq.					
Edwin Clark - - -	Great Marlow - -	10	L.S.	Sept. 25, 1872	Owen Peel Wethered.
Thos. Corby - - -	Great Marlow - -	15	L.S.	Sept. 17, 1872	Owen Peel Wethered.
Chas. M. Foottit - - -	Great Marlow - -	15	L.S.	Sept. 12, 1872	Jas. Batting.
G. W. A. Higginson - -	The Croft, Great Marlow	10	L.S.	Oct. 9, 1872	D. Maitland M. Crichton.
Joseph W. Morgan - -	Upper Clapton - -	15	L.S.	Sept. 20, 1872	Owen Peel Wethered.
G. R. Robson - -	Marlow - - -	10	L.S.	Sept. 19, 1872	Owen Peel Wethered.
Thos. Rolls - - - -	Great Marlow - -	10	L.S.	Sept. 13, 1872	A. Lawrence.
Bernard Smith - - -	Marlow - - -	10	L.S.	Sept. 13, 1872	Owen Peel Wethered.
Jane Ward - - -	Great Marlow - -	10	L.S.	Sept. 23, 1872	G. R. Ward.
Executrix of the late Wm. L. Ward.					
Joseph W. Morgan - - -	Upper Clapton - -	10	L.S.	Sept. 20, 1872	Owen Peel Wethered.
Executor of late Joseph Wright.					
William Wright and Son - -	Great Marlow - -	10	L.S.	Sept. 19, 1872	Owen Peel Wethered.
A. Allam - - - -	Marlow - - -	5	L.S.	Sept. 18, 1872	Owen Peel Wethered.
John Adams - - - -	Marlow - - -	5	L.S.	Sept. 18, 1872	Owen Peel Wethered.
Wm. Bowles - - - -	Marlow - - -	5	L.S.	Sept. 19, 1872	Owen Peel Wethered.
Chas. Carter - - - -	Great Marlow - -	8	L.S.	Sept. 17, 1872	Owen Peel Wethered.
William Crake - - - -	Great Marlow - -	5	L.S.	Sept. 17, 1872	Owen Peel Wethered.
J. A. Cree - - - -	Vicarage, Great Marlow -	5	L.S.	Sept. 17, 1872	Owen Peel Wethered.
John Curtis - - - -	Great Marlow - -	5	L.S.	Sept. 19, 1872	Owen Peel Wethered.
Edward Hewett - - -	High Street, Great Marlow	5	L.S.	Sept. 13, 1872	Owen Peel Wethered.
Alfred Ilsley - - -	Great Marlow - -	5	L.S.	Sept. 13, 1872	Owen Peel Wethered.
James Roberts - - -	Great Marlow - -	6	L.S.	Sept. 13, 1872	Owen Peel Wethered.
Jos. Rolls - - - -	Great Marlow - -	5	L.S.	Sept. 17, 1872	Owen Peel Wethered.
Geo. Rolls - - - -	Denmark Hill, London -			Sept. 17, 1872	Owen Peel Wethered.
Executors of the late Thos. Rolls.					
E. Rippington - - -	Great Marlow - -	5	L.S.	Sept. 18, 1872	Owen Peel Wethered.
W. J. Shone - - - -	Great Marlow - -	5	L.S.	Sept. 18, 1872	Owen Peel Wethered

Name.	Address.	Number of Shares.	L.S.	Date.	Witness.
R. N. Smith - - -	Beaufort Cottage, Great Marlow.	2	L.S.	Sept. 13, 1872	Owen Peel Wethered.
Robt. H. Smith - - -	Great Marlow - -	2	L.S.	Sept. 13, 1872	Owen Peel Wethered.
E. F. Retterding - - -	Great Marlow - -	3	L.S.	Sept. 17, 1872	Owen Peel Wethered.
G. Neighbour - - -	Great Marlow - -	3	L.S.	Sept. 18, 1872	Owen Peel Wethered.
William Sellman - - -	Great Marlow - -	3	L.S.	Sept. 18, 1872	Owen Peel Wethered.
Alfred Batting - - -	Great Marlow - -	3	L.S.	Sept. 19, 1872	Owen Peel Wethered.
G. Cannon - - - -	Great Marlow - -	3	L.S.	Sept. 17, 1872	Owen Peel Wethered.
C. Fosgett - - - -	Lane End - -	4	L.S.	Sept. 19, 1872	Owen Peel Wethered.
Benjn. Josh. Gray - - -	Great Marlow - -	3	L.S.	Sept. 19, 1872	Owen Peel Wethered.
Robert Gudgive - - -	Great Marlow - -	3	L.S.	Sept. 17, 1872	Owen Peel Wethered.
T. W. Anthony - - -	Great Marlow - -	2	L.S.	Sept. 17, 1872	Owen Peel Wethered.
James Beckett - - -	Great Marlow - -	2	L.S.	Sept. 18, 1872	Owen Peel Wethered.
John Blackwell - - -	Great Marlow - -	2	L.S.	Sept. 17, 1872	Owen Peel Wethered.
Rd. Blake - - - -	Great Marlow - -	2	L.S.	Sept. 18, 1872	Owen Peel Wethered.
Wm. Hy. Brown - - -	Great Marlow - -	2	L.S.	Sept. 17, 1872	Owen Peel Wethered.
Robt. Geo. Carter - - -	Oxford Road, Great Marlow	2	L.S.	Sept, 13, 1872	Owen Peel Wethered.
Geo. Hy. Cox - - -	Great Marlow - -	2	L.S.	Sept. 17, 1872	Owen Peel Wethered.
H. Collins - - - -	Great Marlow - -	1	L.S.	Sept. 17, 1872	Owen Peel Wethered.
Robt. Davis - - -	Great Marlow - -	1	L.S.	Sept. 19, 1872	Owen Peel Wethered.
John Hackshaw - - -	Great Marlow - -	1	L.S.	Sept. 17, 1872	Owen Peel Wethered.
John C. Clark - - -	Great Marlow - -	1	L.S.	Sept. 19, 1872	Owen Peel Wethered.
W. Humphreys, jun. - -	Great Marlow - -	1	L.S.	Sept. 18, 1872	Owen Peel Wethered.
C. L. Hunter - - -	Great Marlow - -	2	L.S.	Sept. 17, 1872	Owen Peel Wethered.
James Jones - - -	Great Marlow - -	2	L.S.	Sept. 13, 1872	Owen Peel Wethered.
Elizabeth Maclean - - -	Great Marlow - -	1	L.S.	Sept. 18, 1872	Owen Peel Wethered.
Aaron Maskell - - -	Great Marlow - -	2	L.S.	Sept. 13, 1872	Owen Peel Wethered.
Jos. Meakes and Son - -	Great Marlow - -	2	L.S.	Sept. 18, 1872	Owen Peel Wethered.
J. Melward - - - -	Great Marlow - -	2	L.S.	Sept. 17, 1872	Owen Peel Wethered.
Humphrey Nillen - - -	Little Marlow - -	2	L.S.	Sept. 18, 1872	Owen Peel Wethered.
E. Nicholls - - - -	Great Marlow - -	1	L.S.	Sept. 17, 1872	Owen Peel Wethered.
E. Nicholls - - - -	Great Marlow - -	1	L.S.	Sept. 17, 1872	Owen Peel Wethered.
F. W. Nicholls - - - Executors of late James Nicholls.	Great Marlow - -			Sept. 17, 1872	Owen Peel Wethered.
Joseph Pepper - - -	Great Marlow - -	1	L.S.	Sept. 18, 1872	Owen Peel Wethered.
W. Plumridge - - -	Great Marlow -	1	L.S.	Sept. 18, 1872	Owen Peel Wethered.
William W. Ringrose - -	Oxford Cottage, Marlow -	2	L.S.	Sept. 18, 1872	Owen Peel Wethered.
John Smith - - - -	Great Marlow - -	2	L S.	Sept. 19, 1872	Owen Peel Wethered.
Jos. Smith - - - -	Great Marlow - -	2	L.S.	Sept. 17, 1872	Owen Peel Wethered.
William Smith - - -	Great Marlow - -	2	L.S.	Sept. 18, 1872	Owen Peel Wethered.
H. Stroud - - - -	Great Marlow - -	2	L.S.	Sept. 17, 1872	Owen Peel Wethered.
James Tilbury - - -	Great Marlow - -	2	L.S.	Sept. 18, 1872	Owen Peel Wethered.
John Walker - - -	Marlow - - -	1	L.S.	Sept. 18, 1872	Owen Peel Wethered.
John Stanford Warrington, jun. - Executor of the late John S. Warrington, sen.	Broadwater, Worthing -	2	L.S.	Nov. 19, 1872	J. B. Knowles.
Charlotte Way - - -	Marlow - - -	1	L.S.	Sept. 18, 1872	Owen Peel Wethered.
Thos. Wellicome - - -	Great Marlow - -	2	L.S.	Sept. 17, 1872	Owen Peel Wethered.
O. Wright - - - -	Marlow - - -	2	L.S.	Sept. 17, 1872	Owen Peel Wethered.
Ann West - - - - Exor. to late James West.	Marlow - - -	3	L.S.	Sept. 18, 1872	Owen Peel Wethered.
W. Brooks - - - -	Marlow - - -	2	L.S.	Sept. 17, 1872	Owen Peel Wethered.
James W. Morgan - - -	Great Marlow - -	5	L.S.	Sept. 13, 1872	Owen Peel Wethered.
Joseph W. Morgan - - -	Upper Clapton - -	5	L.S.	Sept. 20, 1872	Owen Peel Wethered.
Frederick Rowe - - - Exors. of the late F. J. Wright.	Great Marlow - -			Sept. 26, 1872	Owen Peel Wethered.
Alfred Davies - - -	Great Marlow - -	5	L.S.	Sept. 17, 1872	Owen Peel Wethered.
Frederick Rowe - - -	Great Marlow - -	1	L.S.	Sept. 17, 1872	Owen Peel Wethered.
Martha Curtis - - -	Seymour Court Farm -			Sept. 18, 1872	Owen Peel Wethered.
Martha Curtis - - -	Woodbarn Farm -	5	L.S.	Sept. 18, 1872	Owen Peel Wethered.
Alice Curtis - - - Executors of the late Wm. Curtis.	Woodbarn Farm -			Sept. 18, 1872	Owen Peel Wethered.

The Second Schedule above referred to.

Name.	Address.	Number of Shares.	L.S.	Date.	Witness.
Thos. Bulkeley -	Clewer Lodge, Windsor - - -	50	L.S.	Dec. 19, 1872	F. H. Beaumont.
Wm. Chas. King -	Warfield Hall, Berks - - -	50	L.S.	Jan. 9, 1873	F. H. Beaumont.
Edwd. Wanklyn -	7, Warwick Road, London - - -	50	L.S.	Jan. 9, 1873	F. H. Beaumont.
Fred. G. Saunders -	30, Cambridge Square, Hyde Park - -	50	L.S.	Dec. 20, 1872	F. H. Beaumont.
Thos. M. Ward -	18, Warwick Road, Paddington, W. -		L.S.	Dec. 27, 1872	G. Henry Stephens.
Thos. M. Ward -	18, Warwick Road, Paddington - -	50	L.S.	Dec. 27, 1872	G. Henry Stephens.
Fred. G. Saunders -	30, Cambridge Square, Hyde Park - -		L.S.	Dec. 20, 1872	F. H. Beaumont.
G. Cottman -	Southfields, Wandsworth - - -	42	L.S.	Dec. 19, 1872	F. H. Beaumont.
J. D. Higgins -	9, Blomfield Street, Upper Westbourne Terrace		L.S.	Dec. 26, 1872	F. H. Beaumont.
J. D. Higgins -	9, Blomfield Street, Upper Westbourne Terrace	40	L.S.	Dec. 26, 1872	F. H. Beaumont.
G. Cottman -	Southfields, Wandsworth - - -		L.S.	Dec. 19, 1872	F. H. Beaumont.
J. Crier - -	3, Avenue Villas, Hammersmith - -	40	L.S.	Dec. 20, 1872	G. Henry Stephens.
Thos. M. Ward -	18, Warwick Road, Paddington - -		L.S.	Dec. 27, 1872	G. Henry Stephens.
J. Dunphy -	3, Rosedale Cottages, Hammersmith - -	40	L.S.	Dec. 20, 1872	F. H. Beaumont.
J. Crier -	3, Avenue Villas, Hammersmith - -		L.S.	Dec. 20, 1872	G. Henry Stephens.
Geo. Boxall -	148, Vauxhall Bridge Road, London -	40	L.S.	Dec. 20, 1872	F. H. Beaumont.
J. Crier - -	3, Avenue Villas, Hammersmith - -		L.S.	Dec. 20, 1872	G. Henry Stephens.
Edward D. Stokes -	8, Delamere Street, W. - - -	40	L.S.	Dec. 20, 1872	F. H. Beaumont.
J. Crier - -	3, Avenue, Villas, Hammersmith - -		L.S.	Dec. 20, 1872	G. Henry Stephens.
Fred. Clutsom -	Wistaria New Road, Shepherd's Bush -	40	L.S.	Dec. 27, 1872	G. Henry Stephens.
H. Rennie - -	55, Westbourne Park Villas, Bayswater -		L.S.	Dec. 27, 1872	F. H. Beaumont.
H. Rennie - -	55, Westbourne Park Villas, Bayswater -	40	L.S.	Dec. 27, 1872	F. H. Beaumont.
Fred. Clutsom -	Wistaria New Road, Shepherd's Bush -		L.S.	Dec. 27, 1872	G. Henry Stephens.
George Clerke -	64, Wenlock Street, New North Road, N. -	40	L.S.	Dec. 27, 1872	G. Henry Stephens.
J. D. Higgins -	9, Blomfield Street, Upper Westbourne Terrace		L.S.	Dec. 20, 1872	F. H. Beaumont.
Jas. Green - -	Avenue Road, Acton, W. - - -	40	L.S.	Dec. 27, 1872	G. Henry Stephens.
G. Cottman -	Southfields, Wandsworth - - -		L.S.	Dec. 19, 1872	F. H. Beaumont.
Jno. Lean - -	24, Richford Street, Hammersmith, W. -	40	L.S.	Dec. 27, 1872	G. Henry Stephens.
J. D. Higgins -	9, Blomfield Street, Upper Westbourne Terrace		L.S.	Dec. 20, 1872	F. H. Beaumont.
Hugh Owen -	12, Portcous Road, Harrow Road, W. -	40	L.S.	Dec. 27, 1872	G. Henry Stephens.
G. Cottman -	Southfield, Wandsworth - - -		L.S.	Dec. 19, 1872	F. H. Beaumont.
Chas. Nixon -	47, Oxford Road, Ealing - - -	40	L.S.	Dec. 27, 1872	G. Henry Stephens.
J. D. Higgins -	9, Blomfield Street, Upper Westbourne Terrace		L.S.	Dec. 20, 1872	F. H. Beaumont.
C. H. Russell -	2, St. Michael's Gardens, Notting Hill, W. -	40	L.S.	Dec. 27, 1872	G. Henry Stephens.
G. Cottman -	Southfield, Wandsworth - - -		L.S.	Dec. 19, 1872	F. H. Beaumont.
Wm. Ryland Barwis	34, Western Road, Ealing - - -	40	L.S.	Dec. 27, 1872	G. Henry Stephens.
J. D. Higgins -	9, Blomfield Street, Upper Westbourne Terrace		L.S.	Dec. 20, 1872	F. H. Beaumont.
Wm. Pearson -	Vine Cottage, Grove Place, Ealing, W. -	40	L.S.	Dec. 27, 1872	G. Henry Stephens.
G. Cottman -	Southfields, Wandsworth - - -		L.S.	Dec. 19, 1872	F. H. Beaumont.
Geo. J. Paris -	12, Charrington Street, Oakley Square, N.W.	40	L.S.	Dec. 27, 1872	G. Henry Stephens.
J. D. Higgins -	9, Blomfield Street, Upper Westbourne Terrace		L.S.	Dec. 20, 1872	F. H. Beaumont.
J. Thomson -	25, Eastbourne Terrace, Hyde Park, London, W.	40	L.S.	Dec. 27, 1872	G. Henry Stephens.
G. Cottman -	Southfields, Wandsworth - - -		L.S.	Dec. 19, 1872	F. H. Beaumont.

LONDON : Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1873.