CHAPTER cxxiv.

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. [19th July 1875.]

A.D. 1875.

WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to make and maintain the railways and roads, and to stop up the existing roads and footpaths, and to widen the bridges under and lengthen the bridges over their railway, and to execute the other works by this Act respectively authorised, and to acquire, for the general purposes of their undertaking and for providing increased accommodation, certain lands, houses, and buildings in this Act described or referred to: (Railways and other works.)

And whereas the Company and the London and North-western Railway Company (in this Act called "the North-western Company") are jointly the owners of or otherwise interested in the Shrewsbury and Wellington Railway, and it is expedient that for purposes connected with that railway they should be empowered to make the new road and acquire the lands herein-after described or referred to: (Shrewsbury and Wellington.)

And whereas the Company and the North-western Company are jointly the owners of the Shrewsbury and Hereford Railway, and it is expedient that for purposes connected with that railway they should be empowered to acquire and hold the lands herein-after described in that behalf: (Shrewsbury and Hereford.)

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 (Deposit of plans.)

A.D. 1875.

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 situated, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

(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:

(Extension of time.) (Severn Tunnel Railway Act, 1872.)

And whereas under the provisions of the Severn Tunnel Railway Act, 1872, the undertaking by that Act authorised has become vested in the Company, and it is expedient that the time limited by that Act for the compulsory purchase of lands for the purposes thereof should be extended:

(Extension of time.) (Company's Act of 1872.)

And whereas it is expedient that the time limited by the Great Western Railway Act, 1872, for the completion of the railway from the Severn Valley Railway to the West Midland Railway at Kidderminster, authorised by the West Midland and Severn Valley Companies Act, 1861, should be extended:

(Revival of powers. West Midland Railway Act, 1862.)

And whereas it is expedient that the powers granted by the West Midland Railway (Additional Works) Act, 1862, for the construction of Railway No. 2 authorised by that Act should be revived:

(Mwyndy branch connecting line of 1866.)

And whereas the construction of the railway for connecting the Ely Valley Railway of the Company with the Mwyndy Branch of that railway authorised by the Great Western Railway (Further Powers) Act, 1866, (section 4) (which first-mentioned railway is in this Act called the Mwyndy Curve) has become unnecessary, and it is expedient that the Company should be authorised to abandon the construction of the said Mwyndy Curve:

(Agreement with Rhymney Company.)

And whereas it is expedient that the agreement between the Company and the Rhymney Railway Company which is set forth in Schedule (B.) to this Act should be confirmed:

(Llynvi and Ogmore and Cardiff and Ogmore arrangements.)

And whereas the railway of the Cardiff and Ogmore Valley Railway Company (in this Act called the Ogmore Company) will, when constructed, form a communication between the railway of the Llynvi and Ogmore Railway Company (in this Act called the Llynvi Company) and the South Wales line of the Company:

And whereas an agreement bearing date the sixteenth day of June one thousand eight hundred and seventy-five has been entered into between the Company of the first part, the Llynvi Company of the second part, and the Ogmore Company of the third part, with respect to the working of the railways of the Ogmore Company and

other matters, and it is expedient that the said agreement should be sanctioned and confirmed:

And whereas by "The Great Western Railway Act, 1874," the Company were authorised to subscribe for and take shares in, or to lend money on mortgage to, or to subscribe for, and take debenture stock of, the Llynvi Company, and it is expedient that the Company should be empowered in like manner further to subscribe and contribute to the capital and debenture debt of the Llynvi Company, and also in like manner to subscribe and contribute to the capital and debenture debt of the Ogmore Company:

(Herefordshire and Gloucestershire Canal.)

And whereas the undertaking of the Company of Proprietors of the Herefordshire and Gloucestershire Canal Navigation (in this Act called the Canal Company) is vested in the Company, and the Company in respect of such vesting are liable to the Canal Company for and pay an annual rentcharge amounting to the sum of five thousand pounds per annum, and it is expedient that the Company should be empowered to substitute stock in their undertaking for or in lieu of the said rentcharge:

(West London Extension Railway.)

And whereas the West London Extension Railway Company (in this Act called the Extension Company) consists of the Company and the North-western Company, and the capital of that company has been raised by contributions made under the authority of Parliament partly by those two companies and partly by the London and South-western Railway Company (in this Act called the South-western Company) and the London, Brighton, and South Coast Railway Company (in this Act called the Brighton Company), and the West London Extension Railway is worked over and used by each of those four companies, and it is expedient that provision should be made for the apportionment and allotment between and amongst them of the mortgage debt of the Extension Company as in this Act mentioned:

(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 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, 1875."

A.D. 1875.

Provisions of certain general Acts 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), and Part III. (relating to working agreements) 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 nonpayment 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 "the railways" means the new railways by this Act authorised;

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 for the purposes of this Act 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.

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 relating thereto, the railways hereinafter 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 those purposes. The railways hereinbefore referred to and authorised by this Act are:

No. 1. A railway (7 miles 7 chains in length), commencing in the parish of Llangattock-juxta-Caerleon in the county of Monmouth, by a junction with the Pontypool, Caerleon, and Newport Railway, near the bridge which carries that railway over the river Usk between Caerleon and Newport, and terminating in the parish of Risca near Cross Keys Railway Station:

No. 2. A railway, distinguished on the deposited plans and sections as Railway No. 3 (1 mile 5 furlongs 6·20 chains in length), commencing in the said parish of Risca by a junction with the Railway No. 1 above described, at or near the termination thereof, and terminating in the parish of Machen in the same county by a junction with the Sirhowy Railway:

No. 3. A railway, distinguished on the deposited plans and sections as Railway No. 4 (1 furlong 4·60 chains in length), to be wholly situate in the parish of Mynyddyslwyn in the same county, commencing by a junction with the Railway No. 2 above described, at or near the Duffryn Farm-house, and terminating by a junction with the Penllwyn tramroad, westward of the bridge carrying that tramroad over the river Sirhowy:

No. 4. A railway or siding, distinguished on the deposited plans and sections as Railway No. 5 (5·55 chains in length), to be wholly situate in the parish of Rowley Regis in the county of Stafford, commencing by a junction with the loop siding belonging or reputed to belong to Messrs. Swindell and Collis near the Old Hill Station on the Stourbridge Extension Railway, and terminating by a junction with the branch railway now in course of construction to connect the Stourbridge Extension Railway with the Netherton and Halesowen Railway.

Railways part of Company's undertaking, —tolls, &c.

5. The railways shall for all purposes, including the demanding and recovering of tolls, rates, and charges, 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 of Railways Nos. 1, 2, and 3, and the traffic thereon, shall not exceed the tolls, rates, and charges prescribed by the South Wales Railway Consolidation Act, 1855, and the tolls, rates, and charges to be demanded and recovered upon or in respect of railway or siding No. 4, and the traffic thereon, shall not exceed the tolls, rates, and charges prescribed by the Oxford, Worcester, and Wolverhampton Railway Act, 1845.

Heights and spans of certain bridges.

6. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans

A.D. 1875.

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

Number on deposited Plan.	Parish.	Description of Road.	Height.	Span.
		Railway No. 1.		
53a and 58a	Risca - -	Public road -	16 feet	20 feet.
		Railway No. 2.		
12a	Risca - -	Turnpike road -	16 feet	30 feet.

Company not to alter the levels of a certain road.

7. It shall not be lawful for the Company under the authority of this Act to alter the levels of the public carriage-road, in the parish of Llangattock-juxta-Caerleon in the county of Monmouth, shown on the deposited plans of Railway No. 1, for the purpose of constructing the said railway under the said road at the distance of four furlongs and four chains or thereabouts from the commencement of the railway.

For the protection of the Newport and Pillgwenlly Waterworks Company.

8. For the protection of the Newport and Pillgwenlly Waterworks Company (in this section referred to as the "Water Company") the following provisions shall have effect; that is to say,

(1.) The Water Company shall, at the cost of the Company, divert the existing main pipe of the Water Company in the parish of Henllis, leading from the Pant-yr-Eos and Henllis Brooks to the Ynis-y-Bro Reservoir, such diversion to commence at the point where such main pipe enters certain lands situate on the north side of the Railway No. 1 by this Act authorised and to be acquired by the Company, and to continue from that point alongside that railway into a road shown on the deposited plans in the said parish of Henllis as intended to be diverted, and thence along the diverted road to the junction thereof with a road numbered 3 on the said deposited plans, and thence along the said road No. 3 to join the existing main pipe of the Water Company:

(2.) The Company shall grant to the Water Company, free of all cost, such easement in the said land so to be acquired by them as shall be necessary for such diversion of the said main pipe as aforesaid, and for the maintenance and repair thereof, but so as not to injuriously interfere with the works and property of the Company:

(3.) The Company shall at their own cost, and at such point and in such direction as the engineer of the Water Company shall reasonably determine, construct and maintain under or over the Railway No. 1 for the entire breadth thereof such culvert or wrought-iron trough, girder, and other works for the sole purposes of the Water Company as shall be necessary to allow of the passage under or over that railway of a line of pipes authorised and intended to be laid from the Pant-yr-Eos Reservoir to the borough of Newport:

(4.) Such culvert, trough, and works shall be so constructed as that the main or pipe therein may be at all times easily accessible for the purposes of inspection and repair, and the Water Company shall at all times thereafter have free access thereto:

(5.) The Company shall not in any way interfere with any water main or raise the soil over the said existing line of pipes or the site of the said authorised line of pipes until they shall have so completed the said diversion and the said culvert, trough, or other works, as the case may be, nor until they shall have laid and well and effectually connected with the existing mains and pipes of the Water Company any substituted mains or pipes which may be required by the Water Company for maintaining and continuing their water supply:

(6.) The Company shall during the execution of their proposed works take effectual means to prevent the passage of any water therefrom into and the fouling or polluting of the said brooks above the intake point at which the Water Company derive their supply of water therefrom respectively:

(7.) The Company shall, after the completion of the tunnel in the parish of Bassaleg shown on the deposited sections of the said Railway No. 1, construct and maintain a culvert or drain for the purpose of conveying and shall convey therethrough into the said Pant-yr-Eos Brook above the said intake point all water arising in, intercepted by, or flowing through or from that tunnel which the Company may not require for their own use, provided that the cost of constructing and maintaining any drain or laying any pipe necessary to convey such water into the said brook from the south-eastern extremity of the cutting adjoining the said tunnel shall be paid by the Water Company:

A.D. 1875.

(8.) All works to be executed under the foregoing provisions of this section shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the Water Company, and, except as mentioned in the proviso to sub-section (7), at the cost of the Company:

(9.) If the Water Company at any future time obtain powers to supply with water any portion of the district lying to the south or south-west of the said tunnel, the Company shall grant to the Water Company an easement for the laying and maintaining in and through the said tunnel of such a main pipe, with such necessary communications therefrom as shall from time to time be required for the supply of water to the said district, upon such terms as may be agreed on between the Water Company and the Company, or as, failing such agreement, shall be determined by arbitration under and according to the provisions of "The Lands Clauses Consolidation Act, 1845," for settling cases of disputed compensation:

(10.) If any interruption whatsoever in the supply of water by the mains and pipes of the Water Company shall be in any way occasioned by the Company, or by any act, neglect, or omission of them or of their contractors, agents, workmen, or servants, or of any person or persons in their employ, the Company shall forfeit and pay to the Water Company for their use and benefit the sum of fifty pounds for every day during which such interruption shall continue, and such sum may be recovered by the Water Company in any court of competent jurisdiction as liquidated damages:

(11.) The Company shall be responsible for and make good to the Water Company all costs, losses, damages, and expenses which may be occasioned to the Water Company in respect of any injury done to any of their mains, pipes, apparatus, property, works, and conveniences, or to the supply of water by the Water Company, or otherwise by reason of the execution or failure of the said Railway No. 1 or any works by this Act authorised, or of any act, neglect, or omission of the Company, or of any of their contractors, agents, workmen, or servants, or of any of the persons in their employ:

(12.) If any difference shall arise between the Company and the Water Company touching the construction of this section or anything to be done or not to be done thereunder, such difference shall, unless otherwise expressly provided, be

determined by an arbitrator to be agreed on between the parties, or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party.

Imposing penalty unless railways opened.

9. If the Company fail within the period limited by this Act to complete the railways, 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 uncompleted railway or railways:

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 and to the credit specified 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.

10. 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

A.D. 1875.

as aforesaid in such manner and in such proportions as to the Court of Chancery 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 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 railways.

11. If the railways 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 the railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

As to powers of construction of Railways 1, 2, and 3 under certain circumstances.

12. If within three years after the passing of this Act the Monmouthshire Company shall construct two additional lines of rails between Nine Mile Point and the Waterloo Junction (exclusive of Lord Tredegar's Park Mile), and open the same for public traffic, together with all necessary works and conveniences, and if Lord Tredegar shall within the same period construct and open for public traffic two additional lines of rails upon and over the said Park Mile, together with all necessary works and conveniences, and open the same for public traffic, or if the Monmouthshire Company and Lord Tredegar open for public traffic within the period aforesaid so much of the said rails, works, and conveniences, and construct such works, and make such arrangements, and afford such facilities as may be necessary in the opinion of the Company for the accommodation of the traffic passing or intended to pass, or which in their judgment will probably be required for a period of five years to pass between the systems of railways of the Company and the Monmouthshire Company, then the provisions of section 9 of this Act shall thereupon be read and construed as if the Railways 1, 2, and 3 had not been authorised by this Act.

Company not to exercise compul-

13. The Company shall not under the authority of this Act enter upon, purchase, take, or use otherwise than by agreement the pro-

perties numbered respectively on the deposited plans 5 in the parish of Llanvihangel Llantarnam and 157 in the parish of Risca, both in the county of Monmouth, and so much of the property numbered 46 in the said parish of Risca as belongs to William Treherne Rees and William Henry Humphreys.

sory powers in respect of certain properties.

14. The further quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed eight acres.

Lands for extraordinary purposes.

15. 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, may rebuild and reconstruct the bridges on their railway next herein-after mentioned, 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 those purposes; (that is to say,)

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

They may widen the bridge (No. 1) which carries their railway over the road from Hanwell to Uxbridge, and also over the road from Brentford to Greenford, in the precinct of Norwood in the parish of Hayes in the county of Middlesex, about four chains westward of the milepost on the said railway indicating seven and three-quarter miles from Paddington:

They may lengthen the bridge (No. 2) which carries the road in the parish of Iver in the county of Buckingham leading from Thorney to Iver over their railway, about ten chains westward of the milepost thereon indicating fourteen and a quarter miles from Paddington:

They may lengthen the bridge (No. 3) which carries the road in the parish of Iver in the said county of Buckingham leading from Thorney to Imer Green over their railway, about two chains eastward of the milepost thereon indicating fifteen miles from Paddington:

They may widen the bridge (No. 4) which carries their railway over the road from Langley to Iver, in the parish of Langley Marsh in the county of Buckingham, at a point on the said railway situate about three and a half chains eastward of the milepost thereon indicating fifteen and a half miles from Paddington:

They may lengthen the bridge (No. 5) which carries the road in the said parish of Langley Marsh leading from Langley Marsh to Middle Green over their railway, about two and a half chains eastward of the milepost thereon indicating sixteen and a half miles from Paddington:

A.D. 1875.

They may lengthen the bridge (No. 6) in the said parish of Langley Marsh which carries the road from Langley Marsh to Langley Grove over their railway, about eight and a quarter chains westward of the milepost thereon indicating sixteen and a half miles from Paddington:

They may lengthen the bridge (No. 7) in the said parish of Langley Marsh which carries the road from the Dolphin to Langley Grove over their railway, about one and a half chains eastward of the milepost thereon indicating seventeen miles from Paddington:

They may lengthen the bridge (No. 8) in the parish of Upton, otherwise Upton-cum-Chalvey, in the said county of Buckingham, which carries the road from Upton to Westmore Green over their railway, about five and a half chains westward of the milepost thereon indicating seventeen and a half miles from Paddington:

They may lengthen the bridge (No. 9) in the said parish of Upton, otherwise Upton-cum-Chalvey, which carries the road from Upton to Upton Lee over their railway, about four and three-quarter chains westward of the milepost thereon indicating seventeen and three-quarter miles from Paddington:

They may lengthen the bridge (No. 10) in the parish of White Waltham and Shottesbrook in the county of Berks which carries the road from White Waltham to Stubbings Heath over their railway, about six chains eastward of the milepost thereon indicating twenty-six and a quarter miles from Paddington:

They may lengthen the bridge (No. 11) in the said parish of White Waltham and Shottesbrook which carries the road from White Waltham to Stubbings Heath over their railway, about two chains westward of the milepost thereon indicating twenty-six and a half miles from Paddington:

They may lengthen the bridge (No. 12) in the said parish of White Waltham and Shottesbrook which carries the road from White Waltham to Knowl Hill over their railway, about seven chains eastward of the milepost thereon indicating twenty-seven miles from Paddington:

They may lengthen the bridge (No. 13) in the said parish of White Waltham and Shottesbrook which carries the road from White Waltham to Knowl Hill over their railway about five chains westward of the milepost thereon indicating twenty-seven and a quarter miles from Paddington:

They may lengthen the bridge (No. 14) in the said parish of White Waltham and Shottesbrook and in the parish of Waltham Saint Lawrence which carries the road from Waltham Saint

Lawrence to Knowl Hill over their railway, about four chains westward of the milepost thereon indicating twenty-eight miles from Paddington:

They may lengthen the bridge (No. 15) in the parish of Waltham Saint Lawrence which carries the road from Waltham Saint Lawrence to Hare Hatch over their railway, about three and a half chains eastward of the milepost thereon indicating twenty-nine miles from Paddington.

Power to make roads, &c.

16. 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 relating thereto, the new or altered roads, and they may make and execute the other works and exercise the other powers herein-after described and contained, 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 those purposes; (that is to say,)

(1.) They may stop up and discontinue so much of the highway or road situate in the parish of Langley Marsh in the county of Buckingham leading from Langley Marsh to Sawyer's Green, which crosses their railway on the level at or near the Langley Marsh Station, as extends for a distance of about two and a half chains northward and one and a quarter chains southward of the said railway;

And in lieu thereof they may make a new road wholly in the said parish of Langley Marsh, commencing at a point about nine chains northward of the said railway, and terminating at a point about nine chains southward of the said railway;

And they may appropriate to the purposes of their undertaking so much of the said road as will be stopped up under the authority of this Act:

Provided always, that no portion of the said existing road shall be stopped up until the said new road is completed and opened to the public:

(2.) They may stop up and discontinue so much of the highway or road situate in the parish of Uzmaston in the town and county of Haverfordwest, which leads from the Haverfordwest and Robeston Wathen turnpike road to Uzmaston, as extends from the said turnpike road to the junction of the new road next herein-after mentioned with the said road so to be stopped up;

And they shall appropriate to the purposes of their undertaking so much only of the road to be stopped up as

A.D. 1875.

lies between the blue lines marked G and H on the plan signed by the Most Honourable the Marquess of Ripon, the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred, and deposited with the clerk of the peace for the town and county of Haverfordwest:

Provided always, that no portion of the said existing road shall be stopped up until the Company shall have made and opened to the public the new road shown on the said plan between the points marked thereon with the letters A and B:

(3.) They may stop up and discontinue so much of the public footpath at or near the Frome Station on their railway in the parish of Frome Selwood in the county of Somerset, which crosses their railway on the level about fifty-six yards southward of the point where the road from Frome to Corsley Heath crosses under the railway, as extends fifty-three yards or thereabouts westward and four yards or thereabouts eastward of the said railway;

And they may appropriate to the purposes of their undertaking so much of the said footpath as will be stopped up under the authority of this Act:

(4.) They may stop up and discontinue so much of the highway or road situate in the said parish of Frome Selwood, which crosses their Frome and Radstock Branch Railway on the level at or near the milepost on that railway indicating one hundred and sixteen and a half miles from London, as extends for a distance of about two and a half chains northward and about six and a half chains southward of the said branch railway;

And in lieu thereof they may make a new road wholly in the said parish of Frome Selwood, commencing at the aforesaid point about two and a half chains northward, and terminating at the aforesaid point about six and a half chains southward of the said branch railway;

And they may appropriate to the purposes of their undertaking so much of the said road as will be stopped up under the authority of this Act:

Provided always, that no portion of the said existing road shall be stopped up until the said new road is completed and opened to the public:

(5.) They may stop up and discontinue so much of the highway or road situate in the parishes of Frome Selwood and Marston Bigot in the county of Somerset, which crosses

their Frome and Radstock Branch Railway on the level at or near a point about twelve chains westward of the milepost on that railway indicating one hundred and sixteen and a half miles from London, as extends for a distance of about nine chains south-westward and about two and a half chains north-eastward of the said branch railway;

And in lieu thereof they may make a new road wholly in the said parishes of Frome Selwood and Marston Bigot, commencing at the aforesaid point about nine chains south-westward, and terminating at the aforesaid point about two and a half chains north-eastward of the said railway;

And they may appropriate to the purposes of their undertaking so much of the said road as will be stopped up under the authority of this Act:

Provided always, that no portion of the said existing road shall be stopped up until the said new road is completed and opened to the public:

(6.) They may stop up and discontinue so much of the highway or road situate in the parish of Elm in the county of Somerset, which crosses their Frome and Radstock Branch Railway on the level about two chains westward of the milepost on that railway indicating one hundred and seventeen and a quarter miles from London, as extends for a distance of about four chains northward and about three chains southward of the said branch railway;

And in lieu thereof they may make a new road wholly in the said parish of Elm, commencing at the aforesaid point about four chains northward, and terminating at the aforesaid point about three chains southward of the said branch railway;

And they may appropriate to the purposes of their undertaking so much of the said road as will be stopped up under the authority of this Act:

Provided always, that no portion of the said existing road shall be stopped up until the said new road is completed and opened to the public:

(7.) They may stop up and discontinue the public footpath at Old Hill, in the parish of Rowley Regis in the county of Stafford, which leads from Cox Lane to Garratt's Lane;

And they may appropriate to the purposes of their undertaking the site of the said footpath.

Inclination of a certain road.

17. In constructing the new road in the parish of Langley Marsh by this Act authorised, the Company, notwithstanding anything

A.D. 1875.

shown on the deposited sections, may make the same of any inclination not steeper than one in twenty.

Power to deviate in construction of new roads.

18. The Company may, in constructing the new roads authorised by this Act, deviate the same to the extent of the limits of deviation marked on the deposited plans, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet, but not so as to increase the rate of inclination of any new road as shown on the deposited sections otherwise than as specially authorised by this Act.

As to vesting of site and soil of portions of roads stopped up.

19. The site and soil of the portions of roads stopped up and discontinued under the authority of this Act, and the fee simple and inheritance thereof, shall (except where by this Act otherwise provided), if the Company are, or if and when under the powers of this Act they become, the owners of the lands on both sides thereof, be wholly and absolutely vested in the Company.

Provision as to repair of new roads.

20. The new roads to be made by the Company under the authority of this Act (except the stone, iron, or other structure carrying any new road over the railway of the Company, which structure shall be repaired and maintained by and at the expense of the Company) shall when made and completed respectively from time to time be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other roads, streets, and footpaths within the townships or parishes respectively in which such new roads will be situate are from time to time liable to be repaired or maintained:

If any question shall arise between the Company and any of such parties as to the due completion of any new road, 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 new road shall be conclusive evidence of the fact so certified.

Company may acquire additional lands for general purposes.

21. 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 the northern side of their railway and adjoining thereto, in the precinct of Norwood in the parish of Hayes in the county of Middlesex;

Certain lands, houses, and buildings in the said precinct of Norwood on the northern side of their railway, and westward of the bridge which carries the road from Norwood to Southall over the said railway near to the Southall Station:

Certain lands, houses, and buildings on both sides of their railway and adjoining thereto, in the parish of Iver in the county of Buckingham:

Certain lands, houses, and buildings on both sides of their railway and adjoining thereto, in the parish of Langley Marsh in the county of Buckingham:

Certain lands, houses, and buildings on both sides of their railway and adjoining thereto, in the parish of Upton, otherwise Upton-cum-Chalvey, in the county of Buckingham:

Certain lands, houses, and buildings on both sides of their railway and adjoining thereto, in the parish of White Waltham and Shottesbrook in the county of Berks:

Certain lands, houses, and buildings on both sides of their railway and adjoining thereto, in the parish of Waltham Saint Lawrence in the county of Berks:

Certain lands, houses, and buildings on the east side of their railway and adjoining thereto, in the parish of Frome Selwood in the county of Somerset:

Certain lands, houses, and buildings on the south side of their railway and adjoining thereto, in the parish of Llandaff in the county of Glamorgan:

Certain lands, houses, and buildings on the northern side of the Penarth Junction Railway, firstly described in section 4 of the Great Western Railway (Additional Powers) Act, 1871, and adjoining thereto, in the said parish of Llandaff.

As to widening bridge No. 1 at Norwood.

22. The powers by this Act conferred with reference to the widening of the bridge No. 1, and the acquisition of lands in the said precinct of Norwood in the parish of Hayes, shall be exercised subject to and in accordance with the following provisions; (that is to say,)

1. Such widening when effected and completed shall not lessen the width of either of the said roads further than so far as the width of the road from Hanwell to Uxbridge may be lessened by the erection of two pillars to support the girders of the widening of the bridge, which pillars the Company are hereby authorised to construct, and the said pillars shall be of the same dimensions as and be placed in a line with the existing pillars under the bridge:

A.D. 1875.

2. After the widening of the bridge the Company shall light and keep lighted from sunset to half an hour before sunrise each night the roadway under the bridge with three lamps burning oil, naphtha, or paraffin, until such time as gas is laid on up to the bridge, when these lamps are to be handed over to the board for the repair of the highways in the parish of Norwood in the county of Middlesex (herein-after called the Norwood Highway Board), who shall at all times thereafter light and maintain the said lamps at their own expense, and shall also indemnify and relieve the Company of all liability in respect of the lighting of the said bridge or roadway thereunder, and in consideration thereof the Company shall pay to the Norwood Highway Board the sum of three pounds per annum in respect of each of the said lamps when so lighted by them:

3. The lamps to be erected by the Company shall be of such a description as are ordinarily used for such a purpose, and shall be placed in such a situation as shall be approved by the surveyor of the Norwood Highway Board, and in the event of any difference between the engineer of the Company and the said surveyor as to character and size of such lamps or as to the position in which they shall be placed, such difference shall be determined by a single arbitrator to be agreed upon between the Company and the Norwood Highway Board, or failing agreement to be appointed on the application of either party by the Board of Trade.

Period for compulsory purchase of lands by the Company.

23. 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.

24. 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.

Company to procure accommodation for persons of the

25. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of any house which the Company are by this Act authorised to acquire for the purpose of constructing Railway No. 1 in the parish

of Risca, the Company shall (unless the Company and such person otherwise agree, or unless, in case of difference between them, it shall be determined by a justice that under the circumstances the Company ought not to be required to procure such accommodation) procure sufficient accommodation elsewhere for such person: Provided always, that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice. And the Company may, for the purpose of providing such accommodation, appropriate any lands for the time being belonging to them or which they have power to acquire, and for that purpose may purchase lands by agreement, and may on any such lands erect labouring-class dwellings, and may let or otherwise dispose of such lands and premises, and may apply for the purposes of this section or any of them any moneys they may have already raised or are authorised to raise, and which moneys if made applicable to any special purpose are not required for that purpose.

labouring classes to be displaced.

26. Subject to the provisions of this Act, the Company and the North-western Company jointly may make, in the line and according to the levels shown on the deposited plans and sections relating thereto, the new road herein-after described, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for that purpose; (that is to say,)

Power to Company and North-western Company to make new and stop up part of existing road.

A new road in the parish of Holy Cross and Saint Giles in the county of Salop, commencing from and out of the public carriage-road from Shrewsbury to Underdale, which now crosses on the level the Shrewsbury and Wellington Railway, at a point on that road distant one hundred yards or thereabouts in a southerly direction from the said level crossing, and terminating at another point on the said road distant one hundred and fifty yards or thereabouts in a northerly direction from the said level crossing; and when and so soon as the said new road is completed and opened to the public the said two companies may stop up and discontinue as a public highway so much of the said existing public carriage-road as extends for a distance of one hundred yards or thereabouts in a northerly direction and twenty yards or thereabouts in a southerly direction from the said level crossing;

And the said two companies may appropriate to purposes connected with the Shrewsbury and Wellington Railway the portion of road so stopped up and discontinued.

27. The Company and the North-western Company may in constructing the said new road deviate the same to the extent of

Power to Company and North-

A.D. 1875.

the limits of deviation marked on the deposited plans, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet, but not so as to increase the rate of inclination of that new road as shown on the deposited sections.

western Company to deviate in construction of new road.

As to vesting of site and soil of portion of road stopped up by Company and North-western Company.

28. The site and soil of the portion of road by this Act authorised to be stopped up and discontinued by the Company and the North-western Company, and the fee simple and inheritance thereof, shall, if the two companies are, or if and when under the powers of this Act they become, the owners of the lands on both sides thereof, be wholly and absolutely vested in the two companies.

Provision as to repair of new road to be made by Company and North-western Company.

29. The new road to be made by the Company and the North-western Company under the authority of this Act (except the stone, iron, or other structure carrying that new road over the Shrewsbury and Wellington Railway, which structure shall be repaired and maintained by and at their expense) shall, when made and completed, from time to time be repaired and maintained by and at the expense of the same parties, in the same manner, and to the same extent as other roads within the said parish of Holy Cross and Saint Giles are from time to time liable to be repaired or maintained.

If any question shall arise between the two companies and such parties as to the due completion of the new road, such questions 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 the new road shall be conclusive evidence of the fact so certified.

Power to Company and North-western Company to acquire additional lands.

30. Subject to the provisions of this Act, the Company and the North-western Company, or either of them with the consent of the other, may from time to time enter upon, take, use, and appropriate to purposes connected with their Shrewsbury and Wellington Railway 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; (that is to say,)

Certain lands, houses, and buildings in the parish of Holy Cross and Saint Giles in the county of Salop, lying on the northern side of and adjoining the Shrewsbury and Wellington Railway, at and westward of the station on that railway known as the Abbey Foregate Station:

Certain lands, houses, and buildings in the parish of Wrockwardine in the county of Salop, lying on the northern side of the Shrewsbury and Wellington Railway, and adjoining the Walcot Station on that railway.

A.D. 1875.

Company and North-western Company may acquire additional lands for general purposes of their Shrewsbury and Hereford Railway.

31. Subject to the provisions of this Act, and in addition to the other lands which they are by this Act authorised to acqnire, the Company and the North-western Company jointly, or either of them with the consent of the other, may from time to time enter upon, take, use, and appropriate to purposes connected with their Shrewsbury and Hereford Railway 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 in the parishes of Stokesay and Bromfield in the county of Salop, lying on the western side of and adjoining the Shrewsbury and Hereford Railway, and at the Craven Arms Station;

And the two companies may make a new footpath from and out of the public road called "Long Lane," which crosses the said railway on the level, five hundred yards or thereabouts north of the Craven Arms Station, at a point on that road sixty yards or thereabouts west of the said level crossing, to and terminating by a junction with the existing footpath which now crosses the said railway on the level, four hundred and fifty yards or thereabouts north of the said station, at a point on that footpath sixty yards or thereabouts west of the last-mentioned level crossing;

And they may stop up and discontinue as a public highway so much of the said existing footpath as extends from the last-described point of junction to its junction with the turnpike road from Ludlow to Shrewsbury, and may appropriate to purposes connected with the said railway so much of the said footpath as lies within the boundaries of their property and the lands above described:

Certain lands, houses, and buildings in the parishes of Saint Lawrence Ludlow and Stanton Lacey in the county of Salop, lying on the western side of the Shrewsbury and Hereford Railway, at the northern end of the companies goods yard at Ludlow:

Certain lands, houses, and buildings in the parish of Richards Castle in the county of Salop, lying partly on the north-west and partly on the south-east sides of the Shrewsbury and Hereford Railway, near the point where the turnpike road from Ludlow to Tenbury is carried over that railway, and extending in an easterly direction to the river Teme, with power to the two companies to lay a culvert or pipe under and across the said turnpike road.

A.D. 1875.

Company and North-western Company may make agreements.

32. The Company and the North-western Company may make and carry into effect agreements with respect to any of the matters aforesaid in which they are jointly interested.

Extinguishment of rights of way, &c.

33. All rights of way over or along the several roads, footpaths, or other highways or portions thereof which may under the provisions of this Act be stopped up and discontinued, and over any of the lands which shall under those provisions be purchased or acquired, shall be and the same are hereby extinguished.

Extending time for sale of certain superfluous lands.

34. 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 Schedule (A.) 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.

Further provision with respect to certain superfluous lands.

35. And whereas the Company have from time to time purchased or acquired lands, with or without buildings thereon, adjoining or near to their railway or a station belonging solely or jointly to the Company, but which are not immediately required for the purposes of their undertaking, and it is expedient that the Company should be relieved from the obligation under certain circumstances to sell the same as superfluous lands:

Therefore nothing in the Lands Clauses Consolidation Act, 1845, or any Act relating to the Company with which that Act is incorporated, with respect to the sale of superfluous lands, shall, during the period of ten years from the passing of this Act, be held to apply to any lands, with or without any building thereon, and the appurtenances thereto, acquired by the Company, any part of which adjoins the Company's railway or any station belonging solely or jointly to the Company, or may be required for the purpose of widening the line or making sidings in connexion with the said railway, or is situate within one mile of any station belonging solely or jointly to the Company at Newport, Pontypool, Hirwain, Neath, Whitland, Chippenham, Holt Junction, and Dorchester respectively, and the Company may during the same period of ten years from the passing of this Act continue to hold such lands, buildings, and appurtenances, although not immediately required for the purposes of their undertaking.

Extension of time for purchase of lands for Severn Tunnel Railway.

36. The powers granted by the Severn Tunnel Railway Act, 1872, for the compulsory purchase of lands for the purposes of the railway authorised by that Act are hereby continued and may be exercised by the Company until but not after the twenty-seventh day of June one thousand eight hundred and seventy-seven.

Extension of time for completion of Severn Valley and West Midland Junction Railway.

37. The extended period limited by the Great Western Railway Act, 1872, for the construction and completion of the railway in that Act called the Severn Valley and West Midland Junction Railway (being the railway from the Severn Valley Railway to the West Midland Railway at Kidderminster authorised to be constructed by the West Midland and Severn Valley Companies Act, 1861), is hereby further extended to the eighteenth day of July one thousand eight hundred and seventy-seven, and section 23 of the said Act of 1861 shall be read and construed as if the extended period by this Act limited for the construction of the said railway had been the period by that Act limited.

But if the said railway shall not be completed within the extended period limited by this Act, then on the expiration of such extended period the powers by this Act granted for making and completing that railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Revival of powers for construction of railway authorised by West Midland Act of 1862.

38. The powers contained in the West Midland Railway (Additional Works) Act, 1862, for the construction and completion of the railway therein secondly described are hereby revived, and may be exercised by the Company for the period of three years after the passing of this Act, and on the expiration of that period those powers shall cease.

Imposing penalty unless railway opened.

39. Section thirty-five of the West Midland Act of 1862, so far as that section relates to the railway by that Act authorised, the powers for the construction of which are by this Act revived, is hereby repealed.

If the Company fail within the period limited by this Act to complete the last-mentioned railway, 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 the work:

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

A.D. 1875.

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 the Accountant General of the Court of Chancery in the bank and to the credit specified in such warrant or order, and shall not be paid thereout except as hereinafter 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 said 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.

40. 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 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, 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 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 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.

Abandonment of portion of siding at Rowley Regis.

41. When and so soon as the railway or siding No. 4 by this Act authorised is completed and opened, so much of the existing loop siding of Messieurs Swindell and Collis as lies between the commencement of the said railway or siding No. 4 and the termination of that loop siding, at its westernmost junction with the Stourbridge Extension Railway, shall be discontinued, abandoned, and shut up, and thereupon Messieurs Swindell and Collis shall have the same or the like rights in all respects over the said railway or siding No. 4 as they now have over the portion of the existing loop siding so to be discontinued.

The site and soil of the portion of the said loop siding so discontinued shall belong to the Company, and may be retained or sold by them, and the proceeds of any such sale shall be applied by them to the general purposes of their undertaking.

The rails, sleepers, points, and other materials of the discontinued portion of the existing siding, so far as the same have not been provided by the Company, shall belong to Messieurs Swindell and Collis.

Abandonment by Company of authorised railway at Mwyndy.

42. The Company may and shall abandon and relinquish the construction of the Mwyndy Curve.

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

43. The abandonment under the authority of this Act of the Mwyndy Curve 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 thereof, 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 Great Western Railway (Further Powers) Act, 1866, in relation to the said Mwyndy Curve.

Compensation to be made in respect of railway abandoned.

44. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the Mwyndy Curve 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

A.D. 1875.

pursuant to the contract or notice, and 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.

Agreement with Rhymney Railway Company confirmed.

45. The agreement dated the fifth day of November one thousand eight hundred and seventy-four, and made between the Company of the one part and the Rhymney Railway Company of the other part, which is set forth in Schedule (B.) to this Act, is hereby confirmed and made binding on the parties thereto, and full effect may and shall be given thereto accordingly: Provided always, that the junction referred to in Article 1 of the said agreement shall be constructed to the westward of the point where Railway No. 2 authorised by the Taff Vale Railway Act, 1873, will join the Newport, Abergavenny, and Hereford Taff Vale Extension Railway, and the running powers conferred upon the Taff Vale Railway Company by sections 29 and 30 of the last-mentióned Act shall apply to and include the junction and the two additional lines of railway to be constructed under Articles 1 and 2 of the same agreement.

For protection of Taff Vale Railway Company.

Agreement with London and South Wales Coal Company confirmed.

46. The agreement dated the sixteenth day of June one thousand eight hundred and seventy-five, and made between the Company of the one part and the London and South Wales Coal Company (Limited) of the other part, which is set forth in Schedule (C.) to this Act, is hereby confirmed and made binding on the parties thereto, and full effect may and shall be given thereto accordingly.

Power to subscribe to undertakings of other companies.

47. 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 undertaking of the under-mentioned companies respectively to any extent not exceeding the sums herein-after mentioned; (that is to say,)

The Llynvi Company, one hundred thousand pounds, in addition to any sums which the Company are by any Act passed in any previous session authorised to contribute to that company;

The Ogmore Company, one hundred thousand pounds:

Provided always, 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.

48. The Company, while shareholders of either 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.

Confirming agreement between Company, Llynvi Company, and Ogmore Company.

49. The agreement between the Company of the first part, the Llynvi Company of the second part, and the Ogmore Company of the third part, dated the sixteenth day of June one thousand eight hundred and seventy-five, which is contained in the Schedule (D.) to this Act, is hereby confirmed and made binding on the parties thereto, and full effect may and shall be given thereto accordingly.

Tolls on traffic conveyed partly on the railway of the working and partly on the railway of the Ogmore Companies.

50. During the continuance of the said agreement, the railways of the Company and the Llynvi Company (in this Act called the working company or companies) and of the Ogmore Company shall for the purposes of 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 railways of the working company or companies and partly on the railway of the Ogmore Company for a less distance than four miles, tolls and charges may only be charged as 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 railways of the working company or companies and partly on the railway of the Ogmore Company.

Substitution of stock of the Company for rent-charge payable to the Canal Company.

51. The Company, with the previous consent of three fourths of the votes of the shareholders in the Company and in the Canal 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 shares in the Canal Com-

A.D. 1875.

pany, in lieu of or in exchange for the shares in that company so held by him, such an amount of rentcharge, guaranteed, or consolidated preference stock of the Company bearing interest at the rate of five pounds per centum per annum as may be agreed upon between the Company and the Canal Company.

The Company may from time to time apply to the above purpose any 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 is not made applicable to any special purpose, or which being so made applicable is not required for the special purpose, or they may create and issue for the said purpose such an amount of stock in the Company as may be requisite, and may assign to all or any part of such new stock a preferential dividend at the rate of five pounds per centum per annum. The stock so issued shall rank whenever created pari passu and be consolidated with the other rentcharge, guaranteed, or consolidated preference stock of the Company, as the case may be.

After such consent as aforesaid of the shareholders in the Company and in the Canal 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 Canal Company as the holders of the amount of the rentcharge, guaranteed, or consolidated preference stock of the Company to which they may be entitled as hereinbefore provided, the Canal Company shall be dissolved, except for the purpose of winding up its affairs.

A certificate of the stock in the capital of the Company issued to any holder of a share in the Canal Company shall be issued to such holder 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 Canal Company in respect of which the certificate of stock of the Company is issued has been delivered up to be cancelled, or satisfactory evidence of its loss or destruction has been given to the Company.

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 Canal 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.

Company and certain other com-

52. The Company, the North-western Company, the South-western Company, and the Brighton Company, or any of them,

may agree to apportion and divide and may apportion and divide between and amongst themselves or any of them, in such proportions as they may agree, the mortgage debt incurred by and the powers of raising money by borrowing, and of paying off and re-borrowing, conferred upon the Extension Company, and each of the agreeing companies may issue and grant in their own name and under their own seal and on the security of their own undertaking mortgages to the amount so apportioned to them:

panies may assume mortgage debt of West London Extension Railway Company.

Provided always, that the amount of money from time to time borrowed by the agreeing companies under the authority of this section shall not, together with the amount of any outstanding mortgages of the Extension Company, exceed in the aggregate the sum which the Extension Company are authorised to borrow:

Provided also, that each of the agreeing companies may, if they think fit, in lieu of exercising the borrowing powers aforesaid, or in substitution for or in lieu of the renewal of any portion of the mortgage debt so apportioned to them, create and issue debenture stock in their undertaking.

Power to Company to create new shares or stock.

53. 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 additional capital as they shall think necessary, not exceeding four hundred and fifty thousand pounds, exclusive of the rentcharge stock, guaranteed stock, consolidated preference stock, and 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.

54. 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.

55. 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.

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

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

58. Every person who becomes entitled to new shares or stock under this Act 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 paid on such new shares or stock.

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

59. 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.

60. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital not already issued 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.

61. The Company may, in respect of the additional capital of four hundred and fifty thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage any sum not exceeding in the whole one hundred and fifty thousand pounds, but no part thereof shall be borrowed until shares for so much of the said capital as is to be raised by means of shares are issued and accepted, and one half of such 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 such 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, and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted and paid up bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also if the said capital is raised by shares that such persons or corporations, or their executors, administrators, successors, 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.

62. 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.

63. 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, and subject to the provisions of the Acts under which such mortgages were respectively granted, have priority over any mortgages granted by virtue of this Act, and 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.

Application of moneys.

64. 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 moneys to

65. 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 them, and which are not by any of the Acts relating to the Com-

A.D. 1875.

purposes of this Act.

pany made applicable to any special purpose, or which being so made applicable are not required for the special purpose; and the Company may from time to time, for the general purposes of their undertaking, and for the more efficient working of their traffic, issue any shares or stocks which under the authority of any Act passed prior to the present session of Parliament the Company may have created or may hereafter create, but which are not or may not be required for the special purposes for which such shares or stocks respectively were authorised to be created.

North-western Company may apply surplus moneys to certain purposes of Act.

66. The North-western 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.

Saving agreement between Company and Ecclesiastical Commissioners, and providing that a certain road shall not be stopped up.

67. Nothing in this Act contained shall in anywise abrogate an agreement dated the twenty-eighth day of March one thousand eight hundred and seventy-one made between the Company and the Ecclesiastical Commissioners for England with reference to lands, houses, and buildings on the northern side of the Penarth Junction Railway shown on the deposited plans, or authorise the road or highway numbered 6 in the parish of Llandaff on the said plans to be stopped up or discontinued without the consent of the said Commissioners in writing first had and obtained.

Saving rights of the Crown in the foreshore.

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

Interest not to be paid on calls paid up.

69. 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.

70. 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.

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

71. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways, or the better or 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.

72. 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.

SCHEDULE (A.)

Wiltshire.

Saint John the Baptist (Devizes).	Codford.
Broughton Giffard.	Boyton.
Bradford.	Wylye.
Heytesbury.	South Newton.

Dorsetshire.

Clifton-Maybank.	Bradford-Abbas.

SCHEDULE (B.)

An Agreement made and entered into the 5th day of November 1874 between the Great Western Railway Company (herein-after called the Great Western Company) of the one part, and the Rhymney Railway Company (herein-after called the Rhymney Company) of the other part.

Whereas by the Great Western Railway (Various Powers) Act, 1867, the Great Western Company and the Rhymney Company were jointly empowered to make and maintain, amongst other works, a railway, in the said Act called Railway No. 1, and herein-after referred to as the joint railway, of the length of three miles five furlongs and five chains or thereabouts, commencing by a junction with the Taff Vale Extension of the Newport, Abergavenny, and Hereford Railway of the Great Western Company, near the milepost on that railway denoting thirty-five and a quarter miles from Swansea, and terminating by a junction with the Colly Line of the Dowlais Iron Company, at or near the present southern termination of that railway in the Bargoed Valley: And whereas it has been agreed between the said companies parties hereto that instead of having a junction of the said railway with the Taff Vale Extension of the Newport, Abergavenny, and Hereford Railway of the Great Western Company at the point authorised by the said Act, that junction shall be made at the point, in the manner, and upon the terms herein-after mentioned: Now these presents witness, and it is hereby mutually agreed by and between the said companies parties hereto as follows:

1. Instead of the said junction being made at the point authorised by the said Act, and which is shown on the plan hereto annexed by dotted red lines, it shall

be made at or near the Llancaiach Station of the Great Western Company and by and at the expense of that company.

2. For the purpose of forming such junction the Great Western Company will also, at their own expense, construct in a proper and sufficient manner, and for ever maintain in good working order and condition, two lines of rails in addition to those now existing, and in the direction shown by the red lines on the said plan, commencing by a junction with the joint Railway No. 1 authorised by the recited Act, at a point marked "A" on the said plan, and terminating by the said proposed junction with the Great Western Company's Taff Vale Extension of their Newport, Abergavenny, and Hereford Railway, at or near the Llancaiach Station thereon.

3. The Great Western Company will complete the said additional lines ready for traffic within the extended time allowed by the Great Western Railway Act, 1872, for the construction of the joint Railway No. 1.

4. The Rhymney Company shall have full power for all traffic whatsoever, and with their engines and carriages, officers and servants, to run over, work, and use the said two additional lines when made, and to use all sidings, stations, booking offices, water supply, and other works and conveniences of the Great Western Company connected therewith, but not including in such user any sidings, works, and conveniences which have been or may be constructed for purposes other than the Bargoed Branch Railway between the point where the additional lines commence and terminate, except such as they might be entitled to use under their existing running powers if the two additional lines had not been constructed, in as full and ample a manner and on the same terms and conditions as they now run over, work, and use the main line of the Great Western Company's Taff Vale Extension Railway, and the works and conveniences in connexion therewith; and the Rhymney Company shall pay to the Great Western Company for the use of the said two additional lines the same tolls, rates, and charges as they would have paid to the Great Western Company for the use of their main line between the point where the authorised junction shown on the plan annexed hereto was intended to join that line and the point where the intended new junction will join the said main line.

5. The joint committee of the companies parties hereto appointed pursuant to the said first-mentioned Act shall pay to the Great Western Company the sum of nine hundred and two pounds ten shillings, being the amount which it has been estimated that the junction of the said joint Railway No. 1 authorised by the same Act with the said main line of the Great Western Company's railway would have cost if made.

6. The said joint committee shall also bear and pay the expense of erecting, maintaining, and working the necessary signals for the said proposed junction at Llancaiach Station, and of any works in connexion therewith, and also the cost of maintaining and working such junction and any works in connexion therewith, to the same extent as if the junction had been constructed at the point authorised by the recited Act.

7. The Great Western Company may at any time or times hereafter make such alterations in or deviations of the said two lines of rails delineated on the said plan as they may from time to time think necessary or expedient, but such alterations or deviations shall be so made as not to interfere with the use by the Rhymney Company of the said junction and of the said two lines of rails or

A.D. 1875.

any or either of them, and so as not to increase the expenses payable by the joint committee under the provisions of these presents.

In witness whereof the Great Western Railway Company and the Rhymney Railway Company have hereunto caused their respective common seals to be affixed the day and year first above written.

G. Cottman,
Asst. Sec.

L.S. of Great Western Railwa y Company.

Passed under the common seal of the Rhymney Railway Company in the presence of
John Boyle,
Chairman.

L.S. of Rhymney Railway Company.

SCHEDULE (C.)

Heads of Agreement made and entered into this sixteenth day of June one thousand eight hundred and seventy-five between the Great Western Railway Company (herein-after called the Great Western Company) of the one part, and the London and South Wales Coal Company, Limited (herein-after called the Coal Company), of the other part.

Whereas the Great Western Company are now promoting a Bill in Parliament, intituled "A Bill 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," by which it is, amongst other things, proposed to authorise the Great Western Company to construct a railway therein described as follows:

No. 3. A railway, 1 mile 5 furlongs 6·20 chains in length, commencing in the said parish of Risca by a junction with the Railway No. 1 above described at or near the termination thereof, and terminating in the parish of Machen in the same county by a junction with the Sirhowy Railway:

And whereas the line of railway as laid out would pass through the works of the Coal Company in an objectionable manner, and would interfere with the working of their collieries and the erection of coke ovens and other buildings:

And whereas the Coal Company have deposited a petition against the said Bill and are preparing to oppose the same, and in order to mitigate the injury which the Coal Company would otherwise sustain, and to induce them to withdraw their opposition, it has been mutually agreed between the said companies parties hereto as follows:

First. The Great Western Company shall construct the intended Railway No. 3 according to the plan annexed hereto signed by William Adams and

William George Owen between the points marked A and B on the said plan, and where it passes between the "retaining walls for screens" and the "No. 1 Pit" and the "No. 2 Pit" of the Coal Company, the railway shall be made and maintained in a covered way for the entire distance shown on the plan and marked thereon "covered way."

Second. The Coal Company shall sell to the Great Western Company for a nominal consideration all the land required for the intended railway where it passes through the covered way. Such covered way shall be constructed in a substantial manner and subject to the reasonable approval of the engineer of the Coal Company for the time being, and in the event of difference between the Great Western Company and the Coal Company as to the manner in which such covered way is to be or has been constructed, the same shall be referred to the decision of George Fisher, of Cardiff, civil engineer; such covered way shall be the property of the Great Western Company, but the Coal Company shall have an exclusive easement over the surface thereof for all purposes connected with their works: Provided always, that such easement shall not be used so as to injure such covered way or prevent the Great Western Company from making all necessary repairs which it may from time to time require, or from their using the railway, and in the construction of the works for the covered way the Great Western Company may utilise therefor any of the walls or works of the Coal Company, but in such a manner as not in any way injuriously to affect that company.

Third. In the event of the Great Western Company constructing the intended railway according to the said plan between the points marked A and B thereon, they shall pay to the Coal Company the increased cost which will be incurred by that company in constructing the fifty-seven coke ovens shown on the said plan on the site of the lands coloured yellow thereon instead of the site coloured blue, and in order to reduce the expenses as far as practicable it is agreed that all the ovens coloured pink and yellow on the plan be constructed at the same time.

Fourth. The Great Western Company shall, so far as on their own ground, construct, maintain, and work at the expense of the Coal Company a junction point so as to connect the Coal Company's sidings with the intended railway at or near the point marked C on the plan annexed hereto, and they shall also, so far as on their own ground, construct, maintain, and work at the expense of the Coal Company a junction point for the same purpose at or near the point marked D on the said plan, and the Great Western Company shall pay to the Coal Company the sum of seven hundred and fifty pounds towards the cost of these junctions.

Fifth. The Coal Company shall withdraw their petition against the Great Western Bill.

Sixth. The Coal Company, if required by the Great Western Company, to allow their engineer, Mr. Adams, or some of the officials connected with their works, to give evidence in favour of the Bill.

Seventh. This agreement is conditional on the passing of the Bill into law and on its authorising the construction of the Railways 1 and 3 therein described and on Railway No. 3 being constructed.

Eighth. Any differences arising between the Great Western Company and the Coal Company in any way relating to these heads of agreement, or any of

A.D. 1875.

the subject-matters thereof, shall be determined by the said George Fisher, whose decision shall be binding and conclusive on both parties.

In witness whereof the companies parties hereto have hereunto affixed their respective common seals the day and year first above written.

The common seal of the said Great Western Company was hereunto affixed in the presence of

GEO. COTTMAN,
Asst. Sec.

L.S. of Great Western Railway Company.

The common seal of the said Coal Company was hereunto affixed in the presence of

G. H. BURGESS,
Secretary,
85, Gracechurch Street.

L.S. of London and South Wales Coal Company (Limited).

SCHEDULE (D.)

AGREEMENT made and entered into this sixteenth day of June one thousand eight hundred and seventy-five between the Great Western Railway Company (herein-after called the Great Western Company) of the first part, the Llynvi and Ogmore Railway Company (herein-after called the Llynvi Company) of the second part, and the Cardiff and Ogmore Valley Railway Company (herein-after called the Cardiff Company) of the third part.

WHEREAS the Llynvi Company and the Great Western Company have entered into an agreement bearing date the 16th day of May 1873 for (amongst other things) the management, maintenance, use, and working of the railways and dock of the Llynvi Company by the Great Western Company, and the division and appropriation of the receipts arising therefrom, and for other purposes, and which agreement is scheduled to and confirmed by the Llynvi and Ogmore Railway Act, 1873:

And whereas by the Cardiff and Ogmore Valley Railway Act, 1873, the Cardiff Company was incorporated and authorised to construct a railway (herein called the Cardiff Railway), and therein described as—

"A railway (on the deposited plans and sections called Railway No. 1),
" 8 miles 1 furlong and 5 chains in length, commencing in the parish of
" Llangeinor in the county of Glamorgan by a junction with the Rail-
" way No. 2 authorised by the Ogmore Valleys Railway Act, 1863, and
" terminating in the parish of Llanharan in the same county by a junction
" with the Great Western Railway:"

And whereas the said Cardiff and Ogmore Railway Act was originally introduced into Parliament in the session of 1873 for the purpose of authorising the construction of certain railways which would have been competing lines with the then existing railways of the Llynvi Company, and with certain proposed extension lines promoted by the Llynvi and Ogmore Railway Company

in the same session, and which proposed extension lines were authorised by the Llynvi and Ogmore Railway Act, 1873,' subject to the proviso therein and herein-after mentioned:

And whereas during the passage of the said Cardiff and Ogmore Railway Act and Llynvi and Ogmore Railway Act through Parliament an agreement was made, bearing date the 13th day of June 1873, between the Great Western Company of the first part, the Llynvi Company of the second part, Archibald Frederick Paull, Alexander Brogden, and Henry Brogden (being respectively the chairman, vice-chairman, and one of the directors of the Llynvi Company) of the third part, and David Davies, Edward Thompson, and John Osborne Riches (being the promoters of the Cardiff and Ogmore Railway) of the fourth part, which provided for the amendment of the Cardiff and Ogmore Bill by omitting therefrom certain of the railways sought to be authorised thereby, which would have been competing lines with the railways of the Llynvi Company, and by the insertion in the said Bill of provisions for the construction of a junction between the railway then proposed to be authorised by the said Cardiff and Ogmore Railway Act and the railways then proposed to be authorised by the said Llynvi and Ogmore Railway Act, and of running powers to the Llynvi Company over the Cardiff and Ogmore Railway, and for the transfer of the further conduct of the said Bill to the parties thereto of the third part, and the said Cardiff and Ogmore Act subsequently received the royal assent with the amendments so agreed:

And whereas, as part of the arrangement come to between the parties to the said agreement of the 13th day of June 1873, it was arranged that a proviso should be inserted in the said Llynvi and Ogmore Act, 1873, to the effect that if the Cardiff and Ogmore Railway Bill passed into law during the then session, and authorised the company thereby incorporated to make and maintain the railway in the said Bill called Railway No. 1, and therein-after in the said Llynvi and Ogmore Railway Act referred to as the Cardiff and Ogmore Railway, then the Railway No. 1 by the last-mentioned Act authorised should terminate by a junction with the Cardiff and Ogmore Railway at the point in the last-mentioned Act mentioned, and such proviso was so inserted and passed in clause 4 of the said Llynvi and Ogmore Railway Act, 1873:

And whereas, by way of compensation to the Llynvi Company for the loss sustained by them by reason of the abandonment by them of the portion of the Railway No. 1 promoted by them in the session of 1873, as provided in the last-mentioned proviso, it was agreed that they should be entitled to participate in the profits of the Cardiff and Ogmore Railway in the manner and to the extent provided in subdivision (D.) of Article 19 of these presents:

And whereas the Cardiff Railway ever since the said agreement of the 13th day of June 1873 has been promoted in the interest of the Great Western and Llynvi Companies, and forms a continuation of the Ogmore Railway of the latter company to the Great Western Company's railway at Llanharan, and the said agreement of the 13th June 1873 was entered into by the Great Western Company and the Llynvi Company on the terms, as between themselves, that the Cardiff Railway should be taken and considered as part of the undertaking of the Llynvi Company, and should be worked in connexion with the railways of the Great Western Company and of the Llynvi Company:

And whereas the Cardiff and Ogmore Railway is now in course of construc-

A.D. 1875.

tion, and it will be to the advantage of the public and to the interest of the companies parties hereto that the said railway should be so worked:

And whereas by the Cardiff and Ogmore Valley Railway Act, 1873, it is, amongst other things, provided that the company (meaning thereby the Cardiff Company) and the two companies (meaning thereby the Great Western Company and the Llynvi 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 respect to the following purposes, or any of them; (that is to say,)

"The working, use, management, and maintenance by the contracting com-
" panies of their respective railways and works, or of any part or parts
" thereof respectively:

"The supply of rolling stock and machinery and the employment of officers
" and servants for the conduct and management of traffic:

"The payments to be made and the conditions to be performed with respect
" to the matters aforesaid:

"The interchange, accommodation, or conveyance of traffic coming from or
" destined for or passing over the respective undertakings of the contract-
" ing companies, and the fixing, collection, division, and appropriation
" of the revenues arising from the traffic upon the railways of the
" contracting companies:"

Now therefore it has been mutually agreed between the companies parties hereto, on behalf of themselves, their successors and assigns, as follows; (that is to say,)

Article 1. The expression "the two companies," wherever hereafter used, means the Great Western Company and the Llynvi Company; the expression "the railway," wherever herein-after used, means and includes the aforesaid railway of the Cardiff Company, subject to such alteration or deviation thereof as may be agreed upon between the two companies and the Cardiff Company, and the sidings, stations, works, and conveniences connected therewith, as mentioned and described in Article 5.

Article 2. The word "traffic" means and includes all passenger, parcel, animal, goods, minerals, and other traffic whatever, whether local or through, and also all troops, police, and mails to be conveyed over the undertaking of the Cardiff Company, or any part thereof; and the words "local traffic" mean and include all traffic between stations or places upon the undertaking of the Cardiff Company; and the words "through traffic" mean and include all traffic passing over any part of the undertaking for the time being of the Cardiff Company to or from places on or beyond railways of or which are worked or used by the two companies, or either of them; and the expression "gross receipts" means and includes all tolls, rates, charges, and terminals exclusive of paid-ons and cartage for all local traffic, and all tolls, rates, charges, and terminals exclusive of paid-ons and cartage of the two companies, or either of them, and the Cardiff Company, or any other company, for all through traffic as herein-before defined; and the expression "gross receipts of the Cardiff Company" means and includes in these presents all tolls, rates, charges, and terminals exclusive of paid-ons and cartage in respect of local traffic, and all apportionments to the Cardiff Company or their undertaking out of all tolls, rates, charges, and terminals exclusive of paid-ons and cartage in respect of through traffic, and all other sources

of revenue whatever of the Cardiff Company, including (amongst other sources of revenue) rents of superfluous lands and buildings while the same remain unsold; and the expression "excess gross receipts" means the amount remaining in hand after the payments provided for in subdivisions A. to C. inclusive of Article 19 hereof, and after the working expenses as herein-after provided have been paid, deducted, or allowed for.

Article 3. The expression "Cardiff debenture debt," wherever herein-after employed, means and includes the amount from time to time secured or to be secured by mortgages or bonds granted by the Cardiff Company under the authority of any Act of Parliament relating to the Cardiff Company, and shall, except with the consent in writing of the two companies, be limited to the sum of thirty-three thousand three hundred pounds.

Article 4. The expression "paid-up capital," wherever herein-after employed, means and includes so much as from time to time is paid up, whether on deposit or calls or in anticipation of calls, of the capital authorised to be raised by the Cardiff Company by shares by any Act of Parliament relating to the Cardiff Company, not exceeding so much as may from time to time be agreed on between the Great Western Company and the Cardiff Company, and as may be necessary for the construction of the said railway, but the said Cardiff Company's paid-up capital shall not, except with the consent in writing of the two companies, exceed the sum of one hundred thousand pounds.

Article 5. The Cardiff Company will make and complete the aforesaid railway, unless otherwise agreed with the Great Western Company, according to plans, drawings, and specifications to be approved by the engineer for the time being of the Great Western Company, with a single line of rails on the narrow gauge, but with land and over bridges for a double line, including all proper and sufficient junctions, sidings, stations, station-houses, station fittings and furniture, sheds, cranes, water tanks, water cranes, signals, electric telegraph and other works and conveniences, and including also all proper and sufficient dwelling-houses at level crossings where necessary, so that the railway shall at the latest by the time limited by Parliament for the completion thereof, or such other time as may hereafter be limited, be completed and ready for traffic, or, if it be decided to open the said railway in the first instance for passenger traffic, be approved by the proper officer of the Board of Trade as being in all respects fit to be opened and used for public traffic, and to the reasonable satisfaction of the engineer for the time being of the Great Western Company. The plans, drawings, specifications, schedule of prices, contracts, and other necessary documents are all to be subject to the approval of the said engineer of the Great Western Company, and the works are to be constructed in the most economical manner.

Article 6. If at any time after the opening of the said railway for public traffic it shall be determined to use the same for passenger traffic, the Cardiff Company shall construct such offices, platforms, sidings, signals, works, and conveniences, and shall make such alterations in or additions to any then existing offices, platforms, sidings, signals, works, and conveniences as may be necessary for the proper, safe, convenient, and economical working of the traffic, and shall also comply with the requirements (if any) which may be made by the Board of Trade previous to sanctioning the opening of the said railway for passenger traffic.

A.D. 1875.

Article 7. Before the opening of the railway or any part or parts thereof for traffic the Cardiff Company will, to the reasonable satisfaction of the engineer of the Great Western Company, remove or cause to be removed and cleared away all superfluous contractor's plant and materials, and generally make all such arrangements with regard to the preparation of the line for reception of traffic as shall be proper and sufficient for enabling the Great Western Company, on and after the opening of the railway or any part or parts thereof for public traffic, to work and use the same in accordance with this agreement.

Article 8. The Cardiff Company will not at any time act as carriers on the railway or any part thereof, and they will abstain from doing or concurring in anything which might directly or indirectly interrupt, impede, interfere with, or in any way disturb the exercise or quiet enjoyment by the Great Western Company of any of the rights, powers, and privileges intended to be secured to them by this agreement.

Article 9. The Llynvi Company will not, during the continuance of the said agreement of the 16th day of May 1873, exercise the running powers over the railway conferred upon them by section 32 of the Cardiff and Ogmore Valley Railway Act, 1873, and will not directly or indirectly during the continuance of the said agreement aid or assist any other company or person exercising such powers.

Article 10. During the continuance of this agreement the Cardiff Company will apportion, redeem, or pay the land tax and apportion or pay all tithe rent-charges, rents, rates or taxes, and assessments usually paid by landowners, and the Great Western Company will bear and pay all rates and other outgoings usually paid by tenants, and also all salaries, wages, and other outgoings in relation to the user or working by them of the railway, and the reception, accommodation, conveyance, and delivery by them of the traffic thereon, except property or income tax.

Article 11. The Great Western Company shall, from and after the opening of the railway for public traffic and thenceforth in perpetuity, work and manage the undertaking of the Cardiff Company, and collect, convey, forward, and deliver all the traffic thereof in such a manner as fairly to develop the traffic thereof and of the district served thereby, and shall from time to time run all proper and sufficient trains thereon for the service of all such traffic, but shall not be required to run passenger trains thereon unless the joint committee, or the joint committee presided over by the standing arbitrator, or the standing arbitrator in case of difference, should think it reasonable and necessary, and that it would be reasonably remunerative to do so, and shall, except as is hereinafter provided, well and effectually repair, renew, and maintain in good order and repair and in all respects fit for public traffic the undertaking of the Cardiff Company, and also employ and pay all such officers, clerks, engineers, servants, and others, and find and provide all such locomotive power, engines, carriages, and other rolling stock (exclusive of waggons) for mineral traffic, plant, stores, and materials as shall be proper and sufficient for such managing, working, repairing, renewing, and maintaining as aforesaid, and for the reception, accommodation, conveyance, and delivery of all the traffic aforesaid, and also pay and indemnify the Cardiff Company from and against all taxes, rates, parliamentary, parochial, and all Government duties chargeable upon or affecting the same or the traffic thereof, except property or income tax and

Government duty on passengers, and from and against all other charges upon revenue, and all compensation, damages, costs, and expenses payable to any person, corporation, or company in respect of any accident occurring in or upon the said railway and works, or of any other default of the Great Western Company.

Article 12. The Great Western Company out of the gross receipts herein-after referred to shall be allowed in respect of the expenses of working, maintaining, and managing the railway, herein-after called working expenses, for the period ending on the 30th of June 1883, fifty per cent. of such gross receipts, and at the expiration of the said period and thenceforth for the next ten years, and so on at the end of each succeeding ten years, such a proportion of the excess gross receipts as shall be determined by the joint committee, or failing them, then by the joint committee presided over by the standing arbitrator.

Article 13. The Great Western Company shall, so far as they lawfully can, receive and forward by the railway of the Cardiff Company, and by those of and which are worked by the Great Western Company wherever they form a convenient route, all traffic to and from the railways of the Llynvi Company or any of them which can be most conveniently and properly interchanged between the Great Western and Cardiff Companies, and which the Great Western Company can so receive, forward, and convey.

Article 14. Subject as herein-after is provided, the board of directors of the Great Western Company, and the board of directors of the Llynvi Company, and the board of directors of the Cardiff Company shall respectively appoint two persons, whether directors of those companies or not, to be members of a joint committee, and the persons so appointed, and their successors from time to time appointed as herein-after provided, shall form a joint committee for executing such of the provisions of this agreement as from time to time are delegated to or may be exercised by the joint committee:

First. Any one or more of the said boards giving at least fourteen days previous notice in writing thereof to the other board or boards may at any time remove any member or members of the joint committee appointed by the board or boards respectively giving the notice:

Second. Any member of the joint committee giving at least fourteen days previous notice in writing thereof to the joint committee, and also to the board by which he was appointed, may at any time resign his office as a member of the joint committee:

Third. Within three days after notice to the joint committee or their secretary of any vacancy by disqualification, death, resignation, or otherwise in the joint committee, their secretary shall give notice in writing thereof to the board by which the person ceasing to be a member of the joint committee was appointed:

Fourth. Within one month after notice to the respective boards of any vacancy by disqualification, death, removal, resignation, or otherwise in the joint committee, the board by which the person ceasing to be a member of the joint committee was appointed shall appoint another person in his place:

Fifth. If by reason of any of the boards not having made any such appointment there are not at any time six members of the joint committee, the members from time to time thereof, though fewer than six, shall notwithstanding be entitled to exercise all the powers of the joint committee:

A.D. 1875.

Sixth. The joint committee shall be subject to all such regulations as are from time to time agreed on by the companies parties hereto: Provided always, that, subject to the regulations so from time to time made, the joint committee shall be regulated by their own standing orders from time to time in force: Provided also, that, subject to those regulations and standing orders respectively, every meeting of the joint committee shall regulate their own procedure:

Seventh. The joint committee shall and may have, exercise, and enjoy such of the rights, powers, authorities, privileges, and immunities as might from time to time be exercised and enjoyed by the companies by whom the joint committee is appointed, and as they may from time to time confer on them:

Eighth. The joint committee from time to time may appoint and remove a secretary for themselves:

Ninth. At all meetings of the joint committee a chairman shall be first appointed. The chairman of the meetings shall be alternately a Cardiff Company's nominee, a Llynvi Company's nominee, and a Great Western Company's nominee, the Cardiff Company's nominee being the first chairman, and the chairman shall not have a second casting vote:

Tenth. At all meetings of the joint committee three members shall be a quorum:

Eleventh. If and whenever upon any question the votes of the committee at the first meeting at which a question is discussed are divided, the question shall be reconsidered at the next meeting, or at any subsequent meeting to which it is specially adjourned, and if and whenever at any meeting for reconsideration of a question the representatives of any company or companies, or as many of them as may then be present, differ from the representatives of the other company or companies, or as many of them as may then be present, or if at the time appointed for such meeting no quorum is present, the question shall be determined by the standing arbitrator herein-after mentioned:

Twelfth. The joint committee, if and whenever they think fit, may appoint any person whom they think fit, not being one of their own body or a director or officer of any of the companies by whom the joint committee is appointed, to act as the standing arbitrator of the joint committee for so long a time as the joint committee think fit: Provided always, that no appointment of a standing arbitrator shall be made except by the unanimous resolution of a meeting of a joint committee specially convened for the purpose by not less than seven or more than fifteen days notice in that behalf:

Thirteenth. If and whenever a meeting of the joint committee specially convened in accordance with this agreement for the purpose fail to elect a standing arbitrator, the Board of Trade, on the application of any one or more of the companies by whom the joint committee is appointed, may, after such notice to those companies as the Board of Trade shall think fit, appoint any person whom the Board of Trade think fit to act as the standing arbitrator for a period not exceeding one year:

Fourteenth. The powers and authorities of the standing arbitrator shall extend only to his acting as chairman at and with respect to every meet-

ing of the joint committee at which, according to his appointment, he is so to act, and his taking part in all discussions thereat, and his giving a casting vote in every matter on which the votes of the joint committee present and voting at the meeting are divided, and his having all such access to and inspection and transcription of the minutes, accounts, books, writings, and papers of the joint committee, and all such assistance by the secretary, clerks, and other officers of the joint committee, and all such other facilities for the performance of his duties as he thinks requisite. The standing arbitrator shall have power to adjourn any meeting of which he is chairman for any period not exceeding one week:

Fifteenth. The joint committee and the Board of Trade respectively appointing a standing arbitrator may appoint for him such salary or remuneration as they respectively think reasonable:

Sixteenth. The joint committee shall keep proper books of account of all their receipts, credits, payments, and liabilities, and also proper books in which shall be entered minutes of all their proceedings:

Seventeenth. The directors and secretaries of the companies by whom the joint committee is appointed respectively may at all reasonable times inspect the account books, minute books, and all other books, accounts, minutes, papers, and writings in the possession or custody of the joint committee, and take copies of and extracts from the same, as the directors and secretaries respectively think fit:

Eighteenth. The expenses of the joint committee and the salaries of all officers and servants from time to time employed by them in accordance with this agreement shall be borne and paid by the companies by whom the joint committee is appointed, in such proportions as they from time to time agree on, or, failing agreement, in such proportions as the joint committee from time to time appoint, and the expenses to be so paid by those companies shall be paid to the joint committee by those companies respectively according to the proportions in which they respectively are from time to time to bear and pay the same, by equal instalments, and at the same periods of time, and in such amounts, and at such periods as the joint committee from time to time appoint:

Nineteenth. If and whenever any of the companies by whom the joint committee is appointed fails to pay to the joint committee, on demand, any sum so payable by the respective company, the amount in arrear shall while in arrear bear interest at the rate of five pounds per centum per annum:

Provided always, and it is hereby expressly agreed, that if and whenever the board of directors of the Cardiff Company shall be composed wholly or in part of directors of or appointed by either the Great Western Company or the Llynvi Company, the joint committee shall instead of being composed of two persons to be appointed by each of the three companies as herein-before provided, be composed as follows; (that is to say,)

(A.) If at any time the board of the Cardiff Company shall consist entirely of directors of or appointed by one of them, the Great Western Company, or the Llynvi Company, then the joint committee shall consist of three members to be appointed by the

A.D. 1875.

board of directors of the Cardiff Company, and three members to be appointed by the board of directors of whichever of them, the Great Western Company or the Llynvi Company, is not represented on the Cardiff Board:

(B.) And if and whenever the board of the Cardiff Company shall consist of two directors of or appointed by one of them, the Great Western Company or the Llynvi Company, and of one director of or appointed by the other of them, then the joint committee shall consist of three members to be appointed by the board of directors of the Cardiff Company (such three members being the directors of that company appointed by the Great Western and Llynvi Companies respectively) and of one member to be appointed by the board of directors of such one of them, the said Great Western and Llynvi Companies, as shall be represented on the Cardiff Board by two directors, and of two members to be appointed by the board of directors of such one of them, the said Great Western and Llynvi Companies, as shall be represented on the Cardiff Board by one director:

Provided further, that the three members forming the quorum under sub-section 10 of this article shall not be three members appointed by one of the boards by whom the joint committee is appointed, except in cases where through the default of the other board there are not then any members of the joint committee appointed by the defaulting board, and except also in cases where all the members or the member, if only one, in office then appointed by one of the boards makes default in attendance at two successive meetings of the joint committee, there having been left with the secretary of that board at least six days notice in writing from the other board requiring the attendance of the defaulting members or member at one at least of the two successive meetings, in which excepted cases respectively three members appointed by one of the boards shall form a quorum.

Article 15. All tolls, rates, and charges for local traffic (including terminal charges for such traffic), and all apportionments to the Cardiff Company out of tolls, rates, and charges (including terminals) for through traffic shall be determined by the joint committee, or failing them by the standing arbitrator: Provided also, that in cases of emergency the general manager for the time being of the Great Western Railway shall have power to fix and quote such rates and fares as he may think proper and necessary in order to meet any special case, or to secure any particular traffic which in his opinion might otherwise not be secured to or sent by the railway of the Cardiff Company; and such general manager shall in other respects have and may exercise the same powers and authority in and over the undertaking of the Cardiff Company and the traffic thereof as he shall for the time being have the power to exercise over the Great Western Railway, but all such special fares and rates so quoted by him as aforesaid shall at the first subsequent meeting of the joint committee be submitted to them, and the continuance of such rates shall be subject to their sanction and approval, and if approved shall be binding and conclusive, and all the tolls, rates, and charges for through traffic, including terminal charges for

such traffic, shall be so fixed by the Great Western Company as under all the circumstances fairly to develop such through traffic.

Article 16. The Great Western Company shall in the first instance receive the gross receipts, and shall keep proper accounts thereof, and shall always in such accounts separate and distinguish the gross receipts of the Cardiff Company, and the Great Western Company shall deliver monthly accounts of the gross receipts, separating and distinguishing therein as aforesaid, to the Cardiff Company, who shall at all times have access to all accounts and books of accounts relating thereto or to the traffic aforesaid.

Article 17. Purchase moneys accruing from the sale of the said superfluous lands and buildings shall be applied to the capital purposes of the Cardiff Company.

Article 18. All questions from time to time arising between the companies parties hereto as to whether the traffic on, to, from, and over the undertaking of the Cardiff Company has been properly worked and fairly developed in accordance with these presents shall be questions to be determined by the joint committee, or in cases in which the jurisdiction of the standing arbitrator is herein-before made to arise, by the standing arbitrator; and the joint committee or arbitrator (as the case may be), if and when determining that the Great Western Company have failed to fulfil the conditions of these presents as to the working or developing of such traffic, may also determine what ought to be done by the Great Western Company to fulfil the obligation in these particulars respectively undertaken by them, and that company will do whatever it is so determined should be done.

Article 19. The division and apportionment between the Great Western Railway Company and the Cardiff Company of the gross receipts, after deducting working expenses as aforesaid, shall be as follows; videlicet,

The Great Western Company shall allow and pay to the Cardiff Company, out of the balance remaining of the gross receipts for each year after deducting working expenses as aforesaid, such an amount as will be sufficient to pay as follows:

(A.) Interest for the year on the issued debentures and debenture stock of the Cardiff Company, and on any debenture stock which may from time to time be substituted for such issued debentures or for any of them:

(B.) A dividend at the rate of six pounds per cent. per annum on the paid-up capital of the Cardiff Company:

(C.) The sum of one hundred pounds for the remuneration and expenses of the directors and auditors of the Cardiff Company and of the salary of the secretary and clerks (if any), and the office expenses of the Cardiff Company and their share of the expenses of the joint committee:

(D.) A sum equal to the amount by which the excess gross receipts of the year exceed the aggregate of the above payments (A.), (B.), and (C.), of the Government duty for the year on passenger receipts on the Cardiff Company's undertaking, and of the working expenses for the year, such sum (D.) to be divided by the Cardiff Company between the holders for the time being of the shares

A.D. 1875.

and stocks of the Cardiff Company (the dividends on which are payable under subdivision (B.) of this article according to their holdings, and having regard to the amounts from time to time paid up on such shares and stock) and the holders for the time being of the issued ordinary shares and stocks of the Llynvi Company, and of any ordinary shares or stocks into which any preference shares or stock of the Llynvi Company may in virtue of the existing option to the holders of the last-mentioned shares or stock for that purpose, and which option is stated in the said agreement of the 16th day of May 1873, and the holders of any capital that may have been issued by the Llynvi Company after the 16th day of May 1873, with the consent in writing of the Great Western Railway Company, or which, according to the agreement between the Llynvi Company and the Great Western Company, contained in the schedule to the said Llynvi and Ogmore Railway Act, 1873, may be deemed to be so issued, and such division shall be pro rata according to the respective holdings of the parties respectively entitled thereto under this article, and according to the amount from time to time paid up on such shares and stock respectively.

Article 20. In the event of the Cardiff Company's proportion of the gross receipts not being sufficient in any year of this agreement to pay the amounts mentioned in sub-sections (A.), (B.), and (C.) of the last preceding article, the Great Western Company shall by way of rebate and out of the receipts received by them for traffic passing over their railways to and from the railway make up as an advance to the Cardiff Company any such deficiency.

Article 21. If and whenever in any year the gross receipts (and excess gross receipts) shall prove insufficient to discharge the payments provided for in sub-sections (A.) to (C.) inclusive of Article 19 hereof, plus the Government duty and working expenses referred to in Article 12 hereof, the Great Western Company may in any subsequent year or years in which there shall remain a surplus of the gross or excess gross receipts after satisfying the said payments, Government duty, and working expenses, apply such surplus or so much thereof as may be necessary in recouping to the Great Western Company the amount of the deficiency of any preceding year, with interest thereon.

Article 22. Payment of the moneys mentioned in the 19th Article, other than that referred to in subdivision (D.), shall be made in equal half-yearly instalments in each year; (that is to say,) the interest and dividend upon debentures and debenture stock respectively upon the half-yearly days upon which such interest and dividend are respectively reserved, appointed, or accustomed to be paid, and the interest or dividend upon the shares and stocks referred to in subdivision (B.), and the sum payable under subdivision (C.) within sixty days after the 30th day of June and the 31st day of December in each year, for the half-years ending respectively on the 30th day of June and the 31st day of December in each year. The first half-yearly payment in each of the cases other than debentures and debenture stocks to which this article applies shall be made on the half-yearly day for payment thereof next succeeding the day of opening the railway or within sixty days thereafter, but only for the period between the said day of opening of the railway and the said 30th day of

June or 31st day of December, as the case may be, and the next half-yearly payment shall be made on the first half-yearly day for payment or within sixty days thereafter, and the subsequent half-yearly payments shall be made respectively on the respective half-yearly days for payment thereof or within sixty days thereafter.

Article 23. The payment of the sum referred to in subdivision (D.) in Article 19 hereof shall be made yearly to the Cardiff Company or within sixty days after the 30th day of June in each year, and for that purpose the full accounts of the gross receipts of the Cardiff Company shall be made up yearly by the Great Western Company to the 30th day of June and rendered to the Cardiff Company and Llynvi Company respectively on or before the 22nd August in each year. And the Cardiff Company shall within thirty days from the date of such last-mentioned payment duly divide and distribute all sum and sums of money so paid under subdivision (D.) of Article 19 hereof between and amongst the parties for the time being respectively entitled thereto under subdivision (D.) of Article 19 hereof, and any dispute or difference that may from time to time arise between the Llynvi Company and the Cardiff Company touching any such division or distribution as last aforesaid shall be determined by arbitration as provided in Article 34 hereof.

Article 24. The Great Western Company, subject to the authority of three fourths of the votes of the proprietors in the said Company present in person or by proxy at a general meeting of the Great Western Company specially convened for the purpose, will, when and so soon as they are satisfied that five thousand pounds of the capital of the Cardiff Company authorised by their Act of incorporation has been subscribed bonâ fide under the provisions of the said Act, subscribe for or take, or cause to be subscribed for or taken, nine thousand five hundred shares of ten pounds each created under the authority of such Act. And the Great Western Company, or, as the case may be, the party or parties whom they may procure to subscribe for or take the said shares, shall in respect of those shares have all the powers, rights, and privileges, and be subject to all the obligations and liabilities of proprietors of shares in the Cardiff Company. The Great Western Company will also procure, or cause to be procured, the capital to be raised by debentures or debenture stock under the said Act for the purposes of the railway.

Article 25. As soon as the Great Western Company shall have subscribed or taken shares in the Cardiff Company to the amount aforesaid, or shall have procured parties to subscribe or take shares to that amount, and whether the sum subscribed or the amount in value of the said shares shall have been paid up or not, the directors of the Great Western Company may from time to time appoint two persons to be directors, and the directors of the Llynvi Company may from time to time appoint one person to be a director of the Cardiff Company, and all the provisions of the Cardiff and Ogmore Valley Railway Act, 1873, shall from time to time apply to all and every of the directors appointed by the Great Western Company and the Llynvi Company respectively, except the possession in their and his right of the prescribed number of shares in the Cardiff Company, and on the secretary of the Great Western Company or the Llynvi Company, as the case may be, from time to time informing the directors of the Cardiff Company of the appointment on the board of that company of a director or directors to represent the Great Western

A.D. 1875.

Company or the Llynvi Company, as the case may be, a vacancy or vacancies, as the case may be, shall be made at the board of the Cardiff Company, if necessary for such director or directors.

Article 26. The Great Western Company from time to time, if they have the power to do so, or if they hereafter obtain such power, may renew the debentures of the Cardiff Company as and when they fall due, but the Cardiff Company may always renew the said debentures if the Great Western Company do not one month before the debentures respectively fall due elect to pay them off.

Article 27. Save and except the share and loan capital authorised by the said Act and as may be required for the purposes thereof, the Cardiff Company shall not from and after the date of these presents create, issue, or raise any further capital, except with the consent in writing of the two companies under the hand of their respective secretaries first had and obtained.

Article 28. The Cardiff Company shall, at their own cost, charge, and expense, well and effectually repair, renew, and maintain the railway for one year from and after the date of the opening thereof for public traffic, and shall hand the same over to the Great Western Company in good order and condition, and in all respects fit for public traffic.

Article 29. This agreement to be subject to the approval of Parliament, and the Great Western Company will in some Bill or Bills to be promoted by them in the present or any subsequent session of Parliament schedule this agreement to the said Bill and endeavour to obtain the confirmation thereof by Parliament, and the Cardiff Company will support such application, and the companies parties hereto respectively will at the due and proper times convene and hold all such meetings of the said companies respectively as are required by the standing orders of either House of Parliament in the case of Bills for such purposes, and shall use their best endeavours to procure such approval thereof by their respective proprietors as will satisfy such standing orders, and will, in case a Bill for authorising or confirming this agreement shall not be passed in the present session of Parliament, use their best endeavours and do all things requisite on their respective parts to procure the passing in some Bill of the Great Western Company, at the expense of the Cardiff Company, in the session of Parliament to be held in the year 1876, unless otherwise agreed, clauses authorising or confirming this agreement.

Article 30. Whenever, in the opinion of the joint committee or the joint committee presided over by the standing arbitrator, additional sidings or other accommodation or any works necessary to adapt the line for passenger traffic are or is required, such sidings, accommodation, and works shall be constructed by the Cardiff Company, and whenever, in the opinion of the joint committee or the joint committee presided over by the standing arbitrator, the requirements of the traffic render it necessary or expedient that a second line of railway should be laid down upon the undertaking of the Cardiff Company or any part of it, the two companies shall sanction the execution thereof by the Cardiff Company, who shall thereupon, if necessary, apply to Parliament or to the Board of Trade for power to raise additional capital for that purpose, and if obtained shall exercise the same in such manner within the terms of the authority to raise the same as the two companies shall prescribe (provided it be such as to secure the issue thereof at par), and on their failing to do so, then as the

joint committee or the joint committee presided over by the standing arbitrator think fit, and the capital raised for such purposes shall be applied in carrying the same into effect, and shall be deemed to be capital raised with the consent in writing of the two companies: Provided always, that the Great Western Company, and failing them the Llynvi Company, shall have the option of taking or of procuring parties to take such last-mentioned capital at par, and such debentures or debenture stock or any part or parts thereof.

Article 31. All material, stores, coals, machinery, and other articles and things required and to be used for the working of the undertaking of the Cardiff Company, or any railways leased or worked by that company, or any of them, or any works of the Cardiff Company in connexion with the said railways, or any of them, shall be conveyed over the railways of the two companies or any of them free of charge, and all materials, stores, coals, machinery, and other articles and things required and to be used for the working of the undertaking of the two companies, or any railways leased or worked by that company, or jointly by that company with some other companies or company, or any of them, or of any works of the two companies in connexion with the said railways, or any of them, shall be conveyed by the Great Western Company over the railways of the Cardiff Company or any of them free of charge.

Article 32. In the event of the Cardiff Company being required from time to time to purchase the minerals or some of them under their railways or any of them, or under any part or parts thereof, or of its being necessary or desirable to do so, they shall do so, and any additional capital which it may be necessary for them to raise for the purpose may be raised by them, and shall be deemed capital raised with the consent in writing of the two companies: Provided always, that the Great Western Company, and failing them the Llynvi Company, shall have the option of taking or procuring parties to take such last-mentioned capital at par.

Article 33. All accounts and vouchers to be kept in accordance with this agreement shall respectively be open at all reasonable times to the inspection and transcription of the secretaries, accountants, and other agents of the three companies parties hereto respectively, and the three companies respectively will afford all proper and sufficient facilities for the inspection and transcription of such accounts, and all accounts delivered by any of the companies parties hereto to the other or others, if not objected to or withdrawn within thirty clear days from the date of such delivery, shall be taken and considered as correct.

Article 34. In every case in which any difference not herein-before provided to be determined by the standing arbitrator may arise between the companies parties hereto, or any two of them, touching the true intent or construction of this agreement, or touching anything to be done, suffered, or omitted in pursuance of this agreement, or touching any of the incidents or consequences of this agreement, or touching any breach or non-fulfilment or any alleged breach or non-fulfilment of this agreement, or touching any liability, damages, losses, costs, or expenses by reason of any such breach or non-fulfilment or alleged breach or non-fulfilment, or touching any claim or demand relating to any such liability, damages, losses, costs, or expenses, or otherwise relating to the premises, every such difference shall be referred to and determined

A.D. 1875.

by arbitration according to the provisions of the Railway Companies Arbitration Act, 1859.

Article 35. The three companies will respectively, upon the request of any one or two of them, join in making application in the next or any subsequent session of Parliament for an Act of Parliament for the amalgamation of the undertakings of the Llynvi Company and the Cardiff Company, and for any other purpose calculated to promote the joint interests of the three companies respectively, and will respectively use their best endeavours and do all things requisite on their respective parts to procure the passing or granting of any such Act of Parliament as aforesaid, and the terms of such amalgamation shall be that the ordinary stock of the Cardiff Company shall rank pari passu with the ordinary stock of the Llynvi Company entitled to the same amount of dividend, and that the debentures or debenture stock of the Cardiff Company shall rank pari passu with the debentures or debenture stock of the Llynvi Company, and in the event of difference between the three companies in carrying out the arrangements, the same shall be settled by arbitration in manner provided by Article 34 of these presents.

Article 36. This agreement is subject to such alterations as Parliament may think fit to make therein, but if any material alteration is made therein by Parliament or any committee thereof, it shall be competent to either of the companies parties hereto to withdraw the same from the Bill.

As witness the common seals of the respective companies the day and year first above written.

Geo. Cottman,
Asst. Sec.

L.S. of Great Western Railway Company.

L.S. of Llynvi and Ogmore Railway Company.

L.S. of Cardiff and Ogmore Valley Railway Company.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1875.