CHAPTER cx.

An Act for empowering the Great Western Railway Company to make new roads and other works; for vesting in the Great Western Railway Company the undertaking of the Bala and Dolgelly Railway Company; for conferring further powers upon the Great Western Railway Company and other Companies in relation to their respective undertakings; for conferring powers upon the Great Western Railway Company and the Corporation of Bristol in relation to Princes Street Bridge; and for other purposes. A.D. 1877.

[23d July 1877.]

WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to make and maintain the roads and footpaths, and to alter and stop up the existing roads and footpaths, and to execute the other works and exercise the other powers by this Act respectively authorised, and to acquire for the general purposes of their undertaking and works connected therewith, and for providing increased accommodation, certain lands, houses, and buildings in this Act described or referred to:

And whereas the Company and the Midland Railway Company are jointly the owners of a station at Bristol, and it is expedient that for enabling those two Companies, or either of them, to extend and improve the accommodation at that station, they, or either of them, should be empowered to execute the works and acquire the lands in this Act described or referred to in that behalf:

And whereas the railways of the South Devon Railway Company are, under an agreement for a term of nine hundred and ninety-nine years from the first day of January one thousand eight hundred and seventy-six, worked and used by the Company, and it is expedient that those two Companies, or either of them, should be empowered to acquire for the purposes herein-after mentioned the lands, houses, and buildings in this Act described or referred to in that behalf:

A.D. 1877.

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

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:

And whereas it is expedient that the time limited for the sale by the Company and the London and North-western Railway Company of certain lands acquired by those two Companies jointly for the purposes of their joint stations at Chester and Shrewsbury should be extended, and that further powers should be conferred upon them in respect of the sale, lease, or other disposal of those lands:

And whereas it is expedient that the extended period limited by the Great Western Railway Act, 1875, for the purchase of lands required for the purposes of the undertaking authorised by the Severn Tunnel Railway Act, 1872 (which undertaking is being constructed by the Company under the authority of Parliament), should be further extended, and that the time limited by the said Act of 1872 for the completion of the railway by that Act authorised should also be extended:

And whereas under and by virtue of the Great Western and Bristol and Exeter Railway Companies Amalgamation Act, 1876, the railway authorised to be constructed by the Exe Valley Railway Act, 1874, and the railway known as and in this Act called the Silverton Branch, authorised by the Bristol and Exeter Railway Act, 1874, which respectively formed part of the undertaking of the Bristol and Exeter Railway Company, now form part of the authorised undertaking of the Company:

And whereas it is expedient that the respective periods now limited for the purchase of lands for and for the construction and completion of the said railways, as the same were respectively by the Bristol and Exeter Railway Act, 1875, authorised to be deviated, should be extended:

And whereas the railways of the Bala and Dolgelly Railway Company are under an agreement in perpetuity worked and main-

tained by the Company, and it would be to the advantage of the said two Companies and to the convenience of the public and it is expedient that those railways should be vested in the Company:

And whereas it is expedient that the agreement between the Company and the Leominster and Kington Railway Company, which is set forth in the First Schedule to this Act, should be confirmed:

And whereas there is a considerable interchange of traffic between the railway of the Company and the railway of the Severn and Wye Railway and Canal Company, and it is expedient that the two Companies should be empowered to make and carry into effect agreements with respect to the objects and purposes in this Act set forth in that behalf:

And whereas the railway authorised by the Tiverton and North Devon Railway Act, 1875, will when completed form an extension of the Devon and Somerset Railway, which railway is a branch from the Company's Bristol and Exeter line, and is worked by the Company under an agreement made between the Devon and Somerset Railway Company and the Bristol and Exeter Railway Company, and it is expedient that the Company and the Tiverton and North Devon Railway Company should be empowered to make and carry into effect agreements with respect to the objects and purposes in this Act set forth in that behalf, and that the Company should be empowered to subscribe or contribute towards the undertaking of the Tiverton and North Devon Railway Company:

And whereas the railway authorised by the Culm Valley Light Railway Act, 1873, will when completed form a branch from the Company's Bristol and Exeter line, and by that Act the Company thereby incorporated and the Bristol and Exeter Railway Company are empowered to enter into the traffic and other agreements therein set forth, and it is expedient that the Company and the Culm Valley Light Railway Company should be empowered to enter into and carry into effect agreements to the effect and for the purposes in this Act contained in that behalf:

And whereas the Company have made, for the purposes of convenient approaches to the station on their railway at Henley-on-Thames, certain roads which have been found to be of great public utility, and it is expedient that the Company should be empowered to enter into and carry into effect agreements with the Henley Local Board with respect to the maintenance, repair, and lighting of those roads as in this Act authorised:

And whereas the new roads by this Act authorised will be of public advantage, and it is expedient that provision should be made for the contribution towards the cost of and incident to the making

A.D. 1877.

of those new roads by the local authority of the respective districts within which those roads will be situate:

And whereas it is expedient that the Company should be empowered to charge the sums by this Act authorised for the carriage of articles or things requiring for the conveyance thereof one or more than one carriage or truck:

And whereas it is expedient that the Company should be empowered to occupy, use, and conduct refreshment rooms at stations on the railways owned or worked by them:

And whereas it is expedient that provision should be made for the appointment of persons to act as special constables upon and about the railways and works of the Company:

And whereas, by an Act passed in the year one thousand eight hundred and eight (48 Geo. 3. cap. xi.), intituled "An Act for com- "pleting the Improvement of the Port of Bristol," the Bristol Dock Company were authorised and required (section nineteen) to make and maintain in the city of Bristol two piers with a draw or swivel bridge therein, and lock gates between the parish of Saint Stephen and the parish of Bedminster, and inasmuch as the construction of that bridge (herein-after called "Princes Street Bridge") would, it was believed, injure or destroy an ancient ferry of the Dean and Chapter of Bristol near thereto, and called Gib Ferry, they and their successors were (section twenty-one) authorised to collect at the toll-house of the bridge the same tolls on foot passengers, and for trucks and persons wheeling the same and passing the bridge, as were then payable by foot passengers and for trucks and persons wheeling trucks and crossing at Gib Ferry (which tolls are in this Act called "the passenger tolls"); and by the same section the Bristol Dock Company and their successors were authorised to take the same tolls for horses, carts, and carriages passing over the said piers and bridge which they were by an Act passed in the year one thousand eight hundred and six (46 Geo. 3. cap. xxxv.) authorised to take for horses, carts, and carriages passing the turnpike gates erected on a road laid out under the provisions thereof:

And whereas, under the provisions of the Bristol Harbour Railway Act, 1866, and the Bristol Harbour Railway Act, 1873, the Bristol Harbour Railway and certain wharves connected therewith were constructed (which wharves are now vested in the Corporation of Bristol), and under the power in that behalf given by the first of those Acts (section nineteen) the Company and the Bristol and Exeter Railway Company purchased the passenger tolls, and those tolls are, by virtue of the Great Western and Bristol and Exeter Railway Companies Amalgamation Act, 1876, now vested in the Company:

And whereas, under the powers of the Bristol Dock Act, 1848, the docks of the said Dock Company, with all the tolls, property, rights, and powers thereto belonging, are now vested in the said Corporation:

And whereas the said bridge now forms an important communication for the great and increasing traffic between the said railway and wharves and other parts of the said city, but such bridge is insufficient for such increasing traffic, and such traffic is greatly impeded by the tolls leviable at the said bridge:

And whereas the Corporation intend or desire to substitute a bridge of better construction for the existing bridge; and it is expedient, with the view to free the said bridge from all tolls, that the Corporation be authorised to purchase the passenger tolls, which the Company have agreed to sell to the Corporation:

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, 1877."

Certain provisions of general Acts herein named incorporated.

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

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

Part II. (relating to extension of time), Part III. (relating to working agreements), and Part V. (relating to amalgamation) of the Railways Clauses Act, 1863;

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

A.D. 1877.

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.

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

The expression "superior courts," or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall, 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;

The expression "parish clerks" and "clerks of the several parishes" in sections seven, eight, and nine of the Railways Clauses Consolidation Act, 1845, shall, with reference to the Company, and as regards those parishes or extra-parochial places in which, by the standing orders of either House of Parliament, plans, sections, and other documents are required to be deposited with the clerk of the vestry of the parish, or with the clerk of the district board for the district in which the parish or extra-parochial place is included, mean, in the first case, the vestry clerks of those parishes, and in the second case, the clerks of those district boards respectively.

Power to make new roads, &c. 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 new roads and alterations of railway or tramway and roads, and they may make and execute the other works and exercise the other powers hereinafter 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 widen the following bridges; viz.,

(*a.*) Their existing bridge, called Saint Luke's Road Bridge, which carries the railway of the Company over the road in the in-parish of Bedminster, in the city and county of Bristol, called Saint Luke's Road, leading from Redcliff Crescent to John's Lane:

(*b.*) Their existing bridge which carries the said railway over the footway in the said in-parish of Bedminster, in the city and county of Bristol, leading from Whitehouse Street to the entrance to Bedminster Station:

(*c.*) Their existing bridge which carries the said railway over the footway and cattleway in the said in-parish of Bedminster, in the city and county of Bristol, leading from Whitehouse to Windmill Hill:

(2.) They may stop up and discontinue so much of the following public footpaths or highways as are herein-after described; (namely,)

So much of the public footpath or highway in the township of Esclusham-below, in the parish of Wrexham, in the county of Denbigh, leading from the road at Fynnant near Johnston Rhos to Hafod-y-bwch, as crosses their Shrewsbury and Chester Railway on the level, and is situate between the boundaries of the Company's property, such crossing being about twenty-seven chains northward of the junction between the branch railway from the Hafod-y-bwch Colliery and the said Shrewsbury and Chester Railway, and so much of the footpath or highway in the said township and parish as is situate between the boundaries of their property, which footpath or highway crosses the said Shrewsbury and Chester Railway about eighteen and a half chains northward of the said junction, and leads from the said footpath or highway last before described to Hafod-y-bwch, and so much of the footpath or highway in the parish of Ruabon, in the said county, as is situate between the boundaries of their property, which footpath or highway crosses the said Shrewsbury and Chester Railway about eight chains northward of the said junction, and leads from the Ruabon and Wrexham turnpike road at Johnston Rhos to Hafod-y-bwch Colliery:

And, in lieu of so much of the said footpaths or highways as will be stopped up, they may make a new footpath, commencing by a junction with the footpath first described, at or near the eastern side of the point where that footpath crosses the said Shrewsbury and Chester Railway, and terminating by a junction with the footpath last herein-before described, at or near the western side of the point where that footpath crosses the said railway, and such new footpath shall be carried over the said railway by a foot-bridge near to the point where the footpath secondly

A.D. 1877.

herein-before described crosses the said railway on the level, and the Company may appropriate to the purposes of their undertaking so much of the site of the said footpaths or highways as will be so stopped up, but no portion of the said existing footpaths shall be stopped up until the said new footpath is completed and opened to the public:

(3.) They may stop up and discontinue so much of a certain highway or road situate in the parish of Llantwit-juxta-Neath, in the county of Glamorgan, and leading from Neath to Resolven, which crosses their Vale of Neath Railway on the level at or near Tydee, as extends from a point about one and a half chains northward of the northern gate at the crossing of their said railway by the said highway or road to a point about one chain southward of the said gate, and in lieu thereof they may make and maintain a new road wholly in the said parish of Llantwit-juxta-Neath, commencing at the aforesaid point about one and a half chains northward of the said gate, and terminating by a junction with the existing road, where that road crosses a culvert, about sixteen chains south-eastward of the said level crossing:

(4.) They may stop up and discontinue so much of the public footpath in the parish of Rotherfield Grays, in the county of Oxford, which leads from the turnpike road from Shiplake to Henley-on-Thames to the road from Marsh Mills to Henley-on-Thames, and which crosses their railway on the level about nine and a half chains southward of the southern end of the goods shed on their railway at Henley-on-Thames, as extends from such turnpike road to the eastern boundary of their property; and they may also stop up and discontinue the public footpath in the said parish and county leading from the first-mentioned road to the approach road in front of the north-western end of their station at Henley:

Provided always, that on and after the date on which the said footpaths or either of them shall be stopped up and discontinued, the Company shall dedicate to the public so much of the road as is coloured red on a plan signed in duplicate by James Grierson on behalf of the Company, and John Cooper on behalf of the Local Board of Henley-on-Thames, and as belongs to the Company; and the Company shall also throw into such road the portion of land coloured green on the said plan, and dedicate the same to the public, and on and from the dedication to the public

of the said road the said local board shall, at their own costs, charges, and expenses, light, repair, and maintain the same; provided further, that the Company shall kerb and channel so much of the said road to be dedicated to the public as aforesaid as is coloured dark red on the said plan, and put the said road in a reasonable state of repair prior to the stopping up and discontinuance of the said footpaths:

(5.) They may stop up and discontinue so much as lies between the boundaries of their property of the public footpaths herein-after described (namely), the two public footpaths in the township of the Hill, in the parish of Halesowen, in the county of Worcester, which lead out of the public carriage-road from the Shenstone Hotel, Halesowen, to Haden Hill, to the Halesowen and Selly Oak branch of the canal, one of which footpaths crosses their Netherton and Halesowen Railway about fifteen chains, and the other crosses the said railway about twenty-one chains northward of the termination thereof, and also the public footpath in the parish of Rowley Regis, in the county of Stafford, which leads from the said public carriage-road to Gosty Hill, and crosses the said Netherton and Halesowen Railway near the northern end of the Haden Hill tunnel.

Power to deviate in construction of new roads.

5. The Company may, in constructing the new roads and executing the other works lastly 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.

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

6. The site and soil of the portions of roads, footpaths, and highways 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, and the Company may appropriate the same to the purposes of their undertaking.

Provision as to repair of new roads.

7. The new roads and footpaths 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 respec-

A.D. 1877.

tively, 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 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 or footpath, 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 or footpath shall be conclusive evidence of the fact so certified.

Power to Company to acquire additional lands for general purposes.

8. 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 for the general purposes of their undertaking and works connected therewith, and for providing increased accommodation, 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 parish of Paddington, in the county of Middlesex, on the northern side of the private road of the Company, leading from the Harrow Road to the goods station of the Company, and bounded on the north-western side by the Harrow Road, and on the north-eastern side by the extension to the Paddington Basin of the Grand Junction and Regent's Canals:

Provided always, that nothing in this Act contained shall authorise the Company, without the previous consent in writing of the Company of Proprietors of the Grand Junction Canal, under their corporate seal, to enter upon, take, use, or appropriate or to acquire from the said Company of Proprietors their interest in any of the lands coloured red on a plan of the lands above described, signed in duplicate by William George Owen, engineer of the Company, and Hubert Thomas, engineer of the said Company of Proprietors, or prejudice, abridge, take away, or alter any of the rights, privileges, authorities, powers, estate, or interest vested in the said Company of Proprietors as lessees of the said lands coloured red as aforesaid, under the Lord Bishop of London and the Trustees of the Paddington Estate, or any of the provisions for the benefit or protection of the said Company of Proprietors contained in any of the Acts relating to them or to the said lands coloured red as aforesaid;

A.D. 1877.

Certain lands, houses, and buildings on the northern side of the Company's railway, and partly adjoining thereto, in the parish of Acton, in the county of Middlesex, and lying between the railway of the Company on the one side and the towing-path of the Paddington branch of the Grand Junction Canal and the North and South Western Junction Railway on the other side;

Certain lands, houses, and buildings on the northern side of the Company's railway, and adjoining thereto, in the parish of Acton, in the county of Middlesex, and lying near to the Acton station of the Company;

Certain lands, houses, and buildings on each side of the Company's Radstock Branch Railway, and adjoining thereto, in the parish of Mells, in the county of Somerset, and near to the Mells Station;

Certain lands, houses, and buildings on the northern side of the Company's railway, and adjoining thereto, in the parish of Lyncombe and Widcombe, in the county of Somerset, near to the Cemetery, and in Oak Street, Bath;

Certain lands, houses, and buildings lying between and adjoining the main line of railway of the Company and the Bristol and South Wales Union Railway of the Company, in the out-parish of Saint Philip and Jacob, in the city and county of Bristol;

Certain lands, houses, and buildings on each side of the main line of railway of the Company, and adjoining thereto, in the out-parish of Saint Philip and Jacob, in the city and county of Bristol, and in the parish of Saint George, in the county of Gloucester, and in the parish of Brislington, in the county of Somerset, and lying between the canal feeder and the first tunnel on the said railway to the eastward thereof:

Provided always, that nothing in this Act contained shall authorise the Company to enter upon, take, or use the Arm Lock, in the said parish of Saint George, or any part thereof, or the site thereof (which lock forms a communication between the Feeder Canal and the River Avon below Netham Dam), or unnecessarily obstruct the entrance to such lock;

Certain lands, houses, and buildings on the southern side of the Company's Bristol and Exeter Railway, and adjoining thereto, in the in-parish of Bedminster, in the city and county of Bristol, and between Richmond Terrace and Pyle Hill;

Certain lands, houses, and buildings on each side of the Company's Stourbridge Extension Railway, and adjoining thereto, in the parish of Rowley Regis, in the county of Stafford, and near to the Old Hill Station on that railway;

Certain lands, houses, and buildings on each side of the Company's

A.D. 1877.

Netherton and Halesowen Railway now in course of construction, and adjoining thereto, in the parish of Rowley Regis, in the county of Stafford, and in the township of Hill, in the parish of Halesowen, in the county of Worcester, and lying between Combs Gate and Haden Hill;

Certain lands, houses, and buildings on the eastern side of the Company's Kingswinford Branch Railway, and adjoining thereto, and on the northern side of the road which crosses the said branch railway and the canal near Bromley Hall, and which lands are situate in the parish of Kingswinford, in the county of Stafford;

Certain lands, houses, and buildings on each side of the Company's railway, and adjoining thereto, in the parish of Christ Church, in the county of Monmouth, and adjoining the Liswerry level crossing;

Certain lands, houses, and buildings on the western side of the Pontypool, Caerleon, and Newport Railway, and adjoining thereto, in the parish of Llantarnam, in the county of Monmouth, and partly adjoining the public carriage-road from Llantarnam to Pont-Newydd;

Certain lands, houses, and buildings on each side of the Company's railway, and adjoining thereto, in the parish of Roath, in the county of Glamorgan, and near to the mile-post on that railway indicating one hundred and sixty-nine miles from London;

Certain lands, houses, and buildings in the parish of Swansea, in the county of Glamorgan, fronting the High Street, Swansea, and lying between Pottery Street and the Company's High Street Station;

Certain lands, houses, and buildings in the parish of Llangefelach, in the county of Glamorgan, on the eastern side of and adjoining the Railway No. 1 authorised by the Great Western Railway (Swansea Canal) Act, 1872, and on the northern side of the Landore Siemens Steel Company's works, and certain other lands, houses, and buildings in the said parish and county, adjoining the said authorised railway and on the eastern side thereof, and on the southern side of the said Landore Siemens Steel Company's works;

Certain lands, houses, and buildings on the western side of the Ffrwd Branch of the Company's railway, and adjoining thereto, in the parishes of Wrexham and Gresford, and in the townships of Brymbo and Gwersyllt, in the county of Denbigh, and lying between the said branch railway and the lands of the Cae-Pen-Ty Colliery Company, Limited.

A.D. 1877.

For the protection of the Acton Wells Estate.

9. Whereas certain lands which lately formed part of an estate called or known as the Acton Wells Estate, lying to the northward of the Great Western Railway, in the parish of Acton, in the county of Middlesex, and in respect of which certain rights were reserved to the late owners thereof, herein-after called the owners, under and by virtue of a certain indenture of conveyance, bearing date the sixth day of December one thousand eight hundred and seventy-six, to a duplicate of which a plan herein-after referred to was annexed, and made between William Thomas King Church of the first part, Richard John King Church and Edmund Lewis Hooper of the second part, The People's Garden Company, Limited, and William Dangerfield of the third part, and Arthur Pratt Barlow and Alexander Henderson of the fourth part, may, under the powers of this Act, be taken by the Company for the purposes of their undertaking, and it is expedient that the special provisions in this section contained be made with respect to such lands for the purpose of providing for and securing to the owners thereof proper communication between the part referred to and comprised in the said indenture and other portions of the said estate retained by the owners thereof: Therefore,

(*a.*) The Company shall, before the thirtieth day of November one thousand eight hundred and seventy-eight, make and keep in good and effective repair, until taken to by the local authorities, a road from the point D, shown on the said plan, to the point F shown thereon, in the line shown on such plan, or in such other reasonably direct line as the Company think fit, and fence so much of such road as runs through the portion of the said estate retained by the owners thereof, such road to be not less than forty feet in width, including a footpath eight feet on each side, and to be made in such manner and of such materials as specified in the schedule attached to the said indenture, and subject to the reasonable approval of a surveyor appointed by the owners, and there shall be a perpetual and irrevocable right of way for all persons over the said road:

(*b.*) If the Company shall refuse or neglect to make and keep in repair such road, footpaths, and fences in accordance with the provisions herein-before contained, the owners may make the same and keep them in repair, and the Company shall on demand repay to them the reasonable costs of making the same and keeping them in repair:

(*c.*) Until the said road and fences shall be so made, the owners, their heirs and assigns, tenants, servants, and agents, shall have a right of way at all times for all purposes along the site of the said intended road, or some other equally

A.D. 1877.

convenient and reasonable course between the said points D and F, so that they may respectively have full and convenient access from the adjoining land of the owners on the north-west side of the North and South Western Junction Railway across the bridge over the said railway at the said point D, and between such point and the said point F.

Company not to interfere with railway or siding of Westbury Iron Company until they have provided a new railway or siding.

10. The Company shall not take or interfere with the railway or siding on the lands numbered on the deposited plans 13 in the parish of Mells, which railway or siding is now occupied and used by the Westbury Iron Company, unless and until the Company shall have constructed in lieu of such railway or siding a good and sufficient railway or siding to the reasonable satisfaction of the Westbury Iron Company, and shall have granted to that company all such and the like rights to use the railway or siding so to be constructed as they now have over the present railway or siding; and the Westbury Company shall have and be entitled to the same interest and property in the railway or siding so to be constructed as they now have in the existing railway or siding.

Restrictions as to discharging water from weighing dock into sewers.

11. And whereas part of the additional lands which the Company are by this Act authorised to acquire in the parish of Paddington consists of a weighing dock branching out of the Regent's Canal: And whereas the water in such dock is at times wholly or partially drawn off therefrom and conveyed through a valve into sewers of the vestry of Paddington and of the Metropolitan Board of Works: And whereas it is reasonable and expedient, with the view of avoiding danger to the workmen employed in the sewers, that no such emptying of water should take place without previous notice having been given to the said vestry and to the Metropolitan Board of Works: Therefore, if the Company acquire the said dock, it shall not be lawful for them to discharge any water from the said dock through the said valve into any sewer, save and except upon the Company giving not less than twenty-four hours previous notice thereof in writing to the said respective vestry and Metropolitan Board of Works, by delivering such notice in the case of the vestry at the office of the vestry clerk, and in the case of the Metropolitan Board of Works with the clerk of the said Board at their offices in Spring Gardens.

For the protection of roads belonging to the Rowley Regis Local Board.

12. The Company shall not take or injuriously interfere with the following roads situate within the district of the Rowley Regis Local Board of Health, or any part or parts thereof respectively; that is to say,

The road numbered 1, in the parish of Rowley Regis, upon the

deposited plans of the lands in the parish of Rowley Regis, near to the Old Hill Station;

The road numbered 28, in the parish of Rowley Regis, on the deposited plans of the lands in the parishes of Rowley Regis and Halesowen, lying between Combs Gate and Haden Hill;

and the Company shall not stop up the footpath on the road numbered 21, in the parish of Rowley Regis, on the last-mentioned deposited plans.

Owners may be required to sell parts only of certain lands and buildings.

13. And whereas, in the exercise of the powers of this Act, portions only of the lands, buildings, or manufactories shown on the deposited plans may be sufficient for the purposes of the same, and such portions may be severed from the remainder of the said properties without material detriment thereto:

Therefore, notwithstanding section ninety-two of the Lands Clauses Consolidation Act, 1845, the owners of and persons interested in the lands, buildings, or manufactories described in the Second Schedule to this Act, and whereof parts only are required for the purposes of the Company, may, if such portions can, in the judgment of the jury, arbitrator, or other authority assessing or determining the compensation under that Act, be severed from the remainder of the said properties without material detriment thereto, be required to sell and convey to the Company the portions only of the premises so required, without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portions required by them, and making compensation for any damage sustained by the owners thereof, or other parties interested therein, by severance or otherwise.

Power to Company and Midland Railway Company to execute works.

14. Subject to the provisions of this Act, the Company and the Midland Railway Company jointly, or either of them, may make and maintain, in the lines and according to the levels shown on the deposited plans and sections relating thereto, the works and may 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, and also the other lands, houses, and buildings so delineated and described herein-after mentioned or referred to; (that is to say,)

(1.) They may widen and improve the existing bridge in the joint station at Bristol of the Company and the Midland Railway Company over the river Avon and the Cattle Market Road, which widening and improvement will be situate in the parish of Temple, in the city and county of Bristol:

A.D. 1877.

(2.) They may widen the existing bridge of the said two Companies which carries the railway over Avon Street, St. Philips, in the out-parish of St. Philip and Jacob, in the city and county of Bristol:

(3.) They may widen the existing bridge of the said two Companies which carries the railway over Kilbon Street, in the said parish and county:

(4.) They may widen the existing bridge of the said two Companies which carries the railway over Barton Road, in the said parish and county:

(5.) They may widen the existing bridge of the said two Companies which carries the railway over Victoria Place and Alley, in the said parish and county:

(6.) They may widen the existing bridge of the said two Companies which carries the railway over Freestone Road and Cox's Place, in the said parish and county:

(7.) They may widen the existing bridge of the said two Companies which carries the railway over Marsh Lane, in the said parish and county:

(8.) They may acquire certain lands, houses, and buildings in the out-parish of St. Philip and Jacob, in the city and county of Bristol, lying on each side of and adjoining the said joint station, and between the bridge over the floating harbour and the bridge over Marsh Lane.

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

For the protection of the Corporation of Bristol.

15. In constructing the works by this Act authorised in the city of Bristol, and for the protection of the mayor, aldermen, and burgesses thereof (in this section called the Corporation), the following provisions shall, unless otherwise agreed between the Company or Companies executing such respective works and the Corporation, have effect; that is to say,

(1.) Any addition the said Company or Companies shall make to the existing bridge over the River Avon, near Feeder Farm, shall throughout be not less in span nor in height above high-water mark of the said river than the existing bridge:

(2.) The intended additions to the bridge to be made over the said river, near to the Cattle Market, shall throughout be not less in span nor in height above high-water mark than the existing bridge at that spot:

A.D. 1877.

(3.) The present bridge over the Cattle Market Road shall be widened by a flat girder bridge of a span not less throughout than the span of the existing bridge, and shall be so constructed that no part of the underside of the widened part of the bridge shall be more than twelve inches below the level of the top of the rails laid thereon:

(4.) The additional length to be given to the new archway of the bridge which carries the said railway across Saint Luke's Road shall not exceed forty feet from the outer surface of the south wall of such arch, and the headway of the archway so widened shall be throughout not less than the headway of the present archway:

(5.) The gradient of the said road shall not be altered. The width of the roadway throughout the said addition to the said archway shall be not less in any part than thirty feet between the walls or abutments thereof:

(6.) In widening the arches carrying the railway across Avon Street, Kilbon Street, and Barton Road the headway shall be not less than the present headway of those arches respectively:

(7.) The arch carrying the railway over the road called Cox's Buildings shall be replaced by a flat girder bridge so as to give as great a headway over the said road as is practicable, and in any event not less than ten feet:

(8.) The archway of the bridge over Marsh Lane shall be widened as shown on a plan signed by Frederick Ashmead, surveyor, on behalf of the Corporation, and William George Owen on behalf of the Company:

(9.) Openings three feet wide and ten feet long for the admission of light and air shall be made in the girder bridge over Cox's Buildings, and in the crowns of the arches over Avon Street, Kilbon Street, Barton Road, and Marsh Lane, and the intervals between such openings shall not exceed twenty feet:

(10.) One such opening shall be made in the said new archway so lengthened as aforesaid of the bridge carrying the railway over Saint Luke's Road, and if the old archway of that bridge be lengthened, so many of such openings shall be made therein as shall be agreed on between the Corporation and the Company, or in default of agreement as shall be determined by arbitration as herein-after mentioned:

(11.) Each of such openings may be covered over by an iron grating or other sufficient protection:

A.D. 1877

(12.) If any difference arise between the Corporation and the said Company or Companies, as the case may be, with respect to anything to be done or not to be done under this section, such difference shall be determined by an arbitrator to be agreed on between the Corporation and the said Company or Companies, or in default of agreement to be appointed, upon the application of either of them, by the President for the time being of the Institution of Civil Engineers, and the cost of the arbitration shall be in the discretion of the arbitrator.

Pipes of Bristol Waterworks Company not to be removed or injured.

16. If in the execution of the works and powers by this Act authorised, or any or either of them, the Company or the Companies executing such works shall have occasion to alter the level, direction, or situation of any tramway, street, road, or bridge, so as to render necessary or desirable the removal or alteration of the position or level of any mains or pipes of the Bristol Waterworks Company, the said Company or Companies shall give fourteen days notice to the said Waterworks Company, and the said Waterworks Company shall forthwith make such removal or alteration as may be rendered necessary or desirable as aforesaid, and do all works incident thereto, and all expenses to be thereby incurred shall be defrayed by the said Company or Companies: Provided always, that this clause shall not in any way diminish or prejudice the rights and privileges of the said Waterworks Company.

For the protection of the Bristol Waterworks Company.

17. Nothing in this Act contained shall interfere with the exercise by the said Waterworks Company of the powers and privileges conferred upon them by any Act or Acts of Parliament relating to them of laying down and maintaining, and as occasion may require of repairing or altering, any pipes in and under any of the public streets or thoroughfares upon which any works may under the authority of this Act be executed: Provided always, that the said Waterworks Company shall, with all reasonable despatch, and to the reasonable satisfaction of the Company, and in the manner directed by the Company, enter upon and make such repairs and alterations; and the said Waterworks Company shall, in the execution thereof, in no case interfere with or in anywise impede the working and use of any railway of the Company or any works relating thereto.

For the protection of the Midland Railway Company.

18. The exercise by the Company, either for themselves or for the Bristol Joint Station Committee, of the powers of this Act with respect to the acquisition of lands of the Midland Railway Company, shall be subject to the following provisions:

(*a.*) The Company shall not purchase and take any part of such lands, but may purchase and take, and the Midland Rail-

way Company shall grant, an easement or right of erecting columns or supports thereon, and of constructing two lines of railway thereover, supported by such piers or columns, such lines of railway not to extend to a greater distance than twenty-seven feet from the parapet wall of the existing railway:

(*b.*) The columns or supports shall be so designed and arranged as to interfere as little as reasonably may be with the use by the Midland Railway Company of the surface of the said lands:

(*c.*) The Company shall not exercise the powers of this Act with respect to the said lands of the Midland Railway Company until they shall have delivered to that Company plans and drawings of the works intended to be constructed thereon, nor until they shall have obtained the approval in writing of the principal engineer for the time being of the Midland Railway Company of such plans and drawings, or in the event of his failure for one calendar month after the delivery of the plans and drawings to approve the same, until the same shall have been approved by an engineer to be appointed on the application of the Company (after ten days notice to the Midland Railway Company) by the Board of Trade, and all the intended works shall be executed by the Company or the Bristol Joint Station Committee in all things according to the plans and drawings so approved, and to the reasonable satisfaction of the said engineer for the time being of the Midland Railway Company:

(*d.*) Save as hereby expressly enacted, nothing in this Act contained shall take away, affect, or interfere with any of the rights, powers, or privileges of the Midland Railway Company in respect of the lands belonging to them under or by virtue of the Lands Clauses Consolidation Act, 1845, or the Railways Clauses Consolidation Act, 1845, or any statutory modification or amendment of those Acts, or either of them, or otherwise howsoever.

Power to Company and South Devon Company to acquire additional lands.

19. Subject to the provisions of this Act, the Company and the South Devon Railway Company jointly, or either of them, may from time to time enter upon, take, use, and appropriate to purposes connected with the South Devon Railway, and with the extension of the Sutton Harbour Branch of that railway, 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 parish of West Teign-

A.D. 1877.

mouth, in the county of Devon, on the northern side of and adjoining the South Devon Railway, between Parson Street and Fore Street:

Certain lands, houses, and buildings in the parish of Charles, otherwise Charles the Martyr, Plymouth, in the county of Devon, on the southern side of and adjoining the railway No. 2 authorised by the South Devon Railway Act, 1872, and near to the junction of John Street with Shepheard's Lane:

Certain lands, houses, and buildings in the parish of Charles, otherwise Charles the Martyr, Plymouth, in the county of Devon, lying on the south side of and adjoining the last-mentioned authorised railway No. 2, and abutting on Sutton Road.

The Company and the South Devon Railway Company may make and carry into effect agreements with respect to the acquisition, use, and appropriation of the said lands, houses, and buildings, or any of them.

Extinguishment of rights of way.

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

Period for compulsory purchase of lands.

21. The powers of this Act for the compulsory purchase of lands shall not be exercised after the expiration of three years from the passing of this Act.

For protection of Post Office Telegraphs.

22. If, in the execution of the works by this Act authorised, the Company desire to alter, remove, or otherwise interfere with any telegraph poles, wires, or telegraph apparatus belonging to Her Majesty's Postmaster General, and not situate upon the Company's railway or works connected therewith, the following provisions for the protection of Post Office telegraphs shall apply; (that is to say,)

(Notice to be given before interfering with telegraphs.)

Before the Company alter, remove, or interfere with any such telegraph poles, wires, or telegraph apparatus, the Company shall give to the Postmaster General one calendar month's previous notice in writing of such intended alteration, removal, or other interference, specifying all requisite and proper particulars relating thereto; and if the Postmaster General shall, before the expiration of one calendar month after the service upon him of the said notice from the Company, give the Company notice of his intention so to do, he may execute at the cost of the Company, and thereafter at his own expense maintain, the works specified in the Company's notice, and

such other works, substituted wires, and conveniences as may be reasonably required for making good the telegraph poles, wires, or telegraph apparatus so required to be altered, removed, or interfered with, using all due despatch in the execution thereof, and not interfering with or obstructing the use of the railway. If at the expiration of one calendar month the Postmaster General shall not have commenced such works, then such alteration, removal, or interference may be carried out by the Company, but so as to cause no impediment or obstruction whatsoever to the due transmission of messages along such wires, or, if necessary, along substituted wires to be provided by the Company at their own expense, to the satisfaction in all respects of the Postmaster General:

(Compensation by Company to Postmaster General, and penalty.)

Subject to the provisions of this section, the Company shall from time to time make full compensation to Her Majesty's Postmaster General for any expense, loss, or damage which he is put to or sustains by reason of any such alteration, removal, or other interference with any telegraph post, wire, apparatus, or work of the Postmaster General causing any interruption of or impediment to postal telegraphic communication; and the Company shall, in addition to making compensation as aforesaid, be liable to forfeit a sum not exceeding twenty pounds for every twenty-four hours during which that interruption or impediment continues. The amount of any such expense, loss, damage, or forfeiture shall be a debt due from the Company to the Crown, and be recoverable accordingly, with costs, or the same may be recovered, with costs, on behalf of the Postmaster General, as a penalty is recoverable from the Company:

(Saving for Telegraph Act and agreements.)

Nothing in this Act relating to Her Majesty's Postmaster General shall take away, abridge, or prejudicially affect any right, power, estate, or interest of the Postmaster General or of the Company under or by virtue of the Telegraph Act, 1868, or any agreement between the Company and the Postmaster General.

Power to grant easements by agreement.

23. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands, may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company, or to the Company and the Midland Railway Company jointly, or to the Company and the South Devon Railway Company jointly, as the case may be, any easement, right, or privilege, not being an easement of water, required for the purposes of this Act, in, over, or affecting any such lands, and the provisions of the said

A.D. 1877.

Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Notice to be given of taking houses of labouring classes.

24. The Company, or the Company and the Midland Railway Company jointly, or either of them exercising the power, as the case may be, 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 such Company or Companies shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that such Company or Companies have so made known their intention.

Accommodation to be procured for persons of the labouring classes to be displaced.

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, or the Company and the Midland Railway Company jointly, or either of them exercising the power, as the case may be, are by this Act authorised to acquire, such Company or Companies shall (unless they and such person otherwise agree) 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 such Company or Companies may, for the purpose of providing such accommodation, appropriate any lands for the time being belonging to them respectively or which they respectively 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 respectively 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.

Extending time for sale of certain superfluous lands.

26. The Company may, notwithstanding anything to the contrary in the Lands Clauses Consolidation Act, 1845, or in any Act relating to the Company with which that Act is incorporated, retain and hold any lands belonging to them in the parishes enumerated in the Third Schedule to this Act, and which have not yet been applied to the purposes of the Company, for the periods following; that is to say, as regards such of the lands as are situate adjoining or near to any railway or station of the Company, or as the Company may be of opinion that they may require for purposes

of stations, sidings, or other conveniences, for the period of ten years from the passing of this Act, and as regards the other of the said lands for the period of two years from the passing of this Act; but the Company shall, at or before 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.

Certain lands may be sold for rentcharge and let on building leases.

27. The Company may sell such of the lands belonging to them as may not have been applied to the purposes of the Company, and as are situate within the towns of Bristol, Cardiff, and Hereford, and as are situate at Didcot, between the Company's main line of railway and their Oxford branch, and the eastern curve connecting the said main line with the said branch, or any part of such lands, in consideration of a rentcharge as well as or instead of a sum in gross, and they may grant demises or leases of any such lands as are or may hereafter be adapted for building or for trade purposes, or any part of such lands, or any warehouses now standing or hereafter to be erected thereon, for such term or terms of years not exceeding ninety-nine, at such rent or rents, and subject to such covenants, conditions, agreements, and stipulations, as the Company shall deem expedient with reference to the special circumstances of each demise or lease: Provided that whenever, by sale to various parties or otherwise of the reversion, the reversion upon any such lease shall be severed, the rent may be apportioned by agreement between such parties, and if such apportionment be not so settled, the same shall be settled by an arbitrator appointed by the Board of Trade, and after such apportionment the owner of each part of the reversion shall, in respect of the apportioned rent allotted or belonging to him, have the benefit of all conditions or powers of re-entry for non-payment of the original rent, in like manner as if such conditions or powers had been reserved to him as incident to his part of the reversion in respect of the apportioned rent allotted or belonging to him: Provided also, that any such agreement shall be binding only upon the parties thereto, and no such apportionment shall (unless with express consent in writing) alter, prejudice, or affect the rights or interests of any lessee of the lands in respect of which such apportionment is made, his executors, administrators, or assigns: Provided further, that the Company shall sell or absolutely dispose of the reversions of all such leases within the period of ten years from the granting thereof respectively.

Provision with respect to superfluous lands

28. And whereas the Company and the London and North-western Railway Company have from time to time purchased or acquired lands, with or without buildings thereon, adjoining or near

A.D. 1877.

of the Company and the London and North-western Railway Company.

to their joint stations at Shrewsbury and Chester, but which are not immediately required for the purposes thereof, and it is expedient that the two Companies 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 or to the London and North-western Railway 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 and by the London and North-western Railway Company, or either of them, any part of which adjoins either of the said joint stations or may be required for the purposes thereof or connected therewith, or is situate within one mile of either station, and the two Companies 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 aforesaid.

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

29. The powers granted by the Severn Tunnel Railway Act, 1872, and the Great Western Railway Act, 1875, for the compulsory purchase of lands for the purposes of the railway authorised by the said Act of 1872, 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-nine.

Extension of time for completion of Severn Tunnel Railway.

30. The period limited by the Severn Tunnel Railway Act, 1872, for the construction and completion of the railway authorised by that Act, is hereby extended to the twenty-seventh day of June one thousand eight hundred and eighty; and section thirty of that Act shall be read and construed as if the period by this Act limited for the construction and completion 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 that extended period the powers by this Act granted for making and completing the said railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Extension of time for purchase of certain lands for Exe Valley Railways.

31. The powers granted by the Exe Valley Railway Act, 1874, for the compulsory purchase of lands for the purposes of the railways by that Act authorised (except so far as the same relate to the portions of those railways which have been authorised to be abandoned) are hereby continued, and may be exercised by the Company until but not after the thirtieth day of June one thousand eight hundred and seventy-nine.

Extension of time for completion of Exe Valley Railway.

32. The period limited by the Exe Valley Railway Act, 1874, for the construction and completion of the railway by that Act authorised (except as aforesaid) is hereby extended to the thirtieth day of June one thousand eight hundred and eighty-one.

But if the said railway shall not be completed within the extended period by this Act limited, then on the expiration of that 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.

Extension of time for purchase of lands for Silverton Branch Railway.

33. The powers granted by the Bristol and Exeter Railway Act, 1874, for the compulsory purchase of lands for the purposes of the Silverton Branch Railway authorised by that Act (except so far as the same relate to the portion of that railway which has been authorised to be abandoned) are hereby continued, and may be exercised by the Company until but not after the thirtieth day of June one thousand eight hundred and seventy-nine.

Extension of time for completion of Silverton Branch.

34. The period limited by the Bristol and Exeter Railway Act, 1874, for the construction and completion of the Silverton Branch Railway is hereby extended to the thirtieth day of June one thousand eight hundred and eighty-one, and section ten of that Act shall be read and construed as if the 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 period limited by this Act, then on the expiration of that period the powers by this Act granted for making and completing the said railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Extension of time for purchase of lands for deviation railways authorised by 38 & 39 Vict. c. cxxvii.

35. The powers granted by the Bristol and Exeter Railway Act, 1875, for the compulsory purchase of lands for the purposes of the deviation railways authorised by that Act are hereby continued, and may be exercised by the Company until but not after the nineteenth day of July one thousand eight hundred and seventy-nine.

Extension of time for completion of deviation railways.

36. The period limited by the Bristol and Exeter Railway Act, 1875, for the construction and completion of the deviation railways authorised by that Act is hereby extended to the nineteenth day of July one thousand eight hundred and eighty-one.

But if the said deviation railways shall not be completed within the extended period limited by this Act, then on the expiration of that extended period the powers by this Act granted for making and completing the same, or otherwise in relation thereto, shall

A.D. 1877.

cease to be exercised, except as to so much thereof as shall then be completed.

mposing enalty unless Exe Valley Railway and deviation railways opened.

37. If the Company fail, within the period limited by this Act, to complete the Exe Valley Railway, so far as not abandoned, and the said deviation 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 said railways are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the amount of the estimated cost of those railways.

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the said railways, 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 Chancery Division of the High Court of Justice, 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 said railways by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in compensation to parties injured by non-completion of Exe Valley Railway and deviation railways.

38. 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 Exe Valley Railway, so far as not abandoned, and of the said deviation railways, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company of taking property for the purposes of those railways, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the said Chancery Division 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 said Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the said Chancery Division, 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.

Terms of amalgamation of Company and Bala and Dolgelly Railway Company.

39. The amalgamation of the undertaking of the Bala and Dolgelly Railway Company (herein-after called the Dolgelly Company) in the Company shall be effected by the issue by the Company to every holder of ordinary shares in the Dolgelly Company, in lieu of or in exchange for the shares in that Company so held by him, of the following stock of the Company, viz., for every one hundred pounds of shares in the Dolgelly Company eighty pounds consolidated preference stock of the Company, bearing interest at the rate of five pounds per centum per annum, and a proportionate amount of such stock for any amount less than one hundred pounds.

Power to Company to create stock for that amalgamation.

40. For the purpose of the amalgamation in the Company, under the provisions of this Act, of the undertaking of the Dolgelly Company, the Company may from time to time, in addition to any other consolidated preference stock which they are by this or any other Act authorised to create and issue, create and issue new consolidated preference stock to such an amount as may be necessary for carrying the amalgamation into effect for defraying the liabilities of the Dolgelly Company, and for completing any portion of the undertaking so amalgamated which may not at the time of the amalgamation be completed.

The new consolidated preference stock so created and issued shall form part of the capital of the Company, and shall rank for dividend pari passu with the existing consolidated preference stock of the Company.

Provided always, that the amount of capital raised under this section for carrying the amalgamation into effect shall not exceed the amount of the capital of the Dolgelly Company.

A.D. 1877.

Undertaking of Dolgelly Company amalgamated.

41. Such amalgamation shall take effect on and from the first day of August one thousand eight hundred and seventy-seven, on or before which day every holder of shares in the Dolgelly Company shall pay to the Company the sum of fifteen shillings in respect of every one hundred pounds of such shares so held by him, and for any amount of such shares less than one hundred pounds a sum proportionate in amount to the said sum of fifteen shillings shall be paid to the Company by the holder thereof on or before such amalgamation, and upon the said sum of fifteen shillings per centum or proportionate amount, as the case may be, being paid to the Company, the Company shall register in their books the names of the holders of shares in the Dolgelly Company as the holders of the amount of the one hundred and thirty-six thousand pounds stock of the Company, or such other sum to which they may be entitled as herein-before provided, and thereupon the undertaking of the Dolgelly Company, and the several railways and branches, stations, sidings, approaches, buildings, fixed plant, warehouses, and all other works, whether complete or incomplete, and all the lands and other the property, estate, moneys, stocks, books, papers, documents, and assets of that Company, shall be and become (subject to the liabilities, debts, contracts, and obligations respectively affecting the same) absolutely the property of the Company as part of their undertaking.

The Dolgelly Company shall thereupon be dissolved, except for the purpose of winding up their affairs.

Provided always, that on the amalgamation of the undertaking of the Dolgelly Company all the unexercised powers of that Company of raising capital by the creation and issue of shares shall be and the same are hereby extinguished.

As to fractional parts of a pound of stock.

42. Notwithstanding anything in this Act contained, no person or corporation shall become entitled under this Act to any fractional part of a pound of stock of any denomination, including debenture stock, in the capital of the Company, but in every case in which any such person or corporation would, but for this enactment, have become entitled to a fractional part of a pound of any such stock, the Company may, at their option, receive from such person or corporation such a further sum in cash as will make up an even pound, or pay to such person or corporation in cash the amount of such fractional part.

Power to Company to exercise powers of Dolgelly Company.

43. Immediately on the amalgamation of the undertaking of the Dolgelly Company in the Company under the provisions of this Act, the Company may and shall exercise and fulfil in their own name and under their own seal, and in the names and under the hands of their directors, officers, or servants, all the rights, powers,

liabilities, and obligations of the Dolgelly Company, whether with reference to the acquisition of lands, the construction of works, the borrowing of money, the levying of tolls, rates, and charges, or otherwise, in like manner as those rights, powers, liabilities, and obligations are authorised and required to be exercised and fulfilled by that Company.

Power to Company to issue debenture stock in respect of undertaking of Dolgelly Company.

44. Upon such amalgamation the Company may create and issue from time to time debenture stock of the Company in lieu of, or in exchange for, or instead of the renewal of and to the amount of the debenture stock, mortgages, or bonds authorised to be created or issued by the Dolgelly Company, or they may exercise in their own name, and on the security of their own undertaking, the borrowing powers of that Company, so far as the same have not been exercised by that Company prior to the vesting.

The debenture stock so created shall rank pari passu with all other debenture stock of the Company.

Certificates of stock of Company to be issued for shares of Dolgelly Company.

45. A certificate of the stock in the capital of the Company issued in substitution for any share in the Dolgelly Company shall be issued to the respective holders of such existing shares free of 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 Dolgelly Company has been delivered up to be cancelled, or satisfactory evidence of its loss or destruction has been given to the Company.

Substituted stock of the Company to be upon the same trusts, &c. as shares of Dolgelly Company.

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

Confirmation of agreement with Leominster and Kington Railway Company.

47. The agreement dated the first day of January one thousand eight hundred and seventy-six, and made between the Company on the one hand and the Leominster and Kington Railway Company on the other hand, which is set forth in the First Schedule to this Act, is hereby confirmed and made binding on the parties thereto, and full effect may and shall be given thereto.

Arrangements with the Severn and Wye Railway and Canal Company.

48. The Company and the Severn and Wye Railway and Canal Company (herein-after called the Severn and Wye Company) may enter into and carry into effect contracts and arrangements with reference to the use by the Severn and Wye Company of the station of the Company at Lydney and of the station at Lydbrook, and (sub-

A.D. 1877.

ject to the provisions of Part III. of the Railways Clauses Act, 1863, as amended or varied by the Regulation of Railways Act, 1873) with reference to the working, maintenance, and use by the Company of the railway and works of the Severn and Wye Company, and with respect to the regulation, management, and transmission of traffic on or beyond the railway of the Severn and Wye Company and the railway of the Company respectively, and with reference to the collection, payment, division, apportionment, appropriation, and distribution of the tolls, rates, and charges arising in respect of any such traffic.

Subscription to undertaking of Tiverton and North Devon Railway Company.

49. The Company, 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, may from time to time subscribe for and take shares in the undertaking of the Tiverton and North Devon Railway Company (herein-after called "Tiverton Company") to any extent not exceeding the sum of forty thousand pounds: Provided always, that the Company shall not sell, dispose of, or transfer any share so held by them.

The Company shall, in respect of any shares in the Tiverton Company to be held by them in virtue of any such subscription, 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.

The Company, while shareholders in the Tiverton Company, 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 meetings, and shall be entitled to one vote in respect of every fifty pounds of the capital held by the Company in that Company.

Every such appointment by the Company of any person to vote on their behalf shall be delivered to the Tiverton 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 Tiverton Company, be sufficient evidence of the facts therein stated.

The Company may for the purposes of such subscription raise by the creation of shares or stock any capital not exceeding forty thousand pounds, and all the provisions in this Act contained with respect to the additional capital which the Company are by this Act authorised to raise by the creation of shares or stock, except the provision as to application of moneys, shall apply to the shares or stock created for the purposes of the said subscription as fully and effec-

tually as if the said capital of forty thousand pounds formed part of that additional capital.

Confirming agreement between the Company and the Tiverton Company.

50. The agreement made between the Company and the Tiverton Company which is set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the Companies parties thereto, and full effect may and shall be given thereto.

Agreements with Culm Valley Light Railway Company.

51. The Company and the Culm Valley Light Railway Company may enter into and carry into effect agreements as to the guarantee by the Company of the payment of the interest upon the debenture debt of the Culm Valley Light Railway Company, not exceeding thirteen thousand pounds.

Agreements with Local Board of Henley-on-Thames.

52. The Company may enter into and carry into effect agreements with the Henley Local Board, or other the sanitary or other authority having jurisdiction over the roads at Henley-on-Thames, with reference to the maintenance, repair, and lighting of the roads leading to the Company's station at Henley-on-Thames, and the dedication of such roads, or some of them, to the use of the public, or any of the matters aforesaid.

And the said local board, or other authority as aforesaid, may apply to the above purposes, or any of them, such portion of their funds, rates, taxes, or assessments as they may think expedient.

Agreements with sanitary authorities as to new roads.

53. The Company may enter into and carry into effect agreements with any sanitary authority of the district or districts in which the new roads respectively authorised by this Act are situate, with reference to the construction of those roads, or any of them, and for the contribution by the sanitary authority towards the cost of the construction of such roads, or any of them, or for the construction of the same themselves.

Amendment of Company's Acts as to tolls.

54. Notwithstanding anything in the Great Western Railway (Amendment and Extensions) Act, 1847, or in any other Act or Acts relating to the Company, the Company may, for the carriage of any single consignment or single article (except rails, bars, or prop wood, when carried in truck loads of not less than four tons, or the remnant of a consignment of any such articles) which, on account of the length thereof, may require that more than one carriage or truck, or of any single article which, on account of the length or bulk thereof, may require that one carriage or truck should be specially appropriated to the carriage thereof, demand such reasonable sum or sums as they think fit.

Power to Company to occupy refreshment rooms.

55. The Company may retain in their own hands, and occupy and use, as refreshment-room keepers, the refreshment rooms which now are or at any time hereafter may be constructed at all or any

A.D. 1877.

of the stations on their railways, or at all or any of the stations on railways leased or worked by them.

Appointment of special constables.

56. Any two justices having jurisdiction within the county or borough or place for which the appointment may be made, may, upon the application of the Company, appoint fit and proper persons (but not exceeding six in number within any city or town being a county of itself, or within any borough or place separated from a county for police purposes) to be special constables within and upon the railway, stations, and works of the Company, and within half a mile thereof, and every person so appointed shall be sworn in by the justices duly to execute his office, and every person so appointed and sworn in shall have all such powers, authorities, protections, and privileges in respect of the execution of his duties as constables have or are subject to by the laws of the realm, and any two of such justices as aforesaid may dismiss any such constable from his office, and upon such dismissal all powers, authorities, protections, and privileges vested in such constable shall, excepting as to any acts or omissions occurring before such dismissal, cease: Provided always, that when such constables are acting outside the premises of the Company, they shall be in all respects subject to the regulations and instructions of justices, watch committee, or commissioners from time to time in force for the government of the police within the county, city, borough, or place in which such special constables may be acting; provided also, that no such constable shall act as such under the authority of this Act unless he be provided with his warrant, and that if any such constable fail or refuse to produce his warrant when lawfully or reasonably required, he shall be liable to a penalty not exceeding forty shillings.

Company may sell and Corporation of Bristol may purchase passenger tolls on Princes Street bridge.

57. The Company may sell and transfer to the Corporation of Bristol (herein-after called "the Corporation"), and the Corporation may purchase for the sum of fifteen thousand pounds, the passenger tolls, as herein-before defined, leviable on Princes Street Bridge, Bristol.

Passenger tolls vested in Corporation.

58. Upon payment by the Corporation to the Company of the sum of fifteen thousand pounds, and upon payment by the Corporation of the ad valorem stamp duty of the same amount as would be payable if the transfer of the passenger tolls were made by a deed of conveyance, the passenger tolls, with all the rights and powers of the Company for the collecting and receiving of the same, shall absolutely vest in the Corporation, subject to the interest of the present lessee in the same, and the production of a receipt for the said sum of fifteen thousand pounds under the seal of the Company,

and of a copy of this Act printed by Her Majesty's Printer, and duly stamped with such ad valorem stamp duty, shall for all purposes be sufficient evidence of the vesting of all such passenger tolls, rights, and powers in the Corporation.

Substituted bridge to be free of toll.

59. The substituted bridge shall be free of all tolls, whether for passenger or other traffic, from and after the determination of the existing lease of the passenger tolls.

Power to Corporation to borrow.

60. The Corporation, in addition to any existing mortgage and to any sums they may from time to time borrow under any other powers, may from time to time borrow at interest, by virtue of this Act, on the security of the district fund and general district rate, and all rates and tolls leviable by the Corporation as a sanitary authority, any further sum or sums not exceeding in the whole the sum of fifteen thousand pounds, and the money may be borrowed for such term, not exceeding thirty years, as the Corporation shall determine in each case, and the Corporation may either pay off the moneys so borrowed, or any part thereof, with interest, by equal annual instalments, or they may in every year set apart and accumulate a sinking fund in manner herein-after provided, and in calculating the amount which the Corporation may borrow under any other Act any sums which they may borrow under this Act shall not be reckoned.

Application of borrowed moneys.

61. The moneys to be borrowed by the Corporation under the powers of this Act shall be applied only for the purposes and in the manner by this Act expressly declared.

Repair of bridge.

62. The Corporation may from time to time pay such part of the expense of repairing and maintaining the substituted bridge as to them shall appear to be reasonable out of the general district rates leviable by them as a sanitary authority.

Sinking fund.

63. The Corporation shall, after the expiration of two years from the passing of this Act, and thenceforth annually, set apart out of the general district rate, as a sinking fund for the payment of the money borrowed under this Act on the security of the district fund and general district rate, and all rates and tolls leviable by them from time to time as a sanitary authority, one-thirtieth part of so much of the principal moneys borrowed on such security as shall not be repayable by equal annual instalments, to be accumulated in the way of compound interest by investing in Exchequer bills or Government securities; and the Corporation shall from time to time apply the sinking fund in repayment of such mortgage debt and principal moneys, until thereby or otherwise the whole of such mortgage debt and principal moneys have been fully paid, and the sinking fund shall be set apart out of the Princes Street Bridge account.

A.D. 1877.

Annual return to Local Government Board with respect to sinking fund.

64. The clerk to the Corporation, acting as the sanitary authority of the said city, shall, within twenty-one days after the expiration of each year during which any sum is required to be set apart for a sinking fund, or to be paid as an instalment under this Act, transmit to the Local Government Board a return, in such form as may be prescribed by that Board, and verified by statutory declaration if so required by them, showing the amount which has been invested for the purpose of such sinking fund or paid as an instalment during the year preceding the making of such return, and the description of the securities upon which the same has been invested, and also showing the purposes to which any portion of the moneys invested for the sinking fund have been applied during the same period, and the total amount remaining invested at the end of the year; and in the event of any wilful default in making such return, such clerk shall be liable to a penalty not exceeding twenty pounds. If it appear to the Local Government Board by such return or otherwise that the Corporation have failed to pay any instalment, or to set apart the sum required by this Act for any sinking fund, or have applied any portion of the moneys set apart for that fund to any purposes other than those authorised by this Act, the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default shall have been made shall be set apart and invested as part of the sinking fund, and such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board.

Protection of lenders from inquiry.

65. A person lending money to the Corporation shall not be bound or entitled to inquire as to the observance by them of any provision of this Act, or be bound to see to the application or be answerable for any loss, misapplication, or non-application of such money or of any part thereof.

Power to re-borrow.

66. If the Corporation pay off any part of the money borrowed by them under the powers of this Act otherwise than by annual instalments or by means of a sinking fund, they may re-borrow the same, and so from time to time.

Regulation as to mortgages.

67. Subject to the provisions of this Act, section 236 (Form of mortgage), section 238 (Transfer of mortgages), and section 239 (Receiver may be appointed in certain cases) of the Public Health Act, 1875, shall be applicable to mortgages and to the transfers of mortgages made under the provisions of this Act and to the appointment of a receiver by the mortgagees.

Expenses how to be paid.

68. The expenses to be incurred by the Corporation for and in relation to the purchase of the passenger tolls, except such as are to be paid out of borrowed moneys, shall be paid by the Corporation out of the general district rate.

Power to Company to raise additional capital.

69. 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 five hundred thousand pounds, exclusive of the stocks 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.

70. 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.

71. 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, or in lieu of any certificate entitling the holder to be registered in respect of shares or stock.

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

72. 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.

73. 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.

74. 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

A.D. 1877.

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.

75. 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 Acts of past or present sessions may be of same class.

76. 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 Company to borrow.

77. The Company may, in respect of the additional capital of five hundred 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 sixty-six 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.

78. 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.

79. 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.

80. The moneys raised by the capital of forty thousand pounds by this Act authorised for the purpose of the subscription to the Tiverton Company shall be applied to that and to no other purpose, and all other 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.

Power to Company to apply surplus moneys to purposes of this Act.

81. 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 Company 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.

Power to Midland Railway Company to apply surplus funds to certain purposes of Act.

82. The Midland Railway Company may from time to time apply to 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.

Power to South Devon Railway

83. The South Devon Railway Company may from time to time apply to the purposes of this Act which may, in accordance

A.D. 1877.

Company to apply surplus funds to certain purposes of Act.

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 rights of the Crown in the foreshore.

84. 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.

85. The Company shall not, out of any money authorised to be raised by them, 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.

86. 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.

87. 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.

88. 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.

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

An Agreement made this first day of January 1876, between the Great Western Railway Company (herein-after called the Great Western Company) of the one part, and the Leominster and Kington Railway Company (herein-after called the Leominster and Kington Company) of the other part.

Whereas by heads of agreement dated the twenty-fourth day of July one thousand eight hundred and seventy-one, and made between the Great Western Company of the one part, and the Leominster and Kington Company of the other part, after reciting, amongst other things, that the Leominster and Kington Company had a Bill then pending in Parliament, intituled "A Bill "to enable the Leominster and Kington Railway Company to make a Branch "Railway to Presteign, and for other purposes," whereby it was proposed to authorise the Leominster and Kington Company to make and maintain a railway five miles three furlongs two chains and thirty links in length, commencing by a junction with the railway of the Leominster and Kington Company, in the parish of Lyons Hall, in the county of Hereford, and terminating at Presteign, in the county of Radnor; and by the said Bill it was also proposed to enact that sections four to twenty-nine inclusive of "The Leominster and Kington Railway Act, 1863," which related to traffic arrangements, leasing, and transfer, should form part of the said Bill, and should, if the Leominster and Kington Company and the Great Western Company so agreed, apply to the railway by the said Bill proposed to be authorised to be made, in the same manner and to the same extent as if the same had formed part of the undertaking of the Leominster and Kington Company before and at the time of the passing of the said Act of 1863; and it was also proposed to authorise the Leominster and Kington Company and the Great Western Company to alter and vary the terms and conditions of the existing lease of the railway of the Leominster and Kington Company in the manner therein provided; and reciting that it had been agreed between the Leominster and Kington Company and the Great Western Company that in the event of the said Bill receiving the sanction of Parliament, and the railway, stations, works, and conveniences thereby authorised, and therein and herein-after called "the railway," being constructed within the period therein named, and according to the details and particulars contained in the schedule thereunto annexed, that the railway should be leased and worked by the Great Western Company, on the terms and conditions and for the period therein mentioned; and by the agreement now in recital certain arrangements were made with reference to the interest or dividend on the new capital to be created and issued for the purposes of the railway, not exceeding the sum of forty thousand pounds, and with reference to the construction, working, maintenance, and management of the railway: And

A.D. 1877.

whereas the authorised termination at Presteign of the railway is not so convenient or desirable a position for the erection of either a passenger or goods station there as the site shown on the plan hereto annexed, and it would be a great convenience to the inhabitants of the town of Presteign and of the neighbourhood if the railway were extended, and a station erected on the site shown on such last-mentioned plan, and thereon coloured pink and hatched, and the Leominster and Kington Company propose to construct the necessary extension, and have applied to the Great Western Company to consent thereto, and to the arrangements with reference to the interest or dividend on the capital to be created for the railway, and to the construction, working, maintenance, and management, and other the provisions relating to the same contained in the said recited heads of agreement being extended to apply to such proposed extension, and the Great Western Company have given their consent thereto, upon the express understanding that the additional capital to be raised for the construction thereof shall not exceed the sum of ten thousand seven hundred and fifty pounds: Now these presents witness, and it is hereby agreed and declared between and by the parties hereto, that when the extension of the railway has been duly and properly constructed, and the station erected, in accordance with the provisions and stipulations for the construction of the railway and works in the said recited heads of agreement contained, the same heads of agreement shall, so far as may be, be read and construed in all respects as if the railway and works the subject thereof consisted not only of the railway by the therein-recited Act proposed to be authorised, but also of the railway and works shown on the said plan hereto annexed; and all the clauses, provisions, and agreements therein contained shall extend and be construed to apply to and affect such last-mentioned railway and works accordingly; and also that clauses 2 and 3 of the said recited heads of agreement shall be read and construed, and shall have effect, as if the words "fifty thousand seven hundred and fifty pounds" had been inserted therein as the amount of the new capital created and issued as therein mentioned, in lieu of and in substitution for the words "forty thousand pounds." And lastly, the parties hereto confirm and ratify the said recited heads of agreement, save so far as the same are hereby altered or extended.

In witness whereof the Companies parties hereto have hereunto set their respective common seals the day and year first before written.

Seal of the Great Western Railway Company.

The Common Seal of the Leominster and Kington Railway Company in the presence of

WILLIAM DAGGS,
Secretary.

Seal of the Leominster and Kington Railway Company.

SECOND SCHEDULE.

Describing Lands, Buildings, and Manufactories of which Portions only are required.

Parish.	Numbers on deposited Plans.
Temple (Bristol) - - - - -	8.
St. Philip and Jacob (Bristol) - - - -	1.101.
St. George (Bristol) - - - - -	13.
Llangefelach - - - - - -	3.5.

THIRD SCHEDULE.

SUPERFLUOUS LANDS.

BERKSHIRE.

Wantage.
Uffington.
Enborne.
Welford.
Kintbury.
Steventon.
Shrivenham.
Culham.
St. Aldate.
Denchworth.
West Lockinge (Hamlet).
Radley.
Speen.
Harwell.
Milton.
West Hendred.
Ardington.
Letcombe Regis.
Sutton Courtney.
South Hinksey.
Hungerford.

WILTSHIRE.

Swindon.
Corsham.

WILTSHIRE—*continued.*

Wootton Bassett.
Box.
Chippenham.
Hungerford.
Dauntsey.
Liddiard Millicent.
Poole Keynes.
Corston.
Laycock.
Hanging Langford.
Staverton.
Christian Malford.
Purton.
Limpley Stoke.
Leigh.
Stratton St. Margaret.
Brinkworth.
Langley Burrell.
Minety.
Codford St. Mary.
Codford St. Peter.
Trowbridge.
Sherrington.

A.D. 1877.

SOMERSETSHIRE.

Bathwick.
Widcombe.
Berkley.
Babington.
Corston.
Brislington
Bathford.
Saltford.
Keynsham.
Ansford.
Buckland.
Lyng.
Durston.
Stoke St. Gregory.
Aller.
Curry Rivell.
Huish Episcopi.
Drayton.
Kingsbury Episcopi.
Martock.
Tintinhull.
Odcombe.
Brympton.
Yeovil.
Yatton.
Kenn.
Clevedon.
Puriton.
Chilton Trinity.
Creech St. Michael.
Ruishton.
Thorn Falcon.
West Hatch.
Hatch Beauchamp.
Ilminster.
Knowle St. Giles.
Chard.
Taunton St. James.
Burlescombe.
Holcombe Rogus.
Bridgwater.
Wembdon.
North Petherton.
Huntworth.
North Curry.
West Monkton.

DEVON.

Tiverton.
Halberton.
Willand.
Westleigh.
Sampford Peverell.

DORSETSHIRE.

Fordington.

CITY AND COUNTY OF BRISTOL.

Temple.
St. Philip and Jacob.

GLOUCESTERSHIRE.

Sapperton.
Rodborough.
Standish.
Quedgley.
Lea.
Aylburton.
Minchinhampton.
Stroud.
Haresfield.
St. Aldate.
Cheltenham.
Awre.
Woolaston.
Bisley.
Stonehouse.
Harescombe.
Longhope.
Lydney.
Tidenham.
St. George.
St. Philip and Jacob.
St. Mary de Lode.
Wotton St. Mary (Hamlet).
South Hamlet, Gloucester.
St. Catherine, Gloucester.
Tuffley (Hamlet).
Alstone (Hamlet).

OXFORDSHIRE.

Woolvercot.
Hampton Gay.
Steeple Aston.
St. Aldate.
Bletchington.

Oxfordshire—*continued.*

Tackley.
Souldern.
Banbury.
Cropredy.
Kirtlington.
Culham.
Kidlington.
Rousham.
Adderbury.
Bourton.
Begbrooke.

Northamptonshire.

Aynho.
Middleton Cheney.
King's Sutton.

Herefordshire.

Bridstow.
Little Dewchurch.
Much Dewchurch.
St. Peter, Hereford.
King's Caple.
Cwmyoy.
St. Nicholas, Hereford.
St. Devereux.
Sellack.
Hereford.
St. Martin, Hereford.
St. Owen, Hereford.
Llanover.

Monmouthshire.

Portskewett.
Magor.
Bishton.
St. Mellons.
Panteague.
Mathern.
Llandevenny.
Christchurch.
Rumney.
Mynyddmaen.
Undy.
Wilcrick.
St. Brides.
Goytrey.
Llangattock-juxta-Usk.
Langua.
Llanfihangel Crucorney.

Warwickshire.

Cropredy.
Harbury.
Budbrooke.
Solihull.
Lapworth.
Birmingham.
Farnborough.
Leamington Priors.
Aston-juxta-Birmingham.
Packwood.
Rowington.
Bourton.
Long Itchington.
St. Mary, Warwick.
Yardley.
Knowle.
Hatton.

Worcestershire.

St. Peter.

Staffordshire.

Handsworth.
Codsall.
Harborne.
West Bromwich.

Shropshire.

Albrighton.
Wrockwardine.
St. Julian, Shrewsbury.
Oswestry.
St. Martin.
Shiffnal.
Wellington.
Baschurch.
Whittington.
Oakengates.
St. Mary, Shrewsbury.
Ruyton.
Selattyn.

Denbighshire.

Wrexham.
Ruabon.
Gresford.

Cheshire.

Doddlestone.

A.D. 1877.

County of the City of Chester.

St. Mary-on-the-Hill.

Flintshire.

Doddlestone.
Hawarden.

Glamorganshire.

St. George.
Llanharan.
Aberavon.
Llangafelach.
Peterstone-super-Ely.
Coychurch.
Neath.
Loughor.
Llwydcoed.
Llantrissant.
Coity.
Cadoxton.
Aberdare.

Carmarthenshire.

Pembrey.
Llandefeilog.
St. Clears.
Kidwelly.
St. Peter, Carmarthen.
Ferryside.
Llanfihangel Abercowyn.

Pembrokeshire.

Egremont.
Johnston.
Wiston.
Burton.
Rudbaxton.

FOURTH SCHEDULE.

Heads of Agreement made and entered into the first day of February 1877, between the Tiverton and North Devon Railway Company (herein-after called the Tiverton Company) of the one part, and the Great Western Railway Company (herein-after called the Great Western Company) of the other part.

Whereas the Tiverton Company were incorporated by the Tiverton and North Devon Railway Act, 1875, and were thereby authorised to construct a railway eight miles three furlongs and four chains in length, commencing in the parish of Tiverton, in the county of Devon, at the west side of a street called Westexe South, at a point distant twenty-two yards or thereabouts, measured in a northerly direction, from the junction of the public road called Broad Lane with Westexe South aforesaid, and terminating in the parish of Morebath, also in the said county of Devon, by a junction with the rails of the Devon and Somerset Railway, whenever the mixed or narrow gauge be laid down thereon, at a point distant four hundred yards or thereabouts, measured in a westerly direction, from the bridge carrying the public road from Bampton to Morebath over the said Devon and Somerset Railway, and the capital authorised to be created by the Tiverton Company under the authority of the said Act was sixty-five thousand pounds by shares, with power to borrow twenty-one thousand one hundred and sixty-six pounds; and by the said Act it was provided that it should be lawful for the Bristol and Exeter Railway Company to subscribe towards and become a shareholder in the undertaking thereby authorised, subject as therein provided, to an extent not exceeding the

sum of fifteen thousand pounds, and that the Bristol and Exeter Railway Company, so long as they should hold not less than fifteen thousand pounds of the capital of the Tiverton Company, might from time to time appoint one director of that Company: And whereas the Bristol and Exeter Railway Company is now amalgamated with the Great Western Railway Company: And whereas the Tiverton Company have been unable to raise the whole of the share capital authorised to be created by the said Tiverton and North Devon Railway Act, 1875, and have not put into operation the powers conferred on them with respect to the construction of the said authorised railway, and the said authorised railway has not yet been commenced, and the Tiverton Company have applied to the Great Western Company to assist them in raising the said capital, and subject to these presents, and to power being obtained from Parliament to authorise them to do so, the Great Western Company have consented thereto on the terms and conditions hereof: It has therefore been mutually agreed by and between the Companies parties hereto as follows:—

1. On condition that, on or before the first January one thousand eight hundred and seventy-eight, the Tiverton Company obtain parties bonâ fide to subscribe for and take up shares in the authorised share capital of that Company to an amount of not less than twenty-five thousand pounds, such shares to be issued at par, the Great Western Company, on obtaining authority from Parliament to do so, and subject to such approval of the proprietors of that Company as may be required, and on the directors of that Company being satisfied that a sum of not less than twenty-five thousand pounds of the capital of the Tiverton Company has been bonâ fide subscribed for and taken up as aforesaid, will subscribe or procure to be subscribed bonâ fide and take or cause to be taken the remainder of the said share capital of the Tiverton Company not subscribed for as aforesaid.

2. The Great Western Company, so long as they shall, by themselves or their nominees, hold the share capital so subscribed for by them, or the party or parties whom they may procure to hold such capital while so held by them, which party or parties are herein-after called the "subscribing parties," may from time to time appoint two directors of the Tiverton Company for every one director of the Company appointed by the Tiverton Company, it being the intention of the Companies parties hereto that the Great Western Company or the subscribing parties aforesaid, while they hold the said share capital to be subscribed for by them, shall have a controlling power both as shareholders and directors in the management of the undertaking and the expenditure thereon, as well as in determining the course and direction of the line, it being, however, the intention of the Companies parties hereto that the passenger station for Tiverton shall be placed at some point on the east of the River Exe.

3. Application shall be made to Parliament in the next or the next following session thereof for authority to carry out the provisions of this agreement, with such modifications or alterations thereof as may be agreed on, and, unless the Tiverton Company have a Bill in Parliament for some other purpose, such application may be made in a Bill of the Great Western Company, if they have a Bill in Parliament in the next or next following

A.D. 1877.

session thereof in which such an application can be properly and safely introduced, and if they have not a Bill in Parliament in such session, application may be made by a separate Bill promoted by both Companies in one of such sessions of Parliament.

4. If the application is made in a Bill promoted by the Tiverton Company, the Great Western Company shall bonâ fide support the same, so far as they may be reasonably required to do so, but so as not to incur any expense; and if the application is made in a Bill promoted by the Great Western Company, the Tiverton Company shall bonâ fide support the same, so far as they may be reasonably required to do so by the Great Western Company, but so as not to incur any expense; and if the application is by a Bill promoted by the two Companies, each Company shall bonâ fide promote and support such application, and do what it reasonably can to ensure the success thereof; and the expense of such application, in whatever form it is made, shall be borne and paid by the Tiverton Company.

5. The Tiverton Company shall, if called upon at any time by the Great Western Company, within one month thereafter, submit to the Great Western Company detailed plans, sections, and estimates of the said authorised railway as proposed to be constructed, for their inspection, examination, and approval, and if the Great Western Company do not approve of the same, such plans, sections, or estimates, as the case may be, shall be altered, amended, or revised to give effect to the reasonable requirements of the Great Western Company, and if required by the Great Western Company application shall be made to Parliament by the Tiverton Company, in the next following session of Parliament, to sanction such alterations or deviations of the said authorised railway as may be considered necessary by the Great Western Company, and the Tiverton Company shall not give any notice for the acquisition of lands by compulsion, or enter into any contracts, or to do any other act or thing under their Act of Incorporation which will or may involve liability or expense, without the permission in writing under the hand of the secretary for the time being of the Great Western Company.

6. The Tiverton Company shall from time to time, on the secretary of the Great Western Company informing the directors of the Tiverton Company of the appointment of a director or directors of the Great Western Company, or of any other person or persons nominated by them or by the subscribing parties to be a director or directors of the Tiverton Company, cause a vacancy or vacancies, as the case may be, to be made at the board of that Company for such director or directors (such vacancy or vacancies to be determined by ballot among the directors, unless they shall otherwise agree), but so as that the Tiverton Company shall not at any time have less than two directors at the board, provided that the provisions of this article shall only have effect during such time as the Great Western Company, or the subscribing parties, shall be the proprietors of shares in the Tiverton Company to such an amount as will entitle them, or either of them, to nominate a director or directors of that Company.

7. So long as the number of directors of the Tiverton Company shall be six, should the Great Western Company, or the subscribing parties, at any time reduce the amount of their holding of shares in the share capital of the

Tiverton Company by eleven thousand pounds, their power of appointing four directors of that Company shall, during the time of such reduction in the holding of such capital, be reduced to the power of appointing three directors; and so as from time to time during any such further reduction in the same proportion, and during such time as the Great Western Company, or the subscribing parties, hold less than three thousand pounds of the share capital of the Tiverton Company, their power of appointing a director of that Company shall cease; and if the numbers of directors in the Tiverton Company is increased above or reduced below six to any other number, the foregoing provisions as to the amount of holding of share capital in the Company shall apply as near as may be to such increased or reduced number, and be varied proportionately accordingly.

8. In the event of the application to Parliament for power to the Great Western Company to subscribe to the share capital of the Tiverton Company, or for the confirmation of this agreement, being unsuccessful, or having to be withdrawn, this agreement shall be at an end, unless otherwise agreed between the Companies parties hereto.

9. The Companies parties hereto agree that the Tiverton passenger station may, if so decided by the Great Western Company, be constructed by that Company at some point or points on their authorised lines of railway on the east side of the River Exe.

10. The Great Western Company may, if they at any time or times desire to do so, make application to Parliament in their own name for power to construct, and if such application is successful may construct, a connecting line between their existing Tiverton branch at a point eastward of the present Tiverton Station and a point on the authorised Tiverton and North Devon Railway near Bolham, and in the event of such application to Parliament being successful, so much of the authorised Tiverton and North Devon Railway as lies between the point near Bolham aforesaid and the junction with the authorised Exe Valley Railway south shall be abandoned.

11. This agreement to be subject to the approval of the proprietors of the Great Western Company and of the Tiverton Company respectively, at a general meeting of each of the said Companies especially convened for the purpose, and the majority at each of such meetings to approve of the agreement shall be three fifths of the votes of the proprietors present in person or by proxy at each of such meetings, and this agreement is to be also subject to such alterations as Parliament may think fit to make therein, but if the Committee on the Bill make any material alteration respecting the provisions thereof, it shall be competent for either of the Companies parties hereto to withdraw therefrom.

12. If and whenever any difference arises between the Tiverton Company and the Great Western Company as to the true intent or construction of this agreement, or as to anything to be done, suffered, or omitted in pursuance thereof, or the carrying the same into effect, or as to any breach or non-fulfilment of this agreement, or any liability, damages, losses, costs, or expenses by reason of any such breach or non-fulfilment, or alleged breach or alleged non-fulfilment, or otherwise relating to the premises, every such difference shall

A.D. 1877.

be referred to and determined by arbitration, in accordance with the provisions of the Railway Companies Arbitration Act, 1859, and every question or matter so referred shall be deemed to be in difference between the two Companies, and this article shall accordingly be and have effect as an agreement between the parties hereto for arbitration under that Act.

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

J. H. MATTHEWS,
Secretary,
Tiverton and North Devon Railway Company.

Seal of the Tiverton and North Devon Railway Company.

Seal of the Great Western Railway Company.

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