CHAPTER cvi.

An Act for conferring further powers upon the Great Western Railway Company in connexion with their own and other undertakings, and upon them and other companies in connexion with undertakings in which they are jointly interested; for vesting in the Great Western Railway Company the undertaking of the Faringdon Railway Company; for authorising and confirming agreements with other companies and with the Corporation of Chester; and for other purposes. [25th June 1886.] A.D. 1886.

WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to execute make and maintain the roads and other works and to exercise the powers by this Act respectively authorised and conferred upon them and to acquire for the purposes of this Act and 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: Roads and other works.

And whereas plans and sections showing the lines and levels of the 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 those lands 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: Deposit of plans &c.

And whereas it is expedient that the time limited for the sale of certain lands acquired respectively by the Company for the purposes of their undertaking and by the Company and the London and North-western Railway Company (in this Act called the North-western Company) for the purposes of their joint undertakings Superfluous lands.

pany and of the Company to the purposes of such agreements and that the Fowey Company should be empowered to raise additional capital as in this Act provided:

Torbay and Brixham and other Acts as to gauge.

And whereas it is expedient that certain provisions of the several Acts herein-after mentioned relating to the gauge of the Torbay and Brixham and the West Cornwall Railways respectively should be repealed:

Confirmation agreements.

And whereas it is expedient that the agreements between the Company and the Helston Railway Company and between the Abbotsbury Railway Company and the Company and between the North-western Company and the Company on the one hand and the mayor aldermen and citizens of the city of Chester on the other hand which are respectively set forth in the Fifth Sixth and Seventh Schedules to this Act should be confirmed:

Agreements with Banbury Company.

And whereas it is expedient that the Company and the Banbury and Cheltenham Direct Railway Company (in this Act called the Banbury Company) should be empowered to make and carry into effect agreements with respect to station accommodation construction of works and other matters in this Act more particularly mentioned or referred to:

Bristol Corporation.

And whereas it is expedient that the Company and the mayor aldermen and burgesses of the city of Bristol (in this Act called the Corporation of Bristol) should be empowered to make and carry into effect agreements with respect to the affording by the Company to the Corporation of Bristol of accommodation and conveniences near Portishead and other matters relating thereto as in this Act more particularly mentioned or referred to:

Provisions of Metropolitan Railway Act, 1880, relative to Hammersmith and City Railway Company.

And whereas by sections 19 20 and 21 of the Metropolitan Railway Act 1880 certain provisions were made with respect to and certain powers were conferred upon the Hammersmith and City Railway Company although at the time of the passing of the said Act the undertaking of that company had been under the authority of Parliament transferred to and vested in the Company and the Metropolitan Railway Company and it is expedient that the said sections should be amended as herein-after provided:

Whitland and Cardigan Railway Company additional capital.

And whereas it is intended that the railway of the Whitland and Cardigan Railway Company (in this Act called the Whitland Company) when completed shall be worked by the Company and it is expedient that the Whitland Company should be authorised to raise additional capital and that the Company should be empowered to subscribe thereto and to take and hold debenture stock in the undertaking of the Whitland Company:

Amendment of Acts.

And whereas it is expedient that some of the provisions of the existing Acts relating to the Company should be amended as herein-after provided:

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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 1886.

Incorporation of general Acts.

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 as amended by the Lands Clauses (Umpire) Act 1883:

Part II (relating to extension of time) and Part V (relating to amalgamation) of the Railways Clauses Act 1863:

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of shares into stock; and

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

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.

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Power to make new roads alterations of roads footpaths, &c.

4. Subject to the provisions of this Act the Company in the lines and according to the levels shown upon the deposited plans and sections relating thereto may make the new roads and alterations of roads and other works and may make the new footpaths and may stop up and discontinue the portions of roads and footpaths and exercise the other powers herein-after mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say):—

They may stop up and discontinue the portions of roads and footpaths herein-after described (that is to say):

(1) So much as lies between the boundaries of the Company's property of the road and public footpath in the parish of Stapleton in the county of Gloucester which cross the railway of the Company on the level at the northern end of the platform at the Ashley Hill Station on the said railway And in lieu thereof they may make a new footpath wholly in the said parish to commence by a junction with the existing footpath about $1\frac{1}{4}$ chains westward of the Company's said railway and to terminate by a junction with the said existing footpath about three fourths of a chain eastward of such railway:

(2) So much of the road and public footpath in the parish of Basingstoke in the county of Hants (which footpath leads from Basingstoke to Sherborn St. John) as is situate between a point on the road leading to the goods shed of the Company at Basingstoke about 2 chains northward of the bridge which carries the railway over the said road and a point on the first-mentioned road and public footpath about 3 chains northward of the said first-mentioned point And in lieu thereof they may make a new road and footpath to be situate wholly in the said parish of Basingstoke to commence by a junction with the said first-mentioned road and public footpath at the point last above described and to terminate by a junction with the said road leading to the goods shed about 5 chains westward of the before-mentioned bridge which carries the railway over the said road leading to the goods shed:

(3) So much as lies between the boundaries of the Company's property of the bridle path in the parish of Baschurch in the county of Salop which passes through the Baschurch Station yard of the Company on the level And in lieu thereof they may make a new bridle path wholly in the said parish commencing by a junction with the existing bridle path at the junction thereof with the

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road from Baschurch to Marton and terminating by a junction with the said existing bridle path opposite the goods shed at the said station:

(4) So much as lies between the boundaries of the Company's property of the road in the township of Drayton Parva in the parish of Drayton in Hales in the county of Salop called Rush Lane which crosses the railway of the Company on the level about 38 chains eastward of the mile post on the said railway indicating 177 miles from Paddington And in lieu thereof they may make a new road in the said township and parish commencing by a junction with the existing road called Rush Lane about $8\frac{1}{2}$ chains northward of the said level crossing and terminating by a junction with the road from Market Drayton to Longstow and Whitchurch about $6\frac{1}{4}$ chains northward of the bridge carrying that road over the said railway:

(5) So much as lies between the boundaries of the property held by the Company of the road in the parish of Risca in the county of Monmouth which crosses Hall's Tramway on the level nearly opposite the "Eagle Inn" at Cross Keys And in lieu thereof they may make a new road wholly in the said parish commencing by a junction with the existing road on the western side of the said level crossing near the said "Eagle Inn" at or near the western end of the said level crossing and terminating by a junction with the said existing road at or near the western end of the bridge carrying such road over the Monmouthshire Canal at Pont-y-Waun Provided always that the Company shall not stop up the existing level crossing unless and until they shall have constructed a footbridge over Hall's Tramway in lieu thereof and such footbridge shall be for ever maintained by the Company Provided further that the Company may make the said new road of any inclination not steeper than one in twenty-five and of such width between the fences thereof as the Company think fit not being less than twenty-five feet:

(6) So much as lies between the boundaries of the Company's property of the footpath in the parish of St. John's Swansea in the county of Glamorgan which crosses the railway of the Company on the level at a point opposite the mile post on the said railway indicating $215\frac{1}{4}$ miles from Paddington And the Company may substitute therefor a footbridge over the said railway at the same point.

Power to deviate in construction of new roads &c.

5. The Company may in constructing the new roads footpaths and other works by this Act authorised deviate from the lines

thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the new roads 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 said sections.

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

6. Subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway 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 they may appropriate the same to the purposes of their undertaking.

Extinguishment of rights of way.

7. 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 all rights of way over any of the lands which shall under the compulsory powers of this Act be purchased or acquired shall be and the same are hereby extinguished.

Roads not to be stopped up till new roads opened.

8. No road or footpath or portion of road or footpath which is by this Act authorised to be stopped up shall be so stopped up unless and until the new road footpath or other work (if any) which is by this Act authorised to be substituted therefor is completed and opened to the public or a substituted temporary road footpath or other work is provided.

Provision as to repair of new roads.

9. The new roads and footpaths to be made under the authority of this Act (except the stone iron or other structure of any bridge carrying the same over any railway which structure shall be repaired and maintained by and at the expense of the Company) shall unless otherwise agreed when made and completed respectively from time to time be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portions of the same roads and footpaths now devolves:

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.

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Power to Company to make agreements as to the construction or contribution towards the cost of new roads.

10. The Company may enter into and carry into effect agreements with the parties having the charge management or control of such roads footpaths or other highways or any of them portions whereof shall under the provisions of this Act be stopped up with reference to the construction or contribution towards the cost of any new road footpath or highway to be substituted therefor and with reference to any other matters relating thereto and if so agreed the Company may delegate to such parties as aforesaid the power of constructing all or any of such new roads footpaths or highways in which they may be interested.

Power to Company to acquire additional lands for general purposes.

11. 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 following delineated on the deposited plans and described in the deposited books of reference respectively relating thereto (that is to say):

Certain lands in the parish of Weston-super-Mare in the county of Somerset lying between the eastern end of Neva Road and certain lands belonging to the Company adjoining the loop line and the approach to the station on that line at Weston-super-Mare:

Certain lands in the parishes of Aberystruth and Llanhilleth in the county of Monmouth on each side of the Company's railway and adjacent thereto and extending from the north-western end of the Aberbeeg Station on the said railway for a distance of about 11 chains measured along such railway Provided always that the Company shall not take or acquire the lands numbered on the deposited plans 6 7 and 8 in the parish of Aberystruth:

Certain lands in the parishes of Bettws and Llangeinor in the county of Glamorgan (that is to say):

(*a*) On the eastern side of the Company's Cwm Garw Branch Railway and adjacent thereto and extending from a point about 24 chains northward of the northern end of the Pontycwmmer Station for a distance of about 20 chains measured along the said branch railway:

(*b*) On the western side of the said branch railway and lying between the River Garw and the main road in the Garw Valley and extending for a distance of about 7 chains in a northerly direction from a point opposite to the southern junction of the Llest Colliery sidings with the said branch railway:

Certain lands in the parish of St. Bride Minor in the county of Glamorgan bounded on the western side by the Company's Porthcawl Branch Railway on the eastern side by their Llynvi Valley Railway and on the south by the public road leading from the Felinfach level crossing on the said Porthcawl Branch to the bridge under the said Llynvi Valley Railway situate about 8 chains measured in a southerly direction from Tondû passenger station.

For the protection of the Llynvi and Tondû Company Limited.

12. For the protection of the Llynvi and Tondû Company Limited (herein-after called the Tondû Company) the following provisions shall have effect that is to say :

(1) Before the Company enter upon take or use the lands in the parish of St. Bride Minor herein-before described they shall if and when required by the Tondû Company construct a new bridge for tipping purposes to the reasonable satisfaction of the road authority and of the Tondû Company between the lands in the Tondû Company's occupation at the points marked A and B on the plan signed by John Aloysius Blake the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred over the Company's Porthcawl Branch and over the public road which crosses that branch on the level between the said points and such new bridge shall be on the same level as the existing bridge marked C on the said plan and in the construction of the said new bridge the Company may use the materials of the said existing bridge and the Tondû Company shall allow the Company to enter on the land requisite for such construction :

(2) The price to be paid by the Company for the interest of the Tondû Company in the said lands shall be the sum of fifty pounds and the rent now payable by the Tondû Company in respect of such lands and others shall be apportioned under the provisions of the Lands Clauses Consolidation Act 1845.

Period for compulsory purchase of lands by Company.

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

Power to owners to grant easements.

14. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may 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 any easement right or privilege required for the purposes or under the powers of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply

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to such grants and to such easements rights and privileges as aforesaid respectively.

Owners may be required to sell to Company parts only of certain properties.

15. And whereas in the construction by the Company of the works herein-before authorised or otherwise in the exercise by the Company of the foregoing powers of this Act it may happen that portions only of the lands buildings or manufactories shown on the deposited plans will be sufficient for the purposes of the same and that 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 other persons interested in the lands buildings or manufactories described in the First Schedule to this Act and whereof portions only are required for the aforesaid purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such 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 and other parties interested therein by severance or otherwise:

Provided always that if in the opinion of the jury arbitrators or other authority as aforesaid any such portions cannot be severed from the remainder of such properties without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice.

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

16. Subject to the provisions of this Act the Company and the North-western Company may from time to time enter upon take use and appropriate for the purpose of extending the station siding warehouse coal wharf depôt mineral goods and other accommodation of the said companies and for other purposes connected with their Shrewsbury and Wellington and Shrewsbury and Hereford railways respectively the lands houses and buildings hereinafter described or referred to delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say):

Certain lands in the township of Wellington in the parish of All Saints Wellington in the county of Salop lying on the north

side of and adjoining the Wellington Station on the Shrewsbury and Wellington Railway and extending for a distance of about 7 chains measured in a westerly direction from where the existing north boundary of the said railway intersects King Street and for a distance of about $2\frac{1}{2}$ chains measured along the public street which forms the westerly boundary of the land intended to be taken:

Certain lands in the parish of Bromfield in the county of Salop on the south-west side of the Shrewsbury and Hereford Railway and adjacent thereto, commencing at a point about $2\frac{1}{2}$ chains from the booking office of the Bromfield Station measured along that railway in the direction of Ludlow and extending for a distance of about $5\frac{1}{2}$ chains from the last-mentioned point measured in the same direction.

Period for compulsory purchase of lands by the Company and the North-western Company.

17. The powers of this Act for the compulsory purchase of lands by the Company and the North-western Company shall not be exercised after the expiration of three years from the passing of this Act.

Power to owners to grant easements to Company and North-western Company.

18. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may 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 and the North-western Company in respect of the lands which they are by this Act authorised to acquire any easement right or privilege required for the purposes or under the powers of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges as 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.

Restriction on displacing persons of the labouring class.

19. (1.) The Company shall not under the powers of this Act or under the powers of any other Act extended by this Act purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the 15th day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

(*a.*) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the 15th day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom

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and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(*b.*) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

(4.) Any conditions subject to which the Local Government Board may have approved of any scheme under this section or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the Queen's Bench Division of the High Court of Justice.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court of Justice and shall be carried to and form part of the Consolidated Fund of the United Kingdom:

Provided that the court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any such scheme under this section such scheme shall for all purposes be deemed to be an undertaking of the Company and the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond the metropolis by the Company for the purposes of any scheme under this section

in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of 25 years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions if any as they may see fit.

(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector and the provisions of this subsection shall apply mutatis mutandis to expenses incurred by or on behalf of the said Secretary of State.

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(11.) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

(12.) The provisions of this section shall extend and apply to the Company and the North-western Company in respect of the powers by this Act conferred upon them to acquire lands as fully as if the said section had been re-enacted with reference to those two companies.

Provision with respect to superfluous lands of the Company.

20. And whereas the Company have from time to time purchased or acquired lands adjoining or near to their railway or a station belonging solely or jointly to the Company but which lands are not immediately required for the purposes of their undertaking and it is expedient that the Company should be relieved from the obligation under certain circumstances to sell the same as superfluous lands:

Therefore nothing in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company with which that Act is incorporated with respect to the sale of superfluous lands shall until the expiration of ten years from the passing of this Act be held to apply to any lands and the appurtenances thereto acquired by the Company in the parishes or places enumerated in the First Part of the Second Schedule to this Act any part of which lands adjoins the Company's railway or any station belonging solely or jointly to the Company or is situate within one mile measured along the railway of any station belonging solely or jointly to the Company or which may be required for the purposes of any undertaking belonging solely or jointly to the Company And the Company may during the same period of ten years from the passing of this Act continue to hold such lands and appurtenances although not immediately required for the purposes of their undertaking But they shall at the expiration of such period of ten years sell and dispose of all such parts of such lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking as superfluous lands.

Provision with respect to superfluous lands of the Company and the North-

21. And whereas the Company and the North-western Company have from time to time purchased or acquired lands with or without buildings thereon in connexion with or for the purposes of the Birkenhead Railway but which lands are not immediately required for the purposes thereof and it is expedient that the said 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 North-western Company or to the Birkenhead Railway with which that Act is incorporated with respect to the sale of superfluous lands shall until the expiration 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 North-western Company or either of them in the parishes enumerated in the Second Part of the Second Schedule to this Act any part of which adjoins such undertaking or may be required for the purposes of widening the said railway or making sidings or other works in connexion therewith or is situate within one mile of any station on the said railway And the Company and the North-western Company or either of them 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 But the said companies shall at the expiration of such period of ten years sell and dispose of all parts of such lands which shall not then have been applied to or are not then required for the purposes of the Birkenhead Railway as superfluous lands.

Company and North-western Company may hold lands acquired by agreement.

22. The Company and the North-western Company or either of them may hold and use and apply for and to any purposes connected with their joint undertakings the several lands purchased by them or one of them by agreement described in the Third Schedule to this Act and which are shown on the plans deposited in the Parliament Office of the House of Lords and the Private Bill Office of the House of Commons and entitled "Plans of lands referred to " in the Third Schedule to the Great Western Railway Act 1886."

Extension of time for purchase of lands for Railways Nos. 6 and 7 authorised by Act of 1883.

23. The powers granted by the Company's Act of 1883 for the compulsory purchase of lands so far as the same relate to or affect the Railways Nos. 6 and 7 by that Act authorised are by this Act extended and may be exercised during the period of two years from the 20th day of August 1886 and at the expiration of that period those powers shall cease and determine.

Extension of time for construction of Railways Nos. 6 and 7 authorised by Company's Act of 1883.

24. The powers granted by the Company's Act of 1883 for the construction of the Railways Nos. 6 and 7 by that Act authorised are hereby extended and may be exercised by the Company for the period of three years from the twentieth day of August 1888 and section 30 of the said Act shall be read and construed as if the period limited by this Act for the completion of the said railways had been the period limited by that Act for the completion thereof.

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Extension of time for construction of railway authorised by Carmarthen and Cardigan Railway Act 1881.

25. The powers granted by the Carmarthen and Cardigan Railway Act 1881 for the construction of the railway by that Act authorised are hereby extended and may be exercised by the Company for the period of three years from the twenty-second day of August 1886 and section 15 of the said Act shall be read and construed as if the period limited by this Act for the completion of the said railway had been the period limited by that Act for the completion thereof.

Power to Company to abandon portions of Bristol and South Wales Union Railway.

26. The Company may on and after the opening for public traffic of the Severn Tunnel Railway abandon and discontinue the maintenance of the under-mentioned portions of their Bristol and South Wales Union Railway that is to say:

(*a.*) So much thereof as extends from the point of junction of the Severn Tunnel Railway with that railway about three-quarters of a mile south-eastward of the Pilning Station on the said Bristol and South Wales Union Railway to and inclusive of the pier connected therewith at the New Passage Ferry in the River Severn and the works and conveniences connected with the said portion of railway and pier:

(*b.*) So much thereof as extends from the River Severn to the junction of that railway with the South Wales Railway of the Company in the parish of Portskewett and also the pier connected therewith and the works and conveniences connected with the said portion of railway and pier:

And they may sell and dispose of the said portions of railway and the said piers and the works so abandoned and the lands buildings and ferry connected therewith or so much thereof as they may not desire to retain for sidings or other general purposes of their undertaking:

And the provisions of the Lands Clauses Consolidation Act 1845 with respect to lands acquired by the promoters of the undertaking under the provisions of that or the special Act or any Act incorporated therewith but which shall not be required for the purposes thereof shall apply to the whole or such parts of the site and soil of the portions of railway so discontinued as shall not be so retained by the Company and as are above high-water mark and the prescribed period in those provisions referred to shall mean ten years from the passing of this Act.

Conversion into fixed bridges of swing bridges on South Wales Railway.

27. The Company may convert into fixed bridges the movable or swing bridges by which their South Wales Railway is now carried over the rivers Loughor and Gwendraeth-Fach respectively:

So much and such parts of the South Wales Railway Act 1845 and of any other Act relating to the South Wales Railway as is or

are inconsistent with the foregoing provision of this section shall be and is and are hereby repealed and of no effect.

Vesting in Company of undertaking of Faringdon Company.

28. The agreement between the Faringdon Company and the Company for the vesting in the Company of the undertaking of the Faringdon Company set forth in the Fourth Schedule to this Act is hereby confirmed and made binding upon the parties thereto and upon all persons purporting to be affected thereby and may and shall be carried into effect:

As from the date of completion of the purchase of the said undertaking under the provisions of the said agreement (which date is herein-after referred to as "the vesting period") the undertaking of the Faringdon Company as defined in the said agreement shall be transferred to and vested in the Company:

The Faringdon Company shall as from the vesting period be dissolved except for the purpose of winding up their affairs and applying and appropriating the sum of 9,250*l.* specified in Article 2 of the said agreement with the Faringdon Company and other their assets as provided by this Act and of otherwise carrying into effect the provisions of this Act:

Provided always that at the vesting period all the unexercised powers of the Faringdon Company of raising capital by the creation and issue of shares and of raising money by mortgages and debenture stock shall be and the same are hereby extinguished:

The vesting shall be deemed to be an amalgamation of the undertaking of the Faringdon Company with the undertaking of the Company according to the true intent and meaning of Part V. (relating to amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly so far as the same are not inconsistent with or varied by the provisions herein and in the said agreement contained:

The transfer and vesting shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth and such deed shall be duly stamped with the proper ad valorem duty:

The Company shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within three months from the passing of this Act and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the passing of this Act to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Advertisement of winding-up of Faringdon Company.

29. Within one calendar month after the passing of this Act the Faringdon Company shall publish notice of their intention to wind up their affairs and distribute their assets and such notice shall state that all persons having any charge lien or incumbrance affecting

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the Faringdon Railway or undertaking or having any claim against the Faringdon Company shall send in particulars thereof in writing addressed to the secretaries of that company at their office at Faringdon in order that the same may be satisfied or discharged. Such notice shall be advertised once in the London Gazette and twice in successive weeks in one and the same daily newspaper published in London and in one and the same newspaper published in Berkshire and all claims and demands whatsoever of which the Faringdon Company shall not have received notice in writing within six calendar months from the date of the last insertion of such notice shall be barred as against all parties and the rights of all persons therein or thereunder shall absolutely cease and determine:

Provided always that nothing herein contained shall affect the obligation of the Faringdon Company to discharge the interest on their debenture debt and to pay the rentcharge of seventy pounds a year herein-after referred to up to the thirtieth day of June one thousand eight hundred and eighty-six or the obligation of the Company to adopt the said debenture debt and rentcharge as and from the first day of July one thousand eight hundred and eighty-six as provided by the agreement set forth in the Fourth Schedule to this Act.

Advertisement of distribution of balance of purchase money.

30. With a view to the distribution of the balance of the purchase money divisible as provided by the terms of the agreement set forth in the Fourth Schedule to this Act and which terms are binding on the parties to the agreement and upon all persons purporting to be affected thereby the Faringdon Company shall as soon as may be after the discharge in the manner provided by the said agreement of all debts and liabilities particulars of which shall have been sent into them as herein-before provided give notice that they will on and after a day to be fixed on the notice make such distribution and the said notice shall be advertised once in the London Gazette and a circular letter shall be sent to the proprietors of shares of the Faringdon Company according to their addresses as they appear upon the register of shareholders and the said notice and circular shall specify the places and time at which such distribution will be made.

Payment into court.

31. When the Faringdon Company are for six calendar months after the insertion of the said advertisement unable to ascertain the person to whom any part of the said moneys ought to be paid and who can give an effectual receipt for the same the Faringdon Company may at any time thereafter pay the same into the Chancery Division of the High Court of Justice under the Trustee Relief Act Provided that in all cases where the sum of money to be paid to the representatives or next of kin of a deceased shareholder does not

exceed ten pounds in amount the Faringdon Company may accept such acknowledgment of payment as the board of that company shall deem reasonable under the circumstances of each case.

Power to Company to apply surplus funds for purposes of vesting Faringdon Company's undertaking.

32. The Company may from time to time apply any moneys raised by them from time to time and which are not by any Act made applicable to any special purpose or which being so made applicable are not required for the special purpose to the carrying the vesting into effect to defraying such of the liabilities of the Faringdon Company as are not to be defrayed by that company to completing any portion of the undertaking of that company which may not at the time of the vesting be completed and to putting the undertaking of the Faringdon Company into efficient repair and condition.

After payment of the consideration Company to hold undertaking of Faringdon Company freed and discharged of all liabilities.

33. Notwithstanding anything contained in this Act or the Acts incorporated herewith or in any other Act or Acts from and after the payment issue and receipt of the consideration the Company shall hold the undertaking of the Faringdon Company freed and discharged from all debts liabilities obligations and engagements of that company except as otherwise provided in the agreement between the Company and the Faringdon Company set forth in the Fourth Schedule to this Act.

Faringdon shareholders not to be shareholders of Company.

34. Upon the vesting taking effect then notwithstanding anything contained in section fifty-five of the Railways Clauses Act 1863 the stockholders and shareholders of the Faringdon Company shall not be stockholders or shareholders of the Company or have any right or claim whatsoever upon or against the Company or the transferred undertaking but the payment of the moneys specified in the said agreement and the other considerations therein provided for shall be received and applied by the Faringdon Company in paying and satisfying and discharging all the debts and liabilities to be paid satisfied and discharged by the Faringdon Company according to their priorities and the balance or remainder shall be applied for the benefit of the holders of stocks and shares entitled to participate therein in the Faringdon Company as provided in the agreement set out in the Fourth Schedule to this Act.

As to increase of capital of Company by vesting of Faringdon undertaking.

35. On and after the vesting period the capital of the Company shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of the said agreement Provided always that any additions to the Great Western Railway Company's debenture stock made under the authority or for the purposes of this section shall be deemed to be part of and shall rank pari passu with the other like stock of the Company.

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Further powers as to gauge of the railways of the Fowey Company.

36. The Company on the one hand and the Fowey Company on the other hand may make and enter into and carry into effect contracts and agreements with reference to all or some of the following matters (that is to say):

(*a.*) The laying of an additional rail or additional rails on the railways of the Fowey Company or on some part or parts thereof respectively or the conversion of those railways or some part or parts thereof respectively into railways on a mixed or narrow gauge:

(*b.*) The advance of money by the Company to the Fowey Company for such purposes and as to the repayment of such advances and the terms and conditions on which any such advance shall be made and as to all other matters incident thereto:

The said companies respectively may apply to the purposes aforesaid or some of them any moneys authorised to be raised by them respectively which are not made applicable to any special purpose or which are not required for any purposes to which they may have been made specifically applicable as they shall think expedient and as may be necessary for such purposes or any of them.

Further provision as to gauge on Torbay and Brixham Railway.

37. Notwithstanding anything in the Torbay and Brixham Railway Act 1864 or in any other Act relating to the Torbay and Brixham Railway or anything in any other Act contained the Company may from time to time adapt the Torbay and Brixham Railway or any part or parts thereof and the stations sidings and other works connected therewith to the narrow gauge as well as to the broad gauge or if they think fit may discontinue the broad gauge thereon and may adapt the said railway to the narrow gauge only.

Repeal of parts of Acts relating to gauge.

38. Section sixteen of the Torbay and Brixham Railway Act 1864 section twenty-one of the West Cornwall Railway Act 1846 and section eleven of the West Cornwall Railway Amendment Act 1850 and so far as may be necessary for the purposes aforesaid the Act 9 and 10 Vict. cap. 57 shall be and the same are hereby repealed.

Agreements set forth in schedules confirmed.

39. The several agreements herein-after mentioned and respectively set forth in the Fifth Sixth and Seventh Schedules to this Act are hereby respectively confirmed and made binding upon the parties thereto and may and shall be carried into effect Provided always that the agreements firstly and secondly mentioned shall be subject to revision by the Railway Commissioners in manner provided by section twenty-seven of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873:

(1.) An agreement between the Company and the Helston Railway Company for the working maintenance use and management of the undertaking of the latter company by the Company and for the construction of certain works and for other purposes:

(2.) An agreement between the Abbotsbury Railway Company and the Company for the maintenance working and user of the undertaking of the Abbotsbury Railway Company by the Company and for other purposes:

(3.) An agreement between the North-western Company and the Company on the one hand and the mayor aldermen and citizens of the city of Chester on the other hand as to the contribution by the said two companies of certain moneys towards the improvement of Hoole Lane and Lightfoot Street Chester and for other purposes.

Saving rights of Postmaster General.

40. Nothing in this Act or in any agreement scheduled hereto shall affect the rights of the Postmaster General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertakings of the Helston Railway Company and the Abbotsbury Railway Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertakings for the purposes in the Telegraph Act 1878 specified and the Postmaster General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertakings of the Helston Railway Company and the Abbotsbury Railway Company are owned leased or worked by the Company or amalgamated with the undertaking thereof and as freely and fully in all respects as he was entitled to do before the passing of this Act.

Power to Company and Banbury Company to make agreements.

41. Notwithstanding anything contained in any previous Act relating to the Banbury Company or any award made thereunder the Company and the Banbury Company may make and enter into and carry into effect agreements with reference to the user for the traffic of the Banbury Company of the Company's existing or future stations at Cheltenham or either of them and for the provision by the Company in lieu of the Banbury Company of station accommodation at Cheltenham and as to the alteration and completion of or otherwise in relation to Railway No. 5 authorised by the Banbury and Cheltenham Direct Railway Act 1873 or as to any of the matters aforesaid on such terms and conditions as may be agreed upon and for securing payment to the Company by the Banbury Company of any rent or other consideration for such station accommodation and also for securing payment of any moneys which may be required to be expended by the Banbury Company or the interest thereon or

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which in default of such expenditure by the Banbury Company may be expended by the Company in altering and completing the said authorised Railway No. 5 and the Company if it is so agreed as aforesaid may deduct the amount of such rent or other consideration or the interest on any moneys so required to be expended or expended as aforesaid by them from any moneys payable by them under any of the Acts relating to the Banbury Company or the agreements confirmed by the Banbury and Cheltenham Direct Railway Act 1873 or the Banbury and Cheltenham Direct Railway Act 1883 or otherwise and in priority to any other payments made or to be made under those Acts or agreements.

Power to Company and Corporation of Bristol to make agreements.

42. The Company and the Corporation of Bristol may make and enter into and carry into effect agreements with reference to the use by that corporation of certain lands works and conveniences belonging to the Company near Portishead and for the payment by that corporation to the Company of such rent or other consideration for the same as may be agreed upon or as to any or either of the matters aforesaid or incident thereto or arising thereout and on such terms and conditions as may be agreed upon.

Amendment of Metropolitan Railway Act 1880 in respect of use of name of Hammersmith and City Railway Company.

43. Sections 19 20 and 21 of the Metropolitan Railway Act 1880 shall for all purposes whatever be read and construed as if the names of the Company and the Metropolitan Railway Company had been inserted therein instead of the name of the Hammersmith and City Railway Company.

Subscription to undertaking of Whitland Company.

44. 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 in their own name from time to time subscribe for and take shares in or by lending money on mortgage or subscribing for or taking debenture stock contribute funds towards the undertakings or either of them of the Whitland Company to any amount not exceeding the sum of fifty thousand pounds beyond that (if any) which the Company are already authorised to contribute:

Provided always that the Company shall not sell transfer or dispose of any shares or stock so held by them:

The Company shall in respect of any shares in the Whitland Company 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 company:

The Company when they have become shareholders in the Whitland 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 :

The Company and the Whitland Company may make and carry into effect agreements with respect to the matters aforesaid so as the same are not inconsistent with the provisions of this Act.

Scale of voting in respect of capital of Whitland Company held by Company.

45. And whereas under the Whitland and Taf Vale (Cardigan Extension) Railway Act 1877 the Company were authorised to subscribe ten thousand pounds towards the capital of the Whitland Company and to appoint some person to vote in respect of such subscription in the proportion of three votes in respect of every one hundred pounds capital held by them and it is expedient that one scale of voting should be prescribed in respect of all the capital of the Whitland Company held by the Company Therefore from and after the passing of this Act any person appointed by the Company to vote at meetings of the Whitland Company shall be entitled to vote in the proportion of one vote in respect of every fifty pounds of the capital of the Whitland Company held by the Company.

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

46. The Company may from time to time apply to all or any of the purposes of this Act to which capital is properly applicable 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 raise capital by the issue of 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 Provided that all money raised by the issue of such shares or stocks shall be applied only to purposes to which capital is properly applicable.

Power to Whitland Company to raise additional capital.

47. The Whitland Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 and in addition to their authorised capital raise for the purposes of their undertakings or either of them by the creation and issue of new preference shares or stock with such rate of dividend not exceeding five pounds per centum per annum attached thereto as that company may determine any additional capital not exceeding in the whole sixteen thousand pounds but that company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person or corporation 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 :

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The capital in new preference shares so created may with the consent of the holders of the preference share capital of the Whitland Company created and issued under the authority of the Whitland and Cardigan Railway Act 1881 form part of and rank pari passu with such preference share capital.

Calls on Whitland Company's shares.

48. One fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three fourths of the amount of a share shall be the utmost aggregate amount of calls made in any year upon any share.

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

49. Except as by this Act otherwise provided the holders of the new shares or stock created by the Whitland Company under this Act shall be entitled to vote in respect thereof as if such new shares or stock were preference shares of the Whitland Company existing at the time of the passing of this Act.

Receipt to Whitland Company on behalf of incapacitated persons.

50. If any money be payable to any shareholder in the Whitland Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Whitland Company for the same.

Power to Whitland Company to borrow.

51. The Whitland Company may in respect of the additional capital of sixteen thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking in addition to the sums which they are already authorised to borrow any sum or sums not exceeding in the whole five thousand three hundred pounds but no part of such sum of five thousand three hundred pounds shall be borrowed until shares for so much of the additional capital by this Act authorised to be raised as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Whitland 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 such 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 such 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 such respective capital as is to be raised by means of stock is fully paid up and the Whitland 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 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 Whitland 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.

Provisions as to appointment of a receiver of Whitland Company.

52. Every provision in any Act passed before the present session of Parliament whereby the Whitland Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by that company of arrears of principal money or interest or principal money and interest shall be and the same are hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision. The mortgagees of the Whitland Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal or interest or principal and interest the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Priority of existing mortgages of the Whitland Company.

53. All mortgages and bonds granted by the Whitland Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and bonds have priority over any mortgages of the Whitland Company granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Whitland Company.

Whitland Company may create debenture stock.

54. The Whitland 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 and of all mortgages at any time after the passing of this Act created and issued or granted by that company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Application of moneys by Whitland Company.

55. All moneys raised by the Whitland Company under this Act whether by shares debenture stock or borrowing shall be applied only for the general purposes of the Whitland Company's under-

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takings being in every case purposes to which capital is properly applicable.

Power to Fowey Company to raise additional capital.

56. The Fowey Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 from time to time raise for the general purposes of their undertaking any additional capital not exceeding the sum of fifteen thousand pounds by the issue of new ordinary shares or stock or new preference shares or stock or wholly or partially by any of such means with such rate of dividend or interest not exceeding six pounds per centum per annum attached thereto as the Fowey Company may determine.

Shares of the Fowey Company not to be issued until one-fifth part thereof paid up.

57. The Fowey Company shall not issue any share created under the authority of this Act of a less nominal amount than ten pounds nor shall any share vest in the person or corporation 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.

Calls on Fowey Company's shares.

58. One fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

As to votes in respect of preferential shares or stock of Fowey Company.

59. The holders of the new shares or stock created by the Fowey Company under this Act to which a preferential dividend shall be assigned shall be entitled to vote in respect thereof as if such new shares or stock were ordinary shares of the Fowey Company.

Receipt to Fowey Company on behalf of incapacitated persons.

60. If any money be payable to any shareholder in the Fowey Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Fowey Company for the same.

Power to Fowey Company to borrow.

61. The Fowey Company may in respect of the additional capital of fifteen thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage any further sums not exceeding in the whole five thousand pounds but no part of the said sum of five thousand pounds shall be borrowed until shares for so much of the additional capital by this Act authorised to be raised as is to be raised by means of shares are issued and accepted and one half thereof is paid up and the Fowey 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 such capital have been issued and accepted and that one half

thereof has been paid up and that not less than one fifth part of the amount of each separate share in such 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 such respective capital as is to be raised by means of stock is fully paid up and the Fowey Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued 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 such capital is raised by shares that such persons or corporations their executors administrators successors or assigns are legally liable for the same. Upon production to such justice of the books of the Fowey Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Provisions as to appointment of a receiver of Fowey Company.

62. Every provision in any Act passed before the present session of Parliament whereby the Fowey Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing [illegible] by that company of arrears of interest or principal payment by [illegible] interest shall be and the same is money or principal money and interest by any appointment which hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision. The mortgagees of the Fowey Company may enforce payment of arrears of interest or principal or principal and interest due on their respective mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than five hundred pounds in the whole.

Priority of existing mortgages of Fowey Company.

63. All mortgages granted by the Fowey Company in pursuance of the powers of any Act of Parliament passed before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages have priority over any mortgages of the Fowey Company granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Fowey Company.

Debenture stock of Fowey Company.

64. The Fowey 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

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of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Fowey Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Application of moneys by Fowey Company.

65. All moneys raised under this Act by the Fowey Company whether by shares or stock or debenture stock or borrowing shall be applied only to the purposes for which they respectively are by this Act authorised to be raised or to the general purposes of their undertaking being in every case purposes to which capital is properly applicable.

Power to Company and North-western Company to apply corporate funds to purposes of Act.

66. The Company and the North-western Company respectively may apply to the purposes of this Act which they are respectively empowered to carry into execution and to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Acts relating to such companies respectively and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Interest not to be paid on calls paid up in the Company and other companies.

67. No interest or dividend shall be paid out of any share or loan capital which the Company or the Whitland Company or the Fowey Company respectively are by this or any other Act authorised to raise 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 those companies 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.

68. The Company and the Whitland Company and the Fowey Company respectively shall not out of any money by this Act authorised to be raised by them respectively 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 either of them to construct any railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

69. Nothing in this Act contained shall exempt the Company or their railways or the Whitland Company or their railways or the Fowey 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 those companies respectively.

Costs of Act.

70. 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.

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SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

DESCRIBING LANDS BUILDINGS AND MANUFACTORIES whereof portions only are required to be taken by the Company.

Number on deposited Plan.	Description of Property.
	Footpath in the Parish of St. John's Swansea and stopping up of Footpath there.
1	Rough ground and footpath.
4	Footpath and approach.
	Lands in the Parish of Aberystruth.
1	River and bank.
2	Vacant ground and approach to garden.
4	Vacant ground river and bank.
5	Road and land by side.
	Lands in the Parish of St. Bride Minor.
2	Rough ground tips and watercourse.

SECOND SCHEDULE.

FIRST PART.

SUPERFLUOUS LANDS of the COMPANY.

Berkshire.

Denchworth.
Enborne.
Harwell.
Kintbury.
Letcombe Regis.
Milton.

Berkshire—cont.

Shrivenham.
South Hinksey.
Speen.
Steventon.
Uffington.
Wantage.
West Hendred.

Bristol (City and County of the City of).
St. Philip and Jacob Bristol.
Temple.
Carmarthenshire.
Kidwelly.
Llanfihangel Abercowin.
Pembrey.
St. Clears.
Cheshire.
St. Mary on Hill.
Denbighshire.
Gresford.
Ruabon.
Wrexham.
Devonshire.
Burlescombe.
Halberton.
Holcombe Rogus.
Sampford Peverell.
Tiverton.
Willand.
Dorsetshire.
Fordington.
Flintshire.
Hawarden.
Glamorganshire.
Aberavon.
Cadoxton.
Coychurch.
Coyty.
Llangafelach.
Llanharan.
Llantrissant.
Loughor.
Neath.
Peterstone super Ely
Gloucester (City and County of the City of).
St. Mary Lode.
Gloucestershire.
Awre.
Bisley.
Cheltenham.
Haresfield.
Longhope.
Lydney.
Minchinhampton.
Rodborough.
St. Catherine Gloucester.
Gloucestershire—cont.
St. George Bristol.
St. Philip and Jacob Bristol.
Sapperton.
South Hamlet.
Stroud.
Tidenham.
Woolaston.
Herefordshire.
Bridstow.
King's Caple.
Much Dewchurch.
St. Nicholas Hereford.
St. Owen Hereford.
Monmouthshire.
Bishton.
Christchurch.
Goytre.
Llanvihangel Crucorney.
Magor.
Matherne.
Panteague.
Portskewett.
Rumney.
St. Bride's Wentlooge.
St. Mellons.
Undy.
Northamptonshire.
King's Sutton.
Oxfordshire.
Banbury.
Begbroke.
Bletchington.
Kidlington.
Souldern.
Woolvercot.
Pembrokeshire.
Johnston.
Rudbaxton.
Wiston.
Shropshire.
Albrighton.
Baschurch.
Oswestry.
Ruyton.
St. Mary Shrewsbury.
Selattyn.
Shiffnal.
Wellington.

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Shropshire—cont.
Whittington.
Wrockwardine.

Somersetshire.
Aller.
Bathford.
Bathwick.
Berkley.
Bridgwater.
Chard.
Chilton Trinity.
Clevedon.
Corston.
Creech St. Michael.
Curry Rivell.
Durston.
Hatch Beauchamp.
Huish Episcopi.
Ilminster.
Kenn.
Keynsham.
Knowle St. Giles.
Lyng.
Martock.
North Petherton.
Puriton.
Ruishton.
Saltford.
Taunton St. James.
Thorn Falcon.
Wembdon.
West Monkton.
Yatton.
Yeovil.

Staffordshire.
Codsal.
Handsworth.
Harborne.
West Bromwich.

Warwickshire.
Birmingham.
Budbrooke.
Farnborough.
Great Alne.
Harbury.
Hatton.
Lapworth.
Leamington Priors.
Packwood.
Rowington.
St. Mary Warwick.
Solihull.

Wiltshire.
Box.
Chippenham.
Christian Malford.
Codford St. Peter.
Corsham.
Dauntsey.
Langley Burrell.
Laycock.
Limpley Stoke.
Purton.
Stratton St. Margaret.
Swindon.
Trowbridge.
Wootton Bassett.

SECOND PART.

SUPERFLUOUS LANDS of the COMPANY and the NORTH-WESTERN COMPANY.

Cheshire.
Bebington.
Birkenhead.
Dunham-on-the-Hill.
Elton.
Frodsham.
Great Neston.
Helsby.
Hoole.
Ince.
Ledsham.
Little Neston.

Cheshire—cont.
Lower Bebington.
Lower Walton.
Mickle Trafford.
Moore.
Neston.
Plemstall.
Runcorn.
Sutton.
Thornton-in-the-Moors.
Tranmere.
Willaston.

THIRD SCHEDULE.

LANDS ACQUIRED BY THE COMPANY AND THE NORTH-WESTERN COMPANY.

In the County of the City of Chester.

Certain lands in the parish of St. John the Baptist in the county of the city of Chester containing 1 acre and 32 perches and lying on the northern side of and adjoining the Birkenhead Joint Railway from Chester to Warrington and on the eastern side of and adjoining Station View Road.

In the County of Chester.

Certain lands in the parish of Frodsham in the county of Chester containing 2 acres and 34 perches on the south-eastern side of the Frodsham Station on the Birkenhead Joint Railway from Chester to Warrington and partly adjoining Church Street Frodsham and the triangular piece of ground on the north-easterly side of the footbridge at the Warrington end of the said station.

FOURTH SCHEDULE.

MEMORANDUM OF AGREEMENT made this seventeenth day of June one thousand eight hundred and eighty-six between the Faringdon Railway Company (herein-after called the Faringdon Company) of the one part and the Great Western Railway Company (herein-after called the Great Western Company) of the other part.

WHEREAS by the Faringdon Railway Act 1860 the Faringdon Company were incorporated and authorised to make a railway commencing by a junction with the Great Western Railway at a point at or near the sixty-six and one quarter mile post on the Great Western Railway measuring from London in the township of Balking otherwise Baulking and county of Berks and terminating at the town of Faringdon And whereas the capital of the Faringdon Company consists of a debenture debt of seven thousand five hundred pounds now secured by debentures of that company which have matured and the payment of which is now due and of twelve thousand five hundred pounds in preference shares of ten pounds each and ten thousand pounds in ordinary shares of ten pounds each the whole of which have been issued and are fully paid up and the Faringdon Company have in addition granted a rentcharge of seventy pounds per annum and are indebted to their solicitors and others to the extent of one thousand four hundred pounds or thereabouts And whereas by the Great Western Railway Act one thousand eight hundred and seventy-three it was enacted that the vesting of the undertaking of the Faringdon Company in the Great Western Company might be effected upon terms and conditions and in the manner and subject to the provisions in the said last-mentioned Act specified And whereas it has been agreed between the companies parties hereto that the Faringdon

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Company shall sell and the Great Western Company shall purchase the undertaking of the Faringdon Company as herein defined upon the terms and conditions herein-after appearing Now therefore these presents witness and it is hereby agreed and declared by and between the companies parties hereto as follows:

1. The Faringdon Company will sell and the Great Western Company will purchase the undertaking of the Faringdon Company upon the terms and conditions herein-after appearing.

2. The consideration for the said sale and purchase shall be (*a*) the adoption by the Great Western Company as on and from the 1st day of July 1886 of the debenture debt of the Faringdon Company (*b*) the adoption by the Great Western Company of the said rentcharge of seventy pounds as on and from the same date and (*c*) the payment by the Great Western Company to the Faringdon Company of the sum of nine thousand two hundred and fifty pounds in cash within two calendar months from the date of the Royal Assent being given to the Bill herein-after mentioned.

3. The receipt or acknowledgment under the common seal of the Faringdon Company authenticated by the signatures of any three of the directors of that company shall be a good and sufficient discharge for any payments that may be made by the Great Western Company to the Faringdon Company in pursuance of this agreement and the Great Western Company shall not be bound to see to the application or be accountable for the non-application of the said purchase money or other payments or any part thereof.

4. The purchase upon completion shall be deemed to have taken effect as and from the first day of July one thousand eight hundred and eighty-six up to which date the interest on their debenture debt shall be paid by the Faringdon Company and from which date the undertaking of the Faringdon Company including therein all railways lands buildings property rights and privileges except moneys securities for money or debts due or belonging to the Faringdon Company on revenue account with their appurtenances possessed held or acquired by the Faringdon Company shall be vested in the Great Western Company freed and discharged from all debts liabilities obligations and engagements of every description of the Faringdon Company except the said debenture debt and the said rentcharge which shall be adopted by the Great Western Company on the terms herein contained and the Great Western Company shall also pay to the Faringdon Company at the accustomed date the proportion of earnings payable to the Faringdon Company under the existing working agreement up to the thirtieth of June 1886 and shall further pay interest upon the said sum of nine thousand two hundred and fifty pounds at the rate of four pounds per centum per annum from the said first day of July one thousand eight hundred and eighty-six until the payment or tender of the purchase money.

5. The Faringdon Company shall apply the said sum of nine thousand two hundred and fifty pounds so to be paid to them by the Great Western Company as aforesaid and all other their assets (*a*) in payment of the interest upon their debenture debt up to the thirtieth day of June one thousand eight hundred and eighty-six and the proportion of the said rentcharge accrued due at the same date (*b*) in payment and satisfaction of all other their debts and liabilities except their said debenture debt and the interest thereon as from the first of

July one thousand eight hundred and eighty-six and the said rentcharge as from the same date and (*c*) shall divide and distribute the residue of such said sum and other their assets (if any) amongst the shareholders of the Faringdon Company rateably as between the shareholders of the same class according to the number of shares in that class held by them respectively and as between holders of the preference shares and the ordinary shares of the Faringdon Company in such proportions that every holder of a fully paid-up preference share shall receive in respect of each such share twice as much (and no more) as shall be paid to every holder of a fully paid-up ordinary share in respect of each such ordinary share held by him and so in proportion.

6. Subject to the adoption by the Great Western Company on the terms herein provided as and from the 1st day of July 1886 of the debenture debt of the Faringdon Company and of the said rentcharge to an amount not exceeding seventy pounds per annum the Great Western Company notwithstanding such sale and purchase as aforesaid shall not nor shall their undertaking be in any way subject or liable to any claims or demands whatsoever on the part of any of the holders of the debentures of the Faringdon Company or the creditors of the Faringdon Company or of any of the holders of the stocks or shares in the Faringdon Company or of any other person or persons in respect of any debts or liabilities of the Faringdon Company.

7. As between the Great Western Company and the Faringdon Company except as herein expressly otherwise provided the Faringdon Company shall pay and satisfy all charges liens and incumbrances upon or affecting their undertaking or any part thereof and the claims and interests of all persons having claims upon the Faringdon Company whether as holders of mortgages debentures preference or other shares or stock of or in the Faringdon Company or otherwise and the Faringdon Company shall indemnify the Great Western Company against all damages costs charges and expenses and every claim or liability whatever in respect of any of the matters aforesaid or in any way arising thereout or consequent thereon and the Great Western Company shall in like manner indemnify the Faringdon Company against all claims as and from the 1st day of July 1886 in respect of the debenture debt of seven thousand five hundred pounds and rentcharge of seventy pounds per annum adopted by the Great Western Company as aforesaid.

8. The Faringdon Company shall not after the date of this agreement create or issue any new stock or shares or incur any new liability whatever without the consent of the Great Western Company.

9. The Faringdon Company shall as and from the completion of the purchase be dissolved except for the purpose of applying and appropriating the said sum of nine thousand two hundred and fifty pounds and other their assets and winding up their affairs and when the sum available for distribution shall have been distributed as provided by this agreement the Faringdon Company shall be deemed to have been wound up.

10. The Faringdon Company shall upon completion of the purchase hand over to the Great Western Company all conveyances deeds agreements land and property plans parliamentary plans and sections books of reference plans and documents of title relating to land purchased by or held in trust for or otherwise in any way affecting the undertaking of the Faringdon Company but the Faringdon Company may retain their common seal and all books of account

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minute books registers transfer books and all other books or documents necessary for the conduct of the internal affairs of the Faringdon Company or the winding up of their undertaking as herein provided until the first day of July one thousand eight hundred and eighty-seven when the same shall be handed over to the Great Western Company who in the meantime shall have access free of charge at all reasonable times to all such books plans registers and other documents. It is hereby distinctly agreed that the titles accepted by the Faringdon Company for the lands purchased by such company for the purposes of the said Faringdon Railway shall be similarly accepted by the Great Western Company.

11. This agreement and everything herein contained is subject to the necessary powers being obtained from Parliament which it is agreed shall be applied for by the Great Western Company in their Bill of the present session. Each company undertakes without cost to the other to use its best efforts to obtain the passing of such Bill and to supply such evidence and assistance as may be necessary for that end. In the event of such powers not being so obtained this agreement shall ipso facto determine.

12. If and whenever any difference arises between the Faringdon 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 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 for arbitration under that Act.

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

The common seal of the Faringdon Railway Company was hereunto affixed in the presence of
D. BENNETT, Chairman.
GEORGE JAS. HAINES, } Secretaries.
GEO. F. CROWDY, }

Seal of the Faringdon Railway Company.

The common seal of the Great Western Railway Company was hereunto affixed in the presence of
J. D. HIGGINS.

Seal of the Great Western Railway Company.

FIFTH SCHEDULE.

Articles of Agreement made the 5th day of April 1882 between the Helston Railway Company (herein-after called the Helston Company) of the one part and the Great Western Railway Company (herein-after called the Great Western Company) of the other part.

Whereas the Helston Company were incorporated by the Helston Railway Act 1880 and were thereby authorised to make and maintain with all proper stations approaches works and conveniences connected therewith a railway which is therein described as—

A railway 8 miles and 5 furlongs in length commencing by a junction with the West Cornwall Railway of the Great Western Railway Company on a siding near the Gwinear Road Station thereof in the parish of Gwinear and terminating in the borough and ecclesiastical parish of Helston in a field on the west of the turnpike road or public highway leading from Helston to Redruth.

And whereas a Bill is now pending in Parliament under the name or short title of the Great Western Railway Bill No. 1 by which amongst other things it is proposed to authorise the Great Western Company and the Helston Company or either of them to make and maintain with all proper stations approaches works and conveniences connected therewith the railways following that is to say :—

A railway (herein-after referred to as the Gwinear Road Extension Railway) to be wholly situate in the parish of Gwinear in the county of Cornwall commencing by a junction with the authorised railway of the Helston Company and terminating on the southern side of the railway of the Great Western Company on land belonging to that Company and adjoining their railway.

A railway (herein-after referred to as the Helston Extension Railway) commencing in the parish of Wendron in the county of Cornwall by a junction with the authorised railway of the Helston Company and terminating in the parish and borough of Helston at a point about 33 yards to the southward of the town prison Helston.

And whereas the Great Western Company are the owners of amongst others the West Cornwall Railway with which railway the Helston Railway communicates and it would be to the convenience of the public and the interest of the parties hereto would be promoted by the Helston Railway and the Helston Extension Railway being worked by the Great Western Company and in friendly connexion with that Company so as to develop and protect the traffic of each other and the traffic to be interchanged between the two systems of railway and the Great Western Company are willing to work in connexion with their system the railways of the Helston Company and the companies parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing.

Now therefore these presents witness and it is hereby mutually agreed by and between the Helston Company for themselves their successors and

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assigns and the Great Western Company for themselves their successors and assigns each covenanting for their own acts and defaults only as follows that is to say :—

Article 1. The expression "Helston Railway" wherever herein-after employed means and includes the Helston Railway as already authorised and the Helston Extension and Gwinear Road Extension Railways if sanctioned by Parliament and the sidings stations approaches lands works and conveniences connected therewith.

Article 2. The word "traffic" wherever herein-after employed means and includes all passenger animals goods minerals small parcel and other traffic of what nature or kind soever whether local or through to be conveyed by the Great Western Company on the "Helston Railway" or any part thereof and the words "local traffic" wherever herein-after used mean traffic originating and terminating on the Helston Railway and the words "through traffic" wherever herein-after used mean traffic passing over the Helston Railway or some part thereof and also over any railways or some part of a railway from time to time owned leased or worked by the Great Western Company.

Article 3. The Helston Company will on or before the 1st day of January 1885 make and complete the Helston Railway (unless otherwise agreed with the Great Western Company) with a single line of rails on the narrow gauge except so much of the Helston Railway as will be rendered unnecessary by the construction of the Helston Extension and Gwinear Road Extension Railways including all proper and sufficient conveniences works appliances and things junctions passing places sidings terminal and other stations station houses station fittings ticket cases furniture furnishing stores weighing machines sheds cranes water water-tanks water-cranes cattle pens turntables signals lamps electric telegraphs telegraph instruments and all other works and conveniences also including all proper and sufficient dwelling-houses at level crossings where necessary by law so that the railway shall at the latest by the said 1st day of January 1885 or such other time as may be agreed upon between the Helston Company and the Great Western Company be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic and to the reasonable satisfaction of the engineer for the time being of the Great Western Company Provided always that in the event of any difference arising between the Great Western Company and the Helston Company as to the reasonableness of or necessity for any requirement of the engineer of the Great Western Company under this article such difference shall be referred to the determination of some civil engineer to be agreed upon between the said companies and upon their failing to agree to the determination of an engineer to be appointed by the Board of Trade on the application of either company and the award of such engineer shall be binding and conclusive on the Great Western Company and the Helston Company.

Article 4. The Helston Company will for the first twelve months after the opening of the Helston Railway for public traffic uphold and maintain the same and all the various works matters and things mentioned in Article 3 in substantial repair and good working order and condition and at the expiration of the twelve months leave the same in like repair and condition to the reasonable satisfaction of the engineer of the Great Western Company.

Article 5. Before the opening of the Helston Railway for public traffic the Helston Company will to the reasonable satisfaction of the engineer of the Great Western Company make all such arrangements as shall be proper and sufficient for enabling the Great Western Company on and after the opening of the said railway for public traffic to work and use the same in accordance with this agreement.

Article 6. The Great Western Company will on or before the day on which the Helston Railway is completed and opened for public traffic construct at their own costs charges and expenses the works coloured pink on the plan signed by William George Owen and Sylvanus William Jenkin as relative hereto for the enlargement of the said Company's station at Gwinear Road and the accommodation of the traffic of the Helston Railway at that station and also the lines of rails coloured pink on the said plan and shall acquire so far as may be requisite the lands necessary for such works and lines of rails and the Helston Company shall on or before the same day construct at their own cost charges and expenses the line of rails coloured brown on the said plan and also the junctions hatched and coloured brown thereon and shall acquire so far as may be requisite the lands necessary for such purpose and the Helston Company shall also contribute a sum not exceeding £120 to cover the extra cost of additional locking and gates at the level crossing shown on the said plan Provided always that if Parliament do not sanction a crossing on the level of the road shown on the said plan by the line of rails coloured brown or if the Board of Trade should at any time require a bridge to be constructed in lieu of the level crossing such bridge and the necessary approaches thereto shall be constructed by and at the expense of the Helston Company at or near to the point where a bridge is shown on the said plan and such bridge shall span the lines of rails coloured blue brown and red thereon and the Helston Company shall also acquire at their own cost the land necessary for such purpose.

Article 7. For the first period of seven years after the opening of the Helston Railway for public traffic if during that period the said railway is worked maintained and managed by the Great Western Company under this agreement the Great Western Company will make no charge to the Helston Company for the use for the purposes of the traffic of the Helston Railway of their Gwinear Road Station or for the services performed in respect thereof at that station and after the expiration of the said period of seven years the Helston Company shall pay to the Great Western Company for the use of the said station and the works and conveniences connected therewith such sum or sums as may from time to time be agreed upon between the Helston Company and the Great Western Company or failing agreement as shall be determined by arbitration in the manner herein-after provided and the sum from time to time so to be paid by the Helston Company to the Great Western Company as aforesaid may be retained by the Great Western Company out of the Helston per-centage as a first charge thereon.

Article 8. If and whenever after the opening of the Helston Railway for public traffic any additional sidings or other works or conveniences are found requisite for the due development or the safe and convenient reception accommodation conveyance or delivery of traffic thereon or for compliance with the requirements of any Acts of Parliament or of the Board of Trade or as respects the reasonable requirements of road surveyors in reference to devia-

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tions or alterations and maintenance of roads or the obligation of any contract binding on the Helston Company the same shall so far as properly chargeable to capital be provided by and at the expense of the Helston Company and when completed shall for the purpose of this agreement be deemed to be part of the Helston Railway and in the event of difference between the Helston Company and the Great Western Company as to any of the provisions of this article the same shall be referred to a single arbitrator to be appointed under the provisions of the Railway Companies Arbitration Act 1859.

Article 9. The Helston Company will not at any time during the continuance of this agreement act as carriers on the Helston Railway or any part thereof and they will abstain from doing or concurring in anything which might directly or indirectly interrupt impede interfere with or in any way disturb the exercise or quiet enjoyment by the Great Western Company of any of the rights powers and privileges intended to be secured to them by this agreement but subject to the proviso in Article 18 herein-after contained.

Article 10. After the expiration of twelve calendar months from the opening for public traffic of the Helston Railway and during the continuance of this agreement the Great Western Company will maintain the said railway and the works connected therewith in substantial repair in good working order and condition and so deliver up at the expiration or determination of this agreement.

Article 11. Upon the certificate of the Board of Trade authorising the opening of the Helston Railway for public traffic being obtained notwithstanding the same may be so obtained prior to the time herein-before specified for the completion of the railway and upon compliance by the Helston Company with such of the provisions of this agreement as have reference to the completion of the said railway and the works conveniences appliances and other things connected therewith and herein-before referred to also as relate to the opening and working of the said railway for public traffic and relating thereto the Great Western Company will thenceforth during the continuance of this agreement at their own cost expense and risk other than such risk as may arise from the failure of any of the works of the Helston Railway or the maintenance thereof during the first twelve months after the opening of the said railway for public traffic work the Helston Railway and convey traffic thereon in a proper safe and convenient manner and so as fairly and reasonably to develop and accommodate the traffic of the district to be served by such railway and from time to time will run a proper and reasonably sufficient number of trains thereover and thereon and in convenient connexion so far as reasonably may be with trains on their West Cornwall Railway.

Article 12. With respect to the conveyance of troops police or mails or other traffic if any which the Helston Company are from time to time specially called on to convey on the Helston Railway or any part thereof the Great Western Company will from time to time act as agents for the Helston Company in conveying the same and duly perform their duties in that behalf.

Article 13. On and after the opening of the Helston Railway for public traffic and during the continuance of this agreement the Great Western Company will at their own cost and expense provide and employ all station masters booking clerks porters engine drivers guards watchmen workmen and

servants for the Helston Company (except the secretary and his staff) and will supply all such locomotive power engines carriages trucks rolling stock (but not waggons or trucks for mineral traffic) plant stores material and labour as shall be proper and sufficient for the working and user of the Helston Railway and the Helston Company shall not be bound to employ or provide any such person or thing Provided always that if the Great Western Company provide waggons or trucks for mineral traffic on the West Cornwall Railway they shall do so on the Helston Railway as if it formed part of the said West Cornwall Railway.

Article 14. On and after the opening of the Helston Railway for public traffic and during the continuance of this agreement the Great Western Company shall have exercise and enjoy at their own expense and risk and for their own benefit for the purpose of the management maintenance repair working and user by them of such railway all the rights powers and privileges whatsoever in that behalf of the Helston Company and as fully and effectually as if the Helston Railway was part of the Great Western Railway.

Article 15. The Great Western Company will in the exercise of their rights powers and privileges under this agreement in all respects duly perform and observe the several provisions with respect to the management maintenance repair working and user of the Helston Railway and the traffic thereon contained in the Acts from time to time in force with respect to the same and will at all times indemnify and keep indemnified the Helston Company from and against all obligations and liabilities in that behalf and all penalties for failures losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Great Western Company or any of their directors agents officers or servants in relation thereto.

Article 16. On and after the opening for public traffic of the Helston Railway and during the continuance of this agreement the Helston Company will bear and pay all rentcharges rents rates or taxes and assessments usually paid by landowners in the county of Cornwall and the Great Western Company will bear and pay all tithes rentcharges in lieu of tithes and all other outgoings in respect of the working and maintenance of the said railway properly chargeable against revenue except property or income tax and except the remuneration of the auditors and directors of the Helston Company and the salaries of their secretary and officers and their office expenses and staff all of which are to be borne and paid by the Helston Company.

Article 17. If and whenever after the opening of the Helston Railway for public traffic and during the continuance of this agreement the Great Western Company make or satisfy any expenditure or liability of the Helston Company properly chargeable against the capital of the Helston Company under the provisions of this agreement or make any other payments for or advances to that company the amount paid or applied or advanced by the Great Western Company in that behalf shall be a debt due to them from the Helston Company and shall bear interest at the rate of five pounds per cent. per annum from the time of the payment application or advance of the same by the Great Western Company to the time of the repayment thereof by the Helston Company and shall so far as respects any expenditure liability or advances properly chargeable to capital be repaid by the Helston Company to the Great Western Company

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out of the first capital of the Helston Company which may be or can be made available for that purpose and if necessary application shall be made to Parliament or to the Board of Trade for power to raise such capital as may be necessary and as respects any expenditure liability or advances if any properly chargeable to revenue the same may from time to time be deducted with interest thereon out of the Helston per-centage herein-after referred to.

Article 18. On and after the opening for public traffic of the Helston Railway and during the continuance of this agreement the tolls fares rates and charges in respect of the same and the traffic thereon shall from time to time be fixed or appointed by the Great Western Company and the general manager of the Great Western Company shall have and may exercise the same powers and authorities in and over the undertaking of the Helston Company and the traffic thereof as he shall for the time being have the power to exercise over the Great Western Railway and all the tolls fares rates and charges for traffic including terminal charges shall be so fixed by the Great Western Company as under all the circumstances fairly and reasonably to develop such traffic provided that if at any time the Great Western Company or the said general manager shall make and levy tolls or fares which in the opinion of the Helston Company are not fair and reasonable as between the two companies then it shall be lawful for the said Helston Company to call on the Great Western Company to refer the matter of such tolls or fares to arbitration as provided for in Article 31 of these presents.

Article 19. The gross amount of all the tolls fares rates charges rents and all other revenues of the Helston Company from time to time payable to that company and the Great Western Company respectively in respect of the Helston Railway and the lands works and property connected therewith and the traffic on the said railway and receivable by the Great Western Company and by the Helston Company or either of them shall after the deduction therefrom of Government-duty on passengers be divided between and belong to the two companies in the following proportions that is to say :—

The Helston Company shall receive thereout 50 per cent. of the said gross amount (herein called the Helston per-centage) and the Great Western Company shall receive the remaining 50 per cent. thereof and the sums received or retained by the Great Western Company under this article shall be deemed to satisfy and cover all their expenses of and incident to the management maintenance repair working and user by them of the Helston Railway and their other expenditure and liabilities in respect thereof under this agreement.

Article 20. The gross amount referred to in the last preceding article shall comprise the following namely :—

(1.) The gross tolls fares rates charges rents and all other revenues of the Helston Company including the usual clearing house station to station terminals receivable in respect of all local traffic.

(2.) A full mileage proportion of all the gross tolls fares rates and charges receivable in respect of all through traffic after the deduction of the usual clearing house terminals.

(3.) All such station terminals in respect of stations upon the Helston Railway on through traffic arising at or terminating at stations upon the Helston Railway but the Gwinear Road Station is not to be considered a

station on the Helston Railway Provided that in any case paid ons and moneys received or receivable for the collection cartage and delivery of goods and traffic of every description to or from any terminus or station of the Great Western Company's railways or of the Helston Railway shall not be included in such gross amount but the Great Western Company shall be entitled to deduct and retain the same prior to any division.

Article 21. The payments to be made by the Great Western Company to the Helston Company to carry out the provisions of the foregoing articles shall be made half-yearly within fourteen days after the 1st day of March and the 1st day of September in each year in respect of the period ending on the previous 31st day of December or 30th day of June as the case may be Provided that in case an interval of less than half-a-year shall elapse between the first opening of the Helston Railway for public traffic and the 30th day of June or the 31st day of December (as the case may be) next following the sums payable under this agreement shall be apportioned accordingly.

Article 22. Each of the companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement which accounts and vouchers shall be open at reasonable times for the inspection and transcription of the directors and agents of the companies respectively and the companies respectively will afford to each other all proper and sufficient facilities for the inspection and where reasonably necessary for the transcription of such accounts and vouchers.

Article 23. With respect to all through traffic the accounts of the tolls fares rates and charges for the same shall be so kept as that an equal mileage proportion thereof except as herein-before specially provided (including terminals) shall be attributed to the Helston Railway and the several railways from time to time worked or used by the Great Western Company respectively subject to any special division from time to time agreed between the Great Western Company and the Helston Company or any other company and so as to show the fairness of the apportionment.

Article 24. Each of the companies will within fifty days after the 30th of June and the 31st day of December in every year transmit to the other an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

Article 25. If and whenever either of the companies within forty days after the transmission to them of any abstract of accounts requires the other company to verify the same they will do so and the abstract of accounts shall if necessary be made correct and shall thenceforth be deemed a settled account or if they permit the forty days to pass without requiring the verification of the abstract of accounts the same shall thereupon be deemed a settled account and no account once settled shall be re-opened.

Article 26. Every notice request account or other writing to be given by either of the companies to the other of them for any of the purposes of this agreement shall be sufficient if it be signed by the secretary of the company giving the notice or be left for them at as regards the Helston Company their principal office at Camborne or such other place as they shall from time to time give notice in writing of to the Great Western Company and as regards the Great Western Company their principal office at Paddington or such other

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place as they shall from time to time give notice in writing of to the Helston Company.

Article 27. The Helston Company shall before the opening for public traffic of the Helston Railway deliver or cause to be delivered to the Great Western Company free of charge the following:

1. The parliamentary plans and sections of the Helston Railway.
2. Books of reference to the plans.
3. The working plans and sections or a copy thereof.
4. Copies of all contracts agreements covenants or obligations whatsoever including those with owners lessees and occupiers or others as to accommodation or other works sidings and level crossings.

And in the event of the Helston Company failing to do so the Great Western Company in addition to such remedies as they may have against that company for not doing so or to compel them to do so may obtain at the expense of the Helston Company a copy of such of the above as they can obtain and may deduct the cost thereof from the first moneys payable by them to or on behalf of the Helston Company or may recover the same against the Helston Company in any court of competent judicature.

Article 28. No land belonging to the Helston Company shall be disposed of by them in any way as superfluous land unless it has been previously declared in writing by the general manager and engineer of the Great Western Company for the time being that such land is not required for the then present or proximate traffic of the Helston Railway or for the maintenance or purposes of that railway and the Great Western Company if they think fit may in any lands of the Helston Company excavate remove and use any material or materials which may be required for ballasting maintaining and repairing or otherwise in connexion with the Helston Railway or any part thereof or for the purposes of that railway without payment therefor.

Article 29. This agreement to be in perpetuity and to be subject to the approval of the proprietors of the Great Western Company and of the Helston Company respectively at a general meeting of each of the said companies specially 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 subject to such approval this agreement shall be in perpetuity.

Article 30. The Great Western Company may in the next or any subsequent session of Parliament apply to Parliament for a confirmation of this agreement and the Helston Company shall if required to do so by and at the cost of the Great Western Company give all aid in their power to the successful prosecution of such application And this agreement shall be subject to such alterations as Parliament may think fit to make therein but if the committee on the Bill make any material alteration in this agreement it shall be competent to any of the parties hereto to withdraw the same.

Article 31. If and whenever any difference arises between the Helston Company or their assigns and the Great Western Company or their assigns touching the true intent or construction of this agreement or anything to be done suffered or omitted in pursuance of this agreement or any of the incidents or consequences of this agreement or touching the carrying into effect

of any of the articles of this agreement or any breach or non-fulfilment or alleged 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 any claim or demand relating to any such liability or damages losses costs or expenses or otherwise relating to the premises every such difference shall in the first instance be referred to the chairmen of the two companies And if or so far as they shall fail to determine thereon the same as well as every other question or matter herein-before provided to be determined by arbitration shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 the arbitrator or umpire as the case may be to be appointed in the event of difference by the leading Queen's counsel on the Northern Circuit for the time being and every question or matter so referred shall be deemed to be in difference between the companies parties thereto and this article shall accordingly be and have effect as an agreement between the Companies 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.

The common seal of the Helston Railway Company was hereto affixed in the presence of

JOHN R. DANIELL,
Secretary

L.S. of the Helston Railway Company.

F. CARTWRIGHT,
Solicitor, Camborne.

L.S. of the Great Western Railway Company.

SIXTH SCHEDULE.

Articles of Agreement made the 8th day of February 1883 between the Abbotsbury Railway Company (herein-after called the Abbotsbury Company) of the one part and the Great Western Railway Company (herein-after called the Great Western Company) of the other part.

Whereas the Abbotsbury Company were incorporated by the Abbotsbury Railway Act 1877 and were thereby authorised to make and maintain with all proper stations approaches works and conveniences connected therewith a railway which is therein described as a railway commencing in the parish of Upway by a junction with the Wilts Somerset and Weymouth Railway and terminating in the parish of Abbotsbury all in the county of Dorset.

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And whereas by the Abbotsbury Railway Act 1882 the Abbotsbury Company were amongst other things authorised to make and maintain with all proper stations approaches works and conveniences connected therewith the following deviations of their authorised railway that is to say :—

Deviation Railway No. 1.—A railway commencing in the parish of Broadway by a junction with the Wilts Somerset and Weymouth Railway of the Great Western Company at a point 25 yards or thereabouts measured in a northerly direction from the mile post on that railway indicating 166 miles from Paddington and terminating in the parish of Upway by a junction with the authorised railway of the Abbotsbury Company at or near the western boundary of a field numbered 13 on the plans deposited in respect of the Abbotsbury Railway with the clerk of the peace for the county of Dorset in the month of November 1876.

Deviation Railway No. 2.—A railway commencing in the parish of Portesham by a junction with the authorised railway of the Abbotsbury Company on the eastern side of and adjoining a lane called or known as Coryates Lane and in a field numbered 19 on the plans deposited as aforesaid and terminating in the same parish by a junction with the said authorised railway in a field on the eastern side of the bridge partly constructed by the Abbotsbury Company over the public carriage road which adjoins the dairy known as Portesham Dairy And by the same Act the Company were authorised to abandon so much of their authorised railway as was intended to be situate between the commencement and termination of the respective railways thereby authorised to be constructed.

And whereas the Great Western Company are the owners of the Wilts Somerset and Weymouth Railway with which railway the railway of the Abbotsbury Company when constructed will communicate and it would be to the convenience of the public and the interests of the parties hereto would be promoted thereby if the railway of the Abbotsbury Company were worked by the Great Western Company and in friendly connexion with that Company so as to develop and protect the traffic of each other and the traffic to be interchanged between the two systems of railway And the Great Western Company are willing to work in connexion with their system the railway of the Abbotsbury Company and the companies parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing.

Now therefore these presents witness and it is hereby mutually agreed by and between the Abbotsbury Company for themselves their successors and assigns and the Great Western Company for themselves their successors and assigns each covenanting for their own acts and defaults only as follows that is to say :—

Article 1. The expression "the railway" whenever herein employed means and includes the railway of the Abbotsbury Company as authorised except so far as the same is to be abandoned under the authority of the said recited Act and the deviation railways authorised by the said recited Act and the sidings stations junctions approaches lands works and conveniences connected therewith respectively.

Article 2. The word "traffic" whenever herein employed means and includes all passenger parcel mails minerals animals goods merchandise and all other traffic whatsoever whether local or through to be conveyed by the Great

Western Company on the railway or any part thereof and the words "local traffic" whenever herein used mean traffic originating and terminating on the railway and the words "through traffic" whenever herein used mean traffic passing over the railway or some part thereof and also over any railways or some part of a railway from time to time owned leased or worked by the Great Western Company.

Article 3. The expression "paid up capital" wherever herein employed means and includes so much as from time to time is paid up whether on deposit or calls or in anticipation of calls of the capital authorised to be raised by the Abbotsbury Company by shares by any Act of Parliament relating to the Abbotsbury Company not exceeding so much as may from time to time be agreed on between the Great Western Company and the Abbotsbury Company and as may be necessarily and actually expended in the construction of the railway.

Article 4. The Abbotsbury Company will unless otherwise agreed with the Great Western Company make and complete the railway with a single line of rails on the narrow gauge but with over-bridges for a double line and with efficient permanent way consisting of steel rails of approved section 75 pounds to the yard and with all proper and sufficient junctions passing places sidings terminal and other stations station-houses station fittings ticket cases furniture weighing machines engine and other sheds cranes water water-tanks water-cranes cattle pens turntables signals electric telegraphs telegraph instruments dwelling-houses at level crossings where necessary and all other works and conveniences so that the railway shall at the latest by the time limited by the said recited Acts for the completion thereof or such other time as may be agreed upon between the Abbotsbury Company and the Great Western Company be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic and also to the reasonable satisfaction of the engineer for the time being of the Great Western Company herein-after called "the engineer" Provided always that in the event of any difference arising between the Great Western Company and the Abbotsbury Company as to the reasonableness of or necessity for any requirement of the engineer under this article such difference shall be referred to the determination of some civil engineer to be agreed upon between the companies and upon their failing to agree to the determination of an engineer to be appointed by the Board of Trade on the application of either company and the award of such engineer shall be binding and conclusive on both companies Provided always that the Abbotsbury Company will for the first 12 months after the opening of the railway for public traffic maintain the same and all the various works matters and things mentioned in this article in substantial repair and good working order and condition.

Article 5. Before the opening of the railway for public traffic the Abbotsbury Company will to the reasonable satisfaction of the engineer make all such arrangements as shall be proper and sufficient for enabling the Great Western Company on and after the opening of the railway for public traffic to work and use the same in accordance with this agreement.

Article 6. If and whenever after the opening of the railway for public traffic any additional sidings or other works or conveniences are found expedient or necessary for the due development or the safe convenient or economical

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reception accommodation conveyance or delivery of traffic carried or to be carried over the railway or for compliance with the requirements of any Acts of Parliament or of the Board of Trade or as respects the reasonable requirements of road surveyors in reference to deviations or alterations and maintenance of roads or the obligation of any contract binding on the Abbotsbury Company the same shall at the request of the Great Western Company be provided by and at the expense of the Abbotsbury Company and when completed shall for the purpose of this agreement be deemed to be part of the railway in the event of difference between the Abbotsbury Company and the Great Western Company as to any of the provisions of this article the same shall be referred to arbitration as herein-after provided If and whenever hereafter it is found necessary for the fulfilment by the Abbotsbury Company of any of the articles of this agreement to be fulfilled by them at the request or with the sanction of the Great Western Company that they shall make or incur any expenditure or liability beyond the amount which they are then authorised to raise by shares and by borrowing respectively they will apply to Parliament or to the Board of Trade under the provisions of the Railway Companies Powers Act 1864 for and use their utmost endeavours to obtain an Act authorising them to raise the requisite amount by shares and borrowing respectively.

Article 7. The Abbotsbury Company will not at any time act as carriers on the railway or any part thereof and they will abstain from doing or concurring in anything which might directly or indirectly interrupt impede or interfere with or in any way disturb the exercise or quiet enjoyment by the Great Western Company of any of the rights powers and privileges intended to be secured to them by this agreement.

Article 8. On and after the opening of the railway for public traffic the Great Western Company may and shall manage work and use the same and the traffic thereon in accordance with this agreement.

Article 9. On and after the expiration of twelve months after the opening of the railway for public traffic the Great Western Company will maintain and keep the same in substantial repair and in good working order and condition.

Article 10. On and after the opening of the railway for public traffic the Great Western Company may and will use and cause the same to be used for all traffic to be from time to time conveyed thereon And the Abbotsbury Company will from time to time to the reasonable satisfaction of the engineer afford to the Great Western Company all such accommodation and facilities as shall be proper and sufficient for the safe and convenient user by them of the railway and of every part thereof and the reception accommodation conveyance and delivery of traffic.

Article 11. On and after the opening of the railway for public traffic the Great Western Company will work the same as part of the Great Western system of railways and convey traffic thereon in a proper safe and convenient manner and so as fairly to develop the traffic of the district to be served by the railway and from time to time will run proper and reasonably sufficient trains thereover and thereon and in convenient connexion with trains on their Wilts Somerset and Weymouth Railway.

Article 12. With respect to the conveyance of troops police or mails or other traffic if any which the Abbotsbury Company are from time to time specially

called on to convey on the railway or any part thereof the Great Western Company will from time to time act as the agents for the Abbotsbury Company in conveying the same and duly perform their duties in that behalf.

Article 13. On and after the opening of the railway for public traffic the Great Western Company will provide and employ all station-masters booking clerks porters engine-drivers guards watchmen workmen and servants and all other officers for the Abbotsbury Company (except their secretary and his staff) and will provide all such locomotive power engines carriages trucks rolling stock (other than waggons for mineral traffic which shall be supplied only to the extent to which and under the circumstances in which waggons for such traffic may for the time being be supplied on their Wilts Somerset and Weymouth line) plant stores material and labour as shall be proper and sufficient for the working and user of the railway by the Great Western Company and the reception accommodation conveyance and delivery by them of the traffic thereon and the Abbotsbury Company shall not be bound to employ or provide any such person or thing.

Article 14. On and after the opening of the railway for public traffic the Great Western Company shall have exercise and enjoy at their own expense and risk and for their own benefit for the purpose of the management maintenance repair working and user by them of the railway all the rights powers and privileges whatsoever in that behalf of the Abbotsbury Company and as fully and effectually as if the railway were part of the Great Western Railway.

Article 15. The Great Western Company will in the exercise of their rights powers and privileges under this agreement in all respects duly perform and observe the several provisions with respect to the management maintenance repair working and user of the railway and the traffic thereon contained in the Acts from time to time in force with respect to the same and will at all times indemnify and save harmless the Abbotsbury Company from and against all obligations and liabilities in that behalf and all penalties for failure losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Great Western Company or any of their directors agents officers or servants in relation thereto.

Article 16. On and after the opening of the railway for public traffic the Abbotsbury Company will bear and pay all tithes rentcharges rents rates or taxes and assessments usually paid by landowners or properly chargeable against capital and the Great Western Company will bear and pay all rates or taxes assessments salaries wages and other outgoings in respect of the railway properly chargeable against revenue except property or income tax and Government duty and except the remuneration of the directors and auditors of the Abbotsbury Company and the salaries of their secretary and officers and their office expenses.

Article 17. From time to time after the opening of the railway for public traffic the Abbotsbury Company shall make and satisfy all expenditure and liability properly chargeable against capital.

Article 18. If and whenever after the opening of the railway for public traffic the Great Western Company make or satisfy any expenditure or liability of the Abbotsbury Company properly chargeable against capital the amount paid or applied by the Great Western Company in that behalf shall be a debt

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due to them from the Abbotsbury Company and shall bear interest at the rate of 5*l.* per cent. per annum from the time of the payment application or advance of the same by the Great Western Company to the time of the repayment thereof by the Abbotsbury Company.

Article 19. On and after the opening of the railway for public traffic the tolls fares rates and charges in respect of the same and the traffic thereon shall from time to time be fixed by the general manager for the time being of the Great Western Railway and he shall have power to fix and quote such rates and fares as he may think proper and necessary and shall in other respects have and may exercise the same powers and authorities in and over the railway and the traffic thereof as he shall for the time being have power to exercise over the Great Western Railway and in the event of the Abbotsbury Company objecting to any of the tolls fares rates and charges so fixed the same shall be settled by arbitration in the manner herein-after provided.

Article 20. The gross amount of all the tolls fares rates rents and charges from time to time payable to the Abbotsbury Company and the Great Western Company respectively in respect of the railway and the traffic thereon and receivable by the Great Western Company or the Abbotsbury Company shall after deduction therefrom of the Government duty on passengers be divided between and belong to the two companies in the following proportions (that is to say):

The Abbotsbury Company shall receive thereout 50 per cent. of the said gross amount herein-after called the Abbotsbury per-centage and the Great Western Company shall retain or receive the remaining 50 per cent. thereof and the sums retained or received by the Great Western Company under this article shall be deemed to satisfy and cover all their expenses of and incident to the management maintenance repair working and user by them of the railway and their other expenditure and liabilities in respect of the working thereof under this agreement.

Article 21. If and whenever after the opening of the railway for public traffic the amount of the Abbotsbury per-centage together with all other sources of income shall not in any year calculated from the 1st day of January to the 31st day of December amount to a sum sufficient to pay a dividend at the rate of 5*l.* per cent. per annum on the Abbotsbury paid up capital as defined by Article 3 then in order to make up the deficiency the Great Western Company will pay or allow at the times herein mentioned to the Abbotsbury Company as a rebate a sum not exceeding 5*l.* per cent. upon the proportion belonging to the Great Western Company of the receipts (less carted terminals) arising from all through-booked traffic carried in trains of the Great Western Company between stations upon the railway and stations on the Great Western Railway (other than stations on lines worked or worked over by the Great Western Company).

Article 22. The gross amount referred to in Article 20 shall comprise all the gross tolls fares and charges (including the usual clearing house station to station terminals) receivable in respect of all local traffic and a full mileage proportion of all the gross tolls fares rates and charges receivable in respect of all through traffic after the deduction of the usual clearing house station to station terminals including all terminals on traffic arising or terminating at stations upon the railway but not including in any case paid ons and moneys received or receiv-

able and actually paid or expended for the collection cartage and delivery of goods and traffic of every description to or from any terminus or station on the Great Western Railway or beyond the whole of which the Great Western Company shall be entitled to deduct and retain prior to any division and shall also include all rents and other revenues of the Abbotsbury Company but excluding the rebate herein referred to.

Article 23. The payments to be made by the Great Western Company to the Abbotsbury Company to carry out the provisions of this agreement shall be made half yearly within fourteen days after the first day of March and the first day of September in each year in respect of the period ending on the previous thirty-first day of December or thirtieth day of June as the case may be Provided that in case an interval of less than half a year shall elapse between the first opening of the railway for traffic and the thirtieth day of June or the thirty-first day of December (as the case may be) next following the sums payable under this agreement shall be apportioned accordingly.

Article 24. Each of the companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement which accounts and vouchers shall be open at all reasonable times for the inspection of and transcription by the directors and agents of the companies respectively and the companies respectively will afford to each other all proper and sufficient facilities for such inspection and transcription accordingly.

Article 25. Each of the companies will within twenty-eight days after the thirtieth day of June and the thirty-first day of December in every year transmit to the other an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

Article 26. If and whenever either of the companies shall within thirty days after the transmission to them of any abstract of accounts require the other company to verify the same they will do so and the abstract of accounts shall if necessary be made correct and shall thenceforth be deemed a settled account or if they permit the thirty days to pass without requiring a verification of the abstract of accounts the same shall thereupon be deemed a settled account and no account once settled shall be re-opened.

Article 27. Every notice request account or other writing to be given by either of the companies to the other of them for any of the purposes of this agreement shall be sufficient if it be signed by the secretary of the company giving the notice and be left for them at as regards the Abbotsbury Company their principal office at Portesham or at such other place of which they shall from time to time give notice in writing to the Great Western Company and at as regards the Great Western Company their principal office at Paddington or such other place of which they shall from time to time give notice in writing to the Abbotsbury Company.

Article 28. The Abbotsbury Company shall before the opening for public traffic of the railway deliver or cause to be delivered to the Great Western Company free of charge the following:

1. The parliamentary plans and sections of the Abbotsbury Railway as originally authorised and of the deviation railways.
2. Books of reference to the plans.
3. The working plans and sections or a copy thereof.

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4. Copies of all contracts agreements covenants or obligations whatsoever including those with owners lessees and occupiers or others as to accommodation or other works sidings and level crossings.

And in the event of the Abbotsbury Company failing to do so the Great Western Company in addition to such remedies as they may have against that company for not doing so or to compel them to do so may obtain at the expense of the Abbotsbury Company a copy of such of the above as they can obtain and may deduct the cost thereof from the first moneys payable by them to or on behalf of the Abbotsbury Company or may recover the same against the Abbotsbury Company in any court of competent jurisdiction.

Article 29. No land belonging to the Abbotsbury Company shall be disposed of by them in any way as superfluous land unless it has been previously declared in writing by the general manager and engineer of the Great Western Company for the time being that such land is not required for the then present or proximate traffic of the railway or for the maintenance or purposes of the railway and the Great Western Company if they think fit may in and upon lands of the Abbotsbury Company excavate remove and use any material or materials which may be required for ballasting maintaining and repairing or otherwise in connexion with the railway or any part thereof or for the purposes of the railway without payment therefor.

Article 30. This agreement shall be subject to the approval of the proprietors of the Abbotsbury Company and of the Great Western Company respectively at a general meeting of each of the said companies specially 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 subject to such approval this agreement shall so far as the companies can legally agree be in perpetuity.

Article 31. All matters herein-before referred to arbitration and all differences which may arise between the Abbotsbury Company or their assigns and the Great Western Company or their assigns touching the true intent or construction of this agreement or touching anything to be done suffered or omitted in pursuance of this agreement or touching any of the incidents or consequences of this agreement or touching the carrying into effect of any of the articles of this agreement or touching any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement or touching any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or non-fulfilment or touching any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises shall be referred to and determined by a single arbitrator to be appointed in the event of difference by the Attorney General for the time being but save as expressly varied by this article such arbitration shall be held and conducted 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 companies parties hereto and this article shall accordingly be and have effect as an agreement between the companies for arbitration under that Act.

Article 32. Either the Abbotsbury Company or the Great Western Company shall be at liberty to apply in the next or any subsequent session of Parliament for a confirmation of this agreement and both companies shall bonâ fide use their best endeavours to obtain such confirmation. This agreement is made

subject to such alterations as Parliament may think fit to make therein but if the committee on the Bill make any material alteration therein it shall be competent for either the Abbotsbury Company or the Great Western Company to withdraw the same.

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

The common seal of the Abbotsbury Railway Company was hereunto affixed in the presence of

WILLIAM MANFIELD,
Secretary.

Seal of the Abbotsbury Railway Company.

Seal of the Great Western Railway Company.

SEVENTH SCHEDULE.

HOOLE LANE AND BRIDGE (now known as Station View Road) CHESTER.

MEMORANDUM OF TERMS provisionally (on the passing of the Corporation Bill now pending in Parliament into law) arranged between the London and North-western Railway Company and the Great Western Railway Company (herein-after called the Companies) and the Chester Corporation this 5th day of May 1884.

1. The Companies to contribute 1-3rd (one-third) of an estimated sum of 1,175*l.* (one thousand one hundred and seventy-five pounds) or say 392*l.* (three hundred and ninety-two pounds) which includes the raising of a small section of Lightfoot Street.

This is exclusive of land the cost of which the Companies are not to be called upon to contribute.

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2. The works comprised in the 1,175*l.* (one thousand one hundred and seventy-five pounds) include the improvements the whole length of the lane from Hoole Lane Locks to Peploe Street.

The inclination of the road shall not be steeper than one in twenty on the Peploe Street side of the present bridge and it shall be so formed as to give sufficient height to enable the Companies to construct a bridge for 4 (four) additional lines of railway under the Station View Road without raising the level of the roadway when altered the difference in cost between this arrangement and the plan annexed marked "A" proposed by the city surveyor dated July twentieth one thousand eight hundred and eighty-one shall be borne by the Companies.

3. The works to be commenced (and with all reasonable dispatch proceeded with) within two years from the passing of the present Corporation Bill provided the Companies meantime obtain the necessary sanction of the Hoole Local Board and parties other than the Corporation thereto within twelve months from the passing of the said Bill into law or if such necessary sanction has not been so obtained within that period then within twelve months from the Companies obtaining such sanction or parliamentary powers authorising such gradient but in no case except by agreement between the parties hereto after five years from the passing of the said Corporation Bill.

4. If the Corporation prior to the commencement of the works desire the existing bridge to be widened so as to give a width of roadway not exceeding thirty feet between the parapets such existing bridge shall be widened accordingly. The cost thereof shall be borne by the Corporation.

5. The Corporation may (instead of widening the existing bridge) provide a footpath by removing the parapet walls of the present bridge the work to be carried out by Companies engineer at Corporation expense.

6. The Companies to have the right to carry as many lines of railway under Station View Road as they may desire. The bridges for carrying the road over the additional lines provided for in this article and in Article 2 to be constructed at the expense of the Companies and to be girder bridges and if the Corporation shall decide to widen the existing bridge within the extent named in Article 4 hereof then such additional bridges shall be of like width the inclination of the approach on the Peploe Street side shall be one in twenty all cost additional beyond that already provided for in Article 2 aforesaid caused by the disturbance of the roadway or in obtaining that gradient shall be paid by the Companies.

7. The Companies shall maintain the fabric of the existing bridge whether widened or not also the fabric of the new bridge but the Corporation shall after the completion of the works maintain the road whether widened or not from the boundary dividing the city of Chester from the district of the Hoole Local Board to Hoole Lane Locks.

8. The Companies to give up without payment or compensation such of their land coloured red as is shown on the plan annexed marked "B" for carrying out this improvement reserving to themselves rights of frontage.

9. A proper agreement to give effect to this memorandum to be duly executed by the parties prior to the said Bill passing committee in the House of Commons.

(Signed) WALKER, SMITH AND WAY,
For the Chester Corporation.
5th May, 1884.

CHARLES BROWN,
Mayor.

Seal of the Corporation of the City of Chester.

Seal of the London and North-western Railway Company.

Seal of the Great Western Railway Company.

LONDON: Printed by EYRE and SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1886.