CHAPTER lxxxviii.

An Act for conferring further powers upon the Great Western Railway Company and for other purposes. [4th August 1926.]

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WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to make and maintain the railway and the deviation and widening of railway and other works and to exercise the powers by this Act 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 and that the acquisition of other lands already acqu red should be sanctioned and confirmed:

And whereas plans and sections showing the lines and levels of the railway and the deviation and widening of railway and other works by this Act authorised and plans showing the lands by this Act authorised to be acquired compulsorily 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 such railway and deviation and widening of railway and other works will be constructed and such lands are situated and are hereinafter respectively referred to as the deposited plans sections and books of reference:

[*Price* 2*s.* 6*d. Net.*]

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And whereas it is expedient that the Company should be authorised to abandon and discontinue the maintenance and use of Railway No. 2 authorised by the Barry Railway Act 1896 and Railways Nos. 3 and 4 authorised by the Barry Railway Act 1898 and of the Dimbath Branch Railway and the Castella Branch Railway and of certain portions of the Stratford and Moreton Railway and to retain and hold or to sell and dispose of the lands forming the site of those railways or portions of railway and to exercise the powers hereinafter mentioned in connection therewith :

And whereas the Cork City Railways Company were by the Cork City Railways Act 1906 incorporated and empowered to construct certain railways and other works in the county borough of Cork in the Irish Free State :

And whereas the greater portion of the capital of the Cork City Railways Company was subscribed for and held by the Company and the head office of the Cork City Railways Company is situate at Paddington Station in the county of London :

And whereas the undertaking of the Cork City Railways Company was by the Great Southern Railways Absorption (No. 2) Scheme 1925 made in pursuance of the provisions of the Act of the Saorstát Eireann intituled the Railways Act 1924 transferred to and absorbed by the Great Southern Railways Company and it is expedient that the Cork City Railways Company should be dissolved :

And whereas it is expedient that the time now limited for the compulsory purchase of certain lands authorised to be acquired under various Acts relating to the Company should be extended as provided by this Act :

And whereas it is expedient that the Company should be authorised to apply their funds to the purposes of this Act :

And whereas it is expedient that some of the provisions of the existing Acts of the Company should be amended or repealed and that the other powers in this Act mentioned should be conferred :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

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May it therefore please Your Majesty that it may be enacted and be it enacted by the King'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 1926.

Incorporation of general Acts.

2. The following Acts and Parts of an Act so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts :

Provided always that any question of disputed compensation under this Act or any Act incorporated therewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party.

The Railways Clauses Consolidation Act 1845.

Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways 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 " the railway " means the new railway by this Act authorised.

Protection of gas and water mains of local authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority or water board and shall be construed as if " local authority " and " water board " were mentioned in those sections in addition to " company " or " society," provided that any penalties recovered under section 23 shall be appropriated to that

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fund of the local authority or water board to which their revenues in respect of water or gas (as the case may be) are appropriated.

Power to make new railway and works.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railway and the deviation and widening of railway hereinafter described with all proper works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company The new railway and the deviation and widening of railway hereinbefore referred to and authorised by this Act are :—

A railway 1 furlong and 5·46 chains in length wholly in the parish and county borough of Swansea in the county of Glamorgan commencing by a junction with the sidings of the Company along the southern side of the Prince of Wales Dock and terminating by a junction with Railway No. 3 authorised by the Swansea Harbour Act 1901.

A deviation and widening 1 furlong and 3·92 chains in length wholly in the county of Carmarthen of the Carmarthen and Cardigan Railway of the Company commencing in the parish of Saint Peter's and borough of Carmarthen north-east of the bridge which carries that railway over the River Towy and terminating in the parish of Llangunnor in the rural district of Carmarthen south-west of that bridge.

And the Company may abandon and discontinue the maintenance and use of so much of the said railway between the commencement and termination of the said deviation and widening as may not be required for the purposes of the Company and may sell and dispose of or retain hold or appropriate the site and soil thereof for the purposes of the said intended deviation and widening and for the general purposes of the Company.

Railway rates and charges.

6. The railway shall for the purposes of tolls fares rates and charges be deemed to be part of the Swansea Harbour Railway of the Company.

The deviation and widening of railway by this Act authorised shall for the said purposes be deemed to be part of the Carmarthen and Cardigan Railway of the Company.

Power to deviate.

7. In making the railway and deviation and widening of railway and works in connection therewith by this Act authorised the Company may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and vertically from the levels shown on the deposited sections to any extent not exceeding 5 feet upwards and 5 feet downwards or to such further extent as they may find necessary or convenient and as may be sanctioned by the Minister of Transport Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Works below high-water mark to be subject to approval of Board of Trade.

8.—(1) Subject to the provisions of this Act any work authorised by this Act shall only be constructed so far as the same shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides in accordance with plans and sections approved by the Board of Trade under the hand of one of the secretaries or assistant secretaries of the Board of Trade and subject to such restrictions and regulations as the said Board may prescribe before such work is begun.

(2) Any alteration or extension of any such work shall be subject to the like approval.

(3) If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such cost shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

Lights on works during construction.

9.—(1) The Company shall at or near such part of the works by this Act authorised as shall be below high-water mark of ordinary spring tides during the whole time of the construction alteration or extension of the

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(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Permanent lights on works.

10.—(1) After the completion of the works by this Act authorised the Company shall at the outer extremity of those works below high-water mark of ordinary spring tides exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Corporation of Trinity House Deptford Strond shall from time to time direct.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Provision against danger to navigation.

11.—(1) In case of injury to or destruction or decay of the works by this Act authorised or any part thereof so far as the same shall be constructed on under or over any tidal waters or tidal lands below high-water mark of ordinary spring tides the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Corporation of Trinity House Deptford Strond and shall apply to that corporation for directions as to the means to be taken.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding ten pounds and in the case of a continuing offence to an additional penalty not exceeding one pound for every day during which they omit after conviction thereof so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Survey of works by Board of Trade.

12. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of any work constructed by the Company under the powers of this Act which shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides or of the site upon which it is proposed to construct any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

Abatement of work abandoned or decayed.

13.—(1) Where any work constructed by the Company under the powers of this Act and situate wholly or partially on under or over the shore or bed of the sea or of any creek bay arm of the sea or navigable river communicating therewith below high-water mark of ordinary spring tides is abandoned or suffered to fall into decay the Board of Trade may by notice in writing either require the Company at their own expense to repair and restore such part of such work as is situate below high-water mark of ordinary spring tides or any portion thereof or require them to abate or remove the same and restore the site thereof to its former condition to such an extent and within such limits as the Board of Trade may think proper.

(2) Where any part of such work which has been abandoned or suffered to fall into decay is situate above the high-water mark of ordinary spring tides and is in such condition as to interfere or to cause reasonable apprehension that the same may interfere with the right of navigation or other public rights over the foreshore the Board of Trade may include any such part of such work or any portion thereof in any notice under this section.

(3) If during the period of thirty days from the date when the notice is served upon the Company they have failed to comply with such notice the Board of Trade may execute the works required to be done by the notice at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or summarily as a civil debt.

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For protection of Swansea Corporation.

14. For the protection of the mayor aldermen and burgesses of the county borough of Swansea (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say):—

(1) Before commencing the construction of the railway the Company shall submit to the corporation plans and sections showing the manner in which it is intended to construct the railway over or adjoining the existing sewer and water mains of the corporation and if it shall be found necessary to strengthen or protect any such sewer or main so as to prevent any injury or damage thereto the Company shall at their own cost execute any such works (including the provision of concrete round the same or in the case of any such main the substitution of steel mains therefor) for strengthening or protecting such sewer or main as the corporation may reasonably require:

(2) All such strengthening or protective works shall be constructed under the superintendence and to the reasonable satisfaction of the surveyor of the corporation and shall be kept in repair and maintained to the reasonable satisfaction of the corporation at the expense of the Company:

(3) In constructing the railway over the said sewer the Company shall construct to the reasonable satisfaction of the corporation a manhole on either side of the railway for the purpose of enabling the servants of the corporation to obtain access to such sewer:

(4) If by reason of the construction of any such works as aforesaid the said sewer or water mains shall be injured or damaged the Company shall at their own expense make good such injury or damage to the reasonable satisfaction of the corporation:

(5) In constructing the railway the Company shall provide to the reasonable satisfaction of the corporation a level crossing over the railway at a point between the commencement thereof and the bridge to carry the railway over the

Tennant Canal to be agreed between the Company and the corporation or failing agreement determined by arbitration in manner hereinafter provided The same rights as now exist of user of or passage over and along the existing roads and ways crossed by the railway shall attach to the said level crossing but nothing in this subsection shall be deemed to be an admission by the Company that any public rights exist over the said roads and ways :

(6) In constructing the western approach road to the bridge for carrying the Vale o Neath Road over the Company's Swansea Harbour Railway near the King's Dock the Company shall not deviate upwards from the levels of the said approach road as shown on the deposited sections :

(7) The Company shall construct the said bridge and the approaches thereto of a clear width of forty feet between the parapets or fences thereof and in such manner as to permit the corporation to lay under the footpath or footpaths of the bridge such cables mains pipes and apparatus of such sizes as the corporation may reasonably require for their sewerage system and their water or electricity undertakings and as may be reasonably practicable having regard to the character of the structure :

(8) Nothing in this section contained shall prejudice or affect the rights of the Company or the corporation under any agreement relating to the said sewer or water mains and where the provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall prevail :

(9) If any difference shall arise between the Company and the corporation under this section the same shall be referred to and determined by an arbitrator to be appointed unless otherwise agreed in writing by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and the provisions of the Arbitration Act 1889 shall apply to any such reference.

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For protection of Charles Coombe Tennant and others.

15. The following provisions shall apply and have effect for the protection of Charles Coombe Tennant or other the owner or owners for the time being of the Tennant Estate and Canal situate in the county of Glamorgan (hereinafter in this section collectively referred to as "the owners") unless otherwise agreed in writing between the owners and the Company (that is to say) :—

(1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not in constructing the railway unnecessarily interfere with the Tennant Canal or impede the navigation thereof or the flow of water therein or the towing-path thereof but shall carry the said railway across the said canal and towing-path by means of a bridge of a clear span of at least forty-three feet measured square to the abutments with perpendicular stone or concrete walls carried down at least seven feet six inches below the level of the said towing-path and with a clear headway between the under-part of the said bridge and the said towing-path and the water level of the canal of not less than seven feet six inches The said bridge shall be constructed according to plans and sections to be first submitted to and reasonably approved by the owners and in all respects to the reasonable satisfaction of the owners and the roadway adjoining the western side of the said canal shall be carried across the said railway by means of a level crossing to the like satisfaction :

(2) If at any time the said canal be deepened or widened and such deepening or widening shall necessitate the alteration underpinning or strengthening of the said bridge the owners shall be at liberty at their own expense to execute such works of alteration underpinning and strengthening as may be necessary to the reasonable satisfaction and under the superintendence (if the same be given) of the engineer of the Company and in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the said engineer :

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(3) Any question or difference arising between the owners and the Company under the provisions of this section shall be settled by an engineer or other fit person to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of English Crown Spelter Company Limited.

16. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not purchase otherwise than by agreement any portion of the lands or property of the English Crown Spelter Company Limited south of the red line shown on the plan signed by John Christian Lloyd on behalf of the Company and Ernest Holtham Leeder on behalf of the English Crown Spelter Company Limited but they shall be at liberty to acquire an easement under the lands hatched blue on the said plan for the purpose of the diversion of road in the county borough of Swansea authorised by this Act.

For protection of Carmarthenshire County Council.

17. For the protection of the county council of the administrative county of Carmarthen (in this section referred to as "the county council") the following provisions shall unless otherwise agreed in writing between the county council and the Company have effect (that is to say):—

(1) Notwithstanding anything contained in this Act or shown on the deposited plans or sections the Company shall not raise the level of the road numbered on the said plans 22 in the parish of Llangunnor which is crossed on the level by the Carmarthen and Cardigan Railway of the Company except so far as may be necessary for making level with so much of that road as forms the site of the said railway the portion of the said road which adjoins such site on the southern side to the extent requisite for the laying thereon of one additional line of rails:

(2) (*a*) Simultaneously with the construction of the deviation and widening of the said Carmarthen and Cardigan Railway by this Act authorised the Company shall at their own expense widen the road crossing the said railway on the level with a carriageway of a width of thirty-eight

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feet and a footpath of a width of six feet on each side of such carriageway together with a wicket gate at each end of each of the said footpaths in line with the gates enclosing the level crossing as altered under the provisions of this Act ;

(*b*) The position and alignment of the said altered level crossing and the position of the gates protecting the same shall be as shown on the plan (in this section referred to as "the signed plan") signed on behalf of the Company by John Christian Lloyd and on behalf of the county council by Gomer Henry :

(3) In connection with the alteration of the said level crossing under the powers of this Act the Company shall at their own expense alter the roads respectively leading from the southern side of the said level crossing to Swansea and to Kidwelly so that the gradients thereof shall not be steeper than one in eleven and one in twenty respectively Provided that if at any time the county council acquire property abutting on the southern side of the said road leading to Swansea to an extent sufficient to permit of a gradient not steeper than one in twenty being provided on the portion of that road leading from the said level crossing without interfering with the access to the property of persons other than the county council the Company shall at their own expense if so required in writing by the county council alter the said portion of road so that the gradient thereof shall be not steeper than one in twenty :

(4) Before commencing or simultaneously with the carrying out of the alteration of the said level crossing under the powers of this Act the Company shall at their own expense acquire and add to the public road so much of the property numbered on the deposited plans 15 in the parish of Llangunnor as is northward of the red line shown on the signed plan between the letters A and B marked on that plan and in accordance with plans sections and particulars to be reasonably approved by and to the

reasonable satisfaction of the county council make up kerb and channel as carriageway and footway the said portion of the said property : A.D. 1926.

(5) The Company shall at their own expense set back the boundary of the property numbered on the deposited plans 1 in the said parish between the letters C and D marked on the signed plan to the red line shown on that plan between those letters and the portion of the said property which is situate southward of the said boundary as so set back shall thereupon be added to and for all purposes form part of the public road :

(6) The Company shall so execute the works and exercise the powers by this Act authorised and conferred as not to stop the traffic over the said level crossing or along any of the roads referred to in this section or to interfere with such traffic to any greater extent than is reasonably necessary for the purposes of such execution and exercise and the county council shall afford to the Company all reasonable facilities (including the closing of portions of the said roads) for the purposes of and during the execution of the said works :

(7) At all times during the execution under the powers of this Act of any works affecting the said level crossing or any of the said roads the Company shall properly light and watch such works and take all such steps as may be necessary for preventing any injury to persons or vehicles using the said level crossing and roads :

(8) The Company shall grant to the county council free of cost an easement under so much of the property of the Company abutting on the southern side of the River Towy as the county council may require for forming the southern abutment of any reconstruction or widening of the public bridge over the said river leading from the town of Carmarthen to the said level crossing or the construction of a new bridge adjacent to and in lieu of the existing bridge but so that the approach road to the Company's station shall not be interfered with or reduced in width :

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(9) The right of the county council to acquire any lands or easements which they may require for or in connection with any reconstruction or widening of the bridge referred to in subsection (8) of this section or the construction of a new bridge in lieu thereof shall not be affected by the granting to the Company of the powers contained in this Act for the compulsory acquisition of the lands comprised within the limits of deviation marked on the deposited plans Provided that nothing in this section shall interfere with or affect the right of the Company to acquire compulsorily or by agreement so much of the said lands as is actually required for the construction of the works by this Act authorised :

(10) If any difference shall arise between the county council and the Company under the provisions of this section such difference shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of corporation of Carmarthen.

18. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take use or interfere with the lands and property numbered on the deposited plans 8 and 9 in the parish of Saint Peter's and the bridge numbered 10 in the said parish and 22 in the parish of Llangunnor without the previous consent in writing under their common seal of the mayor aldermen and burgesses of the borough of Carmarthen.

Power to make alterations of roads footpaths &c.

19. Subject to the provisions of this Act the Company may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the widening of bridge and alterations and diversions of roads and footpaths and other works hereinafter mentioned and may stop up and discontinue the portions of roads and footpaths to be

stopped up or diverted and exercise the other powers hereinafter 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 or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company (that is to say) :—

In the parish and urban district of Hanwell in the county of Middlesex—

The widening on the northern side of the bridge which carries the Company's main line of railway over Church Road :

Provided that the said bridge when widened shall not exceed a total width of seventy feet measured on the square and nothing in this Act contained or shown on the deposited sections shall be deemed to authorise the Company in widening the said bridge to alter the levels of Church Road.

In the parish of Greenford in the urban district of Greenford in the county of Middlesex—

They may stop up and discontinue so much of the footpath which is carried under the Company's Acton and Wycombe Railway by means of a subway adjoining the new road now in course of construction by the Middlesex County Council as lies between the boundaries of the Company's property.

In the parish and city and county borough of Gloucester in the county of Gloucester—

They may stop up and discontinue the footpath leading from Stroud Road to Reservoir Road which crosses the Company's Cheltenham and Great Western Union Railway and the London Midland and Scottish Railway on the level at a point about 7 chains north of the bridge which carries Stroud Road over those railways.

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In the parish of Chisledon in the rural district of Highworth in the county of Wilts—

They may alter and divert the footpath lying on and adjoining the southern side of the Company's Midland and South Western Junction Railway which joins High Street Chisledon at the southern end of the bridge carrying that street over the said railway for a distance of 3 chains or thereabouts east of that junction.

In the parish and city and county borough of Chester in the county of Chester—

They may stop up and extinguish all rights of way over so much of the road known as Green Lane which crosses the Company's Shrewsbury and Chester Railway on the level as lies between points respectively about 2 chains east and 2 chains west of that crossing:

Provided that no such rights of way shall be so stopped up and extinguished unless and until the bridge referred to in subsection (5) of section 33 (For protection of Chester Corporation) of the Great Western Railway (Additional Powers) Act 1924 shall have been completed and opened for public traffic.

In the parish and urban district of Bedwellty in the county of Monmouth—

They may alter the levels of so much of the road leading from Gilfach to Aberbargoed which is carried over the Company's Brecon and Merthyr Railway by a bridge north of and near to the Britannia Colliery as lies between points respectively about 2 chains west and 1 chain east of that bridge.

In the parish and borough of Port Talbot in the county of Glamorgan—

They may alter the levels of Victoria Road between points respectively about 5 chains west and 5 chains east of the bridge which carries that road over the Company's Rhondda and Swansea Bay Railway.

In the parish and county borough of Swansea in the county of Glamorgan—

They may alter and divert so much of the road leading from Swansea to Neath and known as the Vale of Neath Road which crosses the Company's Swansea Harbour Railway on the level near the King's Dock as lies between points respectively about 7 chains west and 8 chains east of that level crossing and they may carry the same over the said railway by means of a bridge:

Provided that if such alteration and deviation or the construction of the said bridge or the approaches to such bridge shall extend to the eastward of the point at which the accommodation road (which crosses the Company's Swansea and Neath and Rhondda Bay and Swansea Harbour Railways on the level situate east of and adjoining the signal box known as "Burrows sidings signal box") joins the said Vale of Neath Road the junction of the said accommodation road with the Vale of Neath Road shall be altered by and at the expense of the Company so as to afford sufficient and convenient access from the said accommodation road to the said Vale of Neath Road.

In the parish of Llanycyl in the rural district of Penllyn in the county of Merioneth—

They may alter and divert so much of the footpath which crosses the Company's Bala and Festiniog Railway on the level at a point about 13½ chains north of the mile-post on that railway indicating 2½ miles from Bala Junction as lies between points respectively about 2½ chains west and 3 chains east of the said level crossing.

In the parish of Llandinam in the rural district of Newtown and Llanidloes in the county of Montgomery—

They may alter and divert so much of the footpath which crosses the Company's Cambrian Railway (Newtown and Llanidloes sec-

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tion) on the level at Moat Lane Junction Station as lies between the western end of the footbridge which carries that footpath over the siding leading to the Company's engine shed and the north-western boundary of the said railway.

For protection of Commissioner of Police of metropolis.

20. Seven days before entering upon breaking up or otherwise interfering with any street or road in connection with the construction of any works under the powers of this Act within the area of the metropolitan police district the Company shall give notice in writing to the Commissioner of Police of the metropolis and make such arrangements with the said Commissioner of Police as may be reasonably necessary so as to cause as little interference with the traffic in such street or road during the construction of such works as may be reasonably practicable.

For protection of Bedwellty Urban District Council.

21. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions for the protection of the urban district council of Bedwellty (in this section referred to as "the council") shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say):—

(1) In altering under the powers of this Act the levels of the road leading from Gilfach to Aberbargoed which is carried over the Company's Brecon and Merthyr Railway by a bridge north of and near to the Britannia Colliery the Company shall reconstruct such bridge in the position shown by red lines on the plan signed by John Christian Lloyd on behalf of the Company and by Daniel Henry Price on behalf of the council:

(2) Subject to the provisions hereinafter contained the said bridge shall be constructed so as to have a clear width throughout of not less than twelve feet between the parapets:

(3) At least three months before commencing the reconstruction of the said bridge the Company shall give to the council notice in writing of their intention so to do and at any time within that

period the council may by notice in writing require the Company either—

(*a*) to reconstruct the said bridge of the said width of twelve feet with longitudinal girders in place of cross girders so as to permit of its being widened at any subsequent date; or

(*b*) to reconstruct the said bridge of a greater width than twelve feet but in any case not exceeding twenty-five feet:

If the Company do not complete the reconstruction of the said bridge within three years from the date of the expiration of any such notice given by the Company or such extended time as may be mutually agreed upon between the council and the Company such notice shall be void and before commencing the reconstruction of the said bridge the Company shall give a further notice to the council in accordance with the requirements of this subsection:

(4) In the event of the council serving upon the Company notice in writing in pursuance of paragraph (*a*) of subsection (3) of this section the council upon the completion of the reconstruction of the said bridge shall pay to the Company the difference between the cost of reconstructing the said bridge with cross girders on the one hand and the cost of reconstructing such bridge with longitudinal girders on the other hand including the cost of the necessary additional raising of the road the amount of such difference to be determined in case of dispute in pursuance of the provisions hereinafter contained:

(5) In the event of the council serving upon the Company notice in writing in pursuance of paragraph (*b*) of subsection (3) of this section the council upon the completion of the reconstruction of the said bridge shall pay to the Company the difference between the cost of reconstructing the said bridge of a width of twelve feet with cross girders on the one hand and the cost of reconstructing the bridge of such greater width on the other hand including the cost of the necessary

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additional raising of the road and a capitalised sum representing the difference between the cost of maintaining and renewing the bridge and the structure of the approaches as reconstructed and the cost of maintaining and renewing the said bridge of twelve feet in width constructed with cross girders the amount of such difference to be determined in case of dispute by arbitration in pursuance of the provision hereinafter contained:

(6) In the event of any notice being given by the council to the Company under subsection (3) of this section the Company may raise the level of the roadway on the bridge and the approaches thereto to such extent as may be reasonably necessary for the purpose of obtaining the additional depth required for the construction of the bridge with a gradient on the north-western side not exceeding one in ten:

(7) In the event of the said bridge being constructed with longitudinal girders by reason of a notice having been served upon the Company under paragraph (*a*) of subsection (3) of this section the council may at any time require the Company to widen the said bridge to a width not exceeding twenty-five feet and for that purpose the Company may raise the levels of the road as provided for in subsection (6) of this section and upon the completion of such work of widening the council shall pay to the Company the cost reasonably incurred by them in widening the bridge in accordance with the requirements of the council including the cost of the necessary raising of the road and a capitalised sum representing the additional cost of maintaining and renewing the bridge and structure of the approaches by reason of such widening:

(8) During the construction of the works referred to in this section the Company shall take such steps as may be reasonably necessary to avoid undue interference with vehicular and other traffic over the bridge but the Company shall be at liberty temporarily to reduce the width of roadway over the said bridge and approaches

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to six feet and they shall make good the portion of the approaches to the bridge which may be raised and the roadway on the bridge to the reasonable satisfaction of the council Upon the completion of such works to the like satisfaction the council shall be and remain responsible for the maintenance and repair of the roadway on the bridge as reconstructed and/or widened and the approaches thereto :

(9) Any difference which may arise between the council and the Company under this section shall be settled by an engineer to be appointed failing agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of Port Talbot Corporation.

22. For the protection of the mayor aldermen and burgesses of the borough of Port Talbot (in this section referred to as " the corporation ") the following provisions notwithstanding anything contained in this Act or shown upon the deposited plans and sections shall unless otherwise agreed between the Company and the corporation apply and have effect (that is to say) :—

(1) Contemporaneously with its reconstruction the Company shall widen the bridge carrying Victoria Road over the railway of the Company in the borough of Port Talbot (in this section referred to as " the borough ") to at least thirty-seven feet six inches between the parapets or fences of such bridge measured square to the road and shall make up and metal the surface of the road on the said bridge and the approaches thereto with water-bound material and shall spray the same with tar and construct gravelled footpaths four feet in width with concrete kerbs on both sides of the said bridge and approaches :

(2) The Company may raise the level of the road on the said bridge and approaches to the extent necessary to provide the additional constructional depth due to the widening of the bridge as aforesaid and may increase the gradient of the approaches to the bridge to 1 in 18·4 :

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(3) The Company shall give to the corporation fourteen days' previous notice in writing of their intention to commence the widening works and alteration referred to in subsections (1) and (2) of this section (in this section together referred to as "the alterations") by leaving such notice at the town clerk's office with plans and sections of the alterations:

(4) The Company during the carrying out of the alterations may close the road over the said bridge to vehicular traffic for such period as may be reasonably necessary for putting the bridge structure as widened into position but shall at all times if required by the corporation provide a temporary passage for foot passengers across the railway and shall if reasonably necessary light such passage and keep a watchman stationed thereat for the purpose of protecting foot passengers using the same from danger and the Company may also for such period during the carrying out of the alterations as may be reasonably necessary close one half of the road on the said bridge and approaches:

(5) The alterations of the roadways and footpaths on the said bridge and approaches thereto shall be constructed to the reasonable satisfaction of the corporation and shall together with the widening of the said bridge be completed and the road over the said bridge shall be opened for vehicular traffic not later than the thirty-first day of December nineteen hundred and twenty-seven and on the completion of the said alterations to the reasonable satisfaction of the corporation the corporation shall take over the maintenance of the road on the said bridge and approaches and shall thereafter maintain the same at the expense of the corporation and the Company shall maintain the structure of the said bridge at their own expense:

(6) Upon the completion of the said alterations to the reasonable satisfaction of the corporation the corporation shall pay to the Company the

sum of one thousand five hundred pounds towards the cost of the alterations: A.D. 1926.

(7) The Company shall carry out and complete the work of increasing the span of the bridge carrying their railway over Water Street in the borough in accordance with the provisions of section 51 (For protection of corporation of Aberavon) of the Great Western Railway Act 1914 not later than the thirty-first day of December nineteen hundred and twenty-seven and upon the completion of the said work in accordance with such provisions to the reasonable satisfaction of the corporation the corporation shall pay to the Company the sum of three hundred and thirty-three pounds towards the cost of the said work:

(8) Any difference ,which shall arise between the Company and the corporation under this section shall be determined by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Power to Company to acquire additional lands.

23. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation and for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say):—

In the county of Berks—

Lands in the parish of Reading in the county borough of Reading lying on and adjoining the southern side of the Company's

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Kennet and Avon Canal and the River Kennet and between points respectively about 11 chains and 15 chains east of the bridge carrying the Company's Basingstoke Branch over that river.

In the county of Gloucester—

Lands in the parish of North Cerney in the rural district of Cirencester lying on and adjoining the eastern side of the Company's Midland and South Western Junction Railway and extending in a southerly direction for a distance of about 11 chains from the bridge near Foss Cross Quarry which carries the road leading from North Cerney to Northleach over that railway.

Lands in the parish of Chedworth in the rural district of Northleach lying on and adjoining the northern side of the Company's Midland and South Western Junction Railway and extending in a westerly direction for a distance of about 17 chains from the bridge near Chedworth which carries the road leading from Withington to Northleach over that railway.

In the county of Wilts—

Lands in the parish of Wootton Bassett in the rural district of Cricklade and Wootton Bassett lying on and adjoining the southern side of the Company's main line of railway and between Wootton Bassett Junction Station and Hunt Mill Lane.

Lands in the parish of Brinkworth in the rural district of Malmesbury lying on and adjoining the northern side of the said main line of railway and between the mile-posts on that railway respectively indicating $85\frac{1}{4}$ and $85\frac{1}{2}$ miles from Paddington Station.

In the county of Devon—

Lands in the parish of Willand in the rural district of Tiverton lying on and adjoining the eastern side of the Company's Bristol

and Exeter Railway and at or near Tiverton Junction Station.

Lands in the parish of Halberton in the rural district of Tiverton lying on and adjoining the eastern side of the Company's said railway and between points respectively about 7 chains and 13 chains north of the said station.

Lands in the parish of East Dawlish and urban district of Dawlish at the southern end of the breakwater near the northern end of the tunnel on the Company's South Devon Railway known as Coryton Tunnel.

Lands in the parish of Teignmouth in the Urban District of Teignmouth lying on and adjoining the north-western side of the Company's South Devon Railway and between points respectively about 26 chains and 36 chains north of the bridge which carries East Cliff Walk over that railway.

In the county of Cornwall—

Lands in the parish of Luxulian in the rural district of Bodmin lying on and adjoining the eastern side of the Company's Cornwall Minerals Railway and at and near the junction of Pontsmill siding with that railway.

In the county of Warwick—

Lands in the parish and city and county borough of Birmingham lying on and adjoining the northern side of the Company's Birmingham and Oxford Junction Railway and between the Warwick and Birmingham Canal and Hay-hall Road Tyseley.

In the county of Worcester—

Lands in the parish and city and county borough of Worcester lying on and adjoining the eastern side of the Company's Oxford Worcester and Wolverhampton Railway and the northern side of the road known as Perry Wood Walk.

Lands in the parish and borough of Kidderminster lying on and adjoining the western

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side of the Company's Kidderminster loop line and extending in a northerly direction for a distance of about 21 chains from the bridge which carries Hoo Road over that railway.

Lands in the parish of Kidderminster Foreign in the rural district of Kidderminster lying on and adjoining the western side of the Company's Oxford Worcester and Wolverhampton Railway and at and near the last-mentioned bridge.

Lands in the said parish and rural district lying on and adjoining the southern side of the Company's Kidderminster loop line and between points respectively about 6 chains and 32 chains west of the bridge which carries that railway over the Staffordshire and Worcestershire Canal.

Lands in the parish of Upper Swinford in the borough of Stourbridge and in the parish of Pedmore in the rural district of Bromsgrove lying on and adjoining the eastern side of the Company's Oxford Worcester and Wolverhampton Railway and extending in a northerly direction for a distance of about 31 chains from Hagley Road and in connection therewith (1) to alter and divert the footpath leading from Chawn Hill to St. Mary's Church which is carried under the Company's railway by means of a subway at the southern end of the said station for a distance of about 4 chains north of the said subway and (2) to stop up and discontinue so much of the footpath which joins the first-mentioned footpath at the eastern end of the said subway as lies between the said junction and a point about 2 chains east thereof and in lieu thereof to make a new footpath between the last-mentioned point and a point in the said alteration and diversion of the first-mentioned footpath about 1 chain east of the said subway.

Lands in the parish of Hill and Cakemore in the urban district of Halesowen lying on and adjoining the northern side of the Company's

Stourbridge Extension Railway and at and near Rowley Regis and Blackheath Station and in connection therewith to alter and divert so much of the footpath leading from the road which crosses the said railway at the south-western end of the said station to a point in Penncricket Lane east of and near to its junction with Oldbury Road as lies between points respectively about 3 chains and $9\frac{1}{2}$ chains north of its junction with the first-mentioned road.

In the county of Monmouth—

Lands in the parish of Abergavenny Urban and borough of Abergavenny and in the parish of Abergavenny Rural in the rural district of Abergavenny lying on and adjoining the western side of the Company's Newport Abergavenny and Hereford Railway and between the engine shed and goods shed at Abergavenny Station.

In the counties of Glamorgan and Monmouth—

Lands in the parish and city and county borough of Cardiff in the county of Glamorgan and in the parish of Rumney in the rural district of Saint Mellons in the county of Monmouth lying on and adjoining the northern side of the Company's South Wales Railway and between points respectively about 24 chains west and 26 chains east of the bridge carrying that railway over the Rhymney River near Pengam Cardiff.

In the county of Glamorgan—

Lands in the parish and urban district of Gelligaer lying on and adjoining the eastern side of the Company's Rhymney Railway (Cylla Branch) and south of and near to the bridge which carries the Company's Newport Abergavenny and Hereford (Taff Vale Extension) Railway over that railway.

Lands in the said parish and urban district lying on and adjoining the eastern side of the said Cylla Branch at its termination :

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Provided that nothing contained in this Act shall authorise the Company to stop up alter divert or otherwise interfere with the public footpath numbered on the deposited plans 3 in the parish of Gelligaer or the public rights of way thereover.

Lands in the parishes of Peterston-super-Montem and Llanharan in the rural district of Cowbridge lying on and adjoining both sides of the Company's South Wales Railway and between points respectively about 13 chains and 53 chains west of Llanharan Station.

Lands in the parish and urban district of Aberdare lying on and adjoining both sides of the Company's Vale of Neath Railway and between points respectively about 8 chains and 22 chains east of the bridge carrying that railway over Abernant Road.

In the county of Carmarthen—

Lands in the parish of Ammanford Urban and urban district of Ammanford lying between the Company's Llanelly Railway and Pant-y-ffynnon Road and between points respectively about 11 chains and 19 chains south of the junction of that road with Villiers Road.

In the county of Montgomery—

Lands in the parish of Llandinam in the rural district of Newtown and Llanidloes lying on and adjoining the northern side of the Company's Cambrian Railway (Newtown and Llanidloes section) and between Moat Lane and Moat Lane Junction Station.

Lands in the parish and urban district of Machynlleth lying on and adjoining the northern side of the Company's Cambrian Railway (Newtown and Machynlleth section) and between points respectively about 7 chains and 20 chains east of the engine shed at Machynlleth Station.

In the county of Merioneth—

Lands in the parish and urban district of Towyn lying on and adjoining the northern

side of the Company's Cambrian Railway (Aberystwyth and Welsh Coast section) and west of and near to the goods shed at Aberdovey Station a portion of which lands comprising $1\frac{1}{2}$ acres or thereabouts is or is reputed to be common or commonable lands and known as Aberdovey Common.

In the county of Carnarvon—

Lands in the parish and urban district of Ynyscynhaiarn lying on and adjoining the northern side of the Company's Cambrian Railway (Aberystwyth and Welsh Coast section) and at and near Portmadoc Station.

Lands in the parish of Denio and borough of Pwllheli lying on and adjoining the southern side of the Company's Cambrian Railway (Aberystwyth and Welsh Coast section) and between points respectively about 22 chains west and 19 chains east of the goods station at Pwllheli.

For protection of proprietors of Hay Mills.

24. For the protection of Henry Herbert Coldwell Horsfall Lieutenant Colonel James Henry Coldwell Horsfall and Latch and Batchelor Limited and their respective successors in estate (hereinafter together referred to as "the proprietors of Hay Mills") the following provisions shall unless otherwise agreed between the proprietors of Hay Mills and the Company have effect (that is to say):—

(1) The Company shall not do anything or permit or suffer anything to be done which may affect injuriously or diminish the supply of water to the mills belonging to the proprietors of Hay Mills as the same has hitherto been enjoyed by them and the Company shall at all times take all proper precautions to prevent such supply of water being injuriously affected or diminished:

(2) (*a*) Before constructing any works affecting the stream or leat numbered on the deposited plans 1 in the parish and city and county borough of Birmingham or interfering with the right of way reserved to the proprietors of Hay Mills by the indenture dated the

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sixteenth day of February one thousand eight hundred and fifty-two (as modified by the indenture dated the twenty-first day of September one thousand nine hundred and ten) hereinafter referred to the Company shall extend the existing culvert which passes under their railway so far as such stream or leat or right of way may be affected or interfered with and in the meantime shall keep the portion of the said stream or leat which the Company are by this Act authorised to acquire properly cleansed to the reasonable satisfaction of the proprietors of Hay Mills so as not to diminish or prejudicially affect the supply of water to the said mills;

(*b*) The extension of the culvert shall be of the same internal dimensions as the existing culvert carrying the stream or leat under the railway of the Company and the Company shall at all times after the same shall have been constructed keep the same in thorough and substantial order and repair and properly cleansed to the reasonable satisfaction of the proprietors of Hay Mills Upon the completion of such extension of culvert the said right of way over the land adjoining the portion of the stream or leat so culverted shall cease:

(3) Except as in this section otherwise provided nothing in this Act shall prejudice or affect the rights of the proprietors of Hay Mills and the obligations of the Company under the following indentures (that is to say):—

(*a*) An indenture of conveyance dated the sixteenth day of February one thousand eight hundred and fifty-two and made between Edwin Newman of the first part James Horsfall of the second part William Penn Allcock of the third part and John Rawlins of the fourth part;

(*b*) An indenture of covenant dated the ninth day of May one thousand nine hundred and six and made between the Company of the one part and the said Henry Herbert

Coldwell Horsfall and James Henry Coldwell Horsfall of the other part;

(*c*) And an indenture of conveyance dated the twenty-first day of September one thousand nine hundred and ten and made between the said Henry Herbert Coldwell Horsfall and James Henry Coldwell Horsfall of the first part the said Henry Herbert Coldwell Horsfall of the second part and the Company of the third part.

For protection of Monmouthshire Commissioners of Sewers.

25. For the protection of the Monmouthshire Commissioners of Sewers (hereinafter called "the commissioners") the following provisions shall have effect unless otherwise agreed between the commissioners and the Company (that is to say):—

(1) Before constructing any works upon the lands in the parish of Rumney in the rural district of Saint Mellons in the county of Monmouth numbered upon the deposited plans relating to lands at Pengam (Cardiff) 3 4 5 6 7 and 8 in the said parish which will or may interfere with the flow of water through the reens situated on the said lands the Company shall to the reasonable satisfaction of the commissioners—

(*a*) construct along the northern boundary of such part of the said lands as shall be purchased by the Company under the powers of this Act a suitable open ditch between the reen marked "A" and the River Rhymney at or near the point marked "B" on the plan signed by John Christian Lloyd on behalf of the Company and Walter Stafford Gustard on behalf of the commissioners with a cast iron tidal flap valve two feet in diameter at the said point marked "B" where the said ditch will discharge into the River Rhymney;

(*b*) extend in a northerly direction the existing culvert or pipe which now passes under the Company's railway at the point marked "C" upon the said plan so as to

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discharge into the open ditch to be constructed by the Company as aforesaid The said extended culvert or pipe shall be of a diameter of not less than two feet and shall be laid at approximately right angles to the Company's present fence;

(c) Construct a suitable open ditch along the southern boundary of the Company's property to connect the reen at the point marked "D" on the said plan with the reen at the point marked "E" thereon:

(2) Upon the completion of the said works the Company shall be at liberty to close the existing channel known as Blanch Moor Reen and the culvert conveying such reen under the railway between the point marked "F" where it will be intersected by the first mentioned open ditch and the point on the southern boundary of their property marked "G" on the said plan and to remove the existing tidal flap valve in such reen The Company shall also be at liberty to close the culvert under the railway at the point marked "D" on the said plan:

(3) Any additional expense which the Commissioners may reasonably or properly incur in maintaining the sea bank between the northern side of the bridge carrying the Company's railway over the River Rhymney and the point marked "F" on the said plan by reason of any works constructed by the Company upon the said lands shall be paid by the Company:

(4) In the event of the Company acquiring the lands shown coloured pink on the said plan they shall not thereafter be under obligation to construct any of the works in this section mentioned excepting the said open ditch between the points "A" and "B" and the flap valve at the point "B" and if at the date of such acquisition any of those works shall have been constructed by the Company they shall

be at liberty to remove the same excepting the said open ditch and flap valve : A.D. 1926.

(5) Any difference arising between the Company and the commissioners respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed failing agreement at the request of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

Stopping up roads and footpaths in case of diversion or making of new road or footpath.

26. Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath in substitution for an existing road or footpath or portion thereof the stopping up of the existing road or footpath shall not take place until such diverted or new road or footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority until two justices shall have certified that the diverted or new road or footpath has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same.

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing road or footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road or footpath stopped up as far as the same is bounded on both sides by lands of the Company :

Provided that the Company shall make full compensation to all parties interested in respect of any

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private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to private rights of way over lands taken compulsorily.

27. All private rights of way over any lands which are under the powers of this Act authorised to be acquired compulsorily shall as from the date of their acquisition be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Provision as to repair of new roads and footpaths.

28. The roads streets footpaths and highways to be made altered or diverted under the authority of this Act (except the stone steel or other structure of any bridge carrying the same over or under any railway of the Company which structure except where otherwise expressly provided by this Act shall be repaired and maintained by and at the expense of the Company) shall unless otherwise agreed or otherwise specially provided by this Act when completed respectively be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portion or portions of the same roads streets and footpaths now devolves.

Power to make agreements as to construction of or contribution towards cost of new roads &c.

29. The Company may enter into and carry into effect agreements with the parties having the charge management or control of the roads streets footpaths or 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 costs of any new road street 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 streets footpaths or highways in which they may be interested except the stone steel or other structure of any bridge over or under any railway.

Expenses of local authorities.

30. Any expenses incurred by a local authority under and for any of the purposes of the last preceding

section of this Act shall except where otherwise expressly provided be deemed to be expenses under and for the purposes of the Public Health Act 1875. A.D. 1926.

Power to deviate in construction of works.

31. The Company may in constructing the works other than the railway and deviation and widening of railway and works in connection therewith 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 streets and other similar works shown on the deposited sections to any extent not exceeding three feet or (if the work be situate in any town village street or land continuously built upon) two feet but not so as to increase the rate of inclination of any new road or street beyond that prescribed by this Act where such rate is steeper than the rate of inclination prescribed by the Railways Clauses Consolidation Act 1845 and where such rate of inclination is less than that so prescribed it may be increased to such prescribed rate except where otherwise expressly provided by this Act.

Period for completion of railway.

32. If the railway is not completed before the first day of October one thousand nine hundred and thirty-one then as from that date the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Imposing penalty unless railway opened.

33. If the Company fail within the period limited by this Act to complete the railway and open the same for public traffic they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and open for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant

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or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided.

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

Application of penalty.

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

If no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

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Period for compulsory purchase of lands.

35. The powers of this Act for the compulsory purchase of lands by the Company shall cease on the first day of October one thousand nine hundred and twenty-nine.

Power to owners to grant easements &c.

36. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for any of the purposes of this Act to be executed by them in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid.

Compensation in case of recently altered buildings acquired by Company.

37. In settling any question of disputed purchase money or compensation payable under this Act by the Company the court or person settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the first day of November one thousand nine hundred and twenty-five if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

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

38. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act

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and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the arbitrator to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the arbitrator") shall in addition to the other questions required to be determined by him determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the arbitrator shall have determined to be so severable

without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the arbitrator:

(5) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the arbitrator may in his absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:

(6) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not he shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the arbitrator shall having regard to the circumstances of the case and his final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained

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in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Confirmation of purchase of lands by Company.

39. The Company may hold use and appropriate for the purposes of their undertaking the following lands and properties which have already been acquired by them and the expenditure of money by the Company in or about the purchase or acquisition thereof or the works executed thereon is hereby sanctioned and confirmed (that is to say):—

In the county of Middlesex—

Lands in the parish and borough of Acton and in the parish and borough of Ealing lying on and adjoining the northern side of the Company's main line of railway and extending from Willesden Lane to the Metropolitan District Railway.

Lands in the said parish and borough of Acton lying on and adjoining the southern side of Coronation Road at and near the Company's Park Royal generating station.

In the county of Bucks—

Lands in the parish and urban district of Slough lying on and adjoining the northern side of the Company's main line of railway and at and near Slough Station.

In the county of Berks—

Lands in the parish of Caversham in the county borough of Reading abutting on the southern side of Gosbrook Road and lying between Patrick Road and George Street.

In the county of Somerset—

Lands in the parish and city and county borough of Bristol lying between Victoria Street Avon Street Rose Street and Pipe Lane.

In the county of Wilts—

Lands in the parish and urban district of Bradford-on-Avon lying on and adjoining the eastern side of the Company's Kennet and Avon Canal and forming the enclosure numbered 390 on the 25-inch Ordnance map (edition of 1924) Wiltshire XXXVIII (2) of that parish.

Lands in the parish and borough of Swindon lying between the Company's wagon works Ferndale Road St. Mary's Grove and Iffley Road.

In the county of Devon—

Lands in the parish of Saint Thomas in the city and county borough of Exeter lying on and adjoining both sides of the Company's South Devon Railway and south of and near to St. David's Station.

Lands in the parish of Wolborough in the urban district of Newton Abbot and in the parishes of Teigngrace and Kingsteignton in the rural district of Newton Abbot lying on and adjoining the northern side of the Company's South Devon Railway and between the River Teign and the Hackney Canal.

Lands in the said parish of Wolborough and lying between Torquay Road Ford Road the cottages known as Station Cottages and the premises known as Ford House.

Lands in the parish of Abbotskerswell in the rural district of Newton Abbot lying on and adjoining both sides of the Company's Dartmouth and Torbay Branch Railway and the eastern side of the Company's South Devon Railway and at and near the junction of those railways.

In the county of Worcester—

Lands in the parish and county borough of Dudley lying on and adjoining the western side of Shaw Road and at and near the goods shed at Netherton Station.

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In the county of Stafford—

Lands in the parish and urban district of Bilston and in the parish and urban district of Coseley lying on and adjoining the eastern side of the Company's Oxford Worcester and Wolverhampton Railway near Bilston Station.

Lands in the parish of Bushbury in the rural district of Cannock lying between the Company's Oxford Worcester and Wolverhampton Railway and the Stour Valley Railway of the London Midland and Scottish Railway Company and near the gasworks belonging to the Wolverhampton Gas Company.

Lands in the parish and county borough of Wolverhampton lying on and adjoining the eastern side of the Staffordshire and Worcestershire Canal and between Hordern Road and Tettenhall Road.

In the county of Salop—

Lands in the parish of Shifnal in the rural district of Shifnal and in the parish of Priorslee in the urban district of Oakengates lying on and adjoining the eastern side of the Company's Shrewsbury and Birmingham Railway and at and near Hollinswood Junction.

In the county of Monmouth—

Lands in the parish and county borough of Newport lying on and adjoining the eastern side of the Company's South Wales Railway and the northern side of Maesglas Road.

Lands in the parishes of Saint Woollos and Duffryn in the rural district of Saint Mellons lying on and adjoining the western side of the Company's South Wales Railway and south of and near to Maesglas Road.

Lands in the parish of Llanvihangel Pontymoil in the urban district of Panteg and in the parish of Glascoed in the rural district of Pontypool lying on and adjoining the southern side of the Company's Coleford Monmouth Usk and Pontypool Railway and near the junction of that railway with the Company's Newport Abergavenny and Hereford Railway.

In the county of Pembroke—

Lands in the parish of Letterston in the rural district of Haverfordwest lying on and adjoining the eastern side of the Company's Clarbeston Road and Fishguard Railway and at and near Mathry Road Halt.

In the county of Brecknock—

Lands in the parish of Aberllynfi in the rural district of Hay lying on and adjoining the eastern side of the Company's Cambrian Railway (Mid Wales section) and south of and near to Three Cocks Junction Station.

In the county of Montgomery—

Lands in the parish of Forden in the rural district of Forden lying on and adjoining the eastern side of the Company's Cambrian Railway (Oswestry and Newtown section) and forming part of the enclosures numbered respectively 496 497 498 499 941 945 and 973 on the 25-inch Ordnance map (second edition) 1902 sheets XXX (3) XXX (4) and XXX (7) of that parish.

In the county of Carnarvon—

Lands in the parish of Llanystumdwy in the rural district of Lleyn lying on and adjoining the southern side of the Company's Cambrian Railway (Aberystwyth and Welsh Coast section) and at and near Afon-wen Junction Station.

Confirmation of acquisition of lands by Swindon Corporation.

40. The lands in the borough of Swindon known as "The Park" which by a conveyance dated the thirtieth day of June one thousand nine hundred and twenty-five were expressed to be conveyed by the Company to the mayor aldermen and burgesses of the borough of Swindon (in this section referred to as "the corporation") in exchange for the lands in the parish and borough of Swindon referred to in the section of this Act of which the marginal note is "Confirmation of purchase of lands by Company" are by virtue of this Act vested in the corporation and may and shall be retained and held by the corporation as pleasure grounds.

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Extension of time for compulsory purchase of lands.

41. The periods now limited by the Great Western Railway (Additional Powers) Act 1924 for the compulsory purchase of—

(*a*) certain lands required for the purposes of or in connection with Deviation and Widening No. 2 authorised by the Great Western Railway Act 1913;

(*b*) certain lands authorised to be acquired by the Great Western Railway Act 1914 which are specified in Part 1 of the Second Schedule hereto and certain other lands authorised to be acquired for the purposes of the works specified in Part 2 of that schedule;

(*c*) certain lands in the counties of Bucks and Devon authorised to be acquired by the Great Western Railway (Additional Powers) Act 1923;

are hereby extended until the first day of October one thousand nine hundred and twenty-eight but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised :

Provided that the provisions of this section shall not apply to any lands of the trustees of the will of Miss Emily Charlotte Talbot late of Margam Park in the county of Glamorgan of which the Company are in possession at the date of the passing of this Act nor to the lands numbered 8 to 12 inclusive on sheet No. 91 of the deposited plans referred to in the Great Western Railway Act 1914.

For protection of Gas Light and Coke Company.

42. Notwithstanding anything contained in the Great Western Railway Act 1914 or any subsequent Act or Order (including this Act) the Company shall not except with the consent in writing of the Gas Light and Coke Company enter upon take or use any greater part of so much of the lands in the parish of Norwood and urban district of Southall-Norwood in the county of Middlesex referred to in Part 1 of the Second Schedule to this Act as are numbered 5 in the said parish and urban district on the deposited plans relating to the said Act of 1914 than the portion of those lands shown by a pink colour on the plan signed on behalf of the Company by John Christian Lloyd and on behalf of the said Gas

Light and Coke Company by Thomas Hardie and the Company in widening their railway through such lands shall be at liberty to lengthen the subway under their railway with the abutments thereof on the lines shown in red on such plan.

For protection of Welsh Cold Stores and Ice Company Limited.

43. In the exercise of the powers of the Great Western Railway Act 1914 the Company shall not interfere with the access to any of the shops or the lane abutting on the western side of Pellett Street in the city of Cardiff and belonging or reputed to belong to the Welsh Cold Stores and Ice Company Limited and if any dispute shall arise between the said Companies under the provisions of this section the same shall be submitted for determination to a single arbitrator to be appointed in default of agreement by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such submission.

Abandonment of railways.

44. The Company may abandon the maintenance and use of :—

(1) Railway No. 2 authorised by the Barry Railway Act 1896 and Railways Nos. 3 and 4 authorised by the Barry Railway Act 1898;

(2) The Dimbath Branch Railway of the Company being Railway No. 3 authorised by the Ogmore Valley Railways Act 1866;

(3) The Castella Branch Railway of the Company authorised by the Ely Valley Railway Act 1857;

(4) So much of the Stratford and Moreton Railway of the Company commonly known as the Stratford-on-Avon and Longdon Road Tramway and which extends from Stratford-on-Avon to Moreton in the Marsh as lies between its termination at Stratford-on-Avon and a point 38 chains or thereabouts south of the junction known as Darlingscott Junction with that railway of the Shipton-on-Stour Branch of that railway and so much of the last mentioned branch of the said railway as lies between the said junction and a point about 31 chains south thereof;

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and thereupon subject to the provisions of this Act all the powers and obligations conferred or imposed upon the Company with respect to or in connection with the said railways or portions of railways shall cease.

Power to retain sell &c. lands.

45. Notwithstanding anything to the contrary contained in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company the Company may retain use and appropriate for the general purposes of their undertaking such part as they may think fit of the lands and property forming the site of or acquired in connection with the railways or portions of railways authorised to be abandoned by this Act for their estate and interest therein or may sell lease or otherwise dispose of the remainder of such lands and property for their estate and interest therein in such manner at such time or times to such person or persons and on such terms and conditions as they may think fit.

Compensation to be made in respect of railways abandoned.

46. Where before the passing of this Act any contract has been entered into or notice been given by the Company for the purchasing of any land for the purposes of or in relation to the railways or portions of railways or any part thereof authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation to be paid for lands taken under the provisions thereof.

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

47. The abandonment by the Company under the authority of this Act of the said railways and portions of railways shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any

land which may have been temporarily occupied by the Company for the purposes of the said railways or portions of railways to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Acts authorising the construction of the said railways or portions of railways. A.D. 1926.

As to bridges.

48.—(1) Except as in this section otherwise provided nothing in this Act shall be deemed to relieve the Company of any liability which they may be under at the date of the passing of this Act in respect of the maintenance of any bridge (which expression includes the approaches thereto) carrying a highway over the railways or portions of railways authorised to be abandoned by this Act and of the highway thereon Provided that the Company may at any time give to the authority body or person by whom the highway on either side of such bridge is maintained (hereinafter referred to as "the road authority") three calendar months' notice in writing requiring the road authority to take over the future maintenance of the bridge and the highway thereon upon terms to be agreed between the Company and the road authority or in default of agreement to be determined by arbitration and when and so soon as such terms have been so agreed or determined the said bridge and the site thereof shall by virtue of this Act be vested in the road authority who shall become and continue to be liable for the maintenance of the bridge and the highway thereon and all obligations upon the Company in respect thereof shall cease.

(2) The Company may at any time remove any such bridge and substitute a solid embankment therefor and alter the level of the highway (but not so as to increase the gradient thereof) and may carry out such other works as may be necessary or desirable in connection therewith and in the event of the Company carrying out such works and restoring the surface of the highway to the reasonable satisfaction of the road authority the embankment and works and the site thereof and the highway thereon shall on the expiration of twelve calendar months after the completion of the before-mentioned works by virtue of this Act be vested in the road authority and

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thereupon all obligations upon the Company in respect thereof shall cease.

(3) Any difference arising between the Company and the road authority respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed failing agreement at the request of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

As to temporary easements over and use of lands.

49.—(1) The Company upon giving three weeks' notice in writing to the owners and occupiers thereof shall be entitled to enter upon the lands hereinafter described and shown upon the deposited plans relating to the lands in the parishes of Eglwysilan and Bedwas hereinafter described and to occupy the said lands so long as may be necessary for the purposes of demolishing the viaducts carrying Railway No. 3 authorised by the Barry Railway Act 1898 and of removing the materials thereof and of doing such works as may be necessary for that purpose including the erection thereon of workshops sheds and other buildings of a temporary nature and the making laying down maintenance and use by the Company upon those lands of such temporary railways tramroads or tramways as the Company may deem necessary or expedient for facilitating the Company's operations:

Provided that such works shall be as little injurious to the said lands as circumstances will admit of and shall be executed with all reasonable despatch and full compensation shall be made to the owners and occupiers of such lands or any body or person having rights or interests therein for the loss or injury or inconvenience sustained by them respectively by reason of the user thereof for the before-mentioned purposes the amount of which compensation in case of dispute shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

(2) The following is a description of the lands hereinbefore referred to namely:—

(*a*) Certain lands in the parish of Eglwysilan in the urban district of Caerphilly in the county of Glamorgan lying on and adjoining both sides of

the said Railway No. 3 authorised by the Barry Railway Act 1898 extending from a point on that railway about 5 chains south of the bridge which carries the road leading from Merthyr Tydfil to Caerphilly over that railway at Energlyn to a point about 8 chains north of the bridge carrying the road leading from Sengenhydd to Beddau over that railway; and

(*b*) Certain lands in the said parish and urban district and in the parish of Bedwas in the urban district of Bedwas and Machen in the county of Monmouth lying on and adjoining both sides of the last mentioned railway and extending from a point about 38 chains north-east to a point about 9 chains south-west of the bridge carrying that railway over the main line of the Company's Rhymney Railway.

For protection of Caerphilly Urban District Council.

50. Notwithstanding anything in this Act the following provisions for the protection of the Caerphilly Urban District Council (in this section called "the council") shall unless otherwise agreed between the Company and the council have effect (that is to say):—

(1) If under subsection (1) of the section of this Act of which the marginal note is "As to bridges" (hereinafter referred to as "the bridges section") the Company give notice requiring the council to take over the future maintenance of any bridge carrying a public carriage road vested in or repaired by the council and the highway on such bridge the Company shall (if reasonably required by the council so to do) remove the bridge and substitute a solid embankment therefor and carry out such other works as may be necessary or desirable in accordance with the provisions of subsection (2) of the bridges section:

(2) The slopes of any embankment substituted for any such bridge as is mentioned in subsection (1) hereof (whether such embankment be constructed in pursuance of that subsection or in pursuance of subsection (2) of the bridges section) shall be constructed at such angles as may be reasonably required by the council and

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in such a manner as to avoid so far as reasonably practicable any risk of injury through subsidence and the Company shall for a period of three years after the completion of any such embankment and any works in connection therewith be liable for any injury to such embankment and works and the roadway thereon caused by subsidence :

(3) On the abandonment in pursuance of this Act of Railway No. 3 authorised by the Barry Railway Act 1898 the Company may and shall remove the footbridge now carrying over that railway the footpath leading from Caerphilly to Furnace Farm Penyrheol and shall form and make up to the reasonable satisfaction of the council a footway of not less than six feet in width carrying such footpath across the site of the said railway on the level on the site of the adjacent level crossing :

(4) In carrying out any works in connection with the abandonment in pursuance of this Act of the said Railway No. 3 where it crosses the road in the Caerphilly Urban District leading from Caerphilly to Llanbradach or either of the two footpaths leading from Llanbradach to Bedwas or the field in which the main sewer of the council is situate and in removing the viaduct carrying the said railway over the said road footpaths and field the Company shall take all reasonable precautions for preventing any injury to the users of the said road and footpaths or to the said sewer and if any damage be caused to the said sewer by the said works and operations of the Company all expenses reasonably incurred by the council in making good such damage shall be repaid to them by the Company :

(5) Any dispute between the Company and the council as to the reasonableness of any requirements of the council under subsections (1) and (2) of or otherwise arising under this section shall be determined by arbitration in accordance with the provisions of subsection (3) of the bridges section.

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For protection of South Wales Electrical Power Distribution Company.

51. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the South Wales Electrical Power Distribution Company (in this section referred to as "the electrical company") shall except so far as may be otherwise agreed in writing between the Company and the electrical company under their respective common seals apply and have effect (that is to say):—

(1) In this section "the existing cables" means the extra high tension main cables and other works of the electrical company which are maintained by that company over and along part of the viaduct carrying Railway No. 3 authorised by the Barry Railway Act 1898 over the Rhymney Railway of the Company and through under and over other property of the Company by virtue of an agreement dated the fourteenth day of September one thousand nine hundred and twenty-five and made between the Company of the one part and the electrical company of the other part:

(2) The electrical company may and within six months of the receipt of notice from the Company requiring them so to do shall provide erect and construct and thereafter maintain extra high tension overhead bare conductors and other works and conveniences incidental thereto in substitution for the existing cables in the position and in the manner shown on the plan signed by John Christian Lloyd on behalf of the Company and by William Ashcombe Chamen on behalf of the electrical company and the Company shall afford to the electrical company all reasonable facilities in that behalf:

(3) As soon as the said conductors and other works and conveniences have been erected and constructed in accordance with subsection (2) of this section the electrical company may and shall remove the existing cables which shall remain their property:

(4) The Company shall repay to the electrical company one half of the reasonable cost incurred by them in providing erecting and constructing the said conductors and other works and conveniences in accordance with this section

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(including any alteration of the Company's telegraph and other wires in consequence thereof) and one half of the cost incurred by the electrical company in removing the existing cables :

(5) The terms and conditions of the said agreement relating to the existing cables shall so far as applicable and with the necessary alterations apply to the said conductors and other works and conveniences provided in pursuance of this section including the erection and maintenance thereof :

(6) The Company shall not commence the demolition of that part of the viaduct hereinbefore referred to before the nineteenth day of April one thousand nine hundred and twenty-seven unless prior to that date the existing cables shall have been removed :

(7) Any dispute arising between the Company and the electrical company under this section shall be settled by reference to a single arbitrator to be appointed by agreement or in case of failure to agree by the President for the time being of the Institution of Electrical Engineers and such reference shall be deemed to be a reference under the Arbitration Act 1889 or any Act or Acts for the time being in force amending the same or in substitution therefor.

Dissolution of Cork City Railways Company.

52. The Cork City Railways Company incorporated by the Cork City Railways Act 1906 is hereby dissolved except for the purpose of winding up its affairs.

Application of certain sections of Acts of 1923 and 1924.

53. The provisions of section 45 (Power to Company &c. to lease or dispose of lands) and of section 46 (Powers as to building on or over lands &c. of Company) of the Great Western Railway (Additional Powers) Act 1923 and of section 66 (As to private street expenses in certain cases) of the Great Western Railway (Additional Powers) Act 1924 shall extend and apply to any lands acquired by the Company under the powers of this Act :

Provided that the said section 45 shall for the purposes of this Act be read and have effect as if the expression "lands" in that section did not include any mines of coal ironstone slate or other minerals.

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Power to Company to apply funds to purposes of Act.

54. The Company may 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 or any scheme under the Railways Act 1921 or other enactment 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 for the general purposes of their undertaking and for the more efficient working of their traffic issue any shares or stocks which under the authority of any Act passed prior to the present session of Parliament or of any such scheme or enactment 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.

Crown rights.

55. Except as hereinafter expressly provided nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands or of the Board of Trade respectively without the consent in writing of the Commissioners of Crown Lands or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose.

Crown minerals.

56. Notwithstanding the provisions contained in the section of this Act of which the marginal note is "Crown rights" or in any public statute His Majesty and His lessees for their respective interests may work any minerals belonging to His Majesty in right of His crown under or adjacent to lands and works of the Company authorised to be taken or constructed by this Act but in the event of any such right being at any time intended to be exercised sections 77 to 85 (both inclusive) of the Railways Clauses Consolidation Act 1845 as amended by the Mines (Working Facilities and Support)

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Act 1923 and the First Second and Third Schedules to such last mentioned Act shall apply as if the same were in relation to such minerals incorporated in this Act and as if the Commissioners of Crown Lands were the mine owners or royalty owners as the case may be and so that any compensation payable by the Company to or for the benefit of His Majesty as the mine owner or royalty owner or payable to the Company by His Majesty as such owner shall be payable to or by the Commissioners of Crown Lands as the case may be.

Provision as to general Railway Acts.

57. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies passed before or after the commencement of this Act 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 by this Act.

Costs of Act.

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

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Describing properties whereof portions only may be required to be taken by the Company.

Area.	No. on Deposited Plans.	Description of Property.
Deviation and Widening of the Carmarthen and Cardigan Railway (Carmarthen).		
Parish of Saint Peter's and borough of Carmarthen.	8	Rough land.
Parish of Llangunnor in the rural district of Carmarthen.	19	Yard well and outbuildings.
Diversion of Road at Swansea.		
Parish and county borough of Swansea.	2	Railway siding land by side weighbridge and weigh cabin.
Lands at and near Tiverton Junction Station.		
Parish of Willand in the rural district of Tiverton.	7	Garden.
Parish of Willand in the rural district of Tiverton.	8	Garden.
Lands at Dawlish.		
Parish of East Dawlish and urban district of Dawlish.	1	Cliff foreshore and groyne.
Lands at Tyseley.		
Parish and city and county borough of Birmingham.	4	Field pond and tip slopes.
Parish and city and county borough of Birmingham.	5	Field.

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Area.	No. on Deposited Plans.	Description of Property.
LANDS AT ABERGAVENNY STATION.		
Parish of Abergavenny Urban and borough of Abergavenny.	1	Field and stream.
Parish of Abergavenny Urban and borough of Abergavenny.	2	Field and shed.
Parish of Abergavenny Urban and borough of Abergavenny.	3	Field.
Parish of Abergavenny Rural in the rural district of Abergavenny.	1	Field and spring.
LANDS AT PENGAM (CARDIFF).		
Parish and city and county borough of Cardiff.	1	Field and pond.

THE SECOND SCHEDULE.

Referred to in the section of this Act the marginal note of which is "Extension of time for compulsory purchase of lands."

PART 1.

Section of the Great Western Railway Act 1914 in which Lands described.	Description of Lands.	District in which Lands situate.
56	Lands adjoining both sides of the main line extending from West Drayton and Yiewsley Station to the bridge over the Grand Junction Canal at the eastern end of Hayes and Harlington Station.	Parish of West Drayton in the rural district of Uxbridge parish and urban district of Yiewsley parish of Harlington in the rural district of Staines and parish and urban district of Hayes in the county of Middlesex.

Section of the Great Western Railway Act 1914 in which Lands described.	Description of Lands.	District in which Lands situate.
56 (*continued*)	Lands adjoining the northern side of the main line and extending in an easterly direction from the said bridge.	Parish and urban district of Hayes and parish of Norwood and urban district of Southall–Norwood in the county of Middlesex.
	Lands adjoining the northern side of the main line and extending in an easterly direction from Southall Station.	Parish of Norwood and urban district of Southall-Norwood in the county of Middlesex.
	Lands adjoining the northern side of the main line and extending from Langley Station to the bridge over the Staines Branch Railway.	Parishes of Langley Marish and Iver in the rural district of Eton and parish and urban district of Yiewsley in the counties of Bucks and Middlesex.
	Lands adjoining both sides of the Bristol and Exeter Railway and extending from Cullompton Station to a point near Tiverton Junction Station.	Parishes of Cullompton Willand and Halberton in the rural district of Tiverton in the county of Devon.
	Lands adjoining the northwestern side of the Tiverton Branch Railway near Tiverton Junction Station.	Parish of Willand in the rural district of Tiverton in the county of Devon.
	Lands between the South Devon Railway Laira Loop and Sutton Harbour Branch Railway.	Parish and county borough of Plymouth in the county of Devon.
	Lands adjoining the southern side of the South Devon Railway and the western side of Laira Loop.	
	Lands adjoining the northern side of the South Devon Railway and extending in an easterly direction from the bridge over Old Laira Road.	

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Section of the Great Western Railway Act 1914 in which Lands described.	Description of Lands.	District in which Lands situate.
56 (*continued*)	Lands adjoining the northern side of the South Devon Railway near Lipson Vale Halt.	Parish and county borough of Plymouth in the county of Devon.
	Lands adjoining the southern side of the South Devon Railway near Lipson Vale Halt.	
	Lands adjoining the northern side of the Fowey Branch Railway near the bridge carrying the Cornwall Railway over that railway.	Parishes of St. Blazey and Tywardreath in the rural district of St. Austell in the county of Cornwall.
	Lands adjoining both sides of the Company's Stourbridge Extension Railway and alteration and diversion of footpath.	Parishes of Upper Swinford and Stourbridge in the urban district of Stourbridge and parish of Lye in the urban district of Lye and Wollescote in the county of Worcester.
	Lands adjoining the southern side of the Birmingham Wolverhampton and Dudley Railway.	Parish and county borough of West Bromwich in the county of Stafford.
	Lands adjoining the north-western side of the Monmouthshire (Western Valleys) Railway and the western side of the River Ebbw.	Parish and urban district of Abercarn in the county of Monmouth.
	Lands adjoining the eastern side of the Monmouthshire (Western Valleys) Railway and extending from the bridge carrying that railway over the River Ebbw to a point near the viaduct carrying the Company's Pennar Branch Railway over the said railway.	Parish and urban district of Abercarn and parish and urban district of Risca in the county of Monmouth.

Section of the Great Western Railway Act 1914 in which Lands described.	Description of Lands.	District in which Lands situate.
56 (*continued*)	Lands adjoining both sides of the South Wales Railway and extending from the bridge carrying the Taff Vale Railway (East Branch) over that railway to the Newtown goods depôt of the Company. Lands abutting on the northern side of Cowbridge Road. Lands adjoining the north-eastern side of the South Wales Railway and extending from the last-mentioned bridge to Lansdowne Road. Lands adjoining both sides of the South Wales Railway and being partly on the site of Grosvenor Street and the road leading to the sanatorium of the corporation of Cardiff and partly lands on both sides of the said street and road. Lands partly lying on and adjoining the southern side of the South Wales Railway and partly situate between Bassett Street and the southern side of the said railway. Lands abutting on the western side of Leckwith Road.	Parish and city and county borough of Cardiff in the county of Glamorgan.
	Lands adjoining the south-eastern side of the South Wales Railway and extending from the viaduct carrying the Barry Railway over that railway to a point near St. Fagans Station.	Parishes of St. Fagans and Michaelstone-super-Ely in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.

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Section of the Great Western Railway Act 1914 in which Lands described.	Description of Lands.	District in which Lands situate.
56 (*continued*)	Lands adjoining both sides of the South Wales Railway and extending from the bridge over the River Ely at St. Fagans Station to Ely Station.	Parishes of St. Fagans and Llandaff in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.
	Lands adjoining both sides of the South Wales Railway and extending from Margam Sidings to a point near the bridge carrying the Port Talbot (Ogmore Valleys Extension) Railway over the said railway.	Parish and urban district of Margam in the county of Glamorgan.
	Lands adjoining both sides of the South Wales Railway and extending from a point near the bridge lastly hereinbefore described to Stormy sidings.	Parish and urban district of Margam and parishes of Kenfig Pyle and Tythegston Higher in the rural district of Penybont in the county of Glamorgan.
	Lands adjoining both sides of the South Wales Railway and extending from Stormy sidings to a point near the bridge carrying the said railway over Quarella Road Bridgend.	Parishes of Tythegston Higher Laleston and Newcastle Higher in the rural district of Penybont and parish and urban district of Bridgend in the county of Glamorgan.
	Lands adjoining both sides of the South Wales Railway and extending from a point near the bridge over the Rhondda and Swansea Bay Railway to the bridge over the River Avan.	Parish of Baglan Lower in the rural district of Neath parish and borough of Aberavon and parish and urban district of Margam in the county of Glamorgan.
	Lands adjoining both sides of the South Wales Railway and extending in a south-easterly direction from the bridge over the River Avan.	Parish and urban district of Margam in the county of Glamorgan.

PART 2. A.D. 1926.

Section of the Great Western Railway Act 1914 in which Works described.	Description of Works.	District in which Lands situate.
5	Railway No. 2 - -	Parish of Burry Port Urban and urban district of Burry Port and parish of Pembrey in the rural district of Llanelly in the county of Carmarthen.
	Deviation and Widening No. 1.	Parish and urban district of Risca in the county of Monmouth.
	Widening of the Llanelly Railway.	Parish of Llandilo Tal y bont in the rural district of Swansea in the county of Glamorgan and parish of Llanedy in the rural district of Llanelly in the county of Carmarthen.
39	Lengthening of bridge over the main line near the eastern end of Hillingdon Varnish Works.	Parish and urban district of Yiewsley in the county of Middlesex.
	Lengthening of bridge carrying Dawley Road over the main line.	Parish of Harlington in the rural district of Staines and parish and urban district of Hayes in the county of Middlesex.
	Lengthening of bridge over the Bristol and Exeter Railway 97 chains north of Cullompton Station.	Parish of Willand in the rural district of Tiverton in the county of Devon.
	Lengthening of bridge over the Bristol and Exeter Railway north of the last mentioned bridge and alteration and diversion of road.	
	Lengthening of bridge over the Bristol and Exeter Railway southwest of Tiverton Junction Station.	

A.D. 1926.

Section of the Great Western Railway Act 1914 in which Works described.	Description of Works.	District in which Lands situate.
39 (*continued*)	Lengthening of bridge over the Stourbridge Extension Railway.	Parishes of Upper Swinford and Stourbridge in the urban district of Stourbridge in the county of Worcester.
	Lengthening of bridge over the Monmouthshire (Western Valleys) Railway and alteration and diversion of road.	Parish and urban district of Abercarn and parish and urban district of Risca in the county of Monmouth.
	Lengthening of bridge carrying the road leading from Margam Burrows to Port Talbot over the South Wales Railway.	Parish and urban district of Margam in the county of Glamorgan.
	Lengthening of bridge carrying the road leading from Kenfig to Pyle over the South Wales Railway.	Parish of Kenfig in the rural district of Penybont in the county of Glamorgan.
	Lengthening of bridge carrying the road leading from Aberavon to Bridgend over the South Wales Railway.	Parish of Pyle in the rural district of Penybont in the county of Glamorgan.
	Lengthening of bridges carrying the roads respectively leading from Tythegston and Laleston to Kenfig Hill over the South Wales Railway.	Parish of Tythegston Higher in the rural district of Penybont in the county of Glamorgan.
	Lengthening of bridge over the South Wales Railway near the farm known as Llangewydd.	Parish of Laleston in the rural district of Penybont in the county of Glamorgan.
	Lengthening of bridge over the South Wales Railway near Llangewydd Court.	Parishes of Laleston and Newcastle Higher in the rural district of Penybont in the county of Glamorgan.

Section of the Great Western Railway Act 1914 in which Works described.	Description of Works.	District in which Lands situate.
39 (*continued*)	Widening of bridge carrying the main line over the Grand Junction Canal.	Parish and urban district of Yiewsley and parish of Harlington in the rural district of Staines in the county of Middlesex.
	Widening of bridge carrying the main line over the Grand Junction Canal.	Parish of Norwood and urban district of Southall-Norwood in the county of Middlesex.
	Widening of bridge under the Bristol and Exeter Railway and the Culm Valley Branch Railway at Tiverton Junction Station.	Parish of Willand in the rural district of Tiverton in the county of Devon.
	Widening of (*a*) bridge at the eastern end of Lipson Vale Halt and (*b*) bridge carrying the South Devon Railway over Old Laira Road.	Parish and county borough of Plymouth in the county of Devon.
	Widening of bridge carrying the Monmouthshire (Western Valleys) Railway over the River Ebbw.	Parish and urban district of Abercarn in the county of Monmouth.
	Widening of viaduct carrying the South Wales Railway over the River Taff and the substitution of solid embankments.	Parish and city and county borough of Cardiff in the county of Glamorgan.
	Widening of bridge carrying the South Wales Railway over the road leading from Ely to Fairwater.	Parish of Llandaff in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.
	Widening of the following bridges carrying the South Wales Railway over the River Ely :—	
	Bridge situate about 32 chains south-west of St. Fagans Station.	Parishes of St. Fagans and Michaelstone-super-Ely in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.

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Section of the Great Western Railway Act 1914 in which Works described.	Description of Works.	District in which Lands situate.
39 (*continued*)	Bridges situate respectively about 10 chains 29 chains and 43 chains east of St. Fagans Station.	Parish of St. Fagans in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.
	Bridge situate about 63 chains east of St. Fagans Station.	Parish of Llandaff in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.
	Widening of the following bridges on the South Wales Railway :—	
	Bridge over the Afon Kenfig.	Parish and urban district of Margam and parish of Kenfig in the rural district of Penybont in the county of Glamorgan.
	Bridge over road connecting Water Street with Heol y Sheet.	Parish of Kenfig in the rural district of Penybont in the county of Glamorgan.
	Bridges over the Afon Kenfig.	Parish of Kenfig in the rural district of Penybont and parish and urban district of Margam in the county of Glamorgan.
	Bridge over road leading from Tondû to Bridgend.	Parish of Newcastle Higher in the rural district of Penybont in the county of Glamorgan.
	Bridge over road leading from Tondû to Bridgend. Bridge over River Ogmore. Bridge over Quarella Road Bridgend.	Parish and urban district of Bridgend in the county of Glamorgan.
	Widening of bridges between Baglan and Port Talbot carrying the South Wales Railway over (*a*) the road connecting Wern Street with St. Mary's Place (*b*) Church Street (*c*) Water Street and (*d*) the River Avan.	Parish and borough of Aberavon and parish and urban district of Margam in the county of Glamorgan.

Section of the Great Western Railway Act 1914 in which Works described.	Description of Works.	District in which Lands situate.
39 (*continued*)	Stopping up of road leading from Deanhill Farm to Willand and construction of new road.	Parish of Willand in the rural district of Tiverton in the county of Devon.
	Alteration and diversion of River Ebbw at Jamesville.	Parish and urban district of Abercarn and parish and urban district of Risca in the County of Monmouth.
	Alteration and diversion of River Ebbw near the viaduct carrying the Pennar Branch Railway.	Parish and urban district of Risca in the county of Monmouth.
	Stopping up of footpath connecting Pellett Street and Roland Street and construction of new footpath.	Parish and city and county borough of Cardiff in the county of Glamorgan.
	Stopping up of part of the road leading from Canton level crossing to Kitchener Road and construction of new road.	
	Diversion and stopping up of footpaths crossing the South Wales Railway on the level northwest of Ely Station and construction of new footpaths.	Parish of Llandaff in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.
	Alteration and diversion of footpath leading from Kenfig to Aberavon.	Parish of Pyle in the rural district of Penybont in the county of Glamorgan.

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