CHAP. clxxxiii.

An Act for conferring further Powers on the Great Western Railway Company, in relation to their own undertaking and the undertakings of other Companies; and for other purposes. [31st July 1871.] A.D. 1871.

29 & 30 Vict. c. cccvii. (Railway at Cardiff.)

WHEREAS by the Great Western Railway (Further Powers) Act, 1866, (herein-after called "the Company's Act of 1866,") the Great Western Railway Company (herein-after called "the Company") were empowered to make the railway secondly described in that Act, such railway being intended, in connexion with the railway first described in that Act, to effect a junction between the South Wales Railway of the Company and the railway of the Penarth Harbour Dock and Railway Company; but that junction would be more conveniently effected by means of the railway by this Act authorised and herein-after first described; and it is expedient that the Company should be empowered to construct the last-mentioned railway in lieu of the said railway authorised by and secondly described in the Company's Act of 1866, and to abandon the construction of that railway:

Railway at Landore; new road, Kingswinford.

And whereas it is expedient that the Company should be empowered to construct a branch railway from their South Wales Railway to the Landore Steelworks near Swansea, and should also be empowered to make a new road in the parish of Kingswinford in the county of Stafford, in lieu of and to discontinue so much of Meeting House Lane in the said parish as lies within the fences of the Company's railway and lands, and which now crosses the Company's railway on the level:

Additional lands.

And whereas it is expedient that the Company should be empowered to acquire by compulsion or agreement lands, houses, and buildings for the purposes of the works by this Act authorised to be executed by them, and for other purposes of or connected with their undertaking:

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New railway at Birkenhead.

And whereas the Birkenhead Railway is the joint property of the Company and the London and North-western Railway Company (herein-after called "the North-western Company"), and it is expedient that those two Companies should be empowered to construct a new railway at Birkenhead:

24 & 25 Vict. c. xxxii. (Wrexham and Minera.)

And whereas by the Wrexham and Minera Railway Act, 1861, the Wrexham and Minera Railway Company (herein-after called "the Wrexham and Minera Company") were incorporated, with power to make a railway from Wrexham to Minera: And whereas by the Wrexham and Minera Railway Act, 1865, (herein-after called "the Wrexham and Minera Act of 1865,") the Wrexham and Minera Company were empowered to make a railway (No. 1) whereby their main line would be connected both with the Company's railway and with the railway of the North-western Company, and another railway (No. 2) was also authorised by that Act, which railway the Wrexham and Minera Company were, by the Wrexham and Minera Railway Act, 1866, (herein-after called "the Wrexham and Minera Act of 1866,") required to abandon: And whereas by the Wrexham and Minera Act of 1866 the Great Western Company and the North-western Company were constituted joint owners of the said railway (No. 1) (which in that Act and this Act is called "the Minera Joint Line"), and were empowered to conduct and manage the affairs thereof by a joint committee to be appointed and constituted as is by that Act prescribed: And whereas it is expedient that further and amended powers be conferred upon the Company and the North-western Company with respect to the management of the Minera Joint Line by a joint committee: And whereas it is expedient that the Company and the North-western Company should be empowered to effect an alteration in the line and levels as authorised of a portion of the Minera Joint Line, and that the period now limited for the construction of that line should be extended:

And whereas that portion of the Wrexham and Minera Company's undertaking which is not vested in the Company and the North-western Company jointly forms a branch to the Company's undertaking, and has been constructed at the sole expense of the Company, and it is expedient that the same should be effectually vested in the Company as part of their undertaking:

Deposit of plans, &c.

And whereas plans and sections showing the lines and levels of the railways, road, and other works by this Act authorised to be constructed, and the lands by this Act authorised to be acquired and appropriated, with books of reference to such plans, have been deposited with the clerks of the peace for the counties of Glamorgan,

Stafford, Chester, Denbigh, Berks, and Northampton, which plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference respectively:

Extension of time. Ruabon and Wrexham.

And whereas it is expedient that the time limited by the Great Western Railway Act, 1868, for the purchase of lands for and for the construction of certain railways authorised by the Great Western Railway (Additional Powers) Act, 1865, (which two Acts are herein-after referred to as the Company's Acts of 1865 and 1868 respectively,) should be extended:

Superfluous lands.

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

Superfluous lands. (Company and North-western Company.)

And whereas it is expedient that the time limited for the sale by the Company and the North-western Company of certain lands acquired by them for the purposes of certain railways in which they are jointly interested should be extended, and that further powers should be conferred upon them in respect of the sale, lease, or other disposal of those lands:

Great Western and Brentford Railway.

And whereas the railway of the Great Western and Brentford Railway Company (herein-after called "the Brentford Company") is, under the authority of Parliament, leased to and worked and managed by the Company, and it is expedient that the whole undertaking of the Brentford Company should be vested in the Company, and that the Brentford Company should, except for certain purposes herein-after specified, be dissolved:

Stourbridge agreement.

And whereas it is expedient that the agreement between the Stourbridge Railway Company and the Company, dated the tenth day of March one thousand eight hundred and seventy, which is set forth in the Schedule (B.) to this Act, should be confirmed:

Bristol and North Somerset agreement.

And whereas it is expedient that the agreement between the Company, the Bristol and North Somerset Railway Company, and certain land and mineral owners and colliery proprietors in Somersetshire, dated the twenty-ninth day of June one thousand eight hundred and seventy, which is set forth in Schedule (C.) to this Act, should be confirmed:

Arrangements with the Admiralty.

And whereas it is expedient that the Company and the London and South-western Railway Company (herein-after called "the South-western Company") should be empowered to enter into and carry into effect agreements or arrangements with the Commissioners for executing the office of Lord High Admiral of the United Kingdom (herein-after called "the Admiralty"), with respect to the construction of works in connexion with the breakwater and

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Government works at Portland and the Weymouth and Portland Railway, and the communication between that railway and the breakwater:

Gloucester and Berkeley canal.

And whereas it would greatly facilitate the development and the working of the traffic between the railways of the Company near Gloucester and the docks and premises of the Gloucester and Berkeley Canal Company (herein-after called "the Gloucester Canal Company"), if the Company and the Midland Railway Company (herein-after called "the Midland Company") and the Gloucester Canal Company were empowered to make such arrangements as are in this Act authorised:

Pontypool, Caerleon, and Newport Company.

And whereas the railways of the Pontypool, Caerleon, and Newport Railway Company (herein-after called "the Pontypool Company") will when completed form a line of communication between the Newport, Abergavenny, and Hereford, and the South Wales Railways of the Company, and the Pontypool Company's Act of 1865 contains provisions for facilitating the interchange of traffic between the railways of the Company and the railways of the Pontypool Company; and it is expedient, with a view to the early completion of those railways, that the Company should be empowered to subscribe for and hold shares in or contribute funds towards the undertaking of the Pontypool Company:

Byelaws.

And whereas it is expedient that provision should be made for the byelaws and regulations of the Company from time to time in force in relation to their own undertaking being extended and made applicable to the several railways leased to or worked or managed by them, or over which they convey traffic by their own trains:

27 & 28 Vict. c. cccvi. (Provision as to Superannuation Fund.)

And whereas under the powers and provisions of the Great Western Railway Act, 1864, (herein-after called "the Company's Act of 1864,") a fund called the Great Western Railway Superannuation Fund (herein-after called "the Superannuation Fund") has been established for the payment of superannuation and other retiring allowances to the salaried officers and servants of the Company being contributors to such fund: And whereas the Company are jointly with other companies respectively the owners of, or otherwise interested in, certain lines of railway and stations, and it is frequently found convenient to appoint officers and servants of the Company (being members of the Superannuation Fund) to be officers and servants of the Company and such other Companies respectively, jointly, or of a joint committee appointed by and representing the Companies having such joint ownership or other joint interest, upon which appointment they, by operation of law, cease to be members of the Superannuation Fund, and it would

be greatly to the advantage of the officers and servants so appointed if they could, notwithstanding such appointment, continue to be members of the Superannuation Fund, and it is expedient that provision should be made in that behalf, and that provision should also be made for the admission into the scheme which has been established for the superannuation of senior officers and servants of the Company of certain officers and servants not at present entitled to such admission:

Provision as to Superannuation joint fund, &c.

And whereas it is also expedient that provision should be made for the establishment of a superannuation joint fund for the officers and servants of the Company and the North-western Company jointly, and of any joint committee representing them, and that the Company and the North-western Company should be enabled to agree as to the admission of any such officers and servants to their respective superannuation funds:

Tenbury, Shrewsbury, and Hereford and Birkenhead Railway Companies.

And whereas the respective undertakings of the Tenbury Railway Company (herein-after called "the Tenbury Company"), the Shrewsbury and Hereford Railway Company (herein-after called "the Shrewsbury Company"), and the Birkenhead Railway Company (herein-after called "the Birkenhead Company"), are vested in the Company and the North-western Company jointly, and it is expedient that further powers should be conferred upon those two Companies with respect to the exercise by them of the borrowing powers of the said three vested Companies, and the creation of debenture stock in respect thereof:

Hammersmith Railway.

And whereas it is expedient that similar powers should be conferred upon the Company and the Metropolitan Railway Company (herein-after called "the Metropolitan Company"), in respect of the undertaking of the Hammersmith and City Railway Company (herein-after called "the Hammersmith Company"), which is vested in the said two Companies jointly:

Stock of the Company in lieu of stock of vested Companies.

And whereas it is expedient that, instead of exercising the borrowing powers conferred upon other companies whose undertakings are amalgamated with or otherwise vested in the Company upon the security of those undertakings respectively, the Company should be empowered to grant and issue mortgages or debentures upon the security of their own undertaking, and to create and issue debenture stock in their undertaking:

Declaring capital of Company, &c.

And whereas it is expedient that the capital of the Company should be defined and declared, and that certain provisions of the Companies Clauses Consolidation Act, 1845, and the Companies Clauses Act, 1863, should be made applicable to the capital and undertaking of the Company:

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

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows;

Short title.

1. This Act may be cited for all purposes as "The Great Western Railway Additional Powers Act, 1871."

Provisions of general Acts herein named incorporated.

2. The Lands Clauses Consolidation Acts, 1845, 1860, and 1869, the Railway Clauses Consolidation Act, 1845, Part I., relating to the construction of a railway, Part II., relating to extension of time, and Part V., relating to amalgamation of the Railways Clauses Act, 1863, are, except where expressly varied by this Act, incorporated with and form part of this Act; and any company who are dissolved, or whose undertaking is by or under the provisions of this Act transferred to or vested in the Company, shall, upon such dissolution, transfer, or vesting be deemed to be amalgamated according to the true intent and meaning of Part V. of the Railways Clauses Act, 1863.

Interpretation of terms.

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

The expression "the Company" means the Great Western Railway Company;

The expression "the North-western Company" means the London and North-western Railway Company;

The expression "the Wrexham and Minera Company" means the Wrexham and Minera Railway Company;

The expression "the Brentford Company" means the Great Western and Brentford Railway Company;

The expression "the Midland Company" means the Midland Railway Company;

The expression "the Gloucester Canal Company" means the Gloucester and Berkeley Canal Company;

The expression "the South-western Company" means the London and South-western Railway Company;

The expression "the Admiralty" means the Commissioners for executing the office of Lord High Admiral of the United Kingdom;

The expression "the Pontypool Company" means the Pontypool, Caerleon, and Newport Railway Company;

The expression "the Tenbury Company" means the Tenbury Railway Company;

The expression "the Shrewsbury Company" means the Shrewsbury and Hereford Railway Company;

The expression "the Birkenhead Company" means the Birkenhead Railway Company;

The expression "the Metropolitan Company" means the Metropolitan Railway Company;

The expression "the Hammersmith Company" means the Hammersmith and City Railway Company;

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

Power to make railways according to deposited plans.

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

Railway at Cardiff.

A railway (two furlongs and two chains or thereabouts in length), herein-after called "the Penarth Junction," to be wholly situate within the parish of Llandaff in the county of Glamorgan, commencing by a junction with the railway No. 1, authorised by and described in the Great Western Railway (Further Powers) Act, 1866, and terminating by a junction with the railway of the Penarth Harbour Dock and Railway Company;

Railway at Swansea.

A railway (one furlong or thereabouts in length), herein-after called "the Landore Branch," to be wholly situate in the parish of Llangefelach in the county of Glamorgan, commencing by a junction with the South Wales Railway of the Company near to and on the eastern side of the Landore station, and terminating at the Landore Steelworks;

and those railways shall for all purposes, including the demanding and recovering of tolls and charges, be deemed to be part of the Company's undertaking, and the tolls, rates, and charges to be

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demanded and recovered upon or in respect thereof and the traffic thereon shall not exceed the tolls, rates, and charges prescribed by the Great Western Railway Amendment and Extensions Act, 1847.

Company may purchase certain lands of the Ecclesiastical Commissioners by agreement.

5. The Company may purchase by agreement with the Ecclesiastical Commissioners the lands belonging to them, either in possession or reversion, lying northward of the Penarth Junction, and between that junction and the South Wales Railway.

Power to cross a certain road on the level.

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

No. on deposited plan.	Parish.	Description of road.
	Landore Branch.	
32	Llangefelach - -	Parish road.

As to construction of Landore Branch over a certain road.

7. The Company shall construct the Landore Branch over the road numbered on the deposited plans 29, in the parish of Llangefelach, by carrying the same over such road by a bridge with a clear span of not less than forty feet between the piers of the said bridge, and with a headway of not less than sixteen feet above the level of the surface of the road.

Notice to be given of taking houses of labouring classes.

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

Period for completion of railways.

9. The railways by this Act authorised and herein-before described shall be completed within three years from the passing of this Act.

Imposing penalty unless railways opened.

10. If the Company fail within the period limited by this Act to complete the railways by this Act authorised and herein-before described, or either of them, 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 in respect of which the penalty has been incurred is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway in respect of which the penalty has been incurred; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeen and eighteen Victoria, chapter thirty-one, to an account to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway in respect of which the penalty has been incurred by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in compensation to parties injured.

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

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by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company.

On expiration of time limited for completion of railways powers to cease.

12. If the railways by this Act authorised and herein-before described shall not be completed within the period limited by this Act, then on the expiration of such period the powers by this Act granted for making and completing the said railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Lands for extraordinary purposes.

13. The quantity of land to be taken by the Company by agreement under the authority of this Act for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed three acres.

Abandonment of railway for which new railway intended to be substituted.

14. The Company shall abandon and relinquish the construction of the railway secondly described in and authorised by the Company's Act of 1866.

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

15. The abandonment by the Company, under the authority of this Act, of the before-mentioned railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of the Lands Clauses Consolidation Act, 1845, for any damage occasioned by the entry on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out 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 to receive compensation in accordance with the provisions in that behalf of the Railways Clauses Consolidation Act, 1845, for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the last-mentioned Act, or in the Company's Act of 1866.

Compensation to be made in respect of railway abandoned.

16. Where before the passing of this Act any contract has been entered into or notice given for the purchasing of any land for the purposes of or in relation to the railway authorised to be abandoned by this Act, and which shall not be required for the purposes of any of the works by this Act authorised, 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 Consolidation Act, 1845, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Power to make road in county of Stafford.

17. Subject to the provisions of this Act, the Company may make and maintain in the line and according to the levels shown in the deposited plans and sections the road herein-after described, with all proper approaches, works, and conveniences connected therewith, and may exercise the powers herein-after contained, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for that purpose; (that is to say,)

A road to be wholly situate at Brettel Lane in the parish of Kingswinford in the county of Stafford, commencing by a junction with the turnpike road leading from Stourbridge to Dudley about two chains and a half eastward of the point at which that road is carried over the Oxford, Worcester, and Wolverhampton Railway of the Company, and terminating by a junction with Meeting House Lane at a point about two chains and a half to the eastward of the point where that lane is crossed on the level by the said railway;

and when the new road is completed and opened to the public the Company may stop up and appropriate to the purposes of the Company so much of Meeting House Lane as lies within the fences of the Company's railway and lands, and all rights of way over the above-mentioned portion of Meeting House Lane are hereby extinguished.

Power to deviate in construction of road.

18. In constructing the road by this Act authorised and herein-before described, the Company may deviate from the line thereof shown upon the deposited plans to any extent not exceeding the limits of such deviation as delineated on those plans, and may deviate from the levels thereof, as shown on the deposited sections, to any extent not exceeding five feet.

Road to be substituted for portion stopped up.

19. The road by this Act authorised and herein-before described shall, when and so soon as the same is made and completed and opened for public traffic, be substituted for the portion of Meeting House Lane which will be rendered unnecessary by reason of the construction of the said road, and shall thenceforth have all the incidents which the said portion of Meeting House Lane would have had if this Act had not passed.

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Company may acquire additional lands.

20. In addition to the other lands which the Company are by this Act authorised to acquire, they may from time to time enter upon, take, use, and appropriate all or any of the lands, houses, and buildings delineated upon the deposited plans and described in the deposited books of reference relating thereto; (that is to say,)

Certain lands, houses, and buildings in the parish of Saint Mary, Reading, in the county of Berks, on the northern side of the main line of the Company's railway and immediately adjoining thereto, and extending westward from the road leading from Reading to Caversham measured along the said railway for a distance of about forty-four chains:

Certain lands, houses, and buildings in the parish of Saint Lawrence, Reading, in the said county of Berks, on the northern side of the main line of railway of the Company, and bounded on the northern side thereof by land belonging or reputed to belong to John Weldale Knollys, Esquire, on the south by certain lands of the Company, on the west by land and buildings used for the purposes of an iron foundry, and on the east by the road leading from Reading to the King's Meadow:

Certain lands, houses, and buildings in the parish of King's Sutton in the county of Northampton, on the eastern side of the Birmingham and Oxford Railway of the Company, and immediately adjoining thereto, and extending northward from an occupation road which crosses the said railway belonging or reputed to belong to the trustees of Mrs. Sophia Willes for a distance of about sixteen chains and a half:

Certain lands, houses, and buildings in the parish of Merthyr Tydfil in the county of Glamorgan, near to the southern end of the Company's railway yard at Merthyr Tydfil, and bounded on the north by the said railway yard, on the west partly by the said yard and partly by the turnpike road leading from Merthyr to Cardiff, and partly by lands and houses belonging or reputed to belong to Messieurs Rees Edward Davies and Augustus Richard Davies, on the east by the Dowlais Branch Railway, and on the south by lands and houses belonging or reputed to belong to Messieurs Rees Edward Davies and Augustus Richard Davies.

Powers for compulsory purchases limited.

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

Power to Company and North-

22. Subject to the provisions of this Act, the Company and the North-western Company jointly may make and maintain in the

lines and according to the levels shown on the deposited plans and sections the railway and alteration of railway herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and may (except as herein-after provided) enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for that purpose. The railway and alteration of railway in this enactment referred to and hereby authorised are,— western Company to make railway and works.

A railway four furlongs and one chain or thereabouts in length, (herein-after called "the Birkenhead New Line,") to be wholly situate within the township and extra-parochial chapelry of Birkenhead in the county of Chester, commencing by a junction with the Birkenhead Railway of the Company and the North-western Company near the southern entrance to the tunnel on that railway near to the Monk's Ferry station, and terminating on certain land bounded on the north by the approach road to the Woodside Ferry, on the south by a shipbuilding yard in the occupation of Messieurs Clover and Company, on the east by workshops belonging or reputed to belong to the Birkenhead Improvement Commissioners, and by the river Mersey, and on the west by a street called Rose Brae:

An alteration in the parish of Wrexham in the county of Denbigh (herein-after called "the Minera Joint Line Alteration") of the levels and works of so much of the Minera Joint Line as lies between the authorised junction of that railway with the Minera Branch of the Company and a point thereon about sixty-four chains westward of the said point of junction.

For all purposes whatever, including the demanding and recovering of tolls and charges, the Birkenhead New Line shall be deemed to be a part of the Birkenhead Railway of the Company and the North-western Company, and the Minera Joint Line Alteration shall be deemed to be a portion of the Minera Joint Line: Provided always, that nothing in this Act contained shall in anywise prejudice or affect the rights of the Mersey Docks and Harbour Board under and by virtue of the fortieth section of the Mersey Docks and Harbour Works Act, 1858: Provided also, that nothing in this Act contained shall authorise the Company in any respect to alter or remove the shore moorings of the Woodside landing stage, or the wall in which the same are fixed, without the sanction of the Mersey Docks and Harbour Board.

23. The Company and the North-western Company shall not divert, alter the level of, or otherwise interfere with the said street Restricting interference with Rose Brae.

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called Rose Brae, except temporarily, during the construction of the bridge to carry the said street over the proposed railway, and such temporary interference shall not extend over a longer period than is actually necessary.

Provision for substituted road.

24. Before interfering with the said street, and during the whole period of such interference, the Company and the North-western Company shall, provide and maintain a substituted road to the reasonable satisfaction of the surveyor of the corporation of Liverpool, as a means of access between the shipbuilding yards of the said corporation and Chester Street; and if such road shall not be provided, the corporation and their lessees and occupiers shall be entitled to compensation for any damage or injury which they or any of them shall sustain by reason of the interference with the said street or the construction of the works, the amount of such compensation to be settled by arbitration under the provisions of "The Lands Clauses Consolidation Act, 1845."

Certain lands not to be taken without consent.

25. The Company and the North-western Company, or either of them, shall not, without the previous consent in writing of the Birkenhead Improvement Commissioners, enter upon, take, or use, either temporarily or permanently, any portion of the lands and property belonging or reputed to belong to the said commissioners, numbered 153, 154, 155, and 156 on the deposited plans, or so much of the property numbered 152 on the deposited plans as is situate within a line parallel to and eighteen feet to the westward of the workshops belonging to the said commissioners.

Power to cross a certain road on the level.

26. Subject to the provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," contained in reference to the crossing of roads on the level, it shall be lawful for the Company and the North-western Company, in the construction of the Minera Joint Line Alteration, to carry the same with a single line of railway only whilst the said alteration shall consist of a single line, and afterwards with a double line of railway only, across and on the level of the road next herein-after mentioned; (that is to say,)

No. on deposited plan.	Parish.	Description of road.
	MINERA JOINT LINE ALTERATION.	
15	Parish of Wrexham (ecclesiastical district of Brymbo).	Public road.

Inclinations of certain roads.

27. In altering for the purposes of this Act the roads next herein-after mentioned, the Company and the North-western Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

No. on deposited plan.	Parish.	Description of road.	Intended inclination.
		MINERA JOINT LINE ALTERATION.	
7	Parish of Wrexham (ecclesiastical district of Brymbo).	Public road - -	1 in $6\frac{1}{2}$.
15	Parish of Wrexham (ecclesiastical district of Brymbo).	Public road - -	1 in 13.

Notice to be given of taking houses of labouring classes.

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

Period for completion of Birkenhead New Line.

29. The Birkenhead New Line shall be completed within five years from the passing of this Act.

Imposing penalty unless same opened.

30. If the Company and the North-western Company fail within the period limited by this Act to complete the Birkenhead New Line by this Act authorised and herein-before described, those Companies shall be jointly liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of that railway; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as the Railway and Canal Traffic Act,

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1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeen and eighteen Victoria, chapter thirty-one, to an account to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company and the North-western Company were prevented from completing or opening the Birkenhead New Line by unforeseen accident, or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in compensation to parties injured by non-completion of Birkenhead New Line.

31. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the Birkenhead New Line, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company and the North-western Company by this Act of taking property for the purposes of that railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company and the North-western Company.

On expiration of time limited for completion of Birkenhead New Line powers to cease.

32. If the Birkenhead New Line shall not be completed within the period limited by this Act, then on the expiration of such period the powers by this Act granted to the Company and the North-western Company for making and completing that railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Land for extraordinary purposes.

33. The quantity of land to be taken by the Company and the North-western Company for the extraordinary purposes mentioned

in the Railways Clauses Consolidation Act, 1845, shall not exceed ten acres.

As to portion of existing Birkenhead Railway.

34. The Company and the North-western Company may abandon and relinquish the maintenance of so much and such parts of their existing Birkenhead Railway as may, in their opinion, become useless by reason of the construction of the Birkenhead New Line, and they shall sell and dispose of the site and soil of the portions so become useless within ten years from the abandonment thereof, subject to the provisions of the Lands Clauses Consolidation Act, 1845, with reference to the sale of superfluous lands; but those companies shall not, under the powers given to them by this enactment, abandon or relinquish the maintenance of any part of their existing railway which is or may be used for traffic passing to or from all or any part of the Birkenhead Docks, nor shall those companies under the powers of this Act abandon or shut up any tunnel connected with the existing Birkenhead Railway which is used as an access to any property now belonging to the Birkenhead Improvement Commissioners.

As to construction of railway and works in Birkenhead.

35. In constructing within the town of Birkenhead the railway and works by this Act authorised, the Company and the North-western Company (herein-after called "the Companies") shall conform to and observe the following provisions, regulations, and restrictions:

1. The Companies shall not, without the consent in writing of the Birkenhead Improvement Commissioners, (herein-after called "the Commissioners,") signified in writing under the hand of their clerk, make more than two shafts or eyes in any street:
2. When required by the Commissioners, by writing under the hand of their clerk, after the completion of the said railway and works, the Companies shall remove any shaft, eye, or other work which may have been constructed in any street, and shall, to the satisfaction of the Commissioners, restore the surface of the said street and maintain the same in good and sufficient repair for the period of twelve months after such restoration:
3. The Companies shall not permanently stop up or appropriate any street, road, lane, passage, or place in Birkenhead without the consent in writing of the Commissioners first had and obtained:
4. Before interrupting or interfering with any existing sewer or drain or water or gas main or pipe, the Companies shall, at their own expense, construct and lay down, according to a

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plan to be approved by the Commissioners, and to their reasonable satisfaction, another sewer or drain or water or gas main or pipe, in lieu of the sewer or drain or water or gas main or pipe so interrupted or interfered with, and such substituted sewer or drain or water or gas main or pipe shall be connected by and at the expense of the Companies with any existing sewer or drain or water or gas main or pipe, as the case may be, in such manner as shall be approved by the Commissioners:

5. If by reason of the construction of the said railway and works the Commissioners shall at any time necessarily incur any cost in altering any existing sewer or drain or water or gas main or pipe, the Companies shall pay to the Commissioners such additional cost, and in default of payment the same may be recovered in any court of competent jurisdiction:

6. If in the construction of the said railway and works any re-arrangement of the water or gas mains or pipes shall thereby be rendered necessary, the Companies shall pay to the Commissioners the cost of such re-arrangement, and the same may in default of payment be recovered in any court of competent jurisdiction:

7. Where the surface of any street, road, lane, passage, or place is altered or interfered with by the Companies in the construction of the said railway and works, such surface shall, by and at the expense of the Companies, be restored to the same order and condition in which it was before such alteration or interference, and shall be kept in good and sufficient repair by and at the expense of the Companies for a period of twelve months after such restoration:

8. Where any street, road, lane, passage, or place is temporarily diverted or obstructed, the Companies shall provide accommodation for the traffic and accesses to houses and other places, with proper fences and lights, to the reasonable satisfaction of the Commissioners, and shall maintain such accommodation, accesses, fences, and lights to the like satisfaction:

9. The provisions contained in sections eighteen to twenty-three, both inclusive, of the Railways Clauses Consolidation Act, 1845, shall, subject to the provisions of this Act, apply to the water and gas mains and pipes and the property of the Commissioners, and the word "Company" or "Society" in the said section shall for all the purposes of this Act be held to extend to and include the Commissioners:

10. Before breaking up, obstructing, or interfering with any street, road, lane, passage, or place, or any sewer or drain, under the powers or for the purposes of this Act, or removing any water or gas mains or pipes belonging to the Commissioners, the Companies shall give to the Commissioners seven days previous notice in writing, and the work to which such notice refers shall be done by the Companies to the reasonable satisfaction of the Commissioners.

Confirmation of agreement with Birkenhead Improvement Commissioners.

36. The agreement dated the thirty-first day of May one thousand eight hundred and seventy-one, and made between the Company and the North-western Company of the one part, and the Birkenhead Improvement Commissioners of the other part, which is set forth in the Schedule (D.) to this Act, is hereby confirmed and made binding on the parties thereto respectively, and full effect may and shall be given thereto.

Powers for compulsory purchases by the two Companies limited.

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

Extension of time for purchase of lands for railways in the parishes of Ruabon and Wrexham.

38. The time limited by the Company's Act of 1868 for the purchase of lands required for the purposes of the two railways in the parishes of Ruabon and Wrexham in the county of Denbigh, authorised by the Company's Act of 1865, and herein-after called "the Ruabon and Wrexham lines," is hereby extended for the period of three years from the passing of this Act.

Extension of time for completion of those railways.

39. The time limited by the said Act of 1868 for the completion of the Ruabon and Wrexham lines, and the works connected therewith, is hereby extended for the period of three years from the passing of this Act, and section twenty-three of that Act shall be and is hereby repealed.

Imposing penalty unless those railways opened.

40. If the Company fail, within the period limited by this Act, to complete the Ruabon and Wrexham lines, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until those lines are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of those lines; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as the Railway and Canal Traffic Act, 1854; and every sum of money

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recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeen and eighteen Victoria, chapter thirty-one, to an account to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening those lines by unforeseen accident, or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in compensation to parties injured in respect of those railways.

41. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the Ruabon and Wrexham lines, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company of taking property for the purposes of those lines, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company.

On expiration of time limited for completion of Ruabon and Wrexham lines powers to cease.

42. If the Ruabon and Wrexham lines shall not be completed within the period limited by this Act, then on the expiration of such period the powers granted to the Company for making and completing those lines, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Extension of time for completion of Minera Joint Line.

43. The time limited by the Wrexham and Minera Act of 1865 for the construction of the Minera Joint Line, which by the Wrexham and Minera Act of 1866 was transferred to and vested in the Company and the North-western Company, is hereby extended

for the period of two years from the passing of this Act, within which period the Minera Joint Line Alteration shall also be completed, and section twenty-six of the Wrexham and Minera Act of 1865 shall be and the same is hereby repealed.

Imposing penalty unless Minera Joint Line opened.

44. If the Company and the North-western Company fail within the period limited by this Act to complete the Minera Joint Line, they shall be jointly liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until that railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of that railway; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the seventeenth and eighteenth Victoria, chapter thirty-one, to an account to be opened in the name, and with the privity of the Accountant General of the Court of Chancery in England, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company and the North-western Company were prevented from completing or opening the said railway by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in compensation to parties injured by non-completion of Minera Joint Line.

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

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pensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company and the North-western Company.

Extending time for sale by Company of certain lands.

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

Certain lands may be sold by Company for rent-charge and let on building leases.

47. The Company may sell the lands belonging to them, and which have not yet been applied to the purposes of the Company, or any part of such lands, in consideration of a rentcharge, as well as or instead of a sum in gross; and (with the consent in writing of the person, if any, entitled under the provisions of "The Lands Clauses Consolidation Act, 1845," with respect to the sale of superfluous lands, to a right of pre-emption), they may grant building leases of any of such lands, or any part thereof, adapted for building purposes, for such terms of years, at such rents, and subject to such covenants, conditions, and stipulations as the Company shall deem expedient, with reference to the special circumstances of each demise, but without prejudice to the provisions of "The Lands Clauses Consolidation Act, 1845," as amended or extended by this Act or any special Act relating to the Company, requiring within the respective periods prescribed by those Acts, or any of them, the sale of superfluous lands: Provided always, that nothing herein contained shall relieve the Company from the obligation imposed upon them to sell within the prescribed period any superfluous lands exceeding the total quantity which the Company are from time to time authorised to hold for extraordinary purposes by the several Acts relating to the Company: Provided further, that whenever by sale to various owners or otherwise of the reversion the reversion upon any such lease shall be severed, the rent may be apportioned by agreement between such owners, and if such apportionment be not so settled the same shall be settled by an arbitrator appointed by the Board of Trade; and after such apportionment the owner of each part of the reversion shall, in respect of the apportioned rent allotted or

belonging to him, have the benefit of all conditions or powers of re-entry for nonpayment of the original rent in like manner as if such conditions or powers had been reserved to him as incident to his part of the reversion in respect of the apportioned rent allotted or belonging to him: Provided also, that any such agreement shall be binding only upon the parties thereto, and no such apportionment shall (unless with express consent in writing) alter, prejudice, or affect the rights or interests of any lessee of the lands in respect of which such apportionment is made, his executors, administrators, or assigns.

Extending time for sale by Company and North-western Company of certain lands.

48. The Company and the North-western Company may, notwithstanding anything to the contrary in the Lands Clauses Consolidation Act, 1845, or in any Act relating to those Companies or to the West London and West London Extension Railways, with which that Act is incorporated, retain and hold for the period of ten years from the passing of this Act any lands which have not yet been applied to the purposes of those undertakings, or sold or disposed of; but they shall at the expiration of that period sell and dispose of all such parts of those lands respectively as shall not then have been sold or disposed of or applied to, or are not then required for the purposes of, the above-mentioned railways.

Certain lands may be sold by Company and North-western Company for rentcharge and let on building leases.

49. The Company and the North-western Company may sell the lands belonging to them, and which have not yet been applied to the purposes mentioned in the last preceding enactment, or any part of such lands, in consideration of a rentcharge, as well as or instead of a sum in gross; and (with the consent in writing of the person, if any, entitled under the provisions of "The Lands Clauses Consolidation Act, 1845," with respect to the sale of superfluous lands, to a right of pre-emption) they may grant building leases of any of such lands, or any part thereof, adapted for building purposes, for such terms of years, at such rents, and subject to such covenants, conditions, and stipulations as the Company and the North-western Company shall deem expedient with reference to the special circumstances of each demise, but without prejudice to the provisions of the Lands Clauses Consolidation Act, 1845, as amended or extended by this Act or any special Act relating to those Companies, requiring within the respective periods prescribed by those Acts, or any of them, the sale of superfluous lands: Provided always, that nothing herein contained shall relieve the Company and the North-western Company from the obligation imposed upon them to sell within the prescribed period any superfluous lands exceeding the total quantity which they are by the several Acts relating to the railways mentioned in the last preceding enactment from time to time autho-

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rised to hold for extraordinary purposes: Provided further, that whenever by sale to various owners or otherwise of the reversion the reversion upon any such lease shall be severed, the rent may be apportioned by agreement between such owners, and if such apportionment be not so settled the same shall be settled by an arbitrator appointed by the Board of Trade; and after such apportionment the owner of such part of the reversion shall, in respect of the apportioned rent allotted or belonging to him, have the benefit of all conditions or powers of re-entry for nonpayment of the original rent in like manner as if such conditions or powers had been reserved to him as incident to his part of the reversion in respect of the apportioned rent allotted or belonging to him: Provided also, that any such agreement shall be binding only upon the parties thereto, and no such apportionment shall (unless with express consent in writing) alter, prejudice, or affect the rights or interests of any lessee of the lands in respect of which such apportionment is made, his executors, administrators, or assigns.

Provision for substitution of stock of the Company for shares or stock of the Brentford Company.

50. The Company, with the previous consent of three fourths of the votes of the shareholders in the Company and in the Brentford Company respectively, present in person or by proxy at some general meeting of the respective Company specially convened for the purpose, may issue to every holder of ordinary shares in the Brentford Company consolidated preference stock of the Company bearing interest at the rate of five pounds per centum per annum, to an amount not exceeding fifty per centum of the amount paid up upon or in respect of the shares of the Brentford Company held by him, in lieu of or in exchange for the shares in the Brentford Company so held by him. The Company may from time to time create and issue such an amount of consolidated preference stock in their undertaking as may be required for that purpose, and the same shall rank pari passu and be consolidated with the other consolidated preference stock of the Company.

Vesting in Company undertaking of Brentford Company.

51. After such consent as aforesaid of the shareholders in the Company and the Brentford Company respectively has been obtained, and upon the registration in the books of the Company of the names of the holders of shares in the Brentford Company as the holders of the amount of the consolidated preference stock of the Company to which they may be entitled as herein-before provided, the undertaking of the Brentford Company, and the several railways and branches, stations, sidings, approaches, buildings, fixed plant, docks, warehouses, and all other works, whether complete or incomplete, and all the lands and other the property, estate, moneys, books, papers, documents, and assets of that Company, shall be and are

hereby absolutely vested in the Company as part of their undertaking, and the Brentford Company shall thereupon be dissolved except for the purpose of winding up its affairs, and the Brentford Company shall be deemed to be amalgamated according to the true intent and meaning of Part V. of the Railways Clauses Act, 1863.

Company may exercise powers of Brentford Company.

52. Immediately upon the vesting of the Brentford Company under the last preceding enactment the Company may and shall exercise and fulfil in their own name and under their own seal, and in the names and under the hands of their directors, officers, or servants, all the rights, powers, liabilities, and obligations of the Brentford Company, whether with reference to the acquisition of lands, the construction of works, the borrowing of money, the levying of tolls, rates, and charges, or otherwise, in like manner as those rights, powers, liabilities, and obligations are authorised and required to be exercised and fulfilled by that Company; and upon such vesting the Company may create and issue from time to time debenture stock of the Company in lieu of or in exchange for or instead of the renewal of and to the amount of the debentures, debenture stock, mortgages, or bonds authorised to be created or issued by the Brentford Company, or they may exercise in their own name and on the security of their own undertaking the borrowing powers of the Brentford Company, and the debenture stock so created shall rank pari passu with all other debenture stock of the Company.

Subject to exchange, Company to pay dividends on preference shares of Brentford Company.

53. As from the vesting of the undertaking of the Brentford Company under the provisions of this Act the Company shall, subject to the provision herein-after contained for the exchange of the preference shares of the Brentford Company (herein-after called Brentford preference shares) for consolidated guaranteed stock of the Company, be liable to pay and shall pay to the several holders of Brentford preference shares the dividends or interest from time to time accruing thereon.

Power to exchange consolidated guaranteed stock of the Company for preference shares of the Brentford Company.

54. The Company, with the previous sanction and approval of three fourths of the votes of the holders of Brentford preference shares, present in person or by proxy at a meeting of those holders specially convened for the purpose in the manner prescribed by the Acts relating to the Brentford Company for calling general meetings of that Company, may issue to the holders of Brentford preference shares in exchange for the same such an amount of consolidated guaranteed stock of the Company bearing interest or dividend at the rate of five pounds per centum per annum as will at that rate yield an amount of interest equivalent to the amount of interest

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borne by the Brentford preference shares held by the holders thereof respectively: Provided always, that the Company may from time to time, if they think fit, issue to any holder of Brentford preference shares in exchange for the same such an amount of consolidated guaranteed stock of the Company yielding an amount of interest not greater than the amount of interest borne by the Brentford preference shares held by him as may be agreed upon between the Company and such holder. The Company may from time to time create and issue such an amount of consolidated guaranteed stock in their undertaking as may be required for the above-mentioned purposes, and the same shall rank pari passu and be consolidated with the other consolidated guaranteed stock of the Company.

Certificate of substituted stock to be issued.

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

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

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

Vesting in Company undertaking of Wrexham and Minera Company.

57. That portion of the undertaking of the Wrexham and Minera Company which is not vested in the Company and the North-western Company jointly, and the stations, sidings, approaches, buildings, fixed plant, and all other works, whether complete or incomplete, and all the lands and other the property, estate, moneys, books, papers, documents, and assets of that Company, shall be and are hereby absolutely vested in the Company as part of their undertaking, and the Wrexham and Minera Company is by this Act dissolved except for the purpose of winding up its affairs; and the undertaking of the Wrexham and Minera Company shall be deemed to be transferred to another existing company and amalgamated according to the true intent and meaning of Part V. of the Railways Clauses Act, 1863.

Company may exercise powers of Wrexham and Minera Company.

58. The Company may and shall, in respect of that portion of the undertaking of the Wrexham and Minera Company by this Act vested in them, exercise and fulfil in their own name and under their own seal, and in the names and under the hands of their directors, officers, or servants, all the rights, powers, liabilities, and obligations of the Wrexham and Minera Company, whether with reference to the acquisition of lands, the construction of works, the borrowing of money, the levying of tolls, rates, and charges, or otherwise, in like manner as those rights, powers, liabilities, and obligations are authorised and required to be exercised and fulfilled by that Company; and the Company may create and issue from time to time debenture stock of the Company in lieu of or in exchange for, or instead of the renewal of and to the amount of, the debentures, debenture stock, mortgages, or bonds authorised to be created or issued by the Wrexham and Minera Company, or they may exercise in their own name and on the security of their own undertaking the borrowing powers of the Wrexham and Minera Company, and the debenture stock so created shall rank pari passu with all other debenture stock of the Company.

Substitution for joint committee of Minera Joint Line of another joint committee.

59. The Company and the North-western Company may substitute for the joint committee provided for by the Wrexham and Minera Act of 1866 for the management of the Minera Joint Line, any other joint committee which the said two Companies have power to appoint for joint purposes, and they may delegate to such other joint committee all or any of the powers which they are empowered to delegate to the Wrexham and Minera Railway joint committee, and they may if they think fit dissolve and abolish that joint committee.

Confirmation of agreement with Stourbridge Railway Company.

60. The agreement dated the tenth day of March one thousand eight hundred and seventy, and made between the Stourbridge Railway Company and the Company, which is set forth in the Schedule (B.) to this Act, is hereby confirmed and made binding on the parties thereto, and full effect may and shall be given thereto.

Confirmation of agreement with Bristol and North Somerset Railway Company and land and mineral owners and colliery proprietors.

61. The agreement dated the twenty-ninth day of June one thousand eight hundred and seventy, and made between the Company, the Bristol and North Somerset Railway Company, and certain land and mineral owners and colliery proprietors in Somersetshire, which is set forth in the Schedule (C.) to this Act, is hereby confirmed and made binding on the parties thereto respectively, and full effect may and shall be given thereto: Provided always, that throughout that agreement the word "debentures" and the expression "debenture debt" shall be deemed to include debenture stock.

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Authorising agreements between the Company and South-western Company and the Admiralty.

62. The Company and the South-western Company may from time to time enter into and carry into effect agreements or arrangements with the Admiralty in reference to the construction of works in connexion with the breakwater and Government works at Portland, and the Weymouth and Portland Railway at Portland, and the communication between the said railway and the breakwater.

Authorising agreements between Company, Midland Company, and Gloucester and Berkeley Canal Company.

63. The Company and the Gloucester Canal Company, and the Midland Company and the Gloucester Canal Company, and the Company and the Midland Company jointly, on the one hand, and the Gloucester Canal Company on the other hand, may enter into and carry into effect agreements with reference to the laying down by the Companies parties to the agreement, or any or either of them, of rails within or upon the quays, wharves, works, and lands adjoining the docks at Gloucester of the Canal Company, for the purpose of connecting the railways of the Company and the Midland Company, or either of them, with the quays, wharves, and other works of the Gloucester Canal Company, and with reference to the mode in which the expenses thereof shall be defrayed by and between the Companies parties to the agreement, or any or either of them, and with reference to the payments to be made by any or either of such Companies to the other or others of them in respect of the laying down of such rails, and the management, maintenance, working, and use thereof, and otherwise in relation thereto.

Power to subscribe or contribute funds towards undertaking of Pontypool Company.

64. The Company may, with the authority of three fourths of the votes of their shareholders, present in person or by proxy at a general meeting of the Company specially convened for the purpose, from time to time subscribe for and take shares in or contribute funds towards the undertaking of the Pontypool Company to any extent not exceeding the sum of fifty thousand pounds; and the Company may with the like authority apply in payment of that subscription or contribution any moneys which they are already authorised to raise, and which may not be required by them for the purposes of their undertaking; and the Company shall, in respect of any sum subscribed and shares taken have all the powers, rights, and privileges (except in regard to voting at general meetings, which shall be as herein-after provided) and be subject to all the obligations and liabilities of proprietors of shares in the Pontypool Company: Provided always, that the Company shall not sell, dispose of, or transfer any of the shares in that Company for which they so subscribe.

Company while shareholders may

65. The Company while shareholders in the undertaking of the Pontypool Company may, by writing under their common seal, or

under the hand of the chairman for the time being of the directors of the Company, from time to time appoint some person to attend any meeting of the Pontypool Company, and such person may vote thereat in respect of the capital held by the Company in that undertaking; and every such appointment by the Company of any person to vote on their behalf shall be delivered to the Pontypool Company and kept with their records, and shall be at all reasonable times open to the inspection and transcription of all parties interested; and every such instrument shall as between the Company and the Pontypool Company be sufficient evidence of the facts therein stated.

vote at meetings of Pontypool Company.

66. The several byelaws and regulations of the Company which from time to time may be approved of by the Board of Trade may be by that board extended and made applicable to all and each of the railways belonging to or leased to, or in the occupation or under the management or control of or worked by, the Company, and with respect to which the Company owning the respective railway has power to make byelaws and regulations, and to all and each of the stations, buildings, and other premises belonging to or connected with any such railway, and also (so far as such byelaws and regulations are applicable) to the trains of the Company conveying traffic on or over the lines of companies other than those above referred to: Provided always, that proof of the publication of the said byelaws and regulations at the station or in the district at or in which any offence shall be committed shall be deemed sufficient publication within the meaning of the Railways Clauses Consolidation Act, 1845, if such offence shall be committed on any railway belonging to or leased to, or in the occupation or under the management or control of or worked by, the Company; and if such offence be committed at any station or on any railway on or over which the Company convey traffic as aforesaid, then proof of the publication of such byelaws and regulations at the station or place at which such offender becomes a passenger, or enters upon or leaves the line of any railway belonging to or leased to, or worked or run over by the Company for any particular or specified journey, or other purpose, shall be deemed sufficient.

Byelaws of the Company to apply to railways under their control.

67. Any officer or servant of the Company who is appointed by or with the approval of the Company to be an officer or servant of the Company and some other company or companies jointly, or of any joint committee appointed by and representing the Company and some other company or companies, and who is at the time of the appointment a member of the superannuation fund, may (subject

Further provision as to superannuation fund of the Company.

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to the approval of the directors of the Company), notwithstanding such appointment, continue to be a member of the superannuation fund as fully and effectually and for so long as he would have been such member had he continued an officer or servant of the Company, and the committee of management of the superannuation fund may, upon such terms and conditions as they may determine, re-admit any such officer or servant as aforesaid who previously to the passing of this Act has been so appointed as aforesaid to be a member of the superannuation fund; and any contribution to be made to such fund in respect of any such officer or servant shall be made by such officer or servant and the Companies or joint committee of which such officer or servant is then an officer or servant in equal proportions.

Further provision as to superannuation of senior officers.

68. The directors of the Company may from time to time, on application being made to them for that purpose, admit to the benefits of the scheme which has been established for the superannuation of those officers and servants of the Company who on the first day of February one thousand eight hundred and sixty-five were of the age of forty years or upwards, upon the terms of the arrangements or rules of that scheme now existing, and which scheme is valid and in force, or upon such alterations or modifications of those terms as may be agreed on, any salaried officer of the Company who may have become a salaried officer of the Company in or since the year one thousand eight hundred and sixty-five, or who may hereafter become a salaried officer of the Company, and who at the time of his becoming such salaried officer was or is of the age of forty years or upwards, or who on the first day of February one thousand eight hundred and sixty-five, being of the age of forty years or upwards, and a salaried officer of the Company, was not then on the register of salaried officers.

Company and North-western Company may establish superannuation joint fund for joint officers and servants.

69. The Company and the North-western Company jointly may establish and maintain, and may contribute to, a superannuation joint fund for the officers and servants of or employed by those two Companies jointly, or by any joint committee appointed by them, and representing them on any of the railways, stations, works, steam boats, and premises belonging to or leased to, or in the occupation of, or worked and managed by, those two Companies, or by any committee appointed by them; and the rules and regulations of the fund may be such as the Company and the North-western Company, and the contributors to the fund, or any committee or persons nominated or approved by the contributors to act on their behalf, from time to time think fit; and the Company and the North-western Company may agree to admit joint officers and servants to be members of

their respective superannuation funds, or of the fund of either of them.

Rules for the superannuation joint fund.

70. The rules and regulations from time to time made with respect to the superannuation joint fund may include rules and regulations for determining the contributions, whether yearly or otherwise, to be made to that fund partly by the Company and the North-western Company jointly, and partly by officers and servants of the Company and the North-western Company, and the benefits to be derived from that fund, and other matters relating thereto.

Power for Company and North-western Company to receive at interest moneys on account of the superannuation joint fund.

71. The Company or the North-western Company may receive and hold at interest any moneys from time to time paid in respect of the superannuation joint fund; and in accordance with the rules and regulations from time to time in force of such fund may pay or allow in account, half-yearly or otherwise, the interest at the rate from time to time determined by the rules and regulations.

Guarantee funds sufficient security for officers and servants of the Company and North-western Company jointly.

72. The Company and the North-western Company may from time to time, if and when they think fit, accept the security of the Great Western or of the North-western guarantee fund as a sufficient security for the good conduct of all or any of the officers and servants of the Company and the North-western Company jointly for whose good conduct those Companies from time to time are required or authorised to take any security.

Power to Company and North-western Company to exercise borrowing powers of other Companies.

73. The Company and the North-western Company jointly may from time to time create and issue in their own names and under their own seals debenture stock to the extent of and instead of exercising the borrowing powers conferred upon the Tenbury Company, the Shrewsbury Company, and the Birkenhead Company, and for the purposes of such creation and issue Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, is incorporated with and forms part of this Act.

Power to Company and North-western Company to agree as to the debenture debt of other Companies, and to create debenture stock.

74. The Company and the North-western Company may from time to time agree as to the assumption and adoption by each of them of the exclusive liability and obligation for and in respect of one equal half part of the debentures, debenture stock, mortgages, or bonds, created, issued, or granted by the Tenbury Company, the Shrewsbury Company, and the Birkenhead Company respectively, and may assume, adopt, allocate, and apportion such debentures, debenture stock, mortgages, or bonds accordingly; and each of them, the Company and the North-western Company, may thereupon create and issue from time to time debenture stock in their

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respective undertaking, or they may borrow on mortgage of their respective undertaking, in lieu of or in exchange for, or instead of the renewal of, and to the amount of, the debentures, debenture stock, mortgages, or bonds so assumed and adopted by them respectively. The respective debenture stock so created shall rank pari passu with and form part of the other debenture stock of the respective Company.

Power to Company and Metropolitan Company to exercise borrowing powers of Hammersmith Company.

75. The Company and the Metropolitan Company jointly may from time to time create and issue in their own names, and under their own seals, debenture stock to the extent of and instead of exercising the borrowing powers conferred upon the Hammersmith Company, and for the purposes of such creation and issue Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, is incorporated with and forms part of this Act.

Power to Company and Metropolitan Company to agree as to the debenture debt of the Hammersmith Company, and to create debenture stock.

76. The Company and the Metropolitan Company may from time to time agree as to the assumption and adoption by each of them of the exclusive liability and obligation for and in respect of one equal half part of the debentures, debenture stock, mortgages, or bonds created, issued, or granted by the Hammersmith Company, and may assume, adopt, allocate, and apportion such debentures, debenture stock, mortgages, or bonds accordingly; and each of them, the Company and the Metropolitan Company, may thereupon create and issue from time to time debenture stock in their respective undertaking, or they may borrow on mortgage of their respective undertaking, in lieu of or in exchange for, or instead of the renewal of, and to the amount of, the debentures, debenture stock, mortgages, or bonds so assumed and adopted by them respectively. The respective debenture stock so created shall rank pari passu with and form part of the other debenture stock of the respective Company.

Power to create debenture stock.

77. The Company from time to time, in lieu of borrowing any sum or sums of money which they are authorised to borrow, or in lieu of exercising the borrowing powers of any Company whose undertaking is vested or merged in or amalgamated with the Company, or for the purpose of converting into stock all or any part of their debenture debt from time to time subsisting, may create and issue at such times, in such amounts and manner, on such terms, subject to such conditions, and with such rights and privileges as they think fit, debenture stock of the Company, and may attach to such debenture stock such fixed, perpetual, irredeemable, redeemable, variable, or other preferential dividend or interest, not exceeding the rate of five pounds per centum per annum, as the Company think fit, and the debenture stock to be created under the authority of this Act shall rank pari passu with and form part

of the debenture stock of the Company; and the provisions of the "Great Western Railway Capital Act, 1861," with respect to the conversion of borrowed capital into mortgage stock, and with respect to mortgage stock and the holders thereof, shall, except so far as those provisions are varied by or are inconsistent with this present enactment, and notwithstanding anything to the contrary in any other Act relating to the Company contained, apply to the debenture stock to be created by the Company under the authority of this Act, and to the whole of the debenture debt and debenture stock of the Company from time to time subsisting, and to the holders thereof; and such debenture stock shall be transmissible and transferable in the same manner and according to the same regulations and provisions as other stock of the Company, and shall in all other respects have the incidents of personal estate: Provided that the aggregate nominal amount of the loan capital of the Company, including therein the debenture stock of the Company from time to time subsisting, shall not exceed the aggregate amount of the sums which the Company have already raised and are from time to time authorised to raise by borrowing or by the issue of debenture stock.

Capital of Company declared.

78. The aggregate capital which the Company are authorised to raise by the creation of shares or stock, except as by this Act provided (but exclusive of any sum or sums of money which they may by any other Act of the present session be authorised to raise), is hereby declared to be thirty-seven million one hundred and sixty-one thousand seven hundred and ninety-four pounds, of which capital the sum of five million three hundred and fifty-three thousand nine hundred and ninety-five pounds is represented by rentcharge stock, the sum of twelve million five hundred and sixteen thousand four hundred and fifty-four pounds by consolidated guaranteed stock, the sum of five million seven hundred and twenty-eight thousand nine hundred and thirty-nine pounds by consolidated preference stock, and the sum of twelve million three hundred and ninety-nine thousand and eighty-nine pounds by consolidated ordinary stock; and the Company may from time to time create and issue shares or stock for so much of the said capital as has not been raised by shares or stock of the Company.

Defining position of Great Western, Bristol, and Exeter and South Devon

79. Whereas by an Act of the present session, entitled "The Great Western, Bristol and Exeter, and South Devon Railway Companies (Cornwall and West Cornwall Railways) Act, 1871," the Company, the Bristol and Exeter Railway Company, and the South Devon Railway Company (in that Act referred to as "the Asso-

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Railway Companies joint rentcharge stock.

ciated Companies") are empowered, for the purposes therein mentioned relating to the Cornwall and West Cornwall Railway Companies and their respective undertakings, to create a limited amount of stock, to be called Great Western, Bristol and Exeter, and South Devon Railway Companies joint rentcharge stock, and to rank next after the debenture debts, rentcharge stocks, preference capital, and other fixed charges of the Associated Companies respectively: Therefore all stocks which under the authority of any Act passed prior to the present session of Parliament, or by this Act, the Company may have created or may hereafter create, and to which stocks a guaranteed or preferential dividend may have been or may be attached, shall be deemed to be rentcharge stock and preference capital of the Company within the meaning of the recited Act.

Borrowing powers of Company declared.

80. The Company, by order of a general meeting of the shareholders, may from time to time borrow on mortgage of their undertaking such sums as they think fit, not exceeding, except as by this Act provided, the sum of twelve million eight hundred and forty-six thousand seven hundred and eighty pounds, inclusive of mortgages granted by the Company before the passing of this Act and for the time being in force, and also inclusive of the amount of any debenture stock and of the amount represented by mortgage annuities; and such power shall be in substitution for and not in addition to all other powers of borrowing money on mortgage of the Company's undertaking conferred by any Act relating to the Company: Provided always, that as regards one hundred and forty thousand pounds, part of the said sum of twelve million eight hundred and forty-six thousand seven hundred and eighty pounds, no part thereof shall be borrowed until shares or stock for the capital of four hundred and twenty thousand pounds which the Company may create under the last preceding enactment shall have been issued and taken up, and one half thereof shall have been paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares or stock for the whole of that capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one fifth part of the amount of each separate share or portion of stock has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such shares or stock were issued and taken bonâ fide and are held by the persons to whom the same were issued or their assigns, and that such persons or their assigns are legally liable for the same; and upon production to such justice of the books of

the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Limiting powers of Company as to share capital and borrowed money.

81. The Company shall not raise by shares or stock or guarantee under any Act passed prior to the present session of Parliament any greater sum than the said sum of thirty-seven million one hundred and sixty-one thousand seven hundred and ninety-four pounds, nor shall they under any such Act raise by mortgages or by debenture stock or by mortgage annuities any greater sum than the said sum of twelve million eight hundred and forty-six thousand seven hundred and eighty pounds: Provided always, that this restriction does not extend or apply to any shares or stock which the Company are, by any Act passed prior to the present session of Parliament, and by this Act, authorised to create for the purposes of or in connexion with the acquisition by the Company of the undertaking of any other Company which they are now or may be in the present session of Parliament authorised to acquire; neither shall this restriction apply to any sum or sums of money which the Company are authorised to raise jointly with any other company or companies, nor to any moneys authorised to be raised under the provisions of this Act and any other Act or Acts of the present session of Parliament.

Provision as to securities issued in respect of purchase of Birmingham and Oxford, and Birmingham, Wolverhampton, and Dudley Railways, and as to certain loans.

82. Whereas by the Great Western Railway (Capital) Act, 1861, the Company was authorised to raise by the creation and issue of new shares or stock such sum or sums of money as might be necessary for the discharge of the securities given for the purchase moneys of the Birmingham and Oxford Junction, and the Birmingham, Wolverhampton, and Dudley Railways, not exceeding in the aggregate the sum of two million five hundred and seventy-one thousand two hundred and fifty pounds: And whereas by the Great Western Railway (Various Powers) Act, 1867, the Company was authorised to create the sum of one million one hundred and twenty-one thousand two hundred and twenty pounds of rentcharge stock, and from time to time to issue the same for the purpose of the repayment of loans raised on the security of contributions to other companies (which sums of two million five hundred and seventy-one thousand two hundred and fifty pounds and one million one hundred and twenty-one thousand two hundred and twenty pounds respectively are included in the aforesaid sum of thirty-seven million one hundred and sixty-one thousand seven hundred and ninety-four pounds), and a part only of such sums has been so raised: Therefore, until the whole of those securities and loans have been paid off or discharged, the Company may from time to time continue to give securities and

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to raise loans as heretofore for so much thereof only as remains unpaid or undischarged.

Saving certain provisions of Company's Act of 1869.

83. Nothing in this Act contained shall alter, prejudice, or affect sections fifty-two to fifty-four, inclusive, of the Great Western Railway Act, 1869, with reference to the exercise of the borrowing powers of the companies named therein.

Mortgages already granted to have priority.

84. All mortgages and bonds granted before the passing of this Act by the Company, or by or in the name of any company whose undertaking is under the powers of this Act, or of any prior Act of Parliament, purchased by or amalgamated with or vested in the undertaking of the Company, shall have priority over all mortgages granted after the passing of this Act by the Company.

Incorporating certain provisions of general Acts, and applying them to capital of Company under former Acts.

85. The following provisions of the Companies Clauses Consolidation Act, 1845; (that is to say,)

With respect to the distribution of the capital of the Company into shares;

With respect to the transfer or transmission of shares;

With respect to the payment of subscriptions and the means of enforcing the payment of calls;

With respect to the forfeiture of shares for nonpayment of calls;

With respect to the remedies of creditors of the Company against the shareholders;

With respect to the borrowing of money by the Company on mortgage or bond;

With respect to the conversion of the borrowed money into capital;

With respect to the consolidation of the shares into stock;

With respect to the provision to be made for affording access to the special Act by all parties interested;

and Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) of the Companies Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act, and shall extend and apply to the moneys which the Company are by any former Act authorised to raise by the creation of shares or stock or by borrowing, and to the shares and stock created and the mortgages or bonds granted by the Company under the provisions thereof; and so much and such parts of any former Act relating to the Company as is or are inconsistent with the before-mentioned provisions and parts of Acts shall be and the same are hereby repealed: Provided always, that nothing in this present enactment contained shall invalidate, prejudice, or affect any act or thing done by the Company before the passing of this

Act, or any right of action, claim, or demand accruing against or in favour of the Company before the passing of this Act, but everything so done, and every such right of action, claim, or demand shall be and remain of as full force and effect as if this enactment had not been made. A.D. 1871.

Company may apply surplus moneys to purposes of this Act.

86. The Company may from time to time apply to any of the purposes of this Act to be executed by them any moneys from time to time raised by them, and which are not by any of the Acts relating to the Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

General power to dispose of unappropriated new shares and stock.

87. The Company may from time to time, in raising any portion of their authorised share capital which they have not yet raised, dispose of all or any of the shares or stock representing the same, at such times, to such persons, on such terms and conditions, and in such manner as the directors think advantageous to the Company.

Power to cancel unissued shares or stock.

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

As to amount of payment and disposal of new shares and stock.

89. Any new shares or stock, whether ordinary or preferential, which the Company may create shall be of such amount and payable by such instalments or calls and at such periods as the Company shall prescribe, and any such shares and stock, whether ordinary or preferential, which the Company may create shall, except where otherwise expressly provided, be issued in such manner and be redeemable or irredeemable, terminable or perpetual, as the Company shall prescribe.

Dividends on new shares or stock created by Company.

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

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Power to convert shares into stock.

91. All shares in the capital of the Company in respect whereof the whole money prescribed shall have been paid up may from time to time, by resolution of the directors of the Company, be converted into stock of like amount, to be divided among the holders of the shares so converted according to their respective interests therein.

Scale of voting not to be altered.

92. Nothing in this Act contained shall alter, prejudice, diminish, or injuriously affect in any way the right to vote now attached to the stocks in the Company, whether consolidated guaranteed stock, consolidated preference stock, or consolidated ordinary stock, but the holders of all such stocks shall be entitled to vote in respect thereof at meetings of the Company according to the scale which is now in existence, and which is as follows; that is to say,

One vote in respect of each fifty pounds of nominal amount of shares or stock up to five hundred pounds:

One vote in respect of each two hundred and fifty pounds of nominal amount of shares or stock after the first five hundred pounds up to five thousand pounds:

One vote in respect of each five hundred pounds of nominal amount of shares or stock after the first five thousand pounds:

But no person shall be entitled to vote for any less amount than fifty pounds of nominal amount of shares or stock.

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

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

Trustees, &c. may assent to or dissent from exchange, &c. of shares or stock.

94. In all cases in which the consent of proprietors of shares or stock in the Company, or any of them, is required to the exchange or substitution of any stock or shares of the Company into or for other stock or shares of the Company, trustees, executors, or administrators may assent to or dissent from such exchange or substitution.

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

95. The Company and the North-western Company may from time to time apply to any of the purposes of this Act which may in accordance with the provisions of this Act be carried into effect by them any moneys from time to time raised by them under the authority of any Act or Acts relating to the Birkenhead Railway and to the Minera Joint Line, or either of them, and which are not by any of the Acts relating thereto made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

Midland Company may apply surplus moneys to purposes of Act.

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

Gloucester Canal Company may apply surplus moneys to purposes of Act.

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

Saving rights to Woodside Ferry.

98. Except as in this Act expressly provided, nothing herein contained shall prejudice or affect the ancient ferry or right of ferry across the river Mersey, between Birkenhead and Liverpool, usually called the Woodside Ferry, or lessen or abridge the rights, easements, and privileges belonging or incident thereto, or the rights, powers, or remedies of the owners thereof for the time being, or the free or uninterrupted access thereto and use thereof, and all such rights and powers shall, notwithstanding anything herein contained, be at all times used, exercised, and enjoyed by such owners in as full and ample a manner as if this Act had not been passed.

Saving rights of the Commissioners for the Conservancy of the River Mersey.

99. Nothing herein contained shall alter, affect, or prejudice any power, jurisdiction, or authority now vested in the Commissioners for the Conservancy of the River Mersey under the provisions of the Local and Personal Act fifth and sixth Victoria, chapter one hundred and ten (being an Act for better preserving the navigation of the river Mersey).

Saving rights of the Crown.

100. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorise the Company to take, use, or in any manner interfere with any land or hereditaments, or any rights of whatsoever description, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, without the consent in writing of the same Commissioners, or one of them, on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give); neither shall anything in the said Act or Acts contained extend to take away, prejudice,

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diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or sucessors.

Interest not to be paid on calls paid up.

101. The Company shall not, out of any money by this Act authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

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

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

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

103. Nothing herein contained shall be deemed or construed to exempt the railways by this Act authorised to be made from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act.

Expenses of Act.

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

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

County.	Parish.
Middlesex - - - -	New Brentford.
Berks - - - -	East Hagborne.
	Whitchurch.
Oxford - - - -	Chipping Norton.
	Oddington.
	St. Giles.
	St. Thomas.
	Whitchurch.
Wilts - - - -	Cricklade.
	Knook.
Somerset - - - -	Almsford.
	Claverdon.
	Marston Magna.
	Monckton Coombe.
	Over Compton.
	St. James, Bath.
	Trent.
Dorset - - - -	Beer Hacket.
	Charminster.
Gloucester - - -	Churcham.
	Churchdown.
	Cirencester.
	Highnam Over and Linton.
	Minsterworth.
Worcester - - -	Halesowen.
	Oldbury (township).
	St. Martin's, Worcester.
Hereford - - - -	Eardisland.
	Kingsland.
	Kington.
	Leominster.
	Lyonshall.
	Pembridge.
Northampton - - -	Warkworth.
Stafford - - - -	Upper Arley.
Salop - - - -	Holycross, Shrewsbury.
	St. Giles, Shrewsbury.
	Upton Magna.
Glamorgan - - -	Llanwonno.
Carmarthen - - -	Llangan.
	Llanfallteg.
	Castle Dyrran.
Pembroke - - -	Llanfallteg.

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SCHEDULE (B.)

An Agreement, made the tenth day of March in the year of our Lord 1870, between the Stourbridge Railway Company (herein-after called "the Stourbridge Company") of the one part, and the Great Western Railway Company (herein-after called "the Great Western Company") of the other part.

Whereas heads of an agreement were entered into between the Stourbridge Company of the one part, and the Great Western Company of the other part, bearing date the 1st day of June 1866, which heads of agreement are set forth in the schedule to and are confirmed by the Stourbridge Railway (Further Powers) Act, 1866, and are in the present agreement referred to as the agreement of 1866, and which Act is in this present agreement referred to as the Stourbridge Act of 1866:

And whereas another agreement was entered into between the said companies, dated the 30th day of May 1868, which agreement is set forth in Schedule (E.) to and is confirmed by the Great Western Railway Act, 1869, and is in this present agreement referred to as the agreement of 1868, and which Act is in this present agreement referred to as the Act of 1869:

And whereas by the said Act of 1869 it was amongst other things provided that the Stourbridge Company and the Great Western Company might agree that the transfer of the railway and premises provided for by section 19 of the agreement of 1866 should take effect on and from a period to be named by the said Companies earlier than the period prescribed by the same section, and that other alterations therein specified might be made in the said agreement:

Now the Stourbridge Company and the Great Western Company hereby agree to alter and modify the said two agreements as follows:

1. The transfer of the railway and premises provided for by section 19 of the agreement of 1866 shall be deemed to have taken effect on and from the 1st day of February 1870.

2. As from the 1st day of February 1870 the Great Western Company are to assume and take upon themselves as their own the whole of the debenture debt of the Stourbridge Company mentioned in Article 20, section "A.," of the agreement of 1866, except the sum of 9,000*l.*, and as if all such sums except that sum were on the said day due from the Stourbridge Company upon debentures actually issued by them under their Acts, and the Stourbridge Company are to be at liberty at any time hereafter to issue debentures bearing interest at a rate not exceeding 4½ per cent. per annum from the said 1st day of February 1870 for the whole of their debenture capital mentioned in Article 20, section "A.," of the said agreement of 1866, except the said sum of 9,000*l.*, and except the debentures heretofore issued by them in respect of such debenture capital.

3. The interest payable under Article 20, section "L.," of the agreement of 1866 on the sum of 315,800*l.* shall on and from the 1st day of February 1870 be calculated at the uniform rate of 5*l.* per cent. per annum, and shall be paid

thenceforward in perpetuity at that uniform rate, instead of at the varying rates provided for by the agreement of 1866.

4. The Great Western Company, with the concurrence of the Stourbridge Company, have at the request of that Company agreed to create and issue as on the 1st day of February 1870, 40,350*l.* Great Western Railway rentcharge stock, bearing a fixed guaranteed dividend at the rate of 5 per cent. per annum in perpetuity, and the stock so created and issued shall belong to the Great Western Company and be accepted by them in discharge of the following sums due from the Stourbridge Company to the Great Western Company; namely,

1st. The sum of 17,361*l.* 16*s.* 6*d.* mentioned in Article 4 of the agreement of 1868:

2nd. The sum of 9,034*l.* 12*s.* 4*d.* mentioned in Article 5 of the agreement of 1868:

3rd. The sum of 13,952*l.* 14*s.* 0*d.*, being the sum which has been mutually agreed upon between the Companies as an equivalent for the alteration made under Article 3 of this agreement in the rate of interest payable in respect of the said sum of 315,800*l.*

And after such issue and acceptance of stock there remained due to the Stourbridge Company from the Great Western Company in respect of the said sum of 315,800*l.* as aforesaid the sum of 275,450*l.* 17*s.* 2*d.* only, as the Companies mutually acknowledge; all the accounts between the Companies in respect of the expenses of management, interest on the debenture debt of the Stourbridge Company, and on the said several sums of 315,800*l.*, 17,361*l.* 16*s.* 6*d.*, 9,034*l.* 12*s.* 4*d.*, and 13,952*l.* 14*s.*, under the agreements of 1866 and 1868, and this agreement, have been adjusted between the Companies up to the 31st day of January 1870, and the Great Western Company may retain out of the interest payable by them to the Stourbridge Company the interest which has been found to be due to them.

5. In discharge of such sum of 275,450*l.* 17*s.* 2*d.* the Great Western Company shall create and issue Great Western Railway rentcharge stock to the amount of 275,450*l.*, bearing a fixed guaranteed dividend of 5*l.* per cent. per annum in perpetuity on and from the 1st day of February 1870, and such stock to an amount not exceeding 40,000*l.* may from time to time be issued by the Great Western Company to the Stourbridge Company to enable the Stourbridge Company to pay their debts and liabilities, and the residue of the said stock shall be issued by the Great Western Company to the holders of shares in the original capital of the Stourbridge Company and in the extension capital of the same Company, as the directors of the Stourbridge Company shall direct. And on or before the 1st day of June next the directors of the Stourbridge Company shall furnish to the Great Western Company a list of the then shareholders in the Stourbridge Company, and a statement of the amount of the said rentcharge stock to be issued to each shareholder (no shareholder being entitled to be registered for any aliquot part of a pound of rentcharge stock), and the Great Western Company shall, subject as hereinafter provided, forthwith thereafter register in their books the names of the persons to whom such rentcharge stock is so to be issued, and thereupon the shares in respect of which the stock is registered shall be cancelled. The interest payable under Article 3 of this agreement shall, as and when the said

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rentcharge stock of 315,800*l.* or any part thereof is issued, be reduced to the extent of the interest to which the rentcharge stock so issued is entitled.

6. The branch railway referred to in the Act of 1866 has been abandoned by the Stourbridge Company, and the provisions of the agreement of 1866 relating thereto have become inoperative.

7. The Stourbridge Company have incurred in respect of the costs of the Act of 1866, referred to in Article 20 of the agreement of 1866, a debt of 2,455*l.* 7*s.* 9*d.* for solicitors' and parliamentary agents' costs and certain other debts for costs of engineers and surveyors, and in respect of the said debt of 2,455*l.* 7*s.* 9*d.* the Stourbridge Company have, with the consent of the Great Western Company, issued shares in the Stourbridge Company to that amount, and in substitution for such shares the Great Western Company shall issue to or on the application of the Stourbridge Company 2,455*l.* Great Western Railway rentcharge stock bearing a fixed guaranteed dividend of 5*l.* per cent. per annum in perpetuity as from the 1st day of February 1870, and on the registration of such last-mentioned rentcharge stock the shares in respect of which the said stock is registered shall be cancelled. The interest payable by the Great Western Company in respect of the said sum of 2,455*l.* 7*s.* 9*d.* up to the 31st day of January last has been adjusted between the Companies. The Great Western Company shall undertake and pay the other debts incurred by the Stourbridge Company in respect of the Act of 1866 in exoneration of the Stourbridge Company, and the Stourbridge Company shall, if required by the Great Western Company, issue shares in payment of such last-mentioned debts, which shares shall be exchanged for Great Western rentcharge stock on such terms as may be agreed.

8. The sum which under the 22nd article of the agreement of 1866 the Great Western Company are to contribute for or towards the expenses of the management of the affairs and books of the Stourbridge Company shall cease on and from the 1st day of February 1871.

9. The Stourbridge Company shall, if required to do so by the Great Western Company, and at the cost of the Great Western Company, execute to that Company a transfer of all their railways and works, undertakings, property, surplus lands, powers, rights, and privileges whatsoever, or wheresoever situate, except the surplus lands at Langley, referred to in Article 18 of the agreement of 1866, and the surplus lands there which have been recently purchased by the Stourbridge Company from one Joseph Smith for 217*l.* 5*s.* 5*d.*, which surplus lands and the proceeds thereof shall be retained by the Stourbridge Company.

10. On or before the 1st day of February 1871 the Stourbridge Company shall hand over to the Great Western Company all the title deeds, muniments, and evidences of title relating to the lands purchased or acquired for the purposes of the undertaking and works of the Stourbridge Company (except those of the said Langley and other lands as aforesaid), and all other writings, books, securities, papers, documents, and property of every kind of the Stourbridge Company, and until that day the Great Western Company shall at all reasonable times have access to the books of the Stourbridge Company, and after that day the Stourbridge Company shall at all reasonable times have access to their books so handed over to the Great Western Company for all purposes

connected with the winding-up of the affairs of the Stourbridge Company. On the 2nd of May next the seal of the Stourbridge Company shall be handed over to the joint custody of the chairman of the Great Western Company and Alexander Clunes Sherriff, Esq., to be retained by them till the 1st day of February 1871, when it is to be handed over to the Great Western Company.

11. Before the registration herein-before. provided for shall take effect the Stourbridge Company shall pay and discharge all the debts and liabilities which as between themselves and the Great Western Company they are liable to pay and discharge, or failing such payment and discharge, they shall to the satisfaction of the Great Western Company provide for the due payment and discharge of such debts and liabilities, and the chairman, secretary, and solicitor of the Stourbridge Company shall make a statutory declaration that all such debts and liabilities of the Stourbridge Company, as far as they have become known to them, have been so satisfied or discharged; and as a security for the Great Western Company, and to meet any such liabilities for which the Stourbridge Company are now, or, were it not for the transfer, would be hereafter, liable, and which may not be then known, but which may be subsequently ascertained, the Stourbridge Company shall invest in the names of the chairman and secretary of the Great Western Company and of Alexander Clunes Sherriff, Esq., M.P., and John Harward, Esq., or such other persons as the Great Western and Stourbridge Companies shall appoint, the sum of 5,000*l.* Great Western Railway rentcharge stock, which sum shall be held in trust, and shall be appropriated or disposed of by the said parties as far as may be required to meet such last-mentioned liabilities, and the balance of the said sum of 5,000*l.* which may not be required to meet any such liabilities shall at the end of six years from the date on which the transfer takes effect be transferred as the Stourbridge Company shall on or before the 1st day of February 1871 direct, and, failing any such direction, then as the said Alexander Clunes Sherriff and John Harward, or the survivor of them, or the executors or administrators of such survivor, shall direct, the interest on the above sum being in the meantime paid over from time to time to the persons entitled thereto under any such direction as aforesaid, unless the same shall be required to satisfy the said liabilities.

12. The agreement of 1866 and the agreement of 1868 and the provisions affecting the Stourbridge Company contained in the Act of 1869 shall, except as expressly altered or varied by this agreement, continue in full force and effect.

13. The adoption of the debenture debt of the Stourbridge Company by the Great Western Company, and the issue of the several sums of rentcharge stock by the Great Western Company under this agreement, and the interest payable thereon, and the payments of the moneys hereby agreed to be paid by the Great Western Company, shall be accepted by the Stourbridge Company in lieu of and substitution for the entire share and stock capital of the Stourbridge Company which under any of their Acts they have been authorised to create or issue, and of the guaranteed shares authorised to be issued to the Stourbridge Company in lieu thereof under the agreement of 1866, and in discharge of all moneys and interest payable to the Stourbridge Company by the Great Western Company under the agreements of 1866 and 1868 and this agreement.

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14. This agreement is made under the authority of the Acts of 1866 and 1869, and is subject to the consent of three fourths of the shareholders in the said Companies present in person or by proxy at a meeting of the said Companies respectively to be specially convened for the purpose, which meeting the Companies severally hereby agree to convene accordingly.

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

L.S. of the Stourbridge Railway Company.

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

Robert James Heckford,
Clerk to Messrs. Harward, Shepherd, and Harward, solicitors, Stourbridge.

SCHEDULE (C.)

Heads of Agreement, made and entered into the 29th day of June 1870, between the Great Western Railway Company (herein-after called the Great Western Company) of the first part, the Bristol and North Somerset Railway Company (herein-after called the North Somerset Company) of the second part, and the Land and Mineral Owners and Colliery Proprietors, from time to time signing or sealing these presents (herein-after called the Colliery Proprietors) of the third part.

Whereas by certain heads of agreement dated the 25th day of May 1866, and made between the Great Western Company and the North Somerset Company, and scheduled to and confirmed by the Great Western Railway (Various Powers) Act, 1867, it was, amongst other things, provided as follows:

5. "The Great Western Railway Company, unless otherwise agreed with the Bristol and North Somerset Railway Company, to lay down the narrow gauge within five years from Frome to a junction with the Somerset and Dorset Railway at Bruton; an arbitrator to have the power of extending the time if it should appear that the traffic of the Bristol and North Somerset Railway and its district did not then warrant or necessitate such an outlay.

6. "If and when the Great Western Company lay the narrow gauge from Bristol to Salisbury the Great Western Company will, when and so soon as they do so, also lay the narrow gauge from Westbury to Frome,

so as to afford to the district of North Somersetshire through narrow-gauge communication in that direction."

And whereas circumstances have since arisen which have delayed the completion of the undertaking of the North Somerset Company (herein-after called the North Somerset Railway), but it is expected that the works on that railway will shortly be again proceeded with, and it is considered by the parties hereto of the second and third parts to be important to them that a narrow-gauge communication between the North Somerset Railway and the narrow-gauge system of railways at or near Salisbury should be completed and opened for traffic at an early period, and the Great Western Company are desirous of meeting the wishes of those parties in that respect: It has therefore been agreed as follows:

Article 1.—This agreement shall be subject to the sanction of Parliament, and, if Parliament so think fit, shall be set forth in a schedule to, and shall be confirmed by, a Bill or Bills to be promoted in the session of Parliament to be held in the year 1871, and, if necessary, in the session of Parliament to be held in the year 1872, by the Great Western Company and the North Somerset Company, or either of them, at their joint expense.

Article 2.—The Great Western and North Somerset Companies shall bonâ fide prosecute such Bill or Bills, and shall use their utmost endeavours to obtain the passing thereof into law, and the Colliery Proprietors shall, so far as may be necessary or be required of them, consent thereto and support the same.

Article 3.—Articles 5 and 6 of the said agreement of 1866, and herein-before recited, are hereby repealed.

Article 4.—The Great Western Company shall provide, at their own expense, a narrow-gauge line of railway communication between the intended junction of the North Somerset Railway at Radstock with the Radstock Branch of the Great Western Company on the one hand, and Salisbury on the other, and shall, at their own expense, effect a junction thereof with the narrow-gauge system of railways at or near Salisbury, and shall open that narrow-gauge communication and that junction for goods and mineral traffic passing that junction to places on the narrow-gauge system, together with all necessary sidings, works, and conveniences for the accommodation of that traffic, within one year from the completion and opening for public traffic of the North Somerset Railway between Radstock and Bristol, and so as to form a single line of narrow-gauge communication between the last-mentioned railway and the narrow-gauge system of railways at or near Salisbury.

Article 5.—In consideration of this agreement, and of the expenditure to be incurred by the Great Western Company in providing the narrow-gauge communication and junction aforesaid, the North Somerset Company and the Colliery Proprietors jointly and severally guarantee that for and during the first five years after the opening for traffic of the said narrow-gauge communication and junction there shall be forwarded over the same such a quantity of coal, coke, stone, and other mineral traffic destined to pass that junction to places on the narrow-gauge system as with the coal, coke, stone, and other mineral traffic which may continue to be sent from the Radstock Branch by way of Yeovil to places on the narrow-gauge system will yield to the Great Western Company for conveyance in respect of the said narrow-gauge communication, in excess of

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	£
For the first year after the opening of the said narrow-gauge communication the sum of - - -	8,000
For the second year after such opening as aforesaid -	8,500
For the third year - - - - -	9,000
For the fourth year - - - - -	9,500
For the fifth year - - - - - -	10,000

And that in default of the same being done, the North Somerset Company and the Colliery Proprietors shall make up and pay to the Great Western Company every year for the said period of five years any deficiency which may arise in any year between the gross amount received from such excess of traffic and the respective sums before mentioned, and the amount of such deficiency shall be paid to the Great Western Company within one month after the same is ascertained; but this article shall have effect subject to the following provisions; namely,

1. Any surplus arising from the traffic hereby guaranteed in any year over and above the sum due in respect of that year shall be credited by the Great Western Company to the North Somerset Company and the Colliery Proprietors towards making up any sum required to meet any deficiency of any other year during the said period of five years:
2. If the deficiency is to any extent occasioned by any act or default of the Great Western Company, or by their failing to provide reasonably sufficient engines or other appliances (except trucks) and labour for carrying and delivering the traffic to be sent under this agreement, then so much of the deficiency as is thereby occasioned shall be deducted from the total deficiency for the time being.

Article 6.—Should the North Somerset Company and the Colliery Proprietors not be called upon to make up any such deficiency as aforesaid, or after any such deficiency as aforesaid shall have been made up and recouped, all the receipts arising from the traffic on such narrow-gauge communication between Radstock and the junction at or near Salisbury shall belong exclusively to the Great Western Company.

Article 7.—All the coal, coke, stone, and other mineral traffic arising in the mineral district between Brislington and Frome, and passing from the North Somerset Railway and the Radstock Branch, or either of them, on to the narrow-gauge system of railways at or near Salisbury, shall be carried and charged for by the Great Western Company at through rates from Radstock station to be fixed by that company, not exceeding those specified in the schedule to these heads, and for the purposes of this article all the traffic aforesaid shall be treated as if it had been sent by one person.

Article 8.—The North Somerset Company agree to the Great Western Company retaining out of any moneys which may be in their hands belonging

to them, or out of any moneys which may be due or payable to them by the Great Western Company, after deducting from the gross receipts of the North Somerset Company the interest on their debenture debt, not exceeding the sum of 5,500*l.* per annum, any sum or sums which they the North Somerset Company may be called upon to pay in respect of any such deficiency or deficiencies as aforesaid.

Article 9.—The Great Western Company will at all times during the said period of five years, and for so much time afterwards as may be requisite for the due fulfilment of this agreement, keep true and perfect accounts of all the coal, coke, stone, and other mineral traffic conveyed by them over the said narrow-gauge communication and junction to be provided by them as aforesaid, but not including traffic arising short of Frome and not passing the junction at or near Salisbury; and the accounts to be kept shall be kept with such details and vouchers as are proper and sufficient for the full elucidation and for showing the correctness thereof.

Article 10.—All accounts and vouchers so kept shall be open at all reasonable times for the inspection of an accountant to be nominated for that purpose by the parties hereto of the second and third parts, or either of them, and approved by the Great Western Company, and the Great Western Company will afford all proper and sufficient facilities for the inspection of such accounts and vouchers.

Article 11.—The accounts shall be made up yearly within thirty days after the termination of each year. The first year shall be calculated from the day of opening for public traffic of the narrow-gauge communication and junction to be provided as aforesaid, of which opening one month's previous notice in writing shall be given by the Great Western Company to the parties hereto of the second and third parts, and the subsequent years shall be calculated from the termination of each then preceding year on the day of the termination thereof, calculated as aforesaid, or on such other day or days as may be agreed on, and within ten days thereafter the Great Western Company will deliver to the accountant appointed as aforesaid a proper and sufficient annual account for the first or subsequent year, as the case may be, and shall produce, if required to do so, all proper and sufficient books, accounts, and vouchers which may be necessary to explain and verify the same, and any difference which may arise as to the propriety or sufficiency of such accounts or of such books or vouchers shall be determined by arbitration in the manner herein-after provided.

Article 12.—Every difference as to the mode of keeping, or the propriety or sufficiency of the accounts or vouchers, or as to the form or contents of the annual accounts, or as to the verification thereof, shall be determined by arbitration.

Article 13.—Except as is herein otherwise provided, this agreement, so far as relates to the matters aforesaid, shall continue in full force and effect for the period of five years from the opening of the said narrow-gauge communication between Radstock and Salisbury: Provided always, that in the event of the quantity of traffic carried under this agreement after the opening of the said narrow-gauge communication producing at least annually the annual amount guaranteed to be paid by the parties hereto of the second and third parts to the Great Western Company, or of the Great Western Company recouping the

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amount of any deficiency which may have been paid by the parties hereto of the second and third parts, and agreeing to forego all or any part of the said guaranteed amounts, the Great Western Company may terminate this agreement, so far as respects the guarantee and the terms for the conveyance of the aforesaid coal, coke, stone, and other mineral traffic, as herein-before provided for, at any time by giving three calendar months notice in writing to the secretary of the North Somerset Company, or to the accountant appointed by the parties hereto of the second and third parts; but in the event of the Great Western Company giving such notice, and thereby terminating the agreement to the extent aforesaid, that Company shall continue to maintain and work the said narrow-gauge communication during the remainder of the said period of five years.

Article 14.—It is also agreed between the Great Western Company and the North Somerset Company that if the Great Western Company at any time or times during the period of five years after the opening for public traffic of the narrow-gauge communication between Radstock and Salisbury provided for by this agreement convey over the North Somerset Railway any goods or cattle traffic between any railway or station at or near Bristol and Westbury, or any place eastward of Westbury, including Salisbury and places beyond Salisbury, they may do so, and the Great Western Company during the time they so convey such traffic shall credit the gross receipts of the North Somerset Railway with an allowance of four miles in respect of the payment for such traffic being conveyed over the North Somerset Railway, and in lieu of any mileage proportion or other payment therefor: Provided that the Great Western Company shall convey such traffic over the North Somerset Railway in such a manner as not to injuriously obstruct or interfere with the working of the said North Somerset Railway, and the North Somerset Company shall not require the Great Western Company to carry passenger traffic over their railway to places eastward of Frome.

Article 15.—The Great Western Company also undertake that during the period of five years from the opening for public traffic of the North Somerset Railway, they will guarantee so far as they can legally do so the payment of the interest on the debentures of the North Somerset Company, not exceeding the sum of 5,500*l.* per annum, and will use their best endeavours to assist the North Somerset Company in placing such debentures: Provided always, that if the Great Western Company pay any moneys in respect of the guarantee of the said debentures they may at any time or times thereafter deduct any sum or sums so paid by them from any moneys in their hands belonging to the North Somerset Company, or due by them to that Company, or out of the proportion of the receipts of the North Somerset Railway payable to the North Somerset Company.

Article 16.—During the said period of five years the Great Western Company hereby agree, so far as the existing accommodation in their stations at Radstock and Bristol will admit of, to afford accommodation in these stations free of rent for the passenger and goods traffic of the North Somerset Company.

Article 17.—After the expiration of the said period of five years the Great Western Company shall, after the interest on the North Somerset Company's debenture debt, not exceeding the sum of 5,500*l.* per annum, shall have been

provided for, deduct from the moneys payable by them to that Company the sum of 50*l.* per annum in respect of the expenses of gatemen, signalmen, and others employed by them at the level crossing at Radstock sought to be authorised by the Bill promoted by the North Somerset Company in the present session of Parliament, and at the intended junction there between the North Somerset Railway and the Radstock Branch of the Great Western Company.

Article 18.—Every matter which in accordance with any of these heads is to be determined by arbitration, and any difference which from time to time arises between the Great Western Company on the one hand, and the parties hereto of the second and third parts, or their heirs, executors, administrators, successors, or assigns, on the other hand, touching the true intent or construction of these presents, or touching any of the incidents or consequences of this agreement, or touching any breach or alleged breach of this agreement, or any claim or demand by reason of any such breach or alleged breach, or touching anything to be done, omitted, or suffered in pursuance of this agreement, or otherwise touching this agreement, or any of the subject matters thereof, or anything relating thereto, shall be referred to and determined by arbitration in accordance with the Railway Companies Arbitration Act, 1859, excepting that a single arbitrator, to be appointed by the Board of Trade in case of difference, shall be substituted for two arbitrators and the umpire provided by that Act, and these presents shall accordingly be an agreement for and a reference to arbitration under that Act.

Article 19.—The North Somerset Company shall pay all costs, charges, and expenses of the parties hereto of the third part of this agreement, and incident thereto, and of the negotiations respecting the same.

Article 20.—Except as herein otherwise provided, and except during the said period of five years, nothing in this agreement contained shall alter, prejudice, or affect the agreements between the Great Western Railway Company and the North Somerset Company, dated the 25th day of May 1866 and the 25th day of June 1867, and scheduled to and confirmed by the Great Western Railway (Various Powers) Act, 1867.

The Schedule.

Table of Rates for coal in owners waggons from Radstock station to the under-mentioned stations on the London and South-western Railway by narrow gauge viâ Salisbury (traffic to be carried and charged at twenty hundredweight to the ton, with an allowance of two hundredweight per waggon for wastage); and, subject as herein-after mentioned and to the preceding agreement, these rates are to remain in force for a period of five years from the completion of the narrow gauge referred to in the agreement.

Station.	Rate per ton.	Station.	Rate per ton.
	s. *d.*		*s.* *d.*
Wimborne - - -	4 6	Wool - - - -	4 6
Poole - - - -	4 6	Moreton - - -	4 6
Poole Junction - -	4 6	Dean - - - -	3 9
Wareham - - -	4 6	Downton - - -	3 9

Station.	Rate per ton.	Station.	Rate per ton.
	s. *d.*		*s.* *d.*
Braemore - - -	4 0	Ringwood - - -	5 0
Fording Bridge - -	4 3	Greatley - - -	4 3
Verwood - - -	4 3	Porton - - -	3 6
Dunbridge - - -	4 0	Dinton - - -	3 9
Romsey - - -	4 2	Tisbury - - -	4 1
Chandlers Ford - -	4 5	Semley - - -	4 3
Winchester - - -	4 9	Gillingham - - -	4 3
Itchen Abbas - - -	4 9	Temple Combe - -	4 3
Alresford - - -	4 11	Milborne Port . -	4 6
Ropley - - -	5 0	Chard Road and Chard -	4 3
Micheldever - - -	4 11	Axminster - - -	4 9
Bishopstoke - - -	4 7	Colyton Junction - -	5 3
Netley - - - }		Colyton Town - -	5 3
Millbrook - - }	4 3	Seaton - - -	5 3
Southampton - - }		Honiton - - -	5 9
Botley - - - -	4 6	Ottery Road - -	5 9
Bishops Waltham - -	4 6	Whimple - - -	5 9
Fareham - - -	4 9	Broad Clyst - - -	5 9
Cosham - - -	4 9	Exeter - - -	5 9
Portsmouth - - -	4 9	Godalming - - -	5 9
Havant - - -	4 9	Milford - - -	5 9
Gosport - - -	4 9	Whitley - - -	5 9
Andover - - -	4 0	Haslemere - - -	5 9
Clatford - - -	4 3	Liphook - - -	5 9
Fullerton Bridge - -	4 6	Liss - - -	5 9
Overton - - -	4 9	Petersfield - - -	5 9
Oakley - - -	4 9	Rogate - - -	5 9
Basingstoke - - -	5 0	Elstead - - -	5 9
Winchfield - - -	5 1	Midhurst - - -	5 9
Fleetpond - - -	5 1	Rowland's Castle - -	5 6
Aldershot - - -	5 3	Weybridge - - -	5 9
Farnborough - - -	5 1	Chertsey - - -	5 9
Brookwood - - -	5 3	Virginia Water - -	5 9
Woking - - -	5 6	Egham - - -	5 9
Guildford - - -	5 6	Staines - - -	5 9
Ash - - - -	5 6	Sunningdale - - -	5 9
Tongham - - -	5 6	Walton - - -	5 9
Farnham - - -	5 6	Esher - - -	5 9
Bentley - - -	5 6	Surbiton - - -	5 9
Alton - - - -	5 3	Wimbledon - - -	5 9
Medstead - - -	5 3	Kingston - - -	5 9
Redbridge - - -	4 5	Epsom - - -	5 9
Eling - - - -	4 5	Stockbridge - - -	4 9
Lyndhurst Road - -	4 7	Horsebridge - - -	4 9
Brockenhurst - - -	4 9	Whitchurch - - -	4 7
Lymington - - -	4 9	Sherborne - - -	4 3
Holmesley - - -	4 9	Sutton Bingham - -	4 3
Christchurch - - -	5 0	Crewkerne - - -	4 6
Bournemouth - - -	5 0	Leatherhead - - -	5 9

Note.—The rates for stations within the city boundary do not include the 1*s.* 1*d.* city dues.

These rates are subject to any revision required by the London and South-western Railway Company.

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In witness whereof the Great Western Railway Company and the Bristol and North Somerset Railway Company, and the Companies parties hereto of the third part, have hereunto set their respective common seals, and the persons parties hereto of the third part have set their hands and seals, the day and year first above written.

(Signed)
BROOKE & WARWICK. (L.S.)
C. S. FORTESCUE. (L.S.)
FRANCES E. WALDEGRAVE. (L.S.)

L.S. of Great Western Railway Company.

W. B. NAISH. (L.S.)
CHS. HOLLWEY. (L.S.)
JOSEPH HILL. (L.S.)
WILLIAM EVANS. (L.S.)

L.S. of Bristol and North Somerset Railway Company.

(Signed)
W. B. NAISH. (L.S.)
CHAS. ATKINS COLLINS. (L.S.)

L.S. of the Westbury Iron Company, Limited.

(Signed)
GEORGE WALTERS DAUBENY,
For the Braysdown Coal Company.

L.S.

(Signed)
STEPHEN STEEDS.

L.S.

Signed, sealed, and delivered by the above-named George Guy, Earl Brooke and Earl of Warwick, in the presence of Jas. Wm. Dawson, 28, Lincoln's Inn Fields, London.

Signed, sealed, and delivered by the above referred to Frances Elizabeth Anne, Dowager Countess of Waldegrave, in the presence of Wm. Mitchell, land agent, Chewton Mendip; B. R. MacArthur, 22, Essex Street, Strand, London.

Signed, sealed, and delivered by the above referred to Chichester Samuel Fortescue, in the presence of Wm. Mitchell.

Signed, sealed, and delivered by William Benjamin Naish, Charles Hollwey, Joseph Hill, and William Evans, in the presence of Wm. Rees Mogg, solicitor, Cholwell, near Bristol.

Signed by William Benjamin Naish and Charles Atkins Collins in behalf of the Westbury Iron Company (Limited), and the seal of the said Company affixed in the presence of J. H. Anderson, secretary.

Signed, sealed, and delivered by George Walters Daubeny and Stephen Steeds, in the presence of Wm. Rees Mogg.

A.D. 1871.

SCHEDULE (D.)

AGREEMENT made and entered into this thirty-first day of May one thousand eight hundred and seventy-one, between the Great Western Railway Company and the London and North-western Railway Company, herein-after called the Railway Companies, of the one part, and the Birkenhead Improvement Commissioners, herein-after called the Commissioners, of the other part.

WHEREAS it has been agreed that, subject to the approval of Parliament and to the railway companies being authorised in the present session of Parliament to construct the railway proposed to be authorised by the Great Western Railway Bill now pending in Parliament, and which is therein described as a railway four furlongs and one chain or thereabouts in length (herein-after called "the Birkenhead New Line"), to be wholly situate within the township and extra-parochial chapelry of Birkenhead in the county of Chester, commencing by a junction with the Birkenhead Railway of the railway companies near the south entrance to the tunnel of that railway near to Monks Ferry station, and terminating on certain land bounded on the north by the approach road to the Woodside Ferry, on the south by a shipbuilding yard in the occupation of Messrs. Clover and Company, on the east by workshops and land belonging or reputed to belong to the Commissioners and by the river Mersey, and on the west by a street called Rose Brae, and also subject to the railway companies requiring to acquire the land herein-after mentioned, on the first day of January 1872, the railway companies and the Commissioners hereby agree respectively as follows:

1. The railway companies agree to purchase from the Commissioners, and the Commissioners agree to sell to the Companies, the land coloured red on the plan hereunto annexed, extending to 5,300 yards or thereabouts.

2. The price to be paid for the said land shall be 16,000*l.*

3. The railway companies shall be let into possession or receipt of the rents of the said land on the 1st day of January 1872, and the purchase shall be completed within twelve months from that date, or sooner if required by the railway companies, and interest on the purchase money at the rate of 4 per cent. per annum from the 1st day of January 1872, until the payment of the purchase money, shall be paid by the railway companies to the Commissioners.

4. The Commissioners shall purchase or discharge all rights of lessees, tenants, or others in the said land, and relieve the railway companies of all claims, if any, which may be made by such lessees, tenants, or others.

5. On all passengers arriving at Birkenhead by the proposed railway, and proceeding without unnecessary delay from Birkenhead to Liverpool by the ferry steamers employed by the Commissioners, or their assigns or tenants, and on all

passengers coming from Liverpool by the said steamers for the proposed railway, and who shall proceed without unnecessary delay by the proposed railway, the Commissioners shall allow to the railway companies, out of the gross receipts from such passengers in respect of the use of their ferry steamers, $33\frac{1}{3}$ per cent. of such gross receipts, at the rate of toll charged for the time being by the Commissioners, and such per-centage of receipts shall be paid to or accounted for by the Commissioners to the Companies on the 31st day of March and the 30th day of September in each year, unless otherwise agreed.

6. All luggage of such passengers as aforesaid carried free of charge by the railway companies, or either of them, shall be carried in the ferry steamers of the Commissioners free of any charge whatever; but the Commissioners shall not be required to convey such luggage on board or to land the same, but they shall afford all reasonable facilities to the servants of the railway companies and to such passengers to enable them to do so for the transit of such luggage.

7. The servants of the railway companies, or either of them, so employed or engaged on business connected with the passenger station at Birkenhead, shall be allowed to pass free of charge by the ferry steamers employed by the Commissioners, their assigns or tenants; and on the first day of each month, or at such other time or times as may be agreed upon, the Companies, or either of them, shall furnish to the Commissioners a list of the persons aforesaid to whom they desire free passes to be granted, and the Commissioners shall thereupon grant such passes.

8. The Commissioners, if required by the railway companies, or either of them, shall receive pass tickets issued by the railway companies to such passengers as aforesaid in lieu of demanding tolls from such passengers, and the railway companies shall pay to the Commissioners their usual toll for each such passenger, subject to the deduction of $33\frac{1}{3}$ per cent. herein-before provided for.

9. The Commissioners shall afford all reasonable facilities to the railway companies for the conveyance of excess luggage of passengers, and for parcel traffic, usually carried by passenger trains in their steamers to and from the proposed railway, and shall convey such excess luggage and traffic on the following terms; that is to say, for the first three years after the opening of the said railway, for the sum of 125*l.* per annum; for the next three years, for the sum of 150*l.* per annum; and thereafter on such terms and conditions as may from time to time be agreed on between the railway companies and the Commissioners, but the Commissioners shall not be required to convey such luggage on board or to land the same.

10. The Commissioners shall allow free of charge the use of the ferry approach road at Woodside for passenger, parcel, and other traffic usually carried by passenger trains going to or from the proposed station at Woodside, subject to the reasonable rules and regulations from time to time of the Commissioners.

11. The Commissioners and their assigns or tenants shall at all times hereafter, except otherwise agreed upon, maintain as efficient a service of steamers to and from Woodside and Liverpool, between twelve o'clock at night and five o'clock in the morning, as they have at the date of this agreement, except at any time when in consequence of accident, or of the state of the weather, or from any other sufficient cause, it shall be necessary to suspend the working of the ferry boats.

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12. The railway companies shall accept the title of the Commissioners to the land hereby agreed to be sold, and the Commissioners shall furnish an abstract of the conveyance to them of the Woodside Ferry and premises from the trustees of the late Francis Richard Price, and the Commissioners shall not be required to furnish any further or other abstract, and the railway companies shall admit that the Commissioners have power to sell the said land freed and discharged from all estate, right, interests, claim, and demand of all owners of bonds or mortgages granted by them.

13. In the event of the railway companies not intimating in writing to the Commissioners on or before the 1st day of January 1872 their intention to acquire the land above mentioned on the terms and conditions herein-before specified, this agreement shall be void and of no effect.

14. In the event of any difference arising between the railway companies, or either of them, and the Commissioners, as to this agreement, or as to any of the provisions thereof, or arising thereunder, the same shall be referred to and determined by arbitration in the manner provided by the "Railway Companies Arbitration Act, 1859," and for the purposes of such arbitration the Commissioners shall be taken and considered as if they were a railway company.

In witness whereof the said railway companies and the said Commissioners have caused their common seals to be hereunto affixed, the day and year first before written.

G. COTTMAN,
Asst. Secy.

L.S. of the Great Western Railway Company.

S. REAY,
Secy.

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

Sealed at a meeting of the Birkenhead Improvement Commissioners, in the presence of
AMBROSE WALN,
Clerk to the said Commrs.

L.S. of the Birkenhead Improvement Commissioners.

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