CHAPTER cxxxix.

An Act for conferring further powers upon the Great Western Railway Company in respect of their own undertaking and upon that Company and the London and North Western Railway Company in respect of an undertaking in which they are jointly interested and upon the Great Western and Metropolitan Railway Companies in respect of an undertaking in which they are jointly interested for amalgamating the Wye Valley Railway Company and the Lambourn Valley Railway Company with the Great Western Railway Company and for other purposes. [4th August 1905.]

A.D. 1905.

WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to make and maintain the railways and the improvements widenings deviations and alterations of railways and other works and to exercise the powers by this Act respectively authorised and conferred upon them and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith and for providing increased accommodation certain lands houses and buildings in this Act described or referred to:

And whereas it is expedient that the Company and the London and North Western Railway Company (in this Act called "the North Western Company") should be empowered to acquire the lands in this Act mentioned or referred to in that behalf:

And whereas it is expedient that the Company and the Metropolitan Railway Company (in this Act called "the Metropolitan Company") should be empowered to acquire the lands in this Act mentioned or referred to in that behalf:

A.D. 1905.

And whereas plans and sections showing the lines and levels of the railways and other works by this Act authorised to be constructed and plans showing the lands by this Act authorised to be acquired and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerks of the peace for the several counties within which such railways and other works will be constructed and such lands are situated and are hereinafter respectively referred to as the deposited plans sections and books of reference:

And whereas the undertaking of the Wye Valley Railway Company (in this Act called "the Wye Valley Company") is under the authority of Parliament worked by the Company:

And whereas the Fourth Schedule to this Act contains a statement of the particulars of the capital issued and raised by the Wye Valley Company and the whole of such capital is fully paid up and it is expedient that the Wye Valley Company should be amalgamated with the Company as provided by this Act:

And whereas the railway of the Lambourn Valley Railway Company (in this Act called "the Lambourn Company") commences in the parish of Lambourn and terminates by a junction with the Berks and Hants Railway of the Company:

And whereas the Fifth Schedule to this Act contains a statement of the particulars of the capital issued and raised by the Lambourn Company:

And whereas no interest has ever been paid upon the debenture stock of the Lambourn Company and the arrears of such interest accrued due on the thirty-first day of December one thousand nine hundred and four amounted to twelve thousand three hundred and seventy-four pounds three shillings and sixpence:

And whereas it is expedient that the undertaking of the Lambourn Company should be transferred to and vested in the Company as provided by this Act:

And whereas the holders of three fourths in value of the debenture stock of the Lambourn Company have consented in writing to the provisions of this Act relating to such debenture stock:

And whereas it is expedient that some of the provisions of the existing Acts of the Company should be amended or repealed

and that further powers should be conferred upon the Company as hereinafter provided:

And whereas it is expedient that the Company should be authorised to raise an additional sum of money and to apply their funds for the purposes of this Act and for the general purposes of their undertaking:

And whereas it is expedient that the North Western Company the Metropolitan Company and the Company should respectively be empowered to apply their funds as provided by this Act:

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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited for all purposes as the Great Western Railway (Additional Powers) Act 1905.

Incorporation of general Acts.

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

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845:

Part I. (relating to the construction of a railway) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863:

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

A.D. 1905.

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of the shares into stock; and

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

And Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

Interpretation.

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

The expression "the railway" or "the railways" means the new railways and the deviations of railways by this Act authorised;

The expression "the Two Companies" means the Company and the North Western Company or whichever of those companies exercises the powers by this Act conferred upon the Two Companies;

The expression "the Joint Companies" means the Company and the Metropolitan Company or whichever of those companies exercises the powers by this Act conferred upon the Joint Companies;

The expression "the date of amalgamation" means as regards the amalgamation of the Wye Valley Company and the expression "the date of vesting" means as regards the vesting of the Lambourn Company the 1st day of July 1905.

Protection of gas and water mains of local authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

Power to make new railways deviations and works.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways and improvements widenings deviations and alterations of railways hereinafter described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes The new railways and improvements widenings deviations and alterations of railways and works hereinbefore referred to and authorised by this Act are—

Coley Branch Reading.

A Railway (No. 1) 1 mile 6 furlongs and 1 chain in length wholly in the parish of Saint Mary with Southcot in the county borough of Reading in the county of Berks commencing by a junction with the Berks and Hants Railway of the Company and terminating at or near the northern end of Bear Wharf:

A Railway (No. 2) 3 chains in length wholly in the said parish of Saint Mary with Southcot commencing by a junction with Railway (No. 1) at or near the southern end of Bear Wharf and terminating on the premises of H. and G. Simmonds Limited on the western side of Fobney Street at a point 3 chains or thereabouts north of the junction of that street with Willow Street.

Kings Sutton Loop.

A Railway (No. 3) 3 furlongs and 4·70 chains in length commencing in the parish of East Adderbury in the county of Oxford by a junction with the Banbury and Cheltenham Railway of the Company at a point 33 chains or thereabouts south-west of the junction of that railway with the Oxford and Birmingham Railway of the Company and terminating in the parish of Kings Sutton in the county of Northampton by a junction with the last-mentioned railway.

South Devon Railway Deviation.

A Railway (No. 4) 6 miles 2 furlongs and 0·80 chain in length wholly in the county of Devon commencing in the

A.D. 1905.

parish of Rattery by a junction with the South Devon Railway of the Company and terminating in the parish of Little Hempstone by a junction with Deviation (No. 2) by this Act authorised in the field or enclosure numbered 8 on the 25-inch Ordnance map (first edition 1888) of the said parish of Little Hempstone:

A Deviation (No. 1) 5 furlongs and 5·20 chains in length wholly in the said parish of Rattery of the South Devon Railway of the Company commencing at a point 10 chains or thereabouts west of the western end of the viaduct carrying that railway over the River Harbourne and known as Rattery Viaduct and terminating at or near the point of commencement of Railway (No. 4):

A Deviation (No. 2) 6 miles in length wholly in the county of Devon of the South Devon Railway of the Company commencing in the said parish of Little Hempstone at or near the bridge over that railway known as Bycellar Bridge and terminating in the parish of Woolborough in the urban district of Newton Abbot at a point 22 chains or thereabouts south-east of the bridge carrying the road leading from Newton Abbot to Torquay over that railway.

BODMIN AND NEWQUAY RAILWAY.

A Railway (No. 5) 6 miles 7 furlongs and 1·12 chains in length wholly in the county of Cornwall commencing in the parish of Roche by a junction with the Deviation (No. 4) by this Act authorised of the Cornwall Minerals Railway of the Company at a point 1 chain or thereabouts west of the bridge carrying that railway over the public road at or near Tremoddrett Mill and terminating in the parish of Bodmin Borough in the borough of Bodmin by a junction with the Bodmin Branch Railway of the Company:

A Railway (No. 6) 3 furlongs and 5·80 chains in length wholly in the county of Cornwall commencing in the parish of Lanhydrock by a junction with Railway (No. 5) in the field or enclosure numbered 33 on the 25-inch Ordnance map (1881 edition) of that parish and terminating in the parish of Bodmin Borough in the borough of Bodmin by a junction with the said Bodmin Branch Railway:

A Deviation (No. 3) 2 miles and 2·65 chains in length wholly in the county of Cornwall of the Cornwall Minerals Railway

of the Company commencing in the parish of Roche at a point 8 chains or thereabouts west of the mile post on that railway indicating 292½ miles from Paddington and terminating in the same parish at a point 2 chains or thereabouts west of Roche Station:

A Deviation (No. 4) 1 mile 1 furlong and 6·40 chains in length wholly in the parish of Roche in the county of Cornwall of the said Cornwall Minerals Railway commencing at a point 4 chains or thereabouts south-east of Roche Station and terminating at a point 8½ chains or thereabouts south-east of the mile post on that railway indicating 289¼ miles from Paddington.

CHIPPING NORTON LOOP.

A Railway (No. 7) 5 furlongs and 4·36 chains in length commencing in the parish of Bleddington in the county of Gloucester by a junction with the Bourton-on-the-Water Branch Railway of the Company and terminating in the parish of Churchill in the county of Oxford by a junction with the Chipping Norton Branch Railway of the Company.

BERKELEY ROAD LOOP.

A Railway (No. 8) 1 mile 2 furlongs and 1·35 chains in length (being a revival of powers for the construction of the Berkeley Road Junction Railway authorised by the Great Western Railway (South Wales and Bristol Direct Railway) Act 1896) wholly in the county of Gloucester commencing in the parish of Hamfallow by a junction with the Berkeley New Docks Branch Railway of the Company and the Midland Railway Company and terminating in the parish of Alkington by a junction with the Bristol and Gloucester Railway of the Midland Railway Company.

NEWPORT TUNNEL.

A widening alteration and improvement 1 mile 0·90 chain in length of the South Wales Railway of the Company wholly in the county of Monmouth commencing in the parish of Saint Woollos in the rural district of Saint Mellons at a point 6 chains or thereabouts south of the bridge

A.D. 1905.

carrying the Monmouthshire (Western Valleys) Railway of the Company over that railway and terminating in the parish and county borough of Newport at a point 3 chains or thereabouts north of the bridge carrying Bridge Street over the said South Wales Railway And in connection with the said widening alteration and improvement a deviation 2 furlongs and 0·75 chain in length of the loop line connecting the said railway with the said Monmouthshire (Western Valleys) Railway at Gaer Junction in the parish and borough of Newport between that junction and a point in the said parish of Saint Woollos 21 chains or thereabouts south thereof.

Carmarthen Bridge.

A Deviation (No. 5) 4 furlongs and 8·70 chains in length wholly in the county of Carmarthen of the South Wales Railway of the Company commencing in the parish of Saint Peter in the borough of Carmarthen at a point 22 chains or thereabouts west of the bridge carrying that railway over the River Towy and terminating in the parish of Llangunnor at a point 1½ chains or thereabouts south-east of the junction of the Carmarthen and Cardigan Railway of the Company with that railway:

A Deviation (No. 6) 1 furlong and 9 chains in length wholly in the said parish of Llangunnor of the loop line connecting the said South Wales Railway and Carmarthen and Cardigan Railway in a westerly direction between its respective junctions with the said railways.

And the Company may abandon and discontinue the maintenance and use of so much of the South Devon Railway of the Company and so much of the Cornwall Minerals Railway of the Company and so much of the South Wales Railway of the Company and of the said loop line as respectively lie between the commencements and terminations of the said deviations of the said railways or some portion or portions thereof and may retain hold and appropriate the site and soil thereof for the purposes of the said deviations and for the general purposes of the Company or may sell and dispose of the same:

Provided that before any portion of the said railways of the Company or of the said loop line is abandoned and discontinued

all Post Office telegraphs existing on along or across such portion shall (if required by the Postmaster-General) be at the Company's expense removed therefrom and placed on along or across (as the case may be) the deviation by this Act authorised of such portion of railways or loop line and the Company shall give reasonable notice to the Postmaster-General before abandoning or discontinuing any portion of their railways on along or across which Post Office telegraphs exist.

Rates and charges for railways &c.

6. Railways Nos. 1 2 3 4 7 and 8 by this Act authorised shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) and for all other purposes be deemed to be part of the Company's railways as if the same had been part of the Great Western Railway at the date of the passing of the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale I. of Part I. in the appendix to the said Order shall be applicable to the said Railways Nos. 3 7 and 8 and Scale II. of Part I. in the appendix to the said Order shall be applicable to the said Railways Nos. 1 2 and 4.

Railways Nos. 5 and 6 shall for the purposes of maximum rates and charges for merchandise traffic (including perishable articles by passenger train) and for all other purposes be deemed to be part of the Cornwall Minerals Railway as if the same had been part of the said railway at the date of the passing of the Railway Rates and Charges (Abbotsbury Railway &c.) Order Confirmation Act 1892 and Scale III. of head (a) and Scale II. of head (b) of Part I. in the appendix to the said Order shall be applicable to the said Railways Nos. 5 and 6.

The improvements widenings deviations and alterations of railways by this Act authorised shall for the said purposes be deemed to be part of the railways which are to be so improved deviated widened or altered.

Provided always that as respects parcels other than perishable merchandise by passenger train the rates and charges to be demanded and recovered in respect thereof shall not exceed as follows :—

With respect to Railways Nos. 1 and 2 the rates and charges prescribed by the Berks and Hants Railway Act 1845 :

A.D. 1905.

With respect to Railway No. 3 the rates and charges prescribed by the Banbury and Cheltenham Direct Railway Act 1873:

With respect to Railway No. 4 the rates and charges prescribed by the South Devon Railway Act 1844:

With respect to Railways Nos. 5 and 6 the rates and charges prescribed by the Cornwall Minerals Railway Act 1873:

With respect to Railway No. 7 the rates and charges prescribed by the Oxford Worcester and Wolverhampton Railway Act 1845:

With respect to Railway No. 8 the rates and charges prescribed by the Great Western Railway Amendment and Extension Act 1847:

Provided also that as regards passenger traffic the maximum fares to be charged by the Company for the conveyance of passengers upon the railways including every expense incidental to such conveyance shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage threepence per mile:

For every passenger conveyed in a second-class carriage twopence per mile:

For every passenger conveyed in a third-class carriage one penny per mile:

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

Power to cross certain roads on level.

7. 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 the Company may in the construction of the works next hereinafter mentioned carry the same with a single line only whilst the work shall consist of a single line and afterwards with a double line only across and on the level of the roads next hereinafter mentioned (that is to say):—

Number on deposited Plans.	Parish or Area.	Description of Road.
	Railway No. 2.	
67	County Borough of Reading - - -	Public.
	Railway No. 5.	
7	Parish of Luxulian - - - -	Public.
	Deviation No. 3.	
10 and 11	Parish of Roche - - - -	Public.
44	Parish of Roche - - - -	Public.

Provided that the road numbered 67 in the county borough of Reading shall not be raised to a greater extent than one foot and the gradient of the road where altered shall not be steeper than one in thirty And provided also that the inclination of the road approaches to the level crossing numbered as aforesaid 10 and 11 in the parish of Roche shall not be steeper than one in thirty.

Inclination of roads.

8. In altering for the purposes of this Act the roads next hereinafter mentioned the Company may make the same of any inclinations not steeper than the inclinations hereinafter mentioned in connection therewith respectively (that is to say):—

Number on deposited Plans.	Parish or Area.	Description of Road.	Intended Inclination.
	Railway No. 4.		
60	Parish of Dartington -	Public -	1 in 13 on north-western side and 1 in 15 on south-eastern side.
	Deviation No. 2.		
11 and 12	Little Hempstone -	Public -	1 in 9.
25	Little Hempstone -	Public -	1 in 11 on south-eastern side.
	Deviation No. 3.		
44	Parish of Roche - -	Public -	1 in 10 on south side.
	Widening &c. of Railways at Newport.		
4	Parish of Saint Woollos	Main -	1 in 25 on north-east side.

Height and span of bridges.

9. The Company may make the arches of the bridges for carrying the railways and deviations of railways over the roads next hereinafter mentioned of any heights and spans not less

A.D. 1905.

than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say) :—

Number on deposited Plans.	Parish or Area.	Description of Road.	Height.	Span.
	RAILWAY NO. 4.			
23	Parish of Dartington - -	Public -	14 feet -	20 feet.
60	Parish of Dartington - -	Public -	14 feet -	15 feet.
	DEVIATION NO. 2.			
25	Parish of Little Hempstone -	Public -	15 feet -	15 feet.
13	Parish of Ipplepen - -	Public -	14 feet -	20 feet.
26	Parish of Ipplepen - -	Public -	14 feet -	15 feet.
3	Parish of Abbotskerswell -	Public -	14 feet -	15 feet.
5	Parish of Abbotskerswell -	Public -	14 feet -	15 feet.
18	Parish of Abbotskerswell -	Public -	14 feet -	15 feet.
	RAILWAY NO. 5.			
7	Parish of Roche - -	Public -	14 feet -	20 feet.
70	Parish of Luxulian - -	Public -	15 feet -	20 feet.
31	Parish of Lanhydrock -	Public -	14 feet -	20 feet.
	DEVIATION NO. 4.			
39	Parish of Roche - -	Public -	14 feet -	20 feet.

Widths of certain roadways.

10. The Company may make the roadway over the bridges by which the following roads will be carried over the railways and deviations of railways hereinafter mentioned of such width between the fences thereof as the Company think fit not being less than the respective widths hereinafter mentioned in connection therewith respectively (that is to say) :—

Number on deposited Plans.	Parish or Area.	Description of Roadway.	Width of Roadway.
	RAILWAY NO. 4.		
16	Parish of Rattery - - -	Public - -	20 feet.
48	Parish of Dartington - -	Public - -	18 feet.
49	Parish of Dartington - -	Public - -	18 feet.
13	Parish of Staverton - - -	Public - -	20 feet.
8	Parish of Broad Hempstone -	Public - -	12 feet.
15, 18, 19, 20	Parish of Broad Hempstone - -	Public - -	20 feet.
	DEVIATION NO. 2.		
12	Parish of Little Hempstone -	Public - -	18 feet.
22	Parish of Little Hempstone - -	Public - -	18 feet.
37	Parish of Little Hempstone -	Public - -	15 feet.
76	Parish of Ipplepen - - -	Public - -	12 feet.
83	Parish of Ipplepen - - -	Public - -	10 feet.

Number on deposited Plans.	Parish or Area.	Description of Roadway.	Width of Roadway.
	RAILWAY NO. 5.		
51	Parish of Luxulian - - -	Public - -	10 feet.
51	Parish of Luxulian - - -	Public - -	10 feet.
17	Parish of Lanivet - - -	Public - -	12 feet.
35	Parish of Lanivet - - -	Public - -	15 feet.
68	Parish of Lanivet - - -	Public - -	15 feet.
38	Parish of Lanhydrock - -	Public - -	20 feet.
	DEVIATION NO. 3.		
30	Parish of Roche - - -	Public - -	12 feet.
34	Parish of Roche - - -	Public - -	15 feet.
	DEVIATION NO. 4.		
22	Parish of Roche - - -	Public - -	12 feet.
22	Parish of Roche - - -	Public - -	12 feet.

Power to divert roads as shown on deposited plans.

11. The Company may divert the roads referred to in the next following table in the manner shown upon the deposited plans and sections and subject to the provisions of this Act may stop up and cause to be discontinued as a road so much of each existing road as will be rendered unnecessary by the new portion of road so shown on the said plans (that is to say):—

Railway.	Parish or Area.	Number of Road on deposited Plans.
Railway No. 4 - -	Parish of Staverton - -	14
Railway No. 4 - - -	Parish of Broad Hempstone -	15
Railway No. 4 - -	Parish of Broad Hempstone -	18
Railway No. 4 - - -	Parish of Broad Hempstone -	19
Railway No. 4 - -	Parish of Broad Hempstone -	20
Deviation No. 1 - - -	Parish of Rattery - -	15
Deviation No. 2 - -	Parish of Little Hempstone -	12
Deviation No. 2 - - -	Parish of Little Hempstone -	25
Railway No. 5 - -	Parish of Lanhydrock - -	31
Widening &c. of railways at Newport.	County borough of Newport -	70

Power to stop up roads.

12. The Company may in connection with the construction of Railway No. 1 stop up Lower Brook Street in the parish of Saint Mary with Southcot in the county borough of Reading and so much of Brook Street in the same parish as lies between its junction with Lower Brook Street and a point 1½ chains or thereabout north thereof and so much of Fobney Street in the same parish as lies between its respective junctions with Willow Street and the towing-path adjoining the Kennett and Avon Canal of

A.D. 1905.

the Company and thereupon all rights of way over that portion of each such road or footway shall be extinguished but no such road or footway shall be stopped up unless the Company are owners in possession of all houses and lands on both sides thereof except so far as the owners lessees and occupiers of such houses and lands may otherwise agree:

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Company not liable to repair surface of road level of which is not permanently altered.

13. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways and deviations and widenings and alterations of railways or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or highway or approaches is permanently altered.

Provision as to certain common lands.

14. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not purchase or acquire any greater areas of the following common or commonable lands than the areas hereinafter mentioned in connection therewith respectively (that is to say):—

Railway or Works.	Parish or Parishes in which Lands are situate.	Description of Common or Commonable Lands.	Area to be taken. A.	R.	P.
Railways No. 5 and No. 6 and Deviation No. 3.	Roche - -	Tregoss Moor -	6	2	28
	Luxulian -	Innis Downs -	3	2	5
	Luxulian -	Crigga Moor -	0	0	2

Extending provisions of former Act to Railway No. 8.

15. Railway No. 8 by this Act authorised shall be deemed to be in substitution for the Berkeley Road Junction Railway authorised by the Great Western Railway (South Wales and Bristol Direct Railway) Act 1896 and all the provisions inserted in that Act for the protection of any council authority company or person in respect of the said Berkeley Road Junction Railway shall extend and apply to the said Railway No. 8 as

if those provisions had been expressly re-enacted in this Act with reference thereto.

For protection of corporation of Reading.

16. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Reading and of the inhabitants of the said borough shall except so far as may be otherwise agreed between the said mayor aldermen and burgesses and the Company apply and have effect (that is to say) :—

(1) In this section unless the context otherwise requires—

"The corporation" means the mayor aldermen and burgesses of the borough of Reading ;

"The borough" means the borough of Reading ;

"The borough engineer" means the engineer to the corporation ;

"The signed plans" means the plans and sections signed by William Wylie Grierson on behalf of the Company and by John Bowen on behalf of the corporation ;

"The railway" means the railways and works by this Act authorised to be constructed in the borough :

(2) (*a*) In the construction of the railway across the street known as Fobney Street the rails shall not be laid at a greater height than 128·5 feet above the datum line shown on the deposited sections and all works across that street or otherwise affecting the same shall be executed under the superintendence and to the reasonable satisfaction of the borough engineer and in accordance with plans and sections previously submitted to and reasonably approved by him ;

(*b*) The provisions of the enactments relating to level crossings shall extend to require the provision and maintenance by the Company of wicket gates at the said level crossing for foot passengers in addition to gates for vehicular traffic ;

(*c*) The gates at the said level crossing shall remain closed across the railway except at such times as they may be required to be opened for the passage of trains but at any such time the gates shall not remain open for a longer period than four minutes :

A.D. 1905.

(3) The Company shall at all times provide direct access for vehicular and other traffic from and to Fobney Street to and from the wharf on the Kennett and Avon Canal known as Bear Wharf and shall not prevent or interfere with the lawful use of the said wharf for the purpose of landing or embarking goods from or on vessels on the said canal:

(4) (*a*) The Company shall not interfere with the tow-path alongside the Kennett and Avon Canal between Bear Wharf and the proposed new road referred to in subsection (6) of this section and shall leave sufficient land on the west side of that tow-path to enable its width to be increased to 30 feet;

Provided that if the Company shall be required to acquire any part of such land they shall at the request of the corporation at any time within seven years from the passing of this Act convey the same to the corporation at the price per acre at which the Company shall have acquired the same and at a proportionate price for any less quantity than an acre;

(*b*) At any time within seven years from the passing of this Act the corporation may widen the said portion of the tow-path to a width of 30 feet and the same shall thereupon become a highway repairable by the inhabitants at large:

(5) For the purpose of obtaining access to and from the tow-path referred to in the last preceding subsection the Company shall make a level crossing over the railway at such point as may be agreed between the Company and the corporation or as failing agreement shall be determined by arbitration:

(6) (*a*) In the construction of the railway at the point marked "A" on the signed plans the rails shall not be higher than 129 feet above the datum line shown on the deposited sections;

(*b*) The Company shall not open the railway for traffic until they have made a road in the situation shown on the signed plans from the termination of Pell Street to the junction of Wolseley Street with Saint Saviour's Road at the point marked "C" on the signed plans

such road to be carried over the railway the Kennett and Avon Canal and the Holy Brook by means of bridges and provided with suitable approaches Provided that the Company shall not be subject to the obligations of this subsection so far as the same relate to so much of the proposed road as lies on the westerly side of the centre of the Holy Brook until the corporation shall have acquired the land for the purposes of that part of the said road and shall have given the Company possession thereof Provided also that the obligations of the Company under this subsection shall not extend to the sewering paving metalling flagging and channelling of the said road which shall be effected by the corporation;

(*c*) The clear width of the said road bridges and approaches shall not at any point be less than 40 feet and the gradient thereof shall not at any point be steeper than one in thirty;

(*d*) The said road bridges and approaches shall be of adequate strength and shall be constructed to the reasonable satisfaction of the borough engineer and in accordance with detailed plans and sections previously submitted to and reasonably approved by him;

(*e*) The expense of constructing the said bridge over the railway and the expense of or connected with the acquisition of any land or property required for the purposes of this subsection other than land to be acquired by the corporation as aforesaid shall be borne by the Company and the expense of or connected with the acquisition of the land to be acquired by the corporation as aforesaid shall be borne by the corporation;

(*f*) The corporation shall contribute to the expenses incurred by the Company and the corporation respectively in constructing the said road and approaches and the said bridges over the Kennett and Avon Canal and the Holy Brook and in sewering paving metalling flagging and channelling the said road (except the expenses to be borne by the Company or the corporation under paragraph (*e*) hereof) such a sum as shall be agreed between the engineer to the Company and

A.D. 1905.

the borough engineer or as failing agreement shall be determined by arbitration to be equivalent to the expense (other than the expense of or connected with the acquisition of lands rights and easements) which the corporation would have incurred if the railway had not been authorised in constructing a road in the line of the said proposed road but at the lower level shown on the signed plans and the remainder of such expenses (except as aforesaid) shall be borne by the Company ;

(g) The said road and approaches and the lands and embankments upon which they shall be constructed and the said bridges over the Kennett and Avon Canal and the Holy Brook shall vest in and be the property of and repairable by the corporation and the bridge (other than the carriageway and footways thereon) over the said railway shall remain the property of the Company who shall keep it in good condition and repair and the said road shall be a public highway :

(7) For the purpose of providing other means of communication across the railway the Company shall whenever required by the corporation construct and for ever after maintain at their own expense a bridge over the railway at such point and of such width not exceeding 30 feet as the corporation may reasonably require but the road over such bridge and the approaches thereto shall at the same time be made and thereafter maintained by and at the expense of the corporation :

(8) The Company shall construct to the reasonable satisfaction of the borough engineer and thereafter maintain to the like satisfaction a footbridge for carrying the footpath numbered on the deposited plans 4 in the borough of Reading over the railway :

(9) The Company shall construct and at all times thereafter maintain a culvert with an internal width of not less than 18 feet from the Holy Brook to the Kennett and Avon Canal for the purpose of taking flood water to that canal and the corporation shall be at liberty to use such culvert for discharging the waste water from any baths which they may establish on the west side of the railway :

(10) Before the railway is constructed across the wash-out and overflow pipe from the reservoirs of the corporation situate in the Bath road the said wash-out and overflow pipe shall be diverted by the corporation at the expense of the Company so as to be situate entirely on the north-easterly side of the railway:

(11) The Company shall construct an arch or culvert with a span of not less than 16 feet and of such height as the railway will permit at the point where the railway and the embankment thereof will cross the mains of the corporation from their Fobney Waterworks and the corporation shall at all reasonable times be entitled to access to the said mains for the purpose of inspecting repairing or renewing the same and shall also be entitled to lay down and from time to time inspect repair and renew additional mains under the said arch or culvert:

(12) Wherever the railway is constructed over a sewer of the corporation the Company shall construct and maintain to the reasonable satisfaction of the borough engineer a good and sufficient culvert over such sewer for protecting the same from injury and shall provide suitable means of access to such sewer and the corporation shall at all times be entitled to access thereto in order to inspect repair maintain or renew the same and if at any time the corporation shall incur additional expense in connection with such repairing maintenance or renewal by reason of the existence of the railway such additional expense shall be repaid to them by the Company:

(13) Wherever it may be necessary to intercept or interfere with any sewer or drain or appurtenances of the corporation the Company shall before intercepting or interfering with such sewer or drain or appurtenances construct of materials and according to a plan to be reasonably approved by the borough engineer another sewer or drain the capacity of such sewer or drain to be in lieu of and at least equal to that of the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the corporation at the expense of the Company with any existing sewer or drain which may

A.D. 1905.

be intercepted or interfered with such connections to be made in such manner as shall be reasonably approved by the borough engineer:

(14) All alterations of or interference with any water mains or pipes or appurtenances of the corporation in pursuance of this Act or of any enactment incorporated therewith shall if the corporation so desire be executed by them at the expense of the Company:

(15) No works so far as the same affect any highway sewer drain or water main vested in or under the control of the corporation shall be executed by the Company except under the superintendence and to the reasonable satisfaction of the corporation and in accordance with plans and sections to be previously submitted to and agreed to by the corporation or failing agreement within one month after the delivery of such plans and sections to the corporation in accordance with plans and sections to be settled by arbitration as hereinafter provided:

(16) The Company shall not permit any of their bridges works walls parapets or screens in connection with the railway so far as such bridges works walls parapets or screens are adjacent to and visible from any road to be used for the posting of bills or other advertising purposes other than placards or advertisements relating to the business of the Company:

(17) The Company shall be responsible for and make good to the corporation all costs losses damages and expenses which they may be put to or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the Company and the Company shall effectually indemnify and hold harmless the corporation from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission:

(18) To enable the corporation to carry the purposes of this section into execution such purposes shall be deemed to be purposes of the Public Health Act 1875 and the provisions of that Act including the provisions relating to the acquisition of lands and the borrowing of money shall extend and apply accordingly:

A.D. 1905.

(19) Any difference which may arise between the corporation and the Company or between their respective engineers under any of the provisions of this section or as to the mode of giving effect thereto shall be settled by the arbitration of an engineer or other fit person to be appointed (unless otherwise agreed) upon the application of the corporation or the Company by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Oxford Canal Navigation Company.

17. The following provisions for the protection of the company of proprietors of the Oxford Canal Navigation (in this section called "the canal company") shall unless otherwise agreed between the Company and the canal company have effect with reference to the construction of Railway No. 3 across the Oxford Canal Navigation in the parish of Adderbury and the widening by this Act authorised of the bridge carrying the Banbury and Cheltenham Railway of the Company over the said canal (in this section called "the widening") (that is to say):—

(1) The Company shall construct Railway No. 3 and the widening across the Oxford Canal Navigation (in this section called "the canal") and all works connected therewith respectively in accordance with the plan and elevation marked A and B respectively and signed by William Wylie Grierson on behalf of the Company and Frederick Chamberlain on behalf of the canal company and the Company shall not alter the level of the canal or the towing-path thereof or obstruct or impede the navigation of the canal or the passage of traffic along the same or along the towing-path or otherwise injure or interfere with the canal or towing-path of the canal company or cause any loss or waste of water from the canal and the Company shall not for the purposes of this Act take or acquire any lands or property of the canal company or any right or interest therein except the rights or easements of constructing maintaining and using Railway No. 3 and the widening across the canal subject to the conditions hereinafter contained:

(2) Railway No. 3 shall be carried across the canal by means of a bridge and such bridge (hereinafter in this section

A.D. 1905.

called "the new bridge") and the widening shall be constructed of brick stone or steel or any of those materials combined:

(3) The new bridge and the widening shall be completed within eighteen months after the commencement thereof respectively and during the execution of the works and during any future repairs of the new bridge or the widening the Company shall at all times leave an uninterrupted navigable waterway and towing-path thereunder respectively:

(4) The Company shall at all times after the completion of the new bridge and the widening maintain the same in good and substantial repair at their own expense:

(5) All works in connection with the construction of the new bridge and the widening or the future repairs thereof respectively over or affecting the property of the canal company shall be commenced carried out and completed to the reasonable satisfaction of the engineer of the canal company and according to the said signed plans and elevations:

(6) If in the construction maintenance or use of the new bridge and the widening or either of them or any future repairs thereof respectively or by reason or in consequence of any failure or want of repair thereof any damage shall be occasioned to the canal or other property of the canal company or any loss of water from the canal or any interference with the waterway or towing-path of the canal or the passage of traffic along the same respectively the Company shall forthwith make good remove or prevent the same as the case may require and in case of default by the Company in so doing the canal company may do the same and may recover the cost of so doing from the Company and the Company shall also make full compensation to the canal company for all loss or damage whatsoever which shall be sustained by the canal company by reason or in consequence of any such damage loss or interference as aforesaid:

(7) Notwithstanding anything in this section contained the canal company shall afford all reasonable facilities

to the Company for and during the construction and repair of the new bridge and widening where the same affects their canal or other property:

(8) If any difference shall arise between the Company and the canal company under this section with reference to any plans sections or specifications or the mode of executing any works such difference shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either the Company or the canal company.

For protection of Totnes Rural District Council.

18. Notwithstanding anything contained in this Act or shown upon the deposited plans and sections in relation thereto the following provisions for the protection of the Totnes Rural District Council (in this section called "the council") shall except in so far as may be otherwise agreed between the council and the Company apply and have effect (that is to say):—

(1) The Company shall make the arches of the bridges for carrying the railway and deviation of railway over the roads next hereinafter mentioned of the heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say):—

Number of Road on deposited Plans.	Parish.	Height.	Span.
	Railway No. 4.		
23	Dartington -	14 feet - -	20 feet.
60	Dartington -	14 feet - -	15 feet.
96	Dartington -	16 feet - -	30 feet.
	Deviation No. 2.		
25	Little Hempstone -	15 feet -	15 feet.

(2) The bridges for carrying the roads next hereinafter mentioned over the said railway and deviation of railway and the approaches to such bridges shall have the clear widths between the parapets not less than the respective widths hereinafter mentioned in connection therewith respectively and the height of such parapets above the highest part of the road shall not be less than 4 feet:

A.D. 1905.

Number of Road on deposited Plans.	Parish.	Width of Roadway.
	DEVIATION NO. 2.	
12	Little Hempstone - -	18 feet.
22	Little Hempstone - -	18 feet.
37	Little Hempstone - -	15 feet.
	RAILWAY NO. 4.	
48	Dartington - - -	18 feet.
49	Dartington - - -	18 feet.
13	Staverton - - -	20 feet.

(3) The Company shall make the roadway numbered 28 on the deposited plans for the parish of Little Hempstone to be carried under the bridge shown upon the said plans in relation to Deviation No. 2 authorised by this Act of a clear width between the abutments of at least 18 feet:

(4) In every case mentioned or referred to in the foregoing subsections 1 2 and 3 of this section the Company shall metal to the reasonable satisfaction of the council the whole width of the roadways from fence to fence or abutment to abutment as the case may be:

(5) The Company shall not execute or commence the erection of any bridge over or under any road within the district and under the control of the council until they shall have given to the council twenty-one days' notice in writing of their intention to commence the same by leaving such notice with the clerk of the council and the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution of any such bridge and the works connected therewith so far as the same affect the roadway and shall save harmless the council against all and every expense to be occasioned thereby and all such work shall be done to the reasonable satisfaction of the engineer of the council:

(6) The Company shall construct and maintain the bridges authorised by this Act carrying any road under the control of the council under the said railway and deviation of railway so as to prevent as far as reasonably practicable the dripping of water therefrom upon

any part of the roads or footpaths beneath such bridges:

(7) The Company shall carry Deviation No. 2 over the River Hems in the parish of Little Hempstone by means of a brick or stone arched bridge having a span of not less than 10 feet between the abutments and a clear height of 6 feet at least above the normal height of the river:

(8) The Company shall construct the diversions of the roads numbered 12 and 25 on the deposited plans in connection with Deviation No. 2 for the parish of Little Hempstone in the position and direction shown upon the plan and sections signed by William Wylie Grierson on behalf of the Company and by William Frederick Tollit on behalf of the council:

(9) The Company shall to the reasonable satisfaction of the surveyor of the council make and maintain adequate provision for draining the roads within the district of and under the control of the council where the levels thereof are altered or any deviation made as provided by this Act and the Company shall not during the alteration of the level of any such road or the construction of any deviation unnecessarily interrupt the drainage of any such road nor the traffic on such roads but the council shall give to the Company such facilities for and during the construction of the said works by permitting the temporary closing of portions of the said roads or the temporary diversion thereof as the Company may reasonably require but so as not to entirely close any such road against traffic:

(10) The Company shall in carrying Railway No. 4 through the field numbered 20 in the parish of Dartington so construct their works as not to interfere with obstruct cut off or diminish a water supply obtained from a spring of water which rises at this point and is collected in a tank and thence carried by pipes to the hamlet of Brooking and in the event of such works interfering with obstructing cutting off or diminishing such water supply the Company shall reinstate such supply and in default of so doing shall pay all costs and expenses

A.D. 1905.

that may be incurred by the council in obtaining a new supply in place thereof:

(11) The Company shall divert the footpath leading from Week to Huxhams Cross and carry the same under Railway No. 4 by means of a brick or stone arched bridge having a span of not less than 8 feet and a clear height of at least 10 feet from the surface of the footpath at or near a point in that railway 3 miles from the commencement thereof:

(12) The Company shall not without the consent of the council permit any of the bridges or works or any of their walls parapets or screens on the road-side to be used for the posting of bills or other advertising purposes except such as relate to the business of the Company:

(13) Where by reason of the exercise of any of the powers of this Act it becomes necessary to construct or lay any sewer drain or pipe or to construct or lay additional sewers drains or pipes or any increased length thereof or to make alterations of existing sewers drains or pipes or to alter the level thereof or to construct any manholes airholes or other works or conveniences connected therewith such works shall before the Company interfere with the existing sewers drains or pipes be carried out by and at the expense of the Company under the superintendence and to the reasonable satisfaction of the council and in accordance with plans sections and specifications to be reasonably approved of by them:

(14) If any difference arise between the Company and the council with reference to any of the matters provided for by this section such difference shall be settled by an arbitrator to be agreed on by the parties in difference or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either of the parties.

For protection of Elizabeth Anne Carew and Beatrix Carew.

19. Notwithstanding anything in this Act contained or shown on the deposited plans and sections the following provisions for the protection of Elizabeth Anne Carew and Beatrix Carew (in this section called "the owners") shall unless otherwise agreed

in writing apply and have effect with respect to the construction of Deviation No. 1 by this Act authorised:—

(1) The Company shall not enter upon take or use any portion of the property numbered on the deposited plans 2 in the parish of Rattery:

(2) The owners shall sell and the Company may purchase the land of the owners on the south side of the Company's railway portions of which are coloured pink on the plan signed by William Wylie Grierson on behalf of the Company and George Hawkins Hext on behalf of the owners as they may require for the construction of the said deviation and the Company shall be at liberty so far as the consent of the owners may be required thereto to divert the road as shown on the said plan:

(3) Where in the construction of the said deviation the Company may interfere with the fence or boundary walls adjoining the said road they shall re-erect the same to the reasonable satisfaction of the owners:

(4) If any difference shall arise between the Company and the owners with reference to the provisions of this section the same shall be determined by an arbitrator to be appointed unless otherwise agreed on the application of either party by the President of the Institution of Civil Engineers.

For protection of Arthur Melville Champernowne.

20. The Company may and if the consent of the Devon County Council and the Totnes Rural District Council shall be obtained prior to the commencement of the construction of the works of Railway No. 4 to the deviation of the road hereinafter mentioned shall deviate and construct Railway No. 4 between the points A and B shown on the plan signed in duplicate by the Right Honourable the Earl of Onslow the Chairman of Committees of the House of Lords to whom the Bill for this Act was referred on the deviated line shown on the said plan and one copy of which plan has been deposited in the Parliament Office of the House of Lords and the other copy in the Private Bill Office of the House of Commons.

If Railway No. 4 is deviated as aforesaid the Company may deviate the public road between Huxhams Cross and Parsonage Cross as shown on the said plan or in such other manner as

A.D. 1905.

may be agreed between the said councils and the Company and construct a bridge across such deviated road in manner shown on the said plan From and after the completion and opening for traffic of the deviated road the public shall cease to have any rights of way in over or upon the existing road between the points of deviation.

For protection of Whiddon estate.

21. For the protection of Isaac Carr of Whiddon Abbotskerswell in the county of Devon and his successors in the said lands and estate (who are hereinafter in this section called "the owner") the following provisions shall unless otherwise agreed upon between the Company and the owner apply and have effect (that is to say):—

(1) In this section the expression "the railway" means the deviation of the South Devon Railway in this Act described as "A Deviation No. 2":

(2) The Company shall not in constructing the railway through the fields or enclosures numbered on the deposited plans 1 2 and 4 in the parish of Abbotskerswell deviate the same to a greater extent than 10 yards north-west of the centre line thereof as delineated on such plans:

(3) The Company shall if it be found reasonably practicable so to do construct on lands of the owner a road in substitution for the existing road of access to the quarry on the said estate not less than 12 feet in width and to be formed and drained to the reasonable satisfaction of the owner commencing at and on the existing level of the quarry and proceeding thence by an easy falling gradient parallel to and adjoining the north-west side of the railway into the public road leading from Abbotskerswell to Marldon The Company shall if required by the owner provide gates across the substituted road where it joins the said Abbotskerswell Road and at the boundary fence between the enclosures numbered on the deposited plans 1 and 2 in the said parish of Abbotskerswell:

Provided that if it shall not be found reasonably practicable to construct such substituted road the railway shall be carried over the existing road of access to the quarry by a bridge at a point to be

agreed upon between the Company and the owner at or about 3 miles 6 furlongs and 4 chains measured along the railway as delineated on the deposited plans from its commencement having a clear headway throughout and a width of not less than 12 feet and the existing road shall be altered and formed by the Company so as to provide a workable falling gradient from the quarry to the public road leading from Abbotskerswell to Marldon and shall be extended into the quarry for such a distance as may be reasonably required to enable the quarry to be worked but subject to the provisions of the Railways Clauses Consolidation Act 1845 relating to the working of mines:

(4) The Company shall plant and keep planted with trees and shrubs to the reasonable satisfaction of the owner the western slope of the embankment of the railway where it passes through the fields or enclosures numbered 2 and 4 and through the field or enclosure numbered on the deposited plans 7 in the parish of Abbotskerswell for a distance of 100 yards from the public road numbered on the deposited plans 5 in the said parish:

(5) The Company shall if it be found reasonably practicable so to do provide from the existing supply an adequate supply of water to so much of the field or enclosure numbered 4 in the parish of Abbotskerswell on the deposited plans as shall not be acquired by the Company from the owner or failing such supply shall either make full compensation to the owner for the loss of such supply or if required by him in writing acquire the whole of the said portion of the said last-mentioned field or enclosure:

(6) The compensation to be paid for and in respect of the lands taken shall be ascertained and paid before the Company enter upon any lands of the owner and shall include the value of such lands intersection and severance of remaining lands loss of amenity (if any) to the owner's estate and residence and generally without prejudice to the foregoing all claims competent to the owner under the Lands Clauses Acts

A.D. 1905.

and the Railways Clauses Consolidation Act 1845 by reason of the powers by this Act conferred upon the Company for the construction of the railway and such compensation shall be ascertained in case of difference in manner provided by the Lands Clauses Consolidation Act 1845 for the settlement of questions of disputed compensation :

(7) If any difference (other than such last-mentioned difference) shall arise between the Company and the owner under this section such difference shall be determined with or without a formal reference by an arbitrator to be mutually chosen or failing agreement to be appointed on the application of either party by the Board of Trade :

(8) The provisions of this section shall be in addition to and not in substitution for the provisions of and the rights of the owner under the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and the Railways Clauses Act 1863.

For protection of Henry William Michelmore.

22. If by reason of the construction of Railway No. 4 or other works authorised by this Act the water supply to the premises known as Wrywell House and the market garden adjoining in the parish of Ipplepen shall be diminished the Company shall either afford a substituted water supply to the said premises as efficient as the former supply or shall pay to Henry William Michelmore his heirs or successors in title compensation in respect of any decrease to such water supply caused by the construction of the said railway or works and such compensation in default of agreement shall be settled by arbitration in manner provided by the Arbitration Act 1889.

For protection of Robert Maddicott.

23. If by reason of the construction of Railway No. 4 or other works authorised by this Act the water supply in the field numbered 283 on the 25-inch Ordnance map (1888 edition) of the parish of Ipplepen which supplies Dainton Farm on the Dainton estate in the said parish shall be diminished the Company shall either afford a substituted water supply to the said farm as efficient as the former supply or shall pay to Robert Maddicott his heirs or successors in title compensation in respect of any decrease to such water supply caused by the construction of the said railway or works and such compensation in default of

agreement shall be settled by arbitration in manner provided by the Arbitration Act 1889. A.D. 1905.

For protection of Viscount Falmouth.

24. For the protection and benefit of the Right Honourable Evelyn Edward Thomas Viscount Falmouth and his sequels in estate (in this section called "the owner") the following provisions shall unless otherwise agreed to in writing between the owner and the Company be observed and have effect (that is to say):—

(1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not without the consent in writing of the owner take any of the lands of the owner except such as may be reasonably necessary for the purpose of constructing the deviation Railway No. 3 and works by this Act authorised:

(2) The Company in constructing such deviation shall not acquire any portion of the farmhouse yard buildings and garden known as Holywell Farm and numbered 49 on the deposited plans for the parish of Roche:

(3) Concurrently with the completion of such deviation and the opening of the same for traffic the Company shall with regard to so much of the disused site of the existing line of the Company as was formerly the property of the predecessor in title of the owner previous to its having been acquired by the Company convey the same to the owner at such price as may be agreed upon between the owner and the Company or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement and as to such portion of such lands as was originally conveyed to the Company free from any payment of compensation without any consideration in money or otherwise:

(4) For the purpose of affording communication between the portions of the estate of the owner which will be severed by the said deviation the Company shall provide crossings either on the level or by means of bridges over or under the said deviation at such points as may be agreed upon between the owner and the Company and wherever the said deviation

A.D. 1905.

will cross any existing occupation road on the estate such road shall at the Company's expense and to the reasonable satisfaction of the owner be carried by means of bridges either over or under or across on the level of the said deviation as may be agreed as aforesaid Every bridge for carrying the said deviation over any such road shall be constructed of the clear width between the abutments of not less than twelve feet and shall have a headway of not less than fourteen feet And every bridge for carrying the roadway of every such road over the said deviation shall be not less than twelve clear feet between the parapets which shall not be less than four feet six inches above the finished level of the road The approaches to all bridges shall not be less than twelve feet in width and shall be constructed with gradients not steeper than one in sixteen :

(5) Before removing or interfering with any ponds or watering-places for cattle or the supply of water thereto on the estate of the owner the Company shall provide to the reasonable satisfaction of the owner and at such points as he shall approve another pond or watering-place in substitution for every pond or watering-place so removed or interfered with :

(6) The Company in constructing the said deviation through the estate of the owner shall make provision by culverts or otherwise to the reasonable satisfaction of the owner for carrying the drainage of the estate across the same and the Company shall not interfere with the existing system of drainage until they have made other sufficient provision therefor to the reasonable satisfaction of the owner and the owner shall be at liberty to drain the estate or any part thereof into any drains or ditches to be constructed by the Company and the Company shall provide and maintain proper drains gulleys and outfalls for the drainage of all occupation roads upon the estate interfered with by the construction of the said deviation to the reasonable satisfaction of the owner :

(7) Any difference which may arise between the owner and the Company under this section (excepting as to price

of land as in this section previously provided) shall unless otherwise agreed be determined by arbitration by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers under and subject to the provisions of the Arbitration Act 1889:

(8) The foregoing provisions of this section shall be in addition to and not in substitution for any liability and obligation imposed upon the Company by the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and the Railways Clauses Act 1863 or any of those Acts.

For protection of Dursley Rural District Council.

25. In constructing Railway No. 8 by this Act authorised the Company shall and may divert the footpath numbered on the deposited plans relating to that railway 1 in the parish of Stinchcombe in accordance with the plan signed by James Gordon Wenden on behalf of the Dursley Rural District Council and William Wylie Grierson on behalf of the Company Provided that the Company shall erect and for ever hereafter maintain at the point marked A on the said plan a convenient stile and make to the reasonable satisfaction of the surveyor to the council a footpath four feet in width from the said point A under the bridge erected by the Company over the public road to the point marked B on the said plan.

Any difference which may arise between the Company and the Dursley Rural District Council with reference to the provisions of this section shall be settled by an arbitrator to be appointed unless otherwise agreed by the President of the Institution of Civil Engineers.

For protection of Newport Corporation.

26. For the protection of the mayor aldermen and burgesses of the county borough of Newport in the county of Monmouth (hereinafter called "the corporation") the following provisions shall unless otherwise agreed in writing between the corporation and the Company apply and have effect in the execution of so much of the works by this Act authorised as will be situate within the borough of Newport (that is to say):—

(1) The Company shall divert the roadway known as Tunnel Terrace in the manner shown on the deposited plans and sections and such diverted roadway shall have a width of carriageway of not less than twenty feet

A.D. 1905.

and a footpath on one side of such carriageway of not less than five feet and the carriageway shall be properly made up channelled and drained and such footpath properly paved kerbed and drained in the same manner as the carriageway and footpaths in the other portion of Tunnel Terrace and to the reasonable satisfaction of the corporation:

(2) The Company shall alter and divert Bolt Street and Canal Terrace in the manner shown on the deposited plans and sections and such diverted roadways shall have a width of carriageway of not less than twenty-five feet and shall be constructed with a footpath on either side with a width of not less than six feet and the carriageway shall be constructed and made up drained and channelled and the footpaths paved kerbed and drained in the same manner as the carriageway and footpaths in the portion of Bolt Street immediately adjoining the point of commencement of such diversion and to the reasonable satisfaction of the corporation:

(3) When the diverted roadways referred to in the preceding subsections of this section shall be completed the same shall respectively vest in the corporation as public highways and shall be repairable and maintained at the cost of the corporation:

(4) The Company shall reconstruct the existing brick sewer running underneath Bolt Street and Canal Terrace from the point of the commencement of the diversion in Bolt Street to the point of the termination of such diversion in Dock Street and such sewer shall be reconstructed so as to be in the centre of the diverted roadway and at such depth and in such manner as shall be reasonably required by the corporation and shall be completed in all respects to the reasonable satisfaction of the corporation:

(5) The Company shall also lay a three-inch water main along the diverted roadway referred to in subsection (2) from the point of the commencement of such diversion to the point of termination of the same and shall properly connect such water main with the

existing mains at each end thereof and fix a hydrant at each end thereof and such water main shall be laid at such depth and in such manner and in such position as shall be reasonably required by the corporation and all works in connection therewith shall be carried out to the reasonable satisfaction of the corporation:

(6) No existing sewer drain water hydraulic gas electric telephonic or other mains pipes works or apparatus belonging to or under the control of the corporation shall be diverted disturbed altered or interfered with by the Company in the execution of the works authorised by this Act or at any time thereafter until a substituted sewer drain water hydraulic gas electric telephonic or other main pipe work or apparatus shall have been provided laid and constructed by the Company to the reasonable satisfaction of the corporation of a capacity and at a level or levels which shall preserve to the reasonable satisfaction of the borough surveyor the free and uninterrupted flow and passage of sewage water hydraulic power gas electricity or other matter through the same respectively:

(7) In case of the diversion of roadways referred to in subsections (1) and (2) of this section and in the case of any works to be done by the Company under the powers of this Act which shall pass over or under any road footpath sewer culvert drain water main pipe electric telephonic or other mains or other works or apparatus of the corporation or shall or may in any way affect the sewerage or drainage of the borough the Company shall not commence such works until they shall have given to the corporation fourteen clear days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the corporation with a plan and section thereof and also of any works including the works referred to in subsections (4) and (5) which may by reason of such diversions or by reason of any other works be necessary in substitution for any works or apparatus hereinbefore referred to belonging to the corporation (hereinafter called "substituted

A.D. 1905.

works") and if the corporation signify their disapproval of such plan and sections or object to the same on the ground of the insufficiency of any substituted works or make any further requirement with reference to such substituted works within fourteen days after the receipt of such notice the Company shall not except with the consent of the corporation commence or execute any such works unless and until a plan and section thereof and of all substituted works shall have been approved by an engineer to be appointed as hereinafter provided and when any substituted works as aforesaid shall be completed including the works referred to in subsections (4) and (5) the same shall thereafter be as fully and completely under the direction jurisdiction and control of the corporation as the works of the corporation in substitution for which they are executed:

(8) The Company shall make full compensation to the corporation for any damage to or subsidence of any sewer culvert drain main pipe electric line or apparatus or other work belonging to the corporation which may be caused by or in consequence of the act or default of the Company their contractors servants or agents:

(9) Any difference arising between the corporation and the Company under this section shall be determined unless otherwise agreed by an engineer to be appointed by the Board of Trade on the application of either party after notice to the other:

(10) Nothing in this Act shall affect the provisions of the agreement dated the 29th day of October 1901 and made between the corporation and the Company and under the terms of which it is provided that the Company shall substitute a footbridge in the place of the East Street bridge over the railway of the Company but the provisions of such agreement shall continue to be of full force and effect.

For protection of Newport (Monmouthshire) Gas Company.

27. For the protection of the Newport (Monmouthshire) Gas Company (in this section referred to as "the gas company") the following provisions shall unless otherwise agreed between

the Company and the gas company have effect (that is to say):—

(1) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall apply and have effect with regard to the construction and execution of all works authorised by this Act across over or under or in any way affecting any mains or other pipes and fittings of the gas company and for the purposes of this section the expression "the railway" when used in those sections shall be deemed to include all such works:

(2) Any work of removal deviation alteration or support of any mains or other pipes and fittings of the gas company necessitated by the construction or execution of the said works shall if the gas company within fourteen days from the receipt from the Company of the notice prescribed by section 18 of the said Act by notice in writing so desire be done by the gas company and the reasonable expenses of the gas company in connection therewith shall be paid by the Company:

(3) The foregoing provisions of this section shall be in addition to and not in substitution for or derogation from any other powers rights or privileges whether statutory or otherwise of the gas company:

(4) Any difference which may arise between the gas company and the Company touching any of the matters referred to in this section shall be decided by a single arbitrator to be agreed on between the parties or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the arbitration shall be under and subject to the provisions of the Arbitration Act 1889 or any statutory modification thereof.

For protection of Alexandra (Newport and South Wales) Docks and Railway Company.

28. For the protection of the Alexandra (Newport and South Wales) Docks and Railway Company (in this section referred to as "the Alexandra Company") the following provision shall be obligatory and binding upon the Company:—

Notwithstanding anything included within the limits of deviation shown upon the deposited plans or contained in

A.D. 1905.

the deposited books of reference the Company shall not purchase or take any land or property belonging to the Alexandra Company or which the Alexandra Company are authorised to acquire under the provisions of the Alexandra (Newport and South Wales) Docks and Railway Act 1904 without the consent of the Alexandra Company first had and obtained.

For protection of Jane Henrietta Doyle.

29. Notwithstanding anything in this Act contained or shown on the deposited plans relating to the widening alteration and improvement of the South Wales Railway of the Company the Company shall not without the consent of the owner thereof purchase or acquire any portion of the property numbered on the deposited plans 5 in the parish of Saint Woollos.

Period for completion of railways.

30. If the railways are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Imposing penalty unless railways opened.

31. If the Company fail within the period limited by this Act to complete the railways and open the same other than Railways Nos. 1 and 2 for the public conveyance of passengers and Railways Nos. 1 and 2 for public traffic the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway or railways is or are completed and opened for the public conveyance of passengers or public traffic as the case may be or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works.

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

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit

specified in such warrant or order and shall not be paid thereout except as hereinafter provided. A.D. 1905.

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

Application of penalty.

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

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

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

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

A.D. 1905.

streets and footpaths and exercise the other powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes and also the lands hereinafter mentioned and delineated and described as aforesaid (that is to say):—

BRIDGE WORKS.

In the parish of Saint Mary Abbotts Kensington in the metropolitan borough of Kensington in the county of London—

The reconstruction widening and lengthening at both ends of the bridge which carries Golborne Road over the main line of railway of the Company in substitution for the lengthening of the said bridge authorised by the Great Western Railway Act 1900.

In the parish and metropolitan borough of Paddington in the county of London—

The lengthening at both ends and the reconstruction of the bridge known as Lord Hill's Bridge which carries the road leading from Porchester Road to Harrow Road over the main line of railway of the Company in substitution for the lengthening and reconstruction of the said bridge authorised by the Great Western Railway (General Powers) Act 1898.

In the said parish and metropolitan borough of Paddington—

An alteration of the levels of the road connecting Westbourne Terrace with Upper Westbourne Terrace which is carried over the main line of railway of the Company by means of a bridge known as Westbourne Bridge between the respective junctions of that road with Orsett Terrace and Harrow Road.

In the parish of Norwood in the urban district of Southall-Norwood in the county of Middlesex—

The widening on the northern side of the bridge carrying the main line of the railway of the Company over the Paddington branch of the Grand Junction Canal.

In the parish of Yiewsley in the county of Middlesex—

A bridge over the River Frays at or near a point thereon 3 chains or thereabouts north of the bridge in the same

parish carrying the Company's main line of railway over that river and the widening on the northern side of the last-mentioned bridge.

In the parish and urban district of Brixham and the parish of Kingswear in the county of Devon—

The widening on the eastern side of the bridge carrying the Kingswear Branch Railway of the Company over Waterhead Creek.

In the parishes of Madron and Gulval in the county of Cornwall—

The widening on both sides and if deemed expedient the reconstruction in whole or in part of the viaduct carrying the West Cornwall Railway of the Company over Chyandour Brook.

In the parish of East Adderbury in the county of Oxford—

The widening on the south-eastern side of the bridge which carries the Banbury and Cheltenham Railway of the Company over the Oxford Canal and River Cherwell.

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

The reconstruction of the viaduct carrying the South Wales Railway of the Company over the River Neath and the Tennant Canal.

Roads Footpaths &c.

They may in the parish of Greys in the borough of Henley-on-Thames in the county of Oxford alter and divert so much of the public footpath along the north-eastern boundary of the Henley-on-Thames Branch Railway of the Company as lies between its junction with Station Road and a point 11 chains or thereabouts south-east thereof.

They may in the parish and borough of Swindon in the county of Wilts alter and divert so much of the footpath which crosses the main line of railway of the Company on the level near Newburn House as lies between the southern boundary of the Company's property and the southern end of the subway carrying that footpath under the Company's property on the northern side of the said main line and may carry the same under the said main line and property of the Company on the southern side thereof by means of a subway.

A.D. 1905.

They may in the parish of Wroughton in the county of Wilts alter and divert so much of the footpath which crosses the Company's main line of railway on the level at a point 3 chains or thereabouts north-east of the mile post on that railway indicating 80 miles from Paddington as lies between points respectively about 5 chains west and 22 chains south-east of that crossing.

They may in the parish of Alford in the rural district of Wincanton in the county of Somerset alter and divert so much of the footpath which crosses Railway (No. 2) (now in course of construction) authorised by the Great Western Railway (New Works) Act 1898 near the eastern boundary of the field or enclosure numbered 66 on the 25-inch Ordnance map (second edition 1904) of the parish of Alford as lies between the southern boundary of the Company's property and a point 7 chains or thereabouts north thereof and may carry the same under the said railway by means of a subway.

They may in the parish of Lovington in the rural district of Wincanton in the county of Somerset stop up and discontinue so much of the footpath which intersects the field or enclosure numbered 110 on the 25-inch Ordnance map (second edition 1904) of the said parish of Lovington as lies between its junction with the public road at the eastern end of the said field and a point 6 chains or thereabouts north-west of the said junction and in lieu thereof they may make a new footpath between the said point and a point in the said public road 2 chains or thereabouts north-east of the said junction.

They may in the same parish stop up and discontinue so much of the footpaths which intersect the fields or enclosures numbered respectively 116 and 117 on the said Ordnance map as lies between the said public road and the junction of the said footpaths at or near the south-eastern boundary of the said field or enclosure numbered 117 and in lieu thereof they may make a new footpath between the said junction and a point in the said public road at or near the southern boundary of the Company's property.

They may in the parish of Wheathill in the rural district of Wincanton in the county of Somerset stop up and discontinue so much of the footpath leading from Saint John the Baptist's Church to Lower Wheathill Farm as lies between the boundaries of the Company's property and thereupon all rights of way over

that portion of the said footpath shall be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this enactment and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

They may in the parish of Charlton Mackrell in the county of Somerset stop up and discontinue so much of the footpath leading from Charlton Adam to Saint Mary Magdalene Church at Keinton Mandeville as lies between the south-western boundary of the Company's property and the junction of that footpath with Withybed Lane and in lieu thereof they may make a new footpath along the said south-eastern boundary between the existing footpath and Withybed Lane.

They may in the same parish stop up and discontinue—

(1) So much of the two southernmost of the three footpaths which form a junction at or near the southern boundary of the field or enclosure numbered 344 on the 25-inch Ordnance map (second edition 1903) of the parish of Charlton Mackrell as lies between the said junction and the respective junctions of the said footpaths with the public road at Charlton Mackrell;

(2) The footpath on the western side of the said public road intersecting the fields or enclosures numbered 370 371 and 393 on the said Ordnance map between its commencement and termination:

And in lieu thereof they may make a new footpath commencing at the said junction of the before-mentioned footpaths and terminating by a junction with the said public road at or near to the northern boundary of the Company's property.

They may in the same parish stop up and discontinue so much of the footpath along the northern boundary of the field or enclosure numbered 365 on the said Ordnance map as lies between its junction with the public road at the west end of the said field or enclosure and a point 10 chains or thereabouts east of the said junction and in lieu thereof they may make a new footpath along the northern boundary of the Company's property between the said point and the said public road.

A.D. 1905.

They may in the same parish stop up and discontinue so much of the public road leading to Charlton Adam as lies between the points marked A and B on the plan signed in duplicate by Sir Lewis M'Iver Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords) and in lieu thereof they may and shall make a new road of a width of not less than 20 feet and with gradients not steeper than one in twenty-five between the points marked C and D on the said plan and a footbridge over the Company's authorised Langport and Castle Cary Railway now in course of construction at or near the site of the existing road and they may also make and maintain an approach road to the proposed station on the said railway between the points marked B and E on the said plan.

They may in the parish of High Ham in the county of Somerset stop up and discontinue so much of the footpath which crosses Deviation No. 2 (now in course of construction) authorised by the Great Western Railway Act 1899 on the level 9 chains or thereabouts west of the bridge carrying that deviation over Wagg Drove as lies between its junction with that drove and a point 11 chains or thereabouts north thereof and in lieu thereof they may make a new footpath between the said point and a point in the said drove at or near the northern side of the said bridge.

They may in the parish of Gulval in the county of Cornwall alter and divert so much of the road leading from Penzance to Marazion as lies between points respectively about 5 chains and 46 chains west of the Commercial Inn at Longrock.

They may in the parish and county borough of Newport in the county of Monmouth alter and divert Bolt Street and Canal Terrace between a point in Bolt Street $3\frac{1}{2}$ chains or thereabouts west of its junction with Canal Terrace and the junction of Canal Terrace with Dock Street.

They may in the parish of Colwall in the county of Hereford alter the level of the road leading from Colwall Green to Colwall Stone which is carried over the Worcester and Hereford Railway of the Company by means of a bridge between points respectively about 4 chains south and 4 chains north of the centre of the said bridge.

A.D. 1905.

Works below high-water mark not to be commenced without consent of Board of Trade.

34. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

As to lands of London County Council.

35. The Company shall not enter upon take or use any part of the lands and premises numbered on the deposited plans 8 and 9 in the parish of Hammersmith unless and until they have provided and vested in the London County Council free of charge an equal area of the property numbered on the deposited plans 7 in the said parish adjoining the said lands and premises and having a frontage to Brook Green Road in exchange for the said lands and premises of the council.

The Company shall at their own expense clear such area for possession by the said council and shall pay or recoup the said council all the expenses incurred by the said council in removing from the said lands and premises to the said area such of the buildings and appliances on the said lands and premises as are capable of being satisfactorily removed and all expenses incurred by the said council in fitting up and reinstating on the said area any buildings and appliances so removed and in providing thereon and fitting up any such new buildings and appliances as may be necessary to render the said area and any such reinstated and new buildings and appliances as convenient in every respect as the said lands and premises and the buildings and appliances on the said lands and premises.

A.D. 1905.

If any question shall arise under this section the same shall in default of agreement be determined by arbitration in manner provided by the Lands Clauses Acts.

Construction of bridges in London.

36.—(1) Notwithstanding anything contained in this Act any construction reconstruction alteration or extension of the bridge carrying the road known as Westbourne Terrace over the Company's railway or any works connected therewith shall be so carried out as not to lessen the present clear width of the said road including the footways thereof and the bridges carrying Porchester Road and Golborne Road over the said railway or any works connected therewith shall be so carried out as to provide the clear width for vehicular and pedestrian traffic shown on the deposited plans and sections and all the said bridges shall be constructed so as to prevent as far as may be reasonably practicable the escape of steam smoke or other offensive effluvia into the said roads or any of them Provided always that any works in connection with the construction reconstruction alteration or extension of the said bridges shall be so carried out that the gradients of the roadway over the said bridges shall not in the case of Westbourne Terrace be steeper than one in thirty Porchester Road one in twenty-three and Golborne Road one in twenty.

(2) The Company shall not execute or commence the construction reconstruction or alteration of such bridges or any works in connection therewith until they shall have given to the London County Council twenty-eight days' notice in writing of their intention to commence the same by leaving such notice at the offices of the said council with plans elevations sections and other necessary particulars of the construction of the said bridges and works and until the said council shall have signified their approval of the same unless the said council fail to signify their approval or disapproval or other directions within twenty-eight days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said council in the construction reconstruction or alteration of the said bridges and the works connected therewith and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said council at the costs charges and expenses in all respects of the Company.

(3) During the progress of the works in connection with the reconstruction widening and lengthening of Golborne Road by this Act authorised the Company shall be at liberty to temporarily close the said road provided that they at all times preserve or provide a roadway of sufficient width for one line of vehicles and a footway for pedestrians of not less than 6 feet in width.

(4) The Company may for the purposes of and during the execution of the works in connection with the lengthening and reconstruction of Lord Hill's Bridge and the alteration of the levels of road connecting Westbourne Terrace with Upper Westbourne Terrace temporarily close for a period not exceeding four months both the roadway over the said bridge and the said last-mentioned road where proposed to be altered without providing any substitute therefor Provided that such bridge and road shall not be closed at the same time as the bridge known as Ranelagh Bridge may be closed under the provisions of section 22 of the Great Western Railway (General Powers) Act 1898.

Application of London Building Acts.

37. The provisions of the London Building Act 1894 the London Building Act 1894 (Amendment) Act 1898 and any Act or Acts amending the same and any byelaws in force thereunder shall except so far as the same may be expressly varied by this Act apply to the execution by the Company of any works on any lands in the administrative county of London and the Company shall save as aforesaid be entitled to the benefit of any special exemptions in favour of railway companies in the said London Building Acts contained.

Buildings not to be brought beyond general line.

38. Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company to encroach upon any part of the surface of any street or footway in the administrative county of London or without the consent of the London County Council to erect or maintain any building or structure (other than parapet walls of bridges) beyond the general line of buildings in any street part of a street place or row of houses in the said county.

Exhibition of placards in county of London.

39. The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act or upon any building or hoarding and whether during or after the construction of the works within view of any public street in the county of London any placards or advertisements except such

A.D. 1905.

as shall have been approved in writing by the clerk or other officer of the London County Council and if any such placard or advertisement be affixed or exhibited without such approval the said council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station placards giving information to the public as to the traffic of the Company.

Walls of buildings to be made good.

40. The Company shall not where any house or building in the administrative county of London acquired under the powers of this Act shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in an unsightly condition for a longer period than is reasonably necessary.

For protection of Kensington Borough Council.

41. With reference to so much of the works by this Act authorised (in this section called "the works") as will be made in the royal borough of Kensington in the administrative county of London (in this section called "the borough") and for the protection of the council of the said borough (in this section called "the council") the following provisions shall apply unless otherwise agreed between the council and the Company:—

(1) Before the Company proceed to construct the lengthening of the bridge or any portion thereof by this Act authorised for carrying Golborne Road over the Company's railway in the borough they shall either (1) construct and maintain to the reasonable satisfaction of the surveyor to the said borough (in this section called "the borough engineer") and at the cost of the Company and in accordance with plans and sections to be previously submitted to and reasonably approved by the borough engineer (unless the borough engineer shall not signify his disapproval of such plans and sections within fourteen days after submission thereof in which case he shall be deemed to have approved the same) a good and sufficient temporary bridge for the use of foot and carriage traffic passing upon and along the said road or (2) at all times leave an amply sufficient width of roadway on the existing bridge to allow one line of vehicles to pass and also leave a footway adjoining thereto of a width of not less than six feet:

(2) The work when commenced shall be proceeded with continuously and completed as soon as possible:

(3) The Company shall during the progress and until the completion of the temporary bridge and the lengthening of the said bridge make and carry into effect such arrangements for lighting and watching the portions of the road interfered with as may be necessary to prevent danger or accident to persons or vehicles using the said road and bridges and if any damage shall result from the failure of the Company to make and carry into effect such arrangements or by reason of any of the operations of the Company affecting the said road the Company shall be liable for such damage and the same may be recovered by the council or any person suffering damage or injury or their representatives in any court of competent jurisdiction:

(4) The drains sewers channels kerbs and other works of the council in upon or under the bridge and the approaches thereto and any such works in upon or under and the roadways and footways of any road adjacent to the bridge which shall be taken up or interfered with by or in consequence of the works of the Company shall be altered relaid and made good by the council at the expense of the Company:

(5) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Company shall not in lengthening or widening the said bridge or carrying out any other works hereby authorised alter the gradients of any roadway over or approaching or adjacent to the said bridge so as to make the same steeper than one in twenty The gradient of any footway shall be subject to the reasonable approval of the borough engineer Each side of the bridge shall be so covered or fenced as to prevent as far as may be reasonably practicable the escape of steam smoke or other offensive effluvia from the railway into the road over such bridge:

(6) The said bridge and the approaches thereto when reconstructed shall at all times be repaired and maintained by the Company Any works roadways and footways which shall be taken up or interfered with and altered

A.D. 1905.

relaid and made good by the council as mentioned in subsection (4) of this section shall be maintained by the council at the expense of the Company for six months after the completion thereof:

(7) The Company shall construct the bridge so as to carry a roadway and footways of a total width of not less than 50 feet in the clear between the parapets measured on the square provided that such a bridge can be constructed by the Company under the powers of this Act or of any previous Act of the Company so as to comply with the requirements of the general law and of the Board of Trade relating to such bridges and without any piers or supports on the Company's land between the abutments at the end of the bridge or any girder or obstruction above the surface of the roadway or footway Provided that if the arbitrator shall determine that a bridge with a width of 50 feet cannot be constructed as aforesaid the Company shall construct the bridge of a total width of not less than 40 feet and not more than 45 feet in the clear between the parapets without any such girder or obstruction:

(8) The Company shall not commence any works which they are authorised to carry out for or in connection with the Golborne Road Bridge until they have given to the council twenty-one days' previous notice in writing of their intention to commence the same accompanied by a proper plan and section showing the details thereof and other necessary particulars relating thereto and until the council shall have signified their approval of the same If the council do not signify their disapproval within twenty-one days after delivery of the notice plans sections and particulars as aforesaid they shall be deemed to have approved thereof:

(9) The Company shall comply with and conform to all reasonable directions and regulations of the council in the execution of the said works and shall provide by new altered or substituted works for the protection of and preventing injury or impediment to the roadways footways sewers drains pipes watercourses or other works of the council and shall keep indemnified the council against all expenses to be occasioned thereby

and all such works shall be done under the superintendence and to the reasonable satisfaction of the borough engineer at the costs and expenses in all respects of the Company and when any such new altered or substituted works as aforesaid or any works connected therewith shall be completed the same shall thereafter be as fully and completely under the jurisdiction and control of the council as the works for which the same shall be substituted or in respect of which the same shall be executed now are except only as is by this Act expressly provided:

(10) All bridges arches and other works within the borough constructed under the powers of this Act shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic but also any exceptional traffic lawfully using the streets within the borough and also any steam roller traction engine or other motor by whatever power worked that the council may use for repairing streets or other purposes and the Company shall indemnify and make good to the council all costs expenses and damages that the council may at any time incur or be put to or be liable for by reason of any defect or insufficiency in strength in such bridges arches or works or of any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the works:

(11) The Company shall not deposit any soil or materials anywhere within the borough so as to cause any nuisance or obstruction to any persons using the streets roads or footways within the borough:

(12) In the construction of the works the Company shall not permit or suffer any soil excavated from the works to be carried through any street in the borough except in carts or wagons so constructed and managed as to prevent any of such soil dropping therefrom:

(13) All costs charges and expenses incurred by the council in removing any soil dropped on any road in the borough or in reinstating any road or footpath damaged by the execution of the works shall on demand be paid by the Company to the council and be a debt due to

A.D. 1905.

the council In the event of any road in the borough being damaged by the extra traffic occasioned by the execution of the works or in the event of any damage being caused by the ordinary traffic being diverted in consequence of the execution of the works on to any road not made up to sustain such traffic the amount of such damages shall be paid by the Company to the council and be a debt due to the council:

(14) The Company shall make full compensation to the council for any subsidence of or damage to any road footpath sewer drain or other work vested in or under the jurisdiction or control of the council which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the works by the Company or at any time thereafter and whether or not any approval shall have been given by the council under the provisions of this section:

(15) The reasonable costs charges and expenses of or incurred by the council in respect of the execution of any works or repairs or in respect of the approval inspection or supervision of any plans sections or particulars and works or in regulating the traffic during the construction of the bridge or in respect of any other matter under this section shall be borne and paid by the Company and be a debt due from the Company to the council:

(16) If any difference shall arise between the council and the Company under or in respect of the provisions in this section hereinbefore contained such difference shall be referred to the arbitration of an engineer to be appointed unless otherwise agreed by the Board of Trade on the application of either party:

(17) While the Company are possessed under the authority of this Act of any lands houses buildings cellars easements or other property within the borough assessed or liable to be assessed to the general or other rates or contributions and until any works to be constructed by the Company in or upon any such lands or other property are so far completed as to be assessed or

liable to be assessed to an amount equal to or greater than the value at which the said lands houses buildings cellars easements and property respectively were assessed to the last rate made before the passing of this Act the Company shall be liable to make good and shall make good and pay any deficiency in the assessments by reason of such lands houses buildings cellars easements or other property being taken or used by them and the deficiency shall be computed according to the value at which such lands houses buildings cellars easements or other property are assessed to the last rate made before the passing of this Act:

(18) The Company shall not where any house or building shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in an unsightly condition for any longer period than is reasonably necessary:

(19) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works to be constructed in the borough under the powers of this Act or upon any building or hoarding in connection therewith and whether during or after the construction of the works within view of any public street any placards or advertisements except such as shall have been approved in writing by the town clerk of the borough and if any such placard or advertisement be affixed or exhibited without such approval the council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting placards giving information to the public as to the business of the Company.

For protection of borough of Paddington.

42. If the Company shall at any time construct any works or buildings in under or upon the lands in the borough of Paddington which they are by this Act authorised to acquire the following provisions for the protection of the council of the metropolitan borough of Paddington (in this section referred to as "the council") shall unless otherwise agreed between the council and the Company apply and have effect:—

(A) The Company shall construct and carry out such works or buildings in such manner as not to unnecessarily

A.D. 1905.

interfere with any sewer drain or pipe belonging to the council:

(B) All structures and other works under any street or road within the said borough shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic of the district but also any heavily laden wagons heavy locomotives heavy motor cars or any steam roller that the council may use for repairing the streets and the Company shall indemnify and make good to the council all costs and expenses that the council may incur or be put to by reason of any defect or insufficiency of such structures or works or otherwise by reason of the said works:

(C) The Company shall not remove or deposit any subsoil or materials anywhere within the said borough so as to cause any nuisance or unnecessary obstruction to any persons using the roads or footways within the said borough:

(D) The Company shall make full compensation to the council for any damage or injury by subsidence to or interference with any sewer drain pipe or work under the jurisdiction or control of the council in or under any street road or footway in under or adjacent to which any such works or buildings may be constructed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such buildings or works or at any time hereafter:

(E) The Company shall at all times during the progress of any such buildings or works provide all necessary hoardings and barriers and keep the same well and effectually lighted and watched and shall take every reasonable precaution for the due and proper protection of the public The Company shall be responsible for any damage which may be caused by reason of any act default or omission by them or their contractors agents or servants during the construction of the said works:

A.D. 1905.

(F) Should it be found necessary to alter or interfere with any sewers drains gulleys air shafts or works connected therewith belonging to or under the control of the council fourteen days' notice shall be given in writing to the council of such intention to alter or interfere with the same and any such alteration or interference shall be carried out in accordance with plans previously submitted to and reasonably approved by the council in writing and under the superintendence of the council or if the council so prefer and give notice in writing thereof to the Company the council may execute such work or any part thereof and the Company shall in such event pay the council the actual cost of such work:

(G) The Company shall rebuild and reconstruct the bridge known as Lord Hill's Bridge in accordance with the plan signed by William Wylie Grierson on behalf of the Company and Edwin Bennett Brierley Newton on behalf of the council the girders of the bridge to be lattice type shown thereon closely railed to the reasonable satisfaction of the council:

(H) The Company shall rebuild and reconstruct the bridge known as Westbourne Terrace Bridge so that the gradient of the carriageway of the road of the bridge and the approaches thereto shall at no point be steeper than one in thirty:

(I) The Company may for the purposes of and during the execution of the works in connection with the lengthening and reconstruction of Lord Hill's Bridge and of Westbourne Terrace Bridge temporarily close for a period not exceeding four months both the roadways over the said bridges without providing any substitute therefor Provided that neither of such bridges nor the bridge known as Ranelagh Bridge the reconstruction of which is authorised by the Great Western Railway (General Powers) Act 1898 shall be closed at one and the same time:

(J) Any difference which may arise between the Company and the council with reference to the provisions of

A.D. 1905.

this section shall be settled by an arbitrator to be appointed unless otherwise agreed by the President of the Institution of Civil Engineers on the application of either party.

For protection of county council of Middlesex.

43. The Company shall execute the works by this Act authorised so far as the same affect the River Frays subject to the following conditions :—

(1) The Company may and shall divert the said river and construct the bridge thereover in the manner shown on the plan and section signed by William Wylie Grierson on behalf of the Company and Henry Titus Wakelam on behalf of the county council of Middlesex (in this section called "the county council") and shall provide and maintain for ever a concrete invert for the full length and width of the bridge at least 6 inches thick :

(2) The Company shall divert the river and construct the bridge and execute all necessary works at their sole expense under the superintendence and to the reasonable satisfaction of the engineer for the time being of the county council (in this section called "the county engineer") and the Company shall at the like expense subsequently maintain the bridge and works in connection with the said bridge in good substantial condition to the reasonable satisfaction of the county engineer :

(3) The Company shall pay the reasonable expenses of the county council incident to the approval of the plans and superintendence of the works in connection with the bridge and the diversion of the River Frays :

(4) If any difference shall arise between the Company and the county council touching this section or anything to be done or not to be done thereunder the same shall be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protection of Metropolitan Water Board.

44. The following provisions for the protection of the Metropolitan Water Board (in this section called "the board")

shall unless otherwise agreed between the Company and the board apply and have effect (that is to say) :—

politan Water Board.

(1) In reconstructing Lord Hill's Bridge the Company shall at their own expense provide and thereafter maintain throughout the whole length of the reconstructed bridge all proper and necessary accommodation for the three existing mains of the board and the Company shall at their own expense if the structure of the bridge renders it necessary substitute steel tubes having each an internal diameter of 12 inches for the said mains or shall provide smaller mains giving an equivalent capacity and may at the option of the Company carry the said mains or tubes across the railway either under the footpaths or roadway in a receptacle to be provided outside the parapets of the bridge or in a subway under the railway :

(2) The Company shall provide accommodation equal to an additional main of an internal diameter of 12 inches Provided always that the board shall repay to the Company the additional cost (if any) incurred by the Company in making provision for such additional accommodation :

(3) In reconstructing Golborne Road Bridge the Company shall provide and maintain at the expense of the board a receptacle along the outside of the bridge to enable the board to lay relay and maintain two mains each of an internal diameter of 12 inches and they shall give the board facilities at all reasonable times for so doing ;

Where any of the said mains or tubes are laid under the roadways or footpaths the Company shall provide as great a depth of cover thereover as possible but in no case less than 8 inches :

(4) The Company shall provide and maintain as far as reasonably practicable space below above or by the side of the said mains and tubes to enable the servants of the board to obtain access thereto for the purpose of examining and repairing the same :

(5) During the reconstruction of the said Lord Hill's Bridge the Company shall provide to the reasonable satisfaction of the engineer to the board good and sufficient

A.D. 1905.

support for the said existing mains or for such temporary substitutes for the said existing mains as may in the opinion of the engineer to the board be deemed necessary and the Company shall bear all the costs charges and expenses of the board incidental to or consequent on the provision of the said temporary substitutes and the disconnection reconnection and final completion upon the reconstructed bridge and its approaches of the aforesaid existing mains:

(6) The section the marginal note of which is "Protection of gas and water mains of local authorities" shall apply and extend to the works contemplated by this section except so far as the provisions thereof may be varied by this section and shall also be deemed to extend and apply to all the water mains pipes hydrants or other work and apparatus of the board:

(7) If any difference shall arise between the Company and the board with reference to the provisions of this section that difference shall be settled by an arbitrator to be appointed unless otherwise agreed upon the application of either party by the President of the Institution of Civil Engineers.

For protection of Metropolitan Electric Supply Company Limited.

45. For the protection of the Metropolitan Electric Supply Company Limited (in this section referred to as "the electric supply company") the following provisions shall unless otherwise agreed in writing between the electric supply company and the Company apply and have effect (that is to say):—

(1) In the reconstruction or alteration under the powers of this Act of the bridge in the parish and metropolitan borough of Paddington known as Lord Hill's Bridge and in the alteration of the levels of the road connecting Westbourne Terrace with Upper Westbourne Terrace the Company shall make provision for the laying down of conduits or other means of carrying the existing mains or wires of the electric supply company and such additional mains and wires (if any) as the electric supply company may reasonably require for the purposes of their undertaking over the said bridge and the approaches thereto and along the said road connecting Westbourne Terrace with

Upper Westbourne Terrace so far as altered under the powers of this Act and shall provide and lay down such conduits or other means accordingly and any additional cost incurred by the Company in making provision for and laying down such additional mains and wires shall be repaid to the Company by the electric supply company:

(2) Any such conduits or means of carrying electric mains or wires as aforesaid may if the electric supply company so require by notice in writing be constructed and laid down by the electric supply company at the cost of the Company but subject in all respects to the reasonable approval of the Company:

(3) Not less than one month before the commencement of any such works as aforesaid the Company shall give to the electric supply company notice in writing of their intention to commence the same and shall submit with such notice plans and working drawings of such works with all necessary particulars thereof:

(4) Within one month after the receipt of such notice plans and drawings the electric supply company shall notify to the Company their approval or disapproval of the manner in which the Company propose to execute the said works so far as such execution may involve any alteration of the level or position or other interference with the mains pipes wires or apparatus of the electric supply company:

(5) The electric supply company shall be entitled to require the Company to make any reasonable alteration in such plans and drawings or to do any reasonable act or thing for the protection or preservation from injury by the execution of the said works of the mains pipes wires and apparatus of the electric supply company and in executing the said works the Company shall conform to and comply with all such requirements of the electric supply company as aforesaid:

(6) If within the said period of one month the electric supply company shall not have notified to the Company their requirements or disapproval as aforesaid the Company may and shall execute the said works in all respects in accordance with such plans sections and drawings

A.D. 1905.

but notwithstanding anything in this Act contained the Company shall not execute any of the said works of which the electric supply company shall within the period aforesaid have reasonably disapproved:

(7) All costs and expenses involved in the alteration of the electric supply company's mains or wires in consequence of the exercise of the powers conferred upon the Company by this Act shall be defrayed by the Company:

(8) If by reason of the execution of any of the said works or the exercise of any powers conferred upon the Company by this Act the electric supply company sustain any loss or damage the amount of such loss damage or additional expense as the case may be shall be made good to the electric supply company by the Company:

(9) If any difference shall arise under this section between the Company and the electric supply company or their respective engineers the same shall be determined by an arbitrator to be agreed upon by the Company and the electric supply company or failing agreement to be appointed by the President of the Institution of Electrical Engineers.

For protection of Grand Junction Canal Company.

46. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions shall unless otherwise agreed between the Company and the company of proprietors of the Grand Junction Canal (in this section called "the canal company") apply for the protection of the canal company (that is to say):—

(1) In constructing and maintaining the widening by this Act authorised on the northern side of the bridge carrying the main line of the Company over the Paddington branch of the Grand Junction Canal (which branch is hereinafter in this section referred to as "the canal") in the parish of Southall-Norwood in the county of Middlesex the Company shall not alter the line or level of the canal or of the towing-path or works thereof or other property of the canal company or (except temporarily as hereinafter mentioned) contract the present width of the waterway or towing-path of

the canal or obstruct or impede the navigation thereof or the passage along the towing-path or intercept cut off take use or diminish or allow to escape any of the waters of the canal or damage or interfere with the same or the towing-path or any of the works thereof or other property of the canal company :

(2) The Company shall not otherwise than by agreement purchase or take any land or property of the canal company but shall only acquire such an easement therein as may be necessary for the purpose of the construction maintenance and use of the said widening subject to the restrictions herein contained :

(3) The said widening shall be constructed of brick stone steel or iron or any of those materials combined and shall be carried over the canal and the towing-path thereof by a single span having a clear headway throughout of not less than the headway of the existing bridge and the abutments of the said widening shall be placed in the positions shown on the plan marked A signed by William Wylie Grierson on behalf of the Company and Gordon Cale Thomas on behalf of the canal company and the said widening shall not exceed a width which will enable the Company to lay in three additional lines of railway Provided always that the Company may place any necessary footings in front of the face lines of the abutments shown on the said plan :

(4) The Company shall at all times during the construction of the said widening and works connected therewith and any future repairs thereof keep an uninterrupted navigable width of waterway in the canal of not less than 20 feet with a clear width of towing path of not less than 6 feet and a clear headway above the level of such waterway and the adjoining towing-path not less than that of the existing bridge and the canal company shall give the Company all reasonable facilities for the construction and carrying out of the said work :

(5) The said widening and all the works connected therewith shall be constructed and for ever thereafter maintained in good and substantial repair by and at the expense of the Company and the said widening and works and

A.D. 1905.

all future repairs thereof shall be constructed and executed according to plans and sections to be submitted to and to be subject to the reasonable approval of the engineer of the canal company previously to the commencement of the works and shall be carried on and completed under the superintendence (if such shall be given) and to the reasonable satisfaction of such engineer Provided that if such engineer shall not signify his disapproval of the said plans and sections within one month after the same shall have been submitted to him he shall be deemed to have approved of the same In the event of the Company at any time neglecting after notice from the canal company to maintain or repair the said widening and works or any of them the canal company may repair the same and recover the expenses of so doing from the Company :

(6) If in the construction maintenance or repair of the said widening or works or any of them or by reason or in consequence of the construction thereof or of any defect failure or want of repair thereof any damage to the canal or towing-path or works thereof or other property of the canal company or any obstruction to the navigation of the canal or the passage along the towing-path or any loss of water from the canal shall be at any time occasioned and the canal company shall give the Company notice thereof the Company shall at their own expense forthwith restore the canal towing-path works and property of the canal company to the same state and condition as before the happening of such damage or remove such obstruction or prevent such loss of water (as the case may be) under such superintendence (if the same shall be given) and to such reasonable satisfaction as aforesaid and in case of their default it shall be lawful for the canal company to do the same and to recover the expense of so doing from the Company :

(7) The said widening and all the works connected therewith shall be completed within the period of nine months from the commencement of the works affecting the canal :

(8) If at any time in the construction maintenance or repair of the said widening and works or any of them or by reason or in consequence of the construction thereof or the defect failure or want of repair thereof the water of the canal shall leak escape or run to waste from the canal or if the navigation of the canal or the passage along the canal or towing-path shall be obstructed or interrupted except as set out in subsection (4) of this section the Company shall indemnify and compensate the canal company in respect of all costs damage or loss which they may sustain by reason of such leakage loss of water obstruction or interruption:

(9) If any difference shall arise between the Company and the canal company as to any plans or sections or mode of executing any works under this section the same shall be determined by an engineer to be agreed upon or failing agreement to be appointed by the Board of Trade on the application of either the Company or the canal company.

For protection of Madron Urban District Council.

47. For the protection of the Madron Urban District Council (in this section referred to as "the council") the following provisions shall apply and have effect (that is to say):—

(1) The Company shall preserve the present right of way for carts and other vehicles and pedestrians from the main road at Chyandour Brook to the beach or shall substitute such other right of way as may be approved by the council so as to afford the same facilities of access as now exist for the purposes for carting sand seaweed manure and for other purposes:

(2) The Company shall secure the free and uninterrupted flow of water along the Chyandour Brook where the same flows over the foreshore numbered on the deposited plans 2 in the urban district of Madron:

(3) If in constructing any works by this Act authorised it should be found necessary to intercept or interfere with the sewer of the council crossing at Chyandour under the Ponsandane Viaduct of the Company the Company shall before intercepting the same or interfering therewith construct according to plans to be

A.D. 1905.

reasonably approved by the council another sewer in lieu thereof and of equal capacity therewith and such substituted sewer shall be connected by the council at the reasonable expense of the Company with the existing sewer:

(4) If any difference shall arise between the Company and the council with reference to the provisions of this section such difference shall be determined by an arbitrator to be appointed unless otherwise agreed on the application of either party by the President of the Institution of Civil Engineers.

For protection of Tennant Canal Navigation.

48. In carrying out the reconstruction of the viaduct over the River Neath and Tennant Canal Navigation by this Act authorised the Company shall provide and for ever maintain a retaining wall or sheet piling under the said viaduct along the embankment of the canal so as to prevent any injury thereto which might arise by reason of the position of the existing pier of the said viaduct adjacent to the said canal being altered The said retaining wall or sheet piling shall be constructed under the supervision and to the reasonable satisfaction of the engineer for the time being of the said Tennant Canal Navigation Provided that if any difference shall arise between the Company and the said engineer the same shall be determined by arbitration by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protection of corporation of Swindon.

49. In carrying out the alteration and diversion of so much of the footpath in the parish and borough of Swindon which crosses the main line of railway of the Company on the level near Newburn House as lies between the southern boundary of the Company's property and the southern end of the subway carrying that footpath under the Company's property on the northern side of the said main line the following provisions for the protection of the mayor aldermen and burgesses of the borough of Swindon (in this section called "the corporation") shall unless otherwise agreed between the corporation and the Company have effect (that is to say):—

(1) The altered or diverted footpath shall be made of a width of not less than 6 feet:

(2) The altered or diverted footpath shall be formed paved and drained to the reasonable satisfaction of the corporation or their surveyor by and at the expense of the Company :

(3) Should the Company build or cover over the altered or diverted footpath they shall provide not less than three air and light spaces each seven feet nine inches long and six feet wide :

(4) Whether the Company build over the altered or diverted footpath or not they shall at their own expense for ever hereafter maintain and keep in repair the said altered or diverted footpath and also the existing subway on the northern side of the said main line and at their own expense light with gas or electric lamps the said existing subway and also the altered or diverted footpath to the reasonable satisfaction of the corporation or their surveyor The said lamps shall be lighted by the Company on each and every day at the same hour as the public lamps in the borough are lighted as fixed by the time table from time to time settled by the corporation or their surveyor The said lamps shall be extinguished by the Company on each and every day at such hour as may be agreed from time to time between the Company and the corporation :

(5) The whole of the works shall be carried out in accordance with the plan and section signed by Henry Joseph Hamp on behalf of the corporation and William Wylie Grierson on behalf of the Company :

(6) In the case of any difference arising between the corporation and the Company with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed (unless otherwise agreed upon) by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of Cornwall County Council.

50. In addition to the provisions in the Railways Clauses Consolidation Act 1845 or this Act contained to the benefit of or protection afforded by which the county council of Cornwall

A.D. 1905.

(in this section called "the county council") shall be entitled and notwithstanding anything shown upon the deposited plans or sections or contained in this Act to the contrary thereof the following provisions shall have effect for the benefit and protection of the county council unless otherwise agreed in writing between the county council and the Company:—

(1) The bridge for carrying the Railway No. 5 by this Act authorised over the public road numbered 70 on the deposited plans (parish of Luxulian) shall if the same shall be constructed by means of an arch or viaduct instead of a flat girder bridge be not less than 15 feet high above the road at the springing of the arch and 16 feet at the underside of the crown of the arch and no pier of any arch or viaduct shall be built so that the piers where above the road level encroach upon or interfere with the main road:

(2) The flat girder bridge for carrying the railway over the public road numbered 11 on the deposited plans (parish of Roche) in connection with the Deviation No. 3 of the Cornwall Minerals Railway by this Act authorised shall have not less than 16 feet clear headway and 30 feet span For the purpose of giving the headway prescribed by this subsection the Company shall be at liberty to lower the said public road No. 11 in the manner indicated on a plan in duplicate signed by William Wylie Grierson on behalf of the Company and Sylvanus William Jenkin on behalf of the council and in connection with such lowering the Company shall make and thereafter maintain such works as may be reasonably necessary to drain such lowered roadway:

(3) The width of the bridge carrying the public roadway numbered 18 on the deposited plans (parish of Lanhydrock) over the said Railway No. 5 shall be not less than 30 feet between the parapets:

(4) The width of the bridge carrying the public road numbered 38 on the deposited plans (parish of Lanhydrock) over the said Railway No. 5 shall be not less than 30 feet between the parapets and the gradient of the road on each side shall be an even one throughout and not steeper than one in thirty:

(5) The width of the bridge carrying the public road numbered 3 on the deposited plans (borough of Bodmin) over the said Railway No. 5 shall be not less than 30 feet between the parapets:

(6) The road leading from Penzance to Marazion to be diverted in the parish of Gulval shall have a carriageway of not less than 30 feet in width and a footpath of a width of 6 feet A plan shall be furnished by the Company and shall include a section from Gulval Church Town to Longrock down to and including the existing main road The Company shall provide at points to be indicated by the surveyor of the county council two stone depôts with masonry walls similar to the existing depôts and each sufficient to contain 90 cubic yards of metalling and the remainder of the road shall on both sides of it be protected by a boundary stone hedge of the same character as the stone hedges usually built in the neighbourhood to be erected by the Company to the reasonable satisfaction of the county council The existing direction posts shall be refixed by the Company at points to be indicated by the surveyor of the county council The road shall be drained with a fall towards the north The footpath shall be of the same nature as the present footpaths at each end of the existing road namely of tar macadam with a kerb and the new road shall be also made of tar macadam so as to accord with the existing road:

(7) All over bridges shall be of sufficient strength to carry traction engines and other heavy traffic:

(8) The Company shall not commence to execute any works which will interfere with the said roads or to construct any temporary or substituted road in accordance with the provisions of the Railways Clauses Consolidation Act 1845 until they have given to the surveyor of the county council not less than twenty-eight days' notice in writing of their intention to commence such works accompanied by plans and sections showing the nature of as well the permanent roads as also any temporary roads proposed to be constructed and the position width and mode of formation of the said roads nor

A.D. 1905.

until the said surveyor shall have signified in writing his approval of the proposed roads and the mode of constructing the same and unless the said surveyor does not within twenty-eight days after service of the said notice plans and sections signify in writing his approval or his disapproval thereof he shall be deemed to have approved the same and any difference between the county council and the Company with reference to the proposed roads and the mode of constructing the same or with reference to the said plans and sections shall be settled by arbitration as hereinafter provided And the Company shall comply with all reasonable directions and requirements of the county council in relation to the said roads and the mode of execution of the said works:

(9) Any temporary or substituted road shall be properly drained and kept in repair by the Company to the reasonable satisfaction of the said surveyor:

(10) The traffic of the said roads shall not during the construction of the said railways and deviation or any works in connection therewith and during any subsequent repairing thereof be obstructed or interfered with unnecessarily but the council shall give to the Company such facilities for and during the construction of the said works by permitting the temporary closing of portions of the said roads or the temporary diversion thereof as the Company may reasonably require but so as not to entirely close any such road against traffic:

(11) If any difference arise between the county council and the Company touching this section or anything to be done or not to be done thereunder or any powers to be exercised affecting the said roads such difference shall be settled by an engineer to be agreed upon and failing agreement to be appointed by the Board of Trade on the application of either party whose decision shall be conclusive and the costs of the reference shall be borne as he shall direct.

For protection of Hereford County Council and Ledbury

51. In carrying into effect the alteration of levels of the road in the parish of Colwall by this Act authorised the following provisions for the protection of the Hereford County Council and the Ledbury Rural District Council shall notwithstanding

anything shown on the deposited plans and sections unless otherwise agreed apply and have effect (that is to say):—

Rural District Council.

(1) The alteration of levels of the said road and of the roads leading into the same shall be carried out in accordance with a plan and section signed by Alfred Dryland on behalf of the said councils and William Wylie Grierson on behalf of the Company:

(2) The Company shall provide such drains or pipes as may be reasonably necessary in substitution for any drains or pipes which may be interfered with or rendered necessary by reason of the alteration of levels of the said road:

(3) The footpath alongside the said road where altered in accordance with the said plan and section shall be kerbed and channelled in the same manner as the existing footpath and the Company may use for that purpose any existing materials displaced in carrying out the said works:

(4) The Company shall metal the surface of the altered roadway to a depth of not exceeding four inches with Clee Hill granite properly rolled in to the reasonable satisfaction of the surveyor to the Ledbury Rural District Council:

(5) The Company shall re-grade those portions of the roadways leading into the said road at both ends of the bridge approach which are affected by the re-grading of the main road so as to make the approach thereto in accordance with the plan and section above mentioned:

(6) If any difference shall arise between the Company and the said councils as to the provisions of this section or anything to be done or not to be done thereunder the same shall be determined by arbitration by an engineer to be agreed upon between the Company and the said councils or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protection of Colwall Parish Council.

52. In altering the levels carrying Colwall Green Road over the Company's railway by this Act authorised the following provisions for the protection of the Colwall Parish Council (in

A.D. 1905.

this section referred to as "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

(1) In lieu of the existing steps leading from Walwyn Free School to the said road the Company shall make and maintain a sloping footpath at or near the site of the said steps not less than three feet in width to the reasonable satisfaction of the council:

(2) In raising the road leading to Brockbury Hall the Company shall provide for the efficient drainage of the surface of the said road:

(3) If any difference shall arise between the Company and the council with reference to the provisions of this section that difference shall be determined by an arbitrator to be appointed unless otherwise agreed upon the application of either party by the President of the Institution of Civil Engineers.

Power to Company to acquire additional lands.

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

IN THE COUNTY OF MIDDLESEX.

Certain lands in the parish of Harlington and in the parish and urban district of Hayes and in the parish of Norwood in the urban district of Southall-Norwood lying on and adjoining the northern side of the main line of railway of the Company and extending from the bridge carrying Dawley Road over the said main line to the Brentford Gasworks at Southall:

Certain lands in the parish of Yiewsley lying on and adjoining the northern side of the main line of railway of the Company and between that railway and the Staines Branch Railway of the Company.

In the County of Gloucester.

Certain lands in the parish of Marston Sicca lying on and adjoining the south-eastern side of the Honeybourne and Stratford-upon-Avon Railway of the Company and between points respectively about 10 chains and 18 chains south-west of Long Marston Station:

Certain lands in the parish and borough of Cheltenham lying on and adjoining the south-eastern side of the Cheltenham Branch Railway of the Company and extending for a distance of 23 chains or thereabouts in a south-westerly direction from the bridge carrying Malvern Road over that railway:

Certain fields or enclosures in the parish of Winchcomb numbered respectively 838 843 and 904 on the 25-inch Ordnance map (second edition 1902) of that parish.

In the County of Wilts.

Certain lands in the parish and urban district of Westbury lying on and adjoining the south-eastern side of the Salisbury Branch Railway of the Company and at and near to the junction of that branch railway with the Wilts Somerset and Weymouth Railway of the Company and the Company may stop up and discontinue the footpaths crossing the said lands as shown on the deposited plans and in lieu thereof may make a new footpath commencing by a junction with the footpath crossing the Company's said railways at or near the said junction at the south-eastern boundary of the Company's property and terminating by a junction with the footpath intersecting the western and eastern boundaries of the field or enclosure numbered 444 on the 25-inch Ordnance map (second edition 1901) of the said parish at a point 4 chains or thereabouts east of the western boundary of the said field or enclosure.

In the County of Somerset.

Certain lands in the parish of Bishopsworth lying on and adjoining the western side of the Bristol and Portishead Railway of the Company and between points respectively about 8 chains and 20 chains south of the bridge carrying Ashton Road over that railway and the Company may

A.D. 1905.

stop up and discontinue all rights of way over the occupation road and footpath at the southern end of the said lands:

Certain lands in the parish of Easton-in-Gordano lying on and adjoining the north-eastern side of the Company's Portishead Branch Railway and at and near to Pill Station:

Certain lands in the parishes of High Ham and Huish Episcopi lying on and adjoining both sides of Deviation No. 2 (now in course of construction) authorised by the Great Western Railway Act 1899 and between points respectively about 11 chains and 53 chains west of the bridge carrying the said deviation over Wagg Drove:

Certain lands in the parishes of Curry Rivell Langport and Huish Episcopi lying on and adjoining both sides of the said Deviation (No. 2) and between points respectively about 21 chains west and 29 chains east of the River Parrett:

Provided always that the Company shall not purchase or acquire any greater part of the lands in the said parishes which are shown on the deposited plans and described in the deposited books of reference and which form part of the common or commonable lands known as North Street Moor than may be necessary for the maintenance or use of the Deviation (No. 2) authorised by the Great Western Railway Act 1899 but the Company shall pay compensation to the owners of and other persons interested in so much of the said lands as are not acquired by the Company for any injury which may be caused to the surface thereof by reason of such maintenance or use:

Certain lands in the parish of Yeovil Without lying on and adjoining the south-eastern side of the Wilts Somerset and Weymouth Railway of the Company and at and near the goods shed at Yeovil (Pen Mill) Station.

IN THE COUNTY OF CORNWALL.

Certain lands in the parish of Saint Winnow lying on and adjoining the north-western side of the Bodmin Branch Railway of the Company and at and near the junction of that railway with the Cornwall Railway of the Company:

Certain lands in the parish and urban district of Ludgvan lying on and adjoining the south-eastern side of the West Cornwall Railway of the Company and extending for a distance of 38 chains or thereabouts in a north-easterly direction from Marazion Station:

Certain lands in the parish and urban district of Ludgvan and in the parish of Marazion lying on and adjoining both sides of the said West Cornwall Railway and between points respectively about 8 chains and 53 chains north-east of the mile post on that railway indicating 324 miles from Paddington:

Certain lands in the said parish and urban district of Ludgvan lying on and adjoining the south-eastern side of the said West Cornwall Railway and between points respectively about 9 chains and 1 mile 14 chains north-east of the mile post on that railway indicating 323¼ miles from Paddington:

Certain other lands in the said parish and urban district lying on and adjoining the north-western side of the said West Cornwall Railway and between points respectively about 4 chains and 42 chains north-east of the mile post on the said West Cornwall Railway indicating 322¼ miles from Paddington:

Certain other lands in the parish of Saint Erth Rural lying on and adjoining both sides of the said West Cornwall Railway and extending in a south-westerly direction for a distance of 33 chains or thereabouts from Saint Erth Station:

Certain lands in the parish of Gulval lying on and adjoining the northern side of the West Cornwall Railway of the Company and extending in a westerly direction for a distance of 41 chains or thereabouts from Ponjou Lane and the Company may stop up and discontinue all rights of way over the said lands:

Certain lands or foreshore in the parish of Penzance in the borough of Penzance lying on and adjoining the south-eastern side of the West Cornwall Railway of the Company and extending in a north-easterly direction for a distance of 10 chains or thereabouts from the goods shed at Penzance Station.

A.D. 1905.

In the County of Oxford.

Certain lands in the parishes of West Adderbury and East Adderbury lying on and adjoining the southern side of the Banbury and Cheltenham Railway of the Company and at and near Adderbury Station.

In the County of Warwick.

Certain lands in the parish of Aston in the city and county borough of Birmingham abutting on the western side of Sandy Lane and the eastern side of the Warwick and Birmingham Canal and at and near the junction of that lane with Miles Street and Lawden Road:

Certain lands in the parish of Birmingham in the city and county borough of Birmingham lying on and adjoining the northern side of the Birmingham Wolverhampton and Dudley Railway of the Company and abutting on the eastern side of Bacchus Road:

Certain lands in the parish of Leamington Priors in the borough of Royal Leamington Spa lying on and adjoining the north-eastern side of the Oxford and Birmingham Railway of the Company and between points respectively about 9 chains and 18 chains south-east of the bridge carrying that railway over the Warwick and Napton Canal:

Certain lands in the parish of Aston Cantlow lying on and adjoining the western side of the Stratford-upon-Avon and Hatton Branch Railway of the Company and abutting on the southern side of the public road which crosses the said railway at the southern end of Wilmcote Station:

Certain lands in the parish of Milcote in the rural district of Stratford-on-Avon lying on and adjoining the north-western side of the Honeybourne and Stratford-upon-Avon Railway of the Company at the north-western end of Milcote Station:

Certain lands in the parish of Solihull lying on and adjoining the north-eastern side of the Company's Oxford and Birmingham Railway and between Olton Station and the Warwick and Birmingham Canal.

A.D. 1905.

In the County of Worcester.

Certain lands in the parish of Church Honeybourne in the rural district of Evesham lying on and adjoining the eastern side of the Honeybourne and Broadway Branch Railway of the Company and the north-eastern side of the Oxford Worcester and Wolverhampton Railway of the Company and at and near the bridge carrying the last-mentioned railway over the said branch railway:

Certain other lands in the said parish and rural district lying between the Oxford and Birmingham Railway of the Company Warwick Road Tyseley Hill House and the River Cole.

In the County of Salop.

Certain lands in the parish of Saint Mary in the borough of Shrewsbury lying on and adjoining the north-eastern side of the Shrewsbury and Chester Railway of the Company and between points respectively about 12 chains and 66 chains north-west of the bridge carrying Ellesmere Road over that railway.

In the County of Monmouth.

Certain lands in the parish of Abergavenny Rural lying on and adjoining the eastern side of the Newport Abergavenny and Hereford Railway of the Company and at and near the engine shed at Abergavenny Station:

Certain lands in the parish of Undy lying on and adjoining the northern side of the South Wales Railway of the Company and between points respectively about 3 chains west and 39 chains east of the bridge carrying the road leading from Redwick to Vinegar Hill over that railway:

Certain lands in the parish and county borough of Newport abutting on the eastern side of Cambrian Road and at and near the junction of that road with the approach road to Newport (High Street) Station:

Certain other lands in the said parish and county borough adjoining the northern side of the said station and abutting on Devon Place.

A.D. 1905.

IN THE COUNTY OF GLAMORGAN.

Certain lands in the parish of Roath in the county borough of Cardiff lying on and adjoining the south-eastern side of the South Wales Railway of the Company and extending from the bridge carrying the public road over that railway at Pengam to the River Rhymney:

Certain lands in the parish of Resolven lying on and adjoining the south-eastern side of the Company's Vale of Neath Railway and at and near Resolven Station:

Certain lands in the parish of Saint John in the county borough of Swansea lying between the Swansea Branch Railway of the Company and Neath Road and extending in a northerly direction for a distance of 32 chains or thereabouts from Jersey Street.

IN THE COUNTY OF CARMARTHEN.

Certain lands in the parish of Llangan East lying on and adjoining both sides of the South Wales Railway of the Company and at and near the junction of the Pembroke and Tenby Railway of the Company with that railway near Whitland Station:

Provided always that the Company shall not construct any works which may interfere with the free flow of water in the watercourses on the eastern side of the field numbered 1 on the deposited plans and in the deposited book of reference for the said parish of Llangan East without the consent of the Whitland Rural District Council under their common seal:

Certain lands in the parish of Llangunnor lying on and adjoining the eastern side of the Carmarthen and Cardigan Railway of the Company and extending in a northerly direction for a distance of 19 chains or thereabouts from the junction of that railway with the South Wales Railway of the Company.

For protection of Brentford Gas Company.

54. For the protection of the Brentford Gas Company (hereinafter called "the gas company") the following provisions shall unless otherwise agreed apply and have effect (that is to say):—

(1) Notwithstanding anything in this Act contained or shown upon the deposited plans the Company shall not except

by agreement enter upon take or use any greater quantity of the land numbered on the deposited plans 8 in the urban district of Southall-Norwood in the county of Middlesex than may be necessary to enable the Company to widen their main line of railway by two additional lines of rails and if in constructing the said widening the Company find it necessary to interfere with the siding of the gas company situate on the said land they shall at their own expense and with as little delay as possible reinstate the same to the reasonable satisfaction of the gas company:

(2) Notwithstanding anything in this Act contained the Company shall not extinguish or in any way interfere with the right of way at present enjoyed by the gas company from their land at Southall to the Western Road Southall and from to through and under the archway under the Company's railway:

(3) If any difference shall arise between the Company and the gas company under the provisions of this section the same shall be determined by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protection of corporation of Cheltenham.

55. The following provisions for the protection of the mayor aldermen and burgesses of the borough of Cheltenham (in this section referred to as "the corporation") shall unless otherwise agreed in writing between the corporation and the Company have effect (that is to say):—

(1) Contemporaneously with the construction of any railway station on the Cheltenham Branch Railway of the Company which shall have an entrance or approach thereto from Malvern Road in the borough of Cheltenham the Company shall and may reconstruct or alter and widen the bridge carrying the said road over the Cheltenham Branch Railway so that the said bridge shall have a clear width of 36 feet between the parapet walls thereof;

(2) The Company shall make good the roadway on the said bridge where disturbed and kerb and channel the same and construct (if such bridge is reconstructed) a paved footway on each side thereof of not less than 6 feet

A.D. 1905.

wide to the reasonable satisfaction of the borough surveyor or if such bridge is altered and widened shall provide a footway of the same width in addition to the existing footway over such bridge:

Sections 18 to 23 both inclusive of the Railways Clauses Consolidation Act 1845 shall apply to any water mains cables wires pipes and other apparatus of the corporation which it may be necessary to interfere with in carrying out the alteration and widening of the said bridge in the same manner as such sections would apply if such interference took place for the purpose of constructing a railway Provided always that any works to which such sections apply shall be carried out by the corporation and the reasonable cost of doing so shall be repaid to the corporation by the Company and any difference or dispute in relation to such works or the cost thereof or otherwise arising out of this section shall be settled unless otherwise agreed by an engineer to be nominated by the President of the Institution of Civil Engineers The provisions contained in this subsection are in lieu of the section hereof whereof the marginal note is "Protection of gas and water mains of local authorities."

For protection of Lord Vivian.

56. The following provisions for the protection of Lord Vivian shall unless otherwise agreed apply and have effect (that is to say):—

The Company shall plant and keep planted with fir trees the slopes towards Glyn House of any embankment which they may construct on the additional lands which the Company are by this Act authorised to acquire in the parish of Saint Winnow and shall replace with young trees or shrubs any trees or shrubs which may be interfered with on the existing slopes towards Glyn House in carrying out any alterations at Bodmin Road Station.

For protection of corporation of Penzance.

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

(1) Before commencing to lay down construct or execute any works upon any part of the foreshore in the said

borough or upon any lands in the said borough which the Company are by this Act authorised to acquire plans and sections showing the mode of construction thereof shall be furnished by the Company to the corporation and the approval by the corporation of such plans and sections or if the corporation refuse to approve the same the approval of an arbitrator to be appointed as hereinafter provided shall in each case be obtained by the Company before commencing the work and all such works shall be executed in accordance with the plans and sections so approved and to the reasonable satisfaction of the borough engineer of the corporation and so as not to damage or prejudicially affect any sewer or sewer-outlet of the corporation or to interfere with the use of any such sewer or sewer-outlet or to increase the tendency of sand mud silt or other material to accumulate upon or near any part of the said foreshore or upon any property vested in or under the control of the corporation or the approaches by sea to the harbour or floating dock or to cause the damming back of any tidal or other water or the influx or irruption of any such water to a greater extent than obtains at present into or upon any wharf road or other work or property of the corporation or into or upon any public place:

(2) The corporation and all or any of their officers and servants shall at all reasonable times have the right at their own risk to enter into and upon any lands in the said borough which the Company are by this Act authorised to acquire and into or upon any works which may be erected or in course of erection upon any such lands or upon any part of the foreshore within the said borough for the purpose of seeing that the provisions of this section are duly observed and complied with and for the purpose of obtaining access to any works or property vested in or under the control of the corporation:

(3) In the event of any question or difference arising between the corporation and the Company as to the meaning of any of the provisions of this section

A.D. 1905.

or as to the propriety of any work plan or section referred to in this section or as to anything to be done or not to be done under this section such question or difference shall be referred to an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either the Company or the corporation.

For protection of Solihull Rural District Council.

58. The following provisions for the protection of the Solihull Rural District Council (in this section called "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

(1) In constructing any works on the lands in the parish of Solihull which the Company are by this Act authorised to purchase they shall maintain the existing sewers drains and manholes of the council on the said lands or shall provide other manholes in substitution therefor to the reasonable satisfaction of the surveyor to the council:

(2) If any difference shall arise between the Company and the council respecting the matters aforesaid such difference shall be determined by an arbitrator to be appointed unless otherwise agreed upon by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of Cardiff Corporation.

59. For the protection of the mayor aldermen and burgesses of the county borough of Cardiff (in this section called "the corporation") the following provisions shall have effect (that is to say):—

(1) If the Company construct any works upon the land to be acquired under this Act adjoining the Roath Brook they shall construct and maintain over the said brook a girder bridge or culvert having throughout a width of not less than twelve feet and the underside of the girders thereof shall be not lower than the level of the underside of the superstructure of the existing culvert carrying the South Wales Railway over the said brook adjoining the said land so as to form a free and unobstructed channel for tidal and flood

waters and for this purpose the Company may subject to the reasonable approval of the borough engineer of the corporation divert the brooks on the said lands:

(2) The Company shall not interfere in any way with the free flow of the River Rhymney and shall at all times allow the tidal and flood waters of such river a free and unobstructed channel:

(3) The Company shall be at liberty for the purposes of any such works as aforesaid to divert and alter the course of the said brook where it passes through the said land but such diversion and alteration shall be carried out to the reasonable satisfaction of the corporation:

(4) If any difference shall arise between the Company and the corporation respecting the matters aforesaid such difference shall be determined by an arbitrator to be appointed unless otherwise agreed upon by the President of the Institution of Civil Engineers on the application of either party.

For protection of Corporation of Swansea.

60. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Swansea (in this section referred to as "the corporation") shall except so far as may be otherwise agreed between the corporation and the Company apply and have effect (that is to say):—

(1) The Company shall not enter upon take use appropriate or interfere with any part of Maliphant Street and if they shall acquire any lands abutting upon any part of that street they shall give up so much thereof as may be necessary to enable the corporation to widen the part of the street on which such lands abut to a width of not less than forty feet:

(2) When in pursuance of the section of this Act whereof the marginal note is "Power to Company to acquire additional lands" the Company have acquired the lands abutting upon both sides of any part of Earl Street and have appropriated the same for the purposes of their undertaking they shall be at liberty to close the part of that street situate between the lands so

A.D. 1905.

acquired Provided that the boundary line between the part of Earl Street acquired by the Company and the remainder of that street shall cross that street at right angles and that except as provided by this subsection the Company shall not enter upon take use appropriate or interfere with any part of Earl Street:

(3) The Company shall construct and for ever thereafter maintain to the reasonable satisfaction of the corporation a substantial brick wall or boundary fence between any property which they may acquire on either side of Maliphant Street or Earl Street and between any part of Earl Street which they may acquire and the remainder of that street:

(4) The Company shall not take or interfere with any water main or pipe sewer or drain belonging to or under the control of the corporation and in the event of their acquiring any street or land in which any such main pipe sewer or drain is situate the corporation shall at any time thereafter be at liberty to remove or divert the same and to provide all necessary accessory works and conveniences (including conveniences for flushing and ventilating such sewer or drain) and the Company shall afford to them all reasonable facilities for the purpose and shall repay to the corporation any expense reasonably incurred by them under the provisions of this subsection:

(5) Any difference which may arise between the corporation and the Company under any of the provisions of this section or as to the mode of giving effect thereto shall be settled by the arbitration of an engineer or other fit person to be appointed (unless otherwise agreed) upon the application of the corporation or of the Company by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Powers to Two Companies to acquire additional lands

61. Subject to the provisions of this Act the Two Companies or either of them with the consent of the other may enter upon take use and hold for the purposes of the Two Companies or either of them and for providing increased accommodation the lands hereinafter mentioned delineated on the deposited plans and

described in the deposited books of reference relating thereto (that is to say) :— A.D. 1905.

In the County of Salop.

Certain lands in the parish of Holy Cross and Saint Giles in the borough of Shrewsbury and known as Nos. 10 and 11 Abbey Foregate.

Powers to Joint Companies to acquire lands.

62. Subject to the provisions of this Act the Joint Companies or either of them with the consent of the other may enter upon take and hold for the purposes of the Joint Companies and for providing increased accommodation the lands hereinafter mentioned delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say) :—

In the County of London.

Certain lands in the parish and metropolitan borough of Hammersmith lying on and adjoining the eastern side of the Hammersmith and City Railway of the Joint Companies and extending from the northern end of the Hammersmith Station on that railway to Lena Gardens :

Provided always that nothing in this Act contained shall empower the Joint Companies to purchase or acquire the properties numbered on the deposited plans 16 and 17 in the metropolitan borough of Hammersmith.

For protection of trustees of will of Edward Bird deceased and others.

63. The following provisions for the protection of the trustees of the will of Edward Bird deceased and the trustees of the marriage settlement of the Reverend William David Henry Armstrong and Clara Armstrong and those claiming under them shall unless otherwise agreed apply and have effect.

In the event of the Joint Companies or either of them purchasing or acquiring under the powers of this Act the whole or any portion of the properties numbered on the deposited plans 6 or 7 in the metropolitan borough of Hammersmith they shall purchase the whole of the said property No. 6 and the property lying between No. 6 and Brook Green Road and being the portion of the property known as Oldfield House and premises not included in No. 6.

Stopping up road in case of diversion.

64. Where this Act authorises the diversion of a road or footpath and the stopping up of an existing road or footpath or

A.D. 1905.

portion thereof such stopping up shall not take place until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

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

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

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to private rights of way over lands taken compulsorily.

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

Provision as to repair of new roads and footpaths.

66. The new roads streets footpaths and highways to be made under the authority of this Act (other than roads streets footpaths or highways made or diverted for the purposes of any railway and in the case of other roads streets or footpaths except the stone steel or other structure of any bridge carrying the same over or under any such railway all which structures except where otherwise expressly provided by this Act shall be repaired and maintained by and at the expense of the Company) shall unless otherwise agreed or otherwise specially provided by this Act when made and completed respectively be repaired and maintained by

and at the expense of the parties on whom the expense of maintaining the adjoining portions of the same roads streets and footpaths now devolves.

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

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

Power to deviate in construction of new roads footpaths &c.

68. The Company may in constructing the bridge works and the new and altered roads streets footpaths and other similar works by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the new roads streets and other similar works shown on the deposited sections to any extent not exceeding three feet or (if the work be situate in any town village street or land continuously built upon) two feet but not so as to increase the rate of inclination of any new road or street as shown on the said sections:

Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Period for compulsory purchase of lands.

69. The powers of this Act for the compulsory purchase of lands by the Company or by the Two Companies or by the Joint Companies (as the case may be) shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements &c.

70. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company or to the Two Companies or to the Joint Companies (as the case may be) any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for any of the purposes of this Act to be executed by them respectively in over or affecting any such

A.D. 1905.

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

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

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

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the first part of the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties" :

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

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder

without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

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

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

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner

A.D. 1905.

all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

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

The provisions of this section shall apply and extend to the Joint Companies as if the Joint Companies and the second part of the said schedule had been referred to therein instead of the Company and the first part of the said schedule.

Power to acquire easements for constructing tunnel on railways &c.

72. And whereas Deviation No. 2 and the widening alteration and improvement of the South Wales Railway of the Company by this Act authorised are shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties referred to in the Second Schedule to this Act at a depth of forty feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire an easement or right of constructing and using those works through or under those properties without being obliged to purchase the land over such railways or any houses buildings manufactories or premises thereon respectively unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired or used by the Company without material detriment to such properties Provided that nothing in this section contained shall apply to any of the said properties the surface of which is at a less height than forty feet above the crown of the said tunnel as the same shall be constructed Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845

in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel.

Power to make temporary railways &c.

73. The powers conferred upon the Company by the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof as incorporated with this Act shall extend and apply to the lands mentioned or referred to in the Third Schedule to this Act and to the making laying down maintenance and use by the Company upon those lands of such temporary railways tramroads or tramways as the Company may deem necessary or expedient for facilitating the construction of the portions of the works specified in the said schedule and the tunnels shafts and other works connected therewith.

Wye Valley Company amalgamated with Company.

74. The undertaking of the Wye Valley Company (which expression when used in this Act shall be deemed to include the railways works lands buildings plant rolling stock machinery stores property assets and effects powers rights and privileges of or belonging to or enjoyed by the Wye Valley Company but shall not include the branch line to the Abbey Tintern Wire Works and the bridge across the River Wye mentioned in the tenth paragraph of the agreement scheduled to the Wye Valley Railway Amendment Act 1875 and being the Railway No. 2 by that Act authorised which branch line and bridge are in this Act referred to as "the Tintern Wire Works Branch") shall subject to the contracts obligations debts and liabilities chargeable to capital account of that company including land rentcharges if any but excluding the obligations of the Wye Valley Company to work manage or maintain the Tintern Wire Works Branch be amalgamated with and form part of the undertaking of the Company subject nevertheless to the provisions of this Act and such amalgamation shall take effect as on and from the date of amalgamation and as on and from that date the Wye Valley Company shall by virtue of this Act be dissolved except for the purpose of winding up their affairs.

Rates and charges on Wye Valley Railway.

75. After the date of amalgamation the Company shall calculate the maximum rates chargeable in respect of the railways of the Wye Valley Company as if those railways had formed part of the undertaking of the Company at the date of the passing of

A.D. 1905.

the Great Western Railway (Rates and Charges) Order Confirmation Act 1891 and Scale II. of the schedule of maximum rates and charges confirmed by the said Act shall be and continue applicable to the said railways.

As to debts of Wye Valley Company.

76.—(1) The Company shall as soon as may be after the date of amalgamation pay to the Wye Valley Company the sum of six hundred pounds.

(2) Out of the said sum of six hundred pounds the Wye Valley Company shall pay to the Commissioners of Woods on behalf of the King's most Excellent Majesty the owner of the Tintern Estate the sum of three hundred pounds in discharge of the liability of the Wye Valley Company to work manage and maintain the Tintern Wire Works Branch and any interest which the Wye Valley Company may have in the said branch shall thereupon merge in the freehold of His Majesty.

(3) The Wye Valley Company shall apply the remainder of the said sum of six hundred pounds in discharging their debts and liabilities:

Provided that before commencing to so apply the same the Wye Valley Company shall publish notice of their intention to do so in the London Gazette and such notice shall state a date within which claims are to be sent in and on and after the date so named the Wye Valley Company shall distribute the said remainder of the said sum of six hundred pounds amongst the persons whose claims have been so sent in and shall be relieved of all liability in respect of any other duties or liabilities.

(4) As on the date of amalgamation all liability of the Wye Valley Company to the Company in respect of the sum of thirty thousand pounds or thereabouts advanced by the Company to the Wye Valley Company shall by virtue of this Act be cancelled.

Wye Valley Company to receive revenue and pay debts up to date of amalgamation.

77. The Wye Valley Company shall be entitled to all their revenues up to the date of amalgamation and the Wye Valley Company shall discharge and relieve the Company of all their contracts obligations debts and liabilities not chargeable to capital account which shall have accrued up to the date of amalgamation.

Debenture stock of Wye Valley Com-

78. As on and from the date of amalgamation every holder of five per centum debenture stock of the Wye Valley Company

shall in lieu of and in exchange for the stock held by him become and be the holder of a like amount of Great Western Railway four and a half per centum debenture stock bearing interest from the date of amalgamation.

pany to be exchanged for debenture stock of Company.

79. As on and from the date of amalgamation the several holders of the preference stock in the capital of the Wye Valley Company shall in lieu of and in exchange for the stock held by them respectively be paid the sum of twelve pounds ten shillings in respect of each one hundred pounds of the said stock so held by them and a like proportion in respect of any sum less than one hundred pounds held by them respectively.

Preference stock of Wye Valley Company to be paid for in cash.

80. As on and from the date of amalgamation the several holders of the ordinary shares in the capital of the Wye Valley Company shall in lieu of and in exchange for the shares held by them respectively be paid the sum of ten shillings in respect of each share so held by them respectively.

Ordinary shares of Wye Valley Company to be paid for in cash.

81. All stock issued to any holders of any debenture stock of the Wye Valley Company under the provisions of this Act shall be held subject to the same trusts and obligations as those upon or to which the debenture stock of the Wye Valley Company in respect of which such stock is substituted was immediately before the date of amalgamation held or subject and so as to give effect to and not revoke any deed or other instrument or any testamentary disposition of or affecting any such debenture stock of the Wye Valley Company and every deed or other instrument or testamentary disposition of or affecting such debenture stock shall take effect with reference to the whole or a proportionate part of the stock so substituted therefor as the case may be.

Substituted stock to be held on same trusts as stock &c. for which it is substituted.

82. All unexercised powers of raising money conferred upon the Wye Valley Company by any Act of Parliament are subject to the provisions of this Act hereby cancelled.

Capital powers of Wye Valley Company repealed.

83. When and so soon as the receiver of the Wye Valley Company shall have distributed the amount payable by that company in respect of the half year's interest on the debenture stock of the Wye Valley Company for the half-year ending the thirtieth day of June one thousand nine hundred and five the said receiver shall by virtue of this Act be released and discharged and the receivership shall cease and determine.

Discharge of receiver of Wye Valley Company.

A.D. 1905.

As to capital of Company.

84. On and after the date of amalgamation the debenture stock of the Company shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of this Act relating to the Wye Valley Company Provided always that such additions to the Great Western Railway four and a half per centum debenture stock under the authority or for the purposes of this Act shall be deemed to be part of and shall rank pari passu with the other like stock of the Company.

Certificates of shares of Wye Valley Company to be exchanged.

85. On and after the date of amalgamation every holder of shares stock or debenture stock of the Wye Valley Company in exchange for which any debenture stock of the Company is to be issued or any money is to be paid under this Act shall upon the delivery of the certificates for the same to the Company be entitled to receive and shall receive instead thereof from the Company certificates of the debenture stock of the Company or the sum in cash (as the case may be) to which such holder is entitled under the provisions of this Act and the certificates with respect to the shares stock or debenture stock of the Wye Valley Company shall upon such exchange be cancelled.

Trustee shareholders of Wye Valley Company to accept substituted stock or cash.

86. Trustees executors and administrators being holders of any shares stock or debenture stock of the Wye Valley Company may and shall accept the stock of the Company to be issued or the sum in cash to be paid under the provisions of this Act to the several holders of the shares stock and debenture stock of the Wye Valley Company in substitution for such shares stock or debenture stock and may and shall hold and dispose of or otherwise deal with the same in all respects as they might have held disposed of or otherwise dealt with the shares stock or debenture stock for which such stock of the Company or cash was substituted.

Vesting in Company undertaking of Lambourn Company.

87. As from the date of vesting the undertaking of the Lambourn Company (which expression when used in this Act shall be deemed to include all the railways works lands buildings plant rolling stock machinery stores property assets and effects powers rights and privileges of or belonging to or enjoyed by the Lambourn Company) shall by virtue of this Act be transferred to and vested in the Company.

As from the date of vesting the Lambourn Company shall be dissolved except for the purpose of winding up their affairs

as provided by this Act and of otherwise carrying into effect the provisions of this Act and all the unexercised powers of the Lambourn Company of raising capital by the creation and issue of shares and of raising money by mortgages and debenture stock are hereby extinguished.

The vesting shall be deemed to be an amalgamation of the undertaking of the Lambourn Company with the undertaking of the Company within the meaning of Part V. (relating to amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly subject as between the Company on the one hand and the Lambourn Company on the other hand to the provisions herein contained.

After the date of vesting the Company shall calculate the maximum rates chargeable in respect of the railways of the Lambourn Company as if those railways had formed part of the undertaking of the Company at the date of the passing of the Great Western Railway (Rates and Charges) Order Confirmation Act 1891 and Scale II. of Part I. of the schedule of maximum rates and charges confirmed by the said Act shall be and continue applicable to the said railways.

Consideration for transfer.

88. The consideration for the said transfer shall be—

(*a*) The payment by the Company to the holders of the debenture stock of the Lambourn Company of the sum of thirty-six thousand nine hundred and eighty pounds to be distributed amongst the said holders as provided by this Act which payment shall cover and be in discharge of all arrears of interest on such debenture stock:

(*b*) The payment by the Company to the liquidator or liquidators to be appointed in the winding up of the Lambourn Company as hereinafter provided of the sum of thirteen thousand and twenty pounds to be applied in manner provided by this Act.

Lambourn Company to be wound up.

89. As on and from the date of vesting the Company shall hold the undertaking of the Lambourn Company freed and discharged from all debts liabilities obligations and engagements of the Lambourn Company and from all claims or demands whatsoever on the part of any of the creditors of the Lambourn Company or of any other person or persons in respect of any

A.D. 1905.

debt or liability of the Lambourn Company or of the holders of any of the stock or shares in the Lambourn Company except as provided in this Act and thereupon the Lambourn Company shall subject to the provisions of this Act be wound up in the same manner and with the same incidents as if that company were a company registered under the Companies Acts 1862 to 1897 and had on the day of the passing of this Act duly passed a special resolution requiring the said company to be wound up voluntarily and for the purposes of such winding up the Lambourn Company shall from and after the passing of this Act be deemed to be registered in England under the said Acts and for the purposes of calling and holding meetings and passing resolutions and other matters incident to such winding up resolutions of meetings of the Lambourn Company convened and held in pursuance of and in accordance with the provisions contained in the Acts of Parliament of the Lambourn Company and the Acts incorporated therewith may and shall take effect as resolutions of a company duly registered And the Company shall within fourteen days after the appointment of the liquidator or liquidators in such winding up of the Lambourn Company (in this Act called "the liquidator") pay to the liquidator the said sum of thirteen thousand and twenty pounds and in the meantime shall hold the said sum in trust for the liquidator The said sum shall be applied by the liquidator to the purposes and in the manner prescribed by this Act:

Provided always that notwithstanding anything contained in the Companies Acts 1862 to 1893 the liquidator shall be some person to be agreed upon between the directors of the Company and the directors of the Lambourn Company or failing such agreement some person to be appointed in manner provided by the said Acts.

Payments to debenture stock holders of Lambourn Company.

90. The sum of thirty-six thousand nine hundred and eighty pounds to be paid by the Company to the holders of debenture stock of the Lambourn Company shall be distributed rateably amongst the holders of the said stock in proportion to the amount of such stock held by them respectively.

Application of assets of Lambourn Company by liquidator.

91. The liquidator shall apply the said sum of thirteen thousand and twenty pounds and the other assets of the Lambourn Company as follows:—

First In payment of the costs and expenses of and incidental to the winding up of the Lambourn Company and of all

debts and liabilities of that company not exceeding in the whole the sum of five thousand pounds:

Secondly In payment to each holder of preference stock of the Lambourn Company of a sum equal to one tenth part of the nominal amount of the said stock held by him:

Thirdly In payment to each holder of fully-paid up ordinary shares of the Lambourn Company of the sum of ten shillings in respect of each such share held by him.

Company not to be liable to claims against Lambourn Company.

92. From and after the payment by the Company to the holders of debenture stock of the Lambourn Company and to the liquidator of the said sums of thirty-six thousand nine hundred and eighty pounds and thirteen thousand and twenty pounds respectively the Company shall not nor shall their undertaking (including therein the undertaking of the Lambourn Company) be or continue in any way subject or liable to any claims or demands whatsoever on the part of any creditor of the Lambourn Company or of any other person or persons in respect of any debts contracts or liabilities of the Lambourn Company or of any of the proprietors of any stock or shares in that company other than and except claims or liens upon lands for unpaid purchase-money or charges on any of the lands of the Lambourn Company.

Shareholders of Lambourn Company not to be shareholders of Company.

93. Notwithstanding the vesting and notwithstanding anything contained in section 55 of the Railways Clauses Act 1863 the shareholders of the Lambourn Company shall not be shareholders of the Company or have any right or claim whatsoever upon or against the Company or the undertaking of the Lambourn Company.

Certificates of shares &c. to be exchanged.

94. On and after the date of vesting every holder of shares stock or debenture stock of the Lambourn Company in exchange for which any money is to be paid under this Act shall upon the delivery of the certificates for the same to the Company or the liquidator of the Lambourn Company (as the case may be) be entitled to receive and shall receive instead thereof from the Company or the liquidator of the Lambourn Company (as the case may be) the sum in cash to which such holder is entitled under the provisions of this Act and the certificates with respect to the shares stock or debenture stock of the Lambourn Company shall upon such exchange be cancelled.

A.D. 1905.

Provision as to lost certificates.

95. If the certificates for any shares stock or debenture stock of the Wye Valley Company or the Lambourn Company (as the case may be) be lost or destroyed then upon proof thereof and upon an indemnity being given against any claim in respect of such lost or destroyed certificates to the satisfaction of the directors of the Company or the liquidator of the Lambourn Company (as the case may be) the Company or the said liquidator shall deliver or pay to the person entitled to such certificates a certificate for the stock of the Company or the sum in cash to which he would be entitled under this Act as if such first-mentioned certificates had been delivered by him as hereinbefore provided.

Trustee shareholders of Lambourn Company to accept cash.

96. Trustees executors and administrators being holders of any shares or debenture stock of the Lambourn Company may and shall accept the sum in cash to be paid under the provisions of this Act to the several holders of the shares and debenture stock of the Lambourn Company in substitution for such shares or debenture stock and may and shall hold and dispose of or otherwise deal with the same in all respects as they might have held disposed of or otherwise dealt with the shares or debenture stock for which such cash was substituted.

As to officers of Wye Valley and Lambourn Companies.

97. Notwithstanding the amalgamation of the Wye Valley Company and the vesting of the Lambourn Company the secretary or other officers (if any) of those companies respectively shall not be or become officers of the Company but the Wye Valley Company and the Lambourn Company respectively shall discharge all obligations which may be due to such secretary and officers respectively or any of them.

Saving for Postmaster-General.

98. Nothing in this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Lambourn Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Lambourn Company is transferred to and vested in the Company as freely and fully in all respects as he was entitled to do before the passing of this Act.

Agreements with Postmaster-General.

99. The Company and the Postmaster-General may enter into and carry into effect agreements with respect to an exchange of lands near High Street Station in the borough of Newport.

Power to raise additional capital.

100. The Company by the order of any general meeting of the Company may create and issue new shares or stock for such additional capital as they shall think necessary not exceeding seven hundred and fifty thousand pounds exclusive of the other capital and other moneys which they are or may be authorised to create and issue or raise by this or any other Act or Acts of Parliament and the Company may create and issue such new shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

As to disposal of new shares or stock.

101. Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may in issuing any portion of the additional capital by this Act authorised dispose of all or any of the shares or stock representing the same at such time 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.

102. If the Company after having created any new shares or stock under the provisions of this Act or any other Act or Acts of Parliament relating to the Company or to any company amalgamated therewith determine not to issue the whole of the shares or stock created they may cancel the unissued shares or stock and may from time to time thereafter create and issue instead thereof other new shares or stock of an aggregate amount not exceeding the aggregate amount of the shares or stock so cancelled and in like manner the Company may create and issue new shares or stock in lieu of any new shares or stock which may have been issued and redeemed or in lieu of any certificate entitling the holder to be registered in respect of shares or stock.

Shares not to be issued until one-fifth part thereof shall have been paid up.

103. The Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

A.D. 1905.

Except as otherwise provided new shares or stock to be subject to same incidents as other shares or stock.

104. Except as by or under the powers of this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be entitled and subject to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company and the new shares or stock were shares or stock in that capital The capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on new shares or stock.

105. Every person who becomes entitled to new shares or stock of the Company under this Act shall in respect of the same be a holder of shares or stock in the Company and shall subject to the conditions on which the same may be issued 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.

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

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

New shares or stock raised under this Act and any other Act of past or present sessions may be of same class.

107. Subject to the provisions of any Acts already passed by which the Company are authorised to create new shares or stock not already issued and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to create and issue capital by new shares and stock the Company may if they think fit create and issue new shares or stock of one and the same class for all or any part of the aggregate capital which they are by such other Acts and this Act respectively authorised to create and issue by the creation and issue of new shares or stock.

Power to borrow.

108. The Company may in respect of the additional capital of seven hundred and fifty thousand pounds which they are by this Act authorised to create and issue borrow on mortgage of their undertaking any sum not exceeding in the whole two hundred and fifty thousand pounds but no part thereof shall be borrowed until shares for so much of the said capital as is to be created by means of shares are issued and

accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of that capital have been issued and accepted and that one half of that capital has been paid up and that not less than one fifth part of the amount of each separate share in that capital has been paid on account thereof before or at the time of the issue or acceptance thereof or until stock for one half of so much of the said additional capital as is to be created by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Company may issue debenture stock.

109. The Company may subject to the provisions of Part III. of the Companies Clauses Act 1863 create and issue debenture stock of a nominal amount equal to the amount of the moneys which they are by this Act authorised to borrow but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Mortgages already granted by Company to have priority.

110. All mortgages or 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 any Act of Parliament purchased by the Company or amalgamated with the undertaking of or vested in the Company shall during the continuance of such mortgages or bonds and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted have priority over all mortgages granted after the passing of this Act by the Company But nothing in this

A.D. 1905.

section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Application of moneys raised by Company.

111. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall unless otherwise provided by this Act be applied only to the purposes of this Act and any other Act of the present session of Parliament to be carried into effect by the Company and to the general purposes of the undertaking of the Company being in every case purposes to which capital is properly applicable.

Power to Company to apply funds to purposes of Act.

112. The Company may apply to all or any of the purposes of this Act to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose or which being so made applicable are not required for the special purpose And the Company may for the purposes of the amalgamation and vesting by this Act authorised and for the general purposes of their undertaking and for the more efficient working of their traffic issue any shares or stocks which under the authority of any Act passed prior to the present session of Parliament the Company may have created or may hereafter create but which are not or may not be required for the special purposes for which such shares or stocks respectively were authorised to be created Provided that all money raised by the issue of such shares or stocks shall be applied only to purposes to which capital is properly applicable.

Power to North Western Company to apply funds to purposes of Act.

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

Power to Metropolitan Company to apply funds to purposes of Act.

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

Interest not to be paid on calls paid up.

115. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent 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.

116. The Company shall not out of any money by this Act authorised to be raised by them 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.

Saving rights of Crown.

117. Nothing in this Act shall affect prejudicially any estate right power privilege or exemption of the King's most Excellent Majesty and in particular nothing herein contained shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose which consent such Commissioners and such Board are hereby respectively authorised to give.

Provision as to general Railway Acts.

118. Nothing in this Act contained shall exempt any Company upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by any such company.

Costs of Act.

119. 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.

A.D. 1905.

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

FIRST PART.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY BE REQUIRED TO BE TAKEN BY THE COMPANY.

Borough District or Parish.	Numbers on deposited Plans.
	RAILWAY (No. 1).
County borough of Reading - -	3 9 35.
	RAILWAY (No. 4).
Rattery - - - - -	10 19 25.
Dartington - - - -	7 8 76 82 102 109 117 122 123 125.
	DEVIATION (No. 1).
Rattery - - - - -	7 9 10.
	DEVIATION (No. 2).
Ipplepen - - - -	49 101.
Abbotskerswell - - - -	1.
	RAILWAY (No. 5).
Roche - - - -	5 6 6A 7.
Lanivet - - - - -	5 53 54 55 57 58 74 75 76.
Lanhydrock - - - -	26 28 29 30 41.
	RAILWAY (No. 6).
Lanhydrock - - - -	28.
Borough of Bodmin - - -	16.
	DEVIATION (No. 3).
Roche - - - - -	63 64 65 68.
	DEVIATION (No. 4).
Roche - - - -	36 37 38 39.
	WIDENING &C. OF RAILWAYS AT NEWPORT.
Saint Woollos - - - -	6 7 8.
County borough of Newport - -	13 13A 14 15 19 76.

Borough District or Parish.	Numbers on deposited Plans.
Reconstruction &c. of Golborne Road Bridge.	
Metropolitan borough of Paddington	5 10.
Reconstruction &c. of Lord Hill's Bridge.	
Metropolitan borough of Paddington	9.
Alteration of Levels of Westbourne Bridge.	
Metropolitan borough of Paddington	8.
Diversion of Roads and Lands at Gulval.	
Gulval	17.
Lands in the Parish of Winchcomb.	
Winchcomb	3.
Lands at Pill Station.	
Easton-in-Gordano	1 2 3 4.
Lands between Marazion and Saint Erth Stations.	
Ludgvan	17 18 21 22 24.
Lands adjoining Musgrave Road.	
City and county borough of Birmingham	24.
Lands between Olton Station and Warwick and Birmingham Canal.	
Solihull	2.
Lands adjoining the Shrewsbury and Chester Railway.	
Borough of Shrewsbury	4.
Lands in the Parish of Undy.	
Undy	1 3 4 5 6.

Second Part.

Describing Properties whereof Portions only may be required to be taken by the Joint Companies.

Borough District or Parish.	Numbers on deposited Plans.
Joint Lands at Hammersmith Station.	
Metropolitan borough of Hammersmith	1 2 3 4 5 8 9 10.

A.D. 1905.

SECOND SCHEDULE.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS ONLY MAY BE TAKEN.

Parish or other Area.	Numbers on deposited Plans.
	DEVIATION (No. 2).
Ipplepen - -	40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 70A.
	WIDENING &C. OF RAILWAYS AT NEWPORT.
County borough of Newport.	11 12 13 13A 13B 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 45A 46 47 48 49 50 51 52 53 54 55 56 57 58 60 61 62 63 64 65 66 67 68.

THIRD SCHEDULE.

PROPERTIES UPON WHICH TEMPORARY RAILWAYS TRAMROADS AND TRAMWAYS MAY BE CONSTRUCTED.

Portion of Railway in respect of which Powers may be exercised.	Numbers of Properties on deposited Plans.	Parish or other Area in which such Properties are situate.
So much of Deviation No. 2 as is shown on the deposited plans and sections as intended to be constructed in tunnel.	28 29 30 31 31A 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 70A 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96.	Ipplepen.
So much of the widening alteration and improvement of South Wales Railway as is shown on the deposited plans and sections as intended to be constructed in tunnel.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17.	Parish of Saint Woollos in the rural district of Saint Mellons.
	7 8 9 10 11 14 15 16 17 44 46.	County borough of Newport.

FOURTH SCHEDULE.

Statement of Capital of the Wye Valley Company.

£230,000 in ordinary shares of £20 each.
£69,650 preference stock.
£76,600 five per cent. debenture stock.

FIFTH SCHEDULE.

Statement of Capital of the Lambourn Company.

£100,000 in ordinary shares of £10 each.
£30,000 in five per cent. preference shares.
£43,000 four per cent. debenture stock.

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