CHAPTER cxci.

An Act to empower the Great Western Railway Company to make new Railways and Works at Bristol and for other purposes. [6th August 1897.] A.D. 1897.

WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to execute make and maintain the railways and other works at Bristol by this Act authorised:

And whereas plans and sections showing the lines and levels of the railways by this Act authorised to be constructed and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the peace for the counties of Gloucester and Somerset and are herein-after respectively referred to as the deposited plans sections and book of reference:

And whereas the corporation are promoting a Bill (in this Act referred to as "the Corporation Bill") in the present session of Parliament whereby it is proposed to sanction the construction of (inter alia) certain works therein referred to as works (A) (B) (C) (G) (H) (I) (J) and (M) which are respectively similar to and would serve the same purposes as the works in this Act described under the same respective letters and it is expedient that provision should be made as contained in this Act with reference to the construction maintenance and use of and otherwise in relation to the said works and that the Company and the corporation should be empowered to enter into and carry into effect agreements as provided by this Act:

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

[*Price* 3*s*. 6*d*.]

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

Short title.

1. This Act may be cited for all purposes as the Great Western Railway (Bristol Lines) Act 1897.

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) of the Railways Clauses Act 1863:

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of shares into stock; and

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

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

Interpretation.

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

The expression "the railways" means the new railways by this Act authorised:

The expression "the corporation" means the mayor aldermen and burgesses of the city of Bristol whether acting under the provisions of the Municipal Corporations Acts or in the execution of the Acts relating to the port and harbour of Bristol:

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

Power to make railways and works.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works herein-after described with all necessary stations sidings approaches roads walls jetties landing places dolphins moorings staiths sheds buildings engines machinery cranes lifts drops tips works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for those purposes The railways herein-before referred to and authorised by this Act are situate in the counties of Gloucester and Somerset and are—

Three railways to be called the Bristol Harbour Extension Railways (that is to say):—

(A) Railway (No. 1) (being the railways described on the deposited plans and sections as Railway No. 1 and Railway No. 2) 1 mile 1 furlong and 7 chains or thereabouts in length commencing by a junction with the Company's Bristol Harbour Railway crossing the River Avon by means of the swing bridge herein-after described and terminating by a junction with the Company's Bristol and Portishead Railway:

(B) Railway (No. 3) 2 furlongs and 9 chains or thereabouts in length commencing by a junction with Railway No. 1 and terminating on the southern side of Brunel's Entrance Lock at a point on the southern side of the Southern Entrance Lock to Cumberland Basin:

(C) Railway (No. 4) 3 furlongs and 1 chain in length commencing by a junction with Railway No. 1 and terminating on the bank of the River Avon:

(G) A swing or opening bridge across the River Avon commencing at the northern bank thereof at a point about 6 chains south-west of the south-east corner of the transit shed known as the Cork Shed and terminating on the southern bank of the River Avon at a point 5 chains or thereabouts north-east of the footbridge over Colliters Brook together with all proper convenient or necessary

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hydraulic or other machinery apparatus and appliances for working such bridge:

(H) A road commencing by a junction with Coronation Road at a point about 8 chains measured along that road south-west from the lane leading thereout to Vauxhall Ferry crossing the River Avon on the swing-bridge by this Act authorised and terminating at a point about one chain south-east of the south-eastern corner of the said transit shed:

(I) A road commencing by a junction with the lastly described road at a point south-west of the south-eastern corner of the said transit shed and terminating by a junction with Avon Crescent Road at a point therein about 8 chains measured along that road in a north-westerly direction from the entrance to Underfall Yard:

(J) An opening footbridge across the River Avon commencing at a point in Coronation Road about 7 yards east of the said lane leading to Vauxhall Ferry and terminating at a point in Cumberland Road about 5 chains east of the entrance to Underfall Yard:

(M) A wharf or quay abutting on the River Avon at the termination of Railway No. 4 and extending about 40 yards north-west and about 40 yards south-east of the point of termination of that railway:

Four railways to be called the Canon's Marsh Railways (that is to say):—

A Railway (No. 5) 1 mile and 7·32 chains in length commencing by a junction with Railway No. 1 and terminating on the west side of the road known as Canon's Marsh at or near the George Hotel:

A Railway (No. 6) 1 furlong and 4·12 chains in length commencing by a junction with Railway No. 5 and terminating on or near the north-western bank of the floating harbour at the southern boundary of the property of the corporation at Canon's Marsh:

A Railway (No. 7) 1 furlong and 8·57 chains in length commencing by a junction with Railway No. 6 and terminating on or near the northern bank of the floating harbour at or near the south-east corner of the Bristol Gasworks at Canon's Marsh:

A Railway (No. 8) 1 furlong and 4·85 chains in length commencing by a junction with Railway No. 6 and terminating on the east side of the road known as the Butts.

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Rates and charges.

5. Subject to the provisions of the section of this Act of which the marginal note is "Arrangements with corporation as to Bristol "Harbour Extension Railways and other works" the railways 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 railways Provided always that as respects passenger traffic and parcels by passenger train the tolls fares rates and charges to be demanded and recovered shall not exceed the tolls fares rates and charges prescribed by the Great Western Railway Amendment and Extensions Act 1847.

The Company may in respect of the wharf by this Act authorised in addition to any other sums which they are by this or any other Act authorised to demand charge—

For the shipment by the Company of coal coke or culm by means of drops tips or staiths shipping machines or appliances or other machinery works or conveniences any sum not exceeding threepence per ton;

For the weighing by the Company of coal coke or culm including the use of the weighing machines any sum not exceeding one halfpenny per ton;

For the use in other cases of staiths drops tips shipping machines or appliances or other like machinery works or conveniences such reasonable rates as the Company from time to time determine;

For the use of steam hydraulic and other cranes erected under the provisions of this Act and for the use of any tramways machinery and appliances provided by them at the wharf by this Act authorised other than steam hydraulic or other cranes such reasonable rates as they from time to time appoint:

And the Company may from time to time confer exemptions from such portion as they think fit of any charges in respect of the said wharf under this section Provided that every such exemption shall be made equally to all persons in respect of all vessels falling within the same class or description carrying the same description of cargo and in the like circumstances.

The Company shall at all times convey on or over the Railways Nos. 5 6 7 and 8 all traffic to or from stations which can be reached by the Company at the same charge as they convey for the time being the like traffic under the like circumstances to or from the Company's Bristol Harbour Railway.

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Power to cross certain roads on the level.

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

No. on Deposited Plans.	Parish.	Description of Road.
	Railway No. 5.	
8	Clifton (North Bristol) - -	Public.
50	Clifton (North Bristol) - -	Public.
76	Clifton (North Bristol) - -	Public.
19	Saint Augustine - - -	Public.
	Railway No. 6.	
16	Saint Augustine - - -	Public.

Power to divert roads as shown on deposited plans.

7. The Company may subject to the provisions of this Act divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road but the Company shall not be required to make the following road numbered 3 in the parish of Clifton (North Bristol) of a greater width than 8 feet:—

Railway.	Parish.	No. of Road on Deposited Plans.
1	Bedminster (South Bristol) -	11
1	Bedminster (South Bristol) -	43
1	Clifton (North Bristol) - -	3
5	Saint Augustine - - -	19
7	Saint Augustine - - -	2 3 4 5 and 6

And when and so soon as each of the said roads is so stopped up all rights of way over the same shall cease 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 road stopped up as far as the same is bounded on both sides by lands of the Company.

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

8. 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 by a bridge or bridges or the immediate approaches thereto except so far as the level of such road highway or approaches is permanently altered.

Arrangements with corporation as to Bristol Harbour Extension Railways and other works.

9. The following provisions with respect to the construction maintenance and use of the works in this section mentioned shall subject to the provisions of this Act have effect (that is to say):—

(1) In this section "the plan" means a plan signed in duplicate by John Martin McCurrich on behalf of the corporation and by James Charles Inglis on behalf of the Company which shall be deposited as to one copy with the town clerk of Bristol and as to the other copy at the principal office of the Company:

"Work A." "Work B" "Work C" "Work G" "Work H" "Work I" "Work J" and "Work M" mean respectively the works described in this Act under the letters A B C G H I J and M or the works so referred to in the Corporation Bill or the Corporation Act herein-after mentioned as the context may require:

(2) The Company shall construct and maintain all that portion of Work A which is not formed on the opening bridge in accordance with the plan:

(3) The corporation shall grant to the Company free of cost such a perpetual and exclusive easement in and over so much of the land (including the towpath by the side of Cumberland Road) belonging to or under the control of the corporation as is necessary for the construction of the said portion of Work A but except as aforesaid all lands required for such construction shall be provided and acquired by and at the cost of the Company:

(4) The powers by this Act conferred upon the Company with respect to the swing bridge (Work G) shall not be exercised by the Company unless the corporation fail for any reason to obtain in the present session of Parliament powers for or having obtained such powers fail for a period of six months thereafter to commence the construction of the Work G:

(5) In the event of the corporation so failing the corporation shall at their own cost provide or shall repay to the Company

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the cost of providing the necessary land for constructing Work G in accordance with the plan and the provisions of this section and the Company may notwithstanding anything contained in this Act or in the Act (if any) conferring such powers on the corporation (herein-after called "the Corporation Act") construct the Work G as a railway bridge only but before commencing the construction of the said work as a railway bridge only the Company shall give to the corporation three months' notice in writing of their intention so to construct the same and if within that period the corporation give notice to the Company of their desire to have Work G constructed as a road bridge also the Company shall so construct the same accordingly and in that case shall be entitled upon completion of Work G to recover from the corporation the amount by which the cost of Work G shall exceed the sum of 18,000*l.*:

(6) On the completion of the opening bridge (Work G) the same shall vest in and be the property of the corporation and they shall maintain the whole structure thereof and the said public road and footways (if any) thereover but the Company shall maintain the permanent way of the railway thereover and the rails and junctions thereon and shall have a perpetual and exclusive right of user of the said rails and junctions as part of Work A and the Company shall annually pay to the corporation on demand a moiety of the annual cost of the maintenance of the structure of the said bridge other than the road and footway over the same:

(7) In case of accident to the structure of the said opening bridge causing any interruption to the traffic of Work A thereover and necessitating immediate repair the Company may execute such repairs as may be necessary to restore such structure and the reasonable cost of such repairs shall be borne and paid by the Company and the corporation in equal moieties but without prejudice to any question as to the cause of such accident or the liability for or in relation thereto:

(8) The Company shall erect and maintain an efficient fence for the fencing off Work A from Cumberland Road and the corporation shall repay to the Company one moiety of the cost of such erection:

(9) The Company shall reinstate any portion of Cumberland Road which may be interfered with by the execution of any of the works to as good condition as before it was so interfered with and shall widen the said road to the eastward of Gas Ferry Road in accordance with the plan:

(10) The corporation shall construct in accordance with the plan a towpath in substitution for so much of the towpath as may be interfered with by the construction of Work A with proper fences on either side thereof and shall maintain the whole of the towpath and fences between the river and the said railway :

(11) In order to give access from Cumberland Road to the towpath the corporation may construct two footbridges over Work A at such places and according to such plans as may be agreed upon or failing agreement as may be settled by arbitration :

(12) In the event of the River Avon or any part of it below the bridge known as "Bath Road Bridge" being converted into a floating dock and the corporation desiring in order to provide quay or shed accommodation alongside of such river to use any of the land over which they shall have granted an easement to the Company for the construction of Work A and on which that railway shall have been constructed then and in such case if the corporation shall at their own expense on land to the north of Work A have constructed between the junction of Work A with the Bristol Harbour Railway of the Company (herein-after called "the harbour railway") and the opening bridge a new railway having the same length of double line between those points as Work A then has and shall grant to the Company a perpetual and exclusive easement in and over the land forming the site of the said new railway the corporation may by notice in writing in that behalf require the Company to abandon so much of Work A as lies between the said points and to substitute the said new railway therefor and to release to the corporation any easement granted by them to the Company in and over the said land for Work A :

In the event of the Corporation exercising the option hereby reserved to them they shall upon receipt of notice from the Company to that effect grant at the cost of the Company an easement over such additional quantity of land as may be necessary to enable the substituted line to be constructed throughout as a double line the Company paying to the corporation such sum as may be agreed for such additional easement any difference as to the sum to be paid for such last-mentioned easement to be determined by arbitration The Company shall also bear the extra cost of the construction of the substituted line as a double line where but for this provision it would be constructed as a single line and thereupon the substituted line shall be constructed throughout as a double line :

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(13) The corporation may at their own cost provide access (by level crossings or otherwise at the option of the corporation) for vehicular and passenger traffic across the said new railway to the river so converted at such points as may be agreed on between the corporation and the Company or as in default of agreement shall be settled by arbitration:

(14) The Company shall not work engines on the said new railway at a higher rate of speed than four miles an hour:

(15) In the event of the corporation obtaining Parliamentary powers during the present session to construct Works B C H I J and M (which works are herein-after referred to collectively as "the harbour extension works") then notwithstanding anything contained in this Act the Company shall not commence the construction of any part of the harbour extension works or exercise any of the powers by this Act conferred upon them in relation thereto unless at the expiration of a period of twelve months from the passing of the Corporation Act the corporation shall have failed to commence and make substantial progress with the construction of the harbour extension works:

(16) In the event of the corporation obtaining Parliamentary powers as aforesaid they shall provide the land for and shall construct and maintain Work B with all necessary signals and conveniences incident thereto and to its junction with Work A The working and management of such signals and conveniences shall be under the exclusive control of the Company and a moiety of the expense of such working and management shall at the end of every half year be paid by the corporation to the Company:

(17) The corporation may if they think fit construct Work C and in such case shall construct and maintain at its junction with Work A all necessary signals and conveniences incident to that junction The working and management of the said signals and conveniences shall be under the exclusive control of the Company and the expense of such working and management shall at the end of every half year be paid by the corporation to the Company:

(18) The Corporation shall construct and maintain all such storing and shunting sidings in connexion with Work B as shall be necessary or convenient for accommodating and facilitating cattle coal and other traffic and also the like storing and shunting sidings in connexion with Work C if constructed by the Corporation:

(19) If at the expiration of a period of twelve months from the passing of the Corporation Act the corporation shall have failed to commence and make substantial progress with the construction of all or any of the harbour extension works then and in such case the Company may in so far as they think fit or as may be agreed between the corporation and the Company exercise the powers by this Act conferred on them in relation to the works in respect of which the corporation shall have failed as aforesaid and notwithstanding anything in this Act or in the Corporation Act contained:

(20) Any costs or expenses incurred by the Company in carrying out all or any of the harbour extension works as provided by the last preceding subsection shall be repaid to the Company by the corporation on demand and in default shall be recoverable by the Company from the corporation in any court of competent jurisdiction:

(21) The Company shall at all times bring down and take away as may be necessary empty trucks and convey on or over Work A and the harbour railway and over any railway constructed upon any wharves constructed by the corporation under the powers of the Corporation Act to or from any vessels lying thereat or to or from any stacking yard constructed by the corporation under the Corporation Act or any other premises contiguous thereto and connected therewith all merchandise and live stock of every description to or from stations which can be reached by the Company at the same charge (exclusive of any charge made by the corporation for the use of any railway to be constructed by the corporationas herein provided) as they for the time being convey the like traffic under the like circumstances to or from the harbour railway:

(22) The Company shall upon the completion of the works to be constructed under this section collect wood traffic from the north side of the floating harbour and convey it to the destination to which it may be consigned on lines owned by or leased to or in connexion with the Great Western Railway at a charge not exceeding by sixpence per ton the sum charged by them for the conveyance of wood traffic from the aforesaid stacking yard:

(23) The Company shall be at liberty to run over and use with their engines waggons officers and servants any of the railways made by the corporation under the powers of this Act or the Corporation Act including those connecting the wharf with

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the harbour railway free of charge by the corporation and shall convey on or over Work A all traffic consigned to or from the wharves and premises or any of them served by the railways constructed by the corporation from or to all stations which cannot be reached by the Company at rates to be fixed by the Railway and Canal Commission or any three of the commissioners in case of difference:

(24) The Company shall at all times convey on or over Work A all traffic consigned to or from the wharves and premises or any of them served by the railways made by the corporation to or from stations which can be reached by the Company at the same charge as they convey for the time being the like traffic under the like circumstances to or from the harbour railway and in like manner convey on to any storage sidings provided by the corporation all coal mineral and other traffic intended for shipment at the docks of the corporation or at the intended coal tip on the wharf (Work M) and remove all empty waggons from those sidings at the same charge as they for the time being convey or remove (as the case may be) similar traffic on to or from the sidings of the harbour railway Provided always that none of the provisions in this subsection contained shall impose upon the Company any obligation to work traffic over rails laid on a curve having less than a five-chain radius:

(25) The corporation shall work all coal mineral and other traffic including empty waggons between the said storage sidings and the tip and over all lines constructed by them in accordance with the provisions of this section the rails on which are laid on a curve having less than a five-chain radius and the corporation shall collect from the traders direct any charges payable by them for services rendered to them by the corporation and pay to the Company for any services rendered by the Company in the working of any traffic (other than coal or mineral traffic to the said storage sidings) over the railways to the said coal tip and to the Irish cattle pens twenty-five per cent. of any charges the corporation may make for the use of those respective railways in respect of such traffic and the corporation may make and collect reasonable charges for such use:

(26) The Company may make and collect a reasonable local charge for the conveyance by them of all traffic which may arise and terminate upon any of the railways to be constructed under this Act or the Corporation Act by the corporation and pay to the corporation such proportion of such charges

as may be agreed upon or failing agreement be determined by arbitration:

(27) The Company shall not work engines on Work A at a higher rate of speed than eight miles an hour:

(28) The Company shall pay all rates imposed and leviable by any rating authority in respect of Work A including the part thereof on the opening bridge and the corporation shall pay all such rates if any in respect of that bridge except such portion as forms part of the railway:

(29) The works B and G and the works incidental thereto respectively shall (so far as conveniently may be) be constructed contemporaneously with the construction of Work A:

(30) The harbour extension works or such of them as shall be executed by the corporation shall be so executed in accordance with plans sections and specifications agreed on between the engineer of the corporation and the principal engineer of the Company and to the reasonable satisfaction of such engineers and all lines of rails constructed by the corporation over which the Company are bound or authorised to work traffic shall be maintained to the reasonable satisfaction of the principal engineer of the Company:

(31) The Company shall pay to the corporation the sum of seventeen thousand five hundred pounds in respect of the easement to be acquired by them in and over the land belonging to the corporation required for the construction of the railway and in respect of the works to be executed by the corporation in accordance with the provisions of this section:

(32) If any difference shall arise between the corporation and the Company or their respective engineers touching the meaning of this section or anything to be done or not to be done or any money to be paid thereunder such difference shall unless otherwise in this section expressly provided be settled by arbitration according to the provisions of the Railway Companies Arbitration Act 1859 as if the corporation were and for the purposes of any such arbitration they shall be deemed to be a railway company.

With respect to the swing bridge over River Avon.

10. With respect to the swing bridge across the River Avon (Work G) by this Act authorised the following provisions shall have effect (that is to say):—

(1) The said bridge shall be an opening bridge of a span of not less than eighty-five feet on the square:

(2) The motive power for opening and closing the bridge shall be provided by and at the cost of the corporation and shall

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be worked by them and at their cost but in conformity with the regulations in this section The moiety of the net cost of such working including the wages of the men employed in relation to such working shall be repaid to the corporation by the Company :

(3) The bridge shall be kept closed across the said river except at such times as it shall be necessary to open the same for the passage of vessels but a vessel requiring to pass through the swing bridge shall not be detained for any longer time than shall be sufficient to allow any engines carriages and trucks approaching the bridge to cross the same and to allow of the opening of the bridge thereafter and subject as aforesaid the corporation shall control the opening and closing of the bridge subject to such reasonable regulations as shall be from time to time agreed on between the corporation and the Company or in case of difference shall be settled by the Board of Trade Provided that no such regulation shall have any force or effect until it shall have been approved by the Board of Trade :

(4) Previously to commencing the bridge the corporation or the Company (as the case may be) shall deposit at the office of the Board of Trade plans and sections and working drawings thereof for the approval of the said Board such approval to be signified in writing under the hand of one of the secretaries or assistant secretaries of the said Board and the bridge shall be constructed only in accordance with such approval and when the bridge shall have been commenced or constructed below high-water mark it shall not be lawful for the corporation or the Company (as the case may be) at any time to alter or extend the same or to deviate the same vertically without obtaining previously to making any such alteration extension or deviation the like consent or approval and if the bridge shall be commenced or completed or be altered extended deviated or constructed contrary to the provisions of this Act it shall be lawful for the Board of Trade to abate alter and remove the same and to restore the site thereof to its former condition at the cost and charge of the corporation or the Company (as the case may be) by whom such construction alteration extension or deviation shall have been made and the amount thereof shall be a debt due from the corporation or the Company (as the case may be) to the Crown and be recoverable accordingly with costs of suit :

(5) In the construction of the bridge no deviation shall be made from the continuous centre line of way marked on the said plans sections and working drawings without the previous consent of the Board of Trade to be signified in writing in manner aforesaid and then only in such manner as may be mentioned in such consent:

(6) If at any time or times it shall be deemed expedient by the Board of Trade to order a survey and examination of the bridge below high-water mark or of the intended site thereof the corporation or the Company (as the case may be) shall defray the costs of every such survey and examination and the amount thereof shall be a debt due to Her Majesty from the corporation or the Company (as the case may be) and if not paid upon demand may be recovered as a debt due to the Crown with costs of suit or may be recovered with costs as a penalty is or may be recovered from the corporation or the Company (as the case may be):

(7) During the construction of the bridge and always after its completion the corporation or the Company (as the case may be) shall cause to be hung out or exhibited thereat every night from sunset to sunrise a light or lights to be kept burning by and at the expense of the corporation or the Company (as the case may be) for the navigation and safe guidance of vessels and such light or lights shall be exhibited and the position thereof from time to time altered by the corporation or the Company (as the case may be) in such places and manner and shall be of such description and may be so used as the Board of Trade shall by writing in manner aforesaid require or approve:

(8) The corporation or the Company (as the case may be) shall immediately on the completion of the bridge provide and always thereafter maintain in good repair and working order on the abutments thereof a tide scale in such manner as the Board of Trade shall by writing in manner aforesaid require or approve:

(9) All signalmen signals and appliances employed or used for at or in connexion with the bridge shall be provided by and at the cost of the corporation so far as the bridge is employed or used for navigation purposes or for carriage or foot passenger traffic and of the Company so far as the bridge is employed or used for railway purposes:

(10) The foregoing provisions of this section shall so far as applicable extend and apply mutatis mutandis to the opening footbridge across the River Avon by this Act authorised.

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Arrangements with corporation as to the Canon's Marsh Railways.

11. The following provisions with respect to the construction and maintenance of the Canon's Marsh Railways shall subject to the provisions of this Act have effect (that is to say):—

(1) All works in connexion with the construction of the said railways shall so far as they affect the property and rights of the corporation be carried out in accordance with plans and sections previously reasonably approved of and to the reasonable satisfaction of the docks engineer of the corporation:

(2) The Company shall in the event of the corporation constructing the road described in this Act under the letter I construct and maintain the bridge for carrying the said road over Railway (No. 5) and so much of the embankment for such road as extends for a distance of 15 feet from the face of each abutment (measured perpendicularly to such abutment) and shall maintain such bridge and embankment but not the surface of the road thereon:

(3) The Company shall construct that portion of Railway (No. 5) which crosses the Old Junction Lock and the New Junction Lock with proper crossings over the said railway on suitable gradients on both sides of those locks and an opening bridge over the New Junction Lock according to a design to be reasonably approved by the docks engineer of the corporation with a passage on both sides of the lock for the use of lockmen when the bridge is open and a footway 4 feet wide upon the west side of the bridge and attached thereto for the use of foot passengers and the Company shall maintain the whole structure of the opening bridge including the footway and shall cause to be exhibited every night from sunset to sunrise a light on each side of the opening bridge in such position and in such place and manner as the corporation may from time to time reasonably require or approve:

(4) The motive power for opening and closing the opening bridge shall be provided by and at the cost of the corporation and the bridge shall be worked by them in conformity with the regulations in this section The reasonable cost of such working including the wages of the men employed in relation to such working shall be repaid by the Company to the corporation:

(5) The opening bridge shall be kept closed across the New Junction Lock except at such times as it shall be necessary to open the same for the passage or locking through of vessels but a vessel requiring to pass through the same shall not be detained for any longer time than shall be sufficient to allow any engines carriages and trucks approaching the bridge to cross the same and to allow of the opening of the bridge

thereafter and subject as aforesaid the corporation shall control the opening and closing of the bridge subject to such reasonable regulations as shall be from time to time agreed on between the corporation and the Company or in case of difference shall be settled by the Board of Trade:

(6) All signalmen signals and appliances employed or used for at or in connexion with the opening bridge shall be provided by and at the cost of the Company:

(7) In case of accident to the structure of the opening bridge causing any interruption to the passage of vessels through the New Junction Lock and necessitating immediate repair the corporation may execute such repairs as may be necessary to restore such structure and the reasonable cost of such repairs shall be borne and paid by the Company but without prejudice to any question as to the cause of such accident or the liability for or in relation thereto:

(8) The corporation shall grant to the Company free of cost a perpetual and exclusive easement for the construction and maintenance of Railway (No. 5) as a double line in and over so much of the Underfall Yard the Old Junction Lock the New Junction Lock and Mardyke Wharf belonging to or under the control of the corporation as is necessary for that purpose but except as aforesaid all lands required for such construction shall subject as herein-after mentioned be provided and acquired by and at the cost of the Company The Company shall construct so much of Railway (No. 5) as passes along Mardyke Wharf as far as possible on the same level as the wharf and shall pitch and pave the space between the rails and a space of three feet wide on each side of the rails but the Company where necessary may alter the level of the wharf so as to enable hauling to be more readily carried on across the rails and shall construct bollards on the coping of the quay wall of the wharf and fence the said wharf with posts and chains as may be reasonably required by the corporation and shall maintain such fence and the surface of the wharf for a space of three feet on each side of their rails The corporation shall maintain the quay wall and in the event of any deepening of the floating harbour which may affect the quay wall shall do any underpinning or other work which may be necessary to maintain the wharf in a condition to carry the traffic of the Company and shall be responsible for any failure of such underpinning or other works The Company shall before commencing the construction of so much of Railway (No. 5) as passes along the said wharf satisfy themselves that the quay wall is in a condition to support the wharf and to allow it

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to be used for the construction of a railway and the use thereof for the purposes of their traffic thereon and shall if necessary strengthen it so as to put it in such condition and shall afterwards except as aforesaid be responsible for and make good all damage which shall be occasioned to the wall by the use of the said wharf for the purposes of their traffic upon the railway:

(9) The Company shall be allowed the use of the line of rails on Mardyke Wharf nearest the floating harbour for the purposes of their traffic at all times except between the hours of 9 a.m. and 1 p.m. and between the hours of 2 p.m. and 5 p.m. on any ordinary working day when the corporation desire to use that line of rails for the purpose of loading goods from or into trucks upon such line of rails into or from vessels at the said wharf and of such desire shall have given to the Company reasonable notice beforehand:

(10) The Company shall subject to all necessary provisions for the proper working of their traffic upon so much of Railway (No. 5) as is constructed upon the said wharf and for the supply by the Company of empty trucks for such loading of goods from vessels at the wharf as aforesaid so conduct their traffic upon the said wharf as not to interfere with the hauling over the lines upon the said wharf of carts and other vehicles for the purpose of loading goods from or into such vessels or with the free and convenient use of the said wharf for such purposes:

(11) The Company shall construct and completely finish before Railway (No. 5) is opened for traffic a subway for foot passengers from Hotwell Road to Mardyke Ferry and such subway shall be the property of and maintained by the corporation:

(12) The Company shall construct and maintain a permanent fence of a design to be approved by the engineer of the corporation between Railway (No. 5) and Hotwell Road except along Mardyke Wharf:

(13) The corporation in order to enable the Company to construct Railway (No. 5) shall alter the line of the new road from the Butts to Hotwell Road at its western end and shall convey to the Company so much of the property the corporation have acquired for the construction of the new road as the Company may require for the construction of the railway in consideration of purchase money calculated at the pro rata price at which the corporation acquired such property and of the Company (in addition to such purchase money) paying to the corporation any reasonable additional expense they may be put to in constructing

the road on the altered line as compared with the expense of constructing it on the line originally laid out:

(14) The Company shall erect and maintain proper level crossing gates at the level crossing by Railway (No. 6) of the road numbered on the deposited plans 16 in the parish of Saint Augustine whether such road be continued of its present width or be widened and the corporation shall grant to the Company free of cost a perpetual and exclusive easement for railway purposes in and over so much of the land shown on the deposited plans in the said parish belonging to or under the control of the corporation as is necessary for the construction of Railways Nos. 6 7 and 8:

(15) The Company shall construct and maintain a bridge for the use of foot passengers over Railway (No. 5) where that railway crosses Avon Crescent and shall repay to the corporation the cost of and consequent on any alteration in the level of Cumberland Road at Avon Crescent rendered necessary by the construction of that railway and shall construct and maintain a level crossing over that railway for affording an entrance to Underfall Yard through Nova Scotia Place or should the levels not be suitable for such level crossing the Company shall provide a new entrance to Underfall Yard from Avon Crescent in substitution for the present entrance through Nova Scotia Yard:

(16) The Company shall at their own expense provide in Underfall Yard or adjacent thereto buildings affording store accommodation equivalent to that afforded by any buildings in that yard removed for the construction of Railway (No. 5) and shall compensate the corporation for the removal of any of the dock cottages situate between the Old Junction Lock and the New Junction Lock and which the Company may remove for the construction of that railway so as to enable the corporation to provide elsewhere accommodation equivalent for that afforded by the cottages so removed:

(17) If any difference shall arise between the corporation and the Company or their respective engineers touching the meaning of this section or anything to be done or not to be done or any money to be paid thereunder such difference shall unless otherwise in this section expressly provided be settled by arbitration according to the provisions of the Railway Companies' Arbitration Act 1859 as if the corporation were and for the purposes of any such arbitration they shall be deemed to be a railway company.

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As to land of corporation.

12. Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not take stop up or interfere with (1) so much of the road known as Anchor Lane and numbered on the deposited plans 63 in the parish of Saint Augustine as lies to the east of the western boundary of Messieurs Rowe's premises and (2) the premises numbered on the deposited plans 69 in the said parish being land to the north of Messieurs Rowe's premises.

The powers by this Act conferred upon the Company with respect to Railways Nos. 5 6 7 and 8 are hereby declared to be subject to and shall not be exercised by the Company otherwise than in accordance with the agreement made between the corporation and the Company and set forth in the Second Schedule to this Act.

Confirming agreement between corporation and Company.

13. The agreement bearing date the 27th day of May 1897 and made between the corporation and the Company and set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto.

For protection of Dean and Chapter of Bristol.

14. For the benefit and protection of the Dean and Chapter of Bristol the following provisions shall be observed and carried into effect (that is to say) :—

(*a*) The Company shall not cause or permit to be run any train or locomotive between Lower College Green Avenue and the said road known as "the Butts" or permit the shunting or moving of any trains or carriages or waggons on their railway during the hours of divine service in Bristol Cathedral on Sundays in such manner as to be audible within the cathedral:

(*b*) The Company shall prevent the sounding of the whistle of any of their locomotives between the points mentioned in sub-section (*a*) of this section during the hours of divine service in Bristol Cathedral on Sundays.

For protection of Bristol Waterworks Company.

15. For the protection of the Bristol Waterworks Company (in this section called "the water company") the following provisions shall have effect (that is to say) :—

(1) At least fourteen days before the commencement of any work in pursuance of the powers of this Act which may in any way interfere with or affect or be situate over any main pipe or work of the water company or any private service pipe of any person supplied with water by the water company a plan and section (showing the nature of the work proposed) shall be submitted to the water company together with a description of the mode of executing such work and of protecting such mains pipes or works and if within fourteen days from such submission

the water company disapprove of the said plans sections or particulars or make any further requirements such work shall not be commenced until the plans sections and particulars have been agreed or settled by arbitration Provided that if the water company do not within fourteen days after such submission signify their approval or disapproval thereof or their requirements in relation thereto they shall be deemed to have approved thereof Every such work shall be constructed in accordance with the plan and section and particulars approved agreed or settled as aforesaid and shall (so far as it may interfere with or affect or be situate over such main pipe work or private service pipe or within three feet of such main pipe or work) be executed under the superintendence and to the reasonable satisfaction of and in such manner as shall reasonably be required by the engineer of the water company:

(2) Before the construction of the Railways Nos. 1 and 4 or either of them over or within 12 feet of the main pumping pipe of the water company situate in Ashton Meadows is commenced the Company shall construct and complete to the satisfaction of the engineer of the water company and thereafter maintain and keep in good and proper repair culverts or subways with all necessary manholes or other works for affording access to such culverts or subways over the site of such main pumping pipe Each such culvert or subway shall be of not less internal dimension than 5 feet by 4 feet 6 inches and the plans sections and particulars thereof shall be submitted to the water company three months before the commencement of the respective railway and the water company may and shall have access to such culverts or subways at all times for the purpose of relaying repairing and inspecting the existing and laying relaying repairing and inspecting new or additional mains and pipes therein:

(3) In constructing the bridge for carrying the Cumberland Road over the Railway No. 1 by this Act authorised provision shall be made to the reasonable satisfaction of the engineer of the water company for carrying the mains and pipes of that company in that road or any future mains and pipes which they may reasonably require to lay down therein over such bridge in such manner as to protect the same from frost accident or injury:

(4) Any mains or pipes of the water company which shall be raised diverted sunk or altered shall be relaid at such depth as may be reasonably required by the water company for

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protecting such pipes from frost accident or injury and wherever the railway will be constructed in any street over any mains or pipes of the water company the same shall be laid in split tubes or protective casings or otherwise protected as the engineer of the water company shall direct:

(5) The engineer of the water company shall if the water company so think fit have the exclusive direction and management of and may at the reasonable cost in all things of the Company execute all such works as may be reasonably necessary for the diversion removing raising refixing sinking or otherwise altering the position of restoring and protecting any mains pipes or other works of the water company or any private service pipe of any person supplied with water by the water company which it may be necessary or expedient to divert remove raise refix sink alter restore or protect by reason of the execution by the Company of any of the powers of this Act and for preventing any interruption to the supply of water by the water company or any obstruction or increased expense to the water company in the repair or renewal of such mains pipes or works:

(6) All costs charges and expenses reasonably incurred by the water company or their engineer under the provisions of this Act including the costs charges and expenses of and in relation to the superintendence or watching by the water company or their engineer or officers of any works of the Company authorised by this Act by which any water apparatus of the water company may be interfered with or affected shall be paid by the Company to the water company on demand and in case of default may be recovered by the water company in any court of competent jurisdiction:

(7) If any interruption whatsoever in the supply of water by the water company shall be occasioned by the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any of them either during the construction or subsequent maintenance of the works by this Act authorised the Company shall indemnify and compensate the water company in respect of all damage or loss which they may sustain by reason or in consequence of such interruption and such compensation may be recovered by the water company in any court of competent jurisdiction:

(8) If by reason of the exercise of the powers of this Act any increased length of water mains or pipes or any additional valves or apparatus be rendered necessary the same shall be

provided and laid by the water company at the reasonable cost of the Company and if the water company at any time by like reason or by reason of the existence in any street of any works by this Act authorised incur any additional cost in laying down repairing or altering any water main or pipe or valve or apparatus such additional cost shall be repaid to the water company by the Company and may be recovered by the water company in any court of competent jurisdiction:

(9) In case the water company at any future time require to lay repair inspect or renew any main or pipe in any street on or under which any railway is constructed or is in course of construction under the powers of this Act the Company shall free of charge give to the water company all reasonable facilities for carrying out the work:

(10) Whenever by the appropriation or destruction of property by this Act authorised to be acquired or by the stopping up of any street authorised by this Act to be stopped up any water main or pipes apparatus or appliances connected therewith of the water company (except pipes inside such property) shall be rendered unnecessary the Company shall pay to the water company the cost of an equivalent length of water main or pipe and of such apparatus or appliances and of laying the same down and of the works required for the discontinuance of the water mains or pipes apparatus or appliances rendered unnecessary and the water mains or pipes apparatus or appliances so rendered unnecessary shall become the property of the Company:

(11) The railways shall not be deviated so that the same or any works connected therewith westward of the point at which the Railway No. 1 crosses the Cumberland Road shall be constructed over the site of or within one and a half yards of any mains or pipes of the water company laid in and along that road prior to the construction of the railway:

(12) Subject to the provisions of this section sections 18 to 23 of the Railways Clauses Consolidation Act 1845 incorporated with this Act shall extend and apply as well to and in the case of any alteration or diversion of a street in pursuance of the provisions of this Act as to and in the case of the railways by this Act authorised:

(13) Nothing in this Act contained shall deprive the water company of the powers and privileges conferred upon them by any Act or Acts of Parliament of laying down and maintaining as occasion may require and repairing renewing and altering

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any mains or pipes in and under any part of the streets upon over or under which the railways authorised by this Act will be made or under any streets which may be temporarily stopped up during the construction of the works by this Act authorised but the water company shall restore and make good any work by this Act authorised which may be interfered with by them in the exercise of such powers provided that the water company shall not except where and so far as reasonably necessary lay any new main or pipe in any street longitudinally beneath and along the line of any railway by this Act authorised :

(14) In and for the purposes of this section the word "street" shall have the meaning assigned to it by the Waterworks Clauses Act 1847 and the expression "the company" shall in regard to any works authorised by this Act which are to be constructed by the corporation be deemed to include the corporation :

(15) If any difference arise between the Company and the water company touching this section or anything to be done or not to be done or any moneys to be paid thereunder such difference shall be determined by an engineer to be appointed (unless otherwise agreed on between the parties) on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall extend and apply to the determination of such difference.

For protection of Bristol Gas Company.

16. For the protection of the Bristol Gas Company (in this section called "the gas company") the following provisions shall unless otherwise agreed between the Company and the gas company have effect (that is to say) :—

(1) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not without the previous consent in writing of the gas company enter upon take or use any part of the property numbered on the deposited plans 49 50 and 51 in the parish of Saint Augustine or of that portion of the property numbered 58 in that parish which belongs to the gas company unless within twelve months from the date of the passing of this Act the Company shall have conveyed to the gas company in fee simple free of charge the property coloured purple and blue on the plan signed by James Charles Inglis on behalf of the Company and William Fiddes on behalf of the gas company (which plan is herein-after referred to as "the signed plan") and the Company shall divert the road

numbered on the deposited plans 2 3 4 5 and 6 in the parish of Saint Augustine as shown on the signed plan and open the same for public traffic The Company shall not in any event without the like consent enter upon take or use any greater part of the said properties numbered on the deposited plans respectively 49 50 and 51 in the said parish or of the aforesaid portion of the said property numbered 58 thereon than is coloured red on the signed plan :

(2) The land so conveyed to the gas company by the Company (other than the land coloured purple on the signed plan which shall be accepted by the gas company in lieu of a second level crossing over the Railway No. 5) shall be deemed to be taken in exchange for an equal area of the land coloured red on the signed plan and in assessing the compensation to be paid to the gas company for the value of the lands coloured red on the signed plan allowance shall be made accordingly but except as aforesaid nothing in this section shall diminish or affect any claim of the gas company to compensation under the provisions of the Lands Clauses Acts or the Railways Clauses Consolidation Act 1845 or otherwise howsoever :

(3) Unless and until the Company shall have purchased the interest of the gas company in the properties numbered respectively on the deposited plans 16 17 and 18 in the parish of Saint Augustine the Less the Company shall not stop up either temporarily or permanently the footpath numbered on the deposited plans 4 in that parish :

(4) The Company shall not commence the construction of the Railway No. 5 eastward of the piece of land numbered on the deposited plans 114 in the parish of Clifton or interfere with the mains pipes or works of the gas company eastward of that point unless and until the diversion of the road numbered on the deposited plans 19 in the parish of Saint Augustine shall have been completed and opened to the public and sufficient and proper mains and pipes in lieu of the mains and pipes which will be crossed or interfered with by the said Railway No. 5 shall have been laid therein and connected with the existing mains and pipes of the gas company at either end thereof and proper and sufficient mains and pipes shall also have been constructed to connect such substituted mains and pipes with the gasworks of the gas company at Canon's Marsh such connexions to be not less in number and capacity than the existing mains and pipes issuing from such works into the said road numbered on the deposited plans 19 :

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(5) Before stopping up or interfering with the passage of traffic along the aforesaid road numbered on the deposited plans 19 the Company shall construct pave channel and complete to the reasonable satisfaction of the engineer of the gas company and shall thereafter maintain in good repair for the use of the gas company a roadway of not less width than twenty feet in extension of Gas Works Lane to the diversion of the aforesaid road numbered on the deposited plans 19 as shown on the signed plan and the Company shall not either during the construction of the railways or at any time thereafter stop up or interfere with the passage of traffic along so much of the aforesaid road numbered 19 on the deposited plans as is coloured brown on the signed plan but the Company or the corporation shall maintain the same in good and substantial repair and the gas company shall have full rights of user thereof free of charge:

(6) It shall not be lawful for the Company at any time to allow any train engine carriage or truck to stand across the aforesaid roadway in extension of Gas Works Lane or to keep the gates at either side of the crossing of such extension over their railway closed against road traffic for any longer time than is reasonably necessary to allow an approaching train to pass over the said crossing:

(7) The gas company shall be entitled free of charge at all reasonable times to enter upon any portion of the Railway No. 5 and also upon the property intervening between the gasworks and the diverted road No. 19 and to relay repair renew inspect alter or protect the mains pipes and works situate or to be laid thereunder in accordance with the provisions of this Act and to lay relay repair renew inspect alter and protect new mains pipes and works thereunder provided that the gas company shall except in case of emergency give to the Company three days' notice in writing of their intention so to do and shall in the exercise of such powers so far as practicable avoid interference with or obstruction of the traffic on the railway:

(8) The railways and works connected therewith so far as the same would be situate within five yards of the high-pressure exhauster house of the gas company shall be so constructed as to avoid as far as practicable any injurious effect by vibration or otherwise to the machinery in the said exhauster house and the Company shall in constructing the said railway take such reasonable precautions in this behalf as may be required by the

engineer of the gas company and shall construct such portions of the railway to the reasonable satisfaction of such engineer and if by reason of the working of the railway injurious effect by vibration is caused to such machinery the Company shall pay to the gas company compensation for such injury and if in the opinion of an arbitrator to be appointed as hereinafter provided it shall be necessary in order to avoid such injurious effect to remove and re-erect such exhauster house and the machinery therein the cost of such removal and re-erection shall be borne by the Company :

(9) At least fourteen days before the commencement of any work in pursuance of the powers of this Act which may in any way interfere with or affect or be situate over any main pipe or work of the Gas Company or any private service pipe of any person supplied with gas by the gas company a plan and section (showing the nature of the work proposed) shall be submitted to the gas company together with a description of the mode of executing such work and of protecting such mains pipes or works and if within fourteen days from such submission the gas company disapprove of the said plans sections or particulars or make any further requirements such work shall not be commenced until the plans sections and particulars have been agreed or settled by arbitration Provided that if the gas company do not within fourteen days after such submission signify their approval or disapproval thereof or their requirements in relation thereto they shall be deemed to have approved thereof Every such work shall be constructed in accordance with the plan and section and particulars approved agreed or settled as aforesaid and shall (so far as it may interfere with or affect or be situate over such main pipe work or private service pipe or within three feet of such main pipe or work) be executed under the superintendence and to the reasonable satisfaction of and in such manner as shall reasonably be required by the engineer of the gas company :

(10) Wherever the railways will be constructed over any mains or pipes of the gas company the portion of the mains or pipes which will be situate beneath the railway and for ten feet on either side thereof shall be of steel or placed in protective casings or otherwise protected as the engineer of the gas company shall direct :

(11) The engineer of the gas company shall if the gas company so think fit have the exclusive direction and management of and may at the reasonable cost in all things of the Company

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execute all such works as may be reasonably necessary for the diversion removing raising refixing sinking or otherwise altering the position of and restoring and protecting any mains or pipes valves or other works of the gas company or any private service pipes of any person supplied with gas by the gas company which it may be necessary to divert remove raise refix sink alter restore or protect by reason of the execution by the Company of any of the powers of this Act and for preventing any interruption to the supply of gas by the gas company or any obstruction or increased expense to the gas company in the repair renewal or inspection of such mains pipes or works:

(12) All costs charges and expenses reasonably incurred by the gas company or their engineer under the provisions of this section including the costs charges and expenses of and in relation to the superintendence or watching by the gas company or their engineer or officers of any works of the company authorised by this Act by which any gas apparatus of the gas company may be interfered with or affected shall be paid by the Company to the gas company on demand and in case of default may be recovered by the gas company in any court of competent jurisdiction:

(13) If any interruption whatsoever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned or sustained by any act or omission of the company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them in the execution of the powers of this Act the Company shall pay to the gas company the value of the gas so lost such sum or sums of money to be recovered by the gas company in any court of competent jurisdiction and the Company shall also be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company (including injury and loss by explosion) through or by reason of or consequent on any such act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of any such act or omission:

(14) If by reason of the exercise of the powers of this Act any increased length of gas mains or pipes be rendered necessary the same shall be provided and laid by the gas company at the

reasonable cost of the Company and if the gas company at any time by like reason or by reason of the existence of any work by this Act authorised incur any additional cost in laying down repairing renewing altering inspecting or protecting any gas main or pipe such additional cost shall be repaid to the gas company by the Company :

(15) In case the gas company at any future time require to lay any main or pipe under any work constructed under the powers of this Act the Company shall free of charge give to the gas company all reasonable facilities for carrying out the work :

(16) Whenever by the appropriation or the destruction of property by this Act authorised to be acquired by the Company or by the stopping up of any street or road authorised by this Act to be stopped up any gas mains or pipes or any apparatus or appliances connected therewith of the gas company (except pipes inside such property) shall be rendered unnecessary the Company shall pay to the gas company the cost of an equivalent length of gas main or pipe and of such apparatus or appliances and of laying the same down and of the works required for the discontinuance of the gas mains pipes or works rendered unnecessary and the gas mains pipes apparatus or appliances so rendered unnecessary shall become the property of the Company :

(17) The railways shall not be deviated so that the same or any works connected therewith westward of the point at which the Railway No. 1 crosses the Cumberland Road shall be constructed over the site of or within two yards of any mains or pipes of the gas company laid in and along that road prior to the construction of the railway :

(18) Subject to the provisions of this section the provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 incorporated with this Act shall extend and apply as well to and in the case of any alteration or diversion of a street in pursuance of the provisions of this Act as to and in the case of the railways by this Act authorised :

(19) Nothing in this Act contained shall deprive the gas company of the powers and privileges conferred upon them by any Act or Acts of Parliament of laying down and maintaining as occasion may require and repairing renewing and altering any mains or pipes in and under any part of the streets upon over or under which the railways authorised by this Act will be made or under any street which may be temporarily stopped

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up during the construction of the works by this Act authorised but the gas company shall restore and make good any work by this Act authorised which may be interfered with by them in the exercise of such powers provided that the gas company shall not except where and so far as reasonably necessary lay any new main or pipe in any street longitudinally beneath and along the line of any railway by this Act authorised:

(20) In and for the purposes of this section the word "street" shall have the meaning assigned to it by the Gasworks Clauses Act 1847 and the expression "the company" shall in regard to any works by this Act authorised which under the provisions of this Act are to be constructed by the corporation be deemed to include the corporation:

(21) If any difference arise between the Company and the gas company touching this section or anything to be done or not to be done or any moneys to be paid thereunder such difference shall be determined by an engineer to be appointed (unless otherwise agreed on between the parties) on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall extend and apply to the determination of such difference.

For protection of Gooddy Cripps and Sons Limited.

17. The Company shall acquire all rights over the road known as the Butts Road lying to the westward of the premises of Gooddy Cripps and Sons Limited and they shall afford to that firm (in this section called "the said firm") such full access between their said premises and the Canon's Marsh Road for all purposes of their business as the said firm now enjoy either by means of the said Butts Road or by means of some other road to be laid out and constructed to the westward of such premises The Company shall give such facilities as can be reasonably afforded for communication by means of a turn-table between the premises of the said firm and the Canon's Marsh Railway No. 6 for the purposes of the collection and delivery of traffic from and to the premises of the said firm across Canon's Marsh Road and the Company shall collect such traffic handed to them on such railway and also deliver such traffic on such railway without making any special charge for such service beyond the Bristol district rate for the time being charged by the Company for similar traffic to and from their Canon's Marsh Depôt The Company shall allow crossing stones similar to those now existing from the corporation crane to the premises of the said firm to be laid over the wharf numbered 1 on the deposited plan of

Railway No. 7 and the lines of the Company to the said premises and the Company shall not in the exercise of the powers hereby granted interfere with the facilities afforded to the said firm by the existing crossing stones and tramway.

For protection of Henry Kater Cripps and Sydney Bush Cripps.

18. In the event of the Company acquiring the land belonging or reputed to belong to Henry Kater Cripps and Sydney Bush Cripps between the Butts Road and the premises also belonging or reputed to belong to them situate between such land and Canon's Marsh Road the Company shall secure to the owners and occupiers of such premises the same right of access from and to Canon's Marsh Road as they at present enjoy either by means of the existing Butts Road or some other road to be laid out and constructed to the westward of such premises.

Confirming agreement with J. S. Fry and Sons Limited.

19. The agreement dated the 23rd day of April 1897 and made between the Company of the one part and J. S. Fry and Sons Limited of the other part as set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the parties thereto And the Company and J. S. Fry and Sons Limited may and shall convey and exchange the lands therein referred to in accordance with that agreement.

For protection of George Kelson Stothert.

20. For the protection of George Kelson Stothert his executors administrators and assigns (herein-after referred to as and included in the expression "the owners") the following provisions shall unless otherwise agreed between the Company and the owners have effect (that is to say):—

(1) The Railway No. 5 shall be constructed and maintained on the level across the public carriage roads numbered respectively on the deposited plans 50 and 76 in the parish of Clifton (North Bristol):

(2) The Company shall construct Railway No. 5 where it crosses the road numbered on the deposited plans 41 in the parish of Clifton (North Bristol) on the level as a double line of railway only exclusive of a siding and the provisions of the Railways Clauses Consolidation Act 1845 and of the Railways Clauses Act 1863 and of any Acts amending the same with respect to crossings of public carriage roads on the level by railways (other than sections 7 and 8 of the last-mentioned Act) shall extend and apply to such level crossing as fully and completely as if the said road numbered 41 was a public carriage road:

(3) The Company shall before commencing the construction of any works affecting the Merchants' Floating Dock erect open work iron gates of such height and construction as the owners

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may reasonably approve across the said road numbered 41 at the point marked "A" on the plan signed by the Honourable Claude Tatton Egerton the Chairman of the Committee of the House of Commons to whom the Bill for this Act was during its progress through Parliament referred and deposited in the Private Bill Office of the House of Commons (which plan is hereafter referred to as "the signed plan"):

(4) The Company shall either themselves at all times maintain and keep in good and substantial repair the portion of the roadway numbered 41 on the deposited plans which will be situate between the point "A" marked on the signed plan and the Hotwells Road or shall arrange for such maintenance and repair by the Society of Merchant Venturers of Bristol free of cost to the owners:

(5) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not enter upon or take or use any of the property of the owners other than the portions hatched red on the signed plan and the Company shall if required by the owners purchase and acquire the interest of the owners in the whole of such portions of property:

(6) Before commencing the construction of the Railway No. 5 across the said Road No. 41 the Company shall construct a footbridge over the railway and shall connect the same with the said Road No. 41 on either side of the railway by means of proper stairs and approaches as shown on the signed plan and shall thereafter during the owners' continuance of their present interest in the premises maintain and keep the same in proper and sufficient repair and condition and shall also erect an unclimbable iron fence between the points marked E E on the signed plan and a gate at the point marked C thereon proper and sufficient for excluding the public from the property of the owners:

(7) Such footbridge and the approaches thereto shall be of not less width than 6 feet:

(8) The Company shall provide and maintain wicket-gates for foot passengers on both sides of the level crossing over the aforesaid road numbered 76 on the deposited plans:

(9) The Company shall extend the siding which they have agreed to provide for the lessors of the owners to the point "B" shown on the signed plan and such extension of siding shall be for the exclusive use of the owners and the Company shall collect and deliver all traffic from and to such siding without making any charge for such service beyond the Bristol district rate for the time being charged by the Company for similar traffic:

(10) Nothing in this Act contained shall be deemed to interfere with or diminish any rights which the owners have at the time of the passing of this Act against the Society of Merchant Venturers in respect of the user by the owners of the said dock and if any such rights shall be affected by anything to be done under the provisions of this Act the Company shall pay compensation to be settled failing agreement under the Lands Clauses Acts:

(11) If at any time any injury shall be caused by the works by this Act authorised to the wall forming the eastern boundary of the Merchants' Floating Dock the Company shall forthwith make good the same:

(12) If reasonably required so to do by the owners at any time during the construction of Railway No. 5 or within one year after the opening of that railway the Company shall underpin or strengthen the walls of the fitting shop of the owners coloured blue on the signed plan to the reasonable satisfaction of the owners:

(13) Any difference which may at any time arise between the owners and the Company with respect to any matter under this section shall be settled by an arbitrator to be appointed (unless otherwise agreed upon) by the President of the Institution of Civil Engineers upon the application of either of the parties and the costs of the reference shall be borne as such arbitrator shall decide.

For protection of Messrs. Rowe Brothers and Co.

21. For the protection of Charles Edward Rowe Ernest Charles Philp Thomas Bradley Rowe and Charles Arthur Rowe trading under the style or firm of Messieurs Rowe Brothers and Co. and their successors and assigns (who are herein-after referred to as and included in the expression "the said firm") the following provisions shall unless otherwise agreed between the Company and the said firm have effect (that is to say):—

(1) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not take stop up or interfere with any portion of the road numbered 63 on the deposited plans of Railway No. 5 in the parish of Saint Augustine which lies between the eastern boundary of the property numbered 68 in that parish and Canon's Marsh Road:

(2) The Company shall not commence the construction of the Railway No. 8 by this Act authorised unless and until the portion of the street known as the Butts which was authorised by section 6 of the Bristol Dock Act 1893 to be widened shall have been widened so that there shall not be at any point

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opposite to the premises of the said firm less than 45 feet between such premises when such widening is completed and the nearest rail of the railway and such widening shall have been made up and completed fit for traffic and the railway shall be so constructed and maintained that such space of 45 feet shall intervene between the nearest rail thereof and the said premises:

(3) Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not without the consent in writing of the said firm enter upon take or use any portion of the property numbered on the deposited plans 69 in the parish of Saint Augustine.

Period for completion of railways.

22. If the Bristol Harbour Extension Railways No. 1 (including the swing bridge) and No. 3 be not completed within five years from the date when the powers for constructing the same respectively shall come into force and if the Canon's Marsh Railways be not completed within five years from the passing of this Act then on the expiration of those periods respectively 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 within periods limited.

23. If the Company fail within the periods limited by this Act to complete the said railways including for the purposes of this section the said swing bridge the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the periods so limited until the said railways are completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the uncompleted railway or railways:

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 herein-after provided:

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening

the said railways by unforeseen accident or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

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

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

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

25. The Company may enter into and carrying into effect agreements with the parties having the charge management or control of the roads bridges footpaths towpaths or docks or any of them which or any part of which shall under the provisions of this Act be diverted with reference to the construction or contribution towards the cost of such diversion or of any new road bridge footpath towpath or dock 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 or diverted roads bridges footpaths towpaths or docks in which they may be interested except the stone iron or other structure of any bridge over or under any railway.

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

26. The Company may in constructing the new roads bridges 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 bridges footpaths and other similar works shown on the deposited

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sections to any extent not exceeding 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.

Power to alter levels of roads &c. communicating with new roads &c.

27. The Company may alter the level of any road or street communicating with any new road by this Act authorised for the purpose of causing such new road to communicate more conveniently therewith.

In cases where the Company put in force this enactment they shall be liable to pay to any person injuriously affected thereby compensation which shall be recoverable in manner provided by the Public Health Act 1875.

Temporary stoppage of streets &c.

28. The Company may stop up a street road or court and prevent all persons from passing along or using the same for any reasonable time during the construction of any work by this Act authorised but the Company shall do as little damage as possible and shall make provision for access for foot passengers to houses having an entrance to such street road or court.

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

29. 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 Act 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.

Survey of works by Board of Trade.

30. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company on in over through or across tidal lands or tidal water or of the intended site of any such work the Company

shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

Abatement of work abandoned or decayed.

31. If a work constructed by the Company on in over through or across tidal lands or tidal water is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

Lights on works during construction.

32. The Company shall at or near the works below high-water mark hereby authorised during the whole time of the constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) as the Board of Trade from time to time require or approve:

If the Company fail to comply in any respect with the provisions of this section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Company to exhibit lights.

33. The Company shall at the outer extremity of their works below high water exhibit and keep burning from sunset to sunrise such lights (if any) as the Corporation of Trinity House of Deptford Strond shall from time to time direct:

If the Company fail to comply in any respect with the provisions of the present section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Provision against danger to navigation.

34. In case of injury to or destruction or decay of their works below high-water mark or any part thereof the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Corporation of Trinity House of Deptford Strond and shall apply to that corporation for directions as to the means to be taken and the Company shall be liable to a penalty not exceeding ten pounds for every calendar month during which they omit so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Power to acquire additional lands.

35. 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 purposes of this Act and for the general purposes of their undertaking

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the lands following delineated on the deposited plans and described in the deposited book of reference (that is to say):—

Certain lands in the parish of Saint Augustine lying between Railways Nos. 5 6 and 7 and the Bristol Gasworks at Canon's Marsh.

Period for compulsory purchase of lands.

36. The powers of this Act for the compulsory purchase of lands shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements &c.

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

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

38. And whereas in the construction of the railways and 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 greater or less portions thereof can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

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

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(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 arbitrator 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 greater or less portion thereof (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 all costs charges and expenses reasonably and

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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.

Restrictions on displacing persons of labouring class.

39.—(1.) The Company shall not under the powers of this Act purchase or acquire in any city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were or at any time since that day have been or hereafter shall be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(*a*) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

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

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

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

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

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

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

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

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

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

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the

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scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

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

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

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

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11.) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such

persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

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

Company and corporation may make agreements.

40. Subject to the provisions of this Act the Company and the corporation may enter into and fulfil and vary and rescind contracts agreements and arrangements with respect to the use working management and maintenance by either of the said parties of the railways swing bridge and works by this Act authorised and of the railways and dock undertakings of the corporation and to the maintenance by either of the said parties of approach roads to and on either side of the said swing bridge and of deep water frontages quay walls dredging and other works requisite for or incidental to the fulfilment by the corporation of any obligations undertaken by them and with reference to the interchange collection transmission handling and delivery of traffic upon or coming from or destined for the said undertakings of the corporation and of the Company or any of them the supply and maintenance of hydraulic and other power and plant and (for the purposes and during the continuance of any agreement for the said railways being worked by the Company or the corporation) of engines stock and plant necessary for the purposes of such agreement the fixing collection payment appropriation apportionment and distribution of tolls rates and charges income and profits arising directly or indirectly from the said undertakings or either of them and the employment of officers servants and plant and the appointment of joint committees to carry into effect every or any such contract agreement or arrangement:

And if at any time prior to the construction of the Canon's Marsh Railways Nos. 6 7 and 8 the corporation obtain Parliamentary powers for the construction of quays or wharves on the lands on which any part of those railways is intended to be constructed the corporation and the Company may enter into and carry into effect agreements with reference to the construction by the corporation or by the Company of such part of the said railways as are intended to be constructed upon sites proposed to be occupied by such quays or wharves.

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Power to raise additional capital.

41. The Company from time to time 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 three hundred 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.

42. Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may from time to time 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 times to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company.

Power to cancel unissued shares or stock.

43. 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 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.

44. 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.

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

45. 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.

46. 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 subject to the conditions on which the same may be issued and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or stock.

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

47. 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.

48. Subject to the provisions of any Act 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 or 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 Act and this Act respectively authorised to create and issue by the creation and issue of new shares or stock.

Power to borrow.

49. The Company may in respect of the additional capital of three hundred thousand pounds which they are by this Act authorised to create and issue from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole one hundred 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 or corporations to whom the same

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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 corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Company may issue debenture stock.

50. The Company may subject to the provisions of Part III. of the Companies Clauses Act 1863 create and issue debenture stock 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.

51. 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 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.

52. 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 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 surplus moneys to purposes of Act.

53. The Company may apply to all or any of the purposes of this Act to which capital is properly applicable any moneys 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 this Act 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.

Interest not to be paid on calls paid up.

54. 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.

55. 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 railway or to execute any other work or undertaking.

Saving rights of the Crown in the foreshore.

56. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty.

Saving rights of Crown under Crown Lands Act.

57. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections twenty-one and twenty-two of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty.

Provision as to general Railway Acts.

58. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision

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or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Costs of Act

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

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

Properties whereof portions only are required to be taken.

Parish.	No. on Deposited Plans.	Description of Property.
		RAILWAY No. 1.
Bedminster	4	Part of Bedminster Park sea bank and foot-paths.
		New Roads.
Bedminster	9	Part of Bedminster Park sea bank and foot-paths.
		RAILWAY No. 5.
Clifton	42	Yard sheds telegraph posts and wires.
	72	Yard sheds and outbuildings.
	81	Yard and outbuildings fowl-houses and garden.
	82	Cellar.
	92	Wharf.
	93	Workshops and store-rooms.
	94	Store-room and coach-house.
	95	Workshop.
	96	Workshop.
	97	Wharf sailmaking shop and coal store.
	105	Iron foundry and outbuildings.
	106	Ironworks and yard.
	107	Workshop forge and engine-house.
	108	Yard and stable.
	109	Boiler-house.
	110	Offices and stores.
	111	Boiler-shop and furnaces.
	112	Carpenters' shop.
	113	Oil stores and shed.
	114	Wharf.
	115	Dry dock quays and cranes.
Saint Augustine	28A	Yard joinery and moulding works.
	38	Builders' yards saw mills and sheds.
	39	Timber stores and engine-houses.
	49	Yard.
	50	Store sheds and workshops.

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SECOND SCHEDULE.

AN AGREEMENT made the 27th day of May 1897 between THE MAYOR ALDERMEN AND BURGESSES OF THE CITY OF BRISTOL (herein-after called the "the corporation") and THE GREAT WESTERN RAILWAY COMPANY (herein-after called "the Company").

WHEREAS the Company are promoting in the present session of Parliament a Bill intituled "A Bill to empower the Great Western Railway Company "to make new railways and works at Bristol and for other purposes" whereby it is proposed to authorise the Company to construct inter alia certain railways to be called the Canon's Marsh Railways (being Railways Nos. 5 6 7 and 8 as described in the said Bill) according to the plans and sections deposited in the month of November last with the respective clerks of the peace for the counties of Gloucester and Somerset for the purpose of the application for the said Bill and to acquire compulsorily for the purposes of the said Bill certain lands in Canon's Marsh Bristol belonging to the Corporation And whereas the said railways cannot be constructed without interfering with rights properties and privileges of the Corporation as the owners of the Bristol Dock Estate and as the sanitary authority for the said city Now it is hereby agreed between the parties hereto as follows:—

1. Notwithstanding anything contained in the said Bill when it shall become an Act of Parliament the Company shall not acquire or interfere with any of the property rights and privileges of the Corporation except as expressly provided by the said Bill otherwise than in pursuance of and in accordance with the terms and conditions of this agreement.

2. In this agreement "the plan" means a plan which has been prepared in duplicate and signed by John Martin McCurrich on behalf of the Corporation and by James Charles Inglis on behalf of the Company.

3. The Company shall acquire and convey to the Corporation to enable them to construct and the Corporation shall thereupon construct and thereafter maintain a new road as shown on the plan the land coloured yellow on the plan and in exchange therefor the Corporation shall convey to the Company an equal area of the land belonging to the Corporation situate to the west of Messrs. Rowe's premises shown on the plan including in the measurement of the land so to be given in exchange by the Corporation so much of the site of Anchor Lane and of the new road from the Butts to Hotwell Road now in course of construction as may be taken by the Company.

4. The Company shall acquire for and convey or cause to be conveyed to the Corporation the land coloured red on the plan to enable them to construct thereon the road and a wharf (herein-after referred to as "the Deep Water Wharf") to be constructed as herein-after provided alongside the floating harbour as shown on the plan and the price to be paid by the Corporation to the Company for such land shall in case of difference be settled by arbitration.

5. The Corporation shall when the said land coloured red on the plan shall be conveyed to them thereupon construct and thereafter maintain the road as shown on the plan and shall within seven years after the passing of the Act construct according to a plan to be agreed the deep water wharf on so much of the land coloured red as has a frontage to the floating harbour.

6. The Corporation shall lay and maintain the rails of so much of Railway No. 6 as will be to the east of Canon's Marsh Road and the whole of Railways No. 7 and No. 8 according to a plan to be agreed but such rails are to be so laid as not to interfere with the hauling over them of carts and other vehicles and free access to the waterside and convenient use of the wharf generally and the Company shall pay or allow to the Corporation in respect of such construction and maintenance the sum of 15,000*l.*

7. The Company shall have a free perpetual and exclusive easement over so much of Railway No. 6 as shall be so laid by the Corporation and over Railways No. 7 and No. 8 for railway purposes The Company shall in consideration of 2,000*l.* to be paid by the Corporation to the Company grant or procure to be granted to the Corporation a perpetual easement or wayleave over and across the land coloured purple on the plan to enable the Corporation to lay and they shall thereupon lay a double line of rails as shown on the plan to form and be used as part of Railway No. 7.

8. The Company shall grant or procure to be granted to the Corporation an easement or wayleave over and across the land hatched purple on the plan to enable the Corporation to construct and they shall thereupon construct and thereafter maintain a new road 25 feet in width as shown on the plan.

9. In the event of the deep water wharf not being constructed forthwith after the land coloured red shall have been conveyed to the Corporation so as to be ready for use as soon as Railway No. 5 is ready for use the Corporation shall lay temporary rails on the land coloured red so as to temporarily provide for Railway No. 7 until the deep water wharf is constructed.

10. The Corporation in order to enable the Company to construct Railway No. 5 where it passes the property known as Jefferies and Sons' New Quay Iron Works shall permit the Company to bring forward the frontage of the properties abutting on the floating harbour to the line shown on the plan and the Company shall set back the line of frontage of the property numbered 1 as regards property in the parish of Saint Augustine to the line shown on the plan The Company shall construct the frontage of the floating harbour along the line shown on the plan in stone or timber and in such a manner as the docks engineer of the Corporation may reasonably approve so as to permit the floating harbour in front of such line of frontage being deepened at any future time to such an extent as the said engineer of the Corporation may reasonably require all existing rights in respect of the present frontage on the floating harbour to be extended to such altered frontage.

11. The Corporation or the Company as may be agreed between them shall seek in the next session of Parliament power to acquire the property coloured brown and green on the plan and on obtaining such power shall purchase the same and thereupon the portion coloured green shall be conveyed to the Corporation for the purpose of completing the new road (other parts of which are to be made on the land coloured yellow) and the part coloured brown shall

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be conveyed to the Company and the expense of acquiring the whole of the said property shall be borne by the Corporation and the Company in proportion to the area which is to be conveyed to them respectively.

12. In the event of any difference arising between the parties hereto touching the meaning of the provisions herein contained or the mode of giving effect to the agreement or anything to be done thereunder such difference shall be settled by arbitration of two arbitrators according to the provisions of the Arbitration Act 1889.

13. This agreement is made subject to the sanction of Parliament provided that if the committee on the Bill make any material alteration in the agreement it shall be competent to either of the parties thereto to withdraw therefrom.

In witness whereof the Corporation and the Company have respectively caused their common seals to be hereunto set and affixed the day and year first above written.

D. TRAVERS BURGES
Town Clerk.

The seal of the Mayor Aldermen and Burgesses of the City of Bristol.

The common seal of the Great Western Railway Company was hereunto affixed in the presence of
G. K. MILLS Secretary.

The seal of the Great Western Railway Company.

THIRD SCHEDULE.

AGREEMENT made the 23rd day of April 1897 between the GREAT WESTERN RAILWAY COMPANY (herein-after called "the Company") of the one part and which expression shall include their successors and assigns and J. S. FRY AND SONS LIMITED a Company registered under the Companies Act 1862 (herein-after called "J. S. Fry and Sons") which expression shall include their successors and assigns of the other part.

WHEREAS the Company are promoting in the present session of Parliament a Bill for an Act entitled "A Bill to empower the Great Western Railway "Company to make new railways and works at Bristol and for other purposes" whereby it is proposed to authorise the Company to construct certain railways and other works and to acquire compulsorily for the purposes of the Bill certain lands including inter alia lands belonging to J. S. Fry and Sons;

And whereas J. S. Fry and Sons are opposing the said Bill in Parliament:

And whereas the plan (herein-after referred to as "the said plan") refers to certain lands in Canon's Marsh Bristol and has been prepared in duplicate and signed on behalf of the parties hereto and for purposes of identification by Albert Magnus Fry on behalf of J. S. Fry and Sons and James Charles Inglis their chief engineer on behalf of the Company:

Now in order to avoid opposition to the said Bill by J. S. Fry and Sons and for the mutual considerations herein-after mentioned it is hereby agreed between the parties hereto as follows:—

1. Notwithstanding anything contained in the said Bill when passed into an Act the Company shall not acquire any of the lands of J. S. Fry and Sons otherwise than under this agreement.

2. J. S. Fry and Sons shall sell and convey to the Company the pieces of land and the buildings thereon coloured blue on the said plan and containing 4 acres 1 rood and 39½ perches or thereabouts with all minerals other than the coal thereunder.

3. The Company shall in pursuance of the powers sought to be obtained by the said Bill acquire and after the same have been acquired by them shall convey free of charge to J. S. Fry and Sons the pieces of land and the buildings thereon coloured green on the said plan and containing 2 acres 1 rood and 23 perches or thereabouts and shall also convey at the agreed set-off price of 7,250*l.* certain other premises at Bristol known as the Harbour Railway Factory and now held by J. S. Fry and Sons of the Company in part purchase or exchange for the land to be conveyed to the Company as aforesaid.

4. On the completion of the sale purchase and exchange in manner herein-after appearing the Company shall pay to J. S. Fry and Sons (after taking credit for the said sum of 7,250*l.*) the sum of 14,690*l.* 10*s.* on balance.

5. On the 21st day of December 1898 the said sale purchase and exchange between the Company and J. S. Fry and Sons shall be completed and on that date the Company and J. S. Fry and Sons shall mutually execute to each other proper deeds of conveyance of the respective properties to be conveyed by them respectively to each other and containing all proper and usual covenants for title and shall mutually give to each other possession of such properties.

6. J. S. Fry and Sons shall grant to the Company an easement or wayleave over and across the lands coloured partly green and partly pink on the said plan for laying a double line of rails in the position indicated therefor in the said plan and J. S. Fry and Sons shall grant to the Company such easement or wayleave and shall allow the Company to enter on such lands for the purposes of laying such rails during a period of six months The consideration for such grant shall be the additional sum of 2,000*l.* to be paid by the Company to J. S. Fry and Sons on completion of the purchase as aforesaid and the grant shall be subject to the condition that J. S. Fry and Sons shall at all times have the right (subject to the reasonable approval of the chief engineer as to the mode of crossing) of laying lines of rails across the said rails when so laid as aforesaid in such positions as they may reasonably desire for the purpose of affording communication between their lands and if for the purpose of laying such rails the Company find it necessary to alter the surface level of such lands

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the Company may alter the same provided they simultaneously make good to the satisfaction of J. S. Fry and Sons the surface of the rest of such lands not occupied by the rails so that the rails shall not be above or below the general level thereof nor interfere with the same.

7. The Company shall permit J. S. Fry and Sons on or before 31st December 1905 to construct and for ever thereafter maintain a footbridge commencing at the north-west corner of the larger piece of land coloured pink on the said plan and passing over the property railway and sidings of the Company including the Railway No. 5 proposed to be authorised by the Bill so that the same may be used by J. S. Fry and Sons their servants tenants and persons authorised by them as a means of communication for foot passengers between the said lands and St. George's Road The height of the said footbridge to be not less than 14 feet 6 inches at any point throughout the entire length thereof above the level of rails where it extends on the property of the Company and not less than 15 feet in the clear above the level of the road and footpaths where it crosses the new road now being constructed by the Corporation such footbridge shall be constructed and maintained to the reasonable satisfaction of the engineer of the Company and the Company shall be entitled to compensation for any injury caused to the traffic or premises from any defect in construction or want of maintenance of the said footbridge or any improper user thereof by the workmen of J. S. Fry and Sons and where it crosses the property of the corporation it shall be constructed and maintained to the reasonable satisfaction of the engineer of the Corporation and the Corporation shall be entitled to compensation for any injury caused to their property from any defect in the construction or maintenance of the said footbridge or any improper user thereof by the workmen of J. S. Fry and Sons.

8. The Company shall at their own expense (*a*) make construct and divert or procure to be made constructed and diverted as public roads the roads as shown on the said plan and (*b*) properly fence the said roads and the said lands of J. S. Fry and Sons.

9. J. S. Fry and Sons to have a right in perpetuity to make and relay and maintain connexions with the sidings to be laid by the Company at the points **X** and **Y** respectively in such reasonable manner as they may reasonably think fit for the purposes of connecting their lands by means thereof with the several railways adjacent to such lands.

10. Until completion of the sale purchase and exchange as aforesaid J. S. Fry and Sons shall remain in occupation of the lands at present held by them but subject in the case of the "Harbour Railway Factory" to payment of rent and upon J. S. Fry and Sons removing from the lands coloured blue on the said plan the Company shall pay the expense of J. S. Fry and Sons incurred in removing and re-stacking their timber.

11. If any dispute or difference shall arise as to anything to be done under the agreement the same shall be referred to the decision of a single arbitrator to be appointed (in case of failure of the parties in difference to agree upon a single arbitrator) by the Board of Trade and the costs of such arbitration shall be in the discretion of the arbitrator.

12. A clause shall be inserted in the said Bill confirming this agreement and making the same binding on the parties and empowering them to carry out this agreement or the terms of this agreement shall be embodied in the Bill.

In witness whereof the Company and J. S. Fry and Sons have caused their respective common seals to be hereunto set and affixed the day and year first before written.

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

G. K. MILLS
Secretary.

The seal of the Great Western Railway Company.

The seal of J. S. Fry and Sons Limited was affixed in the presence of

FRAS. J. FRY, A. M. FRY } Directors J. S. Fry and Sons Limited.

J. S. FRY & SONS LIMITED.

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T. Digby Pigott, Esq., C.B., the Queen's Printer of Acts of Parliament.

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