CHAPTER clxxiv.

An Act for conferring further powers upon the Great Western Railway Company in respect of their own undertaking and upon that Company and the London and North Western Railway Company and the Midland Railway Company in respect of undertakings in which they are jointly interested for amalgamating the Helston and Leominster and Kington Railway Companies with the Great Western Railway Company and for other purposes. [2nd August 1898.] A.D. 1898.

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 and to exercise the powers by this Act respectively authorised and conferred upon them and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith and for providing increased accommodation certain lands houses and buildings in this Act described or referred to:

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

And whereas it is expedient that the Company and the Midland Railway Company (in this Act called "the Midland Company") should be empowered to make the new footpath in connexion with the Severn and Wye Railway of those Companies in this Act mentioned or referred to:

And whereas plans and sections showing the lines and levels of the railways and other works by this Act authorised to be constructed and plans showing the lands by this Act authorised to

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be acquired and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerks of the peace for the several counties within which such railways and other works will be constructed and such lands are situated and are herein-after respectively referred to as the deposited plans sections and books of reference:

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

And whereas an agreement has been entered into for the sale to and purchase by the Company of the undertaking of the Helston Railway Company and it is expedient that the same should be transferred to and vested in the Company and that the agreement with reference thereto as set forth in the Third Schedule to this Act should be confirmed:

And whereas the undertaking of the Leominster and Kington Railway Company (in this Act called "the Leominster Company") is under the authority of Parliament leased to and worked by the Company:

And whereas the Fourth Schedule to this Act contains a statement of the particulars of the capital issued and raised by the Leominster Company and the Company hold by themselves or their nominees the sum of thirteen thousand pounds four per centum debentures mentioned in the said schedule and it is expedient that the said Company should be amalgamated with the Company in the manner provided by this Act:

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

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

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

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 (General Powers) Act 1898.

Incorporation of general Acts.

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

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

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

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

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

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

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

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The expression "the date of vesting" means with regard to the Helston Company and the expression "the date of amalgamation" means with regard to the Leominster Company the 1st day of July 1898;

The expressions "parish clerks" and "clerks of the several parishes" in sections seven eight and nine of the Railways Clauses Consolidation Act 1845 shall as regards the administrative county of London mean the clerk of the vestry of the parish if the parish is mentioned in Schedule A of the Metropolis Management Act 1855 the clerk of the district board if the parish or place is included in a district mentioned in Schedule B of the last-mentioned Act and where any place is not included in any such parish or district as aforesaid shall mean the clerk of some adjoining parish or district board.

Power to make new 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 relating thereto the railways herein-after described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes. The new railways and works herein-before referred to and authorised by this Act are—

A railway (No. 1) 2 miles 7 furlongs and 2·2 chains in length wholly in the county of Middlesex commencing in the parish of Hillingdon West in the urban district of Uxbridge by a junction with the Uxbridge Branch Railway of the Company and terminating in the parish of Harefield by a junction with Railway (No. 1) authorised by the Great Western Railway (Additional Powers) Act 1897:

A railway (No. 2) 2 furlongs and 7 chains in length wholly in the parish of Harefield in the county of Middlesex commencing by a junction with Railway (No. 1) by this Act authorised and terminating by a junction with Railway (No. 1) authorised by the Great Western Railway (Additional Powers) Act 1897:

A railway (No. 3) 2 furlongs and 9·4 chains in length wholly in the parish of South Bristol (now part of the parish of Bristol) in the city and county borough of Bristol in the county of Somerset commencing by a junction with the Bristol and Exeter Railway of the Company and terminating by a junction with the Bristol and Portishead Railway of the Company:

A railway (No. 4) 5 furlongs and 4·38 chains in length wholly in the parish of Hill and Moor Hamlet in the county of Worcester commencing by a junction with the Netherton and Halesowen Branch Railway of the Company and terminating south of the canal basin adjoining the Birmingham Canal in the field numbered 329 on the 25-inch Ordnance Map (1893 edition) of the said parish :

A railway (No. 5) 4 furlongs and 9·6 chains in length wholly in the parish of Saint Columb Minor Rural in the county of Cornwall being a deviation of the East Wheal Rose Branch of the Cornwall Minerals Railway of the Company commencing and terminating by junctions with that branch railway And the Company may abandon and discontinue the maintenance and use of so much of the said branch railway as lies between the commencement and termination of Railway (No. 5) and may retain hold and appropriate the site and soil thereof for the purposes of Railway (No. 5) and for the general purposes of the Company or may sell or dispose of the said site or soil.

Rates and charges for railways.

5. The Railways Nos. 1 2 3 and 4 shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) and for all other purposes be deemed to be part of the Company's railways as if the same had been part of the Great Western Railway at the date of the passing of the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale I. of Part I. in the Appendix to the said Order shall be applicable to the said Railways Nos. 1 2 and 4 and Scale II. of Part I. in the Appendix to the said Order shall be applicable to the said Railway No. 3 and the Railway No. 5 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 Cornwall Minerals Railway as if the same had been part of the said railway at the date of the passing of the Railway Rates and Charges (Abbotsbury Railway &c.) Order Confirmation Act 1892 and Scale III. of head (*a*) and Scale II. of head (*b*) of Part I. in the Appendix to the said Order shall be applicable to Railway No. 5 Provided always that as respects passenger traffic and parcels other than perishable merchandise by passenger train the fares rates and charges to be demanded and recovered in respect thereof shall not exceed as follows :—

With respect to Railways Nos. 1 and 2 the fares rates and charges prescribed by the Great Western Railway Amendment and Extensions Act 1847

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With respect to Railway No. 3 the fares rates and charges prescribed by the Bristol and Exeter Railway Act 1863;

With respect to Railway No. 4 the fares rates and charges prescribed by the Oxford Worcester and Wolverhampton Railway Act 1845;

And with respect to Railway No. 5 the fares rates and charges prescribed by the Cornwall Minerals Railway Act 1873.

Height of bridges.

6. The Company may make the arches of the bridges for carrying Railway No. 1 over the roads numbered on the deposited plans of that railway 46 97 and 174 respectively in the urban district of Uxbridge of any height not less than 14 feet in each case.

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

7. 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 any railway by this Act authorised 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.

For protection of Uxbridge Urban District Council.

8. Notwithstanding anything in this Act contained or shown on the deposited plans of Railway No. 1 by this Act authorised the following provisions shall unless otherwise agreed apply and have effect for the protection of the urban district council of Uxbridge (that is to say) :—

The Company shall so construct the bridges for carrying Railway No. 1 over the roads numbered on the deposited plans 46 97 109 and 209 in the urban district of Uxbridge that the piers or abutments of such bridges respectively shall not extend beyond the existing line of frontage upon such roads and such bridges shall be of a reasonably ornamental design and shall be made and kept as far as possible watertight so that water shall not percolate or drip through the same on to the road.

For protection of Daniel Mascall Grimsdale.

9. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not except by agreement enter upon take or use any part of the properties numbered on the deposited plans of Railway No. 1 124 125 126 127 and 128 in the urban district of Uxbridge.

For protection of corporation of Bristol.

10. For the protection of the mayor aldermen and burgesses of the city and county of Bristol (in this section called "the corporation") the following provisions shall have effect unless otherwise

agreed on in writing between the Company and the corporation (that is to say):—

(1) In lieu of carrying Railway No. 3 over the road leading from the South Liberty Colliery to Bristol and numbered on the deposited plans 7 in the said city the Company shall divert the said road in the manner shown by the red line A B C on a plan signed by James Charles Inglis on behalf of the Company and by Thomas Henry Yabbicom on behalf of the corporation:

(2) The diverted road shall have throughout a minimum width of 25 feet between the fences and the railway shall be carried thereover by a flat girder bridge of one span the full width of the diverted road and having throughout a clear headway of not less than 15 feet No part of the pier or abutments of the said bridge shall project on to the said road:

(3) The gradient of the said diverted road shall not be steeper than 1 in 25 between the points lettered A and B on the said plan nor less steep than 1 in 335 between the said points lettered B and C on the said plan and the slopes of the embankment of the said road shall not be steeper than one and a half to one:

(4) The Company shall erect and maintain a post and rail fence along both sides of the said road to fence it off from the adjacent land:

(5) The Company shall not interfere with the existing road except in so far as may be necessary to connect the diverted road therewith until the diverted road shall have been completed to the reasonable satisfaction of the engineer of the corporation:

(6) The diverted road shall be formed made drained metalled and in all respects completed at the cost of the Company but under the superintendence and to the reasonable satisfaction of the engineer of the corporation and in accordance with plans sections and specifications submitted to and approved by him before the commencement of the work Provided that if he refuse or neglect to approve or disapprove thereof or to state in writing his requirements in relation thereto within 28 days after such submission he shall be deemed to have approved thereof:

(7) The diverted road shall be maintained by and at the cost of the Company for the period of 12 months after it shall have been so completed as aforesaid:

(8) So soon as the diverted road shall have been so completed and opened the Company may stop up the existing road

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between the said points A and C and all rights of way thereover shall be extinguished:

(9) If any difference should arise between the corporation and the Company touching this section or anything to be done or not to be done thereunder such difference shall be settled by an engineer to be appointed unless otherwise agreed on by the President of the Institution of Civil Engineers on the application of either of the parties.

Period for completion of railways.

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

Imposing penalty unless railways opened within time limited.

12. If the Company fail within the period limited by this Act to complete the railways and open the same as regards Railways Nos. 1 2 3 and 5 for the public conveyance of passengers and as regards Railway No. 4 for public traffic the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways are so completed and opened 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 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.

13. 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 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 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 lay additional rails at level crossings.

14. Subject to the provisions of this Act the Company may in the lines and according to the levels shown on the deposited plans and sections relating thereto lay down an additional line of rails on the level at each of the level crossings of the Company's railways herein-after specified adjoining the existing line of rails at such level crossings and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say):—

The level crossing in the parish of Cookham in the county of Berks by the Maidenhead and Wycombe Railway of the Company of the road at Cookham station leading from Cookham to Cookham Dean:

The level crossing in the parish of Llangunnor in the county of Carmarthen by the Company's Carmarthen and Cardigan Railway of the road leading from Carmarthen to Kidwelly at the southern end of Carmarthen Bridge.

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

15. Subject to the provisions of this Act the Company may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the widenings and lengthenings and reconstructions of bridges and the new roads footpaths and alterations and deviations of roads and footpaths and other works and may stop up and discontinue the portions of

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They may make and maintain the widenings lengthenings and reconstructions of bridges herein-after mentioned (that is to say):—

The widening on the northern side of the bridge in the parish of Yiewsley in the county of Middlesex which carries the Company's Uxbridge Branch Railway over the road from West Drayton to Uxbridge near the western end of West Drayton Station:

The widening on the northern side of the bridge in the parish of Burnham in the county of Bucks which carries the main line of railway of the Company over the road leading from Burnham to Slough situate between the posts on that railway indicating respectively $20\frac{3}{4}$ and 21 miles from Paddington:

The widening on the northern side of the bridge in the parish of Bray in the county of Berks which carries the main line of railway of the Company over the road leading from White Waltham to Stubbings Heath known as Cannon Lane:

The widening on the eastern side of the bridge in the parish of Stoke Damerel in the county borough of Devonport in the county of Devon which carries the Cornwall Railway of the Company over Boscawen Place:

The widening on the south-eastern side of the bridge in the parish of Saint Peter Carmarthen in the borough of Carmarthen and in the parish of Llangunnor all in the county of Carmarthen which carries the Carmarthen and Cardigan Railway of the Company over the river Towy:

The widening on the north-western side of the bridge in the parish of Wrexham Regis in the borough of Wrexham and the parish of Bersham all in the county of Denbigh which carries the Shrewsbury and Chester Railway of the Company over the Wrexham Mold and Connahs Quay Railway:

The widening on the north-western side of the bridge in the parish of Wrexham Regis in the borough of Wrexham

in the county of Denbigh which carries the Shrewsbury and Chester Railway of the Company over Cathralls Lane:

The widening on both sides of the bridge in the parish of Stansty in the county of Denbigh which carries the Shrewsbury and Chester Railway of the Company over the road leading from Gwersyllt to Wrexham near the post on the said railway indicating 202¼ miles from Paddington:

The lengthening at the south-western end and if necessary or expedient the reconstruction in whole or in part of the bridge in the parish of Paddington in the county of London which carries Bishops Road over the main line of railway of the Company:

The lengthening at the south-eastern end and if necessary or expedient the reconstruction in whole or in part of the bridge in the said parish of Paddington which carries Westbourne Terrace over the main line of railway of the Company:

The lengthening at the southern end and if necessary or expedient the reconstruction in whole or in part of the bridge in the said parish of Paddington known as Ranelagh Bridge which carries the road leading from Porchester Terrace to Harrow Road over the main line of railway of the Company:

The lengthening at the southern end and if necessary or expedient the reconstruction in whole or in part of the bridge in the said parish of Paddington known as Lord Hill's Bridge which carries the road leading from Porchester Road to Harrow Road over the main line of railway of the Company:

The lengthening at the southern end of the footbridge in the said parish of Paddington which carries the footpath known as Westbourne Park Passage over the main line of railway of the Company:

The lengthening at both ends of the bridge in the parish and city and county borough of Birmingham in the county of Warwick which carries the road known as Lodge Road over the Birmingham Wolverhampton and Dudley Railway of the Company:

The lengthening at the eastern end of the bridge in the parish of Long Ashton (now part of the parish of Bristol) in the city and county borough of Bristol in the county of

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Somerset which carries Ashton Road over the Bristol and Portishead Railway of the Company:

The lengthening at the south-western end of the bridge in the parish of Stoke Damerel in the county borough of Devonport in the county of Devon which carries Portland Road over the Cornwall Railway of the Company:

The lengthening at both ends of the bridge in the parish of Saint Budeaux in the county of Devon which carries the road leading from Saltash Ferry to Saint Budeaux over the Cornwall Railway of the Company east of the Royal Albert Bridge:

The lengthening at the north-western end of the bridge in the parish of Wrexham Regis in the borough of Wrexham in the county of Denbigh which carries the road leading from Gwersyllt to Wrexham over the Shrewsbury and Chester Railway of the Company at Wrexham Station:

The lengthening at the north-western end of the bridge in the parish of Bersham in the county of Denbigh which carries the road leading from Coedpoeth to Ruabon over the Shrewsbury and Chester Railway of the Company near the southern junction of the Wrexham and Minera Branch Railway with that railway:

The lengthening at both ends of the bridge in the parish of Ruabon in the county of Denbigh which carries the road from Wrexham to Llangollen over the Shrewsbury and Chester Railway of the Company at or near the post on that railway indicating 196¾ miles from Paddington:

The lengthening at both ends of the bridge in the parish of Ruabon in the county of Denbigh which carries the road from Plas Madoc to Ruabon over the Shrewsbury and Chester Railway of the Company at or near the Wynnstay Colliery:

The lengthening at the north-western end of the bridge in the parish of Ruabon in the county of Denbigh which carries the road over the Shrewsbury and Chester Railway of the Company at or near the north-east end of the Ruabon Station:

The lengthening at both ends of the bridge in the parishes of Saint Mary the Virgin Cardiff and Roath in the county borough of Cardiff in the county of Glamorgan which carries Windsor Road over the South Wales Railway of the Company:

The lengthening at the eastern end of the bridge in the parish of Saint Peter Carmarthen in the borough of Carmarthen in the county of Carmarthen which carries the road leading from Abergwili to Carmarthen over the Carmarthen and Cardigan Railway of the Company near the post on that railway indicating 247 miles from Paddington:

They may execute the works and exercise the powers and enter upon take and use the lands herein-after mentioned (that is to say):—

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

They may alter and divert so much of the road leading from East Acton to Willesden and known as Old Oak Common Lane as lies between a point 12 chains or thereabouts north of the bridge carrying the main line of railway of the Company over that lane and the south-eastern end of the bridge carrying that lane over the London and North Western and the North and South Western Junction Railways:

In the parish of Cookham in the county of Berks—

They may stop up and discontinue so much as lies between the boundaries of the Company's property of the road from Graysbrook Castle to Pinkney's Green which crosses the Maidenhead and Wycombe Railway of the Company on the level near the mile post on that railway indicating $26\frac{3}{4}$ miles from Paddington and in lieu thereof may make a new road commencing by a junction with the road from Cookham to Pinkney's Green at a point 11 yards or thereabouts north-east of the bridge carrying the said railway over that road and terminating by a junction with the first-mentioned road at a point $2\frac{1}{2}$ chains or thereabouts east of the said level crossing:

They may stop up and discontinue so much of the footpath which adjoins the western boundary of the Company's Maidenhead and Wycombe Railway south of Cookham Station as lies between the junction of that footpath with a road from Cookham to Cookham Dean and a point distant 16 chains or thereabouts south of that junction and in lieu thereof may make a new footpath commencing at the said point and terminating by a junction with the said road at a point $1\frac{1}{2}$ chains or

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thereabouts south-west of the junction of the existing footpath with the said road:

In the parish of Woolvercot in the county of Oxford—

They may stop up and extinguish all rights of way over the Company's property at and near the level crossing over the Oxford and Birmingham Railway of the Company 15 chains or thereabouts south-east of the bridge carrying the road leading from Lower Woolvercot to Upper Woolvercot over that railway:

In the parish of Hullavington in the county of Wilts—

They may alter and divert so much of the road leading from Great Sherston by way of Town Leaze Barn to Hullavington as lies between points respectively 12 chains and 32 chains or thereabouts south-east of Town Leaze Barn and may carry such road over Railway No. 1 authorised by the Great Western Railway (South Wales and Bristol Direct Railway) Act 1896 now in course of construction by means of a bridge:

In the parish of Winterbourne in the county of Gloucester—

They may stop up and discontinue so much of the footpath leading from the road along the southern side of Hill House Hicks Common to the Methodist Chapel at Winterbourne Down as lies between the junction of that footpath with the footpath leading from Harcombe Farm to the main road between Winterbourne and Winterbourne Down (south of the almshouses at Winterbourne) and a point on the first-mentioned footpath 12 chains or thereabouts south of the said junction and in lieu thereof may make a new footpath from the last-mentioned point to a point on the road leading from Winterbourne Down to Hicks Common $7\frac{1}{2}$ chains or thereabouts south of Harcombe Farm:

In the parishes of Winterbourne and Stoke Gifford in the county of Gloucester—

They may stop up and extinguish all rights of way over the footpath leading from Field Farm to the road between Stoke Gifford and Filton Station:

In the parishes of Filton and Stoke Gifford in the county of Gloucester—

They may stop up and discontinue so much of the following footpaths and road as are herein-after described viz.:—

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(*a*) So much of the footpath leading from Filton to Hatchet Lane as lies between a point ten chains west of the western boundary of the Bristol and South Wales Union Railway of the Company and the footpath leading from Gipsy Patch Lane to Stoke Gifford;

(*b*) The footpath leading from Filton to Stoke Gifford;

(*c*) So much of the footpath in the parish of Stoke Gifford leading from Harry Stoke to the footpath leading from Gipsy Patch Lane to Stoke Gifford as lies between the junction of the said footpaths and a point 25 chains or thereabouts south of that junction;

(*d*) So much of the road in the same parish leading from Stoke Gifford through Harry Stoke to Filton Station as extends from a point 6 chains or thereabouts south-west of the junction of Hatchet Lane with that road for a distance of 12 chains or thereabouts in a south-easterly direction:

And in lieu of such footpaths and road may make the roads herein-after described (that is to say):—

(*e*) A road commencing in the parish of Filton by a junction with the road leading from Filton Station through Harry Stoke to Stoke Gifford at a point 6 chains or thereabouts east of the said Bristol and South Wales Union Railway passing under Railway No. 3 authorised by the Great Western Railway (South Wales and Bristol Direct Railway) Act 1896 now in course of construction and terminating in the parish of Stoke Gifford by a junction with the same road at a point 6 chains or thereabouts south-west of the junction of Hatchet Lane with that road;

(*f*) A road commencing by a junction with the road (*e*) before described at a point 7 chains or thereabouts measured in a southerly direction from its termination as herein-before described and terminating by a junction with the said road from Filton Station to Stoke Gifford at a point 12 chains or thereabouts south-east of the junction of road (*e*) with that road:

In the parish of Long Ashton (now part of the parish of Bristol) in the city and county borough of Bristol in the county of Somerset—

They may stop up and discontinue so much of the footpath leading from Ashton Road near the Rising Sun public house to Bower Ashton as lies between Colliters

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Brook and the western boundary of the Bristol and Portishead Railway of the Company :

In the parish of Wrexham Regis in the borough of Wrexham and in the parish of Bersham all in the county of Denbigh—

They may stop up and discontinue so much as lies between the boundaries of the Company's property of the road which crosses the Shrewsbury and Chester Railway of the Company on the level near the Wrexham Union Workhouse and in lieu thereof may make a new road between points on the existing road respectively 4 chains or thereabouts south and 7 chains or thereabouts north of the said level crossing and may carry the same under the railway by means of a subway :

In the parish of Ruabon in the county of Denbigh—

They may stop up and discontinue so much as lies between the boundaries of the Company's property of the footpath which crosses the Shrewsbury and Chester Railway of the Company on the level at or near the Wynnstay Colliery and 2 chains or thereabouts north-eastward of the post on the said railway indicating 196½ miles from Paddington and in lieu thereof may make a new footpath between the existing footpath at the northern boundary of the Company's property and the southern side of the existing level crossing and may carry the said footpath over the railway by means of a footbridge :

In the parish of Mynyddislwyn in the county of Monmouth—

They may alter and divert so much of the road which crosses the Pennar Branch Railway of the Company on the level near Cwrt-y-Bela Schools as lies between points respectively about 5 chains north-east and 2 chains south-west of the said railway and may carry the road under the railway by means of a subway and in connexion therewith may alter and divert so much of the said branch railway as lies between points respectively about 3 chains north-west and 9½ chains south-east of the said road :

In the parish of Saint Mary the Virgin Cardiff in the county borough of Cardiff in the county of Glamorgan—

They may stop up and discontinue the portions of roads and streets herein-after described and may enter upon take use and hold for the general purposes of their undertaking the lands houses and buildings between and

on both sides of the portions of roads and streets so to be stopped up and discontinued (that is to say) :—

(*a*) Buzzard Street for a distance of about 50 yards south of its junction with Kite Street;

(*b*) Davis Street for a distance of about 49 yards south of its junction with Kite Street;

(*c*) Victoria Street between points therein respectively about 15 yards and 55 yards from the junction of that street with Ivor Place;

(*d*) Ivor Street between points therein respectively about 35 yards and 58 yards from the junction of that street with Ivor Place;

(*e*) Godfrey Street between points therein respectively about 30 yards and 36 yards north-west of the Company's South Wales Railway;

(*f*) Morgan Street between points therein respectively 17 yards and 26 yards north-west of the said railway;

(*g*) Garth Street between the said railway and Taff Street;

(*h*) Duffryn Street for a distance of 7 yards from the said railway;

(*i*) A road adjoining the northern boundary of the said railway and lying between Pellet Street and Duffryn Street:

And in lieu of the portions of streets and road so stopped up and discontinued or some of them they may make in the said parish and county borough the new roads hereinafter described (that is to say) :—

(*a*) A new road commencing at a point in Ivor Street 65 yards or thereabouts north-west of the junction of that street with Ivor Place and terminating by a junction with Davis Street at a point 61 yards or thereabouts north-west of the junction of that street with Ivor Place;

(*b*) A new road commencing at a point in Pellet Street 8 yards or thereabouts north-west of the South Wales Railway and terminating at a point in Garth Street 14 yards or thereabouts north-west of that railway:

In the parish of Roath in the county borough of Cardiff in the county of Glamorgan—

They may alter and divert so much of Sanquhar Street as lies between the junction of Windsor Road with that

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street and a point 5 chains or thereabouts east of that junction :

In the parish of Llanelly (urban) in the urban district of Llanelly in the county of Carmarthen—

They may alter and divert so much of the road which crosses the South Wales Railway of the Company on the level near the post on that railway indicating 224½ miles from Paddington and known as the Tin Works Level Crossing as lies between points respectively 5½ chains or thereabouts north and 6½ chains or thereabouts south of that level crossing and to carry the same over the said railway by means of a bridge :

They may stop up and discontinue so much of Embankment Road as lies between (*a*) the Company's superintendent's office and the sidings adjoining the permanent way yard at the Llanelly Dock of the Company (*b*) the junction of Dafen Row with Embankment Road and a point 3 chains or thereabouts north of that junction and may extinguish all rights of way over the Company's sidings and property at their Llanelly Dock and in lieu thereof may make and maintain the following roads and alteration of road and for the purposes thereof may alter the levels of the Company's sidings to their said Llanelly Dock (that is to say) :—

(*a*) A new road commencing on the north-western side of the sidings near the said permanent way yard at a point 7 chains or thereabouts south-west of that yard and terminating in Embankment Road opposite the said superintendent's office and to carry the same under the sidings of the Company by means of a subway ;

(*b*) A new road commencing at a point in Embankment Road 3 chains or thereabouts north of the junction of Dafen Row with that road and terminating at the western side of the chemical works in the occupation of John Bevan and Son 6 chains or thereabouts south of the said junction and may carry the same under the sidings of the Company by means of a subway ;

(*c*) An alteration of the levels of Dafen Row between the junction of Embankment Road with that road and a point 1 chain or thereabouts east of that junction.

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For protection of Middlesex County Council.

16. The Company shall execute the works by this Act authorised so far as the same affect the roads numbered on the deposited plans of Railway No. 1 46 and 209 respectively in the urban district of Uxbridge the road numbered 1 on the deposited plans of the widening of the bridge in the parish of Yiewsley the Uxbridge Mills County Bridge and the road over such bridge subject to the following conditions for the protection of the County Council of Middlesex (in this section called "the county council") :—

(*a*) The Company shall not commence nor execute any such works as aforesaid unless and until they shall have first delivered to the surveyor of Middlesex county bridges plans and drawings of such works and the said plans and drawings shall have been approved by the said surveyor by writing under his hand Provided always that if the said surveyor shall fail to disapprove of such plans and drawings for one calendar month after the same have been delivered to him he shall be deemed to have approved of the same but if within that period he shall signify to the Company his disapproval of the said plans and drawings then the Company shall not commence nor execute any such works unless and until plans and drawings thereof shall have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company :

(*b*) The Company shall execute all such works as aforesaid at their sole expense and under the superintendence and to the reasonable satisfaction of the said surveyor whose reasonable charges incident to the approval of the said plans and drawings and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same and all necessary works connected therewith in good substantial condition to the reasonable satisfaction of the said surveyor :

(*c*) The Company in the execution of such works as aforesaid shall not cause any unnecessary interruption of the passage or conduct of the traffic over the said roads and bridge respectively but shall cause as little detriment and do as little damage as possible to the said roads and bridge respectively and shall and will at their own expense in a proper and workmanlike manner and to the reasonable satisfaction of the said surveyor make good all damage injury and disturbance whatsoever which shall happen or arise to the said roads or bridge or any of them by reason or in consequence of the execution or performance of any such works as aforesaid or any

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of them or for or by any reason of the non-repair or neglect on the part of the Company to repair the said works as aforesaid or otherwise howsoever by reason of or incident to the execution of any works by this Act authorised:

(*d*) If the Company shall neglect or refuse to make good all such damage injury and disturbance as aforesaid then it shall be lawful for the county council to do all works necessary for making good all such damage injury or disturbance and the Company shall within fourteen days after demand under the hand of the clerk of the county council make full compensation to the county council for all damage caused or done to any such roads or bridge and shall also bear and pay all the costs charges and expenses which shall have been caused or occasioned by such neglect or refusal as aforesaid:

(*e*) The Company shall during the progress and until the completion of so much of the said works as affect any such roads or bridge make and carry into effect such arrangements for lighting and watching the portions of the roads and bridge interfered with and also the works themselves as may be necessary to prevent danger or accident to persons and vehicles using the said roads and bridge.

Provided also that the provisions herein-before contained for the protection of the said roads and bridge shall be in addition to and not by way of or in substitution for any provisions contained in any Act incorporated with this Act.

Notwithstanding anything in this Act contained or shown on the deposited plans the clear spans of the bridges to be respectively constructed under this Act for carrying the railway over the said roads numbered on the deposited plans of Railway No. 1 46 and 209 respectively shall be not less than the clear width of the road including the footways and waste (if any) and so that the piers or abutments of such bridges respectively shall not extend beyond the existing line of frontage upon such roads.

In altering the level of the road under the bridge by this Act authorised to be widened in the parish of West Drayton the Company shall construct such drains as may be necessary to carry off the storm and surface water from under the said bridge.

For protection of Yiewsley parish council.

17. Notwithstanding anything in this Act contained or shown on the deposited plans and sections relating to the widening of the bridge in the parish of Yiewsley by this Act authorised the following provisions shall unless otherwise agreed between the parish council

of Yiewsley (in this section called "the parish council") and the Company apply and have effect (that is to say):—

(1) The Company shall when widening the said bridge construct the same and widen the existing bridge so that such bridge shall throughout the whole length thereof be of one span of at least 25 feet with a clear headway of not less than 14 feet above the level of the roadway thereunder when altered as by this Act authorised Provided that the Company shall be at liberty to widen the bridge to a sufficient width to carry three additional lines of rails thereover and to alter the level of the road under the bridge to such an extent as may be necessary to give the said headway:

(2) The Company shall make the widened bridge throughout as far as possible watertight so as to prevent the dripping of water on to the roadway beneath the same:

(3) Any difference which may arise between the Company and the parish council as to the mode of giving effect to any of the provisions of this section shall be settled by an arbitrator to be appointed unless otherwise agreed by the President of the Institution of Civil Engineers.

For protection of corporation of Birmingham.

18. The following provisions for the protection and benefit of the mayor aldermen and citizens of the city of Birmingham (in this section called "the corporation") shall unless otherwise agreed in writing between the corporation and the Company have effect (that is to say):—

(1) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water mains pipes or apparatus of the corporation until they shall have given to the town clerk of Birmingham seven clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and water mains pipes and apparatus proposed to be interfered with:

(2) Where the surface of any road or street crossing over the Company's railway is broken up or interfered with the Company shall pay to the corporation the cost of paving the whole width of carriageway of any such road or street for the full length of such bridge and its approaches with wood or granite setts laid on a suitable concrete foundation as the city surveyor shall determine and the Company shall also pay to the corporation the cost of paving the footways on each

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side of the street or road with such materials as are used in the immediate locality of such bridge:

(3) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation and wherever in those sections the words "company" or "society" are used the same shall for the purposes of this section be held to extend to and include the corporation:

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

(5) Whenever the water or gas mains pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the supply of water or gas to lay down additional mains or pipes such additional mains or pipes (of the same size and description as those previously in use) shall previous to the severance or interference be laid down by the corporation at the expense of the Company:

(6) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering or diverting any existing sewer drain gas or water main or apparatus the Company shall repay to the corporation such cost:

(7) In case it shall be necessary to construct any works hereby authorised over any sewer drain gas or water main of the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer drain gas or water main from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair:

(8) The Company shall not permit within the city any of the walls parapets or screens on the street side of the bridge to be reconstructed or lengthened under the powers of this Act to be used for the posting of bills or other advertising

purposes except such as relate to the business of the Company : A.D. 1898.

(9) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed upon the application of either of the parties in difference by the President of the Institution of Civil Engineers.

For protection of corporation of Wrexham.

19. For the protection and benefit of the mayor aldermen and burgesses of the borough of Wrexham (in this section called "the corporation") the following provisions shall unless otherwise agreed between the Company and the corporation apply and take effect (that is to say) :—

(1) The Company shall construct the deviation of Watery Road authorised by this Act so far as the same is shown upon the plan and section dated the first day of July one thousand eight hundred and ninety-eight and signed by James Charles Inglis on behalf of the Company and John William Maxwell Smith on behalf of the corporation in the lines and situation of the width and according to the levels shown upon such plan and section and the said deviation so far as it is within the borough of Wrexham shall be constructed formed drained levelled metalled channelled kerbed and made good to the reasonable satisfaction of the corporation :

(2) The Company shall construct and maintain to the reasonable satisfaction of the corporation a bridge for carrying their railway over the deviation referred to in the preceding subsection having a clear span of not less than thirty feet and a clear headway of not less than fifteen feet and such bridge shall be made drip dry :

(3) The Company shall pay to the corporation the sum of five hundred pounds towards the expenses of lighting so much of the said deviation as will be within the borough of Wrexham :

(4) If any question shall arise between the Company and the corporation with reference to this section or to anything to be done thereunder the same shall be referred to an engineer or other fit person to be appointed failing agreement by the Board of Trade and the provisions of the Arbitration Act 1889 shall apply accordingly.

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For protection of Wrexham Mold and Connahs Quay Railway.

20. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the widening of bridge at Wrexham over the Wrexham Mold and Connahs Quay Railway hereby authorised and with respect to the making and maintaining thereof shall unless with the previous consent of the Wrexham Mold and Connahs Quay Railway Company (herein-after called "the Wrexham Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions:—

(1) The Company shall not without in every case the previous consent of the Wrexham Company under their common seal take use enter upon or interfere with any lands railways sidings or other works from time to time belonging to that Company except only so far as shall be necessary for the purpose of making and maintaining the said works as the same are according to this Act to be constructed:

(2) With respect to any land of the Wrexham Company which the Company is by this Act authorised to use enter upon or interfere with for the purposes of the said widening and works the Company shall not purchase or take the same but the Company may purchase and take and the Wrexham Company may and shall grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same:

(3) The crossing of the widening of the bridge in the borough of Wrexham which carries the Shrewsbury and Chester Railway of the Company over the Wrexham Company's railway shall be effected at such points within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved of by the principal engineer of the Wrexham Company Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve any plans or sections submitted for his approval or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then the said portions of railways and the said works shall be constructed according to plans and sections to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or of the Wrexham Company by the President of the Institution of Civil Engineers:

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(4) The above widening of bridge shall be carried over the Wrexham Company's railway in such a manner as to leave a clear span measured on the square of 26 feet between the abutments and a clear headway above the surface of the rails of the Wrexham Company of 14 feet 3 inches and the intended widening of the bridge shall be for ever maintained by the Company in substantial repair and good order to the reasonable satisfaction of the principal engineer of the Wrexham Company :

(5) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free and uninterrupted and safe use in the ordinary rate of speed of any railway siding or other work belonging to the Wrexham Company :

(6) The Company shall bear and on demand pay to the Wrexham Company the expense of the employment by that Company during the execution of any work affecting any railways siding or other work of that company of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise and if by reason of the construction of the works by this Act authorised it shall become necessary to add to or to alter the signal or signals upon the said railways of the Wrexham Company the same shall be so added to or altered by the Wrexham Company and the reasonable expense thereof shall be repaid to that company by the Company :

(7) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the Wrexham Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Wrexham Company may make good the same and recover the expense thereof with full costs against

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the Company in any court of competent jurisdiction and if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Wrexham Company by reason of any of the matters or causes aforesaid the Company shall pay to the Wrexham Company all costs and expenses to which that company may be put as well as full compensation:

(8) If any difference shall arise between the respective engineers of the Company and the Wrexham Company as to the reasonableness of the plans and sections herein-before provided for or as to the true intent and meaning of this enactment or the mode of giving effect thereto such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party:

(9) The Company and the Wrexham Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.

For protection of Wrexham Waterworks Company.

21. The following provisions for the benefit and protection of the Wrexham Waterworks Company (in this section referred to as "the Water Company") shall have effect:—

(1) 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 any mains or pipes in and under the portion of road which crosses the Shrewsbury and Chester Railway on the level near the Wrexham Union Workhouse and which is by this Act authorised to be stopped up:

(2) Any works by this Act authorised to be constructed laid down or executed by the Company and the repairs and renewals thereof crossing being in close proximity to or in any way affecting any mains pipes or works of the Water Company shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the Water Company and according to plans sections and specifications and at such times as shall be reasonably approved by him before any such works or the repairs or renewals thereof are begun (except in cases of emergency arising and then as soon as possible after the beginning of the

work or the necessity for the same has arisen) but in all things at the expense of the Company and so as to cause no injury to any such mains pipes or works or interference with the supply of water by the Water Company to any part of their district and if any such injury shall arise or if the supply of the water of such Water Company be interfered with or any leakage of water be occasioned by the operations of the Company full compensation shall be made by the Company to the Water Company in respect of any such injury interference or leakage.

For protection of London County Council and Paddington Vestry.

22. For the protection of the London County Council (in this section called "the council") and the vestry of the parish of Paddington the following provisions shall have effect (that is to say):—

(1) If the Company under the powers of this Act reconstruct in whole or in part any of the bridges over their railway in the parish of Paddington which they are by this Act authorised to lengthen (other than the bridge known as Lord Hill's Bridge) the reconstructed bridges shall in each case be of not less width between the parapets than the existing bridges:

(2) Notwithstanding anything contained in this Act the Company may for the purpose of and during the reconstruction of the bridge over their railway in the parish of Paddington known as Ranelagh Bridge temporarily close the said bridge without providing any substitute therefor and the Company shall provide within three months from the date of closing a gangway for foot passengers six feet in width and properly fenced:

(3) If under the powers of this Act the Company reconstruct the bridge known as Lord Hill's Bridge the reconstructed bridge shall have a clear width between the parapets of not less than 50 feet and such reconstruction and the reconstruction of Ranelagh Bridge shall (unless otherwise agreed between the Company and the council) be carried out only in accordance with the plan and section relating thereto signed by Sir Alexander Binnie on behalf of the council the surveyor of the parish of Paddington on behalf of the said vestry and James Charles Inglis on behalf of the Company:

(4) The parapets of all bridges to be lengthened or reconstructed by the Company for carrying any road or street over any railway of the Company in the county of London shall be of not less than the height of the existing parapets.

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Plans of bridges and works to be submitted to London County Council.

23. The Company shall not execute or commence the erection of any such bridge or works as aforesaid until they shall have given to the London County Council twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the offices of the said council with plans elevations sections and other necessary particulars of the construction of the said bridge and works and until the said council shall have signified their approval of the same unless the said council fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said council in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the said council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said council may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans and designs superintendence or otherwise shall be paid to the said council by the Company on demand.

Protection of sewers.

24. Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the London County Council (in this section referred to as "the council") or of the vestry of the parish of Saint Mary Abbotts Kensington (in this section referred to as "the vestry") or with any sewers or works to be made or executed by the council or the vestry or either of them or shall or may in any way affect the sewerage or drainage of the districts under their control or under the control of either of them the Company shall not commence such works until they shall have given to the council or to the vestry as the case may be twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council or of the vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the council or the vestry respectively shall have signified their approval of the same unless the council or the vestry as the case may be do not signify their approval disapproval or other directions within twenty-eight

days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the council and of the vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as the council and the vestry respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the council and the vestry respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the council or vestry as the case may be at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the council or the vestry may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the council or to the vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council or the vestry as the case may be respectively as any sewers or works now or hereafter may be.

Walls of buildings to be made good.

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

Buildings not to be brought beyond general line &c.

26. Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company without the consent of the London County Council to erect or maintain on any lands to be acquired in the county of London under the provisions of this Act any building beyond the general line of building in any street in that county.

Exhibition of placards in the county of London.

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

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

For protection of London and North Western Railway Company.

28. If at any time hereafter the diversion of Old Oak Common Lane by this Act authorised shall be paved flagged sewered and channelled and the London and North Western Railway Company shall under the provisions of the Public Health Acts or any Acts amending the same be called upon to contribute towards the cost of the same or of similar works then the Company shall indemnify the London and North Western Railway Company against such payments or shall on demand repay to them any sums of money which they may have paid in respect of such works.

Repeal of provisions for protection of Lawfords Gate Highway Board.

29. Subsections (2) and (10) of section 18 of the Great Western Railway (South Wales and Bristol Direct Railway) Act 1896 (For the protection of the Lawfords Gate Highway Board) are hereby repealed.

For protection of Lawfords Gate Highway Board.

30. Notwithstanding anything contained in this Act or the Acts incorporated herewith or shown upon the deposited plans the following provisions for the protection of the Lawfords Gate Highway Board (herein-after referred to as "the highway board") shall unless otherwise agreed between the highway board and the Company apply and have effect (that is to say) :—

(1) The roads by this Act authorised to be constructed by the Company in the parishes of Filton and Stoke Gifford in the county of Gloucester shall be properly drained and of a width between the fences of not less than 36 feet and the Company shall make and metal a roadway thereon of a width of 26 feet with a footpath on one side of the said roadway of a width of 4 feet and the Company shall maintain same in good repair and condition to the reasonable satisfaction of the surveyor to the highway board for a period of twelve months after the completion and opening thereof Provided nevertheless that the arch of the bridge carrying Railway No. 3 authorised by the Great Western Railway (South Wales and Bristol Direct Railway) Act 1896 over the road in the parishes of Filton and Stoke Gifford described under the letter (*e*) in the section of this Act of which the marginal note is "Power to make new roads and alterations of roads footpaths &c." shall be so

constructed as to prevent as far as possible the dripping of water on persons passing through it and shall have a span of 30 feet and height of 16 feet and from and after the completion and maintenance as aforesaid of the said roads to the reasonable satisfaction of the surveyor to the highway board that board shall take over and maintain the same:

(2) The Company shall construct and metal as a road the new footpath in the parish of Winterbourne by this Act authorised of a width throughout of 17 feet and shall widen to a similar width and metal as a road the footpath leading from the southern side of Hill House Hicks Common to the Methodist Chapel Winterbourne for a distance of 48 yards south of the junction therewith of the said intended footpath and shall maintain same in good repair to the reasonable satisfaction of the surveyor of the highway board for a period of twelve months from the completion and opening thereof and thenceforward the same shall be taken over and maintained by and at the expense of the highway board:

(3) Any difference which may arise between the highway board and the Company as to the mode of giving effect to the provisions of this section shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either party by the President of the Institution of Civil Engineers.

For protection of Isaac Taylor Niblett.

31. Nothing in this Act contained shall prejudice or interfere with such right of way as Isaac Taylor Niblett and his tenants are now entitled to exercise and use over the footpath numbered on the deposited plans 1 and 2 in the parish of Filton and which passes under the Bristol and South Wales Union Railway by means of a subway to and from the land belonging to the said Isaac Taylor Niblett lying on the eastern side of and adjoining that railway.

For protection of Llanelly Urban District Council.

32. For the protection of the Llanelly Urban District Council (in this section called "the district council") the following provisions shall have effect (that is to say):—

In altering and diverting the road which crosses the South Wales Railway of the Company on the level near the post on that railway indicating 224½ miles from Paddington in the urban district of Llanelly the Company shall construct the said road of a width of 30 feet at least and in the line of the existing road and the bridge carrying the same over the said railway shall be of a width of 30 feet with a gradient of 1 in 20 on each side of the said bridge Provided that the district

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council shall convey to the Company free of charge so far as they lawfully can or may and subject to any existing tenancies or leases thereof such quantity of land as may be necessary for the construction of the said road of the width aforesaid and shall grant to the Company facilities for the construction of a temporary road for the use of traffic during the construction of the alteration and diversion of the existing road.

Power to make embankment at Llanelly.

33. Subject to the provisions of this Act the Company or the Llanelly Urban District Council may make and maintain in the lines and according to the levels shown upon the deposited plans and sections relating thereto the embankment or defence against the sea and works herein-after described and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for that purpose (that is to say) :—

An embankment or defence against the sea (in this Act referred to as "the new embankment") commencing at a point on the existing embankment of the Llanelly Urban District Council at a point 19 chains or thereabouts south of the point where that embankment intersects the railway of the Company from Llanelly Dock to Llandilo extending thence for a distance of 26 chains or thereabouts in an easterly direction and terminating at a point in or near the centre of the field numbered 5059 on the 25-inch Ordnance map (1891 edition) of the parish of Llanelly with all proper and necessary approaches tidal and other openings culverts sluices gates works and conveniences and on the completion of the new embankment so much of the existing embankments or defences in the same parish as lies to the northward of the new embankment may be abandoned and the maintenance thereof discontinued and subject to the provisions of this Act the new embankment shall for the purposes of the Act 52 George III. cap. 57 and the award of John Wedge made thereunder be deemed to be substituted for the embankments or portions thereof so abandoned:

Provided always that notwithstanding anything shown on the deposited plans and sections the new embankment shall be constructed so that the height thereof throughout shall be three feet above that shown on the said plans and sections.

Works below high water mark not to be commenced

34. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous

consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary to the provisions of this 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.

without consent of Board of Trade.

35. The costs and expenses of constructing and maintaining the new embankment shall be borne and paid as follows (that is to say) :—

Provisions as to cost of maintenance and repair of new embankment.

The Llanelly Urban District Council shall contribute towards the costs and expenses of the construction of the new embankment the sum of seven hundred and fifty pounds and such sum shall be recoverable from the said district council on demand in any court of competent jurisdiction and the residue of the costs and expenses of the construction of the new embankment and the costs and expenses of maintaining the same shall be borne and paid by the same bodies and persons and in the same manner and proportions as the costs and expenses of repairing and maintaining the portions of the existing embankments proposed to be abandoned for the payment of which provision is made by the said award are thereby directed to be borne and paid Provided always that for the purposes of determining the amounts to be contributed as aforesaid the lands delineated on the deposited plans and described in the deposited books of reference relating thereto and lying between the new embankment and the portions of the existing embankments by this Act authorised to be abandoned shall be deemed to be lands allotted to the owners thereof under the before-mentioned award Any expenses incurred by the said district council in relation to such construction or maintenance shall be deemed to be expenses incurred by them for the purposes of the Public Health Act 1875.

36.—(1.) Nothing in this Act shall be deemed to relieve the allottees under the said award of John Wedge from any liability they may be under for the maintenance and repair of the existing

As to liabilities of allottees under award.

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embankment in the event of the new embankment not being constructed.

(2.) The Llanelly Urban District Council shall in the event of the new embankment being constructed by them under the powers of this Act and also in the event of the said embankment being subsequently by them repaired maintained or reinstated have all and the same powers of recovering contributions towards the cost of the construction repair maintenance or reinstatement thereof from the allottees under the said award and from the owners of the said lands lying between the new embankment and the portions of the existing embankment so authorised to be abandoned as aforesaid as if the said district council were themselves allottees under the said award and the embankment and works authorised by this Act were directed and authorised by such award.

(3.) If the construction of the new embankment be carried out by the said district council plans sections specifications and estimates shall be previously submitted to and reasonably approved by a majority of the allottees present at a special meeting convened for the purpose and the work shall be carried out only in accordance with plans sections specifications and estimates so approved or in case of difference settled by an engineer to be appointed (unless otherwise agreed) on the application of a majority of the allottees or of the district council by the President of the Institution of Civil Engineers.

Power to Company to acquire additional lands.

37. 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 from time to time enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto and may exercise the powers herein-after mentioned (that is to say) :—

In the county of London :—

Certain lands in the parish of Paddington lying on and adjoining the south-east and south-west sides of Francis Street and the north-west side of Praed Street and on both sides of Stanley Street and Arthur Mews and the Company may stop up and discontinue and extinguish all rights of way over so much of Stanley Street as extends for a distance of 50 yards or thereabouts from Francis Street and so much of Arthur Mews as extends for a distance of 20 yards or thereabouts from Francis Street ;

Certain lands in the parish of Saint Mary Abbotts Kensington lying on the south side of and adjoining the main line of railway of the Company and on both sides of Golborne Road;

Certain lands in the parish of Saint Mary Abbotts Kensington lying on the south side of and adjoining the main line of railway of the Company and between points respectively 3 chains or thereabouts and 24 chains or thereabouts west of the carriage shed of the Company near Ladbroke Grove Road:

Provided that the Company shall not enter upon take use or appropriate any land in the parish of Paddington belonging to the Postmaster-General without the consent in writing of the Postmaster-General:

In the county of Middlesex:—

Certain lands in the parish and urban district of Acton lying on the northern and western sides of and adjoining a field or enclosure numbered 68 on the 25-inch Ordnance map (1897 edition) of that parish which has been acquired by the urban district council of Acton for the purposes of a cemetery;

Certain lands in the parish of Twyford Abbey in the urban district of Greenford and in the parish and urban district of Hanwell lying on the southern side of and adjoining the approach road to Twyford Abbey from Hanger Lane and numbered 36 in the parish of Twyford Abbey and 6 in the parish of Hanwell on the 25-inch Ordnance map (1897 edition) of those parishes;

Certain lands in the parish of West Drayton lying on the northern side of and adjoining the Company's Uxbridge Branch Railway at West Drayton Station:

In the county of Berks:—

Certain lands in the parish of Cookham lying on the western side of and adjoining the Company's Maidenhead and Wycombe Railway and between points respectively about 4 chains and 20 chains south of the level crossing at Cookham Station;

Certain lands in the parish of Wargrave lying on the north-eastern side of and adjoining the Company's Henley Branch Railway and between points respectively about 11 chains and 32 chains north-west of the post on that branch railway indicating $32\frac{1}{2}$ miles from Paddington;

Certain other lands in the same parish lying on the south-western side of and adjoining the Company's Henley Branch

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Railway and between points respectively about 2½ chains and 12½ chains north-west of the post on that railway indicating 32¾ miles from Paddington;

Certain lands in the parish of White Waltham lying on the north-west side of and adjoining the main line of railway of the Company and extending for a distance of 24 chains or thereabouts in a south-westerly direction from the Waltham sidings signal box on that railway:

In the county of Gloucester:—

Certain lands in the parish and borough of Cheltenham being part of the side approach to the Cheltenham Station of the Company and extending from Saint James' Square for a distance of 4 chains or thereabouts in a westerly direction;

Certain lands in the parish of Central Bristol (now part of the parish of Bristol) in the city and county borough of Bristol lying on the western side of and adjoining the road known as Canons Marsh and between the entrances from that road to the slate and marble works of Arthur Lee and Brothers Limited and to the rope manufactory of William Terrell and Sons Limited:

In the county of Somerset:—

Certain lands in the parish of Bedminster (Without) lying on the western side of and adjoining the Bristol and Portishead Railway of the Company and between points respectively 6 chains or thereabouts and 32 chains or thereabouts south of the point where the Ashton Vale Colliery sidings cross the said railway on the level and in connexion therewith the Company may stop up and discontinue all rights of way over the occupation road and footpath across the said railway adjacent to the said lands;

Certain lands in the parish of Banwell lying on the south-east side of and adjoining the Bristol and Exeter Railway of the Company and between points distant respectively about 10 chains and 25 chains north-east of Puxton Station:

In the county of Devon:—

Certain lands in the parish and urban district of Brixham lying on the southern side of and adjoining the Company's Brixham Branch Railway and between points respectively about 6½ chains and 10½ chains west of Brixham Station;

Certain lands in the parish of Stoke Damerel in the county borough of Devonport lying on the north-western side of and adjoining the London and South Western Railway and abutting on the northern side of Fitzroy Road;

Certain other lands in the same parish and county borough lying on the eastern side of and adjoining the Cornwall Railway of the Company and lying between points 6 chains or thereabouts and 18 chains or thereabouts north of the Keyham Viaduct;

Certain lands in the parish of Saint Budeaux lying on the western side of and adjoining the Cornwall Railway of the Company and between points respectively 7 chains or thereabouts and 17 chains or thereabouts north of the Westonmill Lake Viaduct;

Certain other lands in the same parish lying on both sides of and adjoining the said Cornwall Railway and between points 4 chains or thereabouts and 29 chains or thereabouts south-east of the Royal Albert Bridge:

In the county of Cornwall:—

Certain lands in the parish of Newlyn lying on both sides of and adjoining the East Wheal Rose Branch of the Cornwall Minerals Railway of the Company and extending for a distance of 47 chains or thereabouts in a northerly direction from the bridge carrying the public road over the said branch railway known as Metha Bridge:

In the county of Warwick:—

Certain lands in the parish and city and county borough of Birmingham lying on the north-east side of and adjoining the Birmingham Wolverhampton and Dudley Railway of the Company and between Henrietta Street and Great Charles Street;

Certain other lands in the same parish and county borough lying on the south-west side of the said Birmingham Wolverhampton and Dudley Railway and adjoining that railway Livery Street and Lionel Street;

Certain other lands in the same parish and county borough abutting on Lodge Road and Paxton Road and at and near the junction of those roads;

Certain other lands in the same parish and county borough abutting on Abbey Street and Lodge Road and at and near the junction of such street and road;

Certain other lands in the same parish and county borough lying on the south side of and adjoining Lodge Road eastward of and near to the eastern end of the bridge carrying Lodge Road over the railway of the Company;

Certain lands in the same parish and county borough lying on the south side of and adjoining the Birmingham

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Wolverhampton and Dudley Railway of the Company and extending from Handsworth New Road to Bacchus Road:

In the counties of Warwick and Worcester:—

Certain lands in the parish and city and county borough of Birmingham in the county of Warwick and in the parish of Yardley in the county of Worcester lying on the south side of and adjoining the Warwick and Birmingham Canal and the Oxford and Birmingham Railway of the Company and extending from Kingston Wharf on that canal for a distance of 72 chains or thereabouts in a south-easterly direction:

In the county of Worcester:—

Certain lands in the parish of Yardley in the rural district of Yardley lying on the north-eastern side of and adjoining the Oxford and Birmingham Railway of the Company and numbered 1943 on the 25-inch Ordnance map (1895 edition) of that parish and situate between the said railway and the road leading from Acocks Green to Haymills:

In the county of Denbigh:—

Certain lands in the parish of Bersham lying on both sides of and adjoining the Company's Shrewsbury and Chester Railway and extending from the bridge carrying the road from Wrexham to Coedpoeth over the said railway for a distance of 19 chains or thereabouts in a south-westerly direction;

Certain lands in the parishes of Broughton and Bersham and in the parish of Wrexham Regis in the borough of Wrexham lying on the western side of and adjoining the Company's Shrewsbury and Chester Railway and extending from a point near the northern boundary wall of the Wrexham Union Workhouse for a distance of 22 chains or thereabouts in a northerly direction;

Certain lands in the parish of Ruabon lying on the south side of and adjoining the Shrewsbury and Chester Railway of the Company and between the eastern and western junctions of the Wynnstay Colliery Sidings with that railway;

Certain other lands in the same parish lying between the Shrewsbury and Chester Railway and the Plas Madoc Branch Railway of the Company at the junction of those railways;

Certain other lands in the same parish lying between the said Shrewsbury and Chester Railway the goods yard at Ruabon Station and the road leading from Wrexham to Llangollen;

Certain other lands in the same parish lying on the north side of and adjoining the said Shrewsbury and Chester Railway and extending from the road which crosses that railway near the eastern end of Ruabon Station to the road leading from Wrexham to Llangollen together with the bridge over the said railway connecting the said lands with the lands lastly herein-before described;

Certain lands in the parish of Cefn lying on both sides of and adjoining the Vale of Llangollen Railway and Acrefair Station of the Company at and near that station:

In the county of Monmouth:—

Certain lands in the parish of Aberystruth in the urban district of Nantyglo and Blaina lying on the south-eastern side of and adjoining the Company's Cwmtillery Branch Railway and between that branch railway and the Tillery Brook and between points respectively about 4 chains and 14 chains north-east of Cwmtillery Junction;

Certain lands in the parish of Abertillery in the urban district of Abertillery lying on the western side of and adjoining the Monmouthshire (Western Valleys) Railway of the Company between points respectively about $2\frac{1}{2}$ chains south and $18\frac{1}{2}$ chains north of the post on that railway indicating $17\frac{1}{4}$ miles from Newport;

Certain lands in the parishes of Abertillery and Llanhilleth in the urban district of Abertillery lying on the north-west side of and adjoining the said Monmouthshire (Western Valleys) Railway and between points respectively about $1\frac{1}{2}$ chains and $35\frac{1}{2}$ chains south of the road passing under that railway near the Coach and Horses inn;

Certain lands in the said parish of Llanhilleth in the urban district of Abertillery lying on the south-east side of and adjoining the said Monmouthshire (Western Valleys) Railway and between points respectively about $33\frac{1}{2}$ chains and $45\frac{1}{2}$ chains south of the last-mentioned road;

Certain lands in the parish of Nash in the rural district of Magor adjoining the termination of the East Usk Railway of the Company now in course of construction and 8 chains or thereabouts north of the end of Saint Julian's Pill;

Certain lands in the parishes of Llanvihangel Rogiett and Rogiett in the rural district of Chepstow lying on the northern side of and adjoining the South Wales Railway of the Company and between points 4 chains and 58 chains

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or thereabouts respectively west of Severn Tunnel Junction Station;

Certain lands in the parish of Mynyddislwyn lying on the east side of and adjoining the Pennar Branch Railway of the Company and at and near the mile post on that railway indicating 8½ miles from Halls Junction;

Certain lands in the parish of Mynyddislwyn and in the parish of Bedwellty in the urban district of Bedwellty lying on the west side of and adjoining the said Pennar Branch Railway and extending from the termination of that branch railway for a distance of 26 chains or thereabouts in a southerly direction:

In the county of Glamorgan:—

Certain lands in the parishes of Saint Mary the Virgin Cardiff and Roath in the county borough of Cardiff on both sides of and adjoining Windsor Road and at or near the north-western end of the bridge carrying that road over the South Wales Railway of the Company;

Certain lands in the parish of Roath in the county borough of Cardiff lying on the north-west side of and adjoining the South Wales Railway of the Company and between the bridge carrying the Roath Branch of the Taff Vale Railway over that railway and the River Rumney;

Certain other lands in the same parish lying between and adjoining the South Wales Railway of the Company and Sanquhar Street and near Windsor Road Bridge together with a portion of Sanquhar Street:

In the county of Carmarthen:—

Certain lands in the parish of Llangunnor lying on the north-western side of and adjoining the Carmarthen and Cardigan Railway of the Company and lying between points respectively about 12 chains and 16½ chains south-west of Carmarthen Bridge;

Certain other lands in the same parish lying on the south-eastern side of and adjoining the said Carmarthen and Cardigan Railway and lying between points respectively about 12½ chains and 25½ chains south-west of Carmarthen Bridge;

Certain other lands in the same parish lying on and adjoining the south-eastern side of the said Carmarthen and Cardigan Railway and extending for a distance of 18 chains or thereabouts in a north-easterly direction from the junction of the said railway with the South Wales Railway of the Company.

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For protection of vestry of Paddington.

38. If the Company shall at any time construct any works or buildings in under or upon the lands in the parish of Paddington which they are by this Act authorised to acquire the following provisions for the protection of the vestry of the said parish (in this section herein-after called " the vestry ") shall apply and have effect :—

(*a*) They shall construct and carry out such works or buildings in such manner as not to damage any sewer drain or pipe belonging to the vestry :

(*b*) All tunnels arches and other works under any street or road within the said parish shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic but also any steam roller that the vestry may use for repairing the streets and the Company shall indemnify and make good to the vestry all costs and expenses that the vestry may incur or be put to by reason of any defect or insufficiency of strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said works :

(*c*) The Company shall not deposit any subsoil or materials anywhere within the said parish so as to cause any nuisance or obstruction to any persons using the roads or footways within the said parish :

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

(*e*) The Company shall at all times during the progress of any such building or works provide all necessary hoardings and barriers the same to be well and efficiently lighted and watched and every precaution taken for the due and proper protection of the public The Company shall be responsible for any damage whatever caused during or by the construction of the buildings or works :

(*f*) Should it be found necessary to alter or interfere with any sewers drains gulleys air shafts or works connected therewith belonging to or under the control of the vestry 14 days' notice

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shall be given in writing to the vestry of such intention to alter or amend the same sewers drains gulleys air shafts matters or things and any such alteration or amendment shall be made with the reasonable approval and under the superintendence of the vestry:

(*g*) The Company shall before stopping up and discontinuing and extinguishing any rights of way over any part of Stanley Street or Arthur Mews in the parish of Paddington in the county of London under the powers of this Act provide and pave to the reasonable satisfaction of the vestry and open for the use of the public a footway not less than the width of the present footpath to connect the north-east end of Arthur Mews with Praed Street.

For protection of Corporation of Cardiff.

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

(1) In this section the word "street" has the same meaning as it has in the Public Health Act 1875 and the expression "water main" includes water conduits water mains and pipes hydrants valves and water apparatus and appliances belonging to the corporation:

(2) The provisions of sub-sections 17 18 and 19 of section 6 (For the protection of the Corporation of Cardiff) of the Great Western Railway (Additional Powers) Act 1896 shall extend and apply to and in relation to the lengthenings of the bridge for carrying Windsor Road over the South Wales Railway of the Company by this Act authorised as if such lengthenings had formed part of the lengthening of that bridge authorised by the said Act:

(3) If the Company divert the street or road known as Sanquhar Street within the borough of Cardiff they shall construct such diverted street of a clear width throughout of not less than 40 feet including a footpath kerbing and channelling on either side thereof of a width of 7 feet and shall construct such footpaths kerbing and channelling in like manner and with like materials to those now existing and the north-western corner of such diverted street where it joins Windsor Road shall be rounded off to a radius of not less than 30 feet:

(4) The Company shall sell to the Corporation at the same price (including costs) at which they acquire same so much of the land joining Windsor Road as will enable the corporation to increase the width of such road to 40 feet:

(5) In every case where the works of the Company constructed under the powers of this Act will cross or interfere with any existing sewer of the corporation the Company shall bear any costs necessarily and properly incurred by the corporation in strengthening and securing the said sewer from all damage which may be occasioned by reason of the execution of any works by the Company and shall for ever uphold and maintain the portion of the sewer so crossed or interfered with and such strengthening works in good and sufficient repair to the reasonable satisfaction of the corporation and the Company shall allow the corporation their officers agents workmen contractors and materials to have free access at all reasonable times to any part of the sewer so crossed or interfered with:

(6) If the Company acquire the streets or portions of the streets called Buzzard Street Davis Street Victoria Street Ivor Street Godfrey Street Morgan Street Garth Street and Duffryn Street and the road between Pellett Street and Duffryn Street under or through which there exist sewers and drains the property of the corporation they shall within twelve months from the date of the stopping up of such streets or portions thereof or any one of such streets or portions thereof divert the existing sewers and drains therein to the reasonable satisfaction of the corporation or construct a new intercepting sewer with all necessary ventilating manholes and one side entrance and shall connect therewith the sewers of the several streets which will be crossed by such diverted or intercepting sewer the whole of which works are to be done to the like satisfaction and upon the completion of such diverted or intercepting sewer the obligation (if any) of the corporation to maintain any disused or abandoned sewer or drain on the property of the Company shall cease:

(7) The new roads by this Act authorised to be constructed shall have throughout not less than the following widths respectively (that is to say):—

The new road commencing in Ivor Street and terminating by a junction with Davis Street 40 feet;

The new road commencing in Pellett Street and terminating in Garth Street 15 feet:

(8) The Company shall form ballast metal and channel the carriageway and pave the footways and shall sewer and complete with all necessary gullies and drains to the reasonable satisfaction of the corporation all new and diverted streets and shall connect with the new or diverted streets as the case may

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require all streets the ends of which abut thereon and the sewers in those respective streets with the sewer in the new or diverted streets and the Company shall maintain and repair the said new and diverted streets and the said works connected therewith for the period of twelve months from the date of the completion thereof respectively:

(9) If by reason of the exercise of any of the powers of this Act any alterations of any existing or any new or additional water mains shall be rendered necessary the same shall be provided laid and constructed by the corporation at the cost of the Company and in the event of the Company lengthening the Windsor Road bridge the corporation shall be at liberty at the like cost to continue and make good the existing 12-inch and 6-inch water mains respectively now passing over the said bridge:

(10) The provisions contained in subsections 10 12 15 16 20 26 and 28 of the said section 6 of the Great Western Railway (Additional Powers) Act 1896 shall extend and apply mutatis mutandis to and in relation to the works to be executed and the powers to be exercised under the powers of this Act and to the Company and the corporation in relation thereto and shall be deemed to be incorporated with this section accordingly:

(11) If the Company construct any works upon the land to be acquired under this Act adjoining the Roath Brook they shall construct and maintain thereover a girder bridge or culvert having throughout a width of not less than 12 feet and the underside of the girders thereof shall be not more than 2 feet 6 inches below the existing level of the surface of the rails so as to form a free and unobstructed channel for tidal and flood waters:

(12) If the Company acquire the land in the parish of Roath numbered 4 and 5 on the deposited plans they shall sell to the corporation at the rate or price and costs at which they acquire such land so much thereof as the corporation may require for widening Newport Road:

(13) If any difference arise between the Company and the corporation touching anything to be done or not to be done or any moneys to be paid under the provisions of this section such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers.

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For protection of vestry of Saint Mary Abbotts Kensington.

40. The provisions of sub-sections 15 16 and 17 of section 39 of the Great Western Railway (Additional Powers) Act 1897 shall extend and apply to the lands in the parish of Saint Mary Abbotts Kensington to be acquired by the Company under the powers of this Act as if the same had formed part of the lands which the Company are authorised to acquire in the said parish under the provisions of the said Act of 1897.

For protection of Corporation of Cheltenham.

41. Nothing in this Act contained shall empower the Company to stop up or interfere with the public right of footway extending from Saint James' Square in the borough of Cheltenham over and along the private road the soil of part whereof the Company are hereby authorised to acquire to a road known as Workhouse Lane which extends from New Street and a place called "The Knapp" to the Parish Church Girls' and Infants' Schools and to the station of the Company.

For protection of Abertillery Urban District Council.

42. Notwithstanding anything shown on the deposited plans of the lands in the urban district of Abertillery near the 15 mile post on the Western Valleys Branch of the Company by this Act authorised to be acquired the Company shall not enter upon take or use or otherwise interfere with the footpath across the property numbered 1 thereon nor shall the Company acquire a greater quantity of the said lands than the area coloured pink on the plan signed in duplicate by James Charles Inglis on behalf of the Company and James McBean on behalf of the Abertillery Urban District Council.

For protection of Warwick and Birmingham Canal.

43. The following provisions for the protection of the Proprietors of the Warwick and Birmingham Canal Navigation (in this section referred to as "the proprietors") shall unless otherwise agreed apply and have effect :—

(1) The Company shall not purchase or take any greater or other estate or interest in the feeder which passes through the land numbered on the deposited plans 1 in the parish of Yardley in the rural district of Yardley than an easement over the same in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act shall be construed and apply accordingly :

(2) The Company shall pay to the proprietors by way of purchase or compensation for the easement such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses

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Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement:

(3) The Company shall not execute any works whatever under over or affecting the feeder until they shall have delivered to the proprietors plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the engineer of the proprietors or in the event of his failure for fourteen days after the delivery of the plans and drawings to approve the same until they shall unless otherwise agreed have been approved by an engineer to be appointed on the application of the Company by the Board of Trade:

(4) The Company shall at their own expense when called upon to do so by the proprietors cleanse the feeder so far as it is affected by the works of the Company Provided always that the proprietors shall at the same time cleanse the adjacent lengths of feeder which they now own and maintain:

(5) The Company shall not without the consent in writing of the proprietors enter upon take or use any of the lands or property belonging to them in the county borough of Birmingham:

(6) If any dispute shall arise between the Company and the proprietors respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers.

Application of purchase money of All Saints School Francis Street.

44. The purchase money for or in respect of the acquisition by the Company under the powers of this Act of the property known as All Saints School Francis Street in the parish of Paddington shall be the sum of five thousand pounds and shall be paid by the Company (*a*) as to three thousand seven hundred and fifty pounds thereof to the Official Trustees of Charitable Funds under the authority of an Order of the Charity Commissioners and (*b*) as to one thousand two hundred and fifty pounds the residue thereof to the churchwardens of All Saints Paddington to be applied by them to such purposes as they shall think fit for the benefit of the ecclesiastical district of All Saints Paddington.

Provisions as to lands of guardians of Birmingham Proof House. (31 & 32 Vict. c. cxiii.)

45. Notwithstanding anything contained in the Lands Clauses Acts or in this Act or in the Gun Barrel Proof Act 1868 the guardians of the Birmingham Proof House may sell and convey to the Company all their estate and interest in the lands in the parishes of Birmingham and Yardley adjoining the Warwick and Birmingham Canal by this Act authorised to be acquired and the purchase money

or other consideration for such estate and interest may be paid to and received by the said guardians and the receipt of the guardians or any two or more of them shall be a good and sufficient discharge for any purchase money or other consideration so paid.

For protection of Denham Fishery Estate.

46. In constructing Railway No. 1 authorised by the Great Western Railway (Additional Powers) Act 1897 the following provisions shall unless otherwise agreed between the Company and the owner for the time being of the Denham Fishery Estate (in this section referred to as "the owner") apply and have effect:—

(1) The line between the points 10 miles and 7 furlongs and the road No. 11 in the parish of Denham near the point 11 miles $4\frac{3}{4}$ furlongs on the plans relating to the said railway deposited with the clerk of the peace for the county of Bucks in the month of November 1896 (in this section referred to as "the deposited plans") shall be constructed as nearly as possible on the central line shown on the deposited plans and shall not be deviated therefrom in a northerly direction more than one chain and all prominent works which shall be erected for or in connexion with the said railway or works between such points on the northern side of the line so far as visible from the house or pleasure grounds shall be constructed in brick or steel work or partly in one and partly in the other and shall be of a reasonably ornamental design and before the same are erected the design thereof shall be submitted to and approved in writing by the owner and if not objected to within one calendar month after the same shall have been sent to the owner such plans shall be deemed to have been so approved:

(2) In constructing the embankment across the valley of the Colne the bridge shall be so built as to preclude the land above the embankment being flooded or to prejudicially affect the present flow of the rivers and streams passing through the said fishery estate and for this purpose all necessary culverts shall be made through the embankment:

(3) The Company shall construct the bridge carrying the said railway over the Hogmoor Stream either in three arches or an arch of a single span so as to enable a pathway of not less than six feet in width to be constructed on either side of the said stream with a headway over such pathways respectively of not less than eight feet to enable fishermen to freely pass along each side of that stream:

(4) The Company will also hold the owner indemnified against all claims by Harold Swithinbank or his tenants whether sporting

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or otherwise under a certain agreement dated the twenty-first day of January one thousand eight hundred and ninety-six and made between the owner of the one part and the said Harold Swithinbank of the other part so far as it relates to lands on the north side of the said embankment including the claims for compensation or abatements for or in respect of land taken for the said railway or works or caused or occasioned thereby provided such claims are made within one year after the railway shall have been completed and opened for traffic:

(5) The bridge or viaduct carrying the said railway over the River Colne shall be of one span of at least eighty-five feet in width and twenty feet in height and the abutments of such bridge shall be so placed as to give room for a pathway six feet in width on the western side of the said river and for an occupation road and footpath fifteen feet in width on the eastern side of the said river so as together to provide access between the several portions of the fields or enclosures numbered on the deposited plans respectively 33 and 34 in the parish of Harefield and such bridge shall be constructed in such a way as not to catch the weeds flowing down the river or interfere with the boating as at present enjoyed at this spot:

(6) The Company shall purchase and the owner shall sell to the Company the portion of the field or enclosure numbered on the deposited plans 6 in the parish of Denham lands which at the date of the commencement of this Act belonged to the owner on the south side of the said embankment and which shall be severed by such embankment:

(7) If the owner shall within one calendar month after receiving notice to treat elect to purchase the lands No. 10 in the parish of Denham and 31 in the parish of Harefield on the deposited plans the Company will do all things in their power to purchase such lands from the owners or occupiers and will sell the same to the owner at the price which the Company have paid for the same less the ten per cent. paid for compulsory purchase:

(8) The north side of the embankment between the points 10 miles 7 furlongs and the road No. 11 in the parish of Denham near the point 11 miles $4\frac{3}{4}$ furlongs shall be planted with shrubs or trees of an ornamental character and the Company will in perpetuity maintain such plantation and when necessary renew the same:

(9) The bridge carrying the embankment over the footway across the land numbered 6 on the deposited plans leading from the

Fishery and Savoy Farm to the village of Denham shall have a span of not less than twelve feet and a headway of not less than fifteen feet and every care shall be taken to reduce the length of such archway as much as may be compatible with the proper construction of the said railway.

Power to Two Companies to execute works &c.

47. Subject to the provisions of this Act the Two Companies or either of them with as between themselves the consent of the other may make and execute in the lines and according to the levels shown on the deposited plans and sections relating thereto the works and exercise the powers herein-after mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say):—

They may make and maintain the widening on the southern side of the bridge in the parish of Upton Magna in the county of Salop which carries the Shrewsbury and Wellington Railway of the Two Companies over the Shrewsbury Canal near Upton Magna Station:

They may stop up and discontinue so much of the footpath in the parish of Caynham in the county of Salop which crosses the Ludlow and Clee Hill Branch of the Two Companies on the level 8 chains or thereabouts south-east of Limmers Lane as lies between the north-eastern boundary of the Two Companies' property and a point 5 chains or thereabouts south-west of the said level crossing and in lieu thereof may make a new footpath and bridleway in the parishes of Bitterley Caynham and Coreley in the said county from the south-western end of the bridge carrying Limmers Lane over the said railway to a point on the southern boundary of the said branch railway 3 chains or thereabouts from its termination.

Power to Two Companies to acquire additional lands.

48. Subject to the provisions of this Act the Two Companies or either of them with as between themselves the consent of the other may enter upon take use and hold for the purposes of the Two Companies or either of them and for providing increased accommodation the lands herein-after mentioned or referred to delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

Certain lands in the parish of Upton Magna in the county of Salop lying on the south side of and adjoining the Shrewsbury and Wellington Railway of the Two Companies and extending for a distance of 21 chains or thereabouts in an easterly direction from the bridge over the railway at Upton Magna Station:

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Certain lands in the parish of Saint Mary in the borough of Shrewsbury in the county of Salop lying on the south side of and adjoining Shrewsbury Station and between Castle Shrewsbury and the River Severn:

Certain lands in the parish of Saint Lawrence (now known as the parish of Ludlow) in the borough of Ludlow in the county of Salop lying on the south-west side of and adjoining the Shrewsbury and Hereford Railway of the Two Companies and on both sides of the road leading from Bromfield to Fishmore:

Certain lands in the parish of Leominster (borough) in the borough of Leominster in the county of Hereford lying on the west side of and adjoining the said Shrewsbury and Hereford Railway and lying between points respectively 36 chains or thereabouts and 45 chains or thereabouts south of Leominster Station.

Power to Company and Midland Company to make footpath.

49. Subject to the provisions of this Act the Company and the Midland Company or either of them with as between themselves the consent of the other may in the parish of West Dean in the county of Gloucester make in the lines shown on the deposited plans relating thereto a new footpath along the western side of and adjoining the Severn and Wye Railway of those Companies and extending from the level crossing near Whitecroft Station for a distance of 13 chains or thereabouts in a northerly direction and may enter upon take use and hold such of the lands delineated on the said plans and shown in the deposited books of reference relating thereto as may be required for the purposes aforesaid.

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

50. Subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway the site and soil of the portions of roads streets footpaths and highways stopped up and discontinued under the authority of this Act and the fee simple and inheritance thereof shall (except where by this Act otherwise provided) if the Company or the Two Companies as the case may be are or if and when under the powers of this Act or of any other Act relating to the Company or the Two Companies as the case may be already passed they become the owners of the lands on both sides thereof be wholly and absolutely vested in the Company or the Two Companies as the case may be and they may appropriate the same to the purposes of their undertaking.

Extinguishment of rights of way.

51. All rights of way over or along the portions of roads streets footpaths or highways which shall under the provisions of this Act be stopped up and all rights of way over any of the lands which

shall under the compulsory powers of this Act be purchased or acquired shall be and the same are hereby extinguished.

Roads not to be stopped up till substituted work completed.

52. No road street or footpath or portion of road street or footpath which is by this Act authorised to be stopped up shall be so stopped up unless and until the new road footpath or other works (if any) which is by this Act authorised to be substituted therefor is completed to the satisfaction of two justices and opened to the public:

Provided that the Company or the Two Companies as the case may be shall before applying to such justices for their certificate that such road street or footpath is completed to their satisfaction give seven days' notice in writing of their intention to apply for the same to the road authority of the district in which such road street or footpath is situate.

Provision as to repair of new roads and footpaths.

53. The new roads streets and footpaths to be made under the authority of this Act (other than roads streets or footpaths made or diverted for the purposes of any new railway authorised by this Act and in the case of other roads streets or footpaths except the stone iron or other structure of any bridge carrying the same over or under any railway which structure except where otherwise expressly provided by this Act shall be repaired and maintained by and at the expense of the Company or Companies making the same) shall unless otherwise agreed or otherwise specially provided by this Act when made and completed respectively be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portions of the same roads streets and footpaths now devolves.

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

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

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

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

Period for compulsory purchase of lands.

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

Power to owners to grant easements &c.

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

Owners may be required to sell parts only of certain lands and buildings.

58. 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 portion 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:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion (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

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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 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.

59.—(1) The Company shall not under the powers of this Act purchase or acquire in any parish in the administrative county of London (in this section referred to as "London") twenty or more houses or in any other 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 have been since that day or shall hereafter 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 in the case of London of the Secretary of State for the Home Department or in any other case 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 said fifteenth day of December or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) 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 said Secretary of State or the Local Government Board (as the case may be) for the carrying out of the scheme.

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

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

Provided that the said Secretary of State or the Local Government Board (as the case may be) 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 said Secretary of State or the Local Government Board (as the case may be) 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 said Secretary of State or the Local Government Board (as the case may be) 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 said Secretary of State or the Local Government Board (as the case may be) 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.

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(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 beyond London by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

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

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the 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 said Secretary of State or the Local Government Board (as the case may be) may at any time dispense with all or any of the requirements of this subsection subject to such conditions if any as he or they may see fit.

(8) All buildings erected or provided by the Company in London for the purpose of any scheme under this section shall be subject to the provisions of the London Building Act 1894 (Local) and the Metropolis Management Act 1855 and any Act or Acts amending those respective Acts.

(9) 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.

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(10) The said Secretary of State or the Local Government Board (as the case may be) may direct any inquiries to be held which he or 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 may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as inspectors of the Local Government Board have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(11) The Company shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector.

(12) 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.

(13) 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 said Secretary of State or the Local Government Board (as the case may be) 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 said Secretary of State or the Local Government Board (as the case may be) 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 said Secretary of State or the Local Government Board (as the case may be) they might have been sufficient to accommodate.

(14) The Two Companies or the Company and the Midland Company as the case may be shall not under the powers of this Act purchase or acquire in any city borough or urban district or any

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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 occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

(15) 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.

Provision with respect to superfluous lands of Company.

60. And whereas the Company have from time to time purchased or acquired lands with or without buildings thereon adjoining or near to their railway or a station belonging solely or jointly to them but which lands are not immediately required for the purposes of their undertaking and it is expedient that the Company should be relieved from the obligation under certain circumstances to sell the same as superfluous lands:

Therefore nothing in the Lands Clauses Consolidation Act 1845, or any Act relating to the Company with which that Act is incorporated with respect to the sale of superfluous lands shall until the expiration of ten years from the passing of this Act be held to apply to any lands with or without any building thereon and the appurtenances thereto acquired by the Company in the parishes enumerated in the Second Schedule to this Act any part of which adjoins the Company's railway or any station belonging solely or jointly to them or is situate within one mile of any station on the said railway And the Company may during the same period of ten years from the passing of this Act continue to hold such lands buildings and appurtenances although not immediately required for the purposes aforesaid But they shall at the expiration of such period of ten years sell and dispose of all parts of such lands which shall not then have been applied to or are not then required for the purposes of their undertaking.

Vesting in Company undertaking of Helston Company.

61. The agreement between the Helston Company and the Company for amongst other things the vesting in the Company of the undertaking of the Helston Company as set forth in the Third Schedule to this Act (which agreement is in this Act referred to as

"the Helston agreement") is hereby confirmed and made binding upon the respective parties thereto and may and shall be carried into effect accordingly:

As from the date of vesting the undertaking of the Helston Company as defined in the said agreement shall be transferred to and vested in the Company:

As from the date of vesting the Helston Company shall be dissolved except for the purpose of winding-up their affairs as provided by this Act and of otherwise carrying into effect the provisions of this Act and all the unexercised powers of the Helston Company of raising capital by the creation and issue of shares and of raising money by mortgages and debenture stock are hereby extinguished:

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

Helston Company to be wound up.

62. As on and from the date of vesting the Company shall hold the undertaking of the Helston Company freed and discharged from all debts liabilities obligations and engagements of the Helston Company and from all claims or demands whatsoever on the part of any of the creditors of the Helston Company or of any other person or persons in respect of any debt or liability of the Helston Company or of the holders of any of the shares in the Helston Company except as provided in this Act or in the said agreement and thereupon the Helston Company shall subject to the provisions of this Act be wound up in the same manner and with the same incidents as if that company were a company registered under the Companies Acts 1862 to 1897 and had on the day of the passing of this Act duly passed a special resolution requiring such company to be wound up voluntarily and for the purposes of such winding up the said Company shall from and after the passing of this Act be deemed to be registered in England under the said Acts and for the purposes of calling and holding meetings and passing resolutions and other matters incident to such winding up resolutions of meetings of the Helston Company convened and held in pursuance of and in accordance with the provisions contained in the Acts of Parliament of the Helston Company and the Acts incorporated therewith may and shall take effect as resolutions of a company duly registered

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And the Company shall within fourteen days after the appointment of the liquidator in such winding up of the Helston Company pay to such liquidator the sum mentioned in the Helston agreement as agreed to be paid to such liquidator and in the meantime shall hold the said sum in trust for such liquidator The said sum shall be applied by the liquidator of the Helston Company to the purposes and in the manner prescribed by the said agreement and this Act.

Helston debenture stock holders to become debenture stock holders of Company.

63. On and after the date of vesting every holder of five per centum debenture stock of the Helston Company shall in lieu of and in exchange for every pound of stock so held by him become and be the holder of the sum of two pounds of debenture stock of the Company bearing interest as from the date of vesting at the rate of two pounds ten shillings per centum per annum.

Shareholders of Helston Company not to be shareholders of Company.

64. Notwithstanding the vesting and notwithstanding anything contained in section 55 of the Railways Clauses Act 1863 the shareholders of the Helston Company shall not be shareholders of the Company or have any right or claim whatsoever upon or against the Company or the undertaking of the Helston Company but the payment of the sum specified in the Helston agreement shall be received and applied by the said liquidator as provided in this Act and in the said agreement.

Company not to be liable to claims against Helston Company.

65. From and after the payment by the Company to the liquidator of the sum mentioned in that behalf in the said agreement the Company shall not nor shall their undertaking (including therein the undertaking of the Helston Company) be or continue in any way subject or liable to any claims or demands whatsoever on the part of any creditor of the Helston Company or of any other person or persons in respect of any debts contracts or liabilities of the Helston Company or of any of the proprietors of any stock or shares in that company (except the said debenture stock of the Helston Company as in this Act provided) other than and except debts amounting to two thousand seven hundred and seventy pounds due and owing by the Helston Company on Lloyds bonds and claims and liens upon lands for unpaid purchase money or charges on any of the lands of the Helston Company.

Saving for Postmaster-General.

66. Nothing in this Act or in the agreement set forth in the Third Schedule to this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across such of the railways and works comprised in the undertaking of the Helston Company as have been authorised by an Act of Parliament passed since the 1st day of January 1878 and from time to time

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to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Helston Company is transferred to and vested in the Company or amalgamated with the undertaking of the Company as freely and fully in all respects as he was entitled to do before the passing of this Act.

Leominster Company amalgamated with Company.

67. The undertaking of the Leominster Company shall subject to the contracts obligations debts and liabilities of that company including land rentcharges if any be amalgamated with and form part of the undertaking of the Company subject nevertheless to the provisions of this Act and such amalgamation shall take effect as on and from the date of amalgamation and as on and from that date the Leominster Company shall by virtue of this Act be dissolved except for the purpose of winding up their affairs.

Leominster Company to receive revenue and pay debts up to the date of amalgamation.

68. The Leominster Company shall be entitled to all their revenues up to and inclusive of the date of amalgamation and except as herein-after mentioned the Leominster Company shall discharge and relieve the Company of all their contracts obligations debts and liabilities not chargeable to capital account which shall have accrued up to the date of amalgamation.

As to debentures of Leominster Company.

69. As from the date of amalgamation the sum of thirteen thousand pounds four pounds per centum debentures of the Leominster Company held by or on behalf of the Company shall be and the same are hereby cancelled and the sum of twenty-six thousand pounds three pounds ten shillings per centum debentures of the Leominster Company shall become and be debentures of the Company bearing a like rate of interest and the powers of the Company for borrowing and reborrowing on mortgage and as to the issue of debenture stock may be exercised so as to include the borrowing and reborrowing as part of their general debenture debt the amount of the said debentures for twenty-six thousand pounds.

Shares of Leominster Company to be exchanged for stock of Company.

70. As on and from the date of amalgamation every holder of four pounds ten shillings per centum preference shares "Presteign Branch" shares or ordinary shares of the Leominster Company shall in lieu of and in exchange for each of such shares held by him become and be the holder of the sum of nine pounds of five pounds per centum consolidated guaranteed stock of the Company bearing dividend from the date of amalgamation.

Fractional parts of a pound of stock.

71. Notwithstanding anything in this Act contained no person shall become entitled under this Act to any fractional part of a

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pound of any stock (including debenture stock) in the capital of the Company but in every case in which any such person would but for this enactment have become entitled to a fractional part of a pound of any such stock the Company may at their option receive from such person such a further sum in cash as will make up an even pound or pay to such person in cash the amount of such fractional part.

Certificates of shares &c. to be exchanged.

72. On and after the date of vesting or the date of amalgamation as the case may be every holder of shares or stocks in the capitals of the Helston Company and the Leominster Company respectively in exchange for which any cash or any stock of the Company is to be paid or issued under this Act shall upon the delivery of the certificates for the same to the Company or in any case in which the payment is to be made by the liquidators upon delivery of the certificates to such liquidators be entitled to receive and shall receive instead thereof from the Company or the liquidators as the case may be certificates of the stock of the Company or the amount in cash to which such holder is entitled under the provisions of this Act and the certificates with respect to the shares or stocks in the capitals of the Helston Company and the Leominster Company respectively shall upon such exchange be cancelled.

Provision as to lost certificates.

73. If the certificates for any shares or stocks in the capitals of the Helston Company or of the Leominster Company be lost or destroyed then upon proof thereof and upon an indemnity being given against any claim in respect of such lost or destroyed certificates to the reasonable satisfaction of the directors of the Company or of the liquidators as the case may be the Company or the liquidators shall deliver or pay to the person entitled to such certificates a certificate or certificates for the stock or stocks of the Company or the amount in cash as the case may be to which he would be entitled under this Act as if such first-mentioned certificates had been delivered by him as herein-before provided.

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

74. All stock issued to holders of shares or stocks in the capitals of the Helston Company or the Leominster Company under the powers of this Act shall be held subject to the same trusts and obligations as those upon or to which the shares or stocks in the capitals of the Helston Company and the Leominster Company in respect of which such stock is substituted were immediately before the date of amalgamation held or subject and so as to give effect to and not revoke any deed or other instrument or any testamentary disposition of or affecting any such shares or stocks in the capitals of the Helston Company and the Leominster Company and every

deed or other instrument or testamentary disposition of or affecting such shares or stocks shall take effect with reference to the whole or a proportionate part of the stock so substituted therefor as the case may be.

Trustee shareholders of vested and amalgamated companies to accept substituted stock or cash.

75. Trustees executors and administrators being holders of any stock or shares of the Helston Company or the Leominster Company may and shall accept the stock or stocks of the Company to be issued or (as the case may be) cash to be paid under the provisions of this Act to the several holders of the stocks or shares of the said companies in substitution for such stocks or shares and may and shall hold dispose of or otherwise deal with the same in all respects as they might have held disposed of or otherwise dealt with the stock or shares for which such stock or stocks of the Company or (as the case may be) cash was substituted.

As to officers of amalgamated companies.

76. Notwithstanding the vesting and amalgamation of the Helston and Leominster Companies the secretaries or other officers (if any) of those companies respectively shall not be or become officers of the Company but the Helston and Leominster Companies shall respectively discharge all obligations which may be due to such secretaries and officers respectively or any of them.

Capital powers of Leominster Company repealed.

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

As to capital of Company.

78. On and after the date of vesting or date of amalgamation as the case may be the capital which immediately before the date of vesting or date of amalgamation was the capital of the Company inclusive of debenture stock shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of this Act relating to the Helston Company and the Leominster Company respectively Provided always that any additions to the Great Western Railway Debenture Stock and the Great Western Railway Consolidated Guaranteed Stock under the authority or for the purposes of this Act shall be deemed to be part of and shall rank pari passu with the other like stocks of the Company.

As to rates on vested and amalgamated undertakings.

79. After the date of vesting of the Helston Company and the date of amalgamation of the Leominster Company the Company shall calculate the maximum rates chargeable in respect of the railways of the Helston Company and the Leominster Company respectively as if those railways had formed part of the undertaking of the Company at the date of the passing of the

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Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891.

Rates and charges on East Usk Railway.

80. Notwithstanding anything contained in the East Usk Railway Act 1885 or the East Usk Railway Act 1890 the railways authorised by the East Usk Railway Act 1885 and the powers for constructing which were by the Great Western Railway Act 1892 transferred to the Company shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) be deemed to be part of the railways of the Company governed by the South Wales Railway Act 1845 as amended by the South Wales Railway Consolidation Act 1855 as if the same had been part of those railways at the passing of the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale II. of Part I. in the Appendix to the said Order shall be applicable to the said railways and section 6 of the East Usk Railway Act 1890 is hereby repealed.

Power to raise additional capital.

81. 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.

82. 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.

83. If the Company after having created any new shares or stock under the provisions of this Act or any other Act or Acts of Parliament relating to the Company or to any company amalgamated therewith determine not to issue the whole of the shares or stock created they may cancel the unissued shares or stock and may from time to time thereafter create and issue instead thereof other new shares or stock of an aggregate amount not exceeding the aggregate amount of the shares or stock so cancelled and in like manner the

Company may create and issue new shares or stock in lieu of any new shares or stock which may have been issued and redeemed or in lieu of any certificate entitling the holder to be registered in respect of shares or stock.

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

84. 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.

85. 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.

86. Every person who becomes entitled to new shares or stock of the Company under this Act shall in respect of the same be a holder of shares or stock in the Company and shall subject to the conditions on which the same may be issued be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or stock.

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

87. 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.

88. Subject to the provisions of any Acts already passed by which the Company are authorised to create new shares or stock not already issued and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to create and issue capital by new shares 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 Acts and this Act respectively authorised to create and issue by the creation and issue of new shares or stock.

Power to borrow.

89. The Company may in respect of the additional capital of three hundred thousand pounds which they are by this Act

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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 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.

90. 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.

91. 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.

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

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

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

Power to North Western and Midland Companies to apply corporate funds to purposes of Act.

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

Saving rights of Crown in foreshore.

95. 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

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rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty.

Saving rights of Crown.

96. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to 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 Duchy of Cornwall.

97. Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to Her Majesty in right of the Duchy of Cornwall without the consent in writing of some two or more of such of the regular officers of the said Duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in relation to the said Duchy or belonging to the Duke of Cornwall for the time being without the consent of such Duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges powers or authorities vested in or enjoyed by Her Majesty in right of the Duchy of Cornwall or in or by the Duke of Cornwall for the time being.

Interest not to be paid on calls paid up.

98. 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.

99. 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.

Provision as to general Railway Acts.

100. Nothing in this Act contained shall exempt the Company or any other company upon whom powers are conferred by this Act from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the said companies.

Costs of Act.

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

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The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

Describing Properties whereof Portions only are required to be taken by the Company.

Parish.	No. on deposited Plans.	Description of Property.
RAILWAY No. 1.		
Urban District of Uxbridge	41	Cart sheds storehouses and stable yard
	47	Mineral water manufactory
	48	Yard
	49	Stables and shed
	50	House and outbuildings
	51	Paddock and sheds
	52	Garden
	53	Yard and shed
	54	Stables
	55	Garden and sheds
	56	Garden path and greenhouses
	57	Garden yard and shed
	59	Shed
	60	Yard
	61	Shed
	62	Fowl-house and run
	160	Garden
	161	Workshops
	162	Yard
	163	Workshops
	164	Yard
	165	Stables
	166	Stables
	167	Workshops
	168	Workshops
	169	Workshops
	170	Workshops
	223	Garden
	224	Garden
	225	Meadow kennels boat-house and path
	226	Garden and greenhouses
	227	Meadow and rough ground

Parish.	No. on deposited Plans.	Description of Property.
	RAILWAY No. 4.	
Hill and Moor Hamlet	7	Field tramway stable and shed
	10	Tip glede oven garden ground and rail
	11	Field forge and path
	Diversion of Road and Railway in the Parish of Mynyddislwyn.	
Mynyddislwyn - -	3	Plantation and bank
	Lands in the Parish of Ruabon.	
Ruabon - -	1	Rough ground and outbuildings
	2	Travelling gantry
	3	Yard steam pipes and supports telegraph posts and wires
	4	Steam tanks yard and culvert telegraph posts and wires
	5	Siding and land by side
	6	Spoil heaps rough ground and culvert
	7	Sidings and land by side
	Lands in the Urban District of Abertillery near Rose Heyworth Colliery.	
Urban District of Abertillery	1	Field
	1A	Field ditch rough ground and trees
	2	Siding and land by side
	3	Bridge tram lines tip and tipping ground
	4	Rough ground and tipping ground
	5	Rough ground and tipping ground
	Lands in the Urban District of Abertillery near the Coach and Horses Inn.	
Urban District of Abertillery	6	Tipping ground level balance pit and rough ground
	7	Bed of old river stream and rough ground
	8	Bridge and tramway
	9	Tipping ground culvert rough land and sidings
	Lands in the County Borough of Cardiff at the North-western end of Windsor Road Bridge.	
County Borough of Cardiff	5	Cement works yards and offices

SECOND SCHEDULE.

Superfluous Lands.

County of Chester—
Runcorn.

County of Devon—
Cullompton.

County of Dorset—
Stratton.

County of Gloucester—
Chipping Campden.
Mickleton.

County of Glamorgan—
Neath (Parish and Town).
Coedfrank.
Duffryn Clydach.

County of Northampton—
Warksworth.

County of Salop—
Hodnet.
Moreton-Saye.

County of Stafford—
Dudley.
Kingswinford.
Amblecote.
Sedgley.
Wolverhampton.

County of Worcester—
All Saint's Evesham.
Church Honeybourne.
North Claines.
South Claines.

THIRD SCHEDULE.

An Agreement made the third day of May 1898 between The Helston Railway Company (herein-after called "the Helston Company") of the one part and The Great Western Railway Company (herein-after called "the Great Western Company") of the other part.

Whereas the undertaking of the Helston Company consists of certain railways and other works in the county of Cornwall:

And whereas the capital of the Helston Company now consists of the following stocks (that is to say):—

27,333*l.* 5*l.* per cent. debenture stock;

56,000*l.* in 3*l.* 10*s.* per cent. preferred shares of 20*l.* each issued at a discount of 25 per cent.;

26,000*l.* in ordinary shares of 20*l.* each 570 of which shares were issued at a discount of 35 per cent.:

And whereas the Helston Company have also issued Lloyds bonds which are now outstanding to the amount of 2,770*l.* 3*s.* 3*d.*:

And whereas the undertaking of the Helston Company is now being worked managed maintained and used by the Great Western Company under the provisions of two agreements made the 5th day of April 1882 and the 29th day of June 1885 respectively:

And whereas it has been agreed by and between the companies parties hereto that the Helston Company should sell and the Great Western Company should purchase the undertaking of the Helston Company upon the terms and conditions and in manner herein-after appearing:

Now therefore these presents witness and it is hereby agreed and declared by and between the companies parties hereto as follows (that is to say):—

1. Subject to the sanction of Parliament to be obtained as herein provided the Helston Company will sell and the Great Western Company will purchase the undertaking of the Helston Company upon the terms and conditions herein-after appearing and such sale and purchase shall take effect as on and from the 1st day of July 1898 or such other day as may be fixed by the Act authorising such sale and purchase.

2. The consideration for the said sale and purchase shall be—

(1) The issue by the Great Western Company to every holder of the said debenture stock of the Helston Company in exchange for and upon the surrender to the Great Western Company of the certificate of his holding in the Helston Company of the sum of 2*l.* of 2*l.* 10*s.* per cent. debenture stock of the Great Western Company bearing interest on and from the 1st July 1898 and payable half-yearly on the 15th day of January and the 15th day of July in each year for every 1*l.* of the said debenture stock of the Helston Company held by him:

(2) The adoption by the Great Western Company of the said Lloyds bonds of the Helston Company:

(3) The payment by the Great Western Company to the liquidator of the Helston Company to be appointed as herein-after provided of the sum of 45500*l.* sterling.

3. Upon the completion of the purchase the undertaking of the Helston Company including therein all railways wharves buildings lands and property of every description rights and privileges with their appurtenances possessed held or acquired by the Helston Company shall subject to the exceptions herein-after specified be vested in the Great Western Company freed and discharged from all debts liabilities obligations and engagements of every description of the Helston Company existing on the 30th day of June 1898 except as is herein-after otherwise provided The undertaking of the Helston Company vested in the Great Western Company shall not include moneys in the hands of that company (except unpaid dividends) or debts due or owing to that company on revenue account up to and including the 30th day of June 1898 but all such moneys and debts shall remain and be the property of the Helston Company and the Helston Company or the said liquidator shall collect the same.

4. The Helston Company shall not after the date of this agreement sell or otherwise dispose of any superfluous lands or let the same or any part thereof

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without the consent in writing of the Great Western Company Nor shall they create or issue any new stock or shares or incur any new liability whatever except on account of current revenue expenses as heretofore without the like consent or do or consent to anything which may or shall injuriously affect the value of the undertaking of the Helston Company to the Great Western Company.

5. Until the completion of the purchase under the provisions herein contained the existing agreements between the Companies parties hereto shall remain in force except in so far as the same may be varied by or are otherwise inconsistent with the provisions of this agreement.

6. The intended Act shall provide for the winding up of the Helston Company and for the appointment of a liquidator thereof and the said intended Act shall further provide for the payment by the Great Western Company to the said liquidator of the sum of 45500*l.* sterling within fourteen days after the 1st day of July 1898 or after the appointment of the said liquidator whichever shall last happen and for the application by the said liquidator of the said sum and of the other assets of the Helston Company as herein-before mentioned as follows :—

(*a*) In payment and discharge of the costs and expenses of and incidental to the said winding-up and of all debts and liabilities of the Helston Company including any unpaid purchase money for and charges upon lands forming part of the undertaking of the Helston Company and of any liability for the construction of accommodation works agreed to be constructed as part of such purchase money which ought to have been completed on or before the 1st day of July 1898 and subject thereto:

(*b*) In payment to and amongst the holders of the said preferred and ordinary shares of the Helston Company.

7. The said Act shall also provide that as on and from the 1st day of July 1898 the Great Western Company shall fulfil all the liabilities and obligations of the Helston Company with reference to the acquisition of lands the construction and maintenance of works and the payment of rentcharges rents and all charges properly payable out of revenue and accruing on or after such date and that notwithstanding such sale and purchase as aforesaid the Great Western Company shall not nor shall their undertaking or the undertaking of the Helston Company be in any way subject or liable to any claims or demands whatsoever (other than claims or liens upon lands for unpaid purchase money or charges on lands of the Helston Company) on the part of any of the creditors of the Helston Company or of any other person or persons in respect of any debt or liability of the Helston Company or to the holders of any of the stocks or shares in the Helston Company otherwise than as herein-before provided.

8. Notwithstanding the vesting of the Helston Company in the Great Western Company the secretary or other officers (if any) of the Helston Company shall not be or become officers of the Great Western Company but the Helston Company shall discharge all obligations which may be due to such officers or any of them.

9. The Helston Company shall upon payment of the purchase money hand over to the Great Western Company all conveyances deeds agreements land and property plans parliamentary plans and sections books of reference plans and documents of title relating to land purchased by or held in trust for or otherwise in any way affecting the undertaking of the Helston Company together with their common seal and all books of account minute books registers transfer books and all other books or documents relating to the internal affairs of the Helston Company and in the meantime and until the completion of such purchase the Great Western Company shall have access free of charge at all reasonable times to all such books plans registers and other documents and the Great Western Company will free of cost to the Helston Company at all reasonable times allow that company and the liquidator thereof access to all such of the said conveyances deeds agreements plans books and documents as shall be required by the Helston Company for settling the claims of all persons having or making any claim against them or otherwise required for the winding up of the same company.

10. For the purpose of carrying out this agreement the Helston Company shall furnish at the request of the Great Western Company an accurate list certified in writing under the hands of their chairman and secretary of the names and addresses of the debenture stock holders and of the holders of the said Lloyds bonds of the Helston Company with full particulars of the amounts of their respective holdings.

11. Application shall be made in the present session of Parliament and a Bill shall be promoted by the Great Western Company at their own expense in all respects for obtaining from Parliament the necessary powers for vesting the undertaking of the Helston Company in the Great Western Company and for carrying out this agreement and subject as herein-before provided each company party hereto undertakes to use its best endeavours to obtain the passing of such Bill and by their directors and officers to supply such evidence and assistance as may be necessary for that end.

12. This agreement is made subject to such alterations as Parliament shall think fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to either of the parties hereto to withdraw so much of the Bill as relates to the Helston Company.

13. If and whenever any difference shall arise between the Helston Company and the Great Western Company as to the true intent or construction of this agreement or as to anything to be done suffered or omitted in pursuance thereof or the carrying the same into effect or as to any breach or non-fulfilment of this agreement or liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or otherwise relating to the premises every such difference shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference

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between the companies parties hereto and this article shall accordingly be read and have effect as an agreement for arbitration under that Act.

In Witness whereof the companies parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written.

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

R. G. ROWS
Director.
JOHN R. DANIELL
Secretary.

L.S.

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

G. K. MILLS
Secretary.

L.S.

FOURTH SCHEDULE.

Statement of Capital of Leominster Company.

26,000*l.* in debentures carrying interest at 3*l.* 10*s.* per cent.
13,000*l.* „ „ „ 4*l.* „
20,990*l.* in four and a half per cent. preference shares of 10*l.* each.
42,000*l.* in "Presteign Branch" shares of 10*l.* each.
59,010*l.* in ordinary shares of 10*l.* each.

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