ANNO DECIMO QUINTO & DECIMO SEXTO

VICTORIÆ REGINÆ.

****

Cap. cxl.

An Act for enabling the Completion of the *Wilts, Somerset, and Weymouth* Railway between *Frome* and *Weymouth* to be effected, and for authorizing and confirming Contracts between the *Great Western* Railway Company and the *Kennet and Avon* Canal Company and other Companies, and for other Purposes. [30th *June* 1852.]

WHEREAS the following Acts (Local, or Local and Personal,) relating more or less directly to the *Great Western* Railway Company have been passed, to wit, the 5 and 6 William IV., Chapter 107.; of 6 William IV., Chapter 36., Chapter 38., Chapter 77., and Chapter 79.; of 7 William IV. and 1 Victoria, Chapter 91. and Chapter 92.; of 1 and 2 Victoria, Chapter 24. and Chapter 26.; of 2 and 3 Victoria, Chapter 27.; of 3 and 4 Victoria, Chapter 47. and Chapter 105.; of 4 and 5 Victoria, Chapter 41.; of 5 Victoria, Session 2., Chapter 28.; of 6 Victoria, Chapter 10.; of 7 Victoria, Chapter 3.; of 7 and 8 Victoria, Chapter 68.; of 8 and 9 Victoria, Chapter 40., Chapter 53., Chapter 155., Chapter 156., Chapter 184.,

Chapter 188., Chapter 190., and Chapter 191.; of 9 Victoria, Chapter 14.; of 9 and 10 Victoria, Chapter 129., Chapter 166., Chapter 181., Chapter 236., Chapter 239., Chapter 240., Chapter 278., Chapter 313., Chapter 315., Chapter 335., Chapter 337., Chapter 338., Chapter 369., and Chapter 402.; of 10 and 11 Victoria, Chapter 60., Chapter 72., Chapter 76., Chapter 91., Chapter 101., Chapter 109., Chapter 149., Chapter 154., Chapter 226. ,and Chapter 243.; of 11 and 12 Victoria, Chapter 28., Chapter 59., Chapter 74., Chapter 77., Chapter 82., Chapter 95., Chapter 131., Chapter 133., Chapter 135., Chapter 157., Chapter 158., and Chapter 159.; and of 14 and 15 Victoria, Chapter 48.: And whereas the following Acts relating to the *Wilts, Somerset, and Weymouth* Railway Company have been passed, to wit, "The *Wilts, Somerset, and Weymouth* Railway Act, 1845," "The *Wilts, Somerset, and Weymouth* Railway Amendment Act, 1846," "The *Wilts, Somerset, and Weymouth* Railway Deviation Act, 1847:" And whereas the *Wilts, Somerset, and Weymouth* Railway Company proceeded to execute those Acts, and constructed Part of the *Wilts, Somerset, and Weymouth* Railway, and purchased Lands for the Construction of other Parts thereof, and have partly executed the Works thereof: And whereas by the *Great Western* Railway Act, 1851, of 14 and 15 Victoria, Chapter 48., the *Wilts, Somerset, and Weymouth* Railway Company were dissolved, and by or under that Act the Undertaking, Estates, Rights, and Powers of the *Wilts, Somerset, and Weymouth* Railway Company are vested in the *Great Western* Railway Company: And whereas the Portion between *Frome* and *Weymouth* of the *Wilts, Somerset, and Weymouth* Railway (and which Portion is in this Act called the *Frome, Yeovil, and Weymouth* Railway) is not constructed, and the whole of the Lands requisite for the Construction thereof have not been acquired by the *Great Western* Railway Company, and it is expedient that further Powers should be granted to the *Great Western* Railway Company for the compulsory Purchase of Lands for the Purposes of the *Frome, Yeovil, and Weymouth* Railway, and for the Construction and Completion of that Railway: And whereas a Bill is now pending in Parliament for incorporating and giving Powers to the *Frome, Yeovil, and Weymouth* Railway Company, and for enabling that Company to enter on the *Frome, Yeovil, and Weymouth* Railway, and to enter into Contracts with the *Great Western* Railway Company with reference to that Railway: And whereas the following Acts, some of them Local and Personal, and which in this Act are called the Canal Company's Acts, have been passed, to wit, the Acts relating to the Company of Proprietors of the *Kennet and Avon* Canal Navigation, of 34 George III., Chapter 90.; of 36 George III., Chapter 44.; of 38 George III., Chapter 18.; of 41 George III., Chapter 23.; of 45 George III., Chapter 70.; of 49 George III., Chapter 138.; and of 53 George III., Chapter 119.; and the Acts relating to the Navigation of the River *Kennet*, of 1 George I., Chapter

Chapter 24.; of 7 George I., Chapter 8.; of 3 George II., Chapter 35.; and of 1 and 2 William IV., Chapter 68.; and the Acts relating to the Navigation of the River *Avon*, of 10 Anne, Chapter 8., and of 47 George III., Chapter 129.; and the Acts relating to the *Avon and Gloucestershire* Railway, of 9 George IV., Chapter 94., and of 1 and 2 William IV., Chapter 12.: And whereas by an Agreement dated the First Day of *August* One thousand eight hundred and fifty-one, and made between the Committee of Management of the Affairs and Business of the Company of Proprietors of the *Kennet and Avon* Canal Navigation of the One Part and the Directors of the *Great Western* Railway Company of the other Part, an Agreement, subject to the Approval of Parliament, hath been entered into for the Transfer of the Undertaking and Property of the said Company of Proprietors, subject to the Debts, Charges, and Obligations of the said Company of Proprietors, to the *Great Western* Railway Company, and it is expedient that the Agreement be confirmed and carried into effect: And whereas by the *Great Western* Railway Amendment and Extensions Act, 1847, of 10 and 11 Victoria, Chapter 226., the *Great Western* Railway Company were empowered to carry Three several Roads over the Line of the *Great Western* Railway by means of Bridges, and to take Lands for that Purpose, but the *Great Western* Railway Company have not constructed such Bridges or taken the Lands requisite for the same, and it is expedient that further Powers should be granted for such Purpose: And whereas it is expedient that the *Great Western* Railway Company be empowered to construct a Railway near *Didcot* between the Main Line of the *Great Western* Railway and the *Oxford* Branch of that Railway: And whereas it is expedient that some of the Powers and Provisions of the Acts relating to the *Great Western* Railway Company should be amended and enlarged: And whereas such several Purposes cannot be effected 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.

I. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Great Western* Railway Act, 1852, No. 1."

8 & 9 Vict. cc. 18. and 20. incorporated with this Act.

II. "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with this Act.

As to Meanings of Words in this Act.

III. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are respectively

tively assigned shall have respectively in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Provisions of recited Acts extended to this Act.

IV. All the Provisions, Matters, and Things contained and expressed in the said recited Acts relating to the *Great Western* Railway and to the *Wilts, Somerset, and Weymouth* Railway respectively, so far as the same respectively are now unrepealed and in force, and are not inconsistent with or altered by the Provisions or Purposes of this Act, and save so far as the same are inconsistent with the Provisions of "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall respectively extend to this Act and the several Purposes thereof as fully and effectually as if the same Provisions, Matters, and Things were repeated and re-enacted in this Act, and had specific Reference thereto; and the Railways and Works by this Act authorized to be made shall, when so made, form Part of the Undertaking of the *Great Western* Railway Company accordingly.

And with respect to the *Frome, Yeovil, and Weymouth* Railway, be it enacted as follows, to wit:

Powers for compulsory Purchase of Lands extended.

V. The compulsory Powers under "The *Wilts, Somerset, and Weymouth* Railway Deviation Act, 1847," of the *Great Western* Railway Company for the Purchase of Lands between the Points referred to in such Act as No. 2, *Pitcombe*, and No. 1, *Rodden*, for the Purposes of the *Frome, Yeovil, and Weymouth* Railway, and the Works thereof, may be exercised within but shall not be exercised after the Expiration of Fifteen Months from the passing of this Act.

Power for Great Western Railway Company to enter into Contracts respecting Frome, Yeovil, and Weymouth Railway.

VI. The *Great Western* Railway Company may from Time to Time enter into any Contracts and Arrangements with any Person or Persons, Body or Bodies, for and with respect to the Construction and Completion at the Cost in part or in the whole of the contracting Parties, or either of them, or otherwise, of all or any Part of the *Frome, Yeovil, and Weymouth* Railway, and in consideration thereof or for such other Consideration as may be mutually agreed on, may grant to such Person or Persons, Body or Bodies, for such Time, and for such nominal or other Consideration, and subject to such Conditions and Provisions as may be mutually agreed on, all or any Part of the *Frome, Yeovil, and Weymouth* Railway, and all or any of the Tolls, Rates, and Duties that the *Great Western* Railway Company are or may be empowered to demand and take for or in respect of that Railway, and all or any of the Rights, Powers, and Privileges of the *Great Western* Railway Company with respect to that Railway.

VII. The

Great Western Railway Company may transfer Benefit of Contracts.

VII. The *Great Western* Railway Company may confer upon such Person or Persons, Body or Bodies, as aforesaid, and upon such Terms and Conditions as shall be mutually agreed on, the Benefit of all or any of the Contracts or Arrangements in any way relating to the *Frome, Yeovil, and Weymouth* Railway, and already or hereafter entered into by or with the *Great Western* Railway Company, or which for the Time being enure to their Use and Benefit, save and except any subsisting Contract or Contracts between the Corporation of *Weymouth* and the *Great Western* Railway Company and the *Wilts, Somerset, and Weymouth* Railway Company, or either of them, or the Directors thereof.

This Act not to prejudice Holders of Debentures.

VIII. This Act or anything herein contained shall not alter or prejudice any of the Rights of any Holder of Debentures issued under the Authority of the *Wilts, Somerset, and Weymouth* Railway Acts or either of them, but the *Great Western* Railway Company may indemnify such Person or Persons, Body or Bodies as aforesaid against such Rights.

And with respect to the Company of Proprietors of the *Kennet and Avon* Canal Navigation, be it enacted as follows, to wit:

Agreement between Canal Company and Great Western Railway Company for Transfer to Great Western Railway Company confirmed.

IX. The recited Agreement, dated the First Day of *August* One thousand eight hundred and fifty-one, between the Committee of Management of the said Company of Proprietors of the One Part and the Directors of the *Great Western* Railway Company of the other Part, is hereby confirmed, and that Agreement and the several Provisions thereof, and any Transfer made or to be made in pursuance thereof and in conformity therewith of the Undertaking and Property of the said Company of Proprietors, or any Part thereof, shall be binding upon the said Company of Proprietors and the *Great Western* Railway Company, and shall be carried into effect accordingly: Provided always, that those Companies, from Time to Time, with the Consent of Three Fifths at least of the Shareholders of those Companies respectively, present personally or by Proxy at a Meeting of each of those Companies specially convened for the Purpose, may make such Alterations in the Terms and Conditions of that Agreement, or of any Transfer to be made in pursuance thereof, as may be mutually agreed upon.

Form of Transfer.

X. Such Transfer by the said Company of Proprietors shall be by Deed duly stamped, in which the full Consideration shall be set forth, and may be in the Form in the Schedule to this Act annexed, or to the like Effect, with such Alterations therein or Additions thereto as the Circumstances of the Case or the Parties thereto may require, and such Transfer shall be under the respective Common Seals

of the said Company of Proprietors and the *Great Western* Railway Company.

Notice of Transfer.

XI. Forthwith after the Execution of the Transfer the *Great Western* Railway Company shall give Notice thereof by Advertisement in the "*London Gazette*," and also in Four Newspapers, one published in the County of *Berks*, another in the County of *Wilts*, another in the County of *Gloucester*, and the other in the County of *Somerset*.

Operation of Transfer.

XII. From and after the Execution of the Transfer all the Undertaking, Estates, Property, Effects, Rights, Interests, Claims, and Demands whatsoever of the said Company of Proprietors thereby expressed to be transferred shall be and remain vested in the *Great Western* Railway Company.

Not to prejudice existing Rights.

XIII. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Wilts and Berks* Canal Navigation by the several Acts of Parliament relating thereto.

As to Tolls to be taken on Kennet and Avon Canal between Semington and Dundas Aqueduct.

XIV. And whereas the *Wilts and Berks* Canal communicates with the *Kennet and Avon* Canal at *Semington*, and it is expedient that the Tolls charged in respect of Goods passing to or from the said *Wilts and Berks* Canal upon the said *Kennet and Avon* Canal, or any Part thereof between the said last-mentioned Place and the *Dundas* Aqueduct of the said Canal, should not exceed the Tolls hereinafter mentioned as long as the same or not higher Tolls shall be levied on the said *Wilts and Berks* Canal over a like Distance in respect of similar Descriptions of Goods: Be it therefore enacted, That if and so long as Tolls not exceeding the Tolls herein-after mentioned are levied for the Passage of similar Goods over a like Distance on the said *Wilts and Berks* Canal, or any Part thereof, it shall not be lawful for the *Great Western* Railway Company to demand or receive, in respect of the Goods herein-after specified passing to or from the *Wilts and Berks* Canal on the *Kennet and Avon* Canal, or any Part thereof between *Semington and Dundas* Aqueduct aforesaid, any greater Tolls than the Tolls following; that is to say, in respect of the Tonnage of all Articles passing to or from the *Wilts and Berks* Canal at *Semington* conveyed over the said Portion of Canal between *Dundas* Aqueduct and *Semington* as follows:

For all Hay, Straw, Dung, Peat, and Peat Ashes, and for all other Ashes intended to be used for Manure, and for all Chalk, Marl, Clay, and Sand, and for all Lime intended to be used for Manure, and for all other Articles intended to be used for Manure, and

for

for all Materials for the Repair of Roads, not exceeding One Halfpenny *per* Ton *per* Mile, and so in proportion for any greater or less Quantity than a Ton, or greater or less Distance than a Mile:

For all Coals, Coke, Culm, Cinders, Charcoal, Iron, Stone, Pig Iron, Iron Ore, Lead Ore, Copper Ore, Lime (except what shall be intended to be used for Manure), Limestone and other Stone, Bricks, and Tiles, not exceeding One Penny *per* Ton *per* Mile, and so in proportion for any greater or less Quantity than a Ton, or a greater or less Distance than a Mile:

For all Corn and other Grain, Flour, Malt, Meal, Timber, Bar Iron, and Lead, not exceeding One Penny Farthing *per* Ton *per* Mile, and so in proportion for any greater or less Quantity than a Ton, or a greater or less Distance than a Mile:

For all other Goods, Wares, Merchandise, and Commodities whatsoever in respect of which no other Toll, Rate, or Duty is hereinbefore made payable, not exceeding One Penny Halfpenny *per* Ton *per* Mile, and so in proportion for any greater or less Quantity than a Ton, or a greater or less Distance than a Mile.

Railway Company not to take Tolls for Boats, &c. passing on Kennet and Avon Canal, if Toll previously paid.

XV. It shall not be lawful for the said *Great Western* Railway Company at any Time after the passing of this Act to demand, receive, or take from any Person or Persons any Tolls, Rates, or Duties whatsoever for or in respect of any Boat, Barge, or other Vessel or Raft passing in either Direction through any Lock or Locks on the said *Kennet and Avon* Canal Navigation having no Lading or Burden, or conveying any Passengers on board the same, provided the said Boat, Barge, or other Vessel shall have paid Toll for Cargo previously conveyed on the same Voyage, or shall afterwards repass with Cargo on the same Voyage in respect of which Toll shall become payable to the *Great Western* Railway Company.

Powers of Canal Company may be exercised by Great Western Railway Company.

XVI. From and after the Execution of the Transfer all the Rights, Powers, Privileges, and Authorities by or under the Canal Company's Acts respectively conferred on or given to the said Company of Proprietors shall apply to and be vested in the *Great Western* Railway Company, and may be used, exercised, and enjoyed by that Company and the Directors thereof, and their Officers, Agents, and Servants respectively, and the Corporate Seal of that Company may be used when necessary in reference thereto in like Manner as if the *Great Western* Railway Company had been originally named in and authorized to execute those Acts.

Railway Company to discharge Liabilities of Canal Company.

XVII. From and after the Execution of the Transfer the *Great Western* Railway Company shall be subject and liable to all Covenants, Conditions, Agreements, Liabilities, Debts, Charges, and Restrictions

Restrictions to which the said Company of Proprietors was immediately before the Execution of the Transfer, or but for this Act or the Transfer would be or become subject or liable, and shall indemnify the several Proprietors of Shares in the Canal Company, and their respective Heirs, Executors, Administrators, Successors, and Assigns, Estates and Effects, from all such Covenants, Conditions, Agreements, Liabilities, Debts, Charges, and Restrictions, and all Costs, Charges, and Expenses by reason thereof, or of the Nonperformance or undue Performance thereof respectively; and any Action, Suit, Prosecution, or other Proceeding which but for the passing of this Act or the Transfer might be brought or commenced by or against the said Company of Proprietors in relation to such Covenants, Conditions, Agreements, Liabilities, Debts, Charges, and Restrictions may be brought or commenced by or against the *Great Western* Railway Company.

Actions, &c. by and against Canal Company not to abate.

XVIII. Any Action, Suit, Prosecution, or other Proceeding whatsoever, commenced either by or against the said Company of Proprietors previously to the Transfer, shall not abate or be discontinued by this Act or the Transfer, but on the contrary shall continue and take effect both in favour of and against the *Great Western* Railway Company in the same Manner to all Intents and Purposes as in case this Act had not passed the same would have continued and taken effect in favour of or against the said Company of Proprietors; and the Court in which any such Action, Suit, Prosecution, or other Proceeding is pending, or any Judge, may, upon the Application in a summary Way of any Party thereto, cause the Name of the *Great Western* Railway Company to be substituted for the Name of the said Company of Proprietors as Party to such Action, Suit, Prosecution, or other Proceeding, and the Name of the *Great Western* Railway Company shall after any such Substitution be used in such Action, Suit, Prosecution, or other Proceeding in like Manner as if the *Great Western* Railway Company instead of the said Company of Proprietors had originally been Party thereto.

Railway Company to pay yearly Sums on Shares to Canal Company.

XIX. In consideration of such Transfer by the said Company of Proprietors the *Great Western* Railway Company shall yearly and every Year after the Transfer well and truly pay unto every Person or Corporation who for the Time being is the registered Proprietor of any One or more of the Shares in the Canal Company the yearly Sum of Six Shillings in respect of every One such Share held by him.

Mode and Time of Payment of yearly Sums and Dividends.

XX. Every such yearly Sum or Dividend shall be paid at the principal Office or Place of Business of the *Great Western* Railway Company in or near *London* in net Money, clear of Income or Property Tax and all Deductions whatsoever, and shall be so paid to the registered

tered Proprietors by equal half-yearly Payments, up to the First Day of *January* and the First Day of *July* in every Year, or within Twenty-one Days thereafter, the first of such half-yearly Payments to be made up to such One of those Days as happens next after the Execution of the Transfer.

Remedies for Recovery of yearly Sums and Dividends.

XXI. In case Default be made in Payment of the yearly Sums or Dividends, or any Part thereof respectively, for Twenty-one Days after any First Day of *January* or any First Day of *July* in any Year, and after Demand in Writing thereof made after such Twenty-one Days, the same and all Arrears thereof may and shall be recovered, with all Costs, Charges, and Expenses occasioned by any such Default, by Action, Plaint, or Suit in any Court of competent Jurisdiction, or by Distress on any Goods, Chattels, or Effects of the said *Great Western* Railway Company.

Saving Rights of Sir Henry Willoughby, Baronet.

XXII. Provided always, That this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights of Sir *Henry Willoughby* Baronet, his Representatives or Assigns, in respect of the One Share in the River *Avon* Navigation now held by him or them, and the Provisions of the recited Agreement of the First Day of *August* One thousand eight hundred and fifty-one for his and their Protection shall be carried into effect accordingly, but nevertheless the *Great Western* Railway Company may, according to the Provisions of this Act, purchase that Share.

Saving Rights of Preference Shareholders of Great Western Railway Company.

XXIII. Provided always, That this Act or anything therein contained shall not prejudice or affect any Preference or Priority in the Payment of Interest and fixed Dividend on any Share or Stock in the *Great Western* Railway Company created before the passing of this Act, or any Annuity or Annuities granted or resolved to be created or issued by the *Great Western* Railway Company before the passing of this Act, or confirmed by any Act, or otherwise subsisting at the Time of the passing of this Act, but that all such Interest and fixed Dividend on such Shares or Stock, and such Annuity or Annuities respectively, shall take Precedence of the yearly Sums herein-before mentioned, as well as of the ordinary Shares or Stock of the *Great Western* Railway Company entitled to *pro ratâ* Dividend.

Penalty on Company giving undue Preference.

XXIV. The *Great Western* Railway Company, its Agents and Servants, shall not give any undue Preference to any Person's Vessels or Goods whatsoever as against any other Person's other similar Vessels or other similar Goods whatsoever as respects the Use of the said Canal or the Conveniences thereunto belonging; and in case the Lords of the Committee of Her Majesty's Privy Council appointed for Trade and Foreign Plantations shall, upon Complaint made to them,

them, and after Ten Days Notice of such Complaint given by them to the *Great Western* Railway Company of any alleged undue Preference made by the Company (such Notice specifying the undue Preference complained of), be of opinion that such alleged undue Preference is really an undue Preference within the Meaning of this Act, and shall signify such Opinion in Writing to the *Great Western* Railway Company, then in case the Company, its Agents or Servants, shall, after Five Days from the Declaration of such Opinion by the Lords of the said Committee, cause or permit any such undue Preference again to occur, the Company shall for every such Offence forfeit and pay a Sum not exceeding Twenty Pounds, to be recovered and applied in manner directed by the Companies Clauses Consolidation Act, 1845.

For regulating Tolls upon the Canal.

XXV. Provided always, That if at any Time Complaint shall be made to the Lords of the said Committee that the Amount of the Rates or Tolls receivable or claimable by the said Railway Company by virtue of this Act or of the said recited Acts for or in respect of the said Canal or any Part thereof, or of the several Vessels, or Articles, Matters, or Things, which shall be navigated, carried, or conveyed in, upon, or along the same, or any Part thereof, is such as, with reference to the Rates or Tolls taken and Carriage charged upon the said Railway, to operate prejudicially to the Persons using the said Canal, it shall be lawful for the Lords of the said Committee from Time to Time, when and as such Complaints shall be made, to examine and inquire, or to appoint some competent Person to examine and inquire, into such Complaints and the Grounds thereof, and after such Examination had to make Regulations from Time to Time as the said Lords of the said Committee shall think fit with respect to the Amount of all or any of the Rates or Tolls which shall be received or claimable by the said Railway Company for or in respect of the said Canal or any Part thereof, or of all or any Vessels, or Articles, Matters, or Things, which shall be navigated or carried or conveyed thereon, and by such Regulations to impose such Conditions and Restrictions with regard to the Amount of all or of any such Tolls or Rates as the said Lords of the said Committee shall think fit, having regard to the Tolls levied on the said Railway, and to the Tolls which it shall be lawful to levy on the said Canal by virtue of this or of the said recited Acts; and every such Regulation on being published in the "*London Gazette*" shall be binding upon the said Railway Company, and such Tolls or Rates as may be affixed thereby shall be recoverable by them until such Regulations shall be revoked or altered by the said Lords of the said Committee.

Board of Trade may

XXVI. If at any Time after the passing of this Act it shall appear to the Lords of the Committee to be necessary for the Interests of the Public,

Public, it shall be lawful for the said Lords of the Committee to require the said *Great Western* Railway Company to proceed forthwith to the Correction or Prevention of any Inconveniences or Evils by the said Lords of the Committee specified; and upon the Failure or Inability of the said Company to whom the same shall be made or apply to comply with the Requisitions of the said Lords of the Committee within the Period of Six Months from the Date of such Requisition in the Particulars aforesaid, it shall be lawful for the said Lords of the Committee to serve the said *Great Western* Railway Company with Notice to introduce into Parliament in the then existing Session, if Parliament should be sitting, and if not, in the next ensuing Session, a Bill or Bills for amending this Act in such Particulars as aforesaid, and thereupon the said *Great Western* Railway Company shall and they are hereby required to introduce such Bill or Bills, and duly to prosecute the same, in default whereof it shall be lawful for the said Lords of the Committee to introduce or prosecute (as the Case may be) such Bill or Bills at the Expense of the said Railway Company.

require Inconveniences and Evils to be remedied.

XXVII. The said *Great Western* Railway Company shall from Time to Time, and at all Times from and after the passing of this Act, keep and maintain the said Canal and every Part thereof, and all the Works thereto belonging, well and sufficiently repaired, dredged, cleansed, scoured, and in good Order and Condition, and preserve the Supplies of Water to the same, so that the same Canal and every Part thereof may at all Times be kept open and navigable for the Use of all Persons desirous to use and navigate the same, and that without any Hindrance, Interruption, or Delay, but subject nevertheless to the Provisions and Restrictions in this Act, or in any of the said recited Acts contained, for the Recovery of the Rates and Dues payable in respect thereof.

Canal to be kept open and in good Repair.

And with respect to the Alteration of Roads, be it enacted as follows, to wit:

XXVIII. The compulsory Powers of the *Great Western* Railway Company granted by the *Great Western* Railway Amendment and Extensions Act, 1847, for the Purchase of Lands for the Purposes of the Three several Roads in that Act and in this Act respectively mentioned, may for the Purposes of this Act with respect to the Alterations of those Roads be exercised within but shall not be exercised after the Expiration of Two Years from the passing of this Act.

Powers for compulsory Purchase of Lands limited.

XXIX. The Alteration of Roads by the *Great Western* Railway Amendment and Extensions Act, 1847, and this Act respectively authorized, may and shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers of

Period for Alteration of Roads.

of the *Great Western* Railway Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Alteration of Roads.

XXX. The Alteration of Roads by this Act authorized are the following, to wit: the *Great Western* Railway Company may, according to the Provisions of the *Great Western* Railway Amendment and Extensions Act, 1847, as amended by this Act, carry over the *Great Western* Railway by means of Bridges, with all necessary Approaches to the same respectively, the Three several Roads following, to wit:

First, the Road which crosses the *Great Western* Railway in the Parish of *Ealing* in the County of *Middlesex*, at a Distance of Six Miles and a Half or thereabouts from *London* on that Railway:

Second, the Road which crosses that Railway in the Parish of *Langley Marish* otherwise *Langley Marsh* in the County of *Middlesex* at the *Langley* Station, at a Distance of Sixteen Miles or thereabouts from *London* on that Railway;

Third, the Road which crosses that Railway in the Parish of *Basildon* in the County of *Berks*, at a Distance of Forty-three Miles and a Half or thereabouts from *London* on that Railway.

And with respect to the Railway near *Didcot*, be it enacted as follows, to wit:

Power to execute Works and take Lands near Didcot.

XXXI. Whereas Plans and Sections of the intended Railway showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands through and in which the same is intended to pass and be made, have been deposited with the Clerk of the Peace for the County of *Berks*: Therefore, subject to the Provisions of this Act, the *Great Western* Railway Company may make and maintain the intended Railway in the Lines, and according to the Levels, and in and upon the Lands delineated on those Plans and described in those Books of Reference, and may enter upon, take, and use such of those Lands as shall be necessary for the Purpose.

Works authorized near Didcot.

XXXII. The new Railway by this Act authorized shall be the following, to wit: a Railway between the Main Line of the *Great Western* Railway at or near the Boundary of the Parishes of *South Moreton* and *East Hagborne*, otherwise called *Church Hagborne*, and the *Oxford* Branch of the *Great Western* Railway at or near the Boundary of the Parishes of *Dudcot* otherwise *Didcot* and *Sutton Courtney*, and which Railway, and the Approaches, Works, and Conveniences

veniences thereof, will be situate in the several Parishes and Townships of *East Hagborne* otherwise *Church Hagborne*, *Dudcot* otherwise *Didcot*, and *Sutton Courtney*, some or One of them, all in the County of *Berks*.

Powers for Completion of Purchase of Lands near Didcot limited.

XXXIII. The compulsory Powers of the *Great Western* Railway Company for the Purchase of Lands for the Purposes of the new Railway by this Act authorized shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for Completion of Works near Didcot.

XXXIV. The new Railway by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers of the *Great Western* Railway Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Tolls on Railway near Didcot.

XXXV. The *Great Western* Railway Company may from Time to Time demand and receive in respect of the new Railway by this Act authorized the same Tolls and Charges as are by the *Great Western* Acts or any of them authorized to be demanded and received for and in respect of the *Oxford* Branch of the *Great Western* Railway.

And with respect to sundry Matters, be it enacted as follows, to wit:

Gauge of Railways.

XXXVI. The Railways by this Act authorized shall be constructed on the Gauge of Seven Feet.

Parties aggrieved by Extension of Time being granted may have Compensation for additional Damage.

XXXVII. That the Justices, Arbitrators, Umpires, or Juries respectively, as the Case may be, who, under the Provisions of "The *Wilts*, *Somerset*, *and Weymouth* Railway Deviation Act, 1847," or "The *Great Western* Railway Amendment and Extensions Act, 1847," shall award or assess the Compensation to be made by the Company to the Owners or Occupiers of or other Persons interested in any of the Lands for the Purchase of which the respective Periods are by this Act extended, and which shall be taken or used for the Purposes of the Railways or Works by those Acts respectively authorized, or which may be injuriously affected by the Construction thereof, shall, in estimating the Amount of such Compensation, have regard to and make Compensation for the additional Damage (if any) sustained by such Owners, Occupiers, or other Persons by reason of the Extension of such respective Periods hereby authorized as aforesaid.

Existing Contracts and Notices to take Lands not to be affected.

XXXVIII. That the Extension hereby authorized of the Periods aforesaid for the compulsory Purchase of Lands shall not in anywise prejudice or affect any Contract entered into or Notice given by the Company before the passing of this Act for purchasing, taking, or using any Lands which such Company is entitled to purchase, take, or use, but every such Contract and Notice respectively shall be construed and shall take effect, and the same Proceedings shall be had thereunder, and all Parties thereto shall be entitled to the same Rights and Remedies in respect thereof, both at Law and in Equity, as if such Extension of the respective Periods had not been authorized as aforesaid.

Power to raise additional Capital by Creation of new Shares.

XXXIX. That for the Purpose of making and working the Railway or Railways by this Act authorized it shall be lawful for the said *Great Western* Railway Company from Time to Time to raise by creating new Shares, in addition to the Sums of Money which they are authorized to raise under and by virtue of the Acts relating to their Undertaking herein-before recited, or any of them, or which they may be authorized to raise under or by virtue of any other Act to be passed in the present Session of Parliament, any Sum of Money not exceeding in the whole the Sum of Ten thousand Pounds.

Mode in which new Shares are to be allotted.

XL. That the new Shares so to be created shall be of such nominal Value as the Company may determine, and shall be allotted to and amongst such Persons as the Company may determine, such Shares to be allotted at such Times and in such Manner as the Company may direct.

Calls.

XLI. That Five Pounds *per* Share shall be the greatest Amount of any One Call which the *Great Western* Railway Company may make on the Shareholders in respect of the Money by this Act authorized to be raised, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share, and Two Months at the least shall be the Interval between successive Calls.

Interest not to be paid on Calls paid up.

XLII. That it shall not be lawful for the *Great Western* Railway Company, out of any Money by this Act or any other Act relating to the said Company, authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of

of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of the Company's Capital.

XLIII. That it shall not be lawful for the *Great Western* Railway Company, out of any Money by any existing Act relating to the said Company authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining any Act authorizing the said Company to construct any other Railway, or execute any other Work or Undertaking.

Saving Rights of London and South-western Railway Company.

XLIV. Provided always, That this Act or anything therein contained, and if the pending Bill for the Incorporation of the *Frome, Yeovil, and Weymouth* Railway Company pass into a Law in the present Parliament, such Act or anything therein contained, shall not take away, lessen, alter, prejudice, or affect any of the Rights, Powers, Authorities, or Privileges whatsoever of the *London and South-western* Railway Company, except only so far, if at all, as by such Act for the Incorporation of the *Frome, Yeovil, and Weymouth* Railway Company it is expressly enacted that the *London and South-western* Railway Company shall not enforce against the *Great Western* Railway Company any Claim or Demand touching any of the Subject Matters of any of the Provisions of such Act.

Saving Rights of the Somersetshire Coal Canal Company.

XLV. That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, and Authorities vested in the Company of Proprietors of the *Somersetshire* Coal Canal Navigation by the several Acts of Parliament relating thereto.

Railway not exempt from Provisions of existing General Acts.

XLVI. This Act or anything therein contained shall not exempt the Railway or the *Great Western* Company from the Provisions of the Acts of 1 and 2 Victoria, Chapter 98.; of 5 and 6 Victoria, Chapter 55.; of 7 and 8 Victoria, Chapter 85.; of 9 and 10 Victoria, Chapter 57.; and of 14 and 15 Victoria, Chapter 64.; but such Provisions shall be in force in respect to the Railway and that Company so far as the same are applicable thereto.

Railway not exempt from Provisions of future General Acts.

XLVII. This Act or anything therein contained shall not exempt the Railway from the Provisions of any General Act relating to the recited Act or this Act, or of any General Act relating to Railways, or to the better and more impartial Audit of Accounts of Railway Companies,

panies, now in force or which may hereafter pass during the present or any future Session of Parliament.

Expenses of Act.

XLVIII. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the *Great Western* Railway Company.

SCHEDULE.

Form of Transfer by Canal Company to Great Western.

In pursuance of "The Great Western Railway Act, 1852, No. 1," the Company of Proprietors of the Kennet and Avon Canal Navigation, in consideration of , transfer to the Great Western Railway Company, and that Company accept the Transfer of [*here state what is to be transferred*], subject to all the Mortgages, Charges, Incumbrances, Claims, and Demands affecting that Canal Company or the Property thereof [*here express any Conditions, Restrictions, Covenants, or Provisions mutually agreed on*]. As witness the Common Seals of the Two Companies this Day of in the Year of our Lord One thousand eight hundred and

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