# CHAPTER ccxxxv.

An Act for conferring further powers upon the Great Western Railway Company in connexion with their own and other undertakings and upon them and other Companies in connexion with undertakings in which they are jointly interested; for vesting in the Great Western Railway Company the undertakings of the Coleford Railway Company and the Bristol and North Somerset Railway Company; for authorising and confirming Agreements between the Great Western Railway Company and other Companies; and for other purposes. A.D. 1884.

[7th August 1884.]

WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to make and maintain the railways and to execute the other works and exercise the powers by this Act respectively authorised and conferred 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: (Railways and other works.)

And whereas it is expedient that the Rhymney Railway Company (in this Act called "the Rhymney Company") should be empowered to make the deviation herein-after described of the Railway No. 2 authorised by the Rhymney Railway Act 1882 and of which authorised railway when constructed and opened for traffic the Company and the Rhymney Company will be joint owners: (Company and Rhymney Company.)

And whereas it is expedient that the Company and the Metropolitan Railway Company (in this Act called "the Metropolitan Company") should for purposes connected with their Hammersmith and City Railway be empowered to acquire the lands herein-after described in that behalf: (Company and Metropolitan Company.)

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(Deposit of plans &c.)

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

(Coleford and North Somerset vestings.)

And whereas the railways of the Coleford Railway Company (in this Act called "the Coleford Company") and the railways of the Bristol and North Somerset Railway Company (in this Act called "the North Somerset Company") are respectively under the authority of Parliament worked by the Company and it is expedient that the undertaking of each of those companies should be transferred to and vested in the Company and worked and managed by them as part of their undertaking:

(Subscription to other companies.)

And whereas it is expedient that the Company should be empowered to subscribe or contribute to the capital of or to lend or advance money on the security of the mortgages or debenture stock of the Staines and West Drayton Railway Company and the Princetown Railway Company respectively:

(Agreements confirmed.)

And whereas it is expedient that the several agreements set forth in the Fourth Fifth and Sixth Schedules to this Act and made between the Bala and Festiniog Railway Company of the first part Henry Robertson of the second part the Company of the third part the Vale of Llangollen Railway Company of the fourth part the Llangollen and Corwen Railway Company of the fifth part and the Corwen and Bala Railway Company of the sixth part and between the Bala and Festiniog Railway Company of the first part the Company of the second part the Vale of Llangollen Railway Company of the third part the Llangollen and Corwen Railway Company of the fourth part and the Corwen and Bala Railway Company of the fifth part and between the Company on the one hand and the Witney Railway Company on the other hand should respectively be confirmed:

(Stratford and Moreton Tramway.)

And whereas it is expedient that the Company should be empowered to act as carriers on their Stratford and Moreton Tramway and to work certain parts thereof by means of locomotive engines or other mechanical power and that further powers should be conferred upon the Company with reference to the said tramway as herein-after contained:

(Steam rollers &c.)

And whereas it is expedient that further and more effectual provision should be made with respect to the passage of traction engines steam rollers and other heavy vehicles across the railways of the Company and over bridges belonging to them or which they are liable to repair:

(Milford Haven.)

And whereas it is expedient that further provision should be made for the enforcement of byelaws with reference to the management use and safety of the Company's landing places and other works at Milford Haven and the navigation anchorage and mooring of vessels at and near thereto:

(Amendment of Acts.)

And whereas it is expedient that some of the provisions of the existing Acts relating to the Company should be amended as hereinafter provided:

(Additional capital and application of funds.)

And whereas it is expedient that the Company should for the purposes herein-before mentioned be empowered to raise further sums of money and that those companies and the other companies herein-after named in that behalf should respectively be empowered to apply their funds as herein-after provided:

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 (No. 1) Act 1884.

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 Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883:

The Railways Clauses Consolidation Act 1845:

Part I (relating to the construction of a railway) Part II (relating to extension of time) Part III (relating to working agreements) 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;

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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:

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 expressions "parish clerks" and "clerks of the several parishes" in sections seven eight and nine of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or extra-parochial places in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or extra-parochial place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively:

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

Power to make railways.

**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 hereinafter described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating

thereto as may be required for those purposes and for the general purposes of their undertaking:

The railways herein-before referred to and authorised by this Act are:—

1. A railway (No. 1) two furlongs seven chains and twenty links in length to be wholly situate in the parish of Didcot in the county of Berks commencing by a junction with the Company's main line of railway and terminating by a junction with the Oxford Branch Railway of the Company:

   Provided always that notwithstanding anything shown on the deposited sections the said Railway No. 1 shall not be carried on the level across the Company's siding numbered on the deposited plans 1 in the said parish of Didcot:

2. A railway (No. 2) seven miles and six chains in length commencing in the parish of Kemble in the county of Wilts by a junction with the Company's railway from Swindon to Gloucester and terminating in the parish of Long Newnton in the same county at the northern side of the public carriage road leading from Tetbury to Malmesbury and about four chains north-westward of the Tetbury Cottage Hospital:

3. A railway (No. 3) six furlongs five chains and thirty links in length wholly situate in the parish of Saint Woollos in the county of Monmouth commencing by a junction with the main line of the Company's South Wales Railway and terminating by a junction with the Western Valleys section of the Company's Monmouthshire Railway:

   Provided always that the Company shall grant to the Pontypridd Caerphilly and Newport Railway Company (hereinafter called the Pontypridd Company) free of charge an easement over so much of the land acquired by the Company for the purpose of constructing the said Railway No. 3 as may be necessary to enable the Pontypridd Company to construct the railway authorised by the Pontypridd Caerphilly and Newport Railway Act 1883 with a double line of rails in accordance with the provisions of that Act but in the event of the Pontypridd Company hereafter requiring to widen their railway so far as it passes over the said Railway No. 3 they shall be entitled to do so at their own cost without opposition on the part of the Company All the terms and conditions of such widening if not agreed upon to be settled by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859.

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4. A railway (No. 4) one furlong five chains and sixty-seven links in length in substitution for a portion of the Company's Nant-y-glo Branch Railway wholly situate in the parish of Aberystruth in the county of Monmouth commencing and terminating by junctions with the said branch railway Provided always that the Company shall not enter upon take or use the property numbered on the deposited plans 3 in the parish of Aberystruth.

Railways to be part of Company's undertaking.

**5.** The railways shall for all purposes including the demanding and recovering of tolls and charges be deemed to be part of the Company's undertaking Provided always that the tolls rates and charges to be demanded and recovered in respect of the railways and the traffic thereon shall not exceed as follows:—

With respect to Railways 1 and 2 the tolls rates and charges prescribed by the Great Western Railway Amendment and Extensions Act 1847:

With respect to Railway 3 the tolls rates and charges prescribed by the South Wales Railway Consolidation Act 1855:

With respect to Railway No. 4 the tolls rates and charges prescribed by the Monmouthshire Railway and Canal Act 1853.

For the protection of Lord Tredegar.

**6.** The Company shall not without the consent in writing of the Right Honourable Godfrey Charles Lord Tredegar or other the owner or owners for the time being of Tredegar Park enter upon take or use any greater quantity of the lands in the parish of Saint Woollos aforesaid belonging to the said Lord Tredegar or other the owner or owners aforesaid than may be reasonably required for the purpose of constructing the Railway No. 3 by this Act authorised as a double line of railway with such sidings as shall be necessary in connexion with and for the proper use and working of the said intended junction of that railway with the South Wales Railway of the Company Any difference under this section shall be settled by an engineer to be appointed on the application of either party by the Board of Trade and the decision of such arbitrator shall be final and the costs of the arbitration shall be in his discretion.

For protection of Commissioners of Caldicot and Wentlooge sewers.

**7.** For the protection of Her Majesty's Commissioners of Sewers for the levels of the hundreds of Caldicot and Wentlooge in the county of Monmouth (herein-after referred to as "the Commissioners") the following provisions shall have effect (that is to say):—

(A) The reens and waterways in the parish of Rogiett shall be altered and connected in the manner shown on the plan marked

B signed in duplicate by Henry Stafford Gustard on behalf of the Commissioners and by William George Owen on behalf of the Company one copy of which has been deposited with the clerk of the Commissioners and the other copy with the secretary of the Company and such reens and waterways shall be altered and connected to the reasonable satisfaction of the surveyor of the Commissioners:

(B) In the event of any difference arising between the Commissioners and the Company or between the surveyor of the Commissioners and the principal engineer of the Company as to any of the matters referred to in this section the same shall be referred to the President of the Institution of Civil Engineers for the time being or him failing to an arbitrator to be appointed by the Board of Trade on the application of either party whose decision shall be binding and conclusive.

Inclinations of certain roads.

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

| No. on deposited Plan. | Parish. | Description of Road. | Intended Inclination. |
|---|---|---|---|
| 9 | Didcot - - - | Public road - - | 1 in 14 on one side and 1 in 37 on the other |
| 26 | Kemble - - - | Public road - - | 1 in 9 on one side and level on the other |
| 13 | Rodmarton - - | Public road - - | 1 in 10 on one side and level on the other |
| 1 | Aberystruth - - | Public road - - | 1 in 17.5 on one side and level on the other |
| 1,11<br>12.13 | Llantwit-juxta-Neath - | Public road - - | 1 in 15.25 on one side<br>1 in 83.5 on the other |

Heights and spans of certain bridges.

**9.** The Company may make the arches of the bridges for carrying the undermentioned railways over the roads next herein-after mentioned of any heights and spans not less than the heights

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and spans herein-after mentioned in connexion with those roads respectively (that is to say) :—

| No. on deposited Plan. | Parish. | Description of Road. | Height. | Span. |
|---|---|---|---|---|
| | | Railway No. 2. | | |
| 20 | Kemble - - | Disturnpiked road | 15 feet | 20 feet |
| 13 | Rodmarton - - | Public road - | 15 feet | 15 feet |
| 22 | Rodmarton - - | Public road - | 15 feet | 20 feet |
| 31 | Rodmarton - - | Public road - | 15 feet | 20 feet |
| | | Railway No. 4. | | |
| 27 | Aberystruth - - | Public road - | 14 feet | 30 feet |

Widths of certain roadways.

**10.** The Company may make the roadway over the bridges by which the following roads will be carried over the undermentioned railways of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after specified (that is to say) :—

| No. on Plan. | Parish. | Description of Roadway. | Width of Roadway. |
|---|---|---|---|
| | | Railway No. 1. | |
| 9 | Didcot - - - | Public road - - | 15 feet |
| | | Railway No. 2. | |
| 26 | Kemble - - | Public road - - | 15 feet |
| 6 | Tetbury - - - | Public road - - | 20 feet |
| 2 | Long Newnton - - | Public road - - | 20 feet |

Period for completion of railways.

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

Imposing penalty unless railways opened.

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

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway or railways in reference to which the penalty has been incurred in accordance with the provisions of the next following section of this Act or by the Solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in section three 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 and with the privity of Her Majesty's Paymaster-General on behalf of the Chancery Division of the High Court of Justice 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 uncompleted railway or 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.

Providing for 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 railway or railways in respect of which the penalty has been incurred or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act 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 Chancery Division of the High Court of Justice 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 either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the

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application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Land for extraordinary purposes.

**14.** The further quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed six acres.

Power to make new roads. Alterations of roads footpaths &c.

**15.** Subject to the provisions of this Act the Company in the lines and according to the levels shown upon the deposited plans and sections relating thereto may make the new roads and alterations of roads and may make the new footpaths and may stop up and discontinue the portions of roads and footpaths and exercise the other 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 as may be required for those purposes (that is to say) :—

They may in the parish of Buckland Monachorum in the county of Devon make a new road on the western side of and adjacent to their South Devon and Tavistock Railway commencing at a point about five chains southward of the junction of the Princetown Railway with the South Devon and Tavistock Railway and terminating by a junction with the public road leading from Plymouth to Princetown at a point about thirty yards to the westward of the bridge which carries the said road across the Leat numbered on the deposited plans 12 in the parish of Buckland Monachorum where it passes over the Yelverton Tunnel and the said road shall notwithstanding anything shown on the deposited sections be constructed according to the levels shown on a section signed by the Honourable William Henry Berkeley Portman the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred and deposited in the Private Bill Office of that House and shall be carried across such Leat by a bridge of not less than five feet span two feet high and sixteen feet wide Provided always that the Company shall not under the powers of this Act take more of the common or commonable lands known as Roborough Down than a quarter of an acre :

They may stop up and discontinue—

(1) So much of the road and footpath in the parish of Didcot in the county of Berks which passes under the Oxford Branch Railway of the Company and also under the loop line of the Company near Didcot as lies between the gate across the road giving access to Foxall Farmyard and a point about one chain eastward of the bridge which carries the said loop line over the first-mentioned road and footpath And they may in lieu thereof make a new road to be situate wholly in the parish of Didcot commencing by a junction with the existing road at the point last above described and terminating by a junction with the road from Wantage and Didcot to Wallingford about two chains northward of the point where that road passes under the Company's main line of railway near to the eastern end of the Didcot passenger station:

(2) So much of a certain highway or road called or known as Rodbourn Lane situate in the parish of Swindon in the county of Wilts as crosses the railway of the Company from Bristol to London on the level at or near the Company's workshops And they may in lieu thereof make a new road not less than twenty feet in width wholly in the said parish of Swindon commencing at a point on the existing road about seven chains northward of the Company's railway and terminating at a point on the said existing road about two and a half chains southward of the Company's railway:

(3) So much as lies between the boundaries of the Company's property of the footpath in the parish of Trowbridge in the county of Wilts which crosses the railway of the Company on the level at a point about thirteen yards south-eastward of the mile-post indicating one hundred and six and a quarter miles from Paddington and so much as lies between the boundaries of the Company's property of the footpath in the said parish and county which crosses the railway of the Company on the level at a point about sixty-eight yards south-eastward of the mile-post indicating one hundred and six and a quarter miles from Paddington And they may in lieu thereof make a footbridge commencing by a junction with the existing footpath about ten yards westward of the last-mentioned level crossing and terminating by a junction with the existing footpath about ten yards eastward of the said level crossing:

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(4) So much as lies between the boundaries of the Company's property of the following footpath and roads in the parish of Saint George in the county of Gloucester which cross the Bristol and South Wales Union Railway of the Company on the level (that is to say) :—

(*a*) The footpath which crosses the said railway about one chain southward of the mile-post on the said railway indicating one and a half miles from Bristol :

(*b*) The road which crosses the said railway about three and a half chains southward of the said mile-post :

(*c*) The road which crosses the said railway about one and a half chains southward of the said mile-post and a right of way or alleged right of way immediately adjoining thereto and to the southward thereof :

(*d*) The road which crosses the said railway about half a chain northward of the said mile-post :

And they may in lieu of the said last-mentioned portions of footpath and roads so to be stopped up make a new road commencing by a junction with the existing road leading to Saint Mark's Church Lower Easton at a point near a row of houses called Marshfield Terrace and terminating at a point in Owen Street near Owen Square Upper Easton Road :

(5) So much as lies within the boundaries of the Company's property of the road in the parish of Rogiett in the county of Monmouth which crosses the South Wales Railway of the Company on the level and which passes through a cattle-creep or archway under the said South Wales Railway at a point about four chains eastward of the mile-post on the said railway indicating one hundred and forty-eight and three-quarter miles from Paddington and they may stop up the said cattle-creep or archway And they may in lieu thereof and of the said road make a new road not less than fifteen feet in width commencing by a junction with the existing road about one hundred and ninety yards northward of the northern fence of the said railway and terminating by a junction with the said existing road about one hundred and ninety yards southward of the southern fence of such railway :

(6) So much as lies within the boundaries of the Company's property and of the Princetown Railway Company's property or either of them of a right or alleged right of way in the parish of Buckland Monachorum in the county of Devon

across the Company's South Devon and Tavistock Railway and the Princetown Railway or either of them on the level between the point where the Princetown Railway joins the said South Devon and Tavistock Railway and a point about eight chains southward thereof:

(7) So much as lies between the boundaries of the Company's property of the road in the parish of Aberystruth in the county of Monmouth which crosses the Nant-y-glo branch of the Company's railway on the level at the southern end of the Abertillery Station on that branch railway And they may in lieu thereof make a new road not less than twenty feet in width commencing by a junction with the existing road at or near the western side of the point where the said road crosses the said branch railway at the northern end of the said station and terminating by a junction with an existing road immediately to the eastward of the level crossing at the southern end of such station:

Provided always that the said new road shall be constructed so as to terminate as near as may be to the point marked E on the deposited plans without interfering with the access to the Company's goods yard:

(8) So much of the road in the parish of Lantwit-juxta-Neath in the county of Glamorgan leading from Neath to Resolven which crosses the Vale of Neath Railway of the Company on the level at or near Tydu as extends from a point about one and a half chains northward of the northern gate at the crossing of the said railway by the said road to a point about one chain southward of the southern gate at the said crossing And they may in lieu thereof make a new road not less than fifteen feet in width wholly in the said parish of Lantwit-juxta-Neath commencing at a point about thirteen chains north-west of the said northern gate by a junction with the existing road at or near a bye-road leading northwards to the side of the Neath Canal and terminating by a junction with the existing road at a point about three chains to the south of the said southern gate at or near the junction of the road leading to the farm called Tydu.

For protection of the Abertillery Local Board.

**16.** In constructing the works in the parish of Aberystruth by this Act authorised the following provisions for the protection of the local board for the district of Abertillery shall be observed and have effect:—

1. The Company shall upon their own land provide a new road between the western end of Bush Hill and the western end of

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King Street of as great a width as possible without preventing the laying of a siding between the Company's existing railway and the said new road:

2. So soon as the said new road is completed and opened to the public all rights of way over so much of the existing road as lies between the said points and over the land which lies between the said existing railway on the west and the said new road and the existing road between the western end of King Street and the western end of Hill Street on the east shall be extinguished and subject to the next following provision the Company may appropriate and apply the same to the purposes of their undertaking:

3. Provided always that the Company shall leave unappropriated so much of the said land as will allow of the said existing road between King Street and Hill Street being formed and maintained of a width of not less than fifteen feet.

Power to deviate in construction of new roads &c.

**17.** The Company may in constructing the new roads footpaths and other 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 subject to the provisions herein-before contained with respect to the new road in the parish of Buckland Monachorum deviate from the levels of the new roads shown on the deposited sections to any extent not exceeding five feet but not so as to increase the rate of inclination of any new road as shown on the said sections.

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

**18.** 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 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 are or if and when under the powers of this Act they become the owners of the lands on both sides thereof be wholly and absolutely vested in the Company and they may appropriate the same to the purposes of their undertaking.

Extinguishment of rights of way.

**19.** All rights of way over or along the several roads footpaths or other highways or portions thereof 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 be stopped up till new roads opened.

**20.** No road or footpath or portion of road or footpath which is by this Act authorised to be stopped up shall be so stopped up unless and until the new road or footpath footbridge or other work (if any) which is by this Act authorised to be substituted therefor is completed and opened to the public.

Provision as to repair of new roads.

**21.** The new roads and footpaths to be made under the authority of this Act (except the stone iron or other structure of any bridge carrying the same over any railway which structure shall be repaired and maintained by and at the expense of the company or companies owning such railway) shall when made and completed respectively from time to time be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as the roads and footpaths for which the same are respectively substituted are now repaired or maintained:

If any question shall arise between any such company and any of such parties as to the due completion of any new road or footpath such question shall from time to time be determined by two justices on the application of either of the parties in difference and after not less than seven days' notice to both parties of the sitting of such justices for the purpose and the certificate of such justices of the due completion of such new road or footpath shall be conclusive evidence of the fact so certified.

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

**22.** The Company may enter into and carry into effect agreements with the parties having the charge management or control of such roads footpaths or other 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 footpath or highway to be substituted therefor and with reference to any other matters relating thereto and if so agreed the Company may delegate to such parties as aforesaid the power of constructing all or any of such new roads footpaths or highways in which they may be interested.

Power to Company to acquire additional lands for general purposes.

**23.** Subject to the provisions of this Act and in addition to the other lands which they 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 and described in the deposited books of reference respectively relating thereto (that is to say):—

Certain lands in the parishes of Didcot and Sutton Courtney in the county of Berks on the western side of and adjacent to

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the Oxford Branch Railway of the Company and extending for a distance of about twenty-eight chains southward and one and a half chains northward of the North Fork signal box on the said railway:

Certain lands in the parish of Taunton Saint James in the county of Somerset on the southern side of the Company's Bristol and Exeter Railway and adjacent thereto and extending for a distance of about thirteen chains eastward of the level crossing at the south-eastern end of Taunton Station:

Certain other lands in the same parish and county on the southern side of the said railway and adjacent to the goods yard at Taunton Station and lying between the said goods yard and the road leading from Taunton to Kingston: and

Certain other lands in the same parish and county on the southern side of the said railway and lying between the footpath which crosses such railway on the level about nineteen chains northward of the platforms at Taunton Station and the said goods yard:

Certain lands in the parishes of Bradninch Broadclist and Cullompton in the county of Devon on each side of the Company's railway from Bristol to Exeter and adjoining thereto and extending for a distance of about eighteen chains eastward of the eastern end of the platform at the Hele and Bradninch Station on the said railway:

Certain lands in the parish of Phillack in the county of Cornwall on the south side of the Company's West Cornwall Railway and adjacent thereto and extending for a distance of about five chains westward and about sixteen chains eastward of the western end of the Guildford Viaduct on the Company's said railway:

Certain lands in the parish of Redruth in the county of Cornwall on the south side of the Company's West Cornwall Railway and adjacent thereto and extending for a distance of about three chains westward and about ten chains eastward of the western end of the Redruth Viaduct on the Company's said railway:

Certain lands in the parishes of Kenwyn and Kea in the county of Cornwall on the south side of the Company's West Cornwall Railway and adjacent thereto and extending from the eastern end of the down platform of the Company's station at Chacewater to about nine chains eastward of the eastern end of the Chacewater Viaduct on the Company's said railway:

Certain lands in the said parish of Kenwyn on the south side of the Company's West Cornwall Railway and adjacent thereto and extending for a distance of about seven chains westward and thirteen chains eastward of the western end of the Penwithers Viaduct on the Company's said railway:

Certain lands in the parish of Bassaleg in the county of Monmouth on each side of the Western Valleys Line of the Company's Monmouthshire Railway and adjacent thereto and extending for a distance of about fifty chains south-eastward of the southern side of the bridge which carries the road at the Tydu Station over the said railway:

Certain lands in the parishes of Llanhilleth and Mynyddislwyn in the county of Monmouth on each side of the said Western Valleys Line and adjacent thereto and extending for a distance of about fifteen chains northward from the mile-post on the said railway indicating fourteen miles from Newport:

Certain lands in the parish of Merthyr Tydfil in the county of Glamorgan on each side of the Company's railway from Pontypool to Quaker's Yard and Aberdare and adjacent thereto part thereof lying on the northern side of the said railway between the eastern end of the shelter shed at the Quaker's Yard Station thereon and a point thirty-seven chains or thereabouts to the eastward of the said shelter shed measured along the said railway and the other part thereof being on the southern side of the said railway between a point opposite the eastern end of the shelter shed above described and a point twenty chains or thereabouts to the eastward of the eastern end of the said shelter shed measured along the railway.

Period for compulsory purchase of lands by Company.

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

Power to owners to grant easements to Company.

**25.** Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes or under the powers of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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

**26.** And whereas in the construction by the Company of the railways and works herein-before authorised or otherwise in the exercise by the Company of the foregoing powers of this Act it may happen that portions only of the lands or other buildings or manufactories shown on the deposited plans will be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto:

Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands buildings or manufactories described in the First Schedule to this Act and whereof portions only are required for the aforesaid purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise:

Provided always that if in the opinion of the jury arbitrators or other authority as aforesaid any such portions cannot be severed from the remainder of such properties without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice.

Notice to be given of taking houses of labouring classes by Company.

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

Company to procure accommoda-

**28.** Before taking in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring

classes as tenants or lodgers who may for the time being be occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall (unless the Company and such persons otherwise agree) procure sufficient accommodation elsewhere for such persons Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice:

Provision for persons of labouring classes to be displaced.

And the Company may for the purpose of procuring such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase by agreement such further lands as may be necessary for such purpose and may on such lands erect labouring-class dwellings and may let or otherwise dispose of such lands and dwellings and may apply for the purposes of this section or any of them any moneys they may have already raised or are authorised to raise.

Power to Rhymney Company to make deviation railway.

**29.** Subject to the provisions of this Act the Rhymney Company may make and maintain in the lines shown on the deposited plans and according to the levels shown on the deposited sections the deviation railway herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose:

The Deviation Railway herein-before referred to and authorised by this Act is:

A deviation railway (herein-after called "the Rhymney Deviation") four furlongs in length to be wholly situate in the parish of Merthyr Tydfil in the county of Glamorgan commencing by a junction with the Railway No. 2 authorised by the Rhymney Railway Act 1882 and terminating by another junction with the said authorised Railway No. 2.

Tolls &c. on Rhymney Deviation.

**30.** The Rhymney Deviation shall for all purposes whatsoever including the demanding and recovering of tolls rates and charges be deemed to be part of the Railway No. 2 authorised by the said Rhymney Railway Act 1882.

Period for compulsory purchase of lands for Rhymney Deviation.

**31.** The powers of the Rhymney Company for the compulsory purchase of lands under this Act for the purposes of the Rhymney Deviation shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of Rhymney Deviation.

**32.** The Rhymney Deviation shall be completed within the period of five years from the passing of this Act and if not so completed then on the expiration of that period the powers by this

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Act granted to the Rhymney Company for making and completing that railway or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Imposing penalty unless Rhymney Deviation opened.

**33.** If the Rhymney Company fail within the period limited by this Act to complete the Rhymney Deviation that Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until that railway is completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the amount of the estimated cost of the said railway:

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the said railway in accordance with the provisions of the next following section of this Act or by the Solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in the third section 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 the said third section of the said Act to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Chancery Division of the High Court of Justice 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 Rhymney Company was prevented from completing or opening the said railway by unforeseen accident or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in respect of Rhymney Deviation.

**34.** 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 Rhymney Deviation or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Rhymney Company by this Act of taking property for the purposes of such railway and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the said Chancery Division 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 either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Chancery Division if the Rhymney Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the insolvent company or be otherwise applied as part of the assets of that company for the benefit of the creditors thereof.

Power to owners to grant easements to the Rhymney Company.

**35.** Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Rhymney Company any easement right or privilege (not being an easement of water) required for the purposes or under the powers of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Abandonment of part of authorised Rhymney Railway.

**36.** The Rhymney Company shall abandon the construction of so much of the Railway No. 2 authorised by the Rhymney Railway Act 1882 as may be rendered unnecessary by reason of the construction of the Rhymney Deviation.

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

**37.** The abandonment by the Rhymney Company under the authority of this Act of the work mentioned in the last preceding section shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of that company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Rhymney Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such

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owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Rhymney Railway Act 1882.

Compensation to be made in respect of work abandoned.

**38.** Where before the passing of this Act any contract has been entered into or notice given by the Rhymney Company for the purchasing of any land for the purposes of or in relation to the work authorised to be abandoned by this Act the Rhymney Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by that Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Power to Company and Metropolitan Company to acquire lands.

**39.** Subject to the provisions of this Act the Company and the Metropolitan Company or either of them may for the purposes of the undertaking of the Hammersmith and City Railway and for providing increased accommodation connected therewith enter upon take and use the under-mentioned lands and buildings delineated on the deposited plans and described in the deposited books of reference (that is to say) :—

Certain lands in the parish of Hammersmith otherwise Saint Peter and Saint Paul Hammersmith in the county of Middlesex bounded on the north and west by the Hammersmith Station of the Hammersmith and City Railway on the east by the Royal Sussex Hotel and premises adjacent thereto and on the south and south-west by the Broadway and Beadon Road :

And the said two companies may make and carry into effect agreements with respect to the matters aforesaid or any of them.

Power to owners to grant easements to Company and Metropolitan Company.

**40.** Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company and the Metropolitan Company any easement right or privilege (not being an easement of water) required for the purposes or under the powers of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for compulsory purchase of lands by Company and Metropolitan Company.

**41.** The powers of this Act for the compulsory purchase of lands by the Company and the Metropolitan Company shall not be exercised after the expiration of three years from the passing of this Act.

Provision with respect to superfluous lands of the Company.

**42.** And whereas the Company have from time to time purchased or acquired lands adjoining or near to their railway or a station belonging solely or jointly to the Company 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 and the appurtenances thereto acquired by the Company in the parishes or places enumerated in the Second Schedule to this Act any part of which lands adjoins the Company's railway or any station belonging solely or jointly to the Company and which may either be required for the purpose of widening the line or making sidings or other works in connexion with the said railway or is situate within one mile of any station belonging solely or jointly to the Company And the Company may during the same period of ten years from the passing of this Act continue to hold such lands and appurtenances although not immediately required for the purposes of their undertaking But the Company shall at the expiration of such period of ten years sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking as superfluous lands.

Undertaking of Coleford Company amalgamated with undertaking of Company.

**43.** As on and from the first day of July one thousand eight hundred and eighty-four the Coleford Company is hereby dissolved except for the purpose of winding up its affairs and the undertaking of the Coleford Company is hereby as from that date amalgamated with the undertaking of the Company.

Coleford Company to pay debts and liabilities on revenue account up to date of amalgamation.

**44.** The Coleford Company shall up to the time of the amalgamation bear pay and satisfy all their engagements and liabilities fairly and properly chargeable against revenue.

Company may borrow in lieu of Coleford Company.

**45.** On and after the time of amalgamation the mortgage debt and other capital liabilities of the Coleford Company shall become part of the mortgage debt and liabilities of the Company and the powers of the Company for borrowing and re-borrowing on mortgage

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and as to the issue of debenture stock may from time to time be exercised so as to include the borrowing and re-borrowing as part of their general debenture debt of any moneys which the Coleford Company were immediately before the time of amalgamation authorised to borrow and the Company may from time to time redeem the same or any part thereof by the creation and issue of debenture stock of the Company.

As to mortgages and debts of the Coleford Company.

**46.** On and after the time of amalgamation the debts and liabilities of the Coleford Company secured on mortgage or bond or owing as a capital liability which at the time of amalgamation shall be subsisting shall become and be a charge upon the undertaking of the Company but subject and without prejudice to the right of the several holders of such mortgages or bonds or capital liabilities to priority of charge upon the particular undertaking upon which at the time of amalgamation they shall be severally a charge and to all the rights privileges and remedies belonging or incidental to such mortgages or bonds or liabilities Provided that all mortgages or bonds issued after the time of amalgamation under any Act passed before or during the present session of Parliament and conferring powers on the Coleford Company to raise money by mortgage or bond shall be issued by and in the name of the Company and shall be a charge upon the amalgamated undertaking without any priority inter se on account of the dates of such mortgages or bonds or otherwise.

Conversion of Coleford Company's ordinary share capital.

**47.** On and after the time of amalgamation the holders of shares or stock in the Coleford Company shall in lieu of and in exchange for such shares or stock in that company held by them respectively become and be holders respectively of the following stock of the Company to the extent and in the proportions after mentioned (that is to say) :—

For every one hundred pounds paid in respect of ordinary shares or stock in the Coleford Company one hundred pounds of Great Western Consolidated Ordinary Stock and a proportionate amount of that stock for every amount paid in respect of such shares or stock less than one hundred pounds.

As to the capital of the Company.

**48.** On and after the time of amalgamation the capital of the Company shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of this Act Provided always that any additions to the Great Western Railway Company's Consolidated Ordinary Stock made under the authority or for the purposes of this Act shall be deemed to be part of and shall rank pari passu with the other like stock of the Company.

Certificates of shares &c. of Coleford Company to be exchanged.

**49.** On and after the time of amalgamation every proprietor of shares or stock in the Coleford Company shall upon the delivery of the certificates for the same to the Company be entitled to receive and shall receive in the stead thereof certificates of the stock of the Company to which such proprietor is entitled under the provisions of this Act and the certificates with respect to the Coleford Company's capital shall upon such exchange be cancelled.

Provisions as to lost certificates of Coleford Company.

**50.** If the certificate for any shares or stock in the Coleford 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 certificate to the satisfaction of the directors of the Company they shall deliver to the person entitled to such certificate a certificate for stock to which he would be entitled under this Act as if such first-mentioned certificate had not been lost or destroyed.

Substituted stock to be held on same trusts as Coleford Stock for which it is substituted.

**51.** All stock issued to holders of shares or stock in the Coleford 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 stock in the Coleford Company in respect of which such stock is substituted were immediately before the passing of this Act held or subject and so as to give effect to and not revoke any will or other instrument disposing of or affecting any such shares or stock in the Coleford Company's capital and every testamentary disposition affecting such shares or stocks shall be held to apply to the stock so substituted therefor.

Adjustment of dates for calculating dividends on Coleford shares &c.

**52.** Any difference arising upon the amalgamation in consequence of the dates to which the interest or dividends on any stock of the Company or on any stock or shares of the Coleford Company have heretofore been calculated shall be adjusted and notwithstanding anything in any Act or Acts contained the dividends on all the stocks and shares of the Company other than debenture stocks shall after the amalgamation be calculated to the thirtieth day of June and the thirty-first day of December in each year or to such other date or dates as the Company shall from time to time fix and appoint.

As to revenue debts and liabilities of Coleford Company.

**53.** As between the Company and the Coleford Company the Coleford Company shall discharge all their revenue debts and liabilities and out of the balance standing to the credit of their revenue account they shall hand over to the Company the amount of any unclaimed dividends and they shall also make provision to the satisfaction of the Company by a deposit of money or otherwise for the discharge of all their other revenue debts and

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liabilities known or unknown and subject to the above any revenue balance which may remain shall belong to the Coleford Company to be disposed of by them as they may think fit.

Vesting in Company of undertaking of Bristol and North Somerset Railway Company.

**54.** The agreement between the Bristol and North Somerset Railway Company (herein-after called "the North Somerset Company") and the Company for the vesting in the Company of the undertaking of the North Somerset Company set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the parties thereto and may and shall be carried into effect:

As from the first day of July one thousand eight hundred and eighty-four (which day is herein-after referred to as "the vesting period") the undertaking of the North Somerset Company as defined in the said agreement shall be transferred to and vested in the Company:

The North Somerset Company shall thereupon 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:

Provided always that at the vesting period all the unexercised powers of the North Somerset Company of raising capital by the creation and issue of shares and of raising money by mortgages and debenture stock shall be and the same are hereby extinguished:

The vesting shall be deemed to be an amalgamation of the undertaking of the North Somerset Company with the undertaking of the Company according to the true intent and 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 so far as the same are not inconsistent with or varied by the provisions herein and in the said agreement contained:

The transfer and vesting shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth and such deed shall be duly stamped with the proper ad valorem duty:

The Company shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within three months from the vesting period and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the vesting period to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Power to Company to apply surplus funds and

**55.** The Company may from time to time apply any moneys raised by them from time to time and which are not by any Act relating to them made applicable to any special purpose or which

being so made applicable are not required for the special purpose to the carrying the vesting into effect to defraying such of the liabilities of the North Somerset Company as are not to be defrayed by that company to completing any portion of the undertaking of that company which may not at the time of the vesting be completed and to putting the undertaking of the North Somerset Company into efficient repair and condition.

create stock for purposes of vesting North Somerset Company's undertaking.

**56.** Notwithstanding anything contained in this Act or the Acts incorporated herewith or in any other Act or Acts from and after the payment issue and receipt of the consideration the Company shall hold the undertaking of the North Somerset Company freed and discharged from all debts liabilities obligations and engagements of that company and thereupon the North Somerset Company shall be wound up in the same manner and with the same incidents as if the North Somerset Company were a company registered under the Companies Acts 1862 to 1880 and shall from and after the passing of this Act be deemed to be so registered accordingly and for the purposes of calling and holding meetings and passing resolutions and other matters incident to such winding-up the provisions contained in the said North Somerset Company's Acts of Parliament and the Acts incorporated therewith may and shall take effect as resolutions of a company duly registered:

North Somerset Company to be wound up.

Any sum payable and any stocks to be issued to the North Somerset Company under this Act or the said agreement shall be held by the Company in trust for or shall be paid to the liquidator appointed in the winding-up.

**57.** Notwithstanding anything in this Act contained no person or corporation shall become entitled under this Act to any fractional part of a pound of stock (including debenture stock) in the capital of the Company but in every case in which any such person or corporation 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 or corporation such a further sum in cash as will make up an even pound or pay to such person or corporation in cash the amount of such fractional part.

Fractional parts of a pound of stock.

**58.** Upon the vesting taking effect then notwithstanding anything contained in section fifty-five of the Railways Clauses Act 1863 the stockholders and shareholders of the North Somerset Company shall not be stockholders or shareholders of the Company or have any right or claim whatsoever upon or against the Company or the transferred undertaking but the issue of the stocks specified

North Somerset shareholders not to be shareholders of Company.

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in the said agreement and the other considerations therein provided for shall be received and applied by the North Somerset Company in paying and satisfying and discharging all the debts and liabilities to be paid satisfied and discharged by the North Somerset Company according to their priorities and the balance or remainder shall be applied for the benefit of the holders of stocks and shares entitled to participate therein in the North Somerset Company according to their respective estates rights interests and priorities.

As to capital of Company.

**59.** On and after the time of amalgamation the capital of the Company shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of this Act Provided always that any additions to the Great Western Railway Company's Debenture Stock and the Great Western Railway Company's Consolidated Preference Stock respectively made 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.

Certificates of stock &c. of North Somerset Company to be exchanged.

**60.** Every holder of the North Somerset Five Pounds per Centum Debenture Stock mentioned in the fourth fifth and sixth articles of the agreement contained in the Third Schedule to this Act who shall agree to take Great Western Railway Four Pounds per Centum Debenture Stock in exchange for the said North Somerset Debenture Stock held by him shall upon the delivery of the certificates for the same to the Company be entitled to receive and shall receive in the stead thereof certificates of the Great Western Railway Four Pounds per Centum Debenture Stock to which such holder may be entitled in exchange and the certificates with respect to the said North Somerset Debenture Stock shall thereupon be cancelled.

Provisions as to lost certificates of North Somerset Company.

**61.** If the certificate for any of the said North Somerset Five Pounds per Centum Debenture Stock be lost or destroyed then upon proof thereof and upon an indemnity being given against any claim in respect of such lost or destroyed certificate to the satisfaction of the directors of the Company they shall deliver to the person entitled to such certificate a certificate for the stock to which he is entitled as if such first-mentioned certificate had not been lost or destroyed.

Power to Company to contribute to undertakings of other companies.

**62.** The Company with the authority of three-fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may in their own name from time to time subscribe for and take shares in or by lending money on mortgage or subscribing for or

taking debenture stock contribute funds towards the undertakings of the two undermentioned companies respectively to any amount not exceeding the sums herein-after specified in connexion with those companies respectively beyond that (if any) which the Company are already authorised to contribute (that is to say) :—

| | |
|---|---|
| The Staines and West Drayton Railway Company - | £25,000 |
| The Princetown Railway Company - - | 20,000 |

Provided always that the Company shall not sell tranfer or dispose of any shares mortgages debenture stock or other securities so held by them :

The Company shall in respect of any shares in either of the said two companies held by them in virtue of any such subscription have all the powers rights and privileges (except in regard to voting at general meetings which shall be as herein-after provided) and be subject to all the obligations and liabilities of proprietors of shares in that Company :

The Company when they have become shareholders in either of the said two companies may by writing under their common seal from time to time appoint some person to attend any meeting of that company and such person shall have all the privileges and powers attaching to other shareholders at such meetings and shall be entitled to one vote in respect of every fifty pounds of the capital held by the Company in that company :

Every such appointment by the Company of any person to vote on their behalf shall be delivered to the respective company and kept with their records and shall be at all reasonable times open to the inspection and transcription of all parties interested and every such instrument shall as between the Company and the respective company as aforesaid be sufficient evidence of the facts therein stated :

The Company on the one hand and each of the said two companies on the other hand may subject to the provisions of this Act make and carry into effect agreements with respect to any of the matters aforesaid in which they are jointly interested.

Agreements set forth in Fourth Fifth and Sixth Schedules confirmed.

**63.** The several agreements herein-after mentioned and respectively set forth in the Fourth Fifth and Sixth Schedules to this Act are hereby respectively confirmed and made binding upon the parties thereto and may and shall be carried into effect :

(1) An agreement dated the twenty-seventh day of March one thousand eight hundred and seventy-nine and made between the Bala and Festiniog Railway Company of the first part Henry Robertson of Pallé in the county of Merioneth of the second part the Company of the third part the Vale of Llangollen Railway Company of the fourth part the Llangollen and

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Corwen Railway Company of the fifth part and the Corwen and Bala Railway Company of the sixth part:

(2) An agreement dated the eleventh day of June one thousand eight hundred and eighty-four and made between the Bala and Festiniog Railway Company of the first part the Company of the second part the Vale of Llangollen Railway Company of the third part the Llangollen and Corwen Railway Company of the fourth part and the Corwen and Bala Railway Company of the fifth part:

(3) An agreement dated the first day of January one thousand eight hundred and seventy-three and made between the Company of the one part and the Witney Railway Company of the other part:

Provided always that the agreements in the Fourth and Fifth Schedules to this Act shall be subject to revision by the Railway Commissioners in manner provided by section twenty-seven of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873.

Company may act as carriers on Stratford and Moreton Tramway and may use locomotive power on certain parts of such tramway.

**64.** The Company may carry and convey passengers goods minerals and other traffic on their Stratford and Moreton Tramway and they may from time to time use on such parts of the said tramway as lie between Moreton-in-the-Marsh and Shipston-on-Stour or any part or parts thereof locomotive engines or other mechanical power and carriages and waggons to be drawn or propelled thereby and they may demand and take for and in respect of their Stratford and Moreton Tramway between Shipston-on-Stour and Moreton including the portion thereof authorised by the Great Western Railway (No. 1) Act 1882 for the use of the tramway and of carriages and waggons or trucks and for locomotive power and for the conveyance on such tramway of passengers animals and goods the same tolls rates fares and charges as the Company are authorised to demand and take for and in respect of their Oxford Worcester and Wolverhampton Railway under the Oxford Worcester and Wolverhampton Railway Act 1845 and subject to the regulations and provisions in such Act contained and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Company and partly on the Stratford and Moreton Tramway for a less distance than six miles tolls and charges may only be charged as for six miles Provided always that the Company shall not use locomotive engines for the public conveyance of traffic of any description upon any part of the said Stratford and Moreton Tramway until such tramway has been inspected and approved by the Board of Trade.

Provisions as to use of engines on the Stratford and Moreton Tramway.

**65.** The exercise of the powers by this Act conferred on the Company with respect to the use of locomotive or other mechanical power on the Stratford and Moreton Tramway shall be subject to the following regulations:—

(*a*) Every engine used on the tramway shall if it use coal or other similar fuel emitting smoke be constructed on the principle of consuming and so as to consume as far as practicable its own smoke and if any engine be not so constructed the Company or party using such engine shall forfeit five pounds for every day during which such engine shall be used on the tramway:

(*b*) The speed at which engines or carriages may be driven or propelled along the tramway shall not exceed the rate of twenty miles per hour:

(*c*) The speed at which engines and carriages may pass over any level crossing shall not exceed the rate of four miles per hour:

(*d*) The Board of Trade may on complaint made by any person from time to time inspect any engine used on the said portion of tramway and the machinery therein and may whenever they think fit prohibit the use on the tramway of any such engine which in their opinion may not be safe for use on the tramway.

Company not to be required to erect lodges at level crossings on Stratford and Moreton Tramway.

**66.** Notwithstanding anything in any Act or Acts of Parliament or in any byelaws rules or regulations to the contrary contained the Company shall not be required to construct bridges over or tunnels under the level crossings or any of them on the aforesaid portion of the Stratford and Moreton Tramway or to erect or maintain lodges or to employ any person or persons to open and shut gates at the level crossings or any of them on the aforesaid portion of such tramway but before opening the said tramway for the conveyance of passengers thereon drawn or propelled by locomotive engines or other mechanical power the Company shall make such byelaws rules and regulations with reference to the passage of traffic over the said level crossings as shall be approved by the Board of Trade:

Provided always that the Company shall erect and at all times maintain good and sufficient gates across the said tramway at such level crossings and such gates shall be kept constantly closed across such tramway except during the time when engines waggons or carriages shall be passing across such level crossings.

Company may make byelaws as to traction

**67.** For the better prevention of danger to persons carried on the railways of the Company it shall be lawful for the Company from time to time subject to the provisions of the Railway Regulation

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engines &c. crossing their railways.

Act 1840 and the Railways Clauses Consolidation Act 1845 and to approval by the Board of Trade as provided by those Acts to make byelaws for the following purposes (that is to say) :—

(1) For regulating the times at which and conditions under which locomotive or traction or other engines or machines or other vehicles or traffic of an unusually heavy or dangerous description may be taken or pass across any railways of the Company at level crossings (not being public highway level crossings) or over bridges and for prescribing the notice to be given to the Company of the times of such intended passage and for imposing penalties for breach of such byelaws or conditions :

(2) For restricting and limiting the weight of such engines machines and vehicles and the number thereof which may be taken across or over any such level crossing or bridge at the same time :

(3) For imposing penalties on persons acting in contravention of section six of the Locomotive Act 1861 (or any enactment substituted for the same) in the case of any bridge over the railways of the Company which the Company are liable to repair.

For enforcement of byelaws at Milford Haven.

**68.** Whereas under the provisions of the South Wales Railway Consolidation Act 1855 section eighty-five the Company have power subject as therein mentioned to make byelaws rules and regulations for the management use and safety of the landing places at Milford Haven in the said section mentioned and the works accommodations passage and approaches to and connected therewith and with reference to the navigation anchorage and mooring of vessels in Milford Haven near to the said landing places so far as may be necessary to secure free access thereto and departure therefrom but no provision is made in the said Act for the enforcement of such byelaws rules or regulations Therefore the provisions of the Railways Clauses Consolidation Act 1845 sections one hundred and nine to one hundred and eleven sections one hundred and forty to one hundred and sixty all inclusive and of the Railway Regulation Act 1840 therein mentioned shall apply to any byelaws rules or regulations to be made in pursuance of the said section of the South Wales Railway Consolidation Act 1855.

Amendment of section seven of the Exeter Teign Valley and Chagford Railway Act 1883.

**69.** Whereas by the Exeter Teign Valley and Chagford Railway Act 1883 the Exeter Teign Valley and Chagford Railway Company (herein-after called "the Exeter Company") were incorporated and were authorised to construct the railway therein described to connect the Teign Valley Railway of the Company and the town of Chagford with Exeter And whereas the Company have agreed to work the said railway when completed in perpetuity in connexion

with their own system of railways And whereas by the said Act the Exeter Company were authorised to raise a capital of two hundred and forty thousand pounds in twelve thousand shares of twenty pounds each and the qualification of a director was declared to be the possession in his own right of forty shares And whereas it is expedient and would facilitate the raising of such capital and the election of directors if the said Act were amended and it were provided that such shares should be twenty-four thousand in number and ten pounds in amount Therefore section seven of the Act of 1883 shall be and the same is hereby repealed and the capital of the Exeter Company shall be two hundred and forty thousand pounds in twenty-four thousand shares of ten pounds each.

Power to Company to raise additional capital.

**70.** 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 four hundred and fifty thousand pounds exclusive of the other capital and other moneys which they are or may be authorised to create and issue by this Act or by 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 by Company of new shares or stock.

**71.** 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 Company to cancel unissued shares or stock.

**72.** 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 so created they may cancel the unissued shares or stock and may from time to time thereafter create and issue instead thereof other new shares or stock of an aggregate amount not exceeding the aggregate amount of the shares or stock so cancelled and in like manner the Company may create and issue new shares or stock in lieu of any new shares or stock which may have been issued and redeemed or in lieu of any certificate entitling the holder to be registered in respect of shares or stock.

Shares not to be issued by Company

**73.** The Company shall not issue any share nor shall any share vest in the person accepting the same unless and until a sum not

until one-fifth part thereof paid.

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 the same incidents as other shares or stock of the Company.

**74.** Except as by or under the provisions 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 of Company.

**75.** 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 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 of Company.

**76.** 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 of Company raised under this Act and any other Act of presen session may be of same class.

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

Power to Company to borrow.

**78.** The Company may in respect of the additional capital of four hundred and fifty thousand pounds which they are by this Act authorised to create and issue from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole one hundred and fifty thousand pounds but no part thereof shall be borrowed until shares for so much of the said capital as is to be created by means of shares are issued and accepted and one-half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for

the whole of that capital have been issued and accepted and that one-half of that capital has been paid up and that not less than one-fifth part of the amount of each separate share in that capital has been paid on account thereof before or at the time of the issue or acceptance thereof and 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 as been given which certificate shall be sufficient evidence thereof.

Company may issue debenture stock.

**79.** 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.

As to fractional parts of a pound of stock.

**80.** Notwithstanding anything in this Act contained no person or corporation shall become entitled under this Act to any fractional part of a pound of stock of any denomination (including debenture stock) in the capital of the Company but in every case in which any such person or corporation 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 or corporation such a further sum in cash as will make up an even pound or pay to such person or corporation in cash the amount of such fractional part.

Application of moneys raised by Company.

**81.** 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 subject thereto 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

**82.** The Company may from time to time apply to all or any of the purposes of this Act to which capital is properly applicable any

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moneys to purposes of this Act.

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 from time to time 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.

Mortgages already granted by Company to have priority.

**83.** 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 this Act or of any prior Act of Parliament purchased by the Company or amalgamated with or vested in the undertaking of the Company shall during the continuance of such mortgages or bonds and subject to the provisions of the Acts under which such mortgages and 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.

Power to Rhymney and Metropolitan Companies to apply corporate funds to purposes of Act.

**84.** The Rhymney Company and the Metropolitan Company respectively may from time to time apply to the purposes of this Act which may be carried into effect by them respectively being purposes to which capital is properly applicable any moneys from time to time raised by them respectively and which are not by any Act relating to them made applicable to any special purpose or which being so made applicable are not required for the special purpose.

Saving rights of Postmaster-General.

**85.** Nothing in this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across any railway or works authorised by any Act passed after the first day of January one thousand eight hundred and seventy-eight and comprised in any undertaking by this Act vested in or authorised to be leased to or worked by the Company and from time to time to alter such telegraphic lines and enter upon the land or works comprised in any such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this

Act be at liberty to exercise all the rights aforesaid in respect of any such railway and works as freely and fully and to the same extent in all respects as he was entitled to do before the passing of this Act.

Any land reclaimed by the works not to be taken without the consent of the Board of Trade.

**86.** If in the course or by means of the execution of any of the works by this Act authorised any part of the shores or bed of the Julian Pill belonging to Her Majesty shall be inned gained or reclaimed from the water the Company shall not have or exercise any right upon the same or in respect thereof and shall not enter upon take use or interfere with the land so inned gained or reclaimed for any purpose whatsoever without the consent in writing of the Board of Trade on behalf of Her Majesty but such inning gaining or reclamation shall enure absolutely for the benefit of the Queen's Majesty Her heirs and successors.

Saving rights of the Crown.

**87.** 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 Her Majesty's Woods Forests and Land Revenues or either of them without the consent in writing of the same Commissioners or one of them on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give) neither shall anything in 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 Her heirs or successors.

Saving rights of the Crown in the foreshore.

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

Interest not to be paid on calls paid up.

**89.** 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

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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.

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

Provision as to general railway Acts.

**91.** Nothing in this Act contained shall exempt the Company or their railways or the Rhymney Company or their railways or the Metropolitan Company or their railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Costs of Act.

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

# SCHEDULES referred to in the foregoing Act.

## FIRST SCHEDULE.

DESCRIBING LANDS BUILDINGS AND MANUFACTORIES WHEREOF PORTIONS ONLY ARE REQUIRED TO BE TAKEN BY THE COMPANY.

| Parish. | Numbers on deposited Plans. |
|---|---|
| RAILWAY NO. 4. | |
| Aberystruth - - - | 8, 28, 32, 34, 35, 36, 37, 38, 39. |
| ADDITIONAL LANDS. | |
| Llanhilleth - - - | 3, 11, |

## SECOND SCHEDULE.

SUPERFLUOUS LANDS.

DEVONSHIRE—
Bovey Tracey
Brixham
Buckland Monachorum
Churston Ferrers
Cornwood
Dartington
Dawlish
East Teignmouth
Egg Buckland
Exminster
Harford
Highweek
Ipplepen
Kenton
Kingskerswell
Kingswear
Laira Green
Lamerton
Lifton
Moreton Hampstead

DEVONSHIRE—*continued.*
Paignton
Plympton St. Mary
Rattery
St. Andrew, Plymouth
St. Mary Tavy
St. Stephen by Launceston
St. Thomas Apostle, Exeter
South Brent
Stoke Damarel
Tavistock
Teigngrace
Tormoham
Ugborough
West Teignmouth
Whitchurch
Wolborough

WILTSHIRE—
Bradford-on-Avon
St. John Baptist, Devizes

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All property within one mile of the undermentioned stations—

| | |
|---|---|
| Chippenham | Neath |
| Dorchester | Newport |
| Holt Junction | Pontypool |

## THIRD SCHEDULE.

AGREEMENT made and entered into the twenty-fourth day of July one thousand eight hundred and eighty-four between the GREAT WESTERN RAILWAY COMPANY (herein-after called "the Great Western Company") and the BRISTOL AND NORTH SOMERSET RAILWAY COMPANY (herein-after called "the North Somerset Company").

WHEREAS a Bill is now pending in Parliament under the short title of "Great Western Railway (No. 1)" by which it is proposed among other things to authorise the vesting in the Great Western Company of the undertaking of the North Somerset Company And whereas it was originally proposed that such vesting should take effect upon the terms amongst others that the Great Western Company should pay to the North Somerset Company the following sums viz. :—

| | | | | | |
|---|---|---|---|---|---|
| For the six months ending the 31st day of December | | | | 1884 | - £4,818 |
| For the year | ,, | ,, | ,, | 1885 | - 9,910 |
| ,, | ,, | ,, | ,, | 1886 | - 11,280 |
| ,, | ,, | ,, | ,, | 1887 | - 11,280 |
| ,, | ,, | ,, | 1888 and thereafter | | - 11,555 |

And whereas it has since been agreed that such annual payments shall be commuted in the manner herein-after appearing and that the vesting shall be made upon the terms and conditions herein and in the said intended Act contained And whereas the arrangement for the commutation of the said annual sum has for its basis an assumed annual payment commencing on the first day of July one thousand eight hundred and eighty-four of eleven thousand five hundred and fifty-five pounds which by the terms originally agreed would not be reached until the year one thousand eight hundred and eighty-eight And whereas the difference in value in present money between the sums specified in the sliding scale above mentioned and a fixed annual payment of eleven thousand five hundred and fifty-five pounds is three thousand one hundred and fifty-five pounds And whereas the arrangement further proceeds upon the supposition that the balance of the annual sum of eleven thousand five hundred and fifty-five pounds (after providing thereout for the interest upon the one hundred and ten thousand pounds five per centum debenture stock of the North Somerset Company herein-after referred to or the debenture stock to be issued in exchange for the same as herein-after provided) is to be capitalized and issued to the North Somerset Company in Great Western Five per Centum Consolidated Preference Stock as herein provided And whereas the interest on the sum of one hundred and ten thousand pounds part of the North Somerset

debenture debt forms under article eight of certain supplementary heads of agreement between the two companies dated the twenty-fifth day of June one thousand eight hundred and sixty-seven and scheduled to and confirmed by the Great Western Railway (Various Powers) Act 1867 a first charge on the gross receipts of the North Somerset Company And whereas part of the capital of the North Somerset Company consists of the Camerton Branch Capital amounting to the sum of forty thousand pounds and in addition to the debenture debt on their main line undertaking the said company has issued debenture stock for the purposes of the Camerton Branch to the amount of five thousand two hundred and eighty-nine pounds seven shillings and tenpence (which portion of the debenture stock of the said company is herein-after referred to as "the Camerton Branch Debenture Stock") And whereas the whole of the Camerton Branch Capital Stock and the whole of the Camerton Branch Debenture Stock were issued to and are now held by the Great Western Company Now it is hereby agreed and declared by and between the companies parties hereto as follows:

1. The undertaking of the North Somerset Company as herein-after described shall be vested in and amalgamated with the Great Western Company as on and from the first day of July one thousand eight hundred and eighty-four.

2. The Great Western Company shall within fifteen days after the passing of the said intended Act in lieu and in full discharge of all moneys due by them to the North Somerset Company under the existing agreements between the said companies pay to the North Somerset Company the sum of four thousand eight hundred and seventeen pounds after deducting therefrom the sum of three hundred and thirty-nine pounds already paid by the Great Western Company in respect of the interest on the debenture debt of the North Somerset Company for the month of January one thousand eight hundred and eighty-four and also the sum which will be required to pay the interest on the said debenture debt of one hundred and ten thousand pounds for the five months ending the thirtieth June one thousand eight hundred and eighty-four which it is agreed shall first be paid thereout by the Great Western Company.

3. The Great Western Company on the vesting taking effect shall as from the 1st of July next assume the obligations of the North Somerset Company in respect of the said debenture stock of one hundred and ten thousand pounds of that company and keep that company and its assets indemnified against all claims and demands in respect thereof Provided always that nothing in the said intended Act or in this agreement contained shall after the amalgamation of the two companies alter prejudice or affect the rights or position of the holders of the said debenture stock but such stock shall continue to be a charge upon the undertaking to the same extent only and subject to the same conditions and restrictions that it was before the date of such amalgamation.

4. The Great Western Company shall issue to such of the holders of the said one hundred and ten thousand pounds North Somerset Five Pounds per Centum Debenture Stock as shall within fifteen days after the passing of the said intended Act make application in writing to that effect one hundred pounds Great Western Railway Four Pounds per Centum Debenture Stock in exchange for every one hundred pounds of the said North Somerset Five Pounds per Centum Debenture Stock provided always that the North Somerset Company or such holders as aforesaid shall not be entitled to call upon the Great Western Company to make such

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exchange as in this article agreed until the North Somerset Company shall have paid to the Great Western Company the said sum of three thousand one hundred and fifty-five pounds together with interest thereon at the rate of four pounds per centum from the said first July or given security for the payment thereof with interest at the rate aforesaid to the satisfaction of the Great Western Company.

5. In the event of holders of not less than seventy-five thousand pounds of the said one hundred and ten thousand pounds North Somerset Stock applying for such exchange as mentioned in the last paragraph the Great Western Company will in respect of the twenty-five thousand pounds held by them or their nominees in such stock accept twenty-five thousand pounds of Four Pounds per Centum Great Western Debenture Stock.

6. The Great Western Company and such of the holders of the said North Somerset Debenture Stock of one hundred and ten thousand pounds as may not have exchanged their holdings for Great Western Debenture Stock as herein provided may from time to time agree for the exchange of the said North Somerset Debenture Stock or any part thereof for Great Western Stock of such description and on such terms and conditions as may be agreed.

7. On the passing of the intended Act an account shall be made up as and from the said first day of July in which account shall be shown:

1st. The amount required to pay interest at four per centum upon so much of the said one hundred and ten thousand pounds debenture debt of the North Somerset Company the holders of which shall have accepted or be bound to accept Great Western Four per Centum Stock in lieu of their holdings in the North Somerst Five per Centum Debenture Stock:

2ndly. The amount required to pay interest upon so much of the North Somerset Company's said debenture debt of one hundred and ten thousand pounds the holders of which shall not have accepted or be bound to accept such exchange as herein provided for:

And the total of those two amounts shall be deducted from the eleven thousand five hundred and fifty-five pounds herein-before referred to.

8. The Great Western Company upon payment to them of the moneys herein stipulated for will issue to the liquidator or liquidators of the North Somerset Company or as he or they may direct one hundred pounds of Great Western Five per Centum Consolidated Preference Stock bearing interest or dividend from the first July one thousand eight hundred and eighty-four in exchange for every five pounds of the balance of such annual sum of eleven thousand five hundred and fifty-five pounds which shall appear by the account mentioned in the last preceding article not to be required for the payment of interest as therein mentioned.

9. The North Somerset Company before or at the time of the issue of such stock as mentioned in the last preceding paragraph shall pay to the Great Western Company the sum of ten thousand pounds with interest thereon at four pounds per centum per annum from the first day of January one thousand eight hundred and eighty-four until payment which amount is hereby agreed and accepted by the Great Western Company in full satisfaction and discharge of all moneys due from the North Somerset Company to the Great Western Company on any account whatever (including all or any moneys owing to "the contractors" herein-after referred to) after giving credit for all sums due from the Great Western Company to the North Somerset Company Provided that

the settlement and compromise hereby made shall not affect the amount due to the Great Western Company in respect of the twenty-five thousand pounds Five Pounds per Centum Debenture Stock of the North Somerset Company which they or their nominees hold or in any way prejudice or affect the rights and interests of "the contractors" under a certain indenture dated the eleventh day of August one thousand eight hundred and seventy-five made between the Bristol and North Somerset Company of the first part the Earl of Warwick of the second part Frederick George Saunders and Thomas Merriman Ward of the third part and William Stewart Foster and Robert Rogers Nelson of the fourth part except or otherwise than in respect of moneys owing or payable by the North Somerset Company and the Great Western Company shall keep the North Somerset Company and its assets indemnified against all claims and demands in respect thereof.

10. Before the issue of the Consolidated Preference Stock mentioned in article eight of this Agreement the North Somerset Company shall pay and discharge all their debts and liabilities including therein all their debenture debt other than and except the one hundred and ten thousand pounds Debenture Stock herein-before referred to or failing such payment and discharge they shall to the satisfaction of the Great Western Company provide for the due payment and discharge of such debts and liabilities and shall give security to be approved by the Great Western Company to meet any liabilities for which the North Somerset Company are now or were it not for the amalgamation would be hereafter liable and which may not be then known but may be subsequently ascertained and the Great Western Company shall have full opportunity forthwith after the passing of the said intended Act and from time to time of investigating the books deeds and documents of the North Somerset Company for the purpose of ascertaining the state and liabilities of that company and of verifying the same The North Somerset Company shall immediately upon the vesting taking effect hand over to the Great Western Company their common seal and all such books deeds agreements plans and documents in the custody or control of the North Somerset Company as may not be required for showing or ascertaining such state and liabilities or otherwise for winding up the affairs of the North Somerset Company and shall hand over the remainder so soon as the winding up shall be completed and not later than one year after the winding up order has been made.

11. The North Somerset Company shall forthwith after the passing of the said intended Act and before the issue to them of the aforesaid Consolidated Preference Stock assign to the Great Western Company all moneys due to the North Somerset Company from the trustees of the late Countess of Waldegrave in respect of the tolls and other moneys payable by such trustees to the North Somerset Company after deducting sums due by the North Somerset Company to the said trustees the balance of which moneys are estimated at the sum of one thousand nine hundred pounds but the North Somerset Company do not guarantee the amount thereof and shall not be in any way liable in respect of any deficiency.

12. The North Somerset Company shall subject to the provisions in the said Act and in this Agreement contained accept the sum of Five Pounds per Centum Consolidated Preference Stock of the Great Western Company to be issued as provided by article eight in full payment of the purchase of the undertaking of that company as herein-after defined.

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13. The undertaking of the North Somerset Company in this Agreement referred to shall include the railways and works of whatever description as existing at the date of the execution of this Agreement (including therein the Camerton Branch) together with all lands surplus or otherwise of the North Somerset Company and all other real and personal property of that company together with the powers privileges exemptions rights and interests of that company.

14. Upon the passing of the said intended Act the Camerton Branch Debenture Stock and the Camerton Branch capital and any advances made in respect of that branch other than those for which stock has already been issued shall be deemed to be cancelled and extinguished and neither the Great Western Company nor any other holder of any such debenture stock or capital shall have any claim in respect thereof against the North Somerset Company or the assets thereof or be entitled to share in the surplus assets (if any) of that company.

15. Upon the issue to the North Somerset Company of the amount of Five Pounds per Centum Consolidated Preference Stock herein-before provided the Great Western Company shall be relieved from all liability to see to the application of such amount and provisions shall be inserted in the said Bill for the winding up of the North Somerset Company as if it were a limited company and for the vesting in the Great Western Company of the undertaking of the North Somerset Company freed and discharged from all debts and liabilities of every description of the North Somerset Company except the said one hundred and ten thousand pounds of debenture debt.

16. This Agreement and everything herein contained is subject to the necessary powers being obtained from Parliament in the present session which each Company undertakes to use their best efforts to obtain failing which it shall ipso facto determine.

17. This Agreement shall be subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill for the confirmation thereof make any material alteration in such Agreement it shall be competent to either of the companies parties hereto to withdraw the same In witness whereof the companies parties hereto have caused their common seals to be hereunto affixed the day and year first before written.

The common seal of the Great Western Railway Company was hereunto affixed in the presence of
J. D. Higgins,
Assistant Secretary.

L.S. Great Western Railway Company.

The common seal of the Bristol and North Somerset Railway Company was hereunto affixed in the presence of

Thomas Gillford,
George White,
Directors.

L.S. Bristol and North Somerset Railway Company.

## FOURTH SCHEDULE.

Articles of Agreement made the 27th day of March 1879 between The Bala and Festiniog Railway Company (incorporated by the Bala and Festiniog Railway Act 1873 and herein called "the Festiniog Company") of the first part Henry Robertson of Pallé in the county of Merioneth M.P. of the second part The Great Western Railway Company (herein-after called "the Great Western Company") of the third part The Vale of Llangollen Railway Company (herein-after called "the Llangollen Company" of the fourth part The Llangollen and Corwen Railway Company (herein-after called "the Corwen Company") of the fifth part and The Corwen and Bala Railway Company (herein-after called "the Bala Company") of the sixth part.

Whereas by the Bala and Festiniog Railway Act 1873 the Festiniog Company were incorporated and authorised to construct the following railway with all proper stations sidings approaches works and conveniences connected therewith viz.:—A railway 22 miles 1 furlong and 6 chains in length commencing by a junction with the Corwen and Bala Railway authorised by the Corwen and Bala Railway Act 1865 in a field situate in the parish of Llangower numbered 3 in that parish on the plans of that railway deposited with the clerk of the peace for the county of Merioneth with reference to that Act and terminating in the parish of Festiniog in the Festiniog station ground of the Festiniog and Blaenau Railway and which railway and the stations sidings approaches works and conveniences connected therewith are herein-after called the railway And by such Act (section 11) the companies parties hereto (other than the Festiniog Company) are authorised to make the subscriptions of capital herein-after agreed to be made and (by section 41 and other sections) the working and traffic arrangements hereby agreed upon are also authorised And whereas the Great Western Company under Parliamentary authority work maintain and manage the Vale of Llangollen Railway the Llangollen and Corwen Railway and the Corwen and Bala Railway and the convenience of the public and the interests of the companies parties hereto would be promoted by the working by the Great Western Company of the railway of the Festiniog Company in connexion with the railways of the Great Western Company the Llangollen Company the Corwen Company and the Bala Company and the companies parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing Now therefore these Presents witness that it is hereby mutually agreed by and between the companies parties hereto and their successors or assigns and the said Henry Robertson for himself his heirs executors and administrators as follows (that is to say):—

1. The Festiniog Company shall and will within the time limited by their said Act of Incorporation construct and complete the railway as authorised by the said Act including the junction with the Corwen and Bala Railway at Bala aforesaid with all proper stations station-houses sidings sheds bridges roads fences culverts drains watercourses junctions cottages at level crossings signals and other works and appliances usually provided out of capital including office fixtures furniture station appliances and an efficient telegraph system and all

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suitable instruments and except at Bala and Festiniog station-masters' houses and houses for porters police and other staff and the railway shall be so constructed as to be fit for the efficient working thereof by the Great Western Company The railway shall be constructed on a gauge of 4 feet 8½ inches with a single line of rails only but with over-bridges for a double line and the Festiniog Company shall purchase land sufficient not only for such purpose but also sufficient to admit of the laying down of a double line of rails of the same gauge at a future time and for additional station and other accommodation which may be required consequent thereupon.

2. If and whenever after the opening of the railway for public traffic any additional sidings or other works and conveniences are found requisite for the due development or the safe and convenient reception accommodation conveyance or delivery of traffic thereon or for compliance with the requirements of any Act of Parliament or the obligation of any contract binding on the Festiniog Company or should a second line of rails become necessary on the railway or on any part thereof the same shall at the request of the Great Western Company be provided by and at the expense of the Festiniog Company and they will provide and complete the same to the reasonable satisfaction of the Great Western Company and the same when completed shall for the purpose of this Agreement be deemed to be part of the railway Provided always that the Festiniog Company shall not be bound to make or incur for the purpose of this Agreement any expenditure or liability exceeding in the whole the amount of the money applicable in that behalf which they are from time to time authorised to raise by shares and by borrowing respectively.

3. Should it be found necessary or desirable the Festiniog Company shall if required by the Great Western Company build repair and maintain at convenient places near to the railway between Bala and Festiniog houses for the accommodation of the platelayers employed on the railway and the rents of such houses shall be paid direct to the Festiniog Company or if received or retained by the Great Western Company shall be accounted for by them to the Festiniog Company.

4. The Festiniog Company will not at any time act as carriers on the railway or any part thereof and they will abstain from doing or concurring in anything which might directly or indirectly interrupt impede interfere with or in any way disturb the exercise or quiet enjoyment by the Great Western Company or any of the rights powers and privileges intended to be secured to them by this Agreement and no agreement shall be made by any company party hereto with any other company or person inconsistent with or prejudicial to the spirit of this Agreement without the consent of each of the other companies parties hereto.

5. When and so soon as the railway with all proper stations sidings sheds bridges roads fences culverts drains watercourses junctions and other signals works conveniences and appliances as aforesaid shall have been completed so as to be ready for public traffic and shall have been inspected and passed by the Board of Trade or other proper authority or officer according to the requisitions of the laws then in force and by the engineer for the time being of the Great Western Company or in case of difference between him and the engineer of the Festiniog Company by a referee chosen under the arbitration clause herein contained the Great Western Company at their expense shall and will thenceforth use and work the same in connexion with and in continuation of their own lines of railway and the lines of the other companies parties hereto and shall

and will provide all locomotive power rolling-stock plant superintendents police porters and other servants horses carriages stationery and conveniences necessary and proper for carrying on and working the traffic of the railway and the Great Western Company shall and will use and work the railway efficiently and so as fairly to develop protect and maintain the traffic naturally belonging to the railway Provided nevertheless that it shall not be incumbent on the Great Western Company to supply and provide waggons or trucks for the conveyance of minerals coal stone ore or other articles of the like nature taken in large quantities or at special rates but in the event of the Great Western Company declining to find or provide such trucks or waggons they shall afford all reasonable facilities for the transit of proper and suitable trucks or waggons found by the Festiniog Company or freighters upon the railway as may for the time being be employed for similar traffic on their Shrewsbury and Chester line of railway Provided also that all locomotives railway and other stock plant animals and materials supplied by the Great Western Company for the user or working of the railway or any part thereof shall belong absolutely to the Great Western Company and shall not be considered to be in the possession of the Festiniog Company or liable in any manner to the debts and engagements of that company Provided also that the railway shall for the purposes of this Agreement be considered as including only the lands actually required or which may hereafter be required for the working and maintenance of the railway and stations station-masters' houses and houses for porters police and other staff and cottages at level crossings whether fenced off or not and that the right of the Festiniog Company to deal with any surplus lands not actually so required shall not be restricted or affected by these presents it being understood that they are to fence off such surplus lands.

6. The arrangements hereby made for using and working the railway and in relation thereto shall continue in perpetuity.

7. The railway and all the works thereon and all stations crossing places fences culverts drains watercourses and other works conveniences and appliances connected therewith shall during the first year of the working and use thereof to be reckoned from the commencement of the user and working thereof under the 5th article of this Agreement by the Great Western Company be kept in proper repair and in effectual working order and condition by the Festiniog (*sic*) and from and immediately after the said first year (and provided the same shall be then in good and proper order and condition and adapted to their intended use under this Agreement and shall be so certified by the engineers of the Great Western and Festiniog Companies or by some other engineer to be appointed by arbitration in case of difference in manner prescribed by the Railway Companies' Arbitration Act 1859) the railway and the permanent way thereof and all sidings belonging thereto and all the works thereon and all stations buildings fences culverts drains and watercourses connected therewith shall be kept in effectual repair and good working condition by and at the expense of the Great Western Company and the same company shall during the whole period of their working the railway pay and bear all rates and taxes (except landlord's property and income tax and land tax and tithe rentcharges if any) and all other expenses usually paid out of revenue except the expenses of the board of directors and of the secretary and auditors of the said company and of any clerk or establishment maintained by them or him Provided always that the expenses of the board of directors and of the secretary and auditors of the said company and of

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8. The tolls rates and charges for the local and through traffic passing over the railway or any portion thereof shall be received by the Great Western Company and shall be the tolls rates and charges to be from time to time agreed to between the Great Western and the Festiniog Companies or to be settled by arbitration in manner herein-after mentioned in case of difference the Festiniog Company's proportion of the tolls rates and charges in respect of through traffic shall be in mileage proportion to the distance traversed upon the Corwen and Bala Great Western and other railways from or to which such traffic shall come or proceed and the usual charges for terminals fixed for the time being by the rules of the Railway Clearing House in respect of any description of traffic on which terminal charges are now or may hereafter be fixed shall be credited to the Festiniog Company in respect of stations on the Festiniog Railway in addition to the said tolls rates and charges or the apportionment thereof as before described as the case may be Provided nevertheless and it is hereby declared that this clause so far only as it applies to fixing of tolls rates or charges shall not apply to the case of excursion trains or passengers or goods carried under special agreement as to which traffic the tolls rates and charges upon the railway shall after deducting terminals as aforesaid be in mileage proportion to the distance traversed upon the Corwen and Bala Great Western and other railways from or to which such traffic shall come or proceed All rents or payments by the Post Office for use of telegraph shall belong wholly to the Festiniog Company less a fair allowance for maintenance and working expenses or either and other charges or services if done or performed by the Great Western Company The directors engineer secretary and solicitor of the Festiniog Company shall be entitled to free passes over the railway between Ruabon and Festiniog during the continuance of this Agreement if and so long as the railways between Ruabon and Bala continue to be worked by the Great Western Company.

9. Proper and regular books of accounts such as are usually kept by railway companies in relation to their traffic and to their receipts or proportion of receipts and the mode of apportioning the same shall at all times be kept by the Great Western Company and be at all reasonable times open to the inspection of the Festiniog Company and any person by their appointment duly authorised to examine and take copies thereof and make extracts therefrom and the Great Western Company shall transmit to the Festiniog Company within forty days after the end of every calendar month an account showing the amount of the receipts of the said traffic and telegraph the number of passengers and the tonnage of goods and minerals applicable to the railway for such month and shall also keep and render half-yearly on the 20th day of February and the 20th day of August to the Festiniog Company true and accurate accounts of the total receipts and takings from and in respect of the traffic carried upon the railway for the previous half-year ending the 31st day of December and 30th day of June as the case may be and allow the Festiniog Company or any person as aforesaid appointed by them to inspect and examine and make extracts so far as may be reasonably necessary from the accounts so kept at all reasonable times and shall and will if and when required produce for inspection by the Festiniog Company or their agents as aforesaid all vouchers and documents in their custody or power for showing and evidencing the

accuracy of such accounts After any such accounts shall have been so made and delivered all objections thereto (if any) shall be made in writing within forty days from the delivery of such account and from that period the whole account if no part thereof shall have been objected to or such part thereof as shall not have been objected to if any objection thereto be made shall be treated as having been settled and adjusted and shall not be afterwards opened or questioned but if any dispute question or difference shall arise on such account or any item or items objected to unless the same can be settled by the parties hereto by agreement between themselves shall be referred to and settled by some person to be agreed upon by the Festiniog Company and Great Western Company respectively and if they cannot agree then by some person to be nominated by the Board of Trade and the certificate in writing of the person so agreed upon or nominated as aforesaid without any formal award shall be binding and conclusive on the parties hereto respectively as to the matter so referred to them.

10. The Great Western Company shall duly and faithfully account to the Festiniog Company for their revenue from the telegraph less a fair allowance for maintenance working and other expenses as herein-before provided and for rents of platelayers' houses if received or retained by them the Great Western Company for their the Festiniog Company's exclusive benefit and shall also duly and faithfully account to them for and in respect of the gross receipts and apportionment of receipts of and from or in respect of the traffic upon or over the said railway and every or any part thereof from whatever source arising such receipts being the sum or total sum received and receivable therefrom or apportioned thereto after deducting all such sums as may be provided for under this Agreement and as may be paid or payable to any person or company in respect of the traffic under the usual designation of "paid on" or "paid out" and after deducting the expense of collection or delivery outside the premises of the Festiniog Railway and of the Great Western Railway or any other railway from or upon which the traffic may be brought or be conveyed the Great Western Company shall out of such gross receipts as last aforesaid first defray the interest which shall accrue and as and when the same shall from time to time become due on the mortgage or bond debt or debenture stock of the Festiniog Company not exceeding £63,300 and shall in the next place retain a sum equal to 55 per cent. of such gross receipts for and in respect of the maintenance of the railway and the works thereof and all the expenses herein-before provided for and in respect of use of rolling-stock and plant working expenses rates taxes Government passenger duty and other charges essential to the conduct of the traffic of the said railway and the Great Western Company shall pay over to the Festiniog Company the residue of such gross receipts for their own benefit as aforesaid such last-mentioned payment to be made half-yearly in the months of February and August in each year Provided always that in case the aforesaid mortgage debt or any part thereof shall be paid off turned into debenture stock or otherwise capitalised by the Festiniog Company the interest in respect of such debt shall be accounted for and paid to the Festiniog Company in the same manner in all respects as if the same had continued an outstanding debt on the debentures of the said company.

11. If and whenever the said residue of receipts payable to the Festiniog Company proves insufficient to pay a dividend at the rate of £5 per cent. per

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annum upon the Festiniog paid-up capital (herein-after called the guaranteed sum) then in order to make up the deficiency of such dividend the Great Western Company the Llangollen Company the Corwen Company and Bala Company will subject as mentioned in the next article respectively allow the Festiniog Company as a rebate the following per-centages of the gross amount of all the tolls fares rates charges and sums of money from time to time receivable by the aforesaid companies respectively for all through traffic passing on to or over the Festiniog Railway or from off that railway except traffic arising or terminating at Bala on to or over any part of the railways of the said companies respectively (including the Shrewsbury and Hereford and the Shrewsbury and Wellington Railways):

The Great Western Company 50 per cent. of the gross receipts as after defined from the aforesaid traffic passing over their railways between any station or place thereon and their station at Ruabon and 20 per cent. of the gross receipts from the aforesaid traffic passing over the railways between Bala and Ruabon:

The Llangollen Company 25 per cent. of the gross receipts from the aforesaid traffic passing over their railway regarded as measured from Ruabon Station:

The Corwen Company 25 per cent. of the gross receipts from the aforesaid traffic passing over their railway:

The Bala Company 25 per cent. of the gross receipts from the aforesaid traffic passing over their railway:

Provided always that if the capital authorised to be raised for the construction of the railway including the money raised on debentures or by debenture stock shall be insufficient to complete the railway or to complete the second line of rails and other works and conveniences herein-before provided for the rebate payable under this article shall extend to any additional capital which may be authorised by Parliament or by the Board of Trade and agreed to by the companies parties hereto as being necessary for the purposes aforesaid or any of them or in the event of any difference between them as to such additional capital or the amount thereof such difference shall be determined by arbitration in the manner herein-after provided The term gross receipts used in this article shall mean and include the total sums received from traffic on the railways or portions of railways (as the case may be) of the companies parties hereto over which the traffic to and from the Festiniog Railway passes without any deduction for working expenses upon the said railway or railways or portions of railway (as the case may be) whosoever may work the same.

12. Provided that there shall be actually paid to the Festiniog Company such part only of the rebate as is from time to time requisite for making up the deficiency of the guaranteed sum to pay the aforesaid dividend at the rate of £5 per cent. per annum extendible as provided by the last clause and if and whenever the whole of the rebate is not required for that purpose then so much thereof as is not required shall belong to the Great Western Company the Llangollen Company the Corwen Company and the Bala Company respectively in the proportions to which they had contributed to the rebates.

13. In case an interval less than half-a-year shall elapse between the first opening of the railway for public traffic and the 30th day of June or the 31st day of December (as the case may be) next following the provisions of the four articles last preceding shall apply mutatis mutandis to such shorter period.

14. Subject and without prejudice to the foregoing provisions the Great Western Company are to have and to be entitled to during the continuance of this Agreement all the rights and powers of the Festiniog Company to make charges rates and tolls under the Bala and Festiniog Railway Act 1873 and all other the powers rights and privileges of the Festiniog Company under that Act so far as they relate to or arise out of the user or working of the said railway and premises and the rates tolls and charges payable for traffic thereon and for any of the services performed or the accommodation found in respect thereof and so that the Great Western Company may use the name of the Festiniog Company for the purposes of exercising or enforcing such rights powers and privileges indemnifying the Festiniog Company against all damages and costs arising out of such proceedings.

15. The companies parties hereto will forthwith subscribe or will procure others to subscribe for and take shares in the capital of the Festiniog Company to the respective amounts herein-after mentioned viz.:—The Great Western Company £100,000 the Llangollen Company £9,000 the Corwen Company £15,000 and the Bala Company £18,000 And the said Henry Robertson will forthwith subscribe or procure subscribers bonâ fide to and also shall take shares in the capital of the Festiniog Company to the amount of £28,000 and pay or cause to be paid all calls upon such shares.

16. The directors of the Great Western Company as soon as that company shall become holders of their shares in the Festiniog Company whether paid up or not may from time to time be entitled to appoint one-half of the directors of the Festiniog Company for the time being and all the provisions of the Bala and Festiniog Railway Act 1873 as to directors shall from time to time apply to each of the persons respectively appointed by the Great Western Company as a director of the Festiniog Company except the provision as to the possession in his right of the prescribed number of shares in the Festiniog Company and on the secretary of the Great Western Company from time to time informing the directors of the Festiniog Company of the appointment on the board of that company of a director or directors to represent the Great Western Company for whom such notice shall be given a vacancy or vacancies as the case may be shall be made in the board of the Festiniog Company if necessary for such director or directors The chairman of the Festiniog Board shall be chosen from out of the directors appointed by the Great Western Company.

17. This Agreement to be subject to the approval of the proprietors of the Great Western Company the Llangollen Company the Corwen Company and the Bala Company respectively at a general meeting of the said companies specially convened for the purpose and the majority at each of such meetings to approve of the agreement shall be three-fifths in value of the votes of the proprietors present in person or by proxy at each of such meetings.

18. If any question or difference shall arise between the companies parties hereto or any of them either as to the construction of this Agreement or as to any matter or thing arising thereout every such question or difference shall from time to time as the same shall arise be referred to and determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859 as to the settlement of disputed questions by arbitration as nearly as the case may admit the arbitrator or arbitrators or umpire as the case may be to be appointed if the parties to the reference do not otherwise agree on the application of either party by the Recorder of the City of London for the time being or failing him by the

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leading counsel on the Northern Circuit for the time being and all the before-mentioned clauses of that Act shall (so far as applicable) be deemed to be part of this Agreement as if they had been specially inserted herein and neither of the said parties shall commence or prosecute any action suit or proceeding against the other in respect of any such question or difference unless and until the party complained of shall have refused or neglected for seven days to submit any dispute to arbitration as aforesaid and each of the said parties agree to perform the award and decision of the arbitrator in the particular disputes referred to him or them In witness whereof the said companies parties hereto of the 1st 3rd 4th 5th and 6th parts have caused their common seals to be hereunto affixed and the said Henry Robertson hath hereunto set his hand and seal the day and year first before written.

The Common Seal of the Bala and Festiniog Railway Company.

Signed sealed and delivered by the before-named Henry Robertson, in the presence of— } Henry Robertson. L.S.

John Jones,
Solicitor,
Oswestry.

The Common Seal of the Vale of Llangollen Railway Company.

The Common Seal of the Llangollen&Corwen Railway Company.

The Common Seal of the Corwen and Bala Railway Company.

The Common Seal of the Great Western Railway Company.

## FIFTH SCHEDULE.



Articles of Agreement made the eleventh day of June one thousand eight hundred and eighty-four between The Bala and Festiniog Railway Company (incorporated by the Bala and Festiniog Railway Act 1873) of the first part The Great Western Railway Company of the second part The Vale of Llangollen Railway Company of the third part The Llangollen and Corwen Railway Company of the fourth part and The Corwen and Bala Railway Company of the fifth part.

Whereas by the Great Western Railway Act 1880 provisions were made for the vesting in the Festiniog Company and in the Great Western Company or either of them of the undertaking of the Festiniog and Blaenau Railway Company Limited (herein-after called "the Blaenau Company") upon the terms and conditions and in the manner and subject to the provisions therein contained and the undertaking of the Blaenau Company is now vested in the Festiniog Company and the railway which previous to such vesting formed the undertaking of the Blaenau Company extends from the railway of the Festiniog Company at the termination thereof at Festiniog to Blaenau:

And whereas since the vesting of the said railway in the Festiniog Company that company have converted such railway from a gauge of one foot eleven and a half inches to a gauge of four feet eight and a half inches and the said railway and the stations sidings approaches works and conveniences connected therewith (herein-after called "the Blaenau Railway") have been completed and opened for traffic:

And whereas the Great Western Railway Company under an agreement dated the twenty-seventh day of March one thousand eight hundred and seventy-nine and made between the Bala and Festiniog Railway Company of the first part (therein and herein-after called "the Festiniog Company") Henry Robertson of Pallé in the county of Merioneth M.P. of the second part the Great Western Railway Company (therein and herein-after called "the Great Western Company") of the third part the Vale of Llangollen Railway Company (therein and herein-after called "the Llangollen Company") of the fourth part the Llangollen and Corwen Railway Company (therein and herein-after called "the Corwen Company") of the fifth part and the Corwen and Bala Railway Company (therein and herein-after called "the Bala Company") of the sixth part work manage and maintain the railway of the Festiniog Company and the convenience of the public and the interests of the companies parties hereto would be promoted by the working by the Great Western Company of the Blaenau Railway:

And whereas by a certificate of the Board of Trade authorising the raising of additional capital and which is dated the twenty-seventh day of March one thousand eight hundred and eighty-two the Festiniog Company were authorised to raise for the purposes of their undertaking in addition to the capital already authorised to be raised by them any further sums not exceeding in the whole forty-eight thousand pounds by the creation and issue of new shares or stock either ordinary or preference or partly ordinary and partly preference at the

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option of the Festiniog Company And also from time to time to borrow on mortgage for the purposes of their undertaking beyond the sum then authorised to be borrowed by them any additional sum or sums not exceeding in the whole sixteen thousand pounds and the said sum of forty-eight thousand pounds has been created as ordinary stock :

And whereas by a certificate of the Board of Trade for raising additional capital and which is dated the thirty-first day of March one thousand eight hundred and eighty-four the Festiniog Company were authorised to raise for the purposes of their undertaking in addition to the capital already authorised to be raised by them any further sums not exceeding in the whole fifty thousand pounds by the creation and issue of new shares or stock either ordinary or preference or partly ordinary and partly preference at the option of the Festiniog Company and also from time to time to borrow on mortgage for the purposes of their undertaking beyond the sum then authorised to be borrowed by them any additional sum or sums not exceeding in the whole sixteen thousand six hundred pounds but no part of such capital has yet been raised or money borrowed :

And whereas the Great Western Company the Llangollen Company the Corwen Company and the Bala Company have under the recited Agreement of the twenty-seventh day of March one thousand eight hundred and seventy-nine agreed in the events therein specified to allow to the Festiniog Company the rebates therein provided for and which rebates it has been agreed to extend as herein-after provided :

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

1. From and after the confirmation by Parliament of this Agreement the Great Western Company at their expense shall and will thenceforth use and work the Blaenau Railway in connexion with and in continuation of and as part of the Bala and Festiniog Railway and save as herein expressly provided all the provisions of the recited Agreement of the twenty-seventh day of March one thousand eight hundred and seventy-nine shall apply to the Blaenau Railway as if such railway had formed part of the Bala and Festiniog Railway at the date of the said Agreement.

2. The Blaenau Railway and all the works thereon and all stations crossing places fences culverts drains watercourses and other works conveniences and appliances connected therewith shall during the first year of the working and use thereof to be reckoned from the commencement of the user and working thereof by the Great Western Company be kept in proper repair and in effectual working order and condition by that company and the Festiniog Company shall pay to them for so doing the sum of one hundred and fifty pounds such sum to be paid by four equal quarterly instalments on the thirty-first day of March the thirtieth day of June the thirtieth day of September and the thirty-first day of December.

3. The directors engineer secretary and solicitor of the Festiniog Company shall during the continuance of this Agreement be entitled to free passes over the Blaenau Railway in addition to those they are already entitled to over the railway between Ruabon and Festiniog.

4. And whereas by the recited Agreement of the twenty-seventh March one thousand eight hundred and seventy-nine it was provided that if and whenever the residue of receipts provided for by such Agreement payable to the Festiniog Company proved insufficient to pay a dividend at the rate of five pounds per

cent. per annum upon the paid-up capital subject to increase as therein provided of the Festiniog Company then in order to make up the deficiency of such dividend the Great Western Company the Llangollen Company the Corwen Company and the Bala Company would subject as mentioned in the next article thereof respectively allow the Festiniog Company out of the gross receipts as therein defined the rebate therein specified such rebate to be borne by the said companies respectively in the proportions therein mentioned It is hereby agreed that the said rebate shall be extended and it is hereby extended to the debenture capital of sixteen thousand pounds and to the ordinary capital of forty-eight thousand pounds authorised to be raised by the recited certificate of the Board of Trade of the twenty-seventh day of March one thousand eight hundred and eighty-two and to the sum of sixteen thousand six hundred pounds of debenture capital and the sum of fifty thousand pounds of ordinary or preference or partly ordinary or partly preference capital authorised to be raised by the Board of Trade certificate of the thirty-first March one thousand eight hundred and eighty-four and such rebate shall be allowed by the Great Western Company the Llangollen Company the Corwen Company and the Bala Company in the respective proportions mentioned in the said Agreement and any debenture stock which may be issued in pursuance of the said certificates shall form part of the debenture capital of the Festiniog Company and the interest on the whole of such debenture capital shall rank pari passu The term gross receipts used in the said recited Agreement as modified and extended hereby shall mean and include the total sums received from traffic on the railways or portions of railways (as the case may be) of the companies parties hereto over which the traffic to and from the Festiniog Railway (including therein the Blaenau Railway) passes without any deduction for working expenses upon the said railways or portions of railway (as the case may be) whosoever may work the same Provided always that the interest on the debenture capitals of sixteen thousand pounds and of sixteen thousand six hundred pounds referred to in this article shall as and when the same shall become due be paid over to the Festiniog Company by the Great Western Company out of the gross receipts of the Festiniog Railway as defined in article eleven of the recited Agreement and including also therein the gross receipts of the Blaenau Railway.

5. Provided also that there shall be actually paid to the Festiniog Company such part only of the rebate as is from time to time requisite for making up the deficiency of the sum necessary to pay the aforesaid dividend at the rate of five pounds per cent. per annum extendible as provided by the last article and if and whenever the whole of the rebate is not required for that purpose then so much thereof as is not required shall belong to the Great Western Company the Llangollen Company the Corwen Company and the Bala Company respectively in the proportions to which they had contributed to the rebate.

6. This Agreement to be scheduled to the Great Western Railway No. 1 Bill which is now pending in Parliament and submitted to Parliament for confirmation thereby and such Bill so far as relates to this Agreement shall be subject to the approval of the proprietors of the Festiniog Company the Great Western Company the Llangollen Company the Corwen Company and the Bala Company respectively at a general meeting of the said companies specially convened for the purpose and the majority at each of such meetings to approve of the Bill shall be three-fourths in value of the votes of the proprietors present in person or by proxy at each of such meetings.

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7. This Agreement shall be subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill for the confirmation thereof make any material alteration in such Agreement it shall be competent to either of the companies parties hereto to withdraw the same.

8. This Agreement shall be supplementary to and not in substitution for the said recited Agreement of the twenty-seventh day of March one thousand eight hundred and seventy-nine and which Agreement except so far as modified or altered by this Agreement shall be as valid and binding as if this Agreement had not been entered into.

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

L.S.
Bala and Festiniog Railway Company.

L.S.
Great Western Railway Company.

L.S.
Vale of Llangollen Railway Company.

L.S.
Llangollen and Corwen Railway Company.

L.S.
Corwen and Bala Railway Company.

## SIXTH SCHEDULE.

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Articles of Agreement made the first day of January one thousand eight hundred and seventy-three between The Witney Railway Company (herein-after called "the Witney Company") of the one part and The Great Western Railway Company (herein-after called "the Great Western Company") of the other part.

Whereas the Witney Company was incorporated by the Witney Railway Act 1859 and authorised thereby and by the Witney Railway Acts 1861 and 1864 to make and maintain firstly a railway commencing at a point near the Old Pound Lane in the parish of Witney and terminating at a point near the parish boundary of Cassington and Yarnton and secondly a railway therefrom and terminating by a junction with the then existing railways of the Oxford Worcester and Wolverhampton Railway Company in the parishes of Yarnton and Wolvercot all in the county of Oxford with all proper stations works and conveniences connected with the railways thereby authorised and thirdly an approach road or carriageway from a point in the parish of Ducklington to the Witney railway station at Witney:

And whereas by an Agreement dated the seventeenth day of May one thousand eight hundred and sixty (which was approved by the Lords of Her Majesty's Privy Council for Trade and Foreign Plantations) and made between the Witney Railway Company of the one part and the said Oxford Worcester and Wolverhampton Railway Company (herein-after called the "Oxford "Worcester and Wolverhampton Company") of the other part it was agreed (article 1) that a junction of the railways should be effected at or near Yarnton as provided by the Witney Railway Act 1859 (article 2) that the Oxford Worcester and Wolverhampton Company should at their own cost erect a passenger station at Yarnton for the interchange of traffic instead of at Handborough as theretofore such station to be applicable to the interchange of passenger traffic between the Oxford Worcester and Wolverhampton Railway and the Witney Railway and that the Witney Company should at their own cost construct and effect the said junction with all proper points crossings and signals (article 3) that the two companies should at their joint expense construct and maintain all such sidings and other accommodation works as should be necessary and proper for the interchange of goods and mineral traffic between their respective railways (article 4) that the Oxford Worcester and Wolverhampton Company should afford all reasonable facilities for the interchange of traffic between the Witney Railway and other railways therein mentioned (article 5) that the Oxford Worcester and Wolverhampton Company should instead of charging a toll or rate as for six miles in respect of traffic passing over their railway to or from the Witney Railway for a distance less than three miles consent that in the case of such traffic such toll or rate should be reduced to a toll or rate as for three miles and as between the two companies such distance should in division be treated as three miles (article 6) that the Oxford Worcester and Wolverhampton Company should maintain and work the Witney Railway for the term of ten years from the date of the certificate of its being ready for opening for the purpose of public traffic and should provide all plant rolling-stock engines carriages and trucks and maintain all necessary persons for the efficient working and maintenance of the Witney Railway and the full development and maintenance of the traffic including the duties comprised under

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the head of terminals and should receive the tolls and charges earned in respect of such railway and pay half-yearly a sum equal to fifty per centum of the gross receipts of such railway to the Witney Company (article 7) that the Witney Railway should be worked under the supervision and direction of a joint committee consisting of six directors three whereof to be chosen by the board of each company:

And whereas the Witney Company constructed the railways authorised by its special Acts with all proper station buildings conveniences siding and accommodation works and the full mileage of the Witney railways is eight miles:

And whereas the junction and other works contemplated by the said Agreement of the seventeenth of May one thousand eight hundred and sixty were also duly made and constructed as thereby provided:

And whereas the certificate of the Witney Railway being ready for opening for the purposes of public traffic was given and bears date the eleventh day of November one thousand eight hundred and sixty-one and such railway was opened for public traffic on the twelfth day of November one thousand eight hundred and sixty-one:

And whereas the said approach road or carriageway was subsequently made for the purpose of giving improved and increased access from Ducklington to the Witney Railway Station at Witney and such approach road or carriageway has now become and is maintained as a public highway:

And whereas between the period which elapsed between the respective dates of the said Agreement of the seventeenth of May one thousand eight hundred and sixty and of the said certificate the undertaking of the Oxford Worcester and Wolverhampton Company became vested in the West Midland Railway Company which company was amalgamated with the Great Western Company in the year one thousand eight hundred and sixty-three:

And whereas the Witney Railway was from the date of the said certificate up to the time of the amalgamation of the West Midland Railway with the Great Western Company worked by the West Midland Company and has since then been and is now worked by the Great Western Company upon the terms and conditions of the said Agreement and under the supervision of a joint committee chosen as thereby provided the rates and tolls charged in respect of traffic upon and the number and time tables of the trains run on the Witney Railway have from time to time been and still are under the supervision of such joint committee:

And whereas the Great Western Company have been and still are in the habit of collecting by their own carts or other vehicles or by their agents and at their own cost goods intended for conveyance on the Witney Railway and of delivering such goods at the station on that railway nearest to the point of collection and in like manner of delivering goods conveyed by the railway from stations on that railway:

And whereas the Witney Company has contended that such cartage traffic ought to be treated as traffic within the meaning of the said Agreement and that they are entitled to fifty per centum of the proceeds of such cartage and the Great Western Company on the other hand have refused to render any account to the Witney Company touching such cartage and have insisted that they alone are entitled to the proceeds of such cartage and the Great Western Company have from time to time made up and rendered half-yearly accounts to the Witney Company excluding such cartage receipts and differences have arisen between the companies touching such accounts:

And whereas the Witney Company contend that they have not been allowed in the said accounts their full mileage proportion of traffic conveyed under the provisions of the said Agreement to and from the Witney Railway and other railways:

And whereas the Witney Company now owe the principal sum of thirty-two thousand pounds or thereabouts whereof the sum of sixteen thousand pounds is due upon mortgage or debentures and the residue to wit sixteen thousand pounds or thereabouts is due to landowners simple contract and other creditors and interest is now payable on nearly the whole of such debts at the rate of five pounds per centum per annum and the affairs of the Witney Railway are now being administered in certain suits now pending in the High Court of Chancery for the benefit of its creditors:

And whereas it is computed that the further sum of one thousand pounds or thereabouts will be required to discharge the further liabilities incurred or to be incurred by the Witney Company on being released from such suits and consequent thereon:

And whereas it is expedient that the Witney Company should be authorised to borrow or raise on mortgage or debentures any sum not exceeding seventeen thousand pounds in addition to the present mortgage debt of sixteen thousand pounds for the purpose of discharging its existing debts and of staying all further proceedings in the said suits and consequent thereon:

And whereas a treaty has been entered into between the Great Western Company and the Witney Company for the settlement of all differences between them and for a new working agreement to take effect from the expiration of the said Agreement of the sixteenth of May one thousand eight hundred and sixty:

And whereas the convenience of the public and the interests of the Witney Company and the Great Western Company would be promoted by the Great Western Company working the railways of the Witney Company for a further term of twenty years from the twelfth day of November one thousand eight hundred and seventy-one in connexion with the railways now belonging to or worked by the Great Western Company or which during such extended term may be acquired or worked by that Company and the Witney Company and the Great Western Company have mutually determined to enter into and execute these presents by way of agreement as herein-after appearing:

Now therefore these presents witness that it is hereby mutually agreed by and between the Witney Company for themselves their successors and assigns and the Great Western Company for themselves their successors and assigns as follows (that is to say):—

Article 1. In the interpretation of these presents the following expressions and words hereafter mentioned shall have the several meanings hereby assigned to them unless there be something either in the subject or context repugnant to such construction (that is to say):—

The expression "the Witney Railway" means and includes the whole of the railways belonging to the Witney Company to wit (1) the railway commencing from its terminus at Witney and terminating at the boundary between the parishes of Cassington and Yarnton and (2) the railway from thence to the existing junction with the Great Western Railway (formerly the Oxford Worcester and Wolverhampton Railway) and the stations station buildings sidings crossing places culverts bridges and all other works and conveniences connected with the said railways or any or either of them:

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The expression "the mileage of the Witney Railway" shall be deemed and taken to mean and include the full mileage of the Witney Railway to wit eight miles:

The expression "works and conveniences" shall mean and include all such sidings and other accommodation works (if any) as have been constructed at the joint expense of the Witney Company and the Oxford Worcester and Wolverhampton Company or the Great Western Company under or in pursuance of the said Agreement of the seventeenth May one thousand eight hundred and sixty and all sidings crossing places culverts and all stations station buildings and other works and conveniences belonging to the Witney Company and shall include all works and conveniences for landowners and others which under Act of Parliament or contract the Witney Company has already made or hereafter may be bound to make and also all gates quick-set or other fences along or in connexion with the Witney Railway but does not include the lands herein-after referred to as "surplus lands":

The expression "surplus land" shall include all such lands as are not now actually used for the Witney Railway its stations and works save and except so much and such parts of such lands (if any) as the chief engineer of the Great Western Company and the chairman of the Witney Company or his nominee on behalf of the Witney Company shall on or before the first day of June one thousand eight hundred and seventy-three by writing under their hands mutually determine as being lands required or likely to be required for the purposes of the Witney Railway or in case of difference between them save and except so much and such parts of such lands if any as shall be determined by arbitration under the provisions herein-after contained to be lands required for the purposes of the Witney Railway:

The expression "Great Western Railway" shall mean and include the several railways now constituting the Great Western system and all other railways which during the existence of this Agreement shall belong to or be worked by the Great Western Company other than the Witney Railway:

The word "traffic" means and includes all passengers parcels animals goods minerals and all other traffic whatsoever and all troops police and mails to be conveyed by the Great Western Company on the Witney Railway or any part thereof but does not include the rents and proceeds of surplus land.

Article 2. For the purpose of settling all existing differences between the Companies under the said Agreement of the seventeenth May one thousand eight hundred and sixty it is hereby mutually agreed as follows:—

(*a.*) The Witney Company hereby waives all claim to the proceeds arising from cartage of goods to and from the Witney Railway and it is hereby agreed that the Great Western Company shall be entitled henceforth to continue to collect and deliver goods at their own cost and that the proceeds of such cartage shall not be deemed or construed as being included in the term "traffic" within the meaning of the said Agreement of the seventeenth May one thousand eight hundred and sixty.

Article 3. From and after the twelfth day of November one thousand eight hundred and seventy-one and thenceforth until the twelfth day of November one thousand eight hundred and ninety-one (being an extended term of twenty years) which said term is herein-after referred to as "the term of this Agreement" the Great Western Company shall manage and maintain the Witney Railway and work the traffic thereon upon the terms and conditions and subject to the provisoes and agreements herein-after expressed and contained but subject

to such alterations (if any) as may be required by the Board of Trade at the expiration of the first ten years of the Agreement and in the event of any difference between the Great Western Company and the Witney Company as to any extra expense which may be incurred by the Great Western Company in consequence of such requirements (if any) the same shall be determined by arbitration in the manner herein-after provided.

Article 4. The Great Western Company shall at all times during the term of this Agreement at their own cost maintain in good working order and condition the passenger station erected at Yarnton under or in pursuance of the said Agreement of the seventeenth May one thousand eight hundred and sixty together with the said junction and all points crossings and signals and shall use the same for the interchange of traffic to and from the Witney Railway and the Great Western Railway.

Article 5. The Great Western Company shall instead of charging a toll or rate as for six miles in respect of traffic passing over their railway to or from the Witney Railway for a distance of three miles or less consent that in case of such traffic such toll or rate shall be reduced to a toll or rate as for three miles only and as between the Witney Company and the Great Western Company such distance shall in division of the traffic receipts be treated as three miles.

Article 6. The Great Western Company shall at all times during the term of this Agreement maintain the Witney Railway and all the various works and conveniences connected therewith in substantial repair and good working order and condition.

Article 7. The maintenance and repair of the Witney Railway works and conveniences provided for by article 6 shall include all the maintenance of the permanent way of the railway and sidings and of all stations and station buildings and all renewals of rails chairs sleepers and other works and materials and all repairs proper and sufficient for keeping the Witney Railway stations station buildings and other works and conveniences in good working order and condition and shall be effected to the reasonable satisfaction of the respective engineers of the Witney Company and the Great Western Company who respectively shall at all times have access to and inspection of the Witney Railway and stations and all proper and sufficient facilities for the purpose.

Article 8. And at all times during the term of this Agreement the Great Western Company shall with all requisite plant rolling-stock locomotive engines carriages and trucks use the Witney Railway in a proper manner for the purposes of all traffic thereon which they from time to time can reasonably convey thereon and the Great Western Company shall in like manner provide all such accommodation and facilities as shall be proper and sufficient for the safe and convenient user by them of the Witney Railway and every part thereof and for the reception accommodation conveyance and delivery of traffic thereon and shall work the Witney Railway and convey traffic thereon in a proper safe and convenient manner and shall run proper and convenient trains thereon in convenient connexion as far as reasonable with the trains on the Great Western Railway and in such manner as fairly to develop and as far as practicable to secure for the Witney Railway the traffic of the district served by that railway.

Article 9. With respect to the conveyance of troops police mails or other traffic (if any) which the Witney Company are or shall from time to time during the term of this Agreement be specially called on to convey on their railway or any part thereof the Great Western Company shall act as the agents of the Witney

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Company in conveying the same shall duly perform the duties of the Witney Company in that behalf and shall indemnify and hold harmless the Witney Company from all penalties losses and expense in that behalf.

Article 10. At all times during the term of this Agreement the Great Western Company shall provide and employ all such superintendents inspectors station-masters booking-clerks porters engine-drivers guards watchmen workmen and other officers and servants as shall be requisite for the proper and efficient superintendence management and working of the Witney Railway and the traffic thereon (excepting the secretary of the Witney Company) and shall provide all such locomotive power engines carriages trucks and rolling-stock plant stores materials and labour as shall be proper and sufficient for the working and user of the Witney Railway and every portion thereof by the Great Western Company and for the reception accommodation conveyance and delivery of traffic thereon and the Witney Company shall not be bound to employ or provide any such person or thing.

Article 11. At all times during the term of this Agreement the Great Western Company shall have exercise and enjoy at their own expense and risk and for their own benefit for the purposes of the management maintenance repair working and user by them of the Witney Railway all the rights powers and privileges whatsoever in that behalf of the Witney Company and as fully and as effectually as if the Witney Railway were part of the Great Western Railway subject nevertheless to the provisions of this Agreement.

Article 12. The Great Western Company will in the exercise of their rights powers and privileges under this Agreement in all respects duly perform and observe the several provisions with respect to the management maintenance working repair and user of the Witney Railway and of the traffic thereon contained in the Acts from time to time in force with respect to the same and will at all times fully and freely indemnify and save harmless the Witney Company from and against all obligations and liabilities in that behalf and all penalties for failures losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Great Western Company or any of their directors agents officers or servants in relation thereto.

Article 13. The Witney Company shall bear and defray all charges or outgoings in respect of surplus land which are not included in this Agreement and also the salaries or remuneration payable to their directors auditors and secretary but save as aforesaid the Great Western Company shall bear and pay all tithes or tithe rentcharges rates taxes and assessments except income tax in respect of the moneys payable by the Great Western Company to the Witney Company under this Agreement and except property tax in respect of surplus lands which from time to time after the said twelfth day of November one thousand eight hundred and seventy-one and thenceforth during the term of this Agreement shall be assessed or charged upon the Witney Railway or the lands stations or buildings belonging to the Witney Company and also all duties and other moneys payable in respect of passengers conveyed upon the Witney Railway or any part thereof and all other charges outgoings and expenses whatsoever of or in relation to the ownership occupation maintenance and working of the Witney Railway and the lands stations buildings works and conveniences in connexion therewith and of or in relation to the working the said railway and the traffic thereon.

Article 14. On and after the twelfth November one thousand eight hundred and seventy-one and thenceforth during the term of this Agreement the tolls

fares rates and charges payable for or in respect of the user of the Witney Railway and of the traffic thereon shall from time to time be fixed by a joint committee of the Great Western Company and the Witney Company to be appointed as herein-after mentioned such tolls fares rates and charges shall be collected recovered and received by the Great Western Company Provided always that in cases of emergency the general manager for the time being of the Great Western Company shall have power to fix and quote such rates and fares as he may think proper and necessary in order to meet any such case or to secure any particular traffic which might otherwise not be secured to or sent by the Witney Railway and such general manager shall in other respects have and may exercise the same powers and authority in and over the Witney Railway and the traffic thereof as he shall for the time being have the power to exercise over the Great Western Railway but all such special fares and rates so quoted as aforesaid shall at the first subsequent meeting of the said joint committee be submitted to them for and be subject to their sanction and approval Provided always that in the event of any difference between the two companies which is not or cannot be determined by the joint committee as to tolls fares rates and charges so fixed the same shall be settled by arbitration in manner herein-after provided but during the continuance of such arbitration the tolls fares rates and charges then fixed and payable shall be collected recovered and received unless otherwise agreed on or determined.

Article 15. On and after the twelfth November one thousand eight hundred and seventy-one and thenceforth during the term of this Agreement the gross amount of all the tolls fares rates and charges from time to time payable in respect of the user of the Witney Railway or any part thereof and of the traffic conveyed thereon and receivable by the Great Western Company herein-after called "gross receipts" shall be divided between and belong to the two companies in the following proportions (that is to say)—

1st. The Great Western Company may out of such gross receipts retain the amount of the government duty payable in respect of passengers:

2nd. The residue of such gross receipts remaining after providing for passenger duty shall be applied as follows (that is to say)—

(*a*) Fifty per centum of such residue shall belong to the Great Western Company and shall be received and retained by them in full satisfaction of all their costs charges and expenses of and incident to the management maintenance repair and working by them of the Witney Railway and the traffic thereon and all other expenditure and liabilities of the Great Western Company under this Agreement:

(*b*) The remaining fifty per cent. (herein-after called the Witney percentage) shall belong to and be paid to the Witney Company:

3rd. The Great Western Company shall out of their proportion of such gross receipts pay to the Witney Company the sum of two hundred and fifty pounds per annum.

Article 16. The gross receipts shall include a due mileage proportion of all through fares rates and charges (after deduction of the usual clearing-house charges) in respect of all traffic passing to or from the Witney Railway or any part thereof and to or from any other railway or railways and shall include all terminal charges in respect of traffic arising at or terminating at Witney or any other station or stations of the Witney Railway and in respect of traffic arising or terminating at the station at Yarnton and intended for conveyance or conveyed

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upon the Witney Railway or any part thereof and all other tolls rates fares and charges whatsoever for or in respect of traffic of any description conveyed upon the Witney Railway or any part thereof and also all rentals received by the Great Western Company for or in respect of lands or buildings belonging to the Witney Company other than surplus land Provided always that save for the purpose of this Agreement the Yarnton Station shall not be deemed as part of the Witney Railway it being hereby declared and admitted that although the sidings and other conveniences for the accommodation and interchange of traffic to and from the Witney Railway were constructed at the cost of and belong to the Witney Company the station at Yarnton was constructed by the Great Western Company or its predecessors in title and belongs to the Great Western Company.

Article 17. Provided always and it is hereby agreed and declared that all cartage of goods of and from any station or stations on the Witney Railway shall be at the sole cost and risk of the Great Western Company who are entitled for their own use to the actual proceeds of such cartage but this provision shall not in any manner prejudice the rights of the Witney Company under this Agreement in respect of station terminals or otherwise On the contrary it is hereby expressly agreed and declared that the full amount payable for station terminal charges shall be brought into account and included in the gross receipts including the station terminals at Yarnton in respect of traffic intended to be conveyed or conveyed on the Witney Railway or any part thereof.

Article 18. Provided further and it is hereby expressly agreed and declared that as well for the purpose of ascertaining the proportion of through fares rates and charges of traffic arising at or destined for Witney and passing over the Witney Railway to or from Yarnton and any other railways or railway beyond the mileage of the Witney Railway shall be deemed and treated as eight miles and that in like manner in calculating the mileage proportion attributable to the Witney Company in respect of through traffic passing to or from places westward of Witney and passing over the Witney Railway to or from Yarnton or places beyond shall be taken as seven miles and six furlongs and in respect of traffic arising at or destined for the station of the East Gloucestershire Railway at Witney and arising at or destined for places on the railway of the Witney Company including the Yarnton Station the Witney Company's proportion of the receipts shall be calculated as to or from the said station of the East Gloucestershire Company.

Article 19. So much of the said two hundred and fifty pounds per annum as shall accrue due between the twelfth day of November one thousand eight hundred and seventy-one and the thirty-first day of December one thousand eight hundred and seventy-two both inclusive and so much of the Witney percentage during the same period as shall not have been paid before the thirty-first December one thousand eight hundred and seventy-two shall be paid to the Witney Company within twenty-eight days after the thirty-first December one thousand eight hundred and seventy-two and thenceforth and during the term of this Agreement the said sum of two hundred and fifty pounds per annum and the Witney percentage payable to the Witney Company under article 15 shall be paid half-yearly within twenty-eight days after the thirtieth day of June and the thirty-first day of December respectively in every year Provided always and it is hereby expressly agreed that the Great Western Company shall during the term of this Agreement from time to time advance to the Witney Company

on account of the two hundred and fifty pounds per annum and the Witney percentage due in each half-year such an amount as shall be sufficient to enable the Witney Company to pay the interest on their mortgage or debenture debt not exceeding in the aggregate thirty-three thousand pounds The said advances shall be made half-yearly in time to enable the interest to be paid on the first day of January and the first day of July in every year and shall be credited to the Great Western Company on account of the two hundred and fifty pounds per annum and the Witney percentage payable by them to the Witney Company under this Agreement.

Article 20. The Great Western Company shall from time to time and at all times during the term of this Agreement keep proper and correct accounts of all passengers goods minerals mails police and other traffic conveyed by them upon the Witney Railway or any part thereof and of all tolls rates charges and terminals or other moneys received by or payable to them in respect of such traffic and of all rents received by them under this Agreement showing the particulars of all such traffic and rents and such accounts shall be open at all reasonable times for the inspection and transcription so far as it may be necessary of the directors and agents of the Witney Company and the Great Western Company shall at all such times afford to the Witney Company its directors and agents all proper and sufficient facilities for such inspection and transcription so far as may be necessary as aforesaid including free access to the books and documents at each station on the Witney Railway including the Yarnton Station and at the Audit Office of the Great Western Company And the Great Western Company hereby agrees for such purpose to grant free passage in first-class carriages for not exceeding three persons engaged on the business of the Witney Company to and fro on the same day on the Witney Railway and any of the railways of the Great Western Company.

Article 21. With respect to all through traffic passing to and from the Witney Railway or any part thereof and any of the several other railways belonging to or from time to time worked or used by the Great Western Company and whether or not also passing on any other railway the accounts of the tolls fares rates and charges of all such through traffic shall be so kept as that an equal mileage proportion thereof including terminals shall be apportioned or attributed to the Witney Railway and such several other railways and such accounts shall show clearly the mileage proportion attributed to each railway.

Article 22. The Great Western Company shall within twenty-eight days after the thirty-first day of December one thousand eight hundred and seventy-two make out and transmit to the Witney Company a proper and correct account showing the proportion of the two hundred and fifty pounds per annum payable for the period which shall elapse between the twelfth day of November one thousand eight hundred and seventy-one and the thirty-first day of December one thousand eight hundred and seventy-two and also the full gross traffic receipts and rents received by or payable to the Great Western Company under or by virtue of this Agreement during the same period and showing the Witney percentage of such receipts and shall at the same time pay to the Witney Company as provided by article 19 the amount due to them upon that account And the Great Western Company shall in like manner subsequently and within twenty-eight days after the thirtieth day of June and thirty-first day of December in every year during the term of this Agreement make out and transmit to the Witney Company half-yearly accounts to the thirtieth day of June and thirty-first day

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of December in each year showing the particulars aforesaid relating to the half year ended on those days respectively and shall within such twenty-eight days pay to the Witney Company as provided by article 19 one moiety of the said two hundred and fifty pounds per annum and the Witney percentage accrued during the half year to which such accounts severally relate less the advances on account made to the Witney Company under article 19.

Article 23. The said accounts shall be signed by the secretary or other proper officer of the Great Western Company and delivered to the secretary for the time being of the Witney Company.

Article 24. The Great Western Company and the Witney Company shall within three months after the execution of these presents and for the purposes of this Agreement appoint a joint committee of six persons of whom three shall be directors of the Great Western Company and three shall be directors of the Witney Company and from time to time during the term of this Agreement as and when any vacancy shall occur in the joint committee the company who appointed the committeeman whose place shall have become vacated shall appoint another director to fill up such vacancy.

Article 25. The joint committee shall have full power to prescribe their quorum duties and procedure Provided always that the Great Western Company and the Witney Company may delegate to the joint committee such powers and discretions for the purposes of this Agreement as they think fit and except so far as the Great Western Company and Witney Company from time to time otherwise mutually agree the joint committee shall from time to time determine the various matters referred to them under this Agreement.

Article 26. The Great Western Company shall if required by the Witney Company guarantee out of their revenue payment of interest on the mortgage or debenture debt of the Witney Company or any part thereof for the term hereby created or for such extended term as shall be agreed on such mortgage or debenture debt not exceeding in the whole the sum of thirty-three thousand pounds Provided always and it is hereby expressly agreed that the Great Western Company shall be empowered to recoup to themselves all advances or payments which for the time being shall be actually made by the Great Western Company under such guarantee out of the said two hundred and fifty pounds per annum and out of the Witney percentage payable by the Great Western Company to the Witney Company under this Agreement and also out of the future earnings of the Witney Railway but nothing herein contained shall be deemed or construed as giving the Great Western Company any lien upon the said two hundred and fifty pounds per annum and the Witney percentage except in respect of such moneys as for the time being shall have been actually paid or advanced by them under the said guarantee.

Article 27. It is hereby agreed and declared that the Witney Company shall have full power to sell or otherwise dispose of their surplus lands for their own benefit.

Article 28. Neither of the companies parties hereto will at any time commence or continue any proceeding whatsoever at law or in equity against the other of them with respect to any matter whatsoever which could be decided by arbitration under this Agreement except only any proceedings for compelling the reference of any matter to arbitration in accordance with this Agreement or for giving effect to the reference or to any award thereon.

Article 29. The companies hereto respectively mutually bind themselves to each other to fulfil this Agreement and all the articles thereof in good faith and in every case of difference to the satisfaction of the arbitrator and they respectively will abide by and fulfil every award from time to time made under these presents and affecting their respective interests.

Article 30. If and whenever any difference arises between the Witney Company or their assigns and the Great Western Company or their assigns touching the true intent or construction of this Agreement or touching anything to be done suffered or omitted in pursuance of this Agreement or touching any of the incidents or consequences of this Agreement or touching the carrying into effect of any of the articles of this Agreement or touching any breach or non-fulfilment or alleged breach or non-fulfilment of this Agreement or touching any liability damages losses costs or expenses by reason of any such breach or alleged non-fulfilment or touching any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises or touching the mode of keeping or making out or the propriety or sufficiency of the accounts or vouchers or half-yearly or other statements or any of them or as to the mode of rendering the half-yearly or other statements or any of them every such difference shall as well as every other question or matter hereinbefore provided to be determined by arbitration 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 between the two companies and this article shall accordingly be and have effect as an agreement between the two companies for arbitration under that Act.

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

(By order)
George Broom, Secretary.

L.S. of the Witney Railway Company.

The common seal of the Great Western Railway Company was affixed in the presence of
G. Cottman, Assistant Secretary.

of the Great Western Railway Company.

LONDON: Printed by Eyre and Spottiswoode.
Printers to the Queen's most Excellent Majesty. 1884.