# CHAPTER cxliii.

An Act for conferring further powers upon the Great Western Railway Company in respect of their own undertaking and upon that Company and the London and North Western Railway Company in respect of undertakings in which they are jointly interested for amalgamating the Tiverton and North Devon and the Oldbury Railway Companies with the Great Western Railway Company and for other purposes. [31st July 1894.] A.D. 1894.

(New railways and other works and lands.)

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

(Company and North Western Company.)

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

(East Usk Railway.)

And whereas it is expedient that the powers granted by the East Usk Railway Act 1885 and the East Usk Railway Act 1890 for the construction of Railways No. 1 and No. 2 by the said Acts authorised (which powers were vested in the Company by the Great Western Railway Act 1892) should be revived and extended and that the powers for the compulsory purchase of lands required for the portion of Railway No. 1 in this Act mentioned or referred to and for Railway No. 2 should be revived:

A.D. 1894.

(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 or the powers for the construction of which are by this Act revived and plans showing the lands by this Act authorised to be acquired and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerks of the peace for the several counties within which 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:

(Superfluous lands.)

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

(Abandonments.)

And whereas it is expedient that the construction of the authorised railways of the Company in this Act mentioned or referred to should be abandoned:

(Amalgamations.)

And whereas the undertakings of the Tiverton and North Devon and the Oldbury Railway Companies are under the authority of Parliament leased to or worked by the Company:

And whereas the third schedule to this Act contains in the first three columns thereof a statement of the particulars of the capitals issued by the said companies respectively:

And whereas the Company have under the authority of Parliament subscribed for and now hold by themselves or their nominees the shares of the said companies specified in the fourth column of the said schedule and the Company or their nominees have also subscribed for and now hold the shares mortgages and debenture stock of the said companies mentioned in the fifth column of the same schedule and it is expedient that the said companies should be amalgamated with the Company in the manner provided by this Act:

And whereas the undertaking of the Hammersmith and City Railway Company incorporated by the Hammersmith and City Railway Act 1861 is under the authority of the Hammersmith and City Railway Act 1865 and the Metropolitan Railway Act 1865 and the Great Western Railway (Additional Powers) Act 1865 vested in the Company and the Metropolitan Railway Company (in this Act referred to as "the Metropolitan Company") and by the Great Western Railway (Various Powers) Act 1867 the Hammersmith and City Railway Company was dissolved and provision

A.D. 1894.

was made for the management of the said undertaking by a joint committee of the Company and the Metropolitan Company:

And whereas the borrowing powers conferred by section 10 of the said Hammersmith and City Railway Act 1865 are now vested in and exerciseable by the Company and the Metropolitan Company but by section 14 of that Act the purposes to which moneys raised under the said Act are applicable are limited to the purposes authorised by the said Act and the Hammersmith and City Railway Act 1861 or one of them and it is expedient to extend the purposes to which such moneys may be applied as provided by this Act:

And whereas it is expedient that certain lands acquired by the Metropolitan Company under the provisions of the Metropolitan Railway Act 1882 should be vested in the Company and the Metropolitan Company jointly:

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

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

(North Western Company Application of funds.) And whereas it is expedient that the North Western Company should be empowered to apply their funds as provided by this Act:

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

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

Short title. **1.** This Act may be cited for all purposes as the Great Western Railway (No. 1) Act 1894.

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

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845:

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

A.D. 1894.

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

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for nonpayment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money ;

The conversion of the borrowed money into capital ;

The consolidation of shares into stock ; and

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

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

Interpretation.

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

The expression "the railways" means the new railways by this Act authorised to be made by the Company :

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

The expression "the amalgamated companies" means and includes the Tiverton and North Devon Railway Company and the Oldbury Railway Company :

The expression "the amalgamated undertakings" means and includes the undertakings of the amalgamated companies 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.

A.D. 1894.

Power to make new railways and works.

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

(1.) A railway (distinguished on the deposited plans and sections and in this Act referred to as No. 3) 1 mile 3·65 chains in length to be wholly situate in the parish of Bedwellty in the county of Monmouth commencing by a junction with the Pennar Branch Railway of the Company and terminating in the field numbered on the Ordnance map $\frac{1}{2500}$ scale 1,715 in the said parish about 26 chains measured in a westerly direction from the building known as Twyngwyn :

(2.) A railway (distinguished on the deposited plans and sections and in this Act referred to as No. 8) 13 miles 5 furlongs 3·45 chains in length in lieu of the Railway No. 6 authorised by the Great Western Railway Act 1883 and the Railway No. 2 authorised by the Great Western Railway Act 1890 commencing in the parish of Urchfont in the county of Wilts by a junction with the Berks and Hants Extension Railway of the Company and terminating in the parish of Westbury by a junction with the Wilts Somerset and Weymouth Railway of the Company :

(3.) An embankment in lieu of a portion of the existing Olton Viaduct in the parish of Solihull in the county of Warwick which carries the railway of the Company over the reservoir of the Warwick and Birmingham Canal Company such embankment to commence at or near the south-eastern end of the said viaduct and to terminate at or near the north-eastern bank of the said reservoir and also the widening on the north-eastern side thereof of the remainder of the said viaduct :

The following viaducts and embankments in substitution of the existing viaducts and embankments on the railway of the Company at or near the same places all in the county of Cornwall :—

(4.) A viaduct and embankments to be wholly situate in the parish of Saint Austell commencing at or near the south-eastern end of the existing viaduct at a point about 1 chain

A.D. 1894.

south-eastward of the mile post on the railway of the Company indicating 286¾ miles from Paddington and terminating at or near the north-western end of the said viaduct at a point on such railway about 10 chains north-westward of the said mile post:

(5.) A viaduct and embankments to be situate in the parishes of Saint Austell and Saint Mewan commencing at or near the north-eastern end of the existing viaduct in the said parish of Saint Austell at a point about 3 chains north-eastward of the mile post on the railway of the Company indicating 287½ miles from Paddington and terminating at or near the south-western end of the said viaduct in the parish of Saint Mewan at a point on such railway about 7½ chains south-westward of the said mile post:

(6.) A viaduct and embankments to be wholly situate in the parish of Probus commencing at or near the eastern end of the existing viaduct at a point about 9 chains eastward of the mile post on the railway of the Company indicating 296¾ miles from Paddington and terminating at or near the western end of the said viaduct at a point on such railway near to the said mile post:

(7.) A viaduct and embankments to be wholly situate in the parish of Probus commencing at or near the eastern end of the existing viaduct at a point about 7 chains westward of the mile post on the railway of the Company indicating 297 miles from Paddington and terminating at or near the western end of the said viaduct at a point on such railway about 11½ chains westward of the said mile post:

(8.) A viaduct and embankments to be situate in the parishes of Saint Clement and Kenwyn commencing at or near the north-eastern end of the existing viaduct in the said parish of Saint Clement at a point about 11 chains north-eastward of the mile post on the railway of the Company indicating 300¼ miles from Paddington and terminating at or near the south-western end of the said viaduct in the said parish of Kenwyn at a point on such railway about 9 chains south-westward of the said mile post:

(9.) A viaduct and embankments to be situate in the parishes of Saint Mary Truro and Kenwyn commencing at or near the north-eastern end of the existing viaduct in the said parish of Saint Mary Truro at a point about 1 chain north-eastward of the mile post on the railway of the Company indicating 300½ miles from Paddington and terminating at or near the south-

western end of the said viaduct in the said parish of Kenwyn at a point on such railway about 13½ chains south-westward of the said mile post:

(10.) A viaduct and embankments to be situate in the parishes of Camborne and Gwinear commencing at or near the south-eastern end of the existing viaduct in the parish of Camborne at a point about 4 chains north-westward of the mile post on the railway of the Company indicating 314½ miles from Paddington and terminating at or near the north-western end of the said viaduct in the said parish of Gwinear at a point on such railway about 14½ chains north-westward of the said mile post:

(11.) The widening of the following bridges which carry the Company's railway over the canals roads and river specified in the parishes and counties herein-after mentioned viz.:—

| Canal Road or River. | Side of Bridge on which Widening is to be made. | Parish. | County. |
|---|---|---|---|
| High Street Hungerford - - - | Northern - | Hungerford | Berks. |
| Road from Church Street Hungerford to Church Croft. | Northern - | Hungerford | Berks. |
| Road from Church Street Hungerford to the Vicarage. | North-western | Hungerford | Berks. |
| Road from Smitham Bridge to the Kennet and Avon Canal. | Northern - | Hungerford | Berks. |
| Kennet and Avon Canal. | Northern - | Hungerford | Wilts. |
| Road from Littleworth to New Mill - | North-western | Milton Lilbourne. | Wilts. |
| Road from Little Ann Copse to New Mill - | North-western | Milton Lilbourne. | Wilts. |
| Holly Bush Lane - - - - | North-western | Pewsey - | Wilts. |
| Road from North Street Pewsey to Buckleaze Mill. | North-western | Pewsey - | Wilts. |
| Sharcott Drove - - - - | North-western | Pewsey - | Wilts. |
| Icknield Street Hockley - - - | South-western | Birmingham | Warwick. |
| Over the Stourbridge Canal Wharf and Towing Path about 4 chains south-westward of the Southern end of the Up Platform at the Brettell Lane Station. | Both sides - | Kingswinford. | Stafford. |
| Union Street Plymouth - - - | Both sides - | St. Andrew Plymouth. | Devon. |
| Road from Trenance to St. Austell about 6 chains north-westward of the post on the Company's railway indicating 287 miles from Paddington. | South-western | St. Austell | Cornwall. |
| Road from Truro to Ladock about 4 chains north-eastward of the post on the Company's railway indicating 295¾ miles from Paddington. | North-western | Probus - | Cornwall. |
| Road from Kenwyn to Truro about 9 chains north-eastward of the post on the Company's railway indicating 300½ miles from Paddington. | North-western | Kenwyn and St. Mary Truro. | Cornwall. |

A.D. 1894.

| Canal Road or River. | Side of Bridge on which Widening is to be made. | Parish. | County. |
|---|---|---|---|
| Road from Penwithers to Higher Town Truro about 8 chains north-eastward of the post on the Company's railway indicating 301¾ miles from Paddington. | Both sides - | Kenwyn - | Cornwall. |
| Road from Wheal Jane to Newbridge about 7 chains south-eastward of the post on the Company's railway indicating 303 miles from Paddington. | South-western | Kenwyn - | Cornwall. |
| Road leading from the Main Road between Truro and Redruth to Blackwater about 5 chains westward of the post on the Company's railway indicating 307¾ miles from Paddington. | South-eastern | Gwennap - | Cornwall. |
| Road from St. Erth to Hayle about 1 chain north-eastward of the post on the Company's railway indicating 320¼ miles from Paddington. | South-eastern | St. Erth - | Cornwall. |
| Over the River Hayle about 3 chains north-eastward of the post on the Company's railway indicating 320½ miles from Paddington. | South-eastern | St. Erth - | Cornwall. |

Power to lay additional rails at level crossings.

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

| Level-Crossing. | Parish. | County. |
|---|---|---|
| Millbay Road Plymouth | St. Andrew Plymouth - | Devon. |
| Dolcoath - - | Camborne - - | Cornwall. |
| Stray Park - - | Camborne - - | Cornwall. |
| Sandy Lane - - | Gwinear - - | Cornwall. |

Provided always that before laying an additional line of rails at any of the before-mentioned level crossings other than that at Sandy Lane the Company shall construct a footbridge at the crossing at which the additional line is proposed to be laid Provided also that the Company shall not permit foot passengers to cross the railway on the level at any of the said level crossings after the additional line has been laid except at such times as the gates a such crossing are open for the passage of vehicles.

Rates and charges for railways.

**6.** Railway No. 8 and the works herein-before described other than Railway No. 3 shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) and for all other purposes be deemed to be part of the Company's railways as if the same had been part of the Great Western Railway at the date of the passing of the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale II. of Part I. in the Appendix to the said Order shall be applicable to the said railway and works Provided always that as respects passenger traffic and parcels other than perishable merchandise by passenger train the fares rates and charges to be demanded and recovered in respect thereof shall not exceed the rates and charges prescribed by the Berks and Hants Extension Railway Act 1859 And the maximum rates and charges to be demanded and recovered in respect of Railway No. 3 shall be the rates and charges for the time being authorised to be demanded and recovered in respect of the South Wales Railway of the Company.

Inclination of a certain road.

**7.** In altering for the purposes of this Act the road numbered on the deposited plans of Railway No. 8 69 in the parish of Urchfont the Company may make the same of any inclination not steeper than one in sixteen.

Height and span of bridges.

**8.** The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say):—

| Number on deposited Plan. | Parish. | Description of Road. | Height. | Span. |
|---|---|---|---|---|
| | | RAILWAY No. 3. | | |
| 27 | Bedwellty - - | Public - - | 15 feet - | 25 feet |
| | | RAILWAY No. 8. | | |
| 69 | Urchfont - - | Public - - | 15 feet - | 20 feet |
| 34 | Market Lavington | Public - - | 15 feet - | 20 feet |
| 7 | West or Bishop's Lavington. | Public - - | 15 feet - | 20 feet |
| 5 | Earl Stoke - | Public - - | 14 feet - | 20 feet |
| 7 | East Coulston - | Public - - | 14 feet - | 20 feet |
| 55 | Westbury - - | Public - - | 14 feet - | 20 feet |
| 56 | Westbury - - | Public - - | 14 feet - | 20 feet |
| 85 | Westbury - - | Public - - | 15 feet - | 20 feet |
| 92 | Westbury - - | Public - - | 15 feet - | 20 feet |

A.D. 1894.

Widths of certain roadways.

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

| Number on Plan. | Parish. | Description of Roadway. | Width of Roadway. |
|---|---|---|---|
| | | RAILWAY No. 3. | |
| 38 | Bedwellty - - | Public - - | 15 feet |
| | | RAILWAY No. 8. | |
| 30 | Urchfont - - | Public - - | 20 feet |
| 7 | Little Cheverell - | Public - - | 20 feet |
| 5 | Great Cheverell - | Public - - | 20 feet |
| 39 | Great Cheverell - | Public - - | 20 feet |
| 23 | Edington - - | Public - - | 20 feet |
| 32 | Edington - - | Public - - | 20 feet |
| 36 | Edington - - | Public - - | 20 feet |
| 61 | Edington - - | Public - - | 20 feet |

Power to divert road as shown on deposited plans.

**10.** The Company may divert the public highway numbered on the deposited plans of Railway No. 8 37 in the parish of Great Cheverell in the manner shown upon the deposited plans and sections and when and as the new portion of road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road and when and so soon as the said road is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company.

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

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

For the protection of the Erlestoke Park estate.

**12.** For the protection of Simon Watson Taylor or other the owner or owners for the time being of the Erlestoke settled estate in the county of Wilts all of whom are in this section included in

the expression "the owner" the following provisions shall unless otherwise agreed between the owner and the Company be observed and have effect:—

(1.) The Company shall not without the consent of the owner deviate the Railway No. 8 to the southward of the centre line thereof as shown on the deposited plans between the distances of 6 miles and 5 furlongs and 6 miles 6 furlongs marked on those plans:

(2.) The Company shall soil and sow with good grass seed so much of the southern slope of the embankment upon which the railway will be carried through the property of the owner as can be seen from the terrace walk in front of Erlestoke House and being within a distance of half a mile from that house and shall also plant the same with fir and spruce trees to the reasonable satisfaction of the owner and shall from time to time renew such trees as occasion may require but so that such trees shall not interfere with the safe working of the railway:

(3.) Notwithstanding anything in this Act or shown on the deposited plans and sections the Company shall not lower the level of the roadway numbered on those plans 5 in the parish of Erlestoke to a greater extent than 2 feet 4 inches or the roadway numbered 7 in the parish of East Coulston to a greater extent than 3 feet 3 inches and shall construct and maintain bridges for the purpose of carrying such roadways under the railway of a clear width between the piers or abutments thereof of not less than 20 feet measured on the square and a clear headway of not less than 14 feet throughout above the level of the surface of the said roadways respectively as altered and the Company shall construct and maintain such drains and works as shall be necessary for efficiently draining so much of the said roads as shall be lowered as aforesaid:

(4.) The Company shall construct and maintain—

(1.) Bridges for the purpose of carrying the roads respectively numbered on the deposited plans 77 in the parish of Urchfont and 6 in the parish of Edington over the railway having each a clear width between the parapet walls thereof of not less than 15 feet measured on the square:

(2.) A bridge for carrying the roadway which crosses the property numbered on the deposited plans 42 in the parish of Great Cheverell over the railway of a clear

A.D. 1894.

width between the parapet walls of not less than 12 feet measured on the square and having a gradient not steeper than 1 in 16:

(3.) Bridges for roadways under the railway (a) between the distances of 1 mile 5 furlongs and 1 mile 6 furlongs and (b) between the distances of 2 miles 4 furlongs and 2 miles 5 furlongs each such bridge to be of a clear width between the piers or abutments of not less than 15 feet and having a headway throughout of not less than 14 feet above the surface of the roadway and the Company shall also form pitch and make good with hard stone to the satisfaction of the owner a roadway 15 feet in width under each of the said bridges and for a distance of twenty yards on either side thereof and shall for ever after maintain the same:

(4.) So many cattle creeps under the railway where it passes through the property of the owner as the owner may from time to time require (not exceeding six in number) having each a headway of 8 feet above the present surface of the ground at the point of crossing and a clear width between the parapets or abutments of not less than 12 feet:

And the Company shall not alter the level or gradient of the road numbered 77 in the parish of Urchfont and shall construct the approaches to the bridge carrying the said road numbered 6 in the parish of Edington of an inclination not steeper than one in sixteen:

(5.) Before interfering with the roadway at present crossing the property numbered on the deposited plans 40 in the parish of Great Cheverell the Company shall form and complete to the satisfaction of the owner a road in lieu of the portion of road so interfered with along the southern boundary of their railway so as to afford as convenient an access as at present from the property numbered 45 to the road numbered 39 in the said parish and shall construct to the like satisfaction a proper gate across the said substituted road at the junction thereof with the road numbered 39:

(6.) The Company shall before interfering with the road numbered on the deposited plans 2 in the parish of East Coulston construct and complete to the satisfaction of the owner a substituted road of a not less width than 15 feet on the north side of the Railway No. 8 to connect the said road with the road

numbered on the deposited plans 7 in the said parish and shall also construct to the like satisfaction a proper gate across the said road at the junction thereof with the road numbered 7 or shall at their option construct and maintain a bridge for carrying that road under the railway of a clear width between the piers or abutments thereof of not less than fifteen feet measured on the square and having a clear headway of not less than fourteen feet:

(7.) Before commencing the construction of any part of the railway on the property numbered on the deposited plans 13 in the parish of Edington the Company shall construct and complete to the satisfaction of the owner a roadway of not less than 15 feet in width along the northern boundary of the railway from the said property numbered 13 to the road numbered 6 in the said parish and shall also to the like satisfaction construct a proper gate across the said road at the junction thereof with the said road numbered 6:

(8.) The Company shall construct and maintain a bridge for carrying the roadway numbered 51A in the parish of Edington over the railway so as to connect the properties numbered respectively 51 and 53 in that parish of a clear width between the parapet walls of not less than twelve feet measured on the square and having a gradient not steeper than one in sixteen:

(9.) The Company shall not interfere with the pipes at present carrying water to the Lower Baynton Farm and situate in the property numbered 13 in the parish of Edington and shall maintain the said pipes under the railway to the reasonable satisfaction of the owner:

(10.) The Company shall not interfere with any of the existing watering places for cattle situate on the property of the owner or the supplies thereof and shall carry the streams and ditches affording such supply by means of pipes laid in culverts underneath the railway to the satisfaction of the owner:

(11.) The Company shall not erect or cause to be erected any house for the accommodation of any persons of the labouring class other than persons engaged on the permanent staff of the Company within half a mile of Erlestoke Park fence:

(12.) The owner and the Company may agree in writing for any variation or alteration in the works in this section provided for or in the manner or time in which the same shall be executed Provided that no such variation or alteration shall be inconsistent with this Act or with the deposited plans and sections:

A.D. 1894.

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

For the protection of the corporation of Plymouth.

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

(1.) The Company shall within seven years from the passing of this Act remove the columns under the bridge carrying their railway over Union Street and the powers conferred upon the Company by this Act in regard to the widening of the said bridge shall be exercised subject to the following provisions:—

(*a.*) The said widening shall be constructed by means of girders on each side of the existing bridge and shall be of a width on the eastern side of the said bridge not exceeding 40 feet and on the western side not exceeding 27 feet;

(*b.*) The girders shall span the whole width of Union Street including the pavement on each side thereof and there shall be a clear width throughout between the abutments of the bridge of 52 feet 10 inches on the eastern side and of the width of the splayed span on the western side as shown on the plan signed by James Charles Inglis on behalf of the Company and James Paton on behalf of the corporation;

(*c.*) The widened portion of the bridge shall be efficiently screened so as to prevent danger to traffic in the street arising from the use of the railway and works;

(*d.*) The bridge shall be so constructed as to be watertight throughout and proper provision shall be made for preventing water falling or flowing on to the street beneath;

(*e.*) The widened portion of the bridge and the portion of the present bridge fronting Union Street where there are no projecting abutments shall be lined with white bricks from a line 6 feet above the level of the pavements to a line on a level with the soffit of the girders of the bridge;

(*f.*) No advertising boarding and no bill or advertisement of any kind except those relating to the business of the Company shall be affixed to or posted on any part of the widened portion of the bridge or the present bridge;

(*g.*) The present bridge and the widened portion thereof shall be of such a height as to afford a clear headway throughout of 17 feet 3 inches at least from the level of the surface of the carriageway in Union Street:

(2.) The Company shall not stop up or interfere with Buckland Place or Buckland Street or the sewers thereunder until they have constructed new sewers and made and completed a new road in the directions and of the widths dimensions and levels shown on the plan signed by James Charles Inglis on behalf of the Company and by James Paton on behalf of the corporation and the materials mode workmanship and form of construction of the said new sewers and new roads shall be in all respects to the reasonable satisfaction of the borough surveyor for the time being of the corporation and such new sewers shall be of a similar design size and description and such new roads shall be of a similar character as the sewers and roads for which they are to be substituted:

(3.) Before commencing under the powers of this Act any alteration of or interference with any street sewer manhole main leat or pipe belonging to or under the jurisdiction or control of the corporation the Company shall give to the corporation 14 days notice in writing of their intention to commence the same by leaving such notice with the town clerk of the borough of Plymouth and the Company in carrying out the same shall take all reasonable precautions and do and maintain such works as may be reasonably necessary for preventing any injury to the property or works of the corporation and shall make good all damage which may be occasioned thereto:

(4.) The corporation shall at all reasonable times be at liberty to enter upon the Company's premises for the purpose of inspecting repairing maintaining and renewing all sewers manholes mains leat and pipes over under or across which any of the works by this Act authorised shall be constructed or placed:

(5.) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall extend and apply to and in relation to the water mains leat pipes and apparatus of the corporation and in construing those sections for the purposes of this Act the expressions "company" or "society" when

A.D. 1894.

used in those sections shall mean the corporation Provided that nothing in this Act contained shall authorise the Company to alter or divert the Plymouth Leat:

(6.) The Company shall acquire only such an easement across over or under the said Plymouth Leat as may be necessary for the works of the Company and shall pay to the corporation for any such easement to be acquired by them such sum either annual or otherwise as may be agreed upon or failing agreement as shall be settled in manner provided by the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement and the easement so to be taken shall be deemed to be lands so far as regards the proceedings for the acquisition thereof:

(7.) Except as in this section otherwise provided any dispute or difference which may arise between the Company and the corporation with reference to the provisions of this section or in anyway arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed by the Board of Trade on the application of the Company and the corporation or either of them and the costs of such arbitration shall be in the discretion of such arbitrator.

Period for completion of railways.

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

Imposing penalty unless railways opened.

**15.** 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 Railway No. 3 is completed and opened for public traffic or until Railway No. 8 is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the uncompleted railway or railways:

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in 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 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 of the Paymaster General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided:

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.

Application of penalty.

**16.** 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 reference to 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 High Court may seem fit:

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

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

**17.** Subject to the provisions of this Act the Company may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the new roads footpaths and other works and may stop up and discontinue the portions of roads streets 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

A.D. 1894. deposited books of reference relating thereto as may be required for those purposes (that is to say):—

They may execute the works following namely:—

The lengthening at both ends of the bridge which carries All Saints Street Hockley over the railway of the Company in the parish of Birmingham in the county of Warwick:

The lengthening at the north-eastern end of the bridge which carries the road from Dudley to Stourbridge called Brettell Lane over the railway of the Company in the parish of Kingswinford in the county of Stafford:

The lengthening at the south-eastern end of the bridge which carries Windsor Road over the railway of the Company in the parishes of St. Mary-the-Virgin Cardiff and Roath in the county of Glamorgan:

The lengthening at the south-eastern end of the bridge which carries the footway from Sanquhar Street to Moira Crescent over the railway of the Company in the parish of Roath in the county of Glamorgan:

They may stop up and discontinue the portions of roads streets and footpaths and make the new roads streets and footpaths and other works herein-after described (that is to say):—

So much of the road in the parish of Kingswinford in the county of Stafford which extends from Brettell Lane to Meeting Lane as lies between a point on the said road about $2\frac{1}{2}$ chains from Brettell Lane to the junction at Meeting Lane and in lieu thereof they may make a new road 30 feet in width in the said parish and county between the points aforesaid:

So much of the footpath in the said parish which extends to Plants Hollow from the wharf on the southern side of the Stourbridge Canal which adjoins the bridge carrying the Company's railway over that canal at Brettell Lane as lies between the commencement of the said footpath and a point about $3\frac{1}{2}$ chains therefrom measured in a southerly direction along the said footpath and in lieu thereof they may make a new footpath in the said parish and county between the points aforesaid:

So much of the following roads and streets in the parish of Saint Andrew Plymouth in the county of Devon as are herein-after described (that is to say):—

(*a*) Buckland Street for a distance of 54 yards or thereabouts measured in a south-easterly direction from the retaining wall of the Company's railway;

(*b*) Station Road for a distance of 30 yards or thereabouts measured in an easterly direction from the said retaining wall;

(*c*) The whole of Buckland Place;

And in lieu thereof they may make a new road in the said parish and county commencing at Buckland Street about 58 yards south-eastward of the retaining wall of the Company's railway and terminating at Union Street about 18 yards eastward of the eastern side of the bridge carrying the Company's railway over Union Street and connecting with Station Road:

Provided always that the powers by this Act conferred upon the Company of stopping up the before-mentioned roads and streets in the parish of Saint Andrew Plymouth shall only be exercised so far as the Company under the powers of this Act or of any other Act already passed become the owners in possession of the lands and houses on both sides of any such road or street extending continuously from the railway:

So much of the road in the said parish of Saint Andrew Plymouth which leads from the West Hoe Road to the Outfall Quay of the Outer Basin of the Plymouth Great Western Docks as crosses the railway of the Company on the level and lies between the south-east corner of Newton's Stores and the south-western end of the said Outfall Quay:

In the county of Cornwall—

So much of the footpath in the parish of Saint Mewan which leads from Metheroes to the road which crosses the railway of the Company at the south-western end of Burngullow Station as lies between the northern side of the underbridge on the Company's railway about 15 chains north-eastward of the said Burngullow Station and the western end of the platform at the said station and in lieu thereof they may make a new footpath in the said parish from Metheroes to the western end of the said platform:

So much as lies between the boundaries of the Company's property of the footpath in the parish of Illogan which leads from Tregajorran to Pool and crosses the railway of the Company on the level about four chains north-eastward of the post on that railway indicating $311\frac{3}{4}$ miles from Paddington and in lieu thereof they may make and maintain a new footbridge in the said parish from the

A.D. 1894.

steps of the existing footpath on the north-western side of the railway to the road leading from Carnbrea Station to the Carnbrea Yard of the Company about 1 chain north-eastward of the existing level crossing:

So much of the road in the parish of Ludgvan which leads from Penzance to Helston as extends from a point on that road about 8 chains north-westward of the point where the said road crosses the railway of the Company on the level at the eastern end of the Marazion Station and a point on such road about 8 chains south-eastward of such crossing and in lieu thereof they may make a new road in the said parish between the points aforesaid:

So much of the road in the parish of Ludgvan which leads from the sea beach at Marazion to St. Ives and crosses the railway of the Company on the level at the eastern end of the Marazion Station as extends from the sea beach to a point on that road about 9 chains northward of the said level crossing and in lieu thereof they may make a new road in the said parish commencing by a junction with the road first above described at the said point about 9 chains northward of the said level crossing and terminating by a junction with the new road in the parish of Ludgvan firstly described in and authorised by this Act about 9 chains from the commencement of such road.

For the protection of the corporation of Birmingham.

**18.** In the execution of the works and exercise of the powers in the city of Birmingham by this Act authorised the following provisions for the protection and benefit of the mayor aldermen and citizens of the city of Birmingham (in this section called "the corporation") shall have effect (that is to say):—

(1.) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation and whenever in those sections the word "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the corporation and the word "street" in this section shall have the same meaning as that assigned to it by the Public Health Act 1875:

(2.) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the corporation until they shall have given to the town clerk three clear days' notice in writing of their

intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and water mains pipes and apparatus proposed to be interfered with :

(3.) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration :

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

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

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

(7.) If by reason of the execution of any of the powers of this Act any increased length of sewers or drains or gas or water mains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the corporation at the expense of the Company :

(8.) The provisions of this section with respect to gas or water mains and pipes shall apply to all gas or water mains and pipes

A.D. 1894.

belonging to the corporation in the districts within which they are authorised to supply gas or water respectively:

(9.) In altering or interfering with existing roads or streets or the bridges over or under such roads or streets the Company shall not reduce the width of such roads or streets or of such bridges and shall not reduce the headway of such bridges or increase the gradients of such roads or streets or of any roads streets or bridges to be substituted for those now existing without the consent in writing of the corporation:

(10.) The Company shall construct and maintain on each side and for the full length of every bridge or viaduct carrying any street over the railway and works a substantial parapet or close screen not less (except with the consent of the corporation) than 7 feet in height above the level of the footway on such bridge or viaduct:

(11.) The Company shall construct a close screen not less than 7 feet in height (except with the consent of the corporation) along the boundary of the railway where the existing boundary wall abutting on any street is altered for the purposes of the proposed works:

(12.) The parapets or screens on all public road bridges made by the Company shall be constructed in such reasonably ornamental manner as the corporation shall approve of and shall not be used for the posting of bills or other advertising purposes on the sides of such parapets or screens facing such public road:

(13.) Notwithstanding anything to the contrary in this Act contained the Company shall maintain the surface of the roadway over the new bridges to be constructed under All Saints Street on the same terms and conditions as they maintain those portions of the roadway over the existing bridge in the said street:

(14.) The corporation and the Company may enter into and carry into effect agreements for any variation in the works to be done under this section or in the mode of executing the same:

(15.) The Company shall from time to time pay to the corporation all rates leviable by or payable to the corporation upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the

time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down Provided always that the Company shall not be charged with or be liable to the payment of any such rates upon any building or property which or part of which is required for the making of a new street or the widening or improving of an existing street as provided by this Act :

(16.) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be determined in the manner prescribed in the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For the protection of the corporation of Cardiff.

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

(1.) Before commencing under the powers of this Act any alteration of or interference with any street sewer water-pipe or other work under the jurisdiction or control of the corporation the Company shall give to the corporation fourteen days' notice in writing of their intention to commence the same by leaving such notice with the town clerk of the said borough of Cardiff and the Company in carrying out the same shall take all reasonable precautions and do and maintain such works as may be reasonably necessary for preventing any injury to the property or works of the corporation and make good all damage which may be occasioned thereto :

(2.) Before the Company proceed to construct the lengthening of the bridge which carries Windsor Road Cardiff over the railway of the Company they shall give at least three months' notice in writing to the corporation of their intention to do so and the corporation shall within three months after the delivery to them of the said notice if they require the Company to widen the existing bridge give notice in writing to the Company to that effect and thereupon it shall be referred to the respective engineers of the Company and the corporation and in case of their failing within one month to agree to an engineer to be nominated by the Board of Trade on the application of either party to ascertain the cost which would be incurred by the Company in carrying out such widening by means of cantilevers on each side of the existing bridge such widening not to exceed a clear width between the parapets of

A.D. 1894.

forty feet and upon the corporation giving within one month after the amount shall be so ascertained an undertaking to the Company under their common seal to pay to them the amount so ascertained on demand after the completion and opening for traffic of a widened bridge but not earlier than three years from the passing of this Act the Company shall widen the said bridge to a clear width between the parapets of forty feet but subject to the widened bridge being of sufficient strength to carry a fifteen-ton steam roller and to the levels of the surface of the roadway not being made steeper than at present the Company shall be at liberty to carry out the work in such manner as they may think fit:

(3.) If such notice and undertaking as aforesaid be given by the corporation the Company shall construct the lengthened portion of the Windsor Road Bridge authorised by this Act of a width corresponding to the widened portion but not exceeding forty feet in the clear between the parapets and of sufficient strength to carry a fifteen-ton steam roller:

(4.) If such notice and undertaking as aforesaid be given by the corporation from and after the completion of the works the party responsible at the time at which such notice is given for the maintenance of the existing bridge and the road over the same shall unless otherwise agreed between such party and the corporation be under the same liability with regard to the maintenance of the widened bridge and the road over such bridge Provided always that the corporation shall on demand repay to such party the amount of any additional expense incurred by him for maintenance in consequence of the widening Provided also that nothing in this subsection contained shall in any way alter prejudice or affect the rights or interests of the Most Honorable John Patrick Crichton Stuart Marquess of Bute as owner or reputed owner of the soil of the road or impose any new or additional liability on him:

(5.) Before the Company proceed to construct the lengthening of the bridge which carries the footway from Sanquhar Street to Moira Crescent (herein-after referred to as Sanquhar Street Bridge) over the railway of the Company they shall give at least three months' notice in writing to the corporation of their intention to do so and the corporation shall within three months after the delivery to them of the said notice if they require the Company to widen the said existing bridge and the approaches thereto give notice in writing to the Company to that effect and thereupon it shall be referred to the respective

engineers of the Company and the corporation and in case of their failing within one month to agree to an engineer to be nominated by the Board of Trade on the application of either party to ascertain the cost which would be incurred by the Company in carrying out such widening or re-construction to effect such widening such widening not to exceed a clear width between the parapets of fifteen feet and upon the corporation giving within one month after the amount shall be so ascertained an undertaking to the Company under their common seal to pay to them the amount so ascertained on demand after the completion and opening for traffic of a widened or re-constructed bridge but not earlier than three years from the passing of this Act the Company shall widen or re-construct the said bridge to a clear width between the parapets of fifteen feet and the approaches thereto to an equal width so far as such widening may be on their property but subject to the levels of the surface of the roadway not being made steeper than at present the Company shall be at liberty to carry out the work in such manner as they may think fit :

(6.) If such notice and undertaking as aforesaid be given by the corporation the Company shall construct the lengthened portion of the Sanquhar Street Bridge authorised by this Act of a width corresponding to the widened or re-constructed portion but not exceeding 15 feet in the clear between the parapets and the approaches to the Sanquhar Street Bridge when lengthened shall not be steeper than 1 in 7·5 and better if it can be done without injuriously interfering with the adjoining property on either side up to the entrance gate to the schools :

(7.) If such notice and undertaking as aforesaid be given by the corporation from and after the completion of the works the party responsible at the time at which such notice is given for the maintenance of the existing bridge and the road over the same shall unless otherwise agreed between such party and the corporation be under the same liability with regard to the maintenance of the widened bridge and the road over such bridge Provided always that the corporation shall on demand pay to such party in respect of the amount of any additional expense incurred by him for maintenance in consequence of the widening such a capitalised sum as may be agreed upon between such party and the corporation or failing agreement as shall be determined by arbitration in the manner provided by sub-section 10 of this section :

A.D. 1894.

(8.) The amount of any expense incurred by the corporation in connexion with the widening of the said existing bridges may be raised by the creation and issue of Cardiff Corporation Stock under the Cardiff Corporation Act 1884 Provided that the annual contributions to the Corporation Loans Fund under the said Act for payment of dividends on and towards the redemption and extinction or purchase and extinction of stock created and issued by the corporation for the purposes aforesaid shall be payable out of the district fund and general district rate of the borough of Cardiff and the corporation shall not under the powers of this section create or issue any irredeemable stock Provided also that the annual contributions towards the redemption and extinction or purchase and extinction of the said stock shall be calculated on the basis of a sinking fund which will enable the debt to be extinguished within such period not exceeding sixty years from the date of borrowing as the Local Government Board shall approve:

(9.) In every case where any work constructed under the powers of this Act or on land acquired by the Company under the said powers crosses alters diverts or otherwise interferes with any existing sewer of the corporation the Company shall bear any costs necessarily and properly incurred in securing and strengthening such sewer from all damage which may be occasioned by reason of the construction of such work and shall for ever uphold and maintain in good and efficient repair to the reasonable satisfaction of the corporation such portions of any existing sewer as may be crossed altered diverted or otherwise interfered with under the powers of this Act and the Company shall allow the corporation their officials agents workmen contractors and materials to have free access at all reasonable times but so as not to delay hinder or interfere with the traffic of the Company or to involve the Company in any expense to any part of the sewer so crossed covered altered diverted or otherwise interfered with:

(10.) In case the corporation at any future time require to construct any sewer or to lay any water main or pipe across or under any land acquired or work constructed under the powers of this Act the Company shall free of charge give the corporation all reasonable facilities for carrying out the work subject to the corporation making reasonable compensation to the Company for any damage they may sustain by the execution of such work such compensation in case of difference to

be determined by arbitration in manner provided by the Public Health Act 1875:

(11.) All works to be executed by the Company under the provisions of this section shall (except as in this section otherwise provided) be executed and maintained by and at the expense of the Company in accordance with plans and sections to be reasonably approved of by the corporation and to their reasonable satisfaction:

(12.) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall extend and apply to and in relation to the water mains pipes and apparatus of the corporation and in construing those sections for the purposes of this Act the expressions "company" or "society" when used in those sections shall mean the corporation:

(13.) If any difference or dispute except as herein-before specifically provided for arise between the corporation and the Company touching this section or anything to be done or any money to be paid thereunder such difference or dispute shall be determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed by the Board of Trade on the application of either party and the costs of and incident to the arbitration shall be borne as he shall direct:

(14.) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or of any Public Acts relating to water supply or other works which may exist for the protection or benefit of the corporation Provided that the corporation shall not be entitled to proceed under more than one enactment with respect to one and the same matter.

Power to Company to acquire additional lands.

**20.** Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may from time to time enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto:—

In the county of Essex—

Certain lands in the parish of West Ham belonging or reputed to belong to the Corporation of the City of London on the north-western side of the Colchester main line of the Great Eastern Railway Company and near thereto and lying between the property of that company the Waterworks River the City Mill River and Stratford Marsh:

A.D. 1894.

Provided that the Company shall not without the consent of the Great Eastern Railway Company under their common seal purchase acquire enter upon take or use any of the last above mentioned lands in the parish of West Ham which are shown by the colour pink on a plan signed in duplicate by James Charles Inglis on behalf of the Company and by John Wilson on behalf of the Great Eastern Railway Company and which lands the Great Eastern Railway Company were authorised to acquire under the provisions of the Great Eastern Railway (General Powers) Act 1893:

In the county of Berks—

Certain lands in the parish of Enborne on the south-eastern side of the Didcot Newbury and Southampton Railway and adjoining the said railway and Skinners Green Lane and extending from a point opposite the junction of such railway with the Company's railway for a distance of about 30 chains measured along the said Didcot Newbury and Southampton Railway in a south-westerly direction:

Certain lands in the parish of Hungerford on the northern side of the Company's railway and adjoining thereto and extending from a point about 2 chains eastward of the post on that railway indicating $62\frac{1}{4}$ miles from Paddington for a distance of about 6 chains in a westerly direction:

In the county of Wilts—

Certain other lands in the said parish on the north-western side of the Company's railway and adjoining thereto and extending from a point about 12 chains north-eastward of the post on that railway indicating 63 miles from Paddington for a distance of about 17 chains in a south-westerly direction:

Certain lands in the parish of Great Bedwyn on the south-western side of the Company's railway and adjoining thereto and extending from a point about 13 chains south-eastward of the post on that railway indicating 69 miles from Paddington for a distance of about 10 chains in a north-westerly direction:

Certain other lands in the said parish on the south-western side of the Company's railway and adjoining thereto and extending from a point about 12 chains south-eastward of the post on that railway indicating $69\frac{1}{2}$ miles from Paddington for a distance of about 18 chains in a north-westerly direction:

Certain lands in the parishes of Manningford Bohun and Beechingstoke on the northern side of the Company's railway and adjoining thereto and extending from a point about 2 chains eastward of the post on that railway indicating 78½ miles from Paddington for a distance of about 8 chains in a westerly direction:

Certain other lands in the said parishes on the southern side of the Company's railway and adjoining thereto and extending from a point about 15 chains eastward of the post on that railway indicating 78¾ miles from Paddington for a distance of about 19 chains in a westerly direction:

In the county of Warwick—

Certain lands in the parish of Birmingham on the southern side of All Saints Road Hockley and adjoining thereto and lying between that road and the property of the Company and extending from a point opposite the junction of Piddock Street with All Saints Road Hockley for a distance of about 2 chains measured along the said last-mentioned road in a westerly direction:

Certain lands in the parish of Aston on the south-western side of the Lawden Road and adjoining thereto and lying between the said road and the Company's railway and extending from a point on that road about 1 chain south-eastward of the bridge carrying the Midland Railway Company's Bristol and Birmingham Railway over the said road for a distance measured along such road of about 1 chain in a south-easterly direction:

In the county of Stafford—

Certain lands in the township of Bilston in the parish of Wolverhampton on the south-western side of the Company's railway and adjoining thereto and extending from a point about 1 chain south-eastward of the south-east corner of the goods shed at Bilston Station for a distance of about 9 chains in a south-easterly direction:

And subject to the provisions of this Act the Company may divert the public footpath which is situate in the property numbered on the deposited plans 1 in the parish of Wolverhampton in the manner shown on the plan signed by Sir Theodore Fry the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and the Company may stop up and cause to be discontinued as a footpath so much of the existing footpath as will be rendered unnecessary by the new portion of the footpath:

A.D. 1894.

Certain lands in the parish of Kingswinford on the eastern side of and adjoining the Company's railway and extending from a point about 1 chain from the southern end of the up platform at Brettell Lane Station for a distance of about 1 chain in a southerly direction and lying between the railway and the road leading from Meeting Lane to Brettell Lane:

In the county of Gloucester--

Certain lands in the parish of St. Phillip and St. Jacob Without in the city and county of the city of Bristol on the southern side of the railway No. 1 authorised by the Great Western Railway Act 1888 known as the Bristol relief line and adjoining thereto and extending from a point on that railway about 4 chains eastward of the eastern end of the viaduct on that railway over the Albert Road and River Avon for a distance of about 17 chains in an easterly direction:

Certain lands in the parish of St. George on the southern side of the said Bristol relief line and adjoining thereto for a distance of about 1 chain and being about 7 chains measured in a westerly direction from the junction of the said railway with the Company's sidings or relief lines at the western end of the viaduct over the River Avon:

Certain lands in the parish of Henbury on the western side of and adjoining the road from Redwick to New Passage including part of the site of the said road and extending along the side of that road for a distance of about 15 chains and which lands are about 8 chains north-westward of the point where the Bristol and South Wales Union Railway crosses Chestle Pill:

In the county of Devon—

Certain lands in the parish of Stoke Canon on the south-eastern side of the Company's railway and adjoining thereto and extending from a point about 5 chains north-eastward of the post on that railway indicating 190½ miles from Paddington for a distance of about 9 chains in a south-westerly direction:

Certain lands in the parish of Cornwood on the south-eastern side of the Company's railway and adjoining thereto and extending from a point about 9 chains north-eastward of the post on that railway indicating 235¼ miles from Paddington for a distance of about 25 chains in a south-westerly direction:

Certain lands in the parish of Saint Andrew Plymouth bounded on the south-west by Buckland Street on the west by the

railway of the Company on the north by Union Street and on the east by houses and property adjoining Buckland Street Station Road and Union Street:

Also certain other lands in the said parish on the western side of the railway of the Company and adjoining thereto and extending from the northern side of Union Street for a distance of about 2 chains in a northerly direction:

Also certain other lands in the said parish forming part of the buildings and yard of the Millbay Soap Works and adjoining the railway of the Company leading to the Outfall Quay at the outer basin of the Plymouth Great Western Docks and extending from the outer entrance gate to the said soap works to the north-west corner of Newton's Stores:

Certain lands in the parish of Stoke Damerel on the north-eastern side of the Company's railway and adjoining thereto and extending from a point at or near the post on that railway indicating 249¼ miles from Paddington for a distance of about 15 chains in a north-westerly direction:

In the county of Cornwall—

Certain lands in the parish of St. Austell on the north-eastern side of the Company's railway and adjoining thereto and extending from a point about 7 chains south-eastward of the post on that railway indicating 286¾ miles from Paddington for a distance of about 4 chains in a north-westerly direction:

Also certain other lands in the said parish on the northern side of the Company's railway and adjoining thereto and extending from a point about 11 chains eastward of the post on that railway indicating 287 miles from Paddington for a distance of about 14 chains in a westerly direction:

Also certain other lands in the said parish on the southern side of the Company's railway and adjoining thereto and extending from the post on that railway indicating 287 miles from Paddington for a distance of about 16 chains in a westerly direction:

Also certain other lands in the said parish on the northern side of the Company's railway and adjoining thereto and extending from a point about 2 chains eastward of the post on that railway indicating 287¼ miles from Paddington for a distance of about 13 chains in a westerly direction:

Certain lands in the parish of St. Stephens in Brannel on the north-western side of the Company's railway and adjoining thereto and extending from a point about 13 chains north-

A.D. 1894.

eastward of the post on that railway indicating 289½ miles from Paddington for a distance of about 19 chains in a south-westerly direction:

Also certain other lands in the said parish on the north-western side of the Company's railway and adjoining thereto and extending from a point about 2 chains north-eastward of the post on that railway indicating 289¾ miles from Paddington for a distance of about 25 chains in a south-westerly direction:

Also certain lands in the said parish on the north-eastern side of the Company's railway and adjoining thereto and extending from a point about 9 chains south-eastward of the post on that railway indicating 290¼ miles from Paddington for a distance of about 6 chains in a north-westerly direction:

Also certain other lands in the said parish on the southern side of the Company's railway and adjoining thereto and extending from a point about 2 chains eastward of the post on that railway indicating 290½ miles from Paddington for a distance of about 8 chains in a westerly direction:

Certain lands in the parish of Probus on the north-western side of the Company's railway and adjoining thereto and extending from a point about 13 chains north-eastward of the post on that railway indicating 292 miles from Paddington for a distance of about 4 chains in a south-westerly direction:

Also certain other lands in the said parish on the northern side of the Company's railway and adjoining thereto and extending from a point about 12 chains eastward of the post on that railway indicating 294¼ miles from Paddington for a distance of about 4 chains in a westerly direction:

Also certain other lands in the said parish on the north-western side of the Company's railway and adjoining thereto and extending from a point about 14 chains north-eastward of the post on that railway indicating 294½ miles from Paddington for a distance of about 6 chains in a south-westerly direction:

Also certain other lands in the said parish on the north-western side of the Company's railway and adjoining thereto and extending from a point about 15 chains north-eastward of the post on that railway indicating 294¾ miles from Paddington for a distance of about 16 chains in a south-westerly direction:

Also certain other lands in the said parish on each side of the Company's railway and adjoining thereto and extending

from a point about 13 chains north-eastward of the post on that railway indicating 295½ miles from Paddington for a distance of about 20 chains in a south-westerly direction:

Also certain other lands in the said parish on the north-western side of the Company's railway and adjoining thereto and extending from a point about 11 chains north-eastward of the post on that railway indicating 295¾ miles from Paddington for a distance of about 58 chains in a south-westerly direction:

Also certain other lands in the said parish on the northern side of the Company's railway and adjoining thereto and extending from a point about 6 chains eastward of the post on that railway indicating 296½ miles from Paddington for a distance of about 12 chains in a westerly direction:

Also certain other lands in the said parish on the northern side of the Company's railway and adjoining thereto and extending from a point about 9 chains eastward of the post on that railway indicating 297 miles from Paddington for a distance of about 15 chains in a westerly direction:

Also certain other lands in the said parish on the northern side of the Company's railway and adjoining thereto and extending from a point about 7 chains eastward of the post on that railway indicating 297½ miles from Paddington for a distance of about 16 chains in a westerly direction:

Certain lands in the parishes of St. Erme and St. Clement on the north-western side of the Company's railway and adjoining thereto and extending from a point about 5 chains north-eastward of the post on that railway indicating 298¼ miles from Paddington for a distance of about 19 chains in a south-westerly direction:

Certain lands in the parish of St. Clement on the northern side of the Company's railway and adjoining thereto and extending from a point about 5 chains eastward of the post on that railway indicating 298¾ miles from Paddington for a distance of about 10 chains in a westerly direction:

Also certain other lands in the said parish on the northern side of the Company's railway and adjoining thereto and extending from a point about 5 chains eastward of the post on that railway indicating 299 miles from Paddington for a distance of about 6 chains in a westerly direction:

Certain lands in the parish of St. Mary Truro on the north-western side of the Company's railway and adjoining

A.D. 1894.

thereto and extending from a point about 8 chains north-eastward of the post on that railway indicating 300½ miles from Paddington for a distance of about 4 chains in a south-westerly direction:

Certain lands in the parish of Kenwyn on the northern side of the road leading from Truro Station to Truro and extending from a point on that road about 2 chains measured in a southerly direction from the south-eastern corner of the Company's goods shed at the Truro Station for a distance of about 4 chains measured in a northerly direction:

Also certain other lands in the said parish on the northern side of the Company's railway and adjoining the northern boundary of their property and extending for a distance of about 1½ chains measured in a north-westerly direction from the north-western end of the Company's engine-shed at their Truro Station:

Also certain other lands in the said parish on the north-western side of the Company's railway and adjoining thereto and extending from a point about 4 chains north-eastward of the post on that railway indicating 301½ miles from Paddington for a distance of about 25 chains in a south-westerly direction:

Also certain other lands in the said parish on the south-eastern side of the Company's railway and adjoining thereto and extending from a point about 9 chains north-eastward of the post on that railway indicating 302¼ miles from Paddington for a distance of about 5 chains in a south-westerly direction:

Also certain other lands in the said parish on the south-eastern side of the Company's railway and adjoining thereto and extending from a point about 11 chains north-eastward of the post on that railway indicating 302½ miles from Paddington for a distance of about 6 chains in a south-westerly direction:

Also certain other lands in the said parish on the southern side of the Company's railway and adjoining thereto and extending from a point about 7 chains eastward of the post on that railway indicating 302¾ miles from Paddington for a distance of about 22 chains in a westerly direction:

Also certain other land in the said parish on the south-western side of the Company's railway and adjoining thereto and extending from a point about 8 chains south-eastward of the post on that railway indicating 304 miles from Paddington

for a distance of about 34 chains in a north-westerly direction :

Also certain other lands in the said parish on the southern side of the Company's railway and adjoining thereto and extending from a point about 87 yards eastward of the post on that railway indicating 306½ miles from Paddington for a distance of about 95 yards in an easterly direction :

Also certain other lands in the said parish on the north-western side of the Company's railway and adjoining thereto and extending from a point about 14 chains north-eastward of the post on that railway indicating 307¼ miles from Paddington for a distance of about 40 chains in a south-westerly direction :

Certain lands in the parish of Redruth on the north-western side of the Company's railway and adjoining thereto and extending from the post on that railway indicating 308¾ miles from Paddington for a distance of about 2 chains in a south-westerly direction :

Certain other lands in the said parish on the eastern side of the Company's railway and adjoining thereto and extending from a point about 13 chains northward of the post on that railway indicating 309¾ miles from Paddington for a distance of about 12 chains in a southerly direction :

Certain lands in the parish of Illogan on the north-western side of the Company's railway and adjoining thereto and extending from a point about 2 chains north-eastward of the post on that railway indicating 310¾ miles from Paddington for a distance of about 47 chains in a south-westerly direction :

Also certain other lands in the said parish on both sides of the Company's railway and adjoining thereto and extending from a point about 6 chains north-eastward of the post on that railway indicating 312 miles from Paddington for a distance of about 6 chains in a south-westerly direction on the northern side thereof and for a distance of about 34 chains in the same direction on the southern side thereof :

Certain lands in the parish of Camborne on the south-eastern side of the Company's railway and adjoining thereto and extending from a point about 3 chains north-eastward of the post on that railway indicating 312½ miles from Paddington for a distance of about 30 chains in a south-westerly direction :

A.D. 1894.

Also certain other lands in the said parish on the north-western side of the Company's railway and adjoining thereto and extending from a point about 7 chains north-eastward of the post on that railway indicating 312¾ miles from Paddington for a distance of about 40 chains in a south-westerly direction:

Certain lands in the parish of Gwinear on the southern side of the Company's railway and adjoining thereto and extending from the post on that railway indicating 314¾ miles from Paddington for a distance of about one mile in a westerly direction:

Also certain other lands in the said parish on the south-western side of the Company's railway and adjoining thereto and extending from a point about 18 chains south-eastward of the post on that railway indicating 316¼ miles from Paddington for a distance of about 50 chains in a north-westerly direction:

Certain lands in the parish of Phillack on the southern side of the Company's railway and adjoining thereto and extending from a point about 9 chains south-eastward of the post on that railway indicating 318½ miles from Paddington for a distance of about 24 chains in a westerly direction:

Certain lands in the parish of St. Erth on the north-west side of the Company's railway and adjoining thereto and extending from the post on that railway indicating 320¼ miles from Paddington for a distance of about 15 chains in a south-westerly direction:

In the county of Monmouth—

Certain lands in the parish of Llanhilleth on the eastern side of the Company's Monmouthshire Western Valleys Railway and adjoining thereto and extending from the southern end of the pier of the Crumlin Viaduct adjoining the eastern side of the Western Valleys Railway for a distance measured along the said railway of about 9 chains in a northerly direction and certain other lands in the said parish partly adjoining and near to and on the western side of the lands herein-before described and on which the said Western Valleys Railway and a siding connected therewith are situate:

Certain lands in the parish of Aberystruth on the north-eastern side of the Nantyglo branch of the Company's railway and adjoining thereto and extending from a point about 8 yards north-westward of the King's Head public-house Abertillery

for a distance of about 53 yards in a north-westerly direction:

In the county of Glamorgan—

Certain lands in the parish of St. Mary-the-Virgin Cardiff on the north-western side of Rosemary Street and adjoining thereto and lying between Rosemary Street and the Company's railway:

Certain lands in the parish of Tythegston on the northern side of the Company's Llynvi and Ogmore Railway and adjoining thereto and extending from a point about 4 chains eastward of the post on that railway indicating $6\frac{1}{2}$ miles from Bridgend for a distance of about 22 chains in a westerly direction:

Also certain other lands in the said parish on the southern side of the Company's Llynvi and Ogmore Railway and adjoining thereto and extending from a point about 6 chains westward of the post on that railway indicating $6\frac{1}{2}$ miles from Bridgend for a distance of about 10 chains in a westerly direction.

For the protection of the West Ham Corporation.

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

(1.) Where any of the works to be done under or by virtue of this Act shall or may pass under over or by the side of so as to interfere with any river sewer drain pipe watercourse river wall defence or work under the jurisdiction or control of the corporation or shall or may in any way affect the sewerage or drainage of the borough the Company shall not commence such work unless they shall have given to the engineer of the borough at least one month's previous notice in writing of their intention to commence the same by leaving such notice at his office with a plan and section and other necessary particulars of the proposed construction of the said works so far as they interfere with any river sewer drain pipe watercourse river wall defence or work under the jurisdiction or control of the corporation and until the said engineer shall have signified his approval of the same unless such engineer fail to signify such approval or his disapproval or other directions within 14 days after delivery or service of the said notice plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and

A.D. 1894.

regulations of the said engineer in the execution and also the subsequent maintenance of the said works so far as they are on land of the Company and shall provide by new altered or substituted works in such manner as the said engineer may reasonably deem necessary for the proper protection of and for preventing injury or impediment (so far as such injury or impediment may have been caused by the acts of the Company) to the rivers sewers drains pipes watercourses river walls defences and other works herein-before referred to and shall save harmless the corporation against all and every the expense to be occasioned thereby and all such works of the Company so far as they interfere with any river sewer drain pipe watercourse river wall defence or work under the jurisdiction or control of the corporation shall be done by or under the superintendence and control of the said engineer at the reasonable costs charges and expenses in all respects of the Company and all such costs charges and expenses which the said engineer may properly be put to by reason of the works of the Company whether in the execution of works the examination of plans or designs superintendence or otherwise shall be paid to the corporation by the Company on demand and when any new altered or substituted works aforesaid or any work connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter so far as they are on the land of the Company be maintained by the Company to the reasonable satisfaction of the said engineer and the said works shall be as fully and completely under the direction jurisdiction and control of the corporation as any river sewer drain pipe watercourse river wall defence or work now is or hereafter may be Provided that if any dispute shall arise as to the mode of executing any such works as aforesaid such matters in difference shall be referred to an arbitrator to be appointed by the President for the time being of the Institution of Civil Engineers whose decision shall be final:

(2.) The Company shall to the reasonable satisfaction of the engineer of the borough restore all sewers drains and pipes in the borough not otherwise by this section dealt with which shall be broken up damaged or disturbed by the Company in the execution of any works by this Act authorised or in the exercise of any of the powers by this Act granted or provide instead other proper and sufficient sewers drains and pipes.

A.D. 1894.

For the protection of Emma Eliza Gibbons.

**22.** In connexion with the lands in the township of Bilston which the Company are by this Act authorised to acquire the Company shall construct the road constituting an extension of Brook Street and the widening of the existing bridge under the railway in the manner delineated on the plan and according to the dimensions shown thereon and also according to the gradients shown on the sections annexed to the said plan which plan is signed in duplicate by James Charles Inglis on behalf of the Company and William Grove on behalf of Mrs. Emma Eliza Gibbons (herein-after referred to as "Mrs. Gibbons") the owner or reputed owner of the said lands one copy of which is retained by the Company and the other by Mrs. Gibbons Mrs. Gibbons shall have the same right to use the altered and extended road as she now has to use the existing road under any grant or reservation heretofore made:

The Company shall construct and henceforth shall maintain a road sufficient for all ordinary traffic across the land of Mrs. Gibbons between the points marked A and B on the said plan Such road shall be of the dimensions shown on such plan and also according to the gradients shown on the sections annexed thereto They shall also as part of such road construct a new bridge over Bilston Brook in manner indicated on the plan:

The Company shall erect and henceforth maintain a post and wire fence where requisite along each side of the lastly-mentioned road and where the same is in a cutting the fence on the south-western side thereof shall be placed at the top of the cutting:

The Company shall erect and henceforth maintain a gate at the south-eastern end of the new road at the point marked "gate" on the plan for the exclusive use of Mrs. Gibbons:

The Company shall have the right to use the said new road for their ordinary traffic and to make such openings in the fences on the northern side thereof as they may desire for their own use but unless with the consent of Mrs. Gibbons a gate shall be maintained at the point D on the said plan and subject to the right so conferred on the Company the land forming the site of the extension of Baldwin Street shall remain the absolute property of Mrs. Gibbons:

The existing footpath shall be diverted by the Company along the said new road from A to B and thence as shown on the plan to C:

The price to be paid for the land between the north-western side of the proposed new road and the present boundary of the Company's property and coloured green on the said plan exclusive of minerals if not agreed upon between the Company and Mrs. Gibbons shall be settled by arbitration in the manner provided by the Lands

A.D. 1894.

Clauses Consolidation Act 1845 and the Railways Clauses Consolidation Act 1845.

For the protection of Cooks Kitchen Mining Company.

**23.** The Company shall only take or acquire under the powers of this Act so much of the property numbered 1 in the parish of Illogan as is coloured red on the plan signed in two parts by James Charles Inglis on behalf of the Company and Josiah Thomas on behalf of the Cooks Kitchen Mining Company one part of which is retained by the said Company and the other by the Cooks Kitchen Mining Company Provided also that the Company shall not in taking acquiring or using these lands or any part thereof under the powers of this Act in any way injuriously interfere with the Bob Pit of the Cooks Kitchen Mining Company or the machinery working therein or connecting the same or any part thereof with the Man Engine Shaft of the said Mining Company or the rods machinery and connexions whereby such bob is worked from the north side of the said railway or the compressed air pipes passing over the said railway or whereby the continuous working or use of the same shall or may be hindered or prevented or whereby the said Cooks Kitchen Mining Company shall be prevented or hindered from the continuous working and use of the said man engine and rods and pipes in their usual manner Provided also that any existing watercourses of the said Mining Company whether carried over the said railway in launders or by means of culverts drains or syphons under the railway (all of which are herein-after referred to as watercourses) shall not be interfered with by the Company unless and until new watercourses to the reasonable satisfaction of the Cooks Kitchen Mining Company have been provided and ready for use in substitution for the existing watercourses to the reasonable satisfaction of the Cooks Kitchen Mining Company and the Cooks Kitchen Mining Company shall afford all reasonable facilities to the Company for so doing and such new watercourses shall adjoin as near as conveniently may be the site of the existing watercourses at such place or places as may be agreed upon between the Cooks Kitchen Mining Company and the Company and on a day and time to be agreed upon between the Company and the Cooks Kitchen Mining Company but not before such day and time the water shall be diverted from the existing watercourses into the new watercourses and the existing watercourses shall thereupon be stopped up and discontinued and may be removed or done away with by the Company :

Provided also that the existing levels of all the said watercourses shall be maintained and the new watercourses shall become the property of the said Cooks Kitchen Mining Company and so far as

within the Company's fences shall be hereafter maintained by the Company and the launders erected by the Company and herein referred to shall be maintained by them :

Provided also that the shaft called Allen's shaft belonging to the said Cooks Kitchen Mining Company and adjoining the Company's railway and within the Company's fences shall not be interfered with except that it may be covered close to the point where it is exposed in the new cutting except as may be mutually agreed upon between the Company and the Cooks Kitchen Mining Company.

For the protection of the Dolcoath Tin Mining Company.

**24.** Unless otherwise agreed between the Company and the Dolcoath Tin Mining Company (herein referred to as "the Dolcoath Company") the Company shall in nowise interfere with the existing watercourses of the Dolcoath Company in the properties numbered on the deposited plans 7 24 27 28 and 29 in the parish of Camborne or any of them whether carried over the railway in launders or under the railway by means of culverts drains or syphons (all of which are herein-after referred to as watercourses) unless and until new watercourses in substitution for the existing watercourses to the reasonable satisfaction of the Dolcoath Company have been provided and constructed and ready for use and the Dolcoath Company shall afford all reasonable facilities to the Company for so doing and such new watercourses shall adjoin as near as conveniently may be the site of the existing watercourses at such place and places as may be agreed upon between the Dolcoath Company and the Company and on a day and time to be agreed upon between the Company and the Dolcoath Company but not before such day and time the water shall be diverted from the existing watercourses into the new watercourses and the existing watercourses shall thereupon be stopped up and discontinued and may be removed or done away with by the Company Provided also that the existing levels of all the said watercourses shall be maintained and that the new watercourses Nos. 7 and 24 shall become the property of the said Dolcoath Company and the said watercourses and the watercourse No. 29 as well as the existing watercourses wherever within the Company's fences are to be for ever hereafter maintained by the said Company Provided also that the Company if required by the Dolcoath Company shall widen the bridge now existing up to a total width of twenty feet as marked on the said plan numbered 3 herein-after mentioned and the Dolcoath Company shall pay to the Company all moneys reasonably expended by them in so doing and such widened portion shall be maintained by the Dolcoath Company at their own expense :

A.D. 1894.

Provided also that the Company shall only take or acquire under the powers of this Act so much of the property numbered 11 in the said parish as is shown on the plan signed in three parts by James Charles Inglis on behalf of the Company and Josiah Thomas on behalf of the Dolcoath Company and Frederick George Webber Read on behalf of the Cornwall Mines Supply Company one part of which is retained by each Company and that the Company shall provide a new pathway four feet wide and give to the Dolcoath Company a right of way over the strip of land striped red on the said plan for the use of the said Company which plan is signed by James Charles Inglis on behalf of the Company and Josiah Thomas on behalf of the Dolcoath Company and is known as plan No. 3 of the plans relating to the Dolcoath Company.

Period for compulsory purchase of lands by Company.

**25.** The powers of this Act for the compulsory purchase of lands by the Company shall cease after the expiration of three years from the passing of this Act.

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

**26.** Subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway the site and soil of the portions of roads streets footpaths and highways stopped up and discontinued under the authority of this Act and the fee simple and inheritance thereof shall (except where by this Act otherwise provided) if the Company are or if and when under the powers of this Act or of any other Act relating to the Company already passed 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.

**27.** All rights of way over or along the portions of roads streets footpaths or highways which shall under the provisions of this Act be stopped up and all rights of way over any of the lands which shall under the compulsory powers of this Act be purchased or acquired shall be and the same are hereby extinguished.

Roads not to be stopped up till substituted work completed.

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

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

Provision as to repair of new roads and footpaths.

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

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

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

Power to Two Companies to execute works.

**31.** Subject to the provisions of this Act the Two Companies or either of them with as between themselves the consent of the other may make in the lines and according to the levels shown upon the deposited plans and sections relating thereto the bridge widenings herein-after described and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say) :—

The widening on the eastern side of the bridge which carries the railways of the Two Companies over Cross Street Shrewsbury in that part of the parish of St. Mary which was formerly part of the parish of St. Alkmunds in the county of Salop :

The widening on the northern side of the bridge which carries the railways of the Two Companies over Castle Foregate Shrewsbury in the said parish of St. Mary in the county of Salop :

The widening on both sides of the viaduct which carries the railways of the Two Companies over the River Severn at Shrewsbury in the parishes of St. Mary and Holy Cross and St. Giles in the county of Salop.

A.D. 1894.

Power to Two Companies to acquire additional lands.

**32.** Subject to the provisions of this Act and in addition to the other lands which the Two Companies are by this Act authorised to acquire the Two Companies or either of them with as between themselves the consent of the other may enter upon take use and appropriate for the purposes of the Two Companies or either of them and for providing increased accommodation all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto all in the county of Salop (that is to say) :—

Lands at Shrewsbury.

Certain lands in the said parish of St. Mary lying between Castle Foregate and Chester Street Shrewsbury near to where the railways of the Two Companies are carried over Castle Foregate :

Certain other lands in the said parish of St. Mary lying between the railway from Crewe to Shrewsbury and Castle Foregate and extending from Cross Street in a northerly direction for a distance of about 15 yards measured along Castle Foregate :

Certain other lands in the said parish of St. Mary adjoining the northern side of Howard Street and the eastern side of Castle Foregate and extending from the junction of Howard Street and Castle Foregate for a distance of about 28 yards along Howard Street in an easterly direction and 18 yards along Castle Foregate in a northerly direction.

Period for compulsory purchase of lands by Two Companies.

**33.** The powers of this Act for the compulsory purchase of lands by the Two Companies shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements.

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

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

**35.** The Company or the Two Companies (as the case may be) may in constructing the new roads footpaths and other similar works by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and

may deviate from the levels of the new roads and other works shown on the deposited sections to any extent not exceeding three feet but not so as to increase the rate of inclination of any new road as shown on the said sections.

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

**36.** And whereas in the exercise by the Company or by the Two Companies of the powers conferred upon them respectively by this Act it may happen that portions only of the lands 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 the owners of and other persons interested in the lands buildings or manufactories described or referred to in the first schedule to this Act and whereof parts only are required for the 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 such material detriment as aforesaid be required to sell and convey to the Company or to the Two Companies as the case may be the portions only of their premises so required without the Company or the Two Companies as the case may be being obliged or compellable to purchase the whole or any greater portion thereof the Company or the Two Companies as the case may be paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company or the Two Companies as the case may be that he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company or the Two Companies as the case may be may prceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company or the Two Companies as the case may be allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them Provided always that if in the opinion of the said tribunal any such portions cannot be severed from the remainder of such property without such material detriment the Company or the Two

A.D. 1894.

Companies as the case may be may withdraw their notices to treat for the portion or portions 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 Provided also that if in the opinion of such tribunal any such portions can notwithstanding the allegation of such owner or other persons be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained The provisions of this section shall be stated in every notice given thereunder by the Company or by the Two Companies as the case may be to sell and convey any premises.

Restrictions on displacing persons of labouring class.

**37.**—(1.) The Company or the Two Companies shall not under the powers of this Act or under the powers of any former Act revived or extended by this Act purchase or acquire in any city borough or urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company or Companies exercising the said powers—

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

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

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

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

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

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

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

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

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

A.D. 1894.

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

Provided that all lands on which any buildings have been erected or provided by the Company or the Two Companies in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

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

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

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

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

(11.) Any houses on any of the lands shown on the plans deposited with reference to this Act or any former Act the powers of which are revived or extended by this Act occupied or which may have

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

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

Provision with respect to superfluous lands.

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

Therefore nothing in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company with which that Act is incorporated with respect to the sale of superfluous lands shall until the expiration of ten years from the passing of this Act be held to apply to any lands with or without any building thereon and the appurtenances thereto acquired by the Company in the parishes enumerated in the second schedule to this Act any part of which adjoins the Company's railway or any station belonging solely or jointly to them or is situate within one mile of any station on the said railway And the Company may during the same period of ten years from the passing of this Act continue to hold such lands buildings and appurtenances although not immediately required for the purposes

A.D. 1894.

aforesaid But they shall at the expiration of such period of ten years sell and dispose of all parts of such lands which shall not then have been applied to or are not then required for the purposes of their undertaking.

Company to abandon authorised railways.

**39.** The Company shall abandon the construction of (*a*) Railway No. 2 authorised by the Great Western Railway (No. 2) Act 1882 (*b*) Railway No. 6 authorised by the Great Western Railway Act 1883 and (*c*) Railway No. 2 authorised by the Great Western Railway Act 1890.

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

**40.** The abandonment by the Company under the authority of this Act of the said railways 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 the 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 may have been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which may have been sustained by such 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 in the Great Western Railway (No. 2) Act 1882 or in the Great Western Railway Act 1883 or in the Great Western Railway Act 1890 as the case may be.

Compensation for non-completion of contracts in respect of railways abandoned.

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

Revival of powers for acquisition of lands for portions of East Usk Railway.

**42.** The powers of the Company for the compulsory purchase of lands for the purposes of so much of Railway No. 1 authorised by the East Usk Railway Act 1885 as lies between a point on the said railway about 9 chains measured in a northerly direction from Saint Julian's Pill and the termination thereof and for the purposes

of Railway No. 2 authorised by the same Act are hereby revived and may be exercised by the Company during a period of three years from the passing of this Act and after the expiration of that period shall cease.

Revival of powers for construction of East Usk Railway.

**43.** The powers of the Company for the construction of Railways No. 1 and No. 2 authorised by the East Usk Railway Act 1885 are hereby revived and extended and may be exercised by the Company during but not after the expiration of five years from the passing of this Act and sections 46 and 47 of the Great Western Railway Act 1892 shall be read and construed as if the period by this Act limited for the completion thereof had been the period limited by the East Usk Railway Act 1890:

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

Companies amalgamated with Company.

**44.** The several undertakings of the amalgamated companies shall subject to the contracts obligations debts and liabilities of those companies respectively be amalgamated with and form part of the undertaking of the Company subject nevertheless to the provisions of this Act and each such amalgamation shall take effect as on and from the first day of July one thousand eight hundred and ninety-four and as on and from that date the said companies are respectively hereby dissolved except for the purpose of winding up their affairs:

A Queen's printers' copy of this Act shall be chargeable with the same stamp duty as would be chargeable if the transaction effected by this Act with reference to each of the amalgamated companies were a transaction effected by an executed instrument in writing and the copy were the instrument and that copy shall within three months from the date of amalgamation or from the passing of this Act whichever shall last happen be produced as such instrument to the Commissioners of Inland Revenue for their opinion as to the stamp duty chargeable thereon under the provisions of the Stamp Act 1891 and all the provisions of that Act shall apply thereto accordingly except that the Company if dissatisfied with the assessment of the Commissioners shall not be required to pay duty in conformity with such assessment as a condition of appeal to the High Court Provided that in case of delay of payment under the above exception the amount of duty assessed or determined by the Court to be chargeable shall be a debt due to

A.D. 1894.

Her Majesty and shall be paid with interest thereon at the rate of five pounds per centum per annum from the expiration of the said three months until the day of payment.

Amalgamated companies to receive revenue and pay debts up to the date of the amalgamation.

**45.** The amalgamated companies shall be respectively entitled to all their revenues up to and inclusive of the thirtieth day of June one thousand eight hundred and ninety-four and except as hereinafter mentioned the amalgamated companies shall discharge and relieve the Company of all their contracts obligations debts and liabilities not chargeable to capital account which shall have accrued up to the time of amalgamation.

Cancelling stocks and debentures of amalgamated companies held by Company.

**46.** As from the time of amalgamation the shares mortgages and debenture stocks of the amalgamated companies held by or on behalf of the Company and specified in the fourth and fifth columns of the third schedule to this Act shall be and the same are hereby cancelled.

Debenture stock of Oldbury Railway Company to be exchanged for debenture stock of Company.

**47.** As at and from the time of amalgamation the several holders of the debenture stock of the Oldbury Railway Company shall in lieu of and in exchange for the debenture stock held by them respectively become and be the holders of the amount of Four per centum debenture stock of the Company specified in the third schedule to this Act as intended to be issued to the holders of the debenture stock of the Oldbury Railway Company in the proportions of the amounts of stock of that company held by them respectively.

Shares of Oldbury Railway Company not held by or on behalf of the Company to be paid for in cash.

**48.** As at and from the time of amalgamation the several holders of the ordinary shares in the capital of the Oldbury Railway Company which are not held by or on behalf of the Company shall in lieu of and in exchange for the shares held by them respectively be paid the sum of one hundred pounds in respect of each one hundred pounds of the said shares so held by them and a like proportion in respect of any sum less than one hundred pounds held by them respectively.

Fractional parts of a pound of stock.

**49.** 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.

Certificates of shares &c. to be exchanged.

**50.** On and after the time of amalgamation every holder of debenture stock or ordinary shares in the capital of the Oldbury 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 debenture stock of the Company or the amount in cash as the case may be to which such holder is entitled under the provisions of this Act and the certificates with respect to the stock or shares in the capital of the Oldbury Company shall upon such exchange be cancelled.

Provision as to lost certificates.

**51.** If the certificates for any debenture stock or ordinary shares in the capital of the Oldbury 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 the stock of the Company or the amount in cash as the case may be to which he would be entitled under this Act as if such first-mentioned certificate had been delivered by him to the Company.

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

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

Capital powers of amalgamated companies repealed.

**53.** All unexercised powers of raising money (otherwise than by borrowing or by debenture stock) conferred upon the amalgamated companies or any of them by any Act of Parliament are subject to the provisions of this Act hereby cancelled.

Power to Company and Metropolitan Railway Company to apply certain moneys to purposes of Hammer-

**54.** Notwithstanding anything contained in sections 10 and 14 of the Hammersmith and City Railway Act 1865 the Company and the Metropolitan Railway Company as owners of the Hammersmith and City Railway may apply in payment for the purchase of lands for the purposes of the Hammersmith and City Railway and the works and conveniences connected therewith or any other purpose of or connected with that railway and works the moneys authorised to be borrowed by section 10 of the said Act or which have been

A.D. 1894.

Hammersmith and City Railway.

borrowed or the moneys received or which may be received from debenture stock created or which may be created in lieu thereof or any part or parts of such moneys or the Company and the Metropolitan Railway Company or either of them with the consent of the other may apply their own respective funds.

Metropolitan Railway Company to hold certain lands in trust for themselves and Company.

**55.** The Metropolitan Railway Company shall hold in trust for themselves and the Company as owners of the Hammersmith and City Railway the lands in the parish of Saint Peter and Saint Paul Hammersmith in the county of Middlesex to the north-east of the new carriage-shed acquired by the Metropolitan Railway Company under the provisions of the Metropolitan Railway Act 1882.

Power to raise additional capital.

**56.** 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 seven hundred and fifty thousand pounds exclusive of the other capital and other moneys which they are or may be authorised to create and issue or raise by this or any other Act or Acts of Parliament and the Company may create and issue such new shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

As to disposal of new shares or stock.

**57.** Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may from time to time in issuing any portion of the additional capital by this Act authorised dispose of all or any of the shares or stock representing the same at such times to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company.

Power to cancel unissued shares or stock.

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

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

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

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

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

Dividends on new shares or stock.

**61.** 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.

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

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

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

Power to borrow.

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

A.D. 1894.

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

Company may issue debenture stock.

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

Mortgages already granted by Company to have priority.

**66.** All mortgages or bonds granted before the passing of this Act by the Company or by or in the name of any company whose undertaking is under the powers of any Act of Parliament purchased by the Company or amalgamated with the undertaking of or vested in the Company shall during the continuance of such mortgages or bonds and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted have priority over all mortgages granted after the passing of this Act by the Company But nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Application of moneys raised by Company.

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

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

**68.** 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 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 purposes of the amalgamations by this Act authorised and for the general purposes of their undertaking and for the more efficient working of their traffic issue any shares or stocks which under the authority of any Act passed prior to the present session of Parliament the Company may have created or may hereafter create but which are not or may not be required for the special purposes for which such shares or stocks respectively were authorised to be created Provided that all money raised by the issue of such shares or stocks shall be applied only to purposes to which capital is properly applicable.

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

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

Saving for Postmaster General.

**70.** Nothing in this Act shall be deemed to impose upon the Postmaster General the obligation of transmitting under the provisions of the Telegraph Act 1868 or any agreement between the Postmaster General and the Company made in pursuance thereof any larger number of telegraphic messages of the Company free of charge than he would have been bound to transmit had this Act not become law.

Interest not to be paid on calls paid up.

**71.** No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for future Bills not to be paid out of capital.

**72.** The Company shall not out of any money by this Act authorised to be raised by them pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application

A.D. 1894.

to Parliament for the purpose of obtaining an Act authorising the Company to construct any railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

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

Costs of Act.

**74.** 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.

### Part I.

Describing Lands Buildings and Manufactories whereof portions only are required to be taken by the Company.

| Parish. | No. on Deposited Plan. | Description of Property. |
|---|---|---|
| **RAILWAY No. 3.** | | |
| Bedwellty - - | 2 | Tramway (or incline) and siding. |
| | 3 | Site of old incline or tramway. |
| Embankment in lieu of the existing Olton Viaduct over the Reservoir of the Warwick and Birmingham Canal Company. | | |
| Solihull - - | 2 | Bank and trees. |
| | 3 | Reservoirs sluice gates and land adjoining |
| Widening of a portion of existing Olton Viaduct. | | |
| Solihull - - | 2 | Rough ground wood pool and canal works. |
| Viaduct and Embankments in the Parishes of Saint Austell and Saint Mewan (Gover Viaduct). | | |
| Saint Austell - - | 5 | Yard and occupation road. |
| Viaduct and Embankments in the Parishes of Saint Clement and Kenwyn (Truro Viaduct). | | |
| Saint Clement - - | 4 | Garden ground and road. |
| Viaduct and Embankments in the Parishes of Saint Mary Truro and Kenwyn (Carvedras Viaduct). | | |
| Kenwyn - - | 13 | Rough ground and cinder heaps. |
| | 14 | Road and path. |
| | 15 | Leet and hatch. |
| | 16 | Storehouses tinworks water-wheel stamping machinery and buildings and slime pits. |
| | 17 | Yard bank and tramway. |
| | 18 | Yard stamping machinery and building water-wheel slime pits and leet. |
| | 19 | Yard tramways and leet. |
| | 20 | Leet and hatches. |
| | 21 | Culm house. |
| | 22 | Rough ground and footpaths. |

| Parish. | No. on Deposited Plan. | Description of Property. |
|---|---|---|
| | Widening of Bridge at Brettell Lane. | |
| Kingswinford - - | 1 | Canal and towing path. |
| | 5 | Canal and towing path. |
| Lands in the Parish of Saint Andrew Plymouth forming part of the Buildings and Yard of the Millbay Soap Works. | | |
| Saint Andrew Plymouth | 1 | Soapworks carpenter's shop coach-house outhouses and yard. |
| | Lands in the Parish of Saint Mary Truro. | |
| Saint Mary Truro - | 1 | Garden. |
| | 2 | Garden workshop and fowlhouses. |
| | 3 | Yard stable loft and out offices. |
| | Lands in the Parish of Redruth. | |
| Redruth - - | 5 | Builder's yard. |
| | 6 | Workshops. |
| | Lands in the Parish of Illogan. | |
| Illogan - - - | 1 | Waste heaps rough land man engine shaft and works. |
| | 9 | Waste heaps and pully stands. |
| | 12 | Coal yard office and weighbridge. |
| | Lands in the Parish of Camborne. | |
| Camborne - - | 1 | Disused store and stone-breaking yard shed and stone heaps. |
| | 7 | Leet and footbridge over. |
| | Lands in the Parish of Llanhilleth. | |
| Llanhilleth - - | 1 | Yard and sidings. |
| | 3 | Store sheds. |
| | 4 | Old viaduct works and machinery. |
| | 5 | Yard and siding. |
| | 7 | Yard. |

## Part II.

Describing Lands Buildings and Manufactories whereof portions only are required to be taken by the Two Companies.

| Parish. | No. on Deposited Plan. | Description of Property. |
|---|---|---|
| | Widening of Viaduct at Shrewsbury. | |
| Saint Mary - - | 2 | Bank trees and garden. |

## SECOND SCHEDULE.

SUPERFLUOUS LANDS OF COMPANY.

BERKSHIRE—
Compton Beauchamp.

BRISTOL CITY and COUNTY of—
St. James and St. Paul.

BUCKINGHAMSHIRE—
Horsendon.

CARMARTHENSHIRE—
Llanelly.

DENBIGH—
Wrexham.

DEVONSHIRE—
Bovey Tracey.
Brixham.
Buckland Monachorum.
Churchtown Ferrers.
Cornwood.
Dartington.
Dawlish.
East Teignmouth.
Egg Buckland.
Exminster.
Harford.
Highweek.
Ipplepen.
Kenton.
Kingskerswell.
Kingswear.
Laira Green.
Lamerton.
Lifton.
Moreton Hampstead.
Paignton.
Plympton St. Mary.
Rattery.

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

DORSETSHIRE—
Bradford Abbas.
Bradford Peverell.
Broadway.
Clifton Maybank.
Frome St. Quinton.
Maiden Newton.
Milbury Bubb.
Yetminster.

FLINTSHIRE—
Gresford.

GLAMORGANSHIRE—
Laleston.
Llandaff.
Llansamlet.
Newcastle.
Newton Nottage.
Pyle.
St. John Swansea.
St. Mary Cardiff.
Swansea.

A.D. 1894.

GLOUCESTERSHIRE—

Churchham.
Dixton.
Dymock.
Hartbury.
Lassington.
Masemore.
Newent.
Newnham.
Newland.
Oxenhall.
Rudford.
Tibberton.

HEREFORDSHIRE—

Ashton Ingham.
Ledbury.
Ross.
St. John Baptist Hereford.

MONMOUTHSHIRE—

Llantilio Pertholey.

OXFORDSHIRE—

Crowell.
Lewknor.

SOMERSETSHIRE—

Bathampton.
Brislington.
Binton.
Freshford.
Frome Selwood.
Huntspill.
Kilmersdon.
Marston Magna.
Pensford St. Thomas.
Radstock.
Shepton Mallet.
Sparkford.
Twerton.
Whitchurch.

WARWICKSHIRE—

Aston Cantlow.
Old Stratford.

WILTSHIRE—

Bradford-on-Avon.
Lidiard Tregooze.
Malmesbury.
St. John Baptist Devizes.
Somerford Parva.
Westbury.

WORCESTERSHIRE—

Yardley.

All property within one mile of the under-mentioned stations :—

Chippenham.
Dorchester.
Holt Junction.
Neath.
Newport.
Pontypool.

## THIRD SCHEDULE.

| 1<br>Name of Company. | 2<br>Description of Capital. | 3<br>Amount issued. | 4<br>Amounts held by or on behalf of Great Western Company under Statutory Authority. | 5<br>Amounts held by or on behalf of Great Western Company without Statutory Authority. | 6<br>Amounts held otherwise than by or on behalf of Great Western Company. | 7<br>Great Western 4 per cent. Debenture Stock to be issued for Amounts in Column 6. | 8<br>Cash payable by Great Western Company. |
|---|---|---|---|---|---|---|---|
| | | £ | £ | £ | £ | £ | |
| Tiverton and North Devon Railway Company. | 3½ per cent. mortgages | 21,166 | - - - | 21,166 | | | |
| | Ordinary shares - | 64,500 | 40,000 | 24,500 | | | |
| Oldbury Railway Company. | Debenture stock - | 30,500 | - - - | 2,000 | 28,500 | 28,500 | |
| | Ordinary £10 shares | 70,000 | 45,000 | 24,300 | 700 | - - - | £100 in cash to be paid to the respective holders of these seventy shares in respect of each £100 of their holding and a like proportion in respect of any less sum than £100. |

Printed by EYRE and SPOTTISWOODE,
FOR
T. DIGBY PIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
JOHN MENZIES & Co., 12, HANOVER STREET, EDINBURGH, and
90, WEST NILE STREET, GLASGOW; or
HODGES, FIGGIS, & Co., LIMITED, 104, GRAFTON STREET, DUBLIN.