CHAPTER ccvi.

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An Act to authorise the Great Western Railway Company to make and maintain certain railways in the county of Gloucester and to acquire lands and to confer further powers upon that Company and the Corporation of Carmarthen the Swindon and Cheltenham Extension Railway Company and the Llanelly Harbour and Burry Navigation Commissioners; and for other purposes.

[28th July 1884.]

(Railways and other works.)

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

(Company and corporation of Carmarthen.)

And whereas it is expedient that the Company and the mayor aldermen and burgesses of the county of the borough of Carmarthen (in this Act called "the corporation of Carmarthen") should for purposes in which they are jointly interested be empowered to acquire the lands and exercise the other powers herein-after respectively referred to in that behalf:

(Deposit of plans &c.)

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

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(Swindon and Cheltenham Railway Company.)

And whereas the Swindon and Cheltenham Extension Railway Company (in this Act called "the Cheltenham Company") are interested in the construction and completion of the railways by this Act authorised and it is expedient that the agreement contained in the schedule to this Act should be confirmed and that the said companies should be empowered to make and carry into effect further agreements with reference thereto and otherwise as in this Act expressed:

(Llanelly Harbour and Burry Commissioners.)

And whereas it is expedient that the Company and the Llanelly Harbour and Burry Navigation Commissioners (in this Act called "the commissioners") should be empowered to make and carry into effect agreements with reference to the diversion of certain streams of water which pass under the Company's railway as hereinafter expressed:

(Application of funds.)

And whereas it is expedient that the Company and the Cheltenham Company and the corporation of Carmarthen and the commissioners should be empowered to apply their funds to the purposes of this Act in which they are respectively interested:

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. 2) Act 1884.

Incorporation of general Acts.

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

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

The Railways Clauses Consolidation Act 1845:

Part I (relating to the construction of a railway) and Part III (relating to working agreements) of the Railways Clauses Act 1863:

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;
The remedies of creditors of the Company against the shareholders;
The borrowing of money;
The conversion of the borrowed money into capital;
The consolidation of shares into stock; and
The provision to be made for affording access to the special Act by all parties interested:

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

Interpretation.

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

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

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

Power to make railways.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways hereinafter described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes and for the general purposes of their undertaking:

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

No. 1. A railway (three furlongs six chains and sixty-five links in length) commencing in the parish of Siddington in the county of Gloucester by a junction with the Company's Cirencester Branch Railway and terminating in the parish of Cirencester in the same county by a junction with the Swindon and Cheltenham Extension Railway:

No. 2. A railway (one furlong and eight chains in length) wholly situate in the parish of Cirencester in the county of Gloucester

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commencing by a junction with the Company's said Cirencester Branch Railway and terminating by a junction with Railway No. 1 above described :

No. 3. A railway (three furlongs and seven chains in length) commencing in the said parish of Cirencester and county of Gloucester by a junction with Railway No. 1 above described and terminating in the parish of Siddington in the said county by a junction with the said Swindon and Cheltenham Extension Railway :

Provided always that the Company shall not be required to make and maintain the said railways or either of them except upon the terms and conditions contained in the agreement set forth in the schedule to and confirmed by this Act.

Railways to be part of Company's undertaking.

5. Subject to the provisions of this Act the railways shall for all purposes including the demanding and recovering of tolls rates and charges be deemed to be part of the Company's undertaking Provided always that the tolls rates and charges to be demanded and recovered in respect of the railways and the traffic thereon shall not exceed the tolls rates and charges prescribed by the Great Western Railway Amendment and Extensions Act 1847.

As to agreements between Company and Cheltenham Company.

6. The agreement contained in the schedule to this Act and made between the Cheltenham Company of the first part the Swindon Marlborough and Andover Railway Company of the second part and the Company of the third part is hereby confirmed and made binding upon the companies parties thereto respectively :

The Company and the Cheltenham Company may make and carry into effect further agreements with reference to the railways by this Act authorised or some or one of them or some part or parts thereof and as to the construction working user maintenance and management thereof and the apportionment of the costs thereof And any such further agreement may amongst other things provide that upon payment by the Cheltenham Company of a moiety of the expense of the construction of the railways and of the acquisition of the lands acquired therefor and all other expenses incident to such construction and acquisition including amongst others legal parliamentary and engineering the railways shall be deemed to be the joint undertaking and property of the Company and the Cheltenham Company and those two companies shall have and be subject to the like and equal rights privileges liabilities and obligations in all respects in over or relating to the same The Cheltenham Company may apply to the purposes of the said railways or some or one of

them such portion of their corporate funds as they shall think expedient.

For protection of Thames and Severn Canal Company.

7. Whereas the railways are intended to be carried over and across the Thames and Severn Canal Navigation by a bridge in the parish of Cirencester in the county of Gloucester sixty yards or thereabouts north of the line where the boundary between the parishes of Cirencester and Siddington both in the county of Gloucester intersects the said navigation therefore the following provisions shall have effect:

(1) Nothing in this Act contained shall take away diminish alter prejudice or affect any of the rights privileges powers or authorities vested in the company of proprietors of the said navigation (in this section referred to as "the canal company") or authorise or empower the Company without the previous consent of the canal company to alter the line or level of the said navigation or the towing-path thereof or any part or parts thereof respectively or to obstruct the full and free use of the said navigation or any part thereof or to divert any of the waters therein or which may be taken for the use of or which now supply the said navigation or to injure any of the works of the said navigation and the Company shall not without the like consent make any deviation from the course or direction of the railway beyond the limits of deviation delineated on the deposited plans:

(2) The railway shall unless otherwise agreed with the canal company be carried across the said navigation and towing-path by means of a bridge not less than twenty-five feet in clear span with a headway of not less than nine feet above the ordinary water level of the said navigation at the place of crossing and the Company shall and they are hereby required at their own expense at all times to maintain and keep in good and substantial repair the said bridge:

(3) The work shall be done to the reasonable satisfaction of the engineer of the canal company:

(4) If by reason or in execution of any of the works by this Act authorised or by reason of the bad state of repair of the said bridge or if by any act or omission of the Company or any of their agents servants or workmen the waterway of the said navigation or the towing-path thereof shall be obstructed so that boats barges or other vessels navigating or using the same cannot pass or shall be impeded in passing along the same then

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and in any or either of the said cases the Company shall be liable to pay to the canal company as or by way of ascertained damages the sum of ten pounds for every twenty-four hours during which such obstruction shall continue on the said navigation and so in proportion for any less time than twenty-four hours and in default of payment of the said sum or such proportion thereof as shall become due on demand made of or from the Company the canal company may recover the same with full costs of suit in any court of competent jurisdiction And in case the said bridge across the said navigation or any part thereof or the approaches sides slopes or banks of the railway next the said navigation or any of them or any part thereof respectively shall not be kept in good and substantial repair after one month's notice in writing by the canal company to the Company the canal company may execute the needful repairs and recover the amount of the expenses from the Company with full costs of suit in any court of competent jurisdiction :

(5) If any difference arise between the Company and the canal company touching anything to be done or not to be done or the amount of any moneys to be paid under the provisions of this section by the Company to the canal company (other than the sums to be paid by the Company to the canal company as or by way of liquidated or special damages or compensation) such difference shall be settled by an engineer to be appointed (unless otherwise agreed on) on the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers.

Period for completion of railways.

8. Subject to the proviso to section 4 of this Act if the railways are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Imposing penalty unless railways opened.

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

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway or railways in reference to which the penalty has been incurred in accordance with the provisions of the next following section of this Act or by the Solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854:

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Chancery Division of the High Court of Justice in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided:

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty.

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

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be

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

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

11. And whereas the Company in exercising the powers of this Act may find that portions only of the lands or other buildings or manufactories shown on the deposited plans will be sufficient for the purposes of this Act and that such portions may be severed from the remainder of the said properties without material detriment thereto:

Therefore notwithstanding section ninety-two of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands buildings or manufactories numbered on the deposited plans 13 in the parish of Cirencester and whereof part only is required for the purposes of the Company may if such portion 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 the said property without material detriment thereto be required to sell and convey to the Company the portion only of the premises so required without their being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise:

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

Power to Company to stop up portion of road at Carmarthen.

12. Subject to the provisions of this Act the Company may stop up and discontinue so much of the road in the parish of St. Peter's in the county of the borough of Carmarthen as crosses the Carmarthen and Cardigan Railway of the Company on the level immediately adjoining the Railway Inn and about two chains eastward of the mile post on the said railway indicating one mile from Carmarthen Junction.

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Vesting in Company of site and soil of portion of road stopped up.

13. The site and soil of the portion of road by this Act authorised to be stopped up and discontinued 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 from the time of the stopping up thereof respectively wholly and absolutely vested in the Company subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

Power to Company to acquire additional lands for general purposes.

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

Certain lands in the parish of Basingstoke in the county of Hants on the northern side of and near to the engine shed on the Company's Basingstoke Branch Railway at Basingstoke and extending from a point opposite to and northward of the said engine shed and of the mile post on the said branch railway indicating fifty-one and a quarter miles from Paddington for a distance of about ninety-eight yards measured westward of the said point:

Certain lands in the parish of Standish in the county of Gloucester on the eastern side of the Company's railway from Swindon to Gloucester and adjoining thereto and extending from a point about three and a half chains southward of the mile post on the said railway indicating one hundred and six and a half miles from Paddington to a point about two and a half chains northward of the mile post on that railway indicating one hundred and seven miles from Paddington:

Certain lands in the parish of St. Peter's in the county of the borough of Carmarthen on the south-eastern side of the Company's Carmarthen and Cardigan Railway and partly adjoining thereto and to certain lands belonging to the Company and extending for a distance of about forty yards north-eastward and about twenty-four yards south-westward of the mile post on the said railway indicating one mile from Carmarthen Junction and lying between the said railway and

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the River Towy and certain other lands also on the south-eastern side of the said railway and adjoining thereto and extending for a distance of about five chains measured in a south-westerly direction from the level crossing which is situate about seven chains north-eastward of the eastern end of the goods shed on the said railway.

Period for compulsory purchase of lands by Company.

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

Power to Company and corporation of Carmarthen to acquire lands.

16. Subject to the provisions of this Act the Company and the corporation of Carmarthen or either of them for the purposes of the Company and of the corporation of Carmarthen or either of them or for the purposes of improving the approach to the Company's station at Carmarthen or to the town of Carmarthen and for providing increased facilities and accommodation connected with the said town and station may enter upon take and use the following lands or any of them (that is to say):—

Certain lands partly in the parish of Saint Peter's in the county of the borough of Carmarthen and partly in the parish of Newchurch in the county of Carmarthen lying between the north-eastern end of the stone bridge at Carmarthen carrying the turnpike road over the River Towy and the western end of the approach road to the Carmarthen Station of the Carmarthen and Cardigan Railway of the Company from the west.

Period for compulsory purchase of lands by Company and corporation.

17. The powers of the Company and the corporation of Carmarthen or either of them for the compulsory purchase of lands under this Act shall not be exercised after the expiration of three years from the passing of this Act.

Extinguishment of rights of way.

18. All rights of way over or along the portion of road by this Act authorised to 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 as from the stopping up purchase or acquisition thereof respectively hereby extinguished.

Power to owners to grant easements.

19. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company and the corporation of Carmarthen or either of them as the case may be any easement right or privilege (not being an easement of water) required for the purposes or under the powers of this Act in over

or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to Company and corporation of Carmarthen to make agreements.

20. The Company and the corporation of Carmarthen may enter into and carry into effect agreements with reference to the acquisition of the said lands in the parishes of Saint Peter's and Newchurch the appropriation thereof the construction widening and improvement of roads footpaths bridges or other works thereon and any other matters incident thereto And the corporation of Carmarthen may construct widen or improve such roads footpaths bridges or works thereon as may be agreed And the said corporation may apply their corporate funds and rates to the purposes aforesaid or either of them and if necessary may with the consent of the Local Government Board borrow for such purposes any sum not exceeding five hundred pounds.

Power to Company and Llanelly and Burry Commissioners to make agreements &c.

21. The Company and the commissioners may make and carry into effect agreements with reference to the diversion of certain streams of water which pass under the Company's railway by means of culverts between Pembrey and Llanelly and as to the carrying of these streams along the side of the Company's railway and thence under the said railway into the dock and works at Llanelly of the said commissioners And the commissioners may apply to the purposes aforesaid or some of them being in each case purposes to which capital is properly applicable such portion of their corporate funds as they shall think expedient and may upon lands belonging to them or over which they may acquire an easement execute such works as may be required to carry out the objects aforesaid or some of them.

Power to Company to apply surplus money to purposes of this Act.

22. 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 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.

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Provision as to general railway Acts.

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

Costs of Act.

24. 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.

SCHEDULE referred to in the foregoing Act.

MEMORANDUM OF AGREEMENT made and entered into this seventeenth day of March one thousand eight hundred and eighty-four between the Swindon and Cheltenham Extension Railway Company (herein-after referred to as "the Cheltenham Company") of the first part the Swindon Marlborough and Andover Railway Company (herein-after referred to as "the Swindon Company") of the second part and the Great Western Railway Company (herein-after referred to as "the Great Western Company") of the third part.

Whereas the Great Western and the Cheltenham Companies are promoting Bills in the present session of Parliament for the construction of certain railways and works at Siddington and for other purposes and the Swindon Company are promoting a Bill in Parliament for the construction of certain railways between Marlborough and Wolfhall And whereas the Cheltenham Company have petitioned against the Great Western Bill and the Banbury and Cheltenham Railway Company and Great Western Company have petitioned against the Cheltenham Company's Bill and the Great Western Company have petitioned against the Swindon Company's Bill And whereas it has been mutually agreed with a view to the settlement of the matters in difference between the companies that the following agreement shall be entered into and carried into effect:—

1. The Great Western Company to withdraw their petition against the Cheltenham Company's Bill.

2. The Cheltenham Company to strike out of their Bill all powers except the power to construct the Deviation Line No. 1 including the junction at Andoversford such junction to be constructed according to the deposited plans and subject to the approval of the engineer of the Great Western Company or in case of difference between him and the engineer of the Cheltenham Company to the approval of an engineer to be appointed by the Board of Trade.

3. The Bill to be passed as amended by the solicitors of the Cheltenham and Great Western Companies and signed by them.

4. Upon payment by the Cheltenham Company of one half the estimated cost of Railway No. 3 described in the Great Western Company's Bill No. 2 and of so much of Railway No. 1 as lies between the junction of Railway No. 3 with that railway and the commencement of Railway No. 1 by a junction with the Cirencester Branch of the Great Western Company the Great Western Company shall construct such railway and portion of railway.

5. The Cheltenham Company shall pay to the Great Western Company one half the cost of Railway No. 2 and also of so much of Railway No. 1

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as lies between the junction of that railway with Railway No. 2 and the termination of Railway No. 1 by a junction with the Cheltenham Company's line and thereupon the Great Western Company shall construct such railway and portion of railway.

6. Any difference as to the mode of laying out or as to the construction or cost of such railways or portions of railways respectively shall be determined by an engineer to be appointed by the Board of Trade on the application of either company.

7. The several junctions and junction railways to be maintained and worked at the joint expense of the two companies.

8. The Swindon Company's Bill to be withdrawn.

9. The Great Western Company to withdraw their petition against the Amalgamation Bill of the Cheltenham and Swindon Companies and in consideration of such withdrawal the amalgamated company to grant to the Great Western Company running powers from the junction of Railway No. 1 with the Swindon and Cheltenham Line over so much of that line as lies between such junction and the Fairford Branch and over such branch to or from the junction of that branch with the East Gloucestershire Railway including stations sidings junctions works and conveniences and the terms and conditions upon which such powers may be exercised by the Great Western Company shall failing agreement be settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859.

10. The Great Western Company to use their best efforts to induce the Banbury and Cheltenham Company to withdraw their opposition to the Swindon Company's Bill and also to the Amalgamation Bill.

For the Great Western Railway Company
R. R. NELSON.
GEORGE DAVIS for the Cheltenham Company.
MARTIN & LESLIE
Agents for Swindon Company.

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