



CHAPTER lxxxvi.

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 an undertaking in which they are jointly interested and upon the Great Western Railway Company and the Rhondda and Swansea Bay Railway Company in respect of junction railways and other works affecting their respective railways and for other purposes. A.D. 1912.

[7th August 1912.]

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

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

And whereas the railways of the Rhondda and Swansea Bay Railway Company (in this Act called "the Rhondda Company") form junctions with the South Wales Railway and the Swansea and Neath Railway of the Company near the River Neath and by section 17 of the Rhondda and Swansea Bay

A.D. 1912. Railway Act 1892 the Company were empowered to run over and use the portion of the Rhondda and Swansea Bay Railway lying between the said junctions :

And whereas for the more convenient exercise of those powers and the interchange of traffic between the respective systems of the Company and the Rhondda Company it is expedient that they should be authorised to make and maintain the junction railways deviations and alterations of railways and other works and acquire the lands in this Act mentioned or referred to in that behalf :

And whereas plans and sections showing the lines and levels of the railways and the deviations widenings and alterations of railways and other works by this Act authorised to be constructed 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 such railways and the deviations widenings and alterations of railways and other works will be constructed and such lands are situated and are hereinafter respectively referred to as the deposited plans sections and books of reference :

And whereas it is expedient that the time now limited by the Great Western Railway Act 1908 for the completion of so much of Railways Nos. 6 7 and 8 authorised by the Great Western Railway (New Railways) Act 1905 as was not by the said Act of 1908 abandoned and for the completion of Deviation Railway No. 1 and Deviation Railway No. 2 authorised by the said Act of 1908 should be extended :

And whereas it is expedient that the Company should be empowered to abandon the construction of the railways and works authorised by the Windsor and Ascot Railway Act 1898 so far as the same have not already been abandoned under the provisions of the Great Western Railway Act 1904 and of the deviation authorised by the said Act of 1904 of a portion of Railway No. 2 authorised by the said Act of 1898 and that the Company should be authorised to sell and dispose of the lands purchased and acquired by them for the purposes of the said railways and deviation :

And whereas the Cork City Railways Company were by the Cork City Railways Act 1906 incorporated and empowered to construct certain railways and other works in the county borough

of Cork and by the said Act the Company were authorised to subscribe and have subscribed to the capital of that company a sum of eighty-five thousand pounds And whereas it is expedient that the Company should be empowered to subscribe a further sum or sums in manner in this Act provided: A.D. 1912.

And whereas it is expedient that some of the provisions of the existing Acts of the Company should be amended or repealed and that further powers should be conferred upon the Company as hereinafter provided:

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

And whereas it is expedient that the North Western Company and the Rhondda Company should be empowered to apply their respective 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 King'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:—

1. This Act may be cited for all purposes as the Great Western Railway Act 1912. Short title.

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):— Incorporation of general Acts.

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845:

Part I. (relating to the construction of a railway) and

Part II. (relating to extension of time) of the Railways Clauses Act 1863.

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: Interpretation.

The expression "the railway" or "the railways" means the new railways and junction railways by this Act authorised;

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The expression "the Joint Companies" means the Company and the North Western Company or whichever of those Companies exercises the powers conferred upon the Joint Companies; and

The expression "the two Companies" means the Company and the Rhondda Company or whichever of those companies exercises the powers conferred upon the two Companies.

Protection of gas and water mains of local authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

Power to make new railways and works.

5. 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 and the deviation and widening of 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 or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company The new railways and the deviation and widening of railways hereinbefore referred to and authorised by this Act are—

CLYDACH VALLEY RAILWAYS.

A Railway (No. 1) 5 furlongs and 8·30 chains in length wholly in the parish of Rhyndwyclydach in the rural district of Pontardawe in the county of Glamorgan commencing by a junction with Railway No. 5 authorised by the Great Western Railway Act 1911 and terminating at a point on or near the eastern bank of the Lower Clydach River 4 chains or thereabouts west of the northernmost corner of the field or enclosure numbered 1385 on the

25-inch Ordnance map (2nd edition 1898) of the said A.D. 1912. parish:

- A Railway (No. 4) 1 furlong and 8·30 chains in length wholly in the said parish of Rhyndwyclydach commencing by a junction with Railway No. 1 at or near its termination hereinbefore described and terminating near the bridge carrying the colliery siding connecting Moody's Colliery with the said tramway over the Lower Clydach River:
- A Railway (No. 5) 5 miles 7 furlongs and 0 chain in length commencing in the said parish of Rhyndwyclydach by a junction with Railway No. 1 at or near its termination hereinbefore described and terminating in the parish of Bettws in the rural district of Llandilo Fawr in the county of Carmarthen on the common or commonable lands known as Mynydd Bettws Common.

MAES-GLÂS LOOP.

- A Railway (No. 6) 2 furlongs and 4·85 chains in length wholly in the county of Monmouth commencing in the parish of Saint Woollos in the rural district of Saint Mellons by a junction with the loop line (known as the Western Curve) connecting the Monmouthshire (Western Valleys) Railway with the South Wales Railway of the Company and terminating in the same parish and rural district by a junction with the said Monmouthshire (Western Valleys) Railway at or near the bridge carrying that railway over the said South Wales Railway:

Notwithstanding anything in this Act contained or shown on the deposited plans no part of Railway No. 6 shall be constructed across or over any portion of the main road from Cardiff to Newport numbered 4 on the deposited plans and in the book of reference and in the construction of the said railway the Company shall not in any way interfere with the said main road.

EBBW JUNCTION LOOP.

- A Railway (No. 7) 1 mile 5 furlongs and 0·68 chain in length wholly in the county of Monmouth commencing in the parish of Saint Bride's Wentlooge in the rural district of Saint Mellons by a junction with the South Wales Railway of the Company and terminating in the

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parish of Saint Woollos in the rural district of Saint Mellons by a junction with the loop line (known as the Western Curve) connecting the Monmouthshire (Western Valleys) Railway of the Company with the said railway.

PENNAR BRANCH EXTENSION.

A Railway (No. 8) 4 furlongs and 2 chains in length wholly in the parish and urban district of Bedwellty in the county of Monmouth commencing by a junction with the Pennar Branch Railway of the Company at or near its termination and terminating near the northern boundary of the field or enclosure numbered 812 on the 25-inch Ordnance map (2nd edition 1901) of the said parish.

DARTMOUTH AND TORBAY BRANCH.

A Deviation and Widening 6 furlongs and 4.10 chains in length wholly in the county of Devon of the Dartmouth and Torbay Branch Railway of the Company commencing in the parish and urban district of Brixham 5 chains or thereabouts south-east of the level crossing by that railway of the road leading to the slipway adjoining the River Dart at the south-eastern end of the Britannia crossing platform on that railway and terminating in the parish of Churston Ferrers in the rural district of Totnes at a point 59 chains or thereabouts north-west of the said level crossing.

PENNAR BRANCH.

A Widening 3 furlongs and 4.90 chains in length wholly in the parish and urban district of Mynyddyslwyn in the county of Monmouth of the Pennar Branch Railway of the Company between points respectively about 3 chains north-west and 32 chains south-east of the level crossing near Cwrtybella Schools by that railway of the road leading from Argoed to Manmoel.

And the Company may abandon and discontinue the maintenance and use of so much of the said Dartmouth and Torbay Branch Railway as lies between the commencement and termination of the deviation and widening of that railway by this Act authorised or some portion or portions thereof and may retain hold or appropriate the site and soil thereof for the purposes of the said intended deviation and widening and for the general purposes of the Company or may sell and dispose of the same:

Provided that before any portion of the said branch railway is abandoned and discontinued all Post Office telegraphs existing on along or across such portion as aforesaid shall (if required by the Postmaster-General) be at the Company's expense removed therefrom and placed on along or across (as the case may be) the deviation and widening by this Act authorised of the said branch railway and the Company shall give reasonable notice to the Postmaster-General before abandoning or discontinuing any portion of the said branch railway on along or across which Post Office telegraphs exist.

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6. Railways Nos. 1 4 and 5 and Railway No. 8 by this Act authorised shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) be deemed to be part of the Company's railways as if the same had been part of the Great Western Railway at the date of the passing of the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale I. of Part I. in the appendix to the said Order shall be applicable to the said Railways Nos. 1 4 and 5 and Scale II. of Part I. in the appendix to the said Order shall be applicable to the said Railway No. 8.

Rates and charges for railways &c.

Railway No. 6 by this Act authorised shall for the said purposes be deemed to be part of the Monmouthshire railways of the Company.

Railway No. 7 by this Act authorised shall for the said purposes be deemed to be part of the South Wales Railway of the Company.

The deviation railway and the deviation widening and alteration of railways by this Act authorised shall for the said purposes and all other purposes be deemed to be part of the railways which are to be so deviated widened or altered.

7. For the conveyance upon the railways by this Act authorised of small parcels not exceeding five hundred pounds in weight by passenger trains the Company may demand and take any charges not exceeding the following (that is to say):—

Charges for small parcels.

For any parcel not exceeding seven pounds in weight threepence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence:

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence;

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For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence ;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum they think fit :

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

Maximum fares for passengers.

8. The maximum fares to be charged by the Company for the conveyance of passengers upon the railways by this Act authorised including every expense incidental to such conveyance shall not exceed the following (that is to say) :—

For every passenger conveyed in a first-class carriage threepence per mile ;

For every passenger conveyed in a second-class carriage twopence per mile ;

For every passenger conveyed in a third-class carriage one penny per mile ;

For every passenger conveyed for an entire distance which does not exceed three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

Passengers' luggage.

9. Every passenger travelling upon the railways may take with him his ordinary luggage not exceeding one hundred and fifty pounds in weight for first-class passengers one hundred and twenty pounds in weight for second-class passengers and one hundred pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Foregoing charges not to apply to special trains.

10. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways in respect of which the Company or the two Companies as the case may be may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon the railways.

Power to deviate.

11. In making the railways deviations and widenings of railways and works in connection therewith by this Act authorised

the Company or the two Companies as the case may be may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and vertically from the levels shown on the deposited sections to any extent not exceeding 5 feet upwards and 5 feet downwards and in respect of Railway No. 5 and the works in connection therewith to any extent not exceeding 30 feet upwards and 30 feet downwards or to such further extent as they may find necessary or convenient and as may be sanctioned by the Board of Trade Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

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12. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railways next hereinafter mentioned carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the roads next hereinafter mentioned (that is to say):—

Power to cross certain roads on level.

Number on deposited Plans.	Parish or Area.	Description of Road.
RAILWAY NO. 4.		
4 34 and 35 - - -	Rhyndwyclydach - - -	Public.
RAILWAY NO. 5.		
176 and 192 - - -	Rhyndwyclydach - - -	Public.
243a - - -	Rhyndwyclydach - - -	Public.
DEVIATION AND WIDENING OF THE DARTMOUTH AND TORBAY BRANCH RAILWAY.		
6 and 10 - - -	Brixham - - -	Public.
WIDENING OF THE PENNAR BRANCH RAILWAY.		
17 and 18 - - -	Mynyddyslwyn - - -	Public.
40 and 72 - - -	Mynyddyslwyn - - -	Public.

13. In altering for the purposes of this Act the roads next hereinafter mentioned the Company may make the same of any

Inclination of roads.

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A.D. 1912. inclinations not steeper than the inclinations hereinafter mentioned in connection therewith respectively (that is to say):—

Number on deposited Plans.	Area.	Description of Road.	Intended Inclination.
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RAILWAY No. 1.

95 - -	Rhyndwyelydach - -	Public -	1 in 11·5 on the south-eastern side.
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RAILWAY No. 5.

7 34 35 and 73.	Rhyndwyclydach - -	Public -	1 in 6·7 on the north-western side.
134 and 140	Rhyndwyclydach - -	Public -	1 in 9·4 on the western side.
176 and 192	Rhyndwyclydach - -	Public -	1 in 7·7 on the south-western side.
243a - -	Rhyndwyclydach - -	Public -	1 in 10·3 on the south-eastern side.

WIDENING OF THE PENNAR BRANCH RAILWAY.

17 and 18 -	Mynyddyslwyn - -	Public -	{ 1 in 4·58 on the south-western side. 1 in 8·22 on the north-eastern side.
40 and 72 -	Mynyddyslwyn - -	Public -	

Height and span of bridges.

14. The Company may make the arches of the bridges for carrying the railways over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say):—

Number on deposited Plans.	Area.	Description of Road.	Height.	Span.
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RAILWAY No. 5.

134 and 140	Rhyndwyclydach - -	Public -	15 feet -	15 feet.
176 and 192	Rhyndwyclydach - -	Public -	15 feet -	15 feet.

Width of certain roadways.

15. The Company may make the roadway over the bridges by which the following roads will be carried over the railways hereinafter mentioned of such width between the fences thereof as the Company think fit not being less than the respective

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widths hereinafter mentioned in connection therewith respectively A.D. 1912.
(that is to say) :—

Number on deposited Plans.	Area.	Description of Roadway.	Width of Roadway.
RAILWAY No. 1.			
106 - - -	Rhyndwyclydach - -	Public -	20 feet.
RAILWAY No. 5.			
7 34 35 and 73 -	Rhyndwyclydach - - -	Public -	20 feet.
192 and 209 -	Rhyndwyclydach - - -	Public -	15 feet.

16. The Company may divert the roads and footpaths referred to in the next following table in the manner shown upon the deposited plans and sections and subject to the provisions of this Act may stop up and cause to be discontinued as a road or footpath so much of each existing road or footpath as will be rendered unnecessary by the new portion of road or footpath so shown on the said plans (that is to say):—

Power to divert roads and footpaths as shown on deposited plans.

Railway.	Area.	Number of Footpath on deposited Plans.
No. 5 - - - - -	Rhyndwyclydach -	65 96 225 and 244.
No. 5 - - - - -	Bettws - - - - -	14.
Widening of the Pennar Branch Railway.	Mynyddyslwyn -	40 and 72.

17. The Company may stop up the footpath numbered 65 67 96 116 117 and 119 in the parish of Rhyndwyclydach on the deposited plans of Railway No. 5 and thereupon all rights of way over that footpath shall be extinguished:

Power to stop up footpath.

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

18. 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 or any of them by a bridge or bridges or the immediate approaches

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

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For protec-
tion of
Pontardawe
Rural Dis-
trict Council.

19. For the protection of the Pontardawe Rural District Council (in this section called "the council") the following provisions shall unless otherwise agreed on in writing between the council and the Company have effect (that is to say):—

- (1) The Company shall carry the road numbered 95 on the deposited plans in the parish of Rhyndwyclydach (in this section called "the said parish") over Railway No. 1 by means of a bridge of a width of not less than 36 feet between the parapets thereof and notwithstanding anything contained in the section of this Act the marginal note of which is "Inclination of roads" the Company shall extend the approach to the said bridge on the south-eastern side thereof as far as the south-easternmost corner of the premises numbered 105 on the said deposited plans so as to lessen the inclination of the said road as shown on the deposited sections to such an extent as may be possible:
- (2) The Company shall construct the bridge to carry the road numbered on the deposited plans 106 in the said parish over Railway No. 1 so that the same shall have a clear width between the parapets of not less than 20 feet and so that the eastern parapet thereof shall be in a line with the eastern boundary of the said road and the Company shall so construct the western parapet as not to increase the expense to the council of hereafter widening to a width of 20 feet the adjoining portion of the said road:
- (3) The Company shall construct to the reasonable satisfaction of the surveyor of the council such works as he shall reasonably approve for protecting the bridge carrying the road numbered 4 in the said parish on the deposited plans of Railway No. 4 over the Lower Clydach River from injury by reason or in consequence of the proximity of the said railway to the said bridge and any diversion or alteration by the Company of the Cwmcapel Brook numbered 14 in the said parish on the deposited plans for the

said railway shall be constructed to the reasonable satisfaction of such surveyor: A.D. 1912.

- (4) The Company shall erect and thereafter maintain on the easternmost side of Railway No. 4 where the same crosses the road numbered on the deposited plans 4 34 and 35 in the said parish on the level proper and sufficient gate or gates and the said gate or gates shall subject to the consent of the Board of Trade be kept closed against the said railway when the same is not actually in use for the passage of engines carriages and/or waggons across the said level crossing:
- (5) Notwithstanding anything shown on the deposited sections the roadway over the bridge carrying the road numbered 7 in the said parish on the deposited plans over Railway No. 5 and the approaches thereto shall be constructed to the levels shown on the plan signed by William Wylie Grierson on behalf of the Company and John Morgan on behalf of the council:
- (6) In the event of the Company constructing Railway No. 5 across the Cathelyd Road numbered 49 in the said parish on the deposited plans of the said railway they shall divert the said road to the north-eastern side of the said railway in accordance with a plan to be previously submitted to and reasonably approved by the surveyor of the council and if such surveyor shall fail to approve or disapprove of such plan and section for 28 days after the same shall have been submitted to him he shall be deemed to have approved the same The diversion of the said road shall be constructed of a width of not less than 15 feet and shall be carried across Railway No. 5 on the level at or near the site of the road numbered 37 and 48 on the said plan and the gradients of the approaches thereto shall not be steeper than the gradients of the portion of the existing road to be diverted as aforesaid and the Company shall erect and thereafter maintain proper and sufficient gates at such level crossing on both sides of the railway:
- (7) Notwithstanding anything shown on the deposited plans and sections the Company shall carry the Ty'n-y-graig Road which crosses Railway No. 5 at a point

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about 4 miles 1 furlong and 1 chain from the commencement thereof in the enclosure numbered on the deposited plans 244 in the said parish across the said railway on the level which crossing shall be at least 15 feet in width and the gradients of the approaches thereto shall not be steeper than 1 in 10:

- (8) The bridges carrying the railways over any road or footpath in the district of the council shall so far as is reasonably practicable be constructed and maintained so as to prevent the dripping of water on the road or footpaths underneath:
- (9) The Company shall erect and thereafter maintain proper and sufficient wicket or swing gates on both sides of the railway where any public footpaths not forming part of a road within the district of the council shall be carried across the railway on the level:
- (10) Wherever the railways are constructed over a sewer of the council the Company shall provide to the reasonable satisfaction of the council proper and sufficient works for protecting such sewer from injury and shall provide suitable means of access to such sewer and the council shall at all times be entitled to access thereto in order to inspect repair maintain or renew the same and if at any time the council shall incur additional expense in connection with such repairing maintenance or renewal by reason of the existence of the railways such additional expense shall be repaid to them by the Company:
- (11) Wherever it may be necessary to intercept or interfere with any sewer or drain of the council the Company shall before intercepting or interfering with such sewer or drain construct another sewer or drain to the reasonable satisfaction of the council and according to a plan to be reasonably approved by the council and such substituted sewer or drain shall be connected by the council at the expense of the Company with the existing sewer or drain which may be intercepted or interfered with in such manner as shall be reasonably approved by the council.
- (12) If at any time the council shall require to construct any sewer or any gas water or electric main pipe tube or apparatus in any road or footpath (whether

a public highway or not) over or under which the railways are carried they shall be entitled at their own expense to construct the same together with all necessary or proper culverts works and conveniences: A.D. 1912.

(13) All works to be executed by the council under the last preceding subsection of this section except so far as the same shall be constructed in a highway passing under the railways without affecting the structure of the bridge carrying the railway over the said highway shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the Company and in accordance with such plans sections and specifications as shall be agreed between the council and the Company or failing agreement for one month after the delivery of such plans sections and specifications to the Company as shall be determined by arbitration as hereinafter provided:

(14) Any difference which may arise between the council and the Company under any of the provisions of this section or as to the mode of giving effect thereto shall be referred to the arbitration of and determined by an engineer or other fit person to be appointed (unless otherwise agreed) upon the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

20. The following provisions for the protection of the Western Merthyr Coal and Fuel Company Limited (hereinafter called "the Western Merthyr Company") shall unless otherwise agreed between the Company and the Western Merthyr Company apply and have effect (that is to say):—

For protection of Western Merthyr Coal and Fuel Company Limited.

(1) Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not in the construction of the Clydach Valley Railways authorised by this Act or any of them enter upon take use or interfere with any part of the colliery tramway or any of the lands or property now belonging to the Western Merthyr Company west or south-west of the said tramway except for the purposes of constructing Railway No. 4 by this Act

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authorised and deviating the said tramway between the points marked A and B on the plan signed by William Wylie Grierson on behalf of the Company and Thomas Blair Reynolds on behalf of the Western Merthyr Company and constructing any conveniences connected with the said railway and deviation :

- (2) The Company shall convey to the Western Merthyr Company such an area of land including the site of the deviated tramway as shall be equivalent to the area of land purchased and taken from that company for the purpose of the said railway and deviation and now used as part of the existing tramway :
- (3) The Company shall not under the powers of this Act at any time make any junction with the said tramway without the sanction of Parliament or the consent in writing of the Western Merthyr Company :
- (4) All works to be done by the Company in the exercise of the powers conferred by this Act in any way affecting the said tramway shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the Western Merthyr Company and according to plans and sections to be previously submitted to and reasonably approved by them :
- (5) All interference with the said tramway for the purpose of the construction of the said railway and deviation shall be made under the superintendence and to the reasonable satisfaction of the Western Merthyr Company and the Company shall to the same satisfaction carry out all such reasonable alterations of the said tramway and of any sidings and connections therewith now belonging to the Western Merthyr Company as that company may require in order to render the said tramway sidings and conveniences as materially fit and convenient for all purposes of traffic after as before the construction of the Clydach Valley Railways and the works in connection therewith by this Act authorised :
- (6) The Company shall not obstruct or interfere with the said tramway or the passage of traffic thereon further than is absolutely necessary and if any such

obstruction or interference shall be caused in the construction of the said railways and works the Company shall pay to the Western Merthyr Company full compensation for all such obstruction or interference:

- (7) If it should become necessary to close the said tramway or any part thereof temporarily during the construction of the Clydach Valley Railways or any of them authorised by this Act the Company shall provide means for the carriage of traffic between the portions of the tramway which are not so closed. The Company shall make full compensation to the Western Merthyr Company for any loss which the Western Merthyr Company may sustain attributable to the temporary closing of the said tramway or any part thereof:
- (8) Any dispute or difference which may arise between the Company and the Western Merthyr Company with reference to the provisions of this section or in any way arising thereout or as to any alterations or works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed in default of agreement by the President for the time being of the Institution of Civil Engineers on the application of the Company or the Western Merthyr Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

21. The following provisions for the protection of the London and North Western Railway Company (hereinafter called "the North Western Company.") shall unless otherwise agreed between the Company and the North Western Company apply and have effect (that is to say):—

For protection of London and North Western Railway Company.

All rights powers and privileges which the North Western Company possess or are entitled to or may exercise over or upon or with reference to the Monmouthshire (Western Valleys) Railway of the Company under and by virtue of a memorandum of agreement dated the first day of July one thousand eight hundred and seventy-nine and made and entered into between the North Western Company of the first part the Monmouthshire Railway and Canal Company of the second

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part and the Company of the third part shall extend and apply to the Maes-Glâs Loop (Railway No. 6) by this Act authorised.

For protec-
tion of Saint
Mellons
Rural Dis-
trict Council.

22. For the protection of the rural district council of Saint Mellons (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council have effect (that is to say):—

- (1) Notwithstanding anything in this Act or shown on the deposited sections the road numbered on the deposited plans 9 in the parish of Saint Bride's Wentlooge and known as Lighthouse Road shall either be carried over Railway No. 7 by this Act authorised by means of a bridge having a clear width of not less than 20 feet between the parapets or under the said railway by means of a bridge having a span of not less than 20 feet and a headway of not less than 16 feet Provided that in the latter case the level of the roadway under the bridge shall not be less than 23 feet above Ordnance datum:
- (2) The approach to the said bridge on the southern side shall be constructed of a clear width between the fences of not less than 20 feet and with a gradient not steeper than 1 in 20 and on the northern side of the said bridge the Company shall construct an approach leading therefrom to the bridge over the Company's South Wales Railway known as Pheasants Bridge which approach shall also be of a clear width between the parapets of not less than 20 feet and of a gradient not steeper than 1 in 20 Provided always that the Company may for the purposes of the said bridge and approaches divert the said road to such extent as may be necessary to provide the required gradient or headway:
- (3) The Company shall construct on each side of the bridge over the said Railway No. 7 parapets of not less than 4 feet 6 inches in height above the level of the roadway:
- (4) The said bridge if constructed as an overbridge shall be of sufficient strength to support the ordinary traffic using the said Lighthouse Road and also any steam roller traction engine or other vehicle not

exceeding twelve tons in weight when loaded the greatest load on any axle of which does not exceed six tons :

- (5) The Company shall not commence to construct the said bridge until they shall have given to the council twenty-eight days' notice in writing of such their intention accompanied by plans showing the alignment of the bridge and approaches nor until such plans have been approved by the council or in case of difference have been settled by an arbitrator to be appointed as hereinafter provided Provided always that if the council do not within twenty-eight days after service of such notice and of such plans signify in writing their approval or disapproval thereof they shall be deemed to have approved the same :
- (6) The construction of the road over or under the said bridge as the case may be and of the approaches thereto shall be carried out strictly in accordance with the said plans as so approved or settled and to the reasonable satisfaction of the council :
- (7) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not acquire appropriate or use the road or lane numbered on the deposited plans 45 46 and 47 in the said parish of Rogerstone or the roadway giving access to such road or lane and numbered on such plans 44 in the said parish or any interest in such lane or roadway except only that the Company may acquire a right of way for all purposes over the said road or lane and roadway for their officers and servants vehicles carts and horses :
- (8) In the event of the Company extending the subway under the Company's Monmouthshire (Western Valleys) Railway at the south-eastern end of Rogerstone Station they shall to the reasonable satisfaction of the council provide maintain and light therein one lamp for every hundred feet of such subway and one of such lamps shall be so placed as to sufficiently light any steps which may be provided for carrying the footpath which passes under such subway :
- (9) If any difference shall arise under this section between the Company and the council or their surveyor such

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difference shall be referred to and settled by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to such reference.

For protection of commissioners of sewers for Caldicot and Wentlooge.

23. For the protection of His Majesty's Commissioners of Sewers for the Levels of the Hundreds of Caldicot and Wentlooge in the county of Monmouth (hereinafter referred to as "the said commissioners of sewers") the following provisions shall unless otherwise agreed in writing between the said commissioners and the Company apply and have effect (that is to say):—

- (1) Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the provisions of subsections (1) to (6) both inclusive of section 19 (For the protection of commissioners of sewers for Caldicot and Wentlooge) of the Great Western Railway Act 1876 shall apply and have effect with reference to Railway No. 7 (Ebbw Junction Loop) in the same manner and to the same extent as if those subsections had been re-enacted in this Act with reference to the said Railway No. 7:
- (2) At or near to the point where the Railway No. 7 is carried across the embankment of the said commissioners of sewers and the sea wall reën alongside such embankment numbered on the deposited plans relating to that Railway 31 in the parish of Duffryn the Company shall provide to the reasonable satisfaction of the said commissioners of sewers a means of access across and under the railway for the said commissioners of sewers their officers and workmen and such access shall be not less than 3 feet wide and 5 feet high and at the point where the said railway is intended to be carried across the Old Dairy Reen numbered as aforesaid 18 in the parish of Saint Bride's Wentlooge the Company shall provide a similar means of access as aforesaid across and under the railway or a level crossing 3 feet in width over the railway for the use of the said commissioners of sewers their officers and workmen and with gates in the fences of the said railway

which shall be kept locked by the said commissioners of sewers when not in use Provided always that the Company shall not be held liable for any pecuniary or other responsibility for loss of life or personal injury or loss of or damage to property however caused which the said commissioners of sewers their officers or workmen may sustain in using such level crossing and the said commissioners of sewers shall indemnify the Company against all pecuniary and other responsibility costs damages and loss which may be incurred or sustained by the Company by or by reason of such user:

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- (3) If any difference shall arise between the said commissioners of sewers and the Company with reference to the provisions of this section such difference shall unless otherwise agreed be determined by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to such reference.

24. In constructing the deviation and widening of the Dartmouth and Torbay Branch Railway by this Act authorised the following provisions for the protection of Simpson Strickland and Company Limited (in this section called "the owners") shall unless otherwise agreed between the Company and the owners apply and have effect (that is to say):—

For protection of Simpson Strickland and Company Limited.

- (1) Between Lower Noss Creek and Higher Noss Creek the Company shall not purchase or acquire any greater portion of the owner's property than the area coloured pink on the plan signed by William Wylie Grierson on behalf of the Company and Philip Pembroke Alexander on behalf of the owners:
- (2) The spans of the new viaducts carrying the said deviation and widening over Higher Noss Creek and Lower Noss Creek respectively shall not be less than 55 feet and shall be constructed so that the soffit of the girders shall not be lower than 8 feet below the rail level of the said deviation and widening as shown on the deposited sections and the

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- Company shall for the purpose of enabling the owners to have access to and the use and enjoyment of their works and premises as now occupied by them construct one span (to be reasonably selected by the owners) of each of the said viaducts so as to provide the same headway above the high-water level described on the said plans as that of the corresponding span of the existing viaduct:
- (3) The Company shall not construct the face of any pier supporting the viaduct over Higher Noss Creek nearer to the existing low water channel than the face of any existing pier:
 - (4) The Company shall carry the said deviation and widening over the tramway on the northern side of Lower Noss Creek and the road on the southern side of Higher Noss Creek by means of bridges with spans of not less than 20 feet over the tramway and 12 feet over the road and with headways not less than the respective available headways over the said tramway and road under the existing viaducts on the said railway and the Company may for the purpose of obtaining such headways lower the said tramway and road Provided that the gradient of the altered tramway shall not be steeper than now exists on the tramway and the gradient on the altered road shall not be steeper than 1 in 16:
 - (5) From and after the completion and opening of the said deviation and widening the owners shall release the Company from all obligations under an indenture dated the twenty-first day of April one thousand eight hundred and sixty-two and made between Sir John Thomas Buller Duckworth Baronet Lord Churston and others and the Dartmouth and Torbay Railway Company as to the provision by that company of a level crossing over the said railway at the point marked D on the plan drawn on the said indenture:
 - (6) If any difference shall arise between the Company and the owners under this section such difference shall be referred to an arbitrator to be appointed unless

otherwise agreed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration. A.D. 1912.

25. 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 the additional line or lines of rails hereinafter specified on the level at each of the level crossings of the Company's railways hereinafter mentioned adjoining the existing line or lines 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):—

Power to lay additional rails at level crossings.

One additional line of rails at the level crossing—known as Tanner's level crossing—in the parish and urban district of Paignton in the county of Devon by the Dartmouth and Torbay Branch Railway of the Company of the road leading from Paignton to Goodrington Sands near Goodrington House Convent:

Two additional lines of rails at the level crossing in the parish of Bourton (Great and Little) in the rural district of Banbury in the county of Oxford by the Oxford and Birmingham Railway of the Company of the road known as Mill Lane which leads from Great Bourton to Pewet Farm:

Two additional lines of rails at the level crossing in the parish of Solihull in the rural district of Solihull in the county of Warwick by the Oxford and Birmingham Railway of the Company of the road leading from Manor Road to Bentley Farm:

One additional line of rails at the level crossing—known as Caedu level crossing—in the parish of Llangeinor in the urban district of Ogmere and Garw in the county of Glamorgan by the Ogmere Branch Railway of the Company of Bridge Street Ogmere Vale.

26.—(1) If at any time the Glamorgan County Council and the Ogmere and Garw Urban District Council shall request the Company to erect a footbridge at the Caedu level crossing referred to in the section of this Act of which the marginal note is "Power to lay additional rails at level crossings" or at the level crossing over the Ogmere Branch Railway of the Company

For protection of Glamorgan County Council and Ogmere and Garw Urban District Council.

A.D. 1912. — situate 600 yards or thereabouts north of the Caedu level crossing the Company shall forthwith erect and complete a footbridge similar in character to other footbridges over the Company's railway at a cost and in accordance with plans and other particulars to be reasonably approved by the Ogmores and Garw Urban District Council and on completion of the footbridge to their reasonable satisfaction that council shall pay to the Company the actual cost incurred by the Company in erecting the same less the sum of one hundred and fifty pounds.

(2) If any difference arises between the Company and the Ogmores and Garw Urban District Council under this section the same shall be determined by an arbitrator to be appointed failing agreement on the application of either party after notice to the other by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Mynyddyslwyn Urban District Council.

27. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions for the protection of the urban district council of Mynyddyslwyn (in this section referred to as "the council") shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say):—

(1) Before laying down any additional line of rails forming part of the doubling of the Pennar Branch Railway to the north of the Springfield level crossing in the parish and urban district of Mynyddyslwyn the Company shall carry the road leading from Penmaen to Pont-llan-fraith over the said railway at Springfield by means of a bridge (in this section referred to as "the said bridge") having a clear width of 25 feet between the parapets thereof with approaches of the same width on the lines and in accordance with the plan marked A and signed by William Wylie Grierson on behalf of the Company and Edward Watkin Edwards on behalf of the council. The approach to the said bridge on the north-east side shall be level and the gradient of the approach to the said bridge on the south-west side shall not be steeper than 1 in 9. The council shall maintain the road over the said bridge and the said approaches:

(2) If within two months of the passing of this Act the council give notice to the Company that they require

the construction by the Company of the said bridge and the approaches thereto of a width greater than 25 feet as aforesaid the Company shall construct the said bridge and the approaches thereto of such width as the council may require and in accordance with plans and sections to be previously submitted to and reasonably approved by the council The Company shall construct and complete such bridge and approaches to the reasonable satisfaction of the council :

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- (3) In the event of the council in pursuance of subsection (2) of this section requiring the construction of the said bridge and the approaches thereto of a width greater than 25 feet as aforesaid the council upon the completion of the construction of the said bridge shall pay to the Company the difference between the cost of constructing the said bridge and the approaches thereto of a width of 25 feet on the one hand and the cost of constructing such wider bridge on the other hand Such amount in case of dispute shall be determined by arbitration in pursuance of the provision hereinafter contained On the completion and opening for traffic of the said bridge and approaches the Company may stop up and discontinue so much of the existing road as lies between the commencement of the approach to the said bridge on the north-east side and a point in that road 10 yards south-west of the centre of Springfield level crossing measured along the centre of the said road and all public rights of way over the said portion of road shall cease and determine :
- (4) The Company shall construct so much of the road which is to be substituted for the road numbered on the deposited plans 40 and 72 in the said parish and urban district as lies on the western side of the level crossing near St. Phillips and St. James Church of a width of 20 feet provided that the Company shall hand over to the council free of charge the land necessary to enable them to widen the said portion of the road to 25 feet The gradient of so much of the said substituted road as lies on the north-western side of the said level crossing shall not be steeper than 1 in 13·6 The Company shall not divert or interfere with

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so much of the said existing road as lies on the eastern side of the said level crossing. In lieu of carrying the widening of the Pennar branch by this Act authorised across the road numbered on the deposited plans of such widening 17 and 18 in the said parish and urban district on the level the Company may if they so elect carry the existing and widened railway over the said road by means of a bridge having a clear span of not less than 15 feet and a clear headway of not less than 11 feet:

- (5) Contemporaneously with the widening of the bridge carrying the Pennar Branch Railway over the road leading from Woodfield to Pentwyn-mawr at a point 23 chains or thereabouts south-east of the level crossing by that railway of the road leading from Penmaen to Pont-llan-fraith the Company shall erect and thereafter maintain and light to the reasonable satisfaction of the council a suitable lamp on the eastern side of the said bridge:
- (6) In executing any works on the lands numbered on the deposited plans 6 in the said parish and urban district the Company shall make proper and sufficient provision for the protection to the reasonable satisfaction of the council of the spring of water and the access thereto on the said lands:
- (7) If in executing the works authorised by this Act or executing any works on lands which the Company are by this Act authorised to acquire any public footpaths are interfered with the Company shall provide wicket gates to the reasonable satisfaction of the council on both sides of the Pennar Branch Railway at the points where the said footpaths cross the railway or the lands of the Company:
- (8) The Company shall not under the powers of this Act break up any street or raise sink or alter the position of any sewer drain watercourse or any gas water or electric mains pipes services or apparatus of the council until they shall have given to the clerk to the council seven clear days' notice in writing of their intention to commence the intended works accompanied by plans 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 water and electric mains pipes services and apparatus proposed to be so interfered with: A.D. 1912.

- (9) The Company in carrying out the works authorised by this Act or any works on lands to be acquired under the powers of this Act shall make good all damage which may be caused to or may be the consequence of any interference with any sewer drain or watercourse or to any gas water or electric main pipe service or apparatus of the council:
- (10) Whenever it may be necessary under the powers of this Act to intercept or remove or displace any sewer or drain the Company shall before intercepting removing or displacing such sewer or drain construct according to a plan to be reasonably approved of by the council another sewer or drain in lieu of and of equal capacity to the sewer or drain so proposed to be intercepted or removed or displaced and such substituted sewer or drain shall be connected by the council at the expense of the Company with the existing sewer or drain in such manner as shall be reasonably approved by the council:
- (11) If it shall be necessary to construct any works on lands to be acquired under the powers of this Act over any sewer drain gas water or electric main belonging to the council provision shall be made to the reasonable satisfaction of the council for protecting such sewer drain gas water or electric main from injury and for affording convenient access thereto for the purpose of examination alteration renewal or repair:
- (12) If by reason of the execution of any of the powers of this Act or the carrying out of any works on lands to be acquired under the powers of this Act the council shall necessarily incur any cost in altering or removing any existing sewer drain gas water or electric main or apparatus the Company shall repay such cost to the council:
- (13) The provisions of this section shall not extend or apply to any sewer drain gas water or electric main laid down by the council under over or along the property of the Company under the provisions of an

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agreement between the Company and the council where the provisions of such agreement are inconsistent with the provisions of this section in which case the provisions of the agreement shall apply :

- (14) Any difference which may arise between the council and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto :
- (15) The council may in addition to any moneys now borrowed by them or which they are now authorised to borrow or which they may be authorised to borrow under the provisions of any Act of Parliament borrow at interest such sum as may be requisite for the purpose of the payment to be made by the council towards the construction of the said bridge in pursuance of subsection (3) of this section and the provisions of sections 236 to 239 of the Public Health Act 1875 shall be applicable to any mortgage granted by the council under this section Any moneys borrowed by the council under this Act and the interest payable thereon shall be respectively charged on the district fund and general district rate of the urban district of Mynyddyslwyn and shall be repaid within forty years from the date of borrowing the same in accordance with the provisions of the Public Health Act 1875 as if the same were borrowed under that Act :
- (16) The clerk to the council shall within forty-two days after the thirty-first day of March in each year if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated or to be paid to a sinking fund in respect of any of the moneys raised by the council in pursuance of the provisions of this section and at any other time when the Local Government Board may require such a return to be made transmit to

the Local Government Board a return in such form as may be prescribed by that Board and if required by that Board verified by a statutory declaration of the said clerk showing for the year next preceding the making of such return or for such other period as the Board may prescribe the amounts which have been paid as instalments or annual payments and the amounts which have been appropriated and the amounts which have been paid to or invested or applied for the purpose of the sinking fund and the description of the securities upon which any investment has been made and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period and the total amount (if any) remaining invested at the end of the year and in the event of his failing to make such return the said clerk shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by an action on behalf of the Crown in the High Court and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of Mandamus to be obtained by the Board out of the High Court:

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If it appears to the Local Government Board by that return or otherwise that the council have failed to pay any instalment or annual payment required to be paid or to appropriate any sum required to be appropriated or to set apart any sum required for any sinking fund (whether such instalment or annual payment or sum is required by this Act or by the Local Government Board in virtue thereof to be paid appropriated or set apart) or have applied any portion of the sinking fund to any purposes other than those authorised the Local Government Board may by order direct that the sum in such order mentioned not exceeding double the amount in respect of which default has been made shall be paid or applied as in such order mentioned and any such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court.

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

28. 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 bridge and other works and the new roads and footpaths and alterations and diversions of roads and footpaths and other works hereinafter mentioned and may stop up and discontinue the portions of roads and footpaths to be stopped up or diverted and exercise the other powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company (that is to say):—

BRIDGE WORKS &c.

In the parish and borough of Ealing in the county of Middlesex the lengthening at both ends of the bridge carrying Hanger Lane over the main line of railway of the Company:

In the parish of Madron in the urban district of Madron and in the parish of Gulval in the rural district of West Penwith in the county of Cornwall the substitution of a solid embankment for the viaduct (known as Ponsandane Viaduct) which carries the West Cornwall Railway of the Company over Chyandour Brook and the Company may stop up and extinguish all rights of way (if any) thereunder:

In the parish of Solihull in the rural district of Solihull in the county of Warwick the lengthening at both ends of the bridge which carries the road leading from Tilehouse Green to Four Ashes over the Oxford and Birmingham Railway of the Company near to the house known as Widney:

In the parish of Knowle in the rural district of Solihull in the county of Warwick the lengthening at the north-eastern end of the bridge which carries the road over the said Oxford and Birmingham Railway at or near the post on that railway indicating $117\frac{1}{2}$ miles from Paddington:

In the parish of Lapworth in the rural district of Solihull in the county of Warwick the lengthening at the eastern

end of the bridge which carries the road over the said Oxford and Birmingham Railway at a point 28 chains or thereabouts north of Lapworth Station : A.D. 1912.

In the parish of Ruabon in the rural district of Wrexham in the county of Denbigh the lengthening at both ends of the bridges which respectively carry the road connecting the road known as Pont Adam with Church Street and Llangollen Road over the Shrewsbury and Chester Railway of the Company near Ruabon Station :

In the parish of Churston Ferrers in the rural district of Totnes in the county of Devon the widening on the south-western side of the viaduct known as Hookhills Viaduct on the Dartmouth and Torbay Branch Railway of the Company situate at a point 35 chains or thereabouts north-west of Churston Station :

In the parish and urban district of Paignton in the county of Devon the widening on the north-western side of the viaduct known as Broadsands Viaduct on the said Dartmouth and Torbay Branch Railway situate at a point 70 chains or thereabouts north of Churston Station :

In the parish and urban district of Paignton in the county of Devon the widening on both sides of the bridge which carries the said Dartmouth and Torbay Branch Railway over the road leading from Brixham to Goodrington Sands near the house known as Cliff Park :

In the parish and county borough of Devonport in the county of Devon the widening on the eastern side of the bridge which carries the Cornwall Railway of the Company over the road at the northern end of Dockyard Halt :

In the parish of Bourton (Great and Little) in the rural district of Banbury in the county of Oxford the widening on both sides of the bridge which carries the Oxford and Birmingham Railway of the Company over the road leading from Cropredy to Great Bourton near the southern end of Cropredy Station :

In the parish of Neithrop in the borough of Banbury in the county of Oxford the widening on both sides of the bridge which carries the said Oxford and Birmingham Railway over the Oxford Canal near the junction (known as Banbury Junction) of the Great Central Railway with that railway :

[Ch. lxxxvi.] *Great Western Railway Act, 1912.* [2 & 3 GEO. 5.]

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In the county of Warwick the widening of the bridges which carry the Oxford and Birmingham Railway of the Company over the roads hereinafter specified and of the bridges on that railway hereinafter described such bridges being respectively situate in the parishes and areas hereinafter mentioned:—

Description of Road or Bridge.	Side of Bridge on which Widening is to be made.	Parish and Area.
Richmond Road - - -	South-western side.	Parish of Solihull in the rural district of Solihull.
Old Warwick Road - -	Both sides -	Parish of Solihull in the rural district of Solihull.
Blossomfield Road - -	Both sides -	Parish of Solihull in the rural district of Solihull.
Fairfields Lane - - -	Both sides -	Parish of Solihull in the rural district of Solihull.
Bridge situate 17 chains or thereabouts south-east of the last-mentioned bridge.	Both sides -	Parish of Solihull in the rural district of Solihull.
Bridge at northern end of Widney Manor Station.	Western side -	Parish of Solihull in the rural district of Solihull.
Bridge at north-western end of Knowle and Dorridge Station.	South-western side.	Parishes of Packwood and Knowle in the rural district of Solihull.
Bridge situate 59 chains or thereabouts south-east of Knowle and Dorridge Station.	North-eastern side.	Parishes of Knowle and Packwood in the rural district of Solihull.
Bridge situate 15 chains or thereabouts north of the bridge over the Stratford-on-Avon Canal of the Company.	Western side -	Parish of Lapworth in the rural district of Solihull.
Bridge situate 56 chains or thereabouts south of the said canal bridge.	Western side -	Parish of Rowington in the rural district of Warwick.
Bridge situate 7 chains or thereabouts north-west of the junction of the Henley-in-Arden Branch Railway with the said railway.	South-western side.	Parish of Rowington in the rural district of Warwick.

In the parish and city and county borough of Birmingham in the county of Warwick the widening on both sides of the bridge which carries the Oxford and Birmingham Railway of the Company over Adderley Street:

In the parish of Oldbury in the urban district of Oldbury in the county of Worcester the widening on both sides and reconstruction of the bridge which carries the Stourbridge

Extension Railway of the Company over Langley Green Road Provided always that the gradient of the road on the north-western side of the said bridge shall not be steeper than 1 in 20 : A.D. 1912.

In the parish of Griffithstown in the urban district of Panteg in the county of Monmouth the widening on the eastern side of the bridge which carries the Monmouthshire (Eastern Valleys) Railway of the Company over the road connecting Union Road with Pont-y-felin Road at Coed-y-gric :

In the parish and urban district of Risca in the county of Monmouth the widening on both sides of the bridge which carries the Monmouthshire (Western Valleys) Railway of the Company over the main road leading from Crumlin to Newport at the north-western end of Cross Keys Station :

In the parish of Llanhilleth in the urban district of Abertillery and in the parish and urban district of Abercarn in the county of Monmouth the widening on the eastern side of the bridge which carries the Monmouthshire (Western Valleys) Railway of the Company over the River Ebbw at or near Crumlin Viaduct :

In the parish and urban district of Mynyddyslwyn in the county of Monmouth the widening on the eastern side of the bridge which carries the Pennar Branch Railway of the Company over the road leading from Woodfield to Pentwyn-mawr at a point 23 chains or thereabouts south-east of the level crossing by that railway of the road leading from Penmaen to Pont-llan-fraith :

In the parish and urban district of Briton Ferry in the county of Glamorgan the widening on the eastern side of the bridge which carries the South Wales Railway of the Company over the road connecting Regent Street East with Regent Street West :

In the parish of Ammanford Urban in the urban district of Ammanford in the county of Carmarthen the widening on the eastern side of the bridge which carries the Llanelly Railway of the Company over the River Amman at or near Pantyffynnon Station.

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ROADS FOOTPATHS &C.

In the parish of Congresbury in the rural district of Axbridge in the county of Somerset—

They may stop up and discontinue the footpath which crosses the Company's Cheddar Valley Railway on the level at the southern end of Congresbury Station between its junction near Dolemore Cottage with the road leading from Puxton to Congresbury and its junction with the approach road to St. Andrew's Church and stop up and extinguish all rights of way (if any) over the fields or enclosures numbered respectively 733 and 734 on the 25-inch Ordnance map (2nd edition 1903) of the said parish and in lieu thereof they may make a new footpath between points in the said road from Puxton to Congresbury respectively about 13 chains and 20 chains east of Dolemore Cottage:

In the parish of West Cranmore in the rural district of Shepton Mallet in the county of Somerset—

They may stop up and discontinue so much of the footpath leading from the road between West Cranmore and Bruton to the road between Shepton Mallet and Frome which crosses the Company's Wells Branch Railway on the level at the eastern end of Cranmore Station as lies between its junction with the first-mentioned road and its junction with the Company's approach road from the first-mentioned road to the said station and in lieu thereof they shall make and for ever after maintain and repair to the satisfaction of the local authority a new footpath along the southern boundary of the said railway between the said level crossing and the said first-mentioned road and also maintain and repair and when necessary renew the gate leading from the said new footpath to the eastern end of the said station for the convenience of persons using the station:

In the parishes of Packwood and Knowle in the rural district of Solihull in the county of Warwick—

They may alter and divert Arden Road for a distance of 5 chains or thereabouts from its junction with the road which connects Grange Road with Station Road

and which passes under the Oxford and Birmingham Railway of the Company at Knowle and Dorridge Station: A.D. 1912.

In the parish of Rowington in the rural district of Warwick in the county of Warwick—

They may alter and divert so much of the road leading from Lapworth to Turners Green which passes under the Oxford and Birmingham Railway of the Company at a point 56 chains or thereabouts south of the bridge carrying the said railway over the Stratford-on-Avon canal of the Company as lies between the bridge carrying the said railway over the said road and a point 8 chains or thereabouts north-west thereof:

In the parish of Cakemore in the rural district of Halesowen in the county of Worcester—

They may stop up and discontinue so much of the footpath leading from the road which crosses over the Company's Stourbridge Extension Railway at the south-western end of Rowley Regis and Blackheath Station to a point in Pennericket Lane east of and near to its junction with Oldbury Road as lies between its junction with the first-mentioned road and a point 7 chains or thereabouts north-east thereof and in lieu thereof they may make a new footpath between the last-mentioned point and a point in the first-mentioned road 2 chains or thereabouts west of the said railway:

In the parish of Pixley in the rural district of Ledbury in the county of Hereford—

They may alter the levels of so much of the road leading from Leominster to Ledbury as lies between points respectively about 4 chains north and 2 chains south of the bridge carrying the said road over the Company's Worcester and Hereford Railway at Ashperton Station:

In the parishes of Withington Bartestre and Lugwardine in the rural district of Hereford in the county of Hereford—

They may alter the levels of so much of the road leading from Bartestre to Withington as lies between points respectively about 3 chains south and 4 chains north of the bridge carrying the said road over the said Worcester and Hereford Railway at Withington Station:

A.D. 1912.

In the parish of Saint Devereux in the rural district of Dore in the county of Hereford—

They may alter the levels of so much of the road leading from Hereford to Kilpeck as lies between points respectively about 1 chain north-west and 4 chains south-east of the bridge carrying that road over the Company's Newport Abergavenny and Hereford Railway at St. Devereux Station:

In the parishes of Kilpeck and Kenderchurch in the rural district of Dore in the county of Hereford—

They may alter the levels of so much of the road leading from Wormbridge to Orcop as lies between points respectively about 2 chains north-west and 1 chain south-east of the bridge carrying that road over the said Newport Abergavenny and Hereford Railway near Withington Farm:

In the parish of Wombourn in the rural district of Seisdon in the county of Stafford—

They may alter and divert so much of the road leading from Wombourn to Blakeley which crosses Deviation Railway No. 2 authorised by the Great Western Railway Act 1908 as lies between a point 13 chains or thereabouts north-east of the junction of that road with the road from Blakeley to Giggetty and the said junction:

In the parish of Claverley in the rural district of Bridgnorth in the county of Salop—

They may stop up and discontinue so much of the road leading from the road between Stourbridge and Bridgnorth to Claverley as lies between its junction with the first-mentioned road and a point 10 chains or thereabouts north-east of that junction and in lieu thereof they may make a new road between the last-mentioned point and a point in the road between Stourbridge and Bridgnorth 5 chains or thereabouts north-west of the said junction;

They may stop up and discontinue so much of the footpath leading from the portion of the said road to be stopped up and discontinued as aforesaid to Morfe Barn as lies between its junction with the said road and a point 3 chains or thereabouts south-east thereof and in lieu thereof they may make a new footpath

between the last-mentioned point and the junction of the said road with the road between Stourbridge and Bridgnorth: A.D. 1912.

In the parish of Corwen in the rural district of Edeirnion in the county of Merioneth—

They may alter the levels of so much of the road which is carried over the Company's Corwen and Bala Branch Railway by means of a bridge at the south-western end of Corwen Station as lies between points respectively about 2 chains north-west and 1 chain south-east of the said bridge:

In the parishes of Burton and Allington in the rural district of Wrexham in the county of Denbigh—

They may alter and divert so much of the footpath which crosses the Shrewsbury and Chester Railway of the Company on the level at a point 19 chains or thereabouts north of Rossett Station as lies between points respectively about 1 chain south-east and 2 chains north-west of that crossing and carry the same over that railway by means of a footbridge;

They may stop up and discontinue so much of the footpath which crosses the said Shrewsbury and Chester Railway on the level at a point 11 chains or thereabouts south of Broad Oak level crossing as lies between points respectively about 1 chain east and 22 chains south-west of its said crossing of the said railway and in lieu thereof they may make a new footpath between the first-mentioned point in the said footpath and a point in the footpath which crosses the said railway on the level about 19 chains north of Rossett Station 1 chain or thereabouts south-east of that crossing:

In the parish of Llanover Lower and Higher in the rural district of Abergavenny in the county of Monmouth—

They may alter the levels of so much of the road leading from Abergavenny to Usk as lies between points respectively about 2 chains north-west and 2 chains south-east of the bridge carrying that road over the Company's Newport Abergavenny and Hereford Railway at a point 10 chains or thereabouts north of the post on that railway indicating $26\frac{3}{4}$ miles from Hereford:

A.D. 1912.

In the parish and urban district of Abersychan in the county of Monmouth—

They may alter the levels of so much of the road which connects Plas-y-coed Road with Ty-bwmpyn Road and which is carried over the Company's Cwm-ffrwd-oe'r Branch Railway by means of a bridge at a point 51 chains or thereabouts south-west of the bridge carrying the Talywain branch of the Company's Monmouthshire (Eastern Valleys) Railway over that branch railway as lies between points respectively about 1 chain south-east and 3 chains north-west of the first mentioned bridge:

In the parish and urban district of Risca in the county of Monmouth—

They may notwithstanding the provisions of subsection B of section 14 (For the protection of the Risca Urban District Council) of the Great Western Railway Act 1895 as varied by section 35 of the Great Western Railway Act 1903 stop up and discontinue so much of the footpath which crosses the Company's Monmouthshire (Western Valleys) Railway on the level at a point about 6 chains and 8 chains north of Risca Station as lies between the boundaries of the Company's property and the footpath which crosses the said railway on the level about 41 chains south-west of that station as lies between the respective junctions of that footpath with the main road leading from Newport to Risca and the road leading from that road to Risca House and the provisions of the said sections of the said Acts of 1895 and of 1903 so far as they relate to the said footpath and portions of footpath are hereby repealed:

In the parish of Llanhilleth in the urban district of Abergillery and in the parish and urban district of Abercarn in the county of Monmouth—

They may alter and divert so much of the River Ebbw as lies between a point 23 chains or thereabouts north-east of the weir in that river adjoining the feeder to the Crumlin arm of the Company's Monmouthshire Canal and the said weir:

In the parish of Gelligaer in the urban district of Gelligaer⁴ and in the parish of Llanfabon in the urban district of Caerphilly in the county of Glamorgan—

A.D. 1912.

They may stop up and discontinue so much of the footpath which crosses the Company's Taff Vale Extension Railway and the Taff Vale Railway on the level at the north-western end of Llancaiach Station as lies between the north-eastern boundary of the said Taff Vale Extension Railway and the south-western boundary of the Taff Vale Railway and so much of the footpath which crosses the said Taff Vale Extension Railway at a point 1 chain or thereabouts south-east of the said station as lies between the north-eastern boundary of that railway and the southern end of the goods yard on the Taff Vale Railway at Llancaiach and they may stop up and extinguish all rights of way over the said railways between the said footpaths and in lieu thereof they may make a new footpath between the first-mentioned footpath at or near the south-western boundary of the Taff Vale Railway and a point in the second-mentioned footpath at or near the north-eastern boundary of the said Taff Vale Extension Railway :

In the parish of Llantrisant in the rural district of Llantrisant and Llantwit-Fardre in the county of Glamorgan—

They may alter and divert so much of the footpath which crosses the Ely Valley Railway (Clydach Vale section) of the Company on the level at a point 21 chains or thereabouts north of the junction known as Gellyrhaidd Junction of the Company's Ely Valley Railway (Hendreforgan section) with that railway as lies between points respectively about 2 chains north-east and 2 chains south-west of that crossing and carry the same over the first-mentioned railway by means of a footbridge ;

They may alter the levels of so much of the road leading from Llandyfodwg to Gilfach as lies between points respectively about 4 chains south-west and 1 chain north-east of the bridge at Hendreforgan carrying that road over the Company's Ely Valley Extension Railway :

A.D. 1912. ⁶ In the parish and county borough of Swansea in the county of Glamorgan—

They may stop up and discontinue the footpath at the southern end of the locomotive depôt of the Company at Landore between its respective junctions with Neath Road and Washington Street and so much of the footpath leading from Llangyfelach Road to Neath Road near the Bridge Inn as lies between the western boundary of the South Wales Railway of the Company and a point 5 chains or thereabouts east thereof and in lieu they shall make the new footpaths coloured red on the plan signed in duplicate by Stuart Samuel Esquire the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office House of Lords and shall carry the said footpaths over the said South Wales Railway by means of a bridge:

In the parish of Llandilo Tal y bont in the rural district of Swansea in the county of Glamorgan—

They may stop up and discontinue so much of the footpath which crosses Railway No. 1 (now in course of construction) authorised by the Great Western Railway Act 1904 on the level at the north-western end of the station at Pont-Lliw as lies between its junction with the road leading from Gwenlais-fawr to Pont-Lliw and a point 14 chains or thereabouts south thereof and in lieu thereof they may make a new footpath between the said point and a point in the said road 4 chains or thereabouts west of the junction therewith of the said existing footpath;

They may stop up and discontinue so much of the footpath leading from the road between Waun-Gron and Llandeilo to Coedbâch Road as lies between its junction with the first-mentioned road near Castell-du and a point 10 chains or thereabouts north-east of that junction and in lieu thereof they may make a new footpath between the said point and a point in the first-mentioned road 7 chains or thereabouts north of the said junction:

In the parishes of Llanguick and Rhyndwyclydach in the rural district of Pontardawe in the county of Glamorgan— A.D. 1912.

They may stop up and extinguish all rights of way over the road which connects Baran Road with the main road between Brynamman and Pontardawe and which is numbered on the plans relating to Railway No. 3 authorised by the Great Western Railway Act 1911 and deposited with the clerk of the peace for the county of Glamorgan in respect of that Act 100 in the said parish of Llanguick and 24 in the said parish of Rhyndwyclydach but such road shall not be stopped up unless the Company are owners in possession of all houses and lands on both sides thereof except so far as the owners lessees and occupiers of those houses and lands may otherwise agree Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way so extinguished and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

29. The following provisions for the protection of the Metropolitan Water Board (in this section called "the board") shall unless otherwise agreed between the Company and the board apply and have effect (that is to say):—

For protec-
tion of Met-
ropolitan
Water
Board.

- (1) In lengthening Hanger Lane Bridge (hereinafter called "the said work") the Company shall at their own expense provide and thereafter maintain throughout the said work accommodation for the existing 4-inch main of the board and the Company shall at their own expense if the structure of the said bridge renders it necessary substitute for the said main a steel tube having an internal diameter of 4 inches:
- (2) The Company shall provide on the said work accommodation equal to two additional mains each of an internal diameter of 12 inches or such a number of mains of less diameter as together will give a sectional area equal to the sectional area of the said mains Provided always that the board shall repay to the Company the additional cost (if any) incurred by the Company in making provision for and by reason of such additional accommodation:

A.D. 1912.

- (3) The accommodation provided may at the option of the Company be situate either beneath the footpaths or roadway of the said work or in a receptacle provided outside the parapets thereof and if under the footpaths or roadway the Company shall provide a depth of not less than 6 inches from the highest part of the main exclusive of the flanges or sockets to the surface of the footpaths or roadway. Provided always that if the accommodation is provided in a receptacle outside the parapets of the said work the Company shall grant to the board an easement free of charge through the property belonging to them (other than land covered by buildings) for the pipes or bends needed to connect the pipe or pipes in such receptacle with the pipe or pipes to be laid by the board in the public road at each end of the said work:
- (4) The accommodation shall be such that the space below above and at each side of the said main shall so far as is reasonably practicable be sufficient to enable the servants of the board to obtain access to the said mains for the purpose of repairing or examining the same:
- (5) During the construction of the said work the Company shall provide to the reasonable satisfaction of the engineer to the board good and sufficient support for the said existing main or for such temporary substitutes for the said existing main as may in the opinion of the engineer to the board be deemed necessary and the Company shall bear all the costs charges and expenses of the board incidental to or consequent on the provision of the said temporary substitutes and the disconnection reconnection and final completion upon the said work of the aforesaid existing main:
- (6) The section the marginal note of which is "Protection of gas and water mains of local authorities" shall apply and extend to the works contemplated by this section except so far as the provisions thereof may be varied by this section and shall also be deemed to extend and apply to all the water mains pipes hydrants or other works and apparatus of the Board affected by the said work:

(7) If any difference shall arise between the Company and the board with reference to the provisions of this section that difference shall be settled by an arbitrator to be appointed unless otherwise agreed upon the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889. A.D. 1912.

30. For the protection of the Madron Urban District Council the West Penwith Rural District Council and the Cornwall County Council (in this section referred to as "the councils") the following provisions shall unless otherwise agreed between the Company and the councils apply and have effect (that is to say):—

For protection of Madron Urban District Council West Penwith Rural District Council and Cornwall County Council.

(1) In carrying out the works for the substitution of a solid embankment for the viaduct known as Ponsandane Viaduct the Company shall provide and maintain under the said embankment (A) an opening or archway to the eastern shore or beach over and for the purpose of affording access to the existing sewer belonging to the Madron Urban District Council such opening to be six feet in width and six feet in height (calculated from the top of the sewer to the crown of the arch of such opening or culvert) and the council to have the right of access at all times to and through such opening or culvert for the purpose of inspecting and repairing their said sewer (B) an opening or culvert adjoining and on the eastern side of the first-mentioned culvert ten feet in width and six feet in height measured from the ground level to the crown of the arch it being intended that such opening shall serve as a channel for the Chyandour Brook or stream and that such brook or stream shall be diverted by the Company through such opening accordingly (c) an opening adjoining and on the eastern side of the last-mentioned opening or culvert such opening to be for the purposes of access for carts and other vehicles and pedestrians at all times and for all purposes to and from the Eastern Beach and to be 18 feet in width and not less than 10 feet in height throughout the length and width of the said opening measured from the

A.D. 1912.

level of the ground as altered by the Company under the provisions of this section and an access between the main road and the beach accordingly provided that the gradient of such access shall in no part exceed 1 foot in 5 feet and the surface of such access shall be roughly formed and made as convenient as circumstances will permit and any surface rocks which for that purpose shall require to be removed shall be removed by the Company accordingly :

- (2) The Company shall preserve or reproduce the existing granite steps leading down to the beach from the north-east end of Chyandour Bridge so as to give access for pedestrians to the beach by way of the said last-mentioned opening :
- (3) The Company shall provide and maintain an opening or arch in the said embankment over Ponsandane Brook of the same span and headway as the span and headway of the county bridge carrying the main road leading from Marazion to Penzance over the said brook :
- (4) If any difference shall arise between the Company and the councils with respect to any matter under this section the same shall be determined by an arbitrator to be appointed (failing agreement on the application of either party after notice by the other) by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Oldbury Urban District Council.

31. In constructing the widening of the bridge carrying the Stourbridge Extension Railway of the Company over Langley Green Road in the parish of Oldbury (in this section respectively called "the widening" and "the bridge") the following provisions for the protection of the urban district council of Oldbury (in this section called "the council") shall notwithstanding anything contained in this Act and unless otherwise agreed in writing between the council and the Company have effect (that is to say):—

- (1) The span of the widening shall be not less than 42 feet and the north-eastern abutment thereof shall be in a line with the north-eastern abutment of the bridge :
- (2) For the purposes of the widening the Company shall be at liberty to reduce the width of Mill Lane at

and near its junction with Langley Green Road to 36 feet so as to enable them to extend the north-eastern abutment in its present line and the corner of the new abutment shall be rounded off in a manner similar to the existing abutment: A.D. 1912.

- (3) When reconstructing the bridge the Company shall set back the south-western abutment thereof and widen the bridge so as to provide a span thereunder of a width of 42 feet and the council shall upon the completion of the work pay to the Company on demand the sum of seven hundred and fifty pounds in respect of the cost thereof. The council shall carry out at their own expense the alterations to the roadway under and adjoining the bridge and the widening of the approaches thereto and the Company shall give up to the council for such purposes the surface at road level of so much of the land coloured blue on the plan signed by William Wylie Grierson on behalf of the Company and Thomas Henry Shipton on behalf of the council as is the property of the Company and the council shall set back the existing fences or walls to the new boundary to the reasonable satisfaction of the Company:
- (4) In the event of the Company acquiring under the powers of this Act the property situated on the north-western side of Edward Street and numbered on the deposited plans 7 in the said parish and demolishing the buildings thereon they shall convey to the council at a price pro rata to the price paid by them for the said property the area coloured green on the said plan and the council shall make up the said area as part of the adjoining street:
- (5)—(A) If at any time after the completion of the reconstruction and widening of the said bridge the council intend to widen the roadway adjoining the lands coloured yellow on the said plan and shall give the Company notice in writing of such their intention the Company shall surrender to the council the surface at road level of so much of the said lands as is the property of the Company for such purpose and the council shall pay to the Company by way of compensation for the buildings thereon such a sum as

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may be agreed or failing agreement as may be settled by arbitration under the Lands Clauses Acts and shall set back the existing fence or wall to the new boundary to the reasonable satisfaction of the Company;

(B) If prior to the receipt of such notice the Company construct works along the western boundary of the said lands and demolish the said buildings the Company shall surrender to the council the surface at road level of so much of the said lands as is the property of the Company and the council shall forthwith make up the roadway thereon and the same shall form part of the adjoining street;

(c) The Company shall not construct any portion of the widened bridge above the surface at road level of the said lands:

(6) If any difference shall arise between the Company and the council with respect to any matter under this section the same shall be determined by an arbitrator to be appointed (failing agreement on the application of either party after notice by the other) by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Denbigh County Council.

32. The following provisions for the protection of the Denbigh County Council (in this section called "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

(1) If in lengthening the bridge carrying Llangollen Road over the Company's Shrewsbury and Chester Railway it be necessary to raise the level of the eastern approach to the said bridge the Company shall construct the said approach of a uniform grade between the bridge and the red line shown on the plan signed by William Wylie Grierson on behalf of the Company and Ellis William Jones on behalf of the council and shall provide such retaining wall or slope on the southern side of the said approach as may be necessary for supporting the said approach. The Company shall erect along the said southern side of the said approach a fence not less than 4 feet

high with a single rail composed of galvanised iron of an internal diameter of not less than 1 inch and with posts 6 inches in width and 4 inches in thickness at intervals not greater than 6 feet The Company shall construct in the position shown in blue on the said plan a catchpit on the northern side on the said approach and connect the same by means of 6-inch socket pipes with the existing catchpit in the main road leading from Ruabon to Chirk :

- (2) Subject as in this section hereinafter provided during the lengthening of the said bridge the Company shall at their option either (1) provide a good and sufficient temporary bridge of not less than 10 feet in width for the use of foot and carriage traffic passing upon and along the said road or (2) at all times provide a width of not less than 10 feet of roadway on the existing bridge or new bridge :
- (3) In the event of the Company certifying the bridge carrying the road leading from Plas Madoc to Ruabon over the said railway at or near the junction of that railway with the Company's Vale of Llangollen Railway as being of sufficient strength to carry the traffic of the district the width of the temporary bridge or roadway to be provided by the Company under the provisions of the last preceding subsection may be reduced to 4 feet and if the Company can make arrangements for the use by the public of the footbridge over their said Shrewsbury and Chester Railway at a point 14 chains or thereabouts south-west of the said bridge carrying Llangollen Road over the said railway they may entirely close the roadway over the last-mentioned bridge during the lengthening thereof and they shall not be required to give effect to the provisions of subsection (2) of this section :
- (4) Any difference which may arise between the Company and the council as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President of the Institution of

A.D. 1912.

Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of Wrexham Rural District Council.

33. Notwithstanding anything in this Act contained or shown upon the deposited plans in lengthening the bridge carrying the road over the Company's Shrewsbury and Chester Railway connecting Church Street with Pont Adam the Company shall if it be necessary to alter the levels of the existing approaches construct the western approach to the said bridge of a uniform grade between the bridge and the red line shown on the plan signed by William Wylie Grierson on behalf of the Company and Rees Evans on behalf of the Wrexham Rural District Council and shall construct the approach on the south-east side of the said bridge with a gradient not steeper than 1 in 25 Provided always that the carrying out of such work shall not impose upon the Company liability to maintain any portion of the said road which they are not now liable to maintain.

For protection of Monmouthshire County Council.

34. In constructing the widening of the bridge carrying the Monmouthshire (Western Valleys) Railway of the Company over the main road leading from Crumlin to Newport at the north-western end of Cross Keys Station (in this section respectively called "the widening" and "the bridge") the following provisions for the protection of the Monmouthshire County Council (in this section called "the county council") shall notwithstanding anything contained in this Act and (except as regards subsection (11) of this section) unless otherwise agreed in writing between the county council and the Company have effect (that is to say):—

- (1) The Company shall carry out the widening on the line shown in red on the plan which has been signed in duplicate by William Tanner on behalf of the county council and by William Wylie Grierson on behalf of the Company Such widening shall be of a clear span of not less than thirty-six feet and of a clear headway from the surface of the roadway to the undersides of the widening of not less than 15 feet throughout:
- (2) The Company shall at the same time as the widening of the bridge or any part thereof is being constructed take down and reconstruct the bridge in the lines

shown on the said plan which bridge shall be reconstructed with a clear span of not less than 36 feet and a clear headway from the surface of the roadway to the underside of the bridge of not less than 15 feet throughout:

- (3) Contemporaneously with the carrying out of the works hereinbefore referred to the Company shall widen the said main road by including therein and dedicating to public use the land lying on the western side of the said main road and coloured blue on the said plan and shall erect and maintain an open iron railing on the western side of the said land coloured blue between the widened bridge and Gladstone Street and an open iron gate across the approach road to the goods yard of the Company:
- (4) The gradient of the carriageway of the said main road underneath and on the southern side of the said bridge shall not be steeper than 1 in 25:
- (5) The Company may leave the footways at their present levels providing such retaining walls or kerbs adjoining the carriageway as may be necessary for the purpose to the reasonable satisfaction of the county council:
- (6) The carriageway of the said main road where interfered with shall be made up channelled and drained and the footpaths if interfered with paved kerbed and drained in the same manner as the carriageway and footpaths now existing in the adjoining portions of the said main road and to the reasonable satisfaction of the county council:
- (7) The reconstructed bridge and the widenings thereof shall be constructed so as to prevent as far as reasonably practicable the dripping of water therefrom on to the road and footway beneath:
- (8) The Company shall not commence any portion of the reconstruction or widening of the bridge which will affect or interfere with the said main road until they shall have submitted to the county council plans and sections showing the lines and levels of the said works and of the road widenings under the reconstructed and widened bridge and until

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the county council shall have signified their approval thereof (which approval shall not be unreasonably withheld) unless the county council fail to signify such approval or their disapproval with regard thereto within twenty-eight days after submission of the said plans and sections and the Company shall comply with and conform to all reasonable directions requirements and regulations of the county council for the safety of the passenger and vehicular traffic in the said road during the execution of the said works and all such works shall be carried out and completed to the reasonable satisfaction of the county council and save as hereinafter provided at the cost in all respects of the Company:

- (9) The county council shall render all reasonable facilities to the Company during and for the purpose of the construction of the said works and shall permit the Company to temporarily reduce the width of the carriageway to not less than 10 feet to facilitate the alteration of the levels of the road:
- (10) Upon the completion to the reasonable satisfaction of the county council of the whole of the works hereinbefore referred to the county council shall pay to the Company one half of the actual expenses reasonably incurred by the Company in taking down and reconstructing the bridge as required by subsection (2) of this section and also the cost of making up the widened portion of the main road shown in blue on the said plan:
- (11) The urban district council of Risca shall pay to the county council one half of the said sum so paid by the county council but not exceeding in any case the sum of four hundred pounds and such payment by the Risca Urban District Council shall be made by four equal annual instalments:
- (12) Any difference arising between the county council and the Company under this section shall be determined unless otherwise agreed by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

35. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions for the protection of the urban district council of Risca (in this section referred to as "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say) :--

A.D. 1912.
For protec-
tion of Risca
Urban Dis-
trict Council.

- (1) In carrying out the widening of the bridge which carries the Monmouthshire (Western Valleys) Railway of the Company over the road leading from Crumlin to Newport at the north-western end of Cross Keys Station in the urban district of Risca the Company shall make the gradient of the carriageway of the road known and described as Gladstone Street lying on the southern side of the said bridge not steeper than 1 in 25 and the Company may leave the footways of that road at their present levels providing such retaining walls or kerbs not exceeding 3 feet in height adjoining the carriageway and such handrails as may be necessary to the reasonable satisfaction of the council:
- (2) The Company may during the alteration of the levels of the carriageway of Gladstone Street reduce the width thereof to not less than 10 feet:
- (3) If the Company interfere with the public footpaths in the urban district of Risca leading from Exchange Bridge to Dan-y-graig Brickworks across the Company's Nine Mile Point Branch Railway and numbered 9 on the deposited plans and book of reference or with the public footpath leading from the Old Colliery New Bridge to Buck Farm across the said branch railway and numbered 1 on the deposited plans and book of reference they shall carry out any alterations thereto to the reasonable satisfaction of the surveyor to the council and the said public footpaths shall at all times be kept open and preserved by the Company for the free and uninterrupted passage of the public and the Company shall provide and maintain proper swing gates or wicket gates on the altered boundary of the property of the Company at the points where the said footpaths intersect the same:
- (4) If the Company interfere with the access to the foot-bridge adjoining the footpath numbered 35 on the

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deposited plans and book of reference for the parish of Risca they shall extend the footbridge across any widening of their Monmouthshire (Western Valleys) Railway on the lands to be acquired by the Company between the said footbridge and Risca Road to the reasonable satisfaction of the council so as to permit of the convenient access of the public from Risca Road to the northern side of the said railway :

- (5) In carrying out the widening of the bridge at Cross Keys the Company shall at their own cost remove the urinal now existing on the south side of the said bridge near Gladstone Street and re-erect the same on some other adjacent site to be provided by them and shall connect the same with the sewers and drains and the provisions of any agreement between the Company and the council relating to the existing urinal shall extend and apply to the same when re-erected as aforesaid :
- (6) In carrying out the alteration of the levels of the said road leading from Crumlin to Newport if they require to reduce the depth of cover over the existing water main of the council in the said road to less than its existing depth or 3 feet whichever shall be the least dimension the Company shall in all respects to the reasonable satisfaction of the council relay such main so that the upper side thereof shall be at a not less depth below the surface of the said road than the upper side of the existing main or 3 feet whichever be the less depth :
- (7) The Company shall not break up any street nor raise sink or alter the position of any sewer drain or watercourse or any gas water or electric mains pipes services or apparatus of the council until they shall have given to the clerk to the council seven clear days' notice in writing of their intention to commence the intended works accompanied by plans 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 water and electric mains pipes services and apparatus proposed to be so interfered with :

- (8) The Company in carrying out the works authorised by this Act or any works on lands to be acquired under the powers of this Act shall to the reasonable satisfaction of the council make good all damage which may be caused to or may be the consequence of any interference with any sewer drain or watercourse or to any gas water or electric main pipe service or apparatus of the council:
- (9) Whenever it may be necessary to intercept or remove or displace or otherwise interfere with any sewer or drain the Company shall before intercepting removing displacing or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the council another sewer or drain in lieu of and of equal capacity to the sewer or drain so proposed to be intercepted removed displaced or interfered with and such substituted sewer or drain shall be connected by the council at the expense of the Company with the existing sewer or drain:
- (10) If it shall be necessary to construct any works on lands to be acquired under the powers of this Act over any sewer drain gas water or electric main belonging to the council provision shall be made to the reasonable satisfaction of the council for protecting such sewer drain gas water or electric main from injury and for affording convenient access thereto for the purpose of examination alteration renewal or repair:
- (11) If by reason of the execution of any of the powers of this Act or the carrying out of any works on lands to be acquired under the powers of this Act the council shall necessarily incur any cost in altering or removing any existing sewer drain gas water or electric main or apparatus the Company shall repay such cost to the council on demand:
- (12) The provisions of this section shall not extend or apply to any sewer drain gas water or electric main laid down by the council under over or along the property of the Company under the provisions of any agreement between the Company and the council where the provisions of such agreement are inconsistent with the provisions of this section in which case the provisions of the agreement shall apply:

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(13) Any difference which may arise between the council and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of Caerphilly and Gelligaer Urban District Councils.

36. For the protection of the urban district council of Caerphilly and the urban district council of Gelligaer (which two councils are in this section referred to as "the two councils") the following provisions shall unless otherwise agreed in writing between the Company and the two councils apply and have effect (that is to say):—

- (1) The new footpath in the parish of Gelligaer in the urban district of Gelligaer and in the parish of Llanfabon in the urban district of Caerphilly in the county of Glamorgan by this Act authorised shall be carried over the Company's Taff Vale Extension Railway and the Taff Vale Railway by means of a bridge (in this section referred to as "the bridge") of stone brick or steel having a clear width throughout of not less than 4 feet with rails or parapets on each side of not less than 5 feet in height for the full length of the bridge and the steps thereof shall be constructed with a half landing:
- (2) The bridge and its approaches shall be executed to the reasonable satisfaction of and in accordance with plans and elevations to be previously approved in writing by a surveyor representing the two councils Provided that if he do not signify his approval or disapproval within twenty-eight days after the same shall have been left at his office he shall be deemed to have approved thereof:
- (3) The Company shall complete the construction of the bridge within eighteen months from the passing of this Act and shall at all times thereafter keep open the bridge for the free use of the public and maintain the same in good order and condition provided that the Company shall not be required to light and sand the bridge:

(4) On the completion of the bridge and the approaches thereto as aforesaid each of the two councils shall pay to the Company one quarter of the cost of the construction of the bridge and its approaches as certified by the engineer of the Company or the sum of one hundred pounds whichever sum shall be the less and the purposes of this subsection shall be deemed to be purposes of the Public Health Act 1875 and the powers of that Act shall be available for the purposes of this subsection by the two councils:

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(5) If any difference shall arise under this section between the Company and the two councils or either of them or between the Company and the said surveyor such difference shall be referred to and settled by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of any of the parties by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to such reference.

37. For the protection of the rural district council of Llantrisant and Llantwit-Fardre (in this section called "the council") the following provisions shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say):—

For protection of Llantrisant and Llantwit-Fardre Rural District Council.

(1) In this section the expression "the signed plan" means the plan and section signed by William Wylie Grierson on behalf of the Company and by Gomer Sweeting Morgan on behalf of the council the expression "the road" means the public road powers for the alteration of which are included in this Act in the parish of Llantrisant in the rural district of Llantrisant and Llantwit-Fardre in the county of Glamorgan (forming part of the road leading from Llandyfodwg to Gilfach) which crosses the Company's Ely Valley Extension Railway at Hendreforgan and the expression "the bridge" means the bridge at Hendreforgan carrying the road over the railway:

(2) The Company shall carry out the alteration by this Act authorised of the levels of the road and shall complete the same within five years from the passing of this Act and in carrying out such alteration the Company

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shall widen the bridge on the northern side thereof to a width between the parapets thereof of not less than 25 feet and shall construct all necessary and proper wing walls abutments and other masonry works in connection with such widening and the said alteration of the levels of the road shall be executed in accordance with the levels and with the rates of inclination shown on the signed plan and to the reasonable satisfaction of the council. On the completion of the said bridge widening and alteration of levels the council shall relieve the Company from any obligation to maintain the road over or on either side of the bridge:

- (3) Contemporaneously with the construction by the Company of the said widening and alteration of levels the Company shall to the reasonable satisfaction of the council widen the formation of the western approach to the said bridge as coloured pink on the signed plan to a width of 25 feet between the fences and suitable for the road level and to the inclination shown on the signed plan and for that purpose shall be entitled to take any filling from the lands adjoining the eastern approach coloured pink on the signed plan and the council shall on the completion of such work ballast and metal the roadway thereon and the council shall also improve widen and metal the eastern approach to the said bridge to a width of 25 feet between the fences and in the position and manner shown by red lines on the signed plan. Provided that any works to be constructed by the council which are situated on or adjoining or in any way affecting the property of the Company shall be carried out under the superintendence and to the reasonable satisfaction of the engineer of the Company:
- (4) For the purpose of enabling the said widenings of the approaches to be carried out the Company shall convey to the council free of cost the three strips of land abutting on the road and coloured pink on the signed plan and the council shall by way of exchange and free of cost convey to the Company all their estate and interest in the land now forming part of the road and coloured blue on the signed plan:

(5) On the execution of the conveyance to the Company of the estate and interest of the council in the said strips of land coloured blue such strips of land shall cease to form part of the road and thereupon all public rights of way and other rights (if any) thereover shall cease and be extinguished and on the execution of the conveyance of the said lands coloured pink such lands shall vest in the council and be added by them to the roadway and shall form part of the public highway repairable by the council. The Company shall be entitled to and enjoy the same rights of frontage to the widened roadway as they have to the existing roadway:

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(6) The council shall erect a fence on both sides of the said eastern approach as so widened as aforesaid and the Company shall erect a fence on both sides of the said western approach as so widened as aforesaid and for that purpose the council and the Company may respectively remove and re-erect the existing post and wire fences adjoining the existing approaches and such new fences when erected shall be maintained by the Company:

(7) Any difference arising under the provisions of this section between the Company and the council shall be referred to and settled by an arbitrator to be agreed upon between the parties or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to such reference.

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

For protection of corporation of Swansea.

(1) The Company shall construct the new footpaths and footbridge in the county borough of Swansea by this Act authorised to the reasonable satisfaction of the corporation and of a width of not less than five feet throughout and shall repair and maintain the same to the like satisfaction:

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(2) If any difference shall arise between the Company and the corporation under this section such difference shall be referred to an arbitrator to be appointed unless otherwise agreed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Power to
Company to
acquire addi-
tional lands.

39. 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 enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation and for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say):—

In the county of Berks—

Certain lands in the parish of Great Faringdon in the rural district of Faringdon lying on and adjoining the north-eastern side of the Company's Faringdon Branch Railway and at and near Faringdon Station:

In the county of Wilts—

Certain lands in the parish of Preshute Without in the rural district of Marlborough lying on and adjoining the north-western side of the Company's Marlborough Branch Railway and between points respectively about 4 chains and 31 chains south-west of Marlborough Station on that railway;

Certain lands in the parish of Minety in the rural district of Malmesbury lying on and adjoining the north-eastern side of the Company's Cheltenham and Great Western Union Railway and at and near Minety and Ashton Keynes Station:

In the county of Devon—

Certain lands in the parish of Woolborough in the urban district of Newton Abbot lying on and adjoining the western side of the Company's South Devon Railway and at and near Newton Abbot Station;

Certain lands in the parish and urban district of Brixham lying on and adjoining the eastern side of the Company's

- Dartmouth and Torbay Branch Railway and between points respectively about 2 chains and 37 chains north of the viaduct carrying that railway over Waterhead Creek ;
- Certain lands in the parish of Churston Ferrers in the rural district of Totnes lying on and adjoining both sides of the said Dartmouth and Torbay Branch Railway and extending from the viaduct on that railway known as Longwood Viaduct to the viaduct on that railway known as Greenway Viaduct ;
- Certain other lands in the same parish and rural district lying on and adjoining the north-western side of the said Dartmouth and Torbay Branch Railway and extending from the tunnel on that railway known as Greenway Tunnel to Churston Station ;
- Certain other lands in the same parish and rural district lying on and adjoining both sides of the said Dartmouth and Torbay Branch Railway and extending from Churston Station to the bridge carrying the road leading from Brixham to Paignton over the said railway at a point 22 chains or thereabouts north of that station ;
- Certain lands in the parish of Churston Ferrers in the rural district of Totnes and in the parish and urban district of Paignton lying on and adjoining both sides of the said Dartmouth and Torbay Branch Railway and extending from the last-mentioned bridge to a point 4 chains or thereabouts north of the bridge carrying that railway over the road leading from Brixham to Goodrington Sands and near to the house known as Cliff Park ;
- Certain other lands in the same parish and urban district lying on and adjoining the western side of the said Dartmouth and Torbay Branch Railway and between points respectively about 14 chains and 19 chains north of the level crossing (known as Tanner's level crossing) by that railway of the road leading from Paignton to Goodrington Sands near Goodrington House Convent ;
- Certain lands in the parish of Plymstock in the rural district of Plympton Saint Mary lying on and adjoining both sides of the Company's Yealmpton Branch Railway north-west of and near to Elburton Cross Station ;
- Certain lands in the parish and county borough of Plymouth lying on and adjoining the southern side of

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the Company's South Devon Railway and between that railway and Alexandra Road and between Moor View Terrace and Lipson Vale Halt:

In the county of Cornwall—

Certain lands or foreshore in the parish of Penzance in the borough of Penzance lying on and adjoining the south-eastern side of the Company's West Cornwall Railway and extending for a distance of 10 chains or thereabouts in a north-easterly direction from the goods shed at Penzance Station;

Certain lands in the parish of Gulval in the rural district of West Penwith lying on and adjoining the southern side of the said West Cornwall Railway and extending for a distance of 18 chains or thereabouts in an easterly direction from the viaduct on that railway known as Ponsandane Viaduct:

In the county of Oxford—

Certain lands in the parish of Chinnor in the rural district of Thame lying on and adjoining the north-western side of the Company's Watlington Branch Railway and at and near Chinnor Station;

Certain lands in the parishes of Cropredy and Bourton (Great and Little) in the rural district of Banbury and in the parishes of Neithrop and Grimsbury in the borough of Banbury lying on and adjoining the western side of the Company's Oxford and Birmingham Railway and extending from a point 9 chains or thereabouts north of Cropredy Station to a point 2 chains or thereabouts south of the junction (known as Banbury Junction) with that railway of the Great Central Railway:

In the county of Worcester—

Certain lands in the parish and county borough of Dudley lying on and adjoining both sides of the Company's Oxford Worcester and Wolverhampton Railway and at and near the northern end of the goods yard on that railway at Dudley;

Certain lands in the parish of Cakemore in the rural district of Halesowen lying on and adjoining the north-western side of the Company's Stourbridge Extension Railway and between Rowley Regis and Blackheath

Station and Penncricket Lane and in connection therewith the Company may stop up and discontinue so much of the footpath leading from Narrow Lane to Penncricket Lane which crosses the said railway on the level between the said station and Penncricket Lane as lies between a point 9 chains or thereabouts south of the said crossing and Penncricket Lane ;

Certain lands in the parish and city and county borough of Birmingham lying on and adjoining both sides of the Company's Oxford and Birmingham Railway and extending for a distance of 45 chains or thereabouts in a north-westerly direction from the bridge carrying the public road over that railway at the south-eastern end of Tyseley Station :

In the county of Warwick—

Certain lands in the parish of Solihull in the rural district of Solihull lying on and adjoining the eastern side of the Company's Oxford and Birmingham Railway and abutting on the south-western side of Warwick Road ;

Certain other lands in the same parish and rural district lying on and adjoining both sides of the said Oxford and Birmingham Railway and extending for a distance of 14 chains or thereabouts in a southerly direction from the bridge carrying Milliner's Lane over that railway ;

Certain other lands in the same parish and rural district lying on and adjoining the north-eastern side of the said Oxford and Birmingham Railway and abutting on the southern side of Shirley Road ;

Certain other lands in the same parish and rural district lying on and adjoining the north-eastern side of the said Oxford and Birmingham Railway and extending for a distance of 22 chains or thereabouts in a south-easterly direction from Solihull Station ;

Certain other lands in the same parish and rural district lying on and adjoining the eastern side of the said Oxford and Birmingham Railway and between points respectively about 49 chains and 15 chains north of Widney Manor Station ;

Certain other lands in the same parish and rural district lying on and adjoining the north-eastern side of the

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said Oxford and Birmingham Railway and between points respectively about 40 chains and 65 chains north-west of Knowle and Dorridge Station;

Certain lands in the parishes of Solihull Packwood and Knowle in the rural district of Solihull lying on and adjoining the south-western side of the said Oxford and Birmingham Railway and between Solihull Station and a point 38 chains or thereabouts south-east of Knowle and Dorridge Station;

Certain lands in the parishes of Knowle Packwood and Lapworth in the rural district of Solihull lying on and adjoining the north-eastern side of the said Oxford and Birmingham Railway and extending from a point 22 chains or thereabouts south-east of Knowle and Dorridge Station to a point 11 chains or thereabouts north of Lapworth Station;

Certain lands in the parishes of Knowle and Lapworth in the rural district of Solihull and in the parish of Rowington in the rural district of Warwick lying on and adjoining the western side of the Oxford and Birmingham Railway and the Henley-in-Arden Branch Railway of the Company and extending from a point 44 chains or thereabouts north of Lapworth Station to a point 20 chains or thereabouts south-west of the junction of those railways (known as Rowington Junction);

Certain lands in the parish and city and county borough of Birmingham lying on and adjoining the north-eastern side of the said Oxford and Birmingham Railway and abutting on the south-eastern side of Oakley Road;

Certain other lands in the same parish and city and county borough lying on and adjoining the north-eastern side of the Warwick and Birmingham Canal and between that canal the said Oxford and Birmingham Railway the Midland Railway and Jenkins Street;

Certain other lands in the same parish and city and county borough lying on and adjoining the south-western side of the said Oxford and Birmingham Railway and between Floodgate Street and Bordesley Station;

Certain other lands in the same parish and city and county borough lying on and adjoining the north-eastern side of the said Oxford and Birmingham Railway and between Heath Mill Lane and Adderley Street :

In the county of Stafford—

Certain lands in the parish and urban district of Bilston lying between the Birmingham Wolverhampton and Dudley and the Oxford Worcester and Wolverhampton Railways of the Company and at and near the junction of those railways at Priestfield Station ;

Certain lands in the parish of Codsall and Oaken in the rural district of Seisdon lying on and adjoining both sides of the Shrewsbury and Birmingham Railway of the Company and extending for a distance of 27 chains or thereabouts in a south-easterly direction from Codsall Station :

In the county of Salop—

Certain lands in the parish of Kinlet in the rural district of Cleobury Mortimer lying on and adjoining the western side of the Company's Severn Valley Branch Railway and extending for a distance of 39 chains or thereabouts in a southerly direction from Borle Brook ;

Certain lands in the parish of Baschurch in the rural district of Ellesmere lying on and adjoining the north-eastern side of the Company's Shrewsbury and Chester Railway and between points respectively about 9 chains and 32 chains north-west of Baschurch Station and in connection therewith the Company may alter and divert so much of the footpath along the north-eastern boundary of the Shrewsbury and Chester Railway of the Company which leads from the road between Weston-Lullingfields and Baschurch to Baschurch Station as lies between points respectively about 12 chains and 28 chains north-west of that station ;

Certain lands in the parish of Drayton in Hales in the rural district of Drayton lying on and adjoining the eastern side of the Company's Nantwich and Market Drayton Railway at and near the northern end of Market Drayton Station ;

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Certain lands in the parish of Saint Mary in the borough of Shrewsbury lying on and adjoining the south-western side of the Company's Shrewsbury and Chester Railway and between points respectively about 12 chains and 50 chains north-west of the bridge carrying Ellesmere Road over that railway ;

Certain other lands in the same parish and borough and in the parish of Saint Alkmond in the rural district of Atcham lying on and adjoining the north-eastern side of the said Shrewsbury and Chester Railway and between points respectively about 55 chains and 72 chains north-west of the said bridge ;

Certain lands in the parish of Sellatyn in the rural district of Oswestry lying on and adjoining the north-eastern side of the said Shrewsbury and Chester Railway and extending for a distance of 28 chains or thereabouts in a south-easterly direction from Gobowen Station :

In the county of Chester—

Certain lands in the parish of Audlem in the rural district of Nantwich lying on and adjoining both sides of the Company's Nantwich and Market Drayton Railway and between points respectively about 7 chains and 30 chains northward of Audlem Station ;

Certain other lands in the same parish and rural district lying on and adjoining the eastern side of the said Nantwich and Market Drayton Railway and between points respectively about 4 chains and 20 chains southward of Audlem Station ;

Certain lands in the parish and county borough of Chester lying on and adjoining both sides of the Company's Shrewsbury and Chester Railway and extending for a distance of 34 chains or thereabouts in a north-easterly direction from the level crossing (known as Green Lane Crossing) by that railway of Green Lane Saltney :

In the county of Denbigh—

Certain lands in the parish of Ruabon in the rural district of Wrexham lying on and adjoining the north-western side of the Company's Ponkey Branch Shrewsbury and

Chester and Vale of Llangollen Railways and between points respectively about 34 chains north and 81 chains south-west of the bridge carrying the road connecting the road known as Pont Adam with Church Street over the said Shrewsbury and Chester Railway;

Certain other lands in the same parish and rural district lying on and adjoining the south-eastern side of the said Shrewsbury and Chester Railway and between points respectively about 19 chains north-east and 71 chains south-west of the said bridge:

In the county of Monmouth—

Certain lands in the parish of Undy in the rural district of Chepstow lying on and adjoining the north-western side of the Company's South Wales Railway and between points respectively about 95 and 99 chains west of Severn Tunnel Junction Station;

Certain lands in the parishes of Llanvihangel Roggiatt and Roggiatt in the rural district of Chepstow lying on and adjoining the southern side of the said South Wales Railway and between points respectively 34 chains and 76 chains west of Severn Tunnel Junction Station;

Certain lands in the parish of Rogerstone in the rural district of Saint Mellons lying on and adjoining the north-eastern side of the Company's Monmouthshire (Western Valleys) Railway and between points respectively about 35 chains north-west and 74 chains south-east of the bridge carrying the public road at the north-western end of Rogerstone Station over that railway;

Certain other lands in the same parish and rural district lying on and adjoining the south-western side of the said Monmouthshire (Western Valleys) Railway and extending for a distance of 38 chains or thereabouts in a south-easterly direction from the said bridge at Rogerstone Station. Provided that the Company shall not enter upon take or use the lands numbered on the deposited plans 38 in the said parish and rural district;

Certain lands in the parish and urban district of Risca lying on and adjoining the southern side of the Company's Nine Mile Point Branch Railway and between the River Ebbw and the Waun Fawr Brick Works;

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Certain other lands in the same parish and urban district lying on and adjoining the western side of the said railway at and near the junction of the said Nine Mile Point Branch Railway with the Company's Monmouthshire (Western Valleys) Railway;

Certain other lands in the same parish and urban district lying on and adjoining the south-western side of the Company's Monmouthshire (Western Valleys) Railway and between points respectively about 13 chains north-west and 42 chains south-east of the bridge carrying that railway over the main road leading from Crumlin to Newport at Cross Keys Station;

Certain other lands in the same parish and urban district lying on and adjoining the north-eastern side of the said Monmouthshire (Western Valleys) Railway and between points respectively about 8 chains north-west and 8 chains south-east of the said bridge at Cross Keys Station;

Certain lands in the parish and urban district of Aber-sychan lying on and adjoining both sides of the Company's Cwm Frwyd Branch Railway and of the road leading from Varteg Hill to Talywain;

Certain lands in the parish of Llanhilleth in the urban district of Abertillery and in the parish and urban district of Abercarn lying on and adjoining the north-western side of the Company's Monmouthshire (Western Valleys) Railway and between points respectively about 2 chains and 29 chains north-east of the north-easternmost junction of the sidings leading to the Crumlin Navigation Colliery with that railway;

Certain lands in the said parish and urban district of Abercarn lying on and adjoining the eastern side of the said Monmouthshire (Western Valleys) Railway and at and near Crumlin Station (Low Level);

Certain lands in the parish and urban district of Mynyddyslwyn lying on and adjoining both sides of the Company's Taff Vale Extension Railway and between points respectively about 7 chains and 21 chains west of the junction (known as Pennar Junction) with that railway of the Pennar Branch Railway of the Company;

Certain other lands in the same parish and urban district lying on and adjoining both sides of the Company's

Pennar Branch Railway and between points respectively about 67 chains north and 50 chains south-east of the level crossing (known as Springfield level crossing) by that railway of the road leading from Penmaen to Pont-llan-fraith;

Certain lands in the parish and urban district of Abercarn lying on and adjoining the north-western side of the Company's Taff Vale Extension Railway and between points respectively about 6 chains south-west and 28 chains north-east of the junction (known as Pennar Junction) with that railway of the Pennar Branch Railway of the Company:

In the county of Glamorgan—

Certain lands in the parish and urban district of Aberdare lying on and adjoining the south-western side of the Company's Aberdare Extension Railway and extending for a distance of 17 chains or thereabouts in a north-westerly direction from the bridge carrying the Taff Vale Railway over the River Cynon near Lletty Shenkin Colliery Cwmbâch;

Certain lands in the parish and urban district of Margam lying on and adjoining both sides of the Company's South Wales Railway and extending for a distance of 45 chains or thereabouts in a north-westerly direction from the bridge carrying the Port Talbot Railway over that railway at Margam Moors;

Certain other lands in the same parish and urban district lying on and adjoining both sides of the Company's South Wales Railway and between points respectively about 45 chains south-east and 26 chains north-west of the bridge carrying the Port Talbot Railway over the said railway at Taibâch;

Certain lands in the parish and borough of Aberavon and in the parish of Baglan Lower in the rural district of Neath lying on and adjoining both sides of the Company's South Wales Railway and extending for a distance of 68 chains or thereabouts in a south-easterly direction from the bridge carrying that railway over the Rhondda and Swansea Bay Railway at Baglan Provided that notwithstanding anything shown on the deposited plans the Company shall not enter upon take use or appropriate

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any part of the lands numbered on the deposited plans in the said parish of Baglan Lower east of the red line shown on the plan signed in duplicate by William Wylie Grierson on behalf of the Company and George Alfred Phillips on behalf of the Glamorgan County Council;

Certain lands in the parish and borough of Aberavon lying on and adjoining the eastern side of the Company's South Wales Railway and extending for a distance of 19 chains or thereabouts in a northerly direction from the said bridge carrying that railway over the Rhondda and Swansea Bay Railway at Baglan;

Certain lands in the parish of Cockett in the rural district of Swansea lying on and adjoining the northern side of the Company's South Wales Railway between points respectively about 10 chains and 17 chains west of Cockett Station and extending for a distance of 14 chains or thereabouts in a northerly direction from that railway;

Certain lands in the parish of Llandilo Tal y bont in the rural district of Swansea lying on and adjoining both sides of the Company's Llanelly Railway and extending from Pontardulais Station to the road leading from Pontardulais to Tal-y-fan-fâch:

In the county of Carmarthen—

Certain lands in the parish of Ammanford Urban in the urban district of Ammanford and in the parish of Bettws in the rural district of Llandilo Fawr lying on and adjoining the eastern side of the Company's Llanelly and Garnant and Brynamman Railways and between points respectively about 11 chains south and 17 chains north-east of the bridge carrying the Llanelly Railway over the River Amman at Pantyffynnon Station;

Certain lands in the parish of Ammanford Urban in the urban district of Ammanford lying on and adjoining both sides of the said Garnant and Brynamman Railway and between Pantyffynnon and Ammanford Stations;

Certain lands in the parish of Llanvihangel Abercowin in the rural district of Carmarthen lying on and adjoining both sides of the Company's South Wales Railway and between St. Clears Station and the stream known as Dewi Fawr:

In the county of Pembroke—

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Certain lands in the parish of Weston in the rural district of Haverfordwest lying on and adjoining the northern side of the Company's South Wales and Clarbeston Road and Letterston Railways and between points respectively about 1 chain and 39 chains west of Clarbeston Road Station;

Certain lands in the parishes of Llanstinan Letterston and Jordanston in the rural district of Haverfordwest lying on and adjoining the western side of the Company's Clarbeston Road and Letterston and Clynderwen and Goodwick Railways and between points respectively about 31 chains north-west and 41 chains south of the junction of those railways known as Letterston Junction.

40. For the protection of the Newton Abbot Urban District Council (in this section called "the council") the following provisions shall have effect unless otherwise agreed in writing between the council and the Company (that is to say):—

For protection of Newton Abbot Urban District Council.

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans relating to the additional lands at Newton Abbot Station the Company shall not without the consent of the council purchase or acquire any portion of the lands numbered 2 and 3 on such deposited plans which belongs to the council other than such portion or portions thereof as the Company already have power to purchase or acquire under or by virtue of the Great Western Railway (General Powers) Act 1909:
- (2) In exercising the powers of the Company under the provisions of this Act for the acquisition of the lands numbered 1 on the said deposited plans the Company shall leave along the whole length thereof on the western side a strip of land 6 feet in width adjoining the east side of the present footway to enable the council to widen the adjoining portion of the Station Road:
- (3) After the acquisition by the Company of such lands numbered 1 as aforesaid the Company shall construct so far as may be necessary on the eastern side of the said strip of land and hereafter maintain in

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a state of efficient and proper repair a retaining wall embankment or other works of a similar nature of sufficient strength or stability to support the adjoining roadway and a proper fence or parapet wall to the reasonable satisfaction of the council:

- (4) If the Company shall interfere with any gas mains or any water mains electric mains or pipes or any sewers or drains of the council situated on the said lands numbered 1 all alterations of the same shall be made by and at the expense of the Company in accordance with plans to be previously submitted by the Company to and reasonably approved by the surveyor of the council provided that if he fail to signify his approval or disapproval or to state his requirements with respect to such plans within twenty-eight days after such submission he shall be deemed to have approved thereof:
- (5) If any difference shall arise between the Company and the council in respect of any matters under this section such difference shall unless otherwise agreed be settled by arbitration the arbitrator to be appointed failing agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Totnes Rural District Council.

41. Notwithstanding anything contained in this Act or shown upon the deposited plans and sections in relation thereto the following provisions for the protection of the Totnes Rural District Council, (in this section called "the council") shall except in so far as may be otherwise agreed between the council and the Company apply and have effect (that is to say):—

- (1) Where by reason of the exercise of any of the powers of this Act it becomes necessary to lay additional surface drains or pipes or any increased length thereof or to make alterations of the existing drains or pipes or to alter the level thereof such works shall before the Company interfere with the existing surface drains or pipes be carried out by and at the expense of the Company under the superintendence and to the reasonable satisfaction of the council:

(2) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall before entering upon any part of the common land known as Galampton Warborough add to the said common adjoining lands belonging to the Company or acquired by them for that purpose being of equal area with the portion of the said common land required to be taken by the Company for bridge works authorised by this Act and such land shall be thrown into and form part of the said common and shall be subject to the common and other rights now enjoyed over or in respect of the said portion required by the Company:

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(3) Notwithstanding anything in this Act contained or shown upon the deposited plans the Company shall not purchase acquire or otherwise interfere with the roadside waste land in the parish of Churston Ferrers numbered 7 and 8 on the said plans:

(4) If any difference arises between the Company and the council with reference to any of the matters provided for by this section such difference shall be settled by an arbitrator to be agreed on by the parties in difference or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either of the parties and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

42. The following provisions for the protection of the Paignton Urban District Council (in this section called "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

For protection of Paignton Urban District Council.

(1) In laying down the additional line of rails by this Act authorised at the level crossing known as Tanner's Level Crossing the Company shall provide wicket gates on either side of such crossing to enable pedestrians to cross the Company's Dartmouth and Torbay Branch Railway:

(2) In the event of the Company acquiring the lands by this Act authorised to be purchased adjoining the western side of the said railway and lying between the road leading from Goodrington Sands near Cliff

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Park to the road passing under Broadsands Viaduct and removing the stiles and other conveniences in the fences of the various fields the Company shall provide similar stiles or conveniences adjoining the lands so acquired by the Company with such facilities for passing over the said lands as at present exist.

For protection of owner of Maypool Estate.

43. Notwithstanding anything in this Act contained or shown on the deposited plans relating to the lands adjoining the Dartmouth and Torbay Branch Railway situate between Longwood Viaduct and Greenway Viaduct on that railway which the Company are by this Act authorised to acquire the Company shall not enter upon take or use any portion of the lands numbered on the said plans 3 in the parish of Churston Ferrers without the consent in writing of the owner of the Maypool Estate in the said parish of Churston Ferrers.

For protection of Sir Joseph Beecham.

44. The following provisions shall unless otherwise agreed in writing between the Company and Sir Joseph Beecham Knight of St. Helens in the county palatine of Lancaster his heirs executors administrators and assigns (all of whom are in this section referred to as "the owner") apply and have effect for the benefit and protection of the owner (that is to say):—

- (1) Nothing in this Act contained shall authorise the Company to enter upon take or use any portion of the property numbered on the deposited plans 17 in the parish of Rowington in the county of Warwick:
- (2) The Company at their own expense but subject in all things to the approval of the owner shall continue the existing culvert provided for the drainage and passage of water from the estate of the owner under the Henley-in-Arden Branch Railway of the Company under any works to be constructed by the Company upon the property numbered on the deposited plans 19 in the said parish of Rowington:
- (3) Nothing in this Act contained shall authorise the Company in any way to interfere with the water-course so far as the same is situate between the properties numbered on the deposited plans 14 and 17 in the said parish of Rowington or in any way to interfere intercept or obstruct the flow of water or drainage therein.

45. The following provisions for the protection of the Warwickshire County Council (in this section referred to as "the council") shall unless otherwise agreed between the Company and the Council apply and have effect (that is to say):—

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For protection of Warwickshire County Council.

- (1) The widening by this Act authorised of the bridge carrying the Oxford and Birmingham Railway of the Company over the public road at the north-western end of Knowle and Dorridge Station shall be constructed with a clear span of 42 feet between the abutments and with a headway not less than the minimum headway under the existing bridge and the faces of the said abutments so far as they may extend shall be constructed on the red lines shown on the plan signed by William Wylie Grierson on behalf of the Company and John Willmot the surveyor of the council on behalf of the council:
- (2) The Company may divert the stream which passes through the culvert under the railway on the north-western side of the said road and carry the same under the roadway or footpath of the said road by means of a conduit or pipes of a capacity equal to that of the adjoining culvert carrying the said stream under that road:
- (3) The Company shall provide a footpath 7 feet in width on either side of the road under the widened portion of the said bridge and shall form and kerb and channel the same with materials similar to those in use in the adjoining footpath on the north-west side of the said bridge to the reasonable satisfaction of the surveyor of the council:
- (4) The Company shall under the powers of this Act purchase and acquire such of the lands coloured red on the said plan as may be situate on the south-western side of the bridge when widened as aforesaid and shall convey the same to the council at a price pro rata to the amount paid by the Company for the respective enclosures purchased and acquired by them and of which the said lands form a portion or portions (such pro rata price not to include any payment the Company may make in respect of damage or depreciation to the adjoining property due to the

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widening of the railway) so as to enable the council to widen and improve the existing road and the council shall erect on the new boundary of the land so conveyed to them any necessary fencing or other works:

- (5) The Company shall provide and fix in a position to be reasonably approved by the said surveyor a gas lamp and bracket under the widened portion of the said bridge so that the same may thereafter be lighted and maintained by and at the expense of the local lighting authority:
- (6) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the said bridge at the north-western end of Knowle and Dorridge Station or the widening thereof any placards or advertisements except such as shall have been approved in writing by the council but this provision shall not prevent the Company exhibiting on the said bridge placards or advertisements giving information to the public as to the business of the Company. On the completion of the widening of the said bridge any advertisement or hoarding under the said existing bridge except as aforesaid shall be forthwith removed by the Company:
- (7) The widening by this Act authorised of the bridge carrying the said railway over the road situate 15 chains or thereabouts north of the bridge over the Stratford-on-Avon Canal of the Company shall be constructed with a clear span of 30 feet between the abutments and with a headway not less than the minimum headway under the existing bridge and the Company shall provide under the widened portion of the bridge on the northern side of the road a footpath 7 feet in width and shall form and kerb and channel the same to the reasonable satisfaction of the surveyor of the council:
- (8) Any difference which may arise between the council and the Company with reference to any of the provisions of this section shall be referred to the arbitration of and determined by an engineer or other fit person to be appointed unless otherwise agreed upon the application of either party by the President for the

time being of the Institution of Civil Engineers and A.D. 1912.
 the provisions of the Arbitration Act 1889 shall apply
 to any such arbitration.

46. Notwithstanding anything in this Act contained or shown on the deposited plans and sections the following provisions for the protection of the rural district council for the district of Solihull (in this section called "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

For protection of Solihull Rural District Council.

(1) The Company shall construct the widenings of the bridges by this Act authorised for carrying the Oxford and Birmingham Railway over the roads in the parish of Solihull next hereinafter mentioned with spans not less than the spans hereinafter-mentioned in connection therewith respectively (that is to say):—

No. on deposited Plans.	Description of Road or Bridge.	Span.
1	Richmond Road - - - -	40 feet.
5	Old Warwick Road - - - -	40 feet.
21	} Blossomfield Road - - - -	2 feet.
27		
37	} Whitefields Road otherwise known as Fairfields Lane.	36 feet.
39		
46	} Road 17 chains or thereabouts south- east of Fairfields Lane and known as Hillfield Road.	36 feet.
49		
62	Bridge at northern end of Widney Manor Station.	36 feet.

(2) The Company shall construct the widening of the bridge carrying the said railway of the Company over the road 59 chains or thereabouts south-east of Knowle and Dorridge Station known as Darley Green Road and numbered on the deposited plans 23 in the parish of Knowle with a span of 30 feet 6 inches:

(3) The Company shall construct the lengthening of the bridge carrying the road leading from Tilehouse Green to Four Ashes and numbered as aforesaid 75 in the parish of Solihull over the Oxford and Birmingham Railway with a clear width between the parapets of not less than 36 feet and they shall construct the lengthening of the bridges carrying the road over the said railway at or near the post on

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that railway indicating $117\frac{1}{2}$ miles from Paddington and the road over the said railway 28 chains north of Lapworth Station respectively with a clear width between the parapets of not less than the width of the respective now existing bridges:

- (4) The Company shall construct the widenings of the said bridges numbered respectively 1 and 5 as aforesaid in the parish of Solihull so that the faces of the abutments shall be on the red lines shown on the plans marked A and B respectively and signed by William Wylie Grierson on behalf of the Company and Albert Edward Currall on behalf of the council. The Company may in widening the bridge numbered 1 as aforesaid place columns in the line shown on the said plan A at intervals of not less than 10 feet:
- (5) The Company may carry out the widening of the bridge over the road numbered 5 as aforesaid by means of an arch with a headway of not less than 15 feet for a width of 15 feet and of not less than 8 feet at the springing of the arch. The Company may carry out the widening over the road numbered 62 as aforesaid by means of an arch with a headway of not less than 14 feet 2 inches at the crown thereof and of not less than 13 feet for a width of 15 feet and of not less than 8 feet at the springing of the arch and the Company may alter the gradient of the road to such an extent and in such a manner as may be necessary to provide such headway under the supervision and to the reasonable satisfaction of the surveyor to the council but in no case shall the gradients be steeper than those now existing on the portion of road so to be altered:
- (6) In constructing the several widenings and lengthenings of bridges in this section referred to the Company shall on such sides of the roads as the council reasonably require make kerb and channel the footpaths and provide and fix in positions to be reasonably approved by the surveyor to the council the gas lamps and brackets hereinafter mentioned:—

(a) A footpath 7 feet in width on either side of the road numbered 1 in the parish of Solihull

under the widened portions of the bridge and a gas lamp and bracket under the widened bridge;

(b) A footpath 7 feet in width on one side of the road numbered 5 in the parish of Solihull under the widened portions of the bridge and a gas lamp and bracket under the widened bridge;

(c) A footpath 8 feet in width on either side of the road numbered 21 and 27 in the parish of Solihull under the widened portions of the bridge and if the length measured along the centre of the bridge when widened exceeds 70 feet a gas lamp and bracket under the widened bridge in addition to the existing lamp and bracket under the existing bridge;

(d) A footpath 7 feet in width on one side of the road numbered 37 and 39 in the parish of Solihull under the widened portions of the bridge and a gas lamp and bracket under the widened bridge;

(e) A footpath 7 feet in width on one side of the road numbered 46 and 49 in the parish of Solihull under the widened portions of the bridge;

(f) A footpath 7 feet in width on one side of the road numbered 75 in the parish of Solihull over the existing and lengthened portions of the bridge;

(g) A footpath 7 feet in width on the northern side of the road numbered 35 in the parish of Knowle over the existing and lengthened portions of the bridge;

(h) A footpath 7 feet in width on the northern side of the road numbered 5 in the parish of Lapworth over the existing and lengthened portions of the bridge;

The gas lamps and brackets to be provided and fixed by the Company as aforesaid shall be maintained and lighted by and at the expense of the council:

- (7) The footpaths to be provided by the Company under the provisions of this section shall be formed with a depth of 3 inches of gravel or such other material

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as may in each case be in use on the adjoining footpaths and kerbed and channelled with similar materials to those in use in each case on the existing footpaths which materials may be re-used by the Company where practicable and the Company shall provide gulleys to such channelling in all cases where drains have been provided in the roadway adjoining the respective footpaths:

- (8) From and after their completion the several footpaths and the works in connection therewith in this section mentioned shall be maintained by and at the expense of the council:
- (9) In the event of the Company purchasing or acquiring any portion of the field or enclosure numbered 79 in the parish of Solihull so as to interfere with the footpath therein they shall divert the said footpath along and outside of the altered boundary of the Company's property:
- (10) In laying down the additional lines of rails by this Act authorised in the parish of Solihull across the road leading from Manor Road to Bentley Farm the Company shall erect and maintain a footbridge 3 feet 6 inches in width across the Company's said railway as widened at such crossing with proper steps and approaches thereto and the council shall thereafter light such footbridge as and when necessary:
- (11) On the completion of the said footbridge the Company may subject to the consents necessary thereto being obtained stop up and discontinue so much of the footpaths which pass through the enclosures numbered 90 in the parish of Solihull and 1 in the parish of Packwood as lies between the boundaries of the Company's property and in lieu thereof shall make a footpath along the north-eastern boundary of their railway between the southernmost of the said existing footpaths and the road numbered 84 and 85 in the parish of Solihull and the council shall at the expense of the Company use their best endeavours to obtain such consents as may be necessary to the stopping up of the said portions of footpaths and construction of the new footpath in lieu thereof and

shall at the like expense support any application to Parliament which the Company may make for powers to give effect thereto:

- (12) The Company shall provide and fix in such a position as the surveyor to the council may reasonably require one oil lamp and bracket under the bridge as widened under the powers of this Act carrying the railway over the road numbered 46 and 49 in the parish of Solihull and shall repay to the council the reasonable cost of lighting cleansing and maintaining the said lamp. Provided always that if at any time hereafter a gas main shall be laid down within a reasonable distance of the said bridge the Company shall convert the lamp into a gas lamp and the council shall at their own expense connect and thereafter maintain and light the same. When and so soon as gas mains are laid along the portions of the roads numbered respectively 62 in the parish of Solihull and 23 in the parish of Knowle under the bridges carrying the Company's said railway over the said roads the Company shall provide and fix a gas lamp and bracket under each of the said bridges. Provided that if the length of the bridge carrying the railway over the said road numbered 23 shall when widened and measured along the centre line thereof exceed 70 feet the Company shall provide an additional lamp and bracket thereunder and the said gas lamps shall after conversion or construction as the case may be be maintained and lighted by and at the expense of the council:
- (13) When and so soon as the council give notice in writing to the Company of their desire that the Company shall reconstruct the existing bridge carrying the Company's said railway over the road numbered 62 in the parish of Solihull so as to provide a width between the abutments thereof of 36 feet measured on the square the Company shall commence and with all reasonable despatch complete the same at the reasonable expense in all things of the council. Upon the completion of the said work the council shall pay to the Company on demand the cost incurred by them in giving effect to the provisions of this subsection. In determining the actual cost of the

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said work the Company shall be entitled to include such sum as shall represent the capitalised amount of the additional annual cost to them of maintaining and renewing the reconstructed bridge instead of the existing bridge :

- (14) Wherever for the purposes of this Act it may be necessary to intercept or interfere with any drain or sewer of the council the Company shall to the reasonable satisfaction of the surveyor to the council strengthen or divert the same or construct another drain or sewer according to a plan to be reasonably approved by the Council the capacity of such sewer or drain to be at least equal to that of the sewer or drain so proposed to be intercepted or interfered with and such diverted or substituted sewer or drain shall be connected by the council at the expense of the Company with any existing sewer or drain which may be intercepted Provided always that nothing in this subsection contained shall in any way prejudice or affect or deprive the Company of any rights they may have under existing agreements with the council as to the diversion or otherwise dealing with any such drains or sewers :
- (15) All widenings of bridges and other works within the district carried out by the Company under the provisions of this Act over roads within the district of the council shall be so constructed as to prevent as far as reasonably practicable the dripping of water on such roads or footways thereunder and the drainage of the roads and footways under the control of the council interfered with in the execution of the powers of this Act shall be made good by the Company to the reasonable satisfaction of the surveyor to the council :
- (16) The council shall render to the Company all reasonable facilities to enable them to carry out the works in the district of the council by this Act authorised and shall permit the Company to temporarily restrict the widths of any of the said roads to ten feet During the widening of the bridges carrying the railway of the Company over the roads numbered respectively 5 and 62 in the parish of Solihull and 23 in the parish of Knowle the Company shall be at liberty to

also reduce temporarily the available headway under each of the said bridges to such extent as may be necessary to permit of centering being erected. All works to be executed by the Company under this subsection shall be carried out under the supervision and to the reasonable satisfaction of the surveyor to the council:

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- (17) Section 29 of the Great Western Railway Act 1903 and subsections (a) (b) (c) and (d) of section 61 of the Great Western Railway Act 1904 are hereby repealed:
- (18) If any difference shall arise between the Company and the council under or in relation to the provisions of this section it shall be referred to an arbitrator appointed failing agreement by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to any such arbitration.

47. For the protection of the Right Honourable Godfrey Charles Viscount Tredegar and his sequels in estate and of the trustees of the Tredegar Settled Estates and their successors (the owner or owners and trustees for the time being of such estates being together in this section referred to as and included in the expression "the owners") the following provisions shall unless otherwise agreed between the owners and the Company have effect (that is to say):—

For protection of Viscount Tredegar and his trustees.

- (1) The Company shall in constructing Railway No. 7 by this Act authorised reconstruct widen and lengthen across that railway and the South Wales Railway at their own expense and to the reasonable satisfaction of the owners the bridge now carrying the occupation road numbered on the deposited plans 8 in the parish of Saint Woollos over the said South Wales Railway and such bridge shall be so reconstructed as to support any vehicle of a weight when loaded of 16 tons and having when loaded a weight on any axle of not exceeding 8 tons and shall be of a clear width between the parapets of not less than 40 feet which parapets shall not be less than 4 feet 6 inches in height above the level of the roadway and the Company shall also construct approaches to the bridge on each side which approaches shall be of a clear width between the fences thereof of not less than

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40 feet and shall be on a gradient not steeper than 1 in 20 Provided always that the owners shall permit the Company to raise the levels of the existing road to such extent as may be necessary for the reconstruction of the widened and lengthened bridge Provided further that during the widening and lengthening of the said bridge the Company shall be at liberty to close the roadway thereover for such time as may be necessary for the execution of the works:

- (2) The Company shall to the reasonable satisfaction of the owners make up and metal a roadway over the said bridge and the approaches thereto of a width of not less than 28 feet and form and gravel footpaths on either side of such roadway of a width of 6 feet each and erect on each side of such approaches post and rail fences not less than 4 feet in height above the level of the footpath and on the completion of such roadway and footpaths the owners shall repay to the Company one half of the cost of the making up and metalling or gravelling of the roadway and footpaths on the approaches:
- (3) The structure of the said bridge shall be repaired and maintained by and at the expense of the Company but the approaches thereto and the roadway over the said bridge and approaches and the fences on such approaches shall after completion and until adopted by the local authority as a highway repairable by the inhabitants at large be repaired and maintained by and at the expense of the owners:
- (4) In lieu of constructing bridges to carry the said railway over the accommodation roads respectively numbered on the deposited plans 12 13 and 23 in the parish of Duffryn the Company shall contemporaneously with the construction of the said railway at their own expense and to the reasonable satisfaction of the owners construct or execute the following works (that is to say):—

(a) A subway under the said railway in such a position at or near the junction of the properties numbered on the deposited plans 15 and 18 in the said parish as may be reasonably approved by the

owners Such subway shall be of a clear width between the abutments thereof of not less than 40 feet and of a clear headway throughout above the level (which level shall be not less than 22 feet above Ordnance datum) of the road to be formed through such subway as hereinafter mentioned of not less than 15 feet and shall be so constructed as to prevent as far as is reasonably practicable the dripping of water therefrom on to the roadway beneath and shall after construction be maintained by the Company to the reasonable satisfaction of the owners;

(b) An approach to such subway from the existing occupation bridge carrying the road numbered 12 in the said parish of Duffryn over the South Wales Railway Such approach shall be of a clear width between the fences thereof of not less than 15 feet and shall be on a gradient not steeper than 1 in 20;

(c) An occupation road along the eastern side of the said railway leading from such subway to the said Road No. 12 Such occupation road shall be of a clear width of not less than 15 feet and at a level of not less than 22 feet above Ordnance datum;

(d) A diversion of the said Roads Nos. 13 and 23 so as to carry the same along the eastern side of the said railway to the roadway to be constructed by the Company under the said subway as hereinafter described Such diversion shall be carried out so that the diverted portion of the said Roads Nos. 13 and 23 shall be of a width of not less than 10 feet and shall be provided at or about half the length thereof with a passing place of a width of not less than 15 feet and shall be at a level of not less than 22 feet above Ordnance datum:

- (5) The Company shall to the reasonable satisfaction of the owners form and construct a roadway suitable for the purposes of an accommodation road under the said subway and on the said approach thereto and on the said occupation road and on the diverted portion of

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the said Roads Nos. 13 and 23 and the Company shall to the like satisfaction erect on each side of the said approach and diverted portion of road post and rail or post and wire fences not less than 4 feet in height above the level of the roadway :

(6) The owners shall grant to the Company free of cost the necessary easements for the purposes of the construction of (A) the respective approaches to the said bridge mentioned in subsection (1) hereof and to the subway mentioned in subsection (4) (a) hereof and (B) the said occupation road mentioned in subsection (4) (c) hereof and (C) the diversion of the said Roads Nos. 13 and 23 but such approaches occupation road and diverted portion of road when constructed by the Company shall vest in and be the absolute property of the owners and shall thereafter be maintained by them :

(7) The owners shall be at liberty at any time on giving to the Company three months' notice in writing of such their intention to construct at their own expense and in such position as may be agreed between themselves and the Company or in case of failure to agree as may be determined by arbitration as hereinafter provided a new bridge over the said South Wales Railway at or near the point where the accommodation road numbered on the deposited plans 12 in the parish of Duffryn crosses that railway :

Such new bridge shall be constructed of such dimensions and materials and in accordance with such plans sections and specifications as may be agreed between the owners and the Company or as failing agreement shall be determined by arbitration as hereinafter provided and the works shall be carried out under the superintendence and in accordance with the reasonable requirements of the engineer of the Company and to his reasonable satisfaction and the said bridge shall be maintained and repaired by and at the expense of the owners Provided always that in the event of the owners giving such notice as aforesaid the Company may if they so elect themselves construct maintain and repair the said new bridge at the expense of the owners :

- (8) The owners their lessees and tenants and all persons authorised by them or any one of them and when required by the owners or when the road on each side of the bridge or subway as the case may be in this subsection mentioned shall be dedicated to the public the general public shall be entitled at all times and for all purposes to pass over or under the said Railway No. 7 and/or the said South Wales Railway by means of the bridge to be reconstructed under subsection (1) hereof and the subway to be constructed under subsection (4) (a) hereof and any bridge which may be constructed under subsection (7) hereof:
- (9) The Company shall at all reasonable times and so far as is reasonably practicable permit the owners to construct lay down place and maintain all such drains water gas and other pipes and electric and other wires and cables as they may reasonably require on or over the said bridges mentioned in the last preceding subsection or through the said subway provided that the same are constructed laid down placed and maintained without unreasonably interfering with the structures of the said bridge or appliances of the Company and under the superintendence and to the reasonable satisfaction of the Company's engineer and the owners shall to the like satisfaction make good any damage caused thereby to the railway or other works of the Company:
- (10) Nothing in this Act contained shall empower the Company to stop up and discontinue the occupation road and footpath numbered on the deposited plans 25 in the parish of Rogerstone and in constructing any works thereover the Company shall at their own expense and to the reasonable satisfaction of the owners extend the subway carrying that road and footpath under the Monmouthshire (Western Valleys) Railway so far as may be necessary to preserve such road and footpath Such extension of the said subway shall be of the same width as that of the existing subway and the diversion and alteration of the portion of the said road and footpath consequent on the extension of such subway and which may be made at an angle to the existing occupation road and footpath shall

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have a gradient not steeper than 1 in 10 and shall be of a width of not less than 15 feet. In extending the said subway the Company shall provide two light spaces each of the whole span of the subway and of a width of not less than 3 feet:

(11) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not without the consent in writing of the owners enter upon take use or appropriate any part of the private road of the owners numbered on the deposited plans 45 46 and 47 in the said parish of Rogerstone or of the roadway giving access thereto and numbered 44 in the said parish but the owners shall grant to the Company on such terms as may be agreed or failing agreement determined by arbitration as hereinafter provided a right of way for all purposes of the Company's traffic over the said private road and roadway:

(12) If any difference shall arise under this section between the Company and the owners or the owners and the Company's engineer such difference shall be referred to and settled by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Barry Railway Company.

48. The Company shall not construct any works on the lands which they are by this Act authorised to acquire and numbered on the deposited plans 22 and 23 in the parish and urban district of Risca which may prevent or prejudicially affect the carrying out by the Barry Railway Company of their obligations under the agreement between the Company and the Barry Railway Company dated the twenty-first day of June one thousand nine hundred and ten.

For protection of Southwood Jones and Company Limited.

49. For the protection of Southwood Jones and Company Limited (hereinafter referred to as "the limited company") the following provisions unless otherwise agreed upon in writing between the limited company and the Company shall apply and have effect (that is to say):—

(1) The lands in the parish and urban district of Risca on the southern side of the Nine Mile Point Branch

Railway of the Company to be acquired from the limited company under the provisions of this Act shall be used only for the purpose of widening the said Nine Mile Point Branch Railway and for altering the curve of the Company's branch railway (in this section called "the branch railway") giving access from the said Nine Mile Point Branch Railway to the brick works and quarry of the limited company and necessary works in connection therewith:

- (2) The Company shall carry out the said widening and works connected therewith so as not to obstruct impede or interfere further than may be necessary with the passage of the traffic of the limited company over the branch railway:
- (3) The limited company and their successors shall have the right to the same facilities for the passage of their traffic over the branch railway when altered as they are now entitled to or enjoy in respect of the existing branch railway:
- (4) If any difference shall arise between the Company and the limited company respecting the matters aforesaid or any of them such difference shall be settled by an engineer to be appointed by agreement or in default of agreement by the President of the Institution of Civil Engineers at the request of either party and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

50. For the protection of the Alexandra (Newport and South Wales) Docks and Railway Company (hereinafter in this section called "the Alexandra Company") the following provisions shall unless otherwise agreed upon in writing between the Company and the Alexandra Company have effect (that is to say):—

For protection of Alexandra (Newport and South Wales) Docks and Railway Company.

- (1) In constructing the Railway No. 7 (Ebbw Junction Loop) by this Act authorised across the dock feeder of the Alexandra Company numbered 3 in the parish of Saint Woollos in the rural district of Saint Mellons on the deposited plans the Company shall carry out any works which may be necessary to strengthen or support the said dock feeder by reason of the construction of the said railway and such works shall be carried out in accordance with plans sections and particulars previously submitted to and reasonably

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approved by the Alexandra Company Provided always that if within 28 days after the receipt of such plans the Alexandra Company have not approved thereof then such works shall be carried out in accordance with plans sections and particulars to be at the request of either party referred to and determined by an arbitrator to be appointed on the application of either the Company or the Alexandra Company by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889 :

- (2) The Company shall not enter upon take or use any greater portion of the lands numbered on the deposited plans 1 and 2 in the parish and urban district of Risca and which the Company are by this Act authorised to purchase and acquire than the areas respectively coloured pink hatched red and coloured blue on the plan signed by William Wylie Grierson on behalf of the Company and by Robert Elliott Cooper on behalf of the Alexandra Company and the Company shall if and when required by the Alexandra Company grant to that company free of charge an easement in perpetuity over so much of the land coloured pink on the said plan as may be necessary to enable the Alexandra Company to construct the railways Nos. 1 and 2 authorised by the Alexandra (Newport and South Wales) Docks and Railway Act 1911 :
- (3) Nothing in this Act shall affect or prejudice the grant of easement dated the seventeenth day of October one thousand eight hundred and seventy-three between the Company and the Alexandra (Newport) Dock Company now the Alexandra Company in so far as the same relates to the lands numbered respectively 1 in the parish and county borough of Newport and 7 in the parish of Saint Woollos in the rural district of Saint Mellons on the deposited plans for Railway No. 6.

For protec-
tion of West-
ern Valleys
(Mon.)
Sewerage
Board.

51. The following provisions for the protection of the Western Valleys (Monmouthshire) Sewerage Board (in this section referred to as "the board") shall unless otherwise agreed between the Company and the board apply and have effect (that is to say) :—

- (1) Subject as hereinafter provided if in constructing Railway No. 8 or the widening of the Pennar Branch Railway of the Company or in executing any works situated on the northern portion of the lands at Cross Keys the same are intended to cross or overlie any existing brick concrete or stoneware sewer of the board the Company shall either divert such sewer or substitute therefor a steel pipe of the same internal diameter founded on and surrounded by Portland cement concrete and such diversion or substitution shall be according to plans and sections to be previously submitted to and reasonably approved by the engineer to the board and the work shall be carried out to the reasonable satisfaction in all respects of such engineer :
- (2) Subject as hereinafter provided in constructing the widening on the eastern side of the bridge which carries the Monmouthshire (Western Valleys) Railway of the Company over the River Ebbw at or near Crumlin Viaduct the Company shall submit to the board's engineer particulars of such works and the Company shall make such provision for the protection of the board's sewer as shall be reasonably demanded by their engineer :
- (3) If in carrying out the diversion of the River Ebbw in the parishes of Abercarn and Llanhilleth by this Act authorised the Company interfere with the existing sewer of the board they shall divert the sewer clear of such river diversion and shall provide where requisite substitutes for the existing manholes and storm water overflow according to plans and sections to be previously submitted to and reasonably approved by the board's engineer :
- (4) If the existing sewer is not actually interfered with by the river diversion but the river is diverted nearer to the sewer than at present the Company shall protect the bank of the river where cut away by proper slag packed slopes and shall afterwards maintain such slopes so as to prevent as far as reasonably practicable any scouring away of the river bank :
- (5) The Company shall take all reasonable precautions and do and maintain all such works as may be necessary

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for preventing as far as possible any injury to the works and property of the board and sewers connected thereto and shall also at all times make good all damage which may be occasioned by the operations or works of the Company to the reasonable requirements and satisfaction of the engineer of the board:

- (6) In constructing any of the works by this Act authorised the Company shall before interfering with any man-hole giving access to any sewer of the board give to the board fourteen days' notice in writing of their intention so to do and shall make proper alterations to such manhole or provide such substitute therefor as will give reasonable access to the said sewer:
- (7) If the Company their agents workmen or contractors shall in the execution of any works authorised by this Act hinder or interfere with or obstruct or render more difficult or costly the maintenance of any existing sewer or works of the board the Company shall on demand pay to the board such additional cost of maintenance as may be reasonably incurred in consequence thereof:
- (8) The Company shall at all reasonable times permit the board their officers agents servants workmen and contractors with or without material to have free and uninterrupted access to any part of the sewer and works connected therewith which lie within the boundaries or limits of the property of the Company:
- (9) The Company in carrying out the diversion strengthening substitution or reconstruction of the board's sewers shall take all possible precaution for preventing any material interruption in the flow of sewage through such sewers and sewers connected thereto:
- (10) The Company shall pay on demand to the board the reasonable costs incurred by the board in watching and superintending the diversion strengthening substitution or reconstruction of the board's sewers by the Company and the execution of any works of the Company over under or adjacent to any sewer or works of the board:
- (11) If any difference shall arise between the Company and the board touching anything to be done or not to

be done under the powers of this section such difference shall be settled by an engineer appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889:

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- (12) The provisions of this section shall not extend or apply to any sewer laid down by the board under or along the property of the Company under the provisions of any agreement between the Company and the board but where any such sewer is diverted altered or in any way interfered with in the exercise of the powers of this Act the provisions of the agreement shall apply to such diversion alteration or interference.

52. For the protection of the urban district council of Abercarn (in this section referred to as "the Abercarn Council") the following provisions shall unless otherwise agreed in writing between the Abercarn Council and the Company have effect (that is to say):—

For protection of Abercarn Urban District Council.

- (1) Notwithstanding anything shown on the deposited plans the Company shall not take or acquire any greater portion of the lands numbered on the deposited plans 16 in the parish of Abercarn lying on the eastern side of the railway by Crumlin Station than is coloured red upon a plan signed by William Wylie Grierson on behalf of the Company and John Williams on behalf of the Abercarn Council;

In the event of the land shown on the said plan being taken by the Company the Company shall extend the football enclosure for a distance of 50 feet southwards in the manner shown by red lines on the said plan and at their own cost make such extension suitable for playing football and all such work shall be done to the reasonable satisfaction of the council. The Company will also at the request of the council erect a ballast wall on the bank of the River Ebbw on the south-eastern side of the said extended enclosure so as to give an additional width of at least six feet to the field or recreation ground.

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known as Kay's field as the same is shown upon the plan signed as aforesaid:

- (2) Proper access not less than 12 feet in width to Kay's field shall be afforded by the Company:
- (3) Before constructing the diversion of the River Ebbw the Company shall submit to the Abercarn Council for their approval a plan and section of the proposed diversion and the diversion shall only be constructed in accordance with the plan and section so approved and to the reasonable satisfaction of the surveyor to the Abercarn Council:
- (4)—(a) If the Company shall under the provisions of this Act acquire land lying on the north-west side of the Taff Vale Extension Railway and between points respectively about 6 chains south-west and 28 chains north-east of Pennar Junction they shall before laying down any line or lines of rails thereon extend the existing footbridge over the said railway across the said lines of rails;
- (b) The Company shall give to the Abercarn Council two months' notice of their intention to construct the said extension of the said footbridge and the Abercarn Council may within such period or at any time prior to such notice by the Company themselves give notice that they require a road bridge to be constructed in lieu of the existing or extended footbridge and the Company shall construct a road bridge on the site of such footbridge across the said railway and any lands acquired as the Abercarn Council may reasonably require and the cost thereby incurred and the cost of maintaining the said bridge shall be borne by the Abercarn Council;
- (c) The Company shall contribute towards such cost such a sum as shall represent the cost to them of forthwith on receipt of such notice from the council constructing and thereafter maintaining the said extension and reconstructing and thereafter maintaining the existing footbridge less the value of the life at such date of the said footbridge:
- (5) If any difference shall arise between the Company and the Abercarn Council respecting any matter

under this section the same shall in default of agreement be determined by an engineer to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall extend and apply to the determination of such difference.

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53. Notwithstanding anything shown on the deposited plans and sections the following provisions for the protection of the urban district council of Abersychan (in this section referred to as "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

For protection of Abersychan Urban District Council.

(1) The Company shall reconstruct the bridge carrying the public highway leading from Varteg Hill to Talywain over the Company's Cwm Frwyd Branch Railway in the parish and urban district of Abersychan so that the said bridge and the approaches thereto shall be of a width of 15 feet between the parapets and so that the gradient of the western approach to the said bridge shall not be steeper than 1 in 20 and that the gradient of the eastern approach to the said bridge shall not be steeper than 1 in 10:

(2) Any difference which may arise under the provisions of this section between the council and the Company shall be referred to and determined by an engineer to be agreed on between the council and the Company or failing agreement by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

54.—(1) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not enter upon take use or in any way interfere with any lands or other property of the Varteg Deep Black Vein Collieries Limited (hereinafter referred to as "the collieries company") except with the consent of the collieries company or except as hereinafter mentioned.

For protection of Varteg Deep Black Vein Collieries Limited.

(2) The Company may acquire and the collieries company shall if so required by the Company grant to the Company an easement for constructing upon so much of the lands of the collieries company as it will be necessary to use for such

A.D. 1912. purpose the slopes of the approaches to the bridge the structure of which is to be of a width of 15 feet carrying the road leading from Varteg Hill to Talywain over the Company's Cwm Frwyd Branch Railway in accordance with the provisions of the section of this Act of which the marginal note is "For protection of Abersychan Urban District Council" and the Company shall pay to the collieries company for the acquisition of such easement such sum as may be agreed or failing agreement may be determined in accordance with the provisions of the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of lands otherwise than by agreement.

For protection of Territorial Force Association county of Monmouth.

55. For the purpose of protecting the drill hall and property belonging to the Territorial Force Association of the county of Monmouth at Crumlin in the parish and urban district of Abercarn more particularly shown on the plan hereinafter mentioned and of securing to the said association a right of sufficient access thereto it is hereby provided that notwithstanding anything in this Act or in the deposited plans and books of reference contained the land to be taken by the Company on the western side of the said drill hall and property shall not save as provided in this section extend to the eastward of the red line shown on the plan signed by William Wylie Grierson on behalf of the Company and by the chairman of the Territorial Force Association of the county of Monmouth on behalf of the association which plan signed in duplicate by the Right Honourable the Earl of Donoughmore the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred one copy of which has been deposited in the Parliament Office of the House of Lords and one copy in the Private Bill Office of the House of Commons and that the western enclosure wall of the said property shall be set back as indicated by the blue dotted lines on the said plan and the Company shall pay to the association in respect of the land so to be thrown into the approach road which land is shown coloured pink on the plan hereinbefore referred to such sum as may be assessed by the land agent and valuer to the War Department for the time being and also shall pay to the association the cost of all such alterations as may be required to the approaches and entrances to the said property including the pulling down and rebuilding of so much of the western enclosure wall of the said property as the association shall require and that the association shall so far as may be

necessary be entitled to a right of way for all purposes over the station road connecting with the said approach road on the north side for the purpose of access to the said drill hall and property or any future extensions thereof and the Company and the association may enter into all such agreements and execute all such documents as may be necessary for carrying out the provisions of this section with any such modifications as may be agreed. Save as hereinbefore provided nothing in this Act or in the deposited plans sections and books of reference contained authorises the Company to enter upon use or interfere with any land soil or water or any right in respect thereof vested in or exercised or exercisable by the association or to take away lessen prejudice or alter any of the rights privileges or powers vested in or exercised or exercisable by the association without the previous consent signified in writing of the association which consent the association are hereby authorised to give subject to such special conditions as they shall see fit to impose on the Company.

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56. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions for the protection of the urban district council of Margam (in this section referred to as "the council") shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say):—

For protec-
tion of Mar-
gam Urban
District
Council.

(1) In executing any works on the lands at Taibâch in the parish and urban district of Margam which the Company are by this Act authorised to acquire they shall widen the bridges carrying the South Wales Railway of the Company over the roads marked A B and K respectively on the plan signed in duplicate by William Wylie Grierson on behalf of the Company and by John Cox on behalf of the council. Such widenings shall be constructed with spans and headways not less in each case than those of the existing bridges and such widenings shall not extend to a greater width than 20 feet on the north-eastern side and 35 feet on the south-western side of the said existing bridges:

(2) For the purpose of the said widenings the Company may lower to such extent as may be necessary the roads under the said bridges and widenings thereof provided that the said roads shall not be lowered at

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- any point below the lowest level in each case of the said roads under the existing bridges and that the gradients shall not be steeper than 1 in 20 except in the case of the road on the north-eastern side of the said bridge at the point marked A on the said plan where the gradient shall not be steeper than 1 in 9·4 :
- (3) The Company may close stop up and fill in the subway which carries the said railway over the road and footpath at the point marked C on the said plan provided that before doing so they shall to the reasonable satisfaction of the council strengthen or divert all sewers mains and pipes belonging to the council laid in or under the said subway or in or under any lands purchased or to be purchased by the Company adjoining such subway which may be interfered with and shall to the like satisfaction construct where necessary on either side of the said railway when widened suitable and sufficient man-holes for the purpose of affording access to such sewers mains and pipes :
- (4) In the event of the Company purchasing the lands numbered respectively 22 23 24 25 and 26 on the deposited plans they may stop up and discontinue so much of the public footpath leading from Mill Row to the south-east end of Cotton Row in the parish of Margam and numbered 17 on the deposited plans as lies on the south-western side of the said subway at the point marked C on the said plan and also the public highway affording access to the eastern end of Cotton Row and numbered 27 on the deposited plans :
- (5) The Company shall not enter upon take use or appropriate so much of the lands numbered on the deposited plans 48 and 53 respectively in the parish of Margam as is coloured blue on the said plan Provided always that the Company may construct to the reasonable satisfaction of the council under such lands footings for any retaining wall that they may require to construct along the existing boundary of their property :
- (6) The Company shall not break up any street or raise sink or alter the position of any sewer drain or

water-course or any gas water or electric mains pipes services or apparatus of the council until they shall have given to the clerk to the council seven clear days' notice in writing of their intention to commence the intended works accompanied by plans sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains water-courses gas water and electric mains pipes services and apparatus proposed to be so interfered with:

- (7) The Company in carrying out any works on lands to be acquired under the powers of this Act shall make good all damage which may be caused to or may be the consequence of any interference with any sewer drain or water-course or to any gas water or electric main pipe service or apparatus of the council:
- (8) Whenever it may be necessary to intercept or remove or displace any sewer or drain the Company shall before intercepting removing or displacing such sewer or drain construct according to a plan to be reasonably approved of by the council another sewer or drain in lieu of and of equal capacity to the sewer or drain so proposed to be intercepted or removed or displaced and such substituted sewer or drain shall be connected by the council at the expense of the Company with the existing sewer or drain in such manner as shall be reasonably approved by the council:
- (9) If it shall be necessary to construct any works on lands to be acquired under the powers of this Act over any sewer drain gas water or electric main belonging to the council provision shall be made to the reasonable satisfaction of the council for protecting such sewer drain gas water or electric main from injury and for affording convenient access thereto for the purpose of examination alteration renewal or repair:
- (10) If by reason of the execution of any of the powers of this Act or the carrying out of any works on lands to be acquired under the powers of this Act the council shall necessarily incur any cost in altering or removing any existing sewer drain gas water or

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electric main or apparatus the Company shall repay such cost to the council:

- (11) Any difference which may arise between the council and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

For protec-
tion of
Messrs.
Vivian and
Sons.

57. Notwithstanding anything in this Act contained or shown upon the deposited plans the following provisions for the protection of William Graham Vivian and Colonel Sir Arthur Pendarves Vivian K.C.B. the proprietors of the Margam Copper Works and the Morfa Colliery at Port Talbot in the urban district of Margam in the county of Glamorgan (who with their heirs executors administrators and assigns lessees and licencees and other or others the proprietor or proprietors of the said Margam Copper Works and Morfa Colliery are in this section referred to as "the owners") shall unless otherwise agreed in writing between the Company and the owners apply and have effect (that is to say):—

- (1) In executing any works on the lands at Taibâch in the parish and urban district of Margam which the Company are by this Act authorised to acquire they shall widen the bridges carrying the South Wales Railway of the Company over the tramways at the points marked D E and G respectively on the plan signed by William Wylie Grierson on behalf of the Company and by Major Thomas Gray on behalf of the owners. Such widenings shall be constructed with spans and headways not less in each case than those of the existing bridges at the point where the widening adjoins the same and such widenings shall not extend to a greater width than 20 feet on the north-eastern side and 35 feet on the south-western side of the said existing bridges:
- (2) The Company shall be at liberty to stop up and fill in the subways under the said railway at the points marked C F H and J respectively:

- (3) For the purpose of the said widenings the Company may lower to such extent as may be necessary and with such levels as may be reasonably approved by the owners the tramways under the said bridges and widenings Provided that the Company shall construct the widened portions of the said bridges with the same soffit level as that of the adjoining existing bridge in each case: A.D. 1912.
- (4) The bridges in subsection (1) of this section referred to shall at all times be kept open and all private or other rights of way or easements through or under the same shall be preserved:
- (5) Before closing and stopping up the said subways at the points marked F and J respectively the Company shall at their own expense and to the reasonable satisfaction of the owners strengthen or divert the pipes and drains belonging to the owners which are laid in and under the said subways and in and under any lands purchased or to be purchased by the Company adjoining such subways which may be interfered with and shall at the like expense and to the like satisfaction construct where necessary on either side of the said railway when widened proper and sufficient manholes for the purposes of affording access to such pipes and drains:
- (6) Nothing herein contained shall prejudice abridge or affect the rights of the owners for compensation for land or easement acquired from or injury occasioned to them for or in consequence of the works or operations of the Company:
- (7) Any difference which may arise between the owners and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

58.—(1) The Company shall forthwith after the passing of this Act reconstruct the bridge carrying their railway over Whitehouse Road in the borough of Swindon and also the bridge

Reconstruction of bridges over Whitehouse

A.D. 1912. carrying the siding leading to their waggon works over the said
Road Swin- road.
don.

(2) The mayor aldermen and burgesses of the borough of Swindon shall contribute and pay towards the cost of the reconstruction of the said bridges the sum of five thousand pounds of which one thousand pounds shall be paid on the first day of October one thousand nine hundred and twelve and the balance of four thousand pounds immediately on the completion of the reconstruction of the said bridges.

For protec-
tion of Cor-
poration of
Swindon.

59. In the execution of the reconstruction of the bridges mentioned in the section of this Act of which the marginal note is "Reconstruction of bridges over Whitehouse Road Swindon" the following provisions for the protection of the mayor aldermen and burgesses of the borough of Swindon (in this section called "the corporation") shall unless otherwise agreed between the corporation and the Company have effect (that is to say):—

- (1) In carrying out the reconstruction of the said bridges the Company shall construct the same in accordance with the plan and section signed by William Wylie Grierson on behalf of the Company and Henry Joseph Hamp on behalf of the corporation:
- (2) The corporation shall so far as possible concurrently with and in any event not later than three months after the completion of the reconstruction of the said bridges lower the level of the roadway as shown on the said plan and section and form and make up the roadway under those bridges to the width of thirty feet and shall thenceforth maintain the same as a public highway repairable by the inhabitants at large:
- (3) If in the reconstruction of the said bridges the Company shall interfere with or injure any gas or water mains or pipes or any sewers or drains all alterations of or making good the same and all additional mains and pipes rendered necessary in consequence thereof shall be made and laid at the expense of the Company by the corporation in accordance with plans to be previously submitted by the corporation to and reasonably approved by the engineer of the Company Provided that if he fail to signify his approval or disapproval or to state his requirements with respect to such plans within twenty-one days after such

submission he shall be deemed to have approved thereof The corporation shall at their own expense carry out any such alterations and provide any such additional mains and pipes as may be necessitated by the works to be executed by them under this section:

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- (4) The reconstruction of the said bridges shall be executed and maintained so as to prevent as far as reasonably possible the dripping of water therefrom:
- (5) The Company shall commence the reconstruction of the said bridges immediately after the passing of this Act and shall complete the same within one year thereafter:
- (6) In case of any difference arising between the Company and the corporation with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed (unless otherwise agreed upon) by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889:
- (7) The corporation may borrow the said sum of five thousand pounds for the purpose of the said contribution towards the reconstruction of the said bridges and the sum of one thousand pounds for defraying the cost of making forming and levelling the said Whitehouse Road to a width of thirty feet between the points and on the line marked A and B on the plan referred to in subsection (1) of this section on the security of the borough fund and the borough rate of the borough and the provisions of sections 236 237 238 and 239 of the Public Health Act 1875 shall be applicable to the mortgages made by the corporation under this section The corporation shall pay off the moneys borrowed by them under this section within the following periods the sum of five thousand pounds within forty years and the sum of one thousand pounds within fifteen years from the borrowing of the same respectively in accordance with the provisions of the Public Health Act 1875 as if the same were borrowed under that Act The corporation

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shall make an annual return to the Local Government Board with regard to the repayment of the said moneys and the provisions of section 70 of the Swindon Water Act 1894 shall extend and apply mutatis mutandis to and in relation to such return.

Expenses of local authorities.

60. Any expenses incurred by a local authority under and for any of the purposes of this Act shall except where otherwise expressly provided be deemed to be in the case of a county council expenses under and for the purposes of the Local Government Act 1888 and in the case of any other local authority expenses under and for the purposes of the Public Health Act 1875.

Provision as to certain common lands.

61. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not purchase or acquire any greater areas of the following common or commonable lands than the areas hereinafter mentioned (that is to say):—

Parish or Parishes.	Description of Common Land.	Area to be taken.
Rhyndwelydach and Mawr -	Mynydd Gelli-Wastad Common -	$\frac{1}{2}$ acre.
Rhyndwelydach - - -	Mynydd Y Gwair Common -	$2\frac{1}{2}$ acres.
Rhyndwelydach - - -	Mynydd Carn-Llechart Common	1 acre.
Bettws - - - - -	Mynydd Bettws Common - - -	1 acre.
Churston Ferrers - - -	Galampton Warborough Common	20 perches.

And the Company shall before entering upon the said lands forming part of Galampton Warborough Common in lieu of paying compensation therefor add to the said common adjoining lands belonging to the Company or acquired by them for that purpose being of equal area with the portion of the said common required to be taken by them as aforesaid and such lands shall be thrown into and form part of the common and shall be subject to the common and other rights now enjoyed over or in respect of the said portion :

For the purpose of providing lands to be added to the said common lands under this section the Company may subject to the provisions of this Act enter upon take and use any of the lands delineated on the deposited plans and described in the deposited books of reference.

Power to Joint Companies to construct works.

62. Subject to the provisions of this Act the Joint Companies or either of them with as between themselves the consent of the other may make and execute in the lines and according

to the levels shown upon the deposited plans relating thereto the works and exercise the powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for that purpose (that is to say):—

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In the parish of Sutton in the rural district of Atcham in the county of Salop the lengthening at both ends of the bridge which carries the road leading from Meole Brace to Sutton over the said Shrewsbury and Hereford Railway:

In the parish of Saint Julian in the borough of Shrewsbury in the county of Salop the lengthening at the western end of the bridge which carries the Shropshire and Montgomeryshire Light Railway over the said Shrewsbury and Hereford Railway.

63. For the protection of the Shropshire Railways Company (in this section referred to as "the Shropshire Company") the following provisions shall unless otherwise agreed in writing between the Shropshire Company and the Joint Companies have effect (that is to say):—

For protection of Shropshire Railways Company.

(1) Notwithstanding anything contained in this Act or shown on the deposited plans the Joint Companies shall not purchase take use enter upon or in any way interfere with either temporarily or permanently any land railway or work belonging to the Shropshire Company except only so far as may be necessary for the purpose of widening the Shrewsbury and Hereford Railway of the Joint Companies where that railway passes under the railway of the Shropshire Company:

(2) With respect to any land railway or work belonging to the Shropshire Company which the Joint Companies are by this Act authorised to take use enter upon or interfere with the Joint Companies shall not purchase or take the same but they may purchase and take and the Shropshire Company shall sell and grant an easement or right of using such land railway or work for the purpose aforesaid. The amount to be paid by the Joint Companies to the Shropshire Company for any such easement or right as aforesaid shall be settled in case of dispute in manner provided by the Lands Clauses Act with respect to the purchase and taking of lands otherwise than by agreement:

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- (3) The lengthening of the said bridge under the powers of this Act shall be effected in accordance with plans sections and specifications to be previously submitted to and reasonably approved of by the engineer of the Shropshire Company. Provided always that if the said engineer shall not within one month after any such plans sections or specifications shall have been submitted for his approval have disapproved the same he shall be deemed to have approved the plans sections and specifications as submitted but that if he shall within the said period have disapproved the said plans sections and specifications the lengthening of the said bridge shall be executed according to plans sections and specifications to be settled by arbitration as hereinafter provided:
- (4) The Joint Companies shall not in any manner in lengthening the said bridge obstruct or interfere with the free uninterrupted and safe user of the railway and works of the Shropshire Company or any traffic thereon and shall during the execution or repair of any of their works execute all such temporary works as the Shropshire Company may reasonably require for the purpose of avoiding risk to the railway or works of the Shropshire Company or interruption of the traffic thereon:
- (5) The Joint Companies shall bear and from time to time on demand pay to the Shropshire Company the cost reasonably incurred by that company after the lengthening of the said bridge under the powers of this Act in maintaining and repairing the lengthened portion of the said bridge as so lengthened and the same shall be maintained by the Shropshire Company as part of the existing bridge in accordance with the provisions of section 12 of the Potteries Shrewsbury and North Wales Railway Act 1868:
- (6) The Joint Companies shall bear and on demand pay to the Shropshire Company the expense of the employment by the Shropshire Company with reference to and during the lengthening of the said bridge of a sufficient number of inspectors watchmen and signalmen to be appointed by the Shropshire Company for watching and signalling the same and for preventing as far as may be all interference obstruction danger and accident from any of the operations or

from the acts or defaults of the Joint Companies or their contractors or any person in the employ of the Joint Companies or of their contractors with reference thereto or otherwise: A.D. 1912.

(7) If by reason of the execution of the lengthening of the said bridge or any proceedings of the Joint Companies in connection therewith or the failure of any such works or any act or omission of the Joint Companies or of their contractors or of any person in the employ of the Joint Companies or of their contractors or otherwise in the execution of the said works any railway or other work of the Shropshire Company shall be injured or damaged such injury or damage shall be forthwith made good by the Joint Companies at their own expense or in the event of their failing so to do then the Shropshire Company may make good the same and recover the expense thereof from the Joint Companies and if any interruption shall be occasioned to the traffic of or upon any such railway or other work of the Shropshire Company by reason of any of the matters or causes aforesaid the Joint Companies shall pay to the Shropshire Company full compensation for all costs and expenses to which the Shropshire Company may be put in regard thereto:

(8) If any difference shall arise between the Shropshire Company and the Joint Companies under this section the same shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

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

In the county of Salop—

Certain lands in the parish of Stokesay in the rural district of Ludlow lying on and adjoining the eastern side of the

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said Shrewsbury and Hereford Railway and at and near Craven Arms and Stokesay Station;

Certain lands in the parish of Saint Julian in the borough of Shrewsbury and in the parish of Sutton in the rural district of Atcham lying on and adjoining both sides of the said Shrewsbury and Hereford Railway and between points respectively about 5 chains north-east and 63 chains south-west of the bridge carrying the Shropshire and Montgomeryshire Light Railway over the said railway;

Certain lands in the parish of Burford in the rural district of Burford lying on and adjoining the north-western side of the said Shrewsbury and Hereford Railway and at and near Tenbury Station;

Certain lands in the parish of All Stretton in the rural district of Church Stretton lying on and adjoining the western side of the said Shrewsbury and Hereford Railway and between points respectively about 4 chains and 20 chains north of the bridge (known as All Stretton Bridge) carrying the road leading from Shrewsbury to Church Stretton over that railway:

In the county of Hereford—

Certain lands in the parish of Holmer (Within) in the borough of Hereford lying on and adjoining the eastern side of the said Shrewsbury and Hereford Railway and extending from School Lane to College Road.

For protection of corporation of Shrewsbury.

65. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions for the protection of the mayor aldermen and burgesses of the borough of Shrewsbury (in this section referred to as "the corporation") shall unless otherwise agreed between the Joint Companies and the corporation apply and have effect (that is to say):—

- (1) Contemporaneously with the execution of any works on the lands in the parish of Saint Julian in the borough of Shrewsbury adjoining the footpath numbered 2 and 13 on the deposited plans which the Joint Companies are by this Act authorised to acquire they shall erect to the reasonable satisfaction of the corporation and thereafter maintain a footbridge 4 feet in width with proper steps and approaches across the Shrewsbury

and Hereford Railway and the said works at or adjoining the level crossing by the said footpath of that railway but the Joint Companies shall not be responsible for the lighting or sanding when necessary of the said footbridge: A.D. 1912.

- (2) From and after the completion and opening of the said footbridge the Joint Companies may stop up and discontinue the said level crossing:
- (3) Any difference which may arise between the Joint Companies and the corporation as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and, subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

66. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions for the protection of the rural district council of Atcham (in this section referred to as "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):— For protection of Atcham Rural District Council.

- (1) Contemporaneously with the execution of any works on the lands in the parish of Sutton in the rural district of Atcham adjoining the footpath numbered 2 and 10 on the deposited plans which the Joint Companies are by this Act authorised to acquire they shall at their own expense construct to the reasonable satisfaction of the council a footpath three feet in width in the situation and direction shown on the plan signed by William Wylie Grierson on behalf of the Joint Companies and by Edward Percy Everest on behalf of the council in substitution for the public footpath shown on the said plan and thereon marked "Footpath to be stopped up":
- (2) In constructing any works on the lands in the said parish of Sutton across the footpath leading from Sutton Villa to Sharpstones in the rural district of Atcham and situated near the south-western boundary

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of the fields or enclosures numbered 7 and 12 on the deposited plans the Joint Companies shall widen the bridge carrying the Shrewsbury and Hereford Railway over the said footpath. Such widening shall be constructed with a clear span of six feet and with a headway not less than that of the existing bridge and shall extend for such a distance as may be reasonably necessary:

- (3) In carrying out the lengthening of the bridge which carries the road leading from Meole Brace to Sutton over the said Shrewsbury and Hereford Railway in the rural district of Atcham the Joint Companies shall alter the levels of the said road so that the same shall be level so far as it is situate upon the existing bridge and upon the structure of the lengthening thereof:
- (4) Nothing in this Act contained shall relieve the Joint Companies of the obligation to maintain the surface of the road over the bridge carrying the said road leading from Meole Brace to Sutton over the said Shrewsbury and Hereford Railway:
- (5) Any difference which may arise between the council and the Joint Companies as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

Power to
two Com-
panies to
construct
railways and
works.

67. Subject to the provisions of this Act the two Companies or either of them with as between themselves the consent of the other may make and maintain wholly in the county of Glamorgan in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways deviations and alterations of railways bridges and other works 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 (that is to say):— A.D. 1912.

A Junction Railway (No. 1) (8·30 chains in length) wholly in the parish of Coedfrank in the rural district of Neath commencing by a junction with the Rhondda and Swansea Bay Railway at a point 25 chains or thereabouts south-west of Cape Station on that railway and terminating by a junction with the Swansea and Neath Railway of the Company at a point 65 chains or thereabouts north-east of Briton Ferry Road Station on that railway:

A Junction Railway (No. 2) (8·48 chains in length) wholly in the said parish of Coedfrank commencing by a junction with the Rhondda and Swansea Bay Railway at a point 16 chains or thereabouts south-west of the said Cape Station and terminating by a junction with the said Swansea and Neath Railway at a point 74 chains or thereabouts north-east of the said Briton Ferry Road Station:

A Deviation Railway (2 furlongs and 1·58 chains in length) (being a deviation of Railway No. 2 authorised by the Great Western Railway Act 1904) wholly in the said parish of Coedfrank commencing by a junction with the said Swansea and Neath Railway at a point 65 chains or thereabouts north-east of the said Briton Ferry Road Station and terminating by a junction with the said authorised Railway No. 2 at a point 8 chains or thereabouts measured from the termination thereof as shown on the deposited plans referred to in the said Act:

In connection with the said intended junction railways and deviation railway in the said parish of Coedfrank an alteration of the levels (2 furlongs and 3·20 chains in length) of the said Swansea and Neath Railway between points respectively about 57 chains and 81 chains north-east of the said Briton Ferry Road Station and an alteration of the levels (3 furlongs and 6·18 chains in length) of the Rhondda and Swansea Bay Railway between points respectively about 39 chains and 3 chains south-west of the said Cape Station:

A Junction Railway (No. 3) (4 furlongs and 3·80 chains in length) wholly in the parish and urban district of Briton Ferry commencing by a junction with the deviation of the

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Rhondda and Swansea Bay Railway by this Act authorised at a point on the existing railway near the bridge carrying the South Wales Railway of the Company over the said existing railway near Court Sart Station and terminating by a junction with the said South Wales Railway south of the bridge carrying the South Wales Mineral Railway over the said South Wales Railway :

A Junction Railway (No. 4) (2 furlongs and 2·95 chains in length) wholly in the said parish and urban district of Briton Ferry commencing by a junction with the said deviation of the Rhondda and Swansea Bay Railway near the bridge carrying the said South Wales Railway over the said existing railway near Court Sart Station and terminating by a junction with the said South Wales Railway near the bridge carrying the South Wales Mineral Railway over the said South Wales Railway :

A Junction Railway (No. 5) (2 furlongs and 2·80 chains in length) wholly in the parish and urban district of Briton Ferry commencing by a junction with the said deviation of the Rhondda and Swansea Bay Railway near the bridge carrying the South Wales Railway of the Company over the existing railway near Court Sart Station and terminating by a junction with the South Wales Mineral Railway near the bridge carrying that railway over the said South Wales Railway :

A Deviation (7 furlongs and 1·90 chains in length) of the Rhondda and Swansea Bay Railway commencing in the parish and borough of Neath at or near the eastern end of the swing bridge carrying that railway over the River Neath and terminating in the parish and urban district of Briton Ferry at or near the bridge carrying the Company's South Wales Railway over the said railway near Court Sart Station and in connection with the said deviation in the said parish and borough and parish and urban district a Deviation (1 furlong and 3·10 chains in length) of so much of the Neath Branch of the Rhondda and Swansea Bay Railway as lies between its junction with that railway and a point 14 chains or thereabouts north thereof :

The widening on the eastern side of the bridges in the parish of Coedfrank in the rural district of Neath in the county of Glamorgan which respectively carry the

Rhondda and Swansea Bay Railway over the Tennant Canal at a point 33 chains or thereabouts north-east of Jersey Marine Station on that railway and at a point 2 chains or thereabouts south of Cape Station on that railway.

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The Rhondda Company may abandon and discontinue the maintenance and use of (1) the existing junction railway connecting the Rhondda and Swansea Bay Railway with the South Wales Railway at Court Sart (2) the existing junction railway connecting the Rhondda and Swansea Bay Railway with the South Wales Mineral Railway and (3) so much of the Rhondda and Swansea Bay Railway and of the Neath Branch of that railway as lies between the respective commencements and terminations of the said deviations of the said railway and branch or some portion or portions thereof and they may retain hold or appropriate the site and soil of the said railways and branch so far as the same are the property of the Rhondda Company for the purposes of the said junction railways and deviations and for the general purposes of the Rhondda Company or sell and dispose of the same.

68. From and after the completion and opening of Junction Railways Nos. 3 4 and 5 and the deviations of railways of the Rhondda Company by this Act authorised or any of them the same shall vest in and form part of the undertaking of that company.

Junction railways and deviations of Rhondda and Swansea Bay Railway to form part of undertaking of Rhondda Company.

69. Notwithstanding anything contained in this Act or shown upon the deposited plans or contained in the deposited books of reference the following provisions for the protection and benefit of the Briton Ferry Urban District Council (in this section called "the council") shall except so far as may be otherwise agreed between the council and the Company (which expression in this section means the Company the Rhondda Company or the two Companies as the case may require) apply and have effect (that is to say) :—

For protection of Briton Ferry Urban District Council.

(1) In widening the bridge which carries the South Wales Railway of the Company over the road connecting Regent Street East with Regent Street West in the district of the council the Company shall observe the following conditions :—

(a) Such widening shall not extend beyond the red line shown upon the plan marked A and

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signed in duplicate by Henry Alexander Clarke on behalf of the council and by William Wylie Grierson on behalf of the Company and the face lines of the abutments shall be in the positions shown by dotted red lines on the said plan marked A ;

(b) The headway under the existing bridge shall not be reduced at any point and the clear headway throughout under the widened portion of the bridge shall be at least 12 feet 10 inches ;

(c) The altered gradient of the approach roads leading to the said bridge from the easterly side thereof shall not at any point be steeper than 1 in 12·91 ;

(d) If the Company lower the roadway of Regent Street East or Railway Terrace they shall to such extent as the surveyor of the council may reasonably require and to his reasonable satisfaction lower and relay at an even gradient (not exceeding at any point $8\frac{1}{2}$ inches below the existing level of the footways) the paved footways from the point marked W to the point marked X and from the point marked Y to the point marked Z shown upon the said plan marked A ;

(e) For the purpose of providing the gradient mentioned in paragraph (c) of this subsection the Company may lower the roadway over the said sewer to any extent not exceeding $8\frac{1}{2}$ inches ;

(f) If the Company require any alteration in the roadway over the said sewer in accordance with the foregoing provisions of this subsection any alteration to the portion of the said sewer affected thereby which the council may consider necessary shall be executed by the council in such manner as they may in their absolute discretion determine at the cost in all things of the Company and the additional expense of maintaining to the satisfaction of the surveyor of the council so much of the said sewer as may be so altered shall from time to time be repaid by the Company to the council ;

(g) If by reason of the exercise of the powers of this Act any additional water shall collect under

the said bridge the Company shall at all times remove all such water in the same way as is provided by the agreement dated twenty-first day of January one thousand nine hundred and nine and made between the council and the Company :

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- (2) The Company shall not purchase or acquire any lands or construct any works east of the red edging shown on the plan marked B and signed as aforesaid and by William Sutcliffe Marsh on behalf of the Rhondda Company :
- (3) Before commencing the construction of the bridge referred to in the section of this Act of which the marginal note is "Width of roadway at Briton Ferry" the Company shall give twenty-eight days' notice in writing to the council of their intention so to do and shall (if required so to do by the council by notice in writing before the expiration of the said period of twenty-eight days) widen the existing bridges which carry Shelone Road over the Rhondda and Swansea Bay Railway and the Company's South Wales Railway to a width of 30 feet and any cost (beyond such cost as would have necessarily been incurred by the Company for the purpose of or in connection with the construction of the bridge referred to in the above-mentioned section of this Act) incurred by them in widening such bridges shall be repaid by the council to the Company :

Provided always that for the purposes of the said widening the Company may to the reasonable satisfaction of the surveyor of the council and under his superintendence raise the surface of the road over the said existing bridges at the expense of the council and the council shall repay to the Company any additional cost they may incur in maintaining the said road and the structure of the widened bridges by reason of the said widening :

- (4) The Company shall in the construction of the Junction Railways Nos. 3 4 and 5 reserve such spaces as may be necessary for the construction of the piers of a bridge for the purpose of carrying a road of such width as the council may determine but not exceeding 40 feet over the said junction railways in or near to

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the position indicated by a green line upon the said plan marked B:

- (5) The Company shall not break up or interfere with any street or road in the district of the council nor shall they construct any work over or alter or affect any sewer drain or any gas water or electricity main pipe or cable or other apparatus belonging to the council until they shall have given to the council fourteen days' notice in writing of their intention so to do and such notice shall be accompanied by plans sections and necessary particulars showing the work proposed to be executed by the Company and such work shall only be executed in accordance with such plans and sections as may be reasonably approved by the surveyor to the council and shall be executed under his superintendence (if given) and to his reasonable satisfaction but at the cost in all things of the Company Provided always that if the surveyor to the council shall not have signified his approval or disapproval of such plans and sections within twenty-eight days he shall be deemed to have approved the same:
- (6) Any street road or footpath vested in or repaired by the council which may be broken up widened or altered by the Company under the powers of this Act shall be restored or made up by and at the expense of the Company to the reasonable satisfaction of the surveyor of the council and in so far as it is restored or made up shall be maintained by them to the like satisfaction for a period of twelve months thereafter:
- (7) If in the construction of the works authorised by this Act the Company require to remove alter or interfere with any sewer drain or gas water or electricity main pipe or cable belonging to the council in such a way as (in the reasonable opinion of the council) to endanger the continuance of the passage of sewage or other matter through such sewer or drain or of the supply of gas water or electricity (as the case may be) through along or by means of such main or pipe or cable the Company shall not commence to remove alter or interfere with the same until a good and sufficient sewer drain main or pipe or other

necessary works for continuing the passage of sewage or other matter or the supply of gas water or electricity as efficiently as the same was done by means of the sewer drain main pipe or cable proposed to be removed altered or interfered with shall at the expense of the Company have been first made and laid down by them in lieu thereof and be ready for use to the reasonable satisfaction of the council or their surveyor:

- (8) The Company shall save the council harmless against all damage loss cost or expense which may be occasioned by any injury or impediment to the supply of gas water or electricity by them by reason and during the construction of the works authorised by this Act or any such works or any part thereof:
- (9) If it shall be necessary to construct any portion of the works authorised by this Act over any sewer drain gas water or electric main pipe or cable belonging to the council provision shall be made to the reasonable satisfaction of the engineer to the council for protecting such sewer gas water or electric main pipe or cable from injury and for affording reasonable access to any such sewer drain gas water or electric main pipe or cable for the purpose of examination alteration renewal or repair:
- (10) If by reason of the execution of any of the powers of this Act the council shall reasonably incur any cost in altering or removing any existing sewer drain gas water or electric main or apparatus the Company shall repay such cost to the council:
- (11) If any difference shall arise between the Company and the council in respect of any matters under this section such difference shall unless otherwise agreed be settled by arbitration the arbitrator to be appointed failing agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

70. For the protection of the Neath Rural District Council (in this section called "the council") the following provisions shall unless otherwise agreed between the council and the Company (which expression in this section means the Company the

For protection of Neath Rural District Council.

A.D. 1912. Rhondda Company or the two Companies as the case may require) apply and have effect (that is to say) :—

(1) Nothing contained in this Act or shown upon the deposited plans or sections or contained in the deposited books of reference shall authorise the Company to alter interfere with or affect the private siding belonging to the council and used for the purpose of connecting their electricity generating station in the parish and borough of Neath with the railway of the Rhondda Company :

(2) Notwithstanding anything contained in this Act or shown upon the said plans and sections or contained in the said books of reference the Company shall not take or interfere with any portion of the said electricity generating station or the lands belonging to the council and used by them in connection with the same east or north-east of the red line shown on the plan signed by William Sutcliffe Marsh on behalf of the Rhondda Company and David Morgan Davies on behalf of the council Provided always that nothing in this subsection contained shall be deemed to prejudice alter or affect the provisions of an agreement dated the first day of July 1902 and made between the Rhondda Company and the South Wales Electrical Power Distribution Company Limited In the event of the Company acquiring the tank marked A on the said plan or any portion thereof they shall reinstate the same on adjoining lands of the council to their reasonable satisfaction :

(3) Before the Company construct any work or works which would interfere with or affect the water main pipe or conduit belonging to the council and used by them for the purpose of conveying water from the Neath Canal to their said electricity generating station the Company shall divert such water main pipe or conduit to the reasonable satisfaction of the council and under the superintendence (if given) of their engineer :

(4)—(a) On or before the expiration of two years from the date when the council obtain and give the Company possession of the lands necessary for the purpose the Company shall to the reasonable satisfaction of

the council and according to plans and sections to be previously submitted to and reasonably approved by them construct and complete a bridge with proper approaches slopes and fences in the line of the existing level crossing and road leading thereto from either side thereof for the purpose of carrying the road leading from Crymlyn Bridge to Briton Ferry over the said railway adjoining or near to Jersey Marine Station. Provided always that if the engineer to the council shall not have signified his approval or disapproval of such plans and sections within twenty-one days he shall be deemed to have approved thereof;

- (b) The said bridge shall have a clear width between the parapets thereof of at least 30 feet and the road approaches thereto shall have a similar clear width between the fences thereof and the gradient of such approaches shall not be steeper than 1 in 20;
- (c) The Company shall also under the superintendence and to the reasonable satisfaction of the engineer to the council take up the water main belonging to the council which is at the date of this Act constructed and laid down across the said railway and under the level crossing carrying the said road thereover and shall relay the same under the surface of the road to be constructed by them over the said bridge or with the approval of the council alongside of the said bridge and supported by brackets therefrom and the council shall provide at their own expense such mains or pipes as may be required to maintain the supply of water during the construction of the said bridge and approaches;
- (d) Before commencing the construction of the said bridge the Company shall make all necessary provision to the reasonable satisfaction of the council by means of a temporary level crossing to be constructed alongside of the existing level crossing or otherwise for the temporary accommodation of the traffic requiring to cross the railway by means of the said road and shall during the construction of the said bridge and approaches and other works maintain the same to the like satisfaction and the council shall make

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arrangements with the landowner for the temporary use free of charge of any lands necessary for such purpose ;

(e) The said bridge and the road thereover shall be at all times maintained by the Company and the approaches to the said bridge and the road thereover and the slopes and fences thereof shall when completed be maintained by the council ;

(f) The council shall on the completion thereof repay to the Company the sum of one thousand pounds towards the cost of the works required to be carried out by them under the provisions of this subsection :

(5) The Company shall be at liberty at any time and from time to time to make such communications between the said bridge and approaches and their railway and property for the use of passengers or such openings under the said bridge and approaches for the laying down of additional lines of rails as the Company may require and any such works shall be carried out to the reasonable satisfaction of the council and according to plans and sections to be previously submitted to and reasonably approved by them :

(6) The Company shall not break up or interfere with any street or road in the district of the council nor shall they construct any work over or alter or affect any sewer drain or any gas water or electricity main pipe or cable or other apparatus belonging to the council until they shall have given to the council twenty-one days' notice in writing of their intention so to do and such notice shall be accompanied by plans sections and necessary particulars showing the work proposed to be executed by the Company and such work shall only be executed in accordance with such plans and sections as may be reasonably approved by the engineer to the council and shall be executed under his superintendence (if given) and to his reasonable satisfaction but at the cost in all things of the Company Provided always that if the engineer to the council shall not have signified his approval or disapproval of such plans and sections within twenty-one days he shall be deemed to have approved thereof :

- (7) If in the construction of the works authorised by this Act the Company require to remove alter or interfere with any electricity main or cable belonging to the council in such a way as (in the opinion of the council) to endanger the continuance of the supply of electricity through or by means of such main or cable the same shall be done and completed on one and the same Sunday between the hours of six in the morning and three in the afternoon :
- (8) If in the construction of the works authorised by this Act the Company require to remove alter or interfere with any sewer drain or gas or water main or pipe belonging to the council in such a way as (in the reasonable opinion of the council) to endanger the continuance of the passage of sewage or other matter through such sewer or drain or of the supply of gas or water (as the case may be) through or by means of such main or pipe the Company shall not commence to remove alter or interfere with the same until a good and sufficient sewer drain main or pipe or other necessary works for continuing the passage of sewage or other matter or the supply of gas or water as efficiently as the same was done by means of the sewer drain main or pipe proposed to be removed altered or interfered with shall at the expense of the Company have been first made and laid down by them in lieu thereof and be ready for use to the reasonable satisfaction of the council or their engineer :
- (9) The Company shall save the council harmless against all damage loss cost or expense which may be occasioned by any injury or impediment to the supply of gas water or electricity by them by reason and during the construction of the works authorised by this Act or any of such works or any part thereof :
- (10) If it shall be necessary to construct any portion of the works authorised by this Act over any sewer drain gas water or electric main pipe or cable belonging to the council provision shall be made to the reasonable satisfaction of the engineer to the council for protecting such sewer drain gas water or electric main pipe or cable from injury and for affording reasonable access to any such sewer drain gas water

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or electric main pipe or cable for the purpose of examination alteration renewal or repair:

- (11) If by reason of the execution of any of the powers of this Act the council shall reasonably incur any cost in altering or removing any existing sewer drain gas water or electric main or apparatus the Company shall repay such cost to the council:
- (12) If any difference shall arise between the Company and the council in respect of any matters under this section such difference shall unless otherwise agreed be settled by arbitration the arbitrator to be appointed failing agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Earl of Jersey.

71. The following provisions for the protection of the Right Honourable the Earl of Jersey (in this section called "the owner") shall unless otherwise agreed between the Company or the two Companies (as the case may be) and the owner apply and have effect (that is to say):—

- (1) In the event of the Company purchasing or acquiring any portion of the lands numbered on the deposited plans 4 and 5 in the parish and borough of Aberavon or any part which may belong to the owner of the lands numbered on the said plans 6 in the said parish and borough they shall if so required by the owner purchase such interest as the owner may have in the whole of the lands coloured blue on the plan marked A and signed by William Wylie Grierson on behalf of the Company and Arthur Thomas Williams on behalf of the owner:
- (2) Notwithstanding anything in this Act contained or shown upon the deposited plans of Junction Railways Nos. 3 4 and 5 the two Companies shall not enter upon take or use any of the lands of the owner west or south-west of the dotted red line nor any portion of the land hatched red on the plan marked B and signed by William Wylie Grierson and William Sutcliffe Marsh on behalf of the two Companies and Arthur Thomas Williams on behalf of the owner:

(3) Nothing in this Act contained shall authorise the two Companies to stop up or render less commodious the subway coloured brown on the said plan marked B and any extension of the said subway which may be made by the two Companies shall be constructed with a span and headway not less respectively than those of the existing subway. A.D. 1912.

72. The following provisions for the protection of the Neath Canal Company shall unless otherwise agreed between that company and the two Companies apply and have effect (that is to say) :— For protection of Neath Canal Company.

The bridge to carry the deviation of the Rhondda and Swansea Bay Railway by this Act authorised over the Neath Canal shall be constructed on the abutments of and of the same width and headway as the existing bridge carrying that railway over the said canal and except for the purpose of so constructing the said bridge nothing in this Act contained shall authorise the two Companies or either of them to enter upon take or use any portion of the said canal or the towpath adjoining the same.

73. The following provisions for the protection of the Cape Copper Company Limited (hereinafter called "the Cape Company") shall unless otherwise agreed between the two Companies and the Cape Company apply and have effect (that is to say) :— For protection of Cape Copper Company Limited.

Notwithstanding anything in this Act contained the two Companies shall not enter upon take use or interfere with any portion of the lands and property numbered 11 on the deposited plans relating to the widening on the eastern side of the bridges in the parish of Coedfrank which respectively carry the Rhondda and Swansea Bay Railway over the Tennant Canal which the two Companies are by this Act authorised to acquire south-east of the red line shown on the plan marked A signed by William Sutcliffe Marsh on behalf of the Rhondda Company and Percy John Franks on behalf of the Cape Company nor shall the two Companies stop up or interfere with any rights of way to which the Cape Company may be entitled over the lands and property numbered 10A on the said plans.

74. Subject to the provisions of this Act the two Companies or either of them with as between themselves the consent of the Power to two Companies to

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acquire additional lands.

other may enter upon take use and hold for the purposes of the two Companies or either of them and for providing increased accommodation the lands hereinafter mentioned delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say):—

In the county of Glamorgan—

Certain lands in the parish of Coedfrank in the rural district of Neath lying on and adjoining the western side of the Rhondda and Swansea Bay Railway and extending for a distance of 24 chains or thereabouts in a north-easterly direction from the bridge carrying that railway over the Tennant Canal near Cape Station on that railway;

Certain other lands in the same parish and rural district lying on and adjoining the south-eastern side of the said railway and between points respectively about 10 chains and 58 chains north-west of Cape Station on that railway.

For protection of Main Colliery Company Limited.

75. For the protection of the Main Colliery Company Limited (in this section called “the colliery company”) the following provisions shall unless otherwise agreed in writing between the two Companies and the colliery company apply and have effect (that is to say):—

- (1) Notwithstanding anything in this Act contained if it should be necessary in constructing any works on the lands numbered on the deposited plans 19 and 20 in the parish of Coedfrank in the rural district of Neath which the two Companies are by this Act authorised to acquire in any way to interfere with the existing connection between the sidings belonging to the Right Honourable Baron Dynevor and the colliery company respectively and the Rhondda and Swansea Bay Railway the two Companies or one of them shall at their own expense carry out the said works so as not to prejudicially affect or render less convenient the said sidings and (so far as such works may affect the said sidings) according to such plans sections and specifications as shall have been previously submitted to and approved by the colliery company or in case of difference between the two Companies or either of them and the colliery company shall have been approved by an arbitrator to be

appointed as hereinafter mentioned Provided that if the colliery company do not within 28 days after the submission to them of any such plans sections or specifications signify in writing their approval or disapproval thereof they shall be deemed to have approved the same: A.D. 1912.

(2) The colliery company shall have similar rights over and in respect of any new or altered connection of the said sidings with the Rhondda and Swansea Bay Railway as they now have over the existing connection and shall not be required to pay to the two Companies or either of them in respect of the user of or otherwise in relation to such new or altered connection any greater or other charges than those which the colliery company might have lawfully been required to pay for the user of or in relation to the existing connection:

(3) If any difference shall arise under this section between the two Companies or either of them and the colliery company such difference shall be referred to and settled by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to such reference.

76. For the protection of Gertrude Barbara Rich Tennant or other the owner or owners for the time being of the Tennant Canal Navigation and the Tennant Estate (all of whom are included under the expression "the owner" when used in this section) the following provisions shall unless otherwise agreed have effect in connection with the construction and maintenance of the works by this Act authorised affecting the said navigation or estate (that is to say):—

For protection of Gertrude Barbara Rich Tennant.

(1) The two Companies or either of them shall not enter upon take use hold or interfere with any part of the lands and property numbered 11 on the deposited plans relating to the widening on the eastern side of the bridges in the parish of Coedfrank which respectively carry the Rhondda and Swansea Bay Railway over the Tennant Canal which the two Companies are by this Act authorised to acquire south-

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east of the red line shown on the plan signed by William Sutcliffe Marsh on behalf of the two Companies and by Arthur Thomas Williams on behalf of the owner :

(2) The two Companies or either of them shall not enter upon take use hold or interfere with any part of the lands and property numbered 12 on the deposited plans for the parish of Coedfrank which the said two Companies are by this Act authorised to acquire within thirty feet of the waterway of the Tennant Canal :

(3) The widening by this Act authorised of the bridges respectively carrying the Rhondda and Swansea Bay Railway over the Tennant Canal shall be carried out in the following manner :—

The said widenings shall not extend beyond the existing abutments of the said bridges. Each of the said bridges when widened shall have a headway of not less than 8 feet clear above the water level of the canal and the two Companies or either of them shall when constructing either of such widenings increase the headway of the existing bridges to 8 feet clear above the said water level :

(4) The said widenings shall be constructed under the superintendence and to the reasonable satisfaction of the agent of the owner and in accordance with plans and sections to be first submitted to and approved by the owner and failing approval within twenty-eight days after such submission in accordance with plans and sections to be settled by arbitration as hereinafter provided :

(5) In reconstructing and widening the said bridges the two Companies shall not nor shall either of them interfere with the waterway or towing path of such canal. The traffic on the Tennant Canal Navigation shall not at any time be stopped interrupted or interfered with more than is absolutely necessary in the reconstruction or widening of the said bridges and the two Companies or one of them shall indemnify the owner and her traders against all claims both as to damages and costs in respect of any damage injury or accident happening in or through the

reconstruction or widening of the said bridges. The two Companies or one of them shall at all times at their own cost maintain the said bridges and widenings and all walls for the support thereof and any retaining walls for supporting the towing path which shall be constructed by the two Companies or either of them in good substantial and complete repair and condition in all respects: A.D. 1912.

- (6) The owner shall on the completion of the widening of the said bridges pay to the two Companies or one of them half the cost of increasing the headway of the said existing bridges including any necessary alteration of the existing railway of the Rhondda Company the amount of such cost to be agreed between the owner and the two Companies or one of them or failing agreement to be settled by arbitration as hereinafter provided:
- (7) Nothing in this section shall prejudice abridge or defeat the rights of the owner or her tenants to compensation in respect of any lands or easements to be acquired by the two Companies or either of them from her or them or of any damage or injury arising to her or them for or in consequence of the works of the two Companies or either of them:
- (8) If any difference shall arise between the two Companies or either of them and the owner with reference to the provisions of this section such difference shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party by the Board of Trade and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

77. The junction railways by this Act authorised to be made by the two Companies shall for the purposes of maximum rates and charges be deemed to be part of the Rhondda Company's railways as if the same had been part of the Rhondda and Swansea Bay Railway at the date of the passing of the Railway Rates and Charges No. 18 (Taff Vale Railway &c.) Order Confirmation Act 1892 and the regulations and provisions contained therein shall be applicable and apply to the said junction railways as part of the railways of the Rhondda Company. Tolls &c. on junction railways.

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For the use of the said junction railways and for the conveyance of passengers and parcels by passenger train thereon other than small parcels of perishable merchandise the two Companies may demand and take the tolls rates and charges authorised by the Rhondda and Swansea Bay Railway Act 1882.

Width of roadway at Briton Ferry.

78. The two Companies or either of them may make the roadway over the bridge by which the road numbered 21 in the parish and urban district of Briton Ferry will be carried over Junction Railway No. 3 of such width between the fences thereof as the two Companies think fit not being less than 30 feet.

If in the construction of the said bridge it shall be found necessary to rebuild the whole or any part of the existing bridges on either side of such bridge carrying the said road over the Great Western Company's South Wales Railway and the Rhondda and Swansea Bay Railway respectively the Company shall rebuild such existing bridges (or so much thereof as they may require to rebuild in connection with the construction of the said bridge) in such a manner as to enable the remainder of such bridge or bridges and the roadway thereover to be widened to 30 feet in accordance with the provisions of the section of this Act the marginal note of which is "For protection of Briton Ferry Urban District Council."

For protection of Neath Harbour Commissioners.

79. All the rights powers and privileges conferred on the Neath Harbour Commissioners and any company or person authorised by them to use the lines of the said commissioners by section 16 of the Rhondda and Swansea Bay Railway Act 1892 and by the agreement between the said commissioners and the Rhondda Company set forth in the schedule to the Neath Harbour Act 1900 over the junction railways and portion of the Rhondda and Swansea Bay Railway by this Act authorised to be abandoned shall be transferred to and apply to the junction railways and deviation of the Rhondda and Swansea Bay Railway by this Act authorised to be made when the same are completed and opened for traffic in substitution for the junction railways and portion of railway to be abandoned.

Stopping up roads and footpaths in case of diversion or making of new road or footpath.

80. Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath in substitution for an existing road or footpath or portion thereof and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until such new road or

footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company or the Joint Companies as the case may be and the road authority until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

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Before applying to the justices for their certificate the Company or the Joint Companies as the case may be shall give to the road authority of the district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same.

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing road or footpath or portion authorised to be stopped up shall be extinguished and the Company or the Joint Companies as the case may be 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 portion of road or footpath stopped up as far as the same is bounded on both sides by lands of the Company or the Joint Companies as the case may be:

Provided that the Company or the Joint Companies as the case may be shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

81. All private rights of way over any lands which are under the powers of this Act authorised to be acquired compulsorily shall as from the date of their acquisition be extinguished. Provided that the Company or the Joint Companies or the two Companies as the case may be shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to private rights of way over lands taken compulsorily.

82. The roads streets footpaths and highways to be made altered or diverted under the authority of this Act (except the stone steel or other structure of any bridge carrying the same

Provision as to repair of new roads and footpaths.

A.D. 1912. over or under any railway of the Company which structure except where otherwise expressly provided by this Act 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 completed respectively be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portion or portions of the same roads streets and footpaths now devolves.

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

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

Power to deviate in construction of works.

84. The Company or the Joint Companies or the two Companies or either of them as the case may be may in constructing the works other than the railways by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the new roads streets and other similar works shown on the deposited sections to any extent not exceeding three feet or (if the work be situate in any town village street or land continuously built upon) two feet but not so as to increase the rate of inclination of any new road or street beyond that prescribed by this Act where such rate is steeper than the rate of inclination prescribed by the Railways Clauses Consolidation Act 1845 and where such rate of inclination is less than that so prescribed it may be increased to such prescribed rate except where otherwise expressly provided by this Act.

Period for completion of railways.

85. 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 or the two Companies as the case may be for making and completing

the railways which they are respectively authorised to construct or otherwise in relation thereto shall cease except as to so much thereof as is then completed. A.D. 1912.

86. If the Company or the two Companies or either of them as the case may be fail within the period limited by this Act to complete the railways by this Act authorised and which they are respectively empowered to construct or any of them and open the same for the public conveyance of passengers they shall respectively 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 the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works. Imposing penalty unless railways opened.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as 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 or the two Companies as the case may be were prevented from completing or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

87. 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 has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway in respect of which the penalty has been incurred or any portion thereof or who have been subjected to injury or loss in consequence of the Application of penalty.

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compulsory powers of taking property conferred upon the Company or the two Companies as the case may be by this Act and for which injury or loss no compensation or inadequate compensation has 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 is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has 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 or the Rhondda Company as the case may be is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company or the Rhondda Company as the case may be for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company or the Rhondda Company as the case may be.

Period for compulsory purchase of lands.

88. The powers of this Act for the compulsory purchase of lands by the Company or the Joint Companies or the two Companies (as the case may be) shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements &c.

89. 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 for the Joint Companies or 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 grantors have an interest) required for any of the purposes of this Act to be executed by them in or 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.

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

90. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans

will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto. Therefore the following provisions shall have effect:—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the first part of the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as the "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the

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owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :

- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to

the provisions of section 92 of the Lands Clauses Consolidation Act 1845. A.D. 1912.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

The provisions of this section shall apply and extend to the Joint Companies as if those companies and the second part of the said schedule had been referred to therein instead of the Company and the first part of that schedule and to the two Companies as if those companies and the third part of the said schedule had been referred to therein instead of the Company and the first part of that schedule.

91. Subject to the provisions of this Act any of the works authorised by this Act to be constructed on over or under tidal lands below high-water mark of ordinary spring tides shall be constructed only in accordance with such plans and sections and subject to such restrictions and regulations as previous to such works being commenced have been approved by the Board of Trade in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade.

Works below high-water mark to be subject to approval of Board of Trade.

Any alteration or extension of any such works shall be subject to the like approval.

If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the Company or the two Companies as the case may be and the amount of such cost shall be a debt due from the Company or the two Companies as the case may be to the Crown and shall be recoverable as a Crown debt or summarily.

92. The Company or the two Companies as the case may be shall at or near the works below high-water mark hereby authorised during the whole time of the constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade from time to time require or approve.

Lights on works during construction.

If the Company or the two Companies as the case may be fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

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Permanent
lights on
works.

93. The Company or the two Companies as the case may be shall at the outer extremity of their works below high water exhibit and keep burning from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Corporation of Trinity House of Deptford Strond shall from time to time direct.

If the Company or the two Companies as the case may be fail to comply in any respect with the provisions of the present section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Saving
rights of
Duchy of
Cornwall.

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

Abandon-
ment of
Windsor
and Ascot
Railway &c.

95. The Company shall abandon the construction of the railway and works authorised by the Windsor and Ascot Railway Act 1898 and of the deviation of a portion of those railways authorised by the Great Western Railway Act 1904 and of so much of Railway No. 2 authorised by the last-mentioned Act as will be rendered unnecessary by the construction of the deviation railway by this Act authorised.

Compensa-
tion for da-
mage to land
by entry &c.
for purposes
of railway
abandoned.

96. The abandonment by the Company under the authority of this Act of the said railways portion of railway and deviation 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 for the purposes of the said railways portion of railway and deviation to receive compensation for such temporary occupation or for any loss damage or injury which has 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 the said Acts of 1898 and 1904.

97. Where before the passing of this Act any contract has been entered into or notice been given by the Company for the purchasing of any land for the purposes of or in relation to the railways portion of railway or deviation or any portion thereof authorised to be abandoned by this Act 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 the 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 to be paid for lands taken under the provisions thereof.

Compensation to be made in respect of railway abandoned.

98. All the lands acquired by the Company for the purposes of the railways and deviation authorised to be abandoned by this Act shall be sold by the Company within five years from the passing of this Act in the manner prescribed by the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands.

Lands acquired by Company for purposes of Windsor and Ascot Railway to be sold.

99. The time limited by the Great Western Railway (New Railways) Act 1905 as extended by the Great Western Railway Act 1908 for the completion of so much of Railways No. 6 No. 7 and No. 8 authorised by the said Act of 1905 as is not by the said Act of 1908 abandoned and the time limited by the said Act of 1908 for the completion of Deviation Railway (No. 1) and Deviation Railway (No. 2) authorised by the said Act of 1908 are hereby extended for a period of three years from the eighteenth day of June 1913 and sections 54 and 55 of the said Act of 1905 and sections 34 and 35 of the said Act of 1908 shall be read and construed as if the time limited by this Act for the completion of the said railways had been the time limited by the

Extension of time for completion of certain railways authorised by Great Western Railway (New Railways) Act 1905.

A.D. 1912. said Acts of 1905 and 1908 respectively for the completion thereof. If the said railways are not completed within the period limited by this Act with reference thereto then on the expiration of that period the powers of the said Acts of 1905 and 1908 and this Act granted to the Company for making and completing the same shall cease except as to so much thereof respectively as shall be then completed."

Subscription to undertaking of Cork City Railways Company.

100. The Company with the authority of three-fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may in their own name from time to time by lending money on mortgage or subscribing for or taking debenture stock contribute funds towards the undertaking of the Cork City Railways Company to any amount not exceeding the sum of fifty thousand pounds beyond that which the Company are already authorised to contribute :

Provided always that the Company shall not sell transfer or dispose of any stock so held by them.

The Company and the Cork City Railways Company may make and carry into effect agreements with respect to the matters aforesaid so far as the same are not inconsistent with the provisions of this Act.

Confirming agreement with Swansea Harbour Trustees and Rhondda Company.

101. The agreement between the Company the Swansea Harbour Trustees and the Rhondda and Swansea Bay Railway Company set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Power to Company to apply funds to purposes of Act.

102. The Company may apply to all or any of the purposes of this Act to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose or which being so made applicable are not required for the special purpose. And the Company may for the 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.

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

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

104. Section 56 of the Great Western Railway Act 1877 shall be read and have effect as if the words “but not exceeding six in number within any city or town being a county of itself or within any borough or place separated from a county for police purposes” were omitted therefrom.

Amendment of section 56 of Great Western Railway Act 1877.

105. Nothing in this Act contained shall exempt any Company upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies passed before or after the commencement of this Act 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 by this Act.

Provision as to general Railway Acts.

106. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent the said Commissioners and Board are hereby respectively authorised to give).

Crown rights.

107. 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.

Costs of Act.

A.D. 1912. The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

FIRST PART.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY BE
REQUIRED TO BE TAKEN BY THE COMPANY.

Area.	Nos. on deposited Plans.
RAILWAY No. 1.	
Parish of Rhyndwyclydach in the rural district of Pontardawe.	55 56 57 58 61 62 63 64 65 66 67 68 69 70 71 72 91 92 94 96 113 118 125 126 127 129 139 140 141 142 143 144 145 146 147 148 149 150.
RAILWAY No. 4.	
Parish of Rhyndwyclydach in the rural district of Pontardawe.	20 21 23 24 44 45 46.
RAILWAY No. 5.	
Parish of Rhyndwyclydach in the rural district of Pontardawe.	36 37 38 38A 43 45 46 80 81 82 83 85 87 88 97 98 104 105 109 112 113 114 115 168 172.
Parish of Mawr in the rural district of Pontardawe.	6 7 9 10 11 12 13 14 16 17 18 19 20 21 22 23 24 25 27 28 31 32 33 34 35 36 37 39 42 43 44 45.
Parish of Bettws in the rural district of Llandilo Fawr.	18 24 25 26 27.
RAILWAY No. 7.	
Parish of Saint Bride's Wentlooge in the rural district of Saint Mellons.	13 14.
Parish of Duffryn in the rural district of Saint Mellons.	2.
DEVIATION AND WIDENING OF THE DARTMOUTH AND TORBAY BRANCH RAILWAY.	
Parish and urban district of Brixham.	21 23 24 25 27 28 29 32.
WIDENING OF THE PENNAR BRANCH RAILWAY.	
Parish and urban district of Mynyddyslwyn.	6 7 8 9 10 11 65 66B 67.

Area.	Nos. on deposited Plans.
ADDITIONAL LINE OF RAILS VIADUCTS BRIDGE AND LANDS ON DARTMOUTH AND TORBAY BRANCH RAILWAY.	
Parish and urban district of Paignton.	31 34 40.
ADDITIONAL LINES OF RAILS BRIDGES ROADS AND LANDS BETWEEN OLTON STATION AND ROWINGTON JUNCTION.	
Parish of Solihull in the rural district of Solihull.	13 14 15 16 17 24 26 31 32 33 36 52 55 56 74 81 86.
Parish of Packwood in the rural district of Solihull.	4 6 6A.
Parish of Knowle in the rural district of Solihull.	6 8 9 12 13 17 20 24 36.
Parish of Lapworth in the rural district of Solihull.	3 7 8 9 10 11 12 14 15 16 17 18 19 20 21 22 24 25 26 27.
Parish of Rowington in the rural district of Warwick.	5 8.
ADDITIONAL LINE OF RAILS WIDENING OF BRIDGE AND LANDS ON PENNAR BRANCH RAILWAY.	
Parish and urban district of Mynyddswyn.	4 9 10 11 12 13 15 16 19.
LENGTHENING OF BRIDGES AND LANDS AT RUABON.	
Parish of Ruabon in the rural district of Wrexham.	1 4 9 14 15 16 16A 19 20 21 21A 26 30 31 32 33 34 35 36 37 48 49 50 52 53 54 58 59 60 61 63.
WIDENING OF BRIDGE AT DEVONPORT.	
Parish and county borough of Devonport.	4 6.
WIDENING OF BRIDGE AND LANDS NEAR BORDESLEY STATION.	
Parish and city and county borough of Birmingham.	4 7 8 13 25.
WIDENING OF BRIDGE OVER LANGLEY GREEN ROAD.	
Parish of Oldbury in the urban district of Oldbury.	8.
WIDENING OF BRIDGE AND LANDS AT CROSS KEYS STATION.	
Parish and urban district of Risca.	1 2 3 4 5 6 22 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 75 76 77 78 80 81 82 83 84 85 86 87 88 89 90 91 92.
BRIDGE AND LANDS AT CRUMLIN.	
Parish and urban district of Abercarn.	3 4 5 6 7 13 14 15.
WIDENING OF BRIDGE AND LANDS NEAR PANTYFFYNNON STATION.	
Parish of Ammanford Urban in the urban district of Ammanford.	3 4 5 7 8 26 27 28 29 30 31 32 33 34 35 36 37 38.

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A.D. 1912.

Area.	Nos. on deposited Plans.
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ALTERATION OF LEVELS OF ROAD AT WITHINGTON STATION.

Parish of Withington in the rural district of Hereford.	1.
Parish of Bartestre in the rural district of Hereford.	4.
Parish of Lugwardine in the rural district of Hereford.	1.

DIVERSION OF ROAD IN THE PARISH OF WOMBOURN.

Parish of Wombourn in the rural district of Seisdon.	2 3 4 11 12.
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ALTERATION OF LEVELS OF ROAD IN THE PARISH OF ABERSYCHAN.

Parish and urban district of Abersychan.	1 2 4 6.
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FOOTPATHS AT LLANCAIACH STATION.

Parish of Gelligaer in the urban district of Gelligaer.	10.
Parish of Llanfabon in the urban district of Caerphilly.	2.

FOOTPATHS AT LANDORE.

Parish and county-borough of Swansea.	2 3 4 5.
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LANDS AT ELBURTON CROSS STATION.

Parish of Plymstock in the rural district of Plympton Saint Mary.	5.
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LANDS NEAR PRIESTFIELD STATION.

Parish and urban district of Bilston.	16 17 27 28.
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LANDS IN THE PARISH OF KINLET.

Parish of Kinlet in the rural district of Cleobury Mortimer.	1 2.
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LANDS AT GREEN LANE SALTNEY.

Parish and county-borough of Chester.	7.
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LANDS AT AND NEAR ROGERSTONE STATION.

Parish of Rogerstone in the rural district of Saint Mellons.	9 10 26 27 31 32 45.
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LANDS ADJOINING THE NINE MILE POINT BRANCH RAILWAY.

Parish and urban district of Risea.	14 15 16 18 19 20.
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LANDS AT TAIBÂCH (PORT TALBOT).

Parish and urban district of Margam.	11 18 19 20 21 28 39 41 42 43 44.
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LANDS AT BAGLAN.

Parish and borough of Aberavon	4.
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Area.	Nos. on deposited Plans.
LANDS AT PONTARDULAIS.	
Parish of Llandilo Tal y bont in the rural district of Swansea.	1 2.
LANDS AT ST. CLEARS STATION.	
Parish of Llanvihangel Abercowin in the rural district of Carmarthen.	6.

SECOND PART.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY BE REQUIRED TO BE TAKEN BY THE JOINT COMPANIES.

Area.	Nos. on deposited Plans.
LENGTHENING OF BRIDGES AND LANDS NEAR SHREWSBURY.	
Parish of Saint Julian in the borough of Shrewsbury.	6 7 10 11 12 13 14 15 16.
LANDS AT CRAVEN ARMS AND STOKESAY STATION.	
Parish of Stokesay in the rural district of Ludlow.	2 3.

THIRD PART.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY BE REQUIRED TO BE TAKEN BY THE TWO COMPANIES.

Area.	Nos. on deposited Plans.
JUNCTION RAILWAY No. 3.	
Parish and urban district of Briton Ferry.	6 7 8 9 10 15 18 19.
JUNCTION RAILWAY No. 4.	
Parish and urban district of Briton Ferry.	6 7 8 9 10 15 18 19.
JUNCTION RAILWAY No. 5.	
Parish and urban district of Briton Ferry.	6 7 8 9 10 15 18 19.
DEVIATION OF THE RHONDDA AND SWANSEA BAY RAILWAY.	
Parish and borough of Neath	8.
Parish and urban district of Briton Ferry.	18a 27 29 30 31 32 33.
BRIDGES AND LANDS ON RHONDDA AND SWANSEA BAY RAILWAY.	
Parish of Coedfrank in the rural district of Neath.	11 17 19 20.

A.D. 1912.

SECOND SCHEDULE.

AN AGREEMENT made the 23rd day of July 1909 between THE SWANSEA HARBOUR TRUSTEES (hereinafter called "the trustees") of the first part and The GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Great Western Company") of the second part and The RHONDDA AND SWANSEA BAY RAILWAY COMPANY (hereinafter called "the Rhondda Company") of the third part supplemental to the heads of agreement (No. 1) and the heads of agreement (No. 2) dated respectively the 13th June 1901 and made respectively between the trustees the Great Western Company and the Rhondda Company (hereinafter called "the principal agreement No. 1" and "the principal agreement No. 2") whereby it is mutually agreed by and between the parties hereto as follows:—

1. In lieu of the substituted railway mentioned in clauses 2 and 3 of the principal agreement No. 1 and the principal agreement No. 2 (which substituted railway together with all necessary signals works conveniences and appliances has been duly constructed by the trustees to the satisfaction of the engineer of the Great Western Company and the engineer of the Rhondda Company) the Great Western Company shall at their own expense construct the new railway and junctions connecting the lines of the Great Western Company and the Rhondda Company respectively with the new dock now being constructed by the trustees in the line and manner shown on the plan hereto annexed signed by Augustus Oswald Schenk on behalf of the trustees Walter Young Armstrong on behalf of the Great Western Company and William Sutcliffe Marsh on behalf of the Rhondda Company and which plan is hereinafter referred to as "the plan attached hereto" with all necessary signals works conveniences and appliances to the reasonable satisfaction of the engineer of the trustees and the engineer of the Rhondda Company or in case of dispute between the Great Western Company and the last-mentioned engineers then to the satisfaction of an engineer to be appointed by the President for the time being of the Institution of Civil Engineers the Rhondda Company to grant all reasonable facilities for constructing the said new railway and junctions signals works conveniences and appliances and which said new railway and junctions signals works conveniences and appliances are hereinafter collectively referred to as "the new railway."

2. On completion of the new railway the Great Western Company shall at their own expense take up and remove the substituted railway so constructed by the trustees and make good and restore the lines of the Rhondda Company to the satisfaction of the engineer of the Rhondda Company.

3. The arrangements to be provided by the Great Western Company for the shipment of coal at the new dock shall be on the high level system as shown on the plan attached hereto instead of on the quay level as shown on the plan attached to the principal agreement No. 1 and coal shall be shipped on the high level system only.

4. Instead of providing only four coal hoists as provided by Article 9 of the principal agreement No. 1 the Great Western Company shall provide five coal hoists with the necessary staith sidings and approach gantries in accordance with the plan and schedule of prices attached hereto and of the five hoists so provided three shall be fixed and two shall be moveable.

5. The frontage to the dock and the land at the back thereof referred to in Article 9 of the principal agreement No. 1 shall be moved 330 feet to the westward and the frontage and land (including 8 acres 3 roods 12 perches or thereabouts additional land of the trustees partly required in consequence of the adoption of the high level system and partly to provide room for increased siding accommodation and hereinafter referred to as "the additional land") to be comprised in the lease to be granted by the trustees to the Great Western Company in pursuance of the said Article 9 shall (but without any increase in the rent) be the frontage and land coloured pink on the plan attached hereto in lieu of the frontage and land on the north side of the new dock coloured pink on the plan attached to the principal agreement No. 1.

6. The trustees shall erect and during the continuance of the lease maintain a quay in lieu of the pitched slope the estimated cost of which pitched slope has been agreed at £22,253 provided for by Article 9 of the principal agreement No. 1 sufficient to enable the two moveable hoists to be erected as aforesaid and two jetties instead of four jetties and shall not be required to erect any timber dolphins or gantries for screening roads. The Great Western Company shall pay to the trustees on completion of the quay one moiety of the additional cost incurred by the trustees in consequence of such alteration.

7. The trustees shall pay to the Great Western Company one half of the actual extra cost (exclusive of the assumed value of the additional land) incurred by the Great Western Company in providing arrangements for the shipment of coal at the new dock on the high level system as shown on the plan attached hereto (including embankments sidings and all other works with the exception of one of the said moveable hoists in so far as the hoist itself is concerned the whole cost of which is to be borne by the Great Western Company) as compared with arrangements for the shipment of coal on the low level system in accordance with the plan attached to the principal agreement No. 1 (the estimated cost of which arrangements for the shipment of coal on the low level system has

A.D. 1912. been agreed at £53,367) provided that the trustees shall be entitled to deduct from the said payment to be made by them one half the assumed value of the additional land (which value is agreed at £1,000 an acre).

8. The payment by the trustees of one half of the extra cost incurred by the Great Western Company in providing arrangements for the shipment of coal on the high level system shall not give the trustees any right of ownership or control of the said coal hoists sidings embankments or other works.

9. When and so soon as the amount expended by the Great Western Company in providing arrangements for the shipment of coal on the high level system shall exceed the said sum of £53,367 payments on account of their contribution of one moiety of the extra cost as hereinbefore provided shall thenceforth be made by the trustees to the Great Western Company from time to time upon the joint certificate of the said A. O. Schenk and W. Y. Armstrong As soon as the arrangements to be provided by the Great Western Company have been completed the actual amount payable by the trustees to the Great Western Company under the terms of Article 7 hereof shall be settled between the engineer of the trustees and the engineer of the Great Western Company and failing agreement by the said engineers shall be settled by arbitration pursuant to the Arbitration Act 1889 and as soon as such amount has been determined the amount due to the Great Western Company shall be forthwith paid to them by the trustees.

10. The reception and storage sidings to be provided by the trustees in pursuance of Article 17 of the principal agreement No. 1 shall be sufficient for the accommodation of 312 waggons instead of the 632 waggons previously agreed and such sidings shall be constructed in the position shown on the plan attached hereto.

11. Except so far as the same is hereby modified and subject to the modifications hereby made the principal agreement No. 1 shall remain in full force and except so far as the same is hereby and by an agreement dated the 19th December 1907 modified and subject to the modifications hereby and by such last-mentioned agreement made the principal agreement No. 2 shall remain in full force and the principal agreement No. 1 and the principal agreement No. 2 and the Swansea Harbour Act 1901 to which the same are scheduled shall be read and have effect throughout as if the new railway had been mentioned therein instead of the substituted railway and had been specifically described in and authorised by the said agreements and Act.

12. Application shall be made to Parliament for the confirmation of this agreement in the next "omnibus" Bill to be promoted by any of the parties hereto and each of them shall support and use their best endeavours to secure the success of such application and shall supply such evidence and assistance as may be necessary for that end.

[2 & 3 GEO. 5.] *Great Western Railway Act* 1912. [Ch. lxxxvi.]

In witness whereof the trustees the Great Western Company and the Rhondda Company have caused their respective common seals to be hereunto affixed the day and year first before written. A.D. 1912.

The common seal of the Swansea Harbour Trustees was hereunto affixed in the presence of

TALFOURD STRICK Clerk.



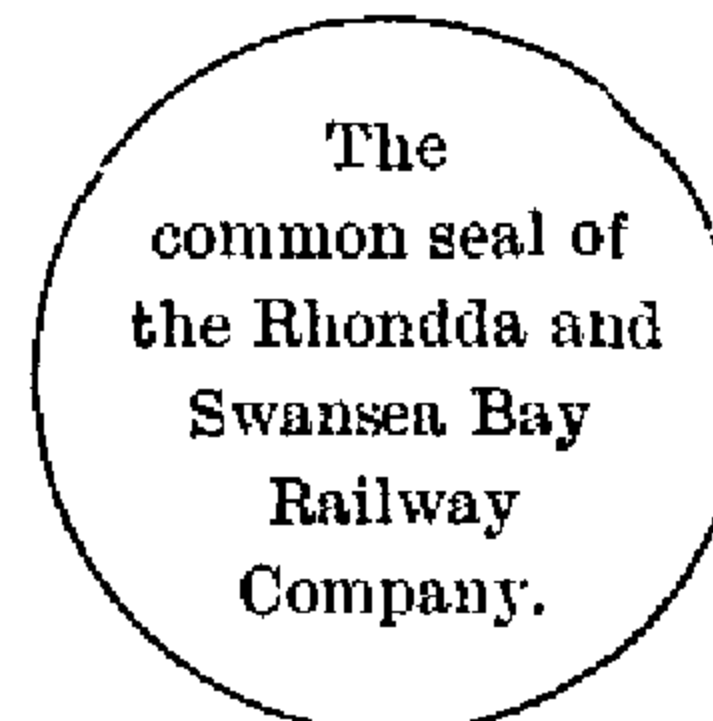
The common seal of the Great Western Railway Company was hereunto affixed in the presence of

G. K. MILLS Secretary.



The common seal of the Rhondda and Swansea Bay Railway Company was hereunto affixed in the presence of

H. S. LUDLOW Secretary.



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