



CHAPTER ccxiv.

An Act for conferring upon the Great Western Railway Company further powers in connexion with their own and other undertakings and for conferring upon other companies further powers in connexion with undertakings in which they are jointly interested with that Company; for reviving the powers of constructing portions of the Coleford Railway and taking lands for the same; for vesting in the Great Western Railway Company the undertakings of the Swindon and Highworth Light Railway Company and the Berks and Hants Extension Railway Company; and for other purposes.

A.D. 1882.

[10th August 1882.]

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

(Railways and other works.)

And whereas by the Helston Railway Act 1880 the Helston Railway Company were empowered to make a railway commencing by a junction with the Company's West Cornwall Railway and terminating at Helston and under the authority of that Act the said two companies have entered into an agreement for the working by the Company of the Helston Railway and it is expedient that the Helston Railway Company should be empowered to make the two railways herein-after described in that behalf in connexion therewith :

(Company and Helston Railway Company.)
43 & 44 Vict.
c. xlvi.

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(Company
and London
and North-
western
Railway
Company.)

(Company
and Tiverton
Company.)

And whereas it is expedient that the Company and the London and North-western Railway Company or either of them should be empowered for the purpose of increasing the accommodation at their Barr's Court joint station at Hereford to acquire the lands herein-after described in that behalf:

And whereas the Company are shareholders in and have the power of appointing and do appoint directors of the Tiverton and North Devon Railway Company and it is expedient that the said companies or either of them should be empowered to acquire the lands herein-after described in that behalf:

(Deposit of
plans &c.)

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

(Coleford
Railway.)
35 & 36 Vict.
c. cxx.

And whereas it is expedient that the powers granted by the Coleford Railway Act 1872 for the purchase of lands for and for the completion of portions of the railway by that Act authorised and which railway is agreed to be worked by the Company should be revived and extended as by this Act provided:

(Superfluous
lands.)

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

(Trespass.)

And whereas it is expedient that further provisions should be made for the prevention of trespass on the Company's railway and premises:

(Ross and
Ledbury and
Newent
Railway
Companies.)

And whereas parts of the Company's Herefordshire and Gloucestershire Canal have under the authority of Parliament been acquired for the purposes of the construction of the Ross and Ledbury and Newent Railways by the Ross and Ledbury and Newent Railway Companies (whose undertakings are respectively to be worked by the Company) and other parts of the said canal in consequence of the continuity thereof being broken by the construction of the said railways are rendered unfit for the purposes of navigation and it is expedient that the said parts of the said canal and of any parts thereof which have been acquired by the

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Ross and Ledbury and Newent Railway Companies or either of them but which will not be used for the purposes of their respective undertakings should be discontinued and that other provision should be made with reference thereto as herein-after contained : A.D. 1882.

And whereas the railway of the Berks and Hants Extension Railway Company is worked by the Company under the authority of Parliament and the railway of the Swindon and Highworth Light Railway Company when completed is to be worked by the Company under the authority of Parliament and it is expedient that the undertaking of the Berks and Hants Extension Railway Company should be amalgamated with the undertaking of the Company and that the undertaking of the Swindon and Highworth Light Railway Company should be transferred to and vested in and worked by the Company as part of their undertaking : (Berks and Hants and Swindon and Highworth Railways.)

And whereas it is expedient that the Company on the one hand and the Whitland and Cardigan Railway Company and the corporation of Bodmin and the local board of health of Camborne respectively on the other hand should be empowered to make and carry into effect agreements with respect to the matters herein-after set forth : (Agreements with Whitland and Cardigan and other companies authorised.)

And whereas it is expedient that the several agreements set forth in the second third fourth and fifth schedules to this Act and made respectively between the Company and the Tiverton and North Devon Railway Company and the Company and the Teign Valley Railway Company and the Company and the mayor aldermen and burgesses of the borough of Bodmin in the county of Cornwall and the Company and the vestry of the parish of Paddington should respectively be confirmed : (Agreements confirmed.)

And whereas the sum of seven thousand one hundred and twenty-one pounds Bank Annuities was transferred into the Court of Chancery in respect of the application to Parliament for the Acton and Brentford Railway Act 1865 and that sum is now standing to the credit of the Paymaster General in the matter of the said Act in the Chancery Division of the High Court of Justice : (Acton and Brentford Railway.)
28 & 29 Vict. c. cccxx.

And whereas by the Acton and Brentford Railway (Extension of Time) Act 1868 it was enacted that the said sum should not be paid or transferred to the person or persons therein mentioned unless the railway authorised by the said Act of 1865 was opened for the public conveyance of passengers within the period limited by that Act or the Acton and Brentford Railway Company (herein-after referred to as the Acton Company) had proved to the satisfaction of the Lords of the Committee of Her Majesty's Privy 31 & 32 Vict. c. lii.

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A.D. 1882. Council for Trade and Foreign Plantations that they had before the same period paid up one half of the amount of the capital by the said Act of 1865 authorised to be raised by means of shares and had expended for the purposes of the Act a sum equal in amount to such one half of the said capital:

And whereas the said Act of 1868 also provided that the said stock transferred as aforesaid should be applicable and after due notice in the London Gazette should be applied towards compensating any landowners or other persons whose property might have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the said railway or any portion thereof or who might have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by the Act of 1865 and for which injury or loss no compensation or inadequate compensation had been paid and should be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England might seem fit and that if no such compensation should be payable or if a portion of the said stock should have been found sufficient to satisfy all just claims in respect of such compensation then the said stock or such portion thereof as might not be required as aforesaid should be transferred to or on the application of the person or persons or the majority of the persons named in such warrant or order as aforesaid or the survivor or survivors of them:

And whereas the time limited for the completion of the said railway expired on the twenty-fifth day of June one thousand eight hundred and seventy-one:

And whereas the Acton Company were unable to raise the capital required for the construction of the said railway or to carry into effect the purposes of the said Act of 1865 and they never commenced the construction of such railway and the same cannot now be constructed and it is expedient that provision should be made for the transfer of the said sum to the persons herein-after referred to in that behalf as in this Act provided:

(Super-
annuation
fund.)

And whereas it is expedient that further powers should be conferred upon the directors of the Company and the committee of management of the Great Western Railway Superannuation Fund with reference to the rules and regulations of and otherwise in relation to that fund as herein-after provided in that behalf:

(Subscrip-
tion to other
companies.)

And whereas it is expedient that the Company should be empowered to subscribe or contribute to the capital of or to lend or advance money on the security of the mortgages or debenture

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stock of the Alexandra (Newport) Dock Company and of the Bala and Festiniog Railway Company respectively: A.D. 1882

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

And whereas it is expedient that the Company should be empowered to raise a further sum of money for the purposes of this Act and for the general purposes of their undertaking: (Additional capital.)

And whereas it is expedient that for the purposes of the railways by this Act authorised to be made by the Helston Railway Company that company should be empowered to raise a further sum of money:

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

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

1. This Act may be cited for all purposes as the Great Western Railway (No. 1) Act 1882. 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 Consolidation Acts 1845 1860 and 1869:

8 & 9 Vict. c. 18.
25 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.

The Railways Clauses Consolidation Act 1845:

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

26 & 27 Vict. c. 92

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

8 & 9 Vict. c. 16.

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of shares into stock; and

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

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26 & 27 Vict.
c. 118.

Interpreta-
tion.

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

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

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

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

Power to
make rail-
ways.

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

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

1. A railway (No. 1) 2 furlongs 7·70 chains in length to be wholly situate in the township of Darlingscote in the parish of Tredington in the county of Worcester commencing by a junction with the Stratford and Moreton Railway of the Company and terminating by a junction with the Shipston-on-Stour branch of that railway :
2. A railway (No. 2) 3 miles 1 furlong 5·30 chains in length commencing in the parish of Saint Winnow in the county of Cornwall in the Bodmin Road Station of the Cornwall Railway and terminating in a field situated within the borough and parish of Bodmin in the county of Cornwall and numbered 1563 upon the tithe apportionment map of the said borough and parish :
3. A railway (No. 3) 2 furlongs 8·30 chains in length to be situated wholly within the said borough and parish of Bodmin in the county of Cornwall commencing by a junc-

tion with railway No. 2 above described at the termination thereof and terminating at the north-west corner of a garden which forms part of the field numbered 1677 on the tithe apportionment map of the borough and parish of Bodmin :

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4. A railway (No. 4) 1 furlong 3·13 chains in length to be situated wholly within the said borough and parish of Bodmin in the county of Cornwall commencing by a junction with railway No. 3 above described in a field numbered 1675 on the tithe apportionment map of the said borough and parish of Bodmin and terminating in a field numbered 1582 on the tithe apportionment map of the said borough and parish of Bodmin :
5. A railway (No. 5) 1 furlong 3·40 chains in length to be situated wholly within the said borough and parish of Bodmin in the county of Cornwall commencing by a junction with railway No. 2 above described at the termination thereof and terminating by a junction with railway No. 4 above described at the termination thereof :
6. A railway (No. 6) 2 miles 4 furlongs 1·92 chains in length commencing in the said borough and parish of Bodmin in the county of Cornwall by a junction with railways Nos. 4 and 5 above described at the termination thereof and terminating in the said parish of Bodmin on the eastern side of the road leading from Boscarne Mill to Boscarne Farm adjoining and to the southward of the southern fence of the Bodmin and Wadebridge Railway.

5. The railways above described shall for all purposes including the demanding and recovering of tolls rates and charges be deemed to be part of the Company's undertaking (that is to say) railway No. 1 shall be deemed to be part of the Company's Stratford and Moreton Railway and railways Nos. 2 3 4 5 and 6 shall be deemed to be part of the Company's Cornwall Railway.

Railways to be part of Company's undertaking.

The tolls rates and charges to be demanded and recovered in respect of the railways and the traffic thereon shall not exceed as follows :—

With respect to railway No. 1 so far as respects goods and minerals the tolls rates and charges prescribed by the Stratford and Moreton Railway Act 1 and 2 George IV. cap. 63 and so far as respects passengers the tolls rates and charges prescribed by the Oxford Worcester and Wolverhampton Railway Act 1845 :

8 & 9 Vict.
c. clxxxiv.

With respect to railways Nos. 2 3 4 5 and 6 the tolls rates and charges prescribed by the Cornwall Railway Act 9 and 10

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Victoria cap. 335 and a reasonable sum for the transfer of traffic from the one gauge to the other at Bodmin Road Station.

Inclinations of certain roads.

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

| No. on deposited Plan. | Parish. | Description of Road. | Intended Inclinations. |
|------------------------|------------------------------|-----------------------|---|
| RAILWAY No. 2. | | | |
| 15 | Cardinham - - | Public road - - | 1 in 14. |
| 27 and 70 | Cardinham - - | Disturnpiked road - - | 1 in 15 on one side and 1 in 20 on the other. |
| 6 and 29 | Bodmin (parish and borough). | Public road - - | 1 in 18. |
| RAILWAY No. 4. | | | |
| 21 | Bodmin (parish and borough). | Public road - - | 1 in 15. |
| RAILWAY No. 5. | | | |
| 13 | Bodmin (parish and borough). | Public road - - | 1 in 15. |

Heights and spans of certain bridges.

7. The Company may make the arches of the bridges for carrying the under-mentioned railways over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion with those roads respectively (that is to say):

| No. on deposited Plan. | Parish. | Description of Road. | Height. | Span. |
|------------------------|------------------------------|----------------------|-----------|----------|
| RAILWAY No. 2. | | | | |
| 15 | Cardinham - - | Public road - - | 15 feet - | 15 feet. |
| 100 | Bodmin (parish and borough). | Disturnpiked road | 15 feet - | 25 feet. |
| RAILWAY No. 6. | | | | |
| 12 | Bodmin (parish and borough). | Public road - - | 15 feet - | 20 feet. |
| 55 | Bodmin (parish and borough). | Public road - - | 15 feet - | 20 feet. |
| 21 | Bodmin - - | Public road - - | 15 feet - | 15 feet. |
| 47 | Bodmin - - | Public road - - | 14 feet - | 20 feet. |

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

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Widths of certain roadways.

| No. on Plan. | Parish. | Description of Roadway. | Width of Roadway. |
|----------------|-----------------------------|-------------------------|-------------------|
| RAILWAY No. 2. | | | |
| 27 and 70 | Cardinham - - - | Disturnpiked road - | 25 feet. |
| 27 | Bodmin (parish and borough) | Public road - | 15 feet. |
| 38 | Bodmin (parish and borough) | Disturnpiked road - | 25 feet. |
| 2 | Lanhydrock - - - | } Disturnpiked road - | 25 feet. |
| 47 | Bodmin (parish and borough) | | |
| 75 | Bodmin (parish and borough) | Public road - | 12 feet. |
| RAILWAY No. 6: | | | |
| 30 | Bodmin (parish and borough) | Public road - | 15 feet. |

9. The Company may stop up and discontinue the roads herein-after mentioned respectively (that is to say)—

Certain roads to be stopped up.

| No. on deposited Plan. | Parish. | Description of Road. |
|------------------------|--------------------------------|----------------------|
| RAILWAY No. 3. | | |
| 22 | Parish and borough of Bodmin - | Public road. |
| RAILWAY No. 4. | | |
| 13 | Parish and borough of Bodmin - | Public road. |

10. All rights of way over or along the several roads or highways or portions thereof which shall under the provisions of this Act be stopped up and discontinued shall be and the same are as from such stopping up and discontinuance by this Act extinguished.

Rights of way extinguished.

11. The site and soil of the roads or highways by this Act authorised to be stopped up and discontinued and the fee simple and inheritance thereof shall from the time of the stopping up and discontinuance thereof respectively and so far as the same are bounded on both sides by lands of the Company be wholly and absolutely vested in the Company.

As to vesting of site and soil of road stopped up.

12. For the protection of the Right Honourable Lord Vivian the following provisions shall have full effect—

For the protection of the Rt. Hon. Lord Vivian.

(a) The Company shall between the commencement of railway No. 2 and the point marked two furlongs on the deposited

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plans plant and keep planted with fir trees the slopes towards Glyn House of the railway No. 2 where on an embankment in the parish of St. Winnow and also the slopes towards Glyn House of the said railway where on an embankment in the parish of Cardinham and screen the railway from Glyn Lodge by a belt of fir trees where it traverses the fields numbered 26 and 30 in the said parish of Cardinham to the reasonable satisfaction of a surveyor to be appointed in case of difference by the Board of Trade on the application of either party :

(b) The Company shall not alter or disturb the present road in the parish of St. Winnow between the points marked A and B on the plan signed by the Right Honourable the Earl of Limerick :

(c) The Company with the consent of the Right Honourable Lord Robartes and of the Highway Board shall divert the Dreason Road (No. 15 in the parish of Cardinham) and carry the same over the railway by a bridge in lieu of carrying the same under the railway by an under-bridge at 0 m. 4 fur. as shown on the deposited plans.

Period for
completion
of railways.

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

Imposing
penalty
unless rail-
ways opened.

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

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

17 & 18 Vict.
c. 31.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Chancery Division of the High Court of Justice in

the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided: A.D. 1882

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

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

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

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

17. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels Power to Company to

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A.D. 1882. shown on the deposited sections execute the work herein-after
widen a cer- described with all proper conveniences connected therewith and
tain bridge in may enter upon take and use such of the lands delineated on the
Cornwall. said plans and described in the deposited books of reference
relating thereto as may be required for those purposes (that is
to say) :—

They may widen extend and enlarge at the northern end thereof
the bridge in the parish of Redruth in the county of Cornwall
which carries their railway over the public carriage road near
the western end of their Redruth station.

Power to
Company to
acquire addi-
tional lands
for general
purposes.

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

Certain lands in the parish of Shipston-on-Stour in the county of
Worcester on the western side of and adjoining the Shipston-
on-Stour branch railway of the Company and extending for a
distance of about nine chains northwards of the northern end
of the terminus of the said railway at Shipston-on-Stour :

Certain lands in the parish of East Teignmouth in the county of
Devon situate on the southern side of and adjoining the land
of the Company over the site of the East Teignmouth tunnel
and lying between such land and the road on the southern side
of the railway which leads from Myrtle Hill to Dawlish Street
and bounded on three sides by the property of the Company :

Certain lands in the parish of Ugborough in the county of Devon
lying on the southern side of the Company's railway and
adjacent thereto and extending from the end of the mileage
yard of the Company's Kingsbridge Road station to about two
hundred and ten yards measured in an easterly direction from
the milepost indicating two hundred and thirty-two miles from
Paddington and including the road or approach to the said
mileage yard :

Certain lands in the parish of Redruth in the county of Cornwall
on both sides of the Company's railway and adjacent thereto
and extending from the viaduct at the western end of the
Company's Redruth station to the tunnel at the eastern end of
the said station :

Certain lands in the parish of Camborne in the county of Cornwall on both sides of the Company's railway and adjacent thereto and extending for distances of about thirteen chains on the north-western and about eighteen chains on the south-eastern side of the said railway measured in a south-westerly direction from the centre of the public road which crosses the railway of the Company on the level at the Camborne station : A.D. 1882.

Certain lands in the parish of Phillack in the county of Cornwall on the northern side of the Company's railway and adjacent thereto and lying between a point about fifty yards eastward of the milepost on the said railway indicating three hundred and seventeen and three-quarter miles from Paddington and a point about thirty-eight yards westward of the milepost indicating three hundred and seventeen and a quarter miles from Paddington :

Certain lands in the parish of Gwinear in the county of Cornwall on both sides of the Company's railway and adjacent thereto and extending for distances of about eighteen and a half chains measured in a westerly direction and twenty-four and a half chains measured in an easterly direction from the entrance to the booking office of the Company's Gwinear Road station.

19. In the exercise of the powers of this Act for the acquisition by the Company of any portion of the Wesleyan burial ground on Myrtle Hill in the parish of East Teignmouth the following provisions shall be observed and have effect :— As to Wesleyan burial ground East Teignmouth.

1. It shall be lawful for the heirs executors or administrators or the relatives of any deceased person whose body shall have been interred in such portion of the said burial ground to cause the remains of such person to be removed to and interred in any other burial ground or any cemetery in which burials may legally take place :
2. The expense of such removing and interment not exceeding in any one case the sum of ten pounds shall be defrayed by the Company :
3. The remains of such persons as shall have been interred in such portion of the said burial ground as aforesaid and which shall not be so removed or carried away shall be removed by and at the expense of the Company and be interred in such manner as the medical officer of health for Teignmouth may approve and every removal of remains under this section shall be carried out under the supervision and to the satisfaction of the said medical officer of health.

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Power to
Helston
Railway
Company
to make
railways.

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

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

- (1) A railway (2 furlongs 3·20 chains in length) to be wholly situate in the parish of Gwinear in the county of Cornwall commencing by a junction with the authorised railway of the Helston Railway Company and terminating on the southern side of the railway of the Company on land belonging to the Company and adjoining their railway :
- (2) A railway (5 furlongs 9 chains in length) commencing in the parish of Wendron in the county of Cornwall by a junction with the authorised railway of the Helston Railway Company and terminating in the parish and borough of Helston at a point about thirty-three yards to the southward of the town prison Helston.

Tolls &c. on
Helston new
railways.

21. The two railways by this Act lastly authorised shall for the purposes of tolls and charges and for all other purposes whatsoever be part of the Helston Railway Provided always that the Helston Railway Company shall not demand any higher tolls rates and charges than the tolls rates and charges authorised by the Helston Railway Act 1880.

Power to
Helston
Company to
cross a cer-
tain road on
the level.

22. 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 it shall be lawful for the Helston Railway Company in the construction of the under-mentioned railway to carry the same with a single line of railway only whilst the railway shall consist of a single line and afterwards with a double line of railway only across and on the level of the road next herein-after mentioned (that is to say) :

| No. on deposited Plan. | Parish. | Description of Road. |
|-----------------------------------|---------------|----------------------|
| RAILWAY IN THE PARISH OF GWINEAR. | | |
| 12 | Gwinear - - - | Public road. |

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23. In altering for the purposes of the under-mentioned railway the road next herein-after mentioned the Helston Railway Company may make the same of any inclination not steeper than the inclination herein-after mentioned in connexion therewith (that is to say) :

A.D. 1882.
Inclination of a certain road.

| No. on deposited Plan. | Parish. | Description of Road. | Inclination. |
|-----------------------------------|---------|----------------------|--------------|
| RAILWAY IN THE PARISH OF GWINEAR. | | | |
| 20 | Gwinear | Public road | 1 in 20. |

24. The Helston Railway Company may make the arch of the bridge for carrying the under-mentioned railway over the road next herein-after mentioned of any height and span not less than the height and span herein-after mentioned in connexion therewith (that is to say) :

Height and span of a certain bridge.

| No. on deposited Plan. | Parish. | Description of Road. | Height. | Span. |
|---|---------|----------------------|---------|----------|
| RAILWAY IN THE PARISHES OF WENDRON AND HELSTON. | | | | |
| 7 | Helston | Disturnpiked road | 15 feet | 20 feet. |

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

Widths of certain roadways.

| No. on Plan. | Parish. | Description of Roadway. | Width of Roadway. |
|---|---------|-------------------------|-------------------|
| RAILWAY IN THE PARISH OF GWINEAR. | | | |
| 20 | Gwinear | Public road | 15 feet. |
| RAILWAY IN THE PARISHES OF WENDRON AND HELSTON. | | | |
| 14 | Wendron | Public road | 25 feet. |

26. If the said two 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 Helston Railway Company

Period for completion of railways by Helston

[Ch. ccxiv.] *Great Western Railway (No. 1)* [45 & 46 VICT.]
Act, 1882.

A.D. 1882. for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Railway
Company.

Imposing
penalty
unless the
said two
railways
opened.

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

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

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

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

Providing
for applica-
tion of
penalty in
respect of
said two
railways.

28. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or railways in respect of which the penalty has been incurred or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Helston Railway Company by this Act of taking property for the purposes of the said two railways

and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice may seem fit :

A.D. 1882.

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Chancery Division if the Helston Railway Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid to such receiver or to the liquidator or liquidators of that company or be otherwise applied as part of the assets of that company for the benefit of the creditors thereof.

29. Subject to the provisions of this Act the Company and the London and North-western Railway Company or either of them may for the purposes of the said companies or either of them and for the purpose of their Barr's Court joint station at Hereford and for providing increased accommodation in connexion therewith enter upon take and use the lands following delineated on the deposited plans and described in the deposited books of reference respectively relating thereto (that is to say) :

Power to Company and London and North-western Railway Company to acquire lands.

Certain lands in the parishes of Saint John the Baptist Holmer and All Saints in the city of Hereford in the county of Hereford lying on the north-east side of and adjoining the Barr's Court joint station and extending for a distance of about twelve chains in a south-easterly direction from the bridge which carries the road from Hereford to Lyde over that station and for a distance of about six chains north-east of the north-eastern boundary of the said joint station property.

30. Subject to the provisions of this Act the Company and the Tiverton and North Devon Railway Company or either of them may for the purposes of the said companies or either of them and for the purpose of the undertaking of the Tiverton and North Devon Railway Company and for providing increased accommodation connected therewith enter upon take and use the lands following

Power to Company and Tiverton and North Devon Railway Company to acquire lands.

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A.D. 1882. delineated on the deposited plans and described in the deposited books of reference respectively relating thereto (that is to say) :

Certain lands in the parish of Morebath in the county of Devon adjoining to and on the eastern and western sides of the Tiverton and North Devon Railway and extending from the junction of that railway with the Devon and Somerset Railway to a point on the said Tiverton and North Devon Railway about forty chains from the said junction in the direction of Bampton.

Power to owners to grant easements.

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

Notice to be given of taking houses of labouring classes.

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

Accommodation to be procured for persons of the labouring classes displaced.

33. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any such house or part of any such house as mentioned in the last preceding enactment the company or companies exercising the powers of this Act shall (unless they and such person otherwise agree) procure sufficient accommodation elsewhere for such person Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice And such company or companies may for the purpose of providing such accommodation appropriate any lands for the time being belonging to them respectively or which they respectively have power to acquire and for that purpose may purchase lands by agreement and may on any such lands erect labouring-class dwellings

and may let or otherwise dispose of such lands and premises and may apply to the purposes of this section or any of them any moneys they respectively may have already raised or are authorised to raise and which moneys if made applicable to any special purpose are not required for that purpose. A.D. 1882.

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

35. The powers granted by the Coleford Railway Act 1872 for the compulsory purchase of lands so far as the same relate to or affect the under-mentioned portions of the railway by that Act authorised are by this Act revived and continued and may be exercised during but not after the period of one year from the passing of this Act: Revival of powers for purchase of land for portions of Coleford Railway.

The portions of the Coleford Railway herein-before referred to are—

(a) So much of railway No. 1 authorised by the last-mentioned Act as lies between the commencement thereof and the property numbered on the plans (deposited in respect of the said railway with the clerk of the peace for the counties of Monmouth and Gloucester respectively in November 1871) 35 in the parish of Dixton in the county of Monmouth:

(b) So much of the said railway No. 1 as lies between the point on the said plans deposited as aforesaid indicating three miles one furlong from the commencement of the said railway and the point thereon indicating three miles five furlongs from the commencement of such railway.

36. The powers granted by the Coleford Railway Act 1872 for the construction of the above-mentioned portions of the Coleford Railway by that Act authorised are hereby revived and may be exercised by the Company for the period of two years from the passing of this Act and on the expiration of that period those powers shall cease to be exercised except as to so much of the said railway as is then completed and section thirty-two of that Act shall be read and construed as if the period limited by this Act for the completion of the said portions of railway had been the period limited by the said Act of 1872 for the completion of the railways by that Act authorised: Revival of powers for construction of portions of Coleford Railway.

If the said portions of the Coleford Railway be not completed within the said period of two years then on the expiration of that period the powers by this Act granted for making and completing

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A.D. 1882. the same or otherwise relating thereto shall cease to be exercised except as to so much thereof as shall then be completed.

Provision
with respect
to certain
superfluous
lands of the
Company.

37. And whereas the Company have from time to time purchased or acquired lands adjoining or near to their railway or a station belonging solely or jointly to the Company but which lands are not immediately required for the purposes of their undertaking and it is expedient that the Company should be relieved from the obligation under certain circumstances to sell the same as superfluous lands:

Therefore nothing in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company with which that Act is incorporated with respect to the sale of superfluous lands shall until the expiration of ten years from the passing of this Act be held to apply to any lands and the appurtenances thereto acquired by the Company in the parishes enumerated in the first schedule to this Act any part of which lands adjoins the Company's railway or any station belonging solely or jointly to the Company and which may either be required for the purpose of widening the line or making sidings in connexion with the said railway or is situate within one mile of any station belonging solely or jointly to the Company And the Company may during the same period of ten years from the passing of this Act continue to hold such lands and appurtenances although not immediately required for the purposes of their undertaking But the Company shall at the expiration of such period of ten years sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking as superfluous lands.

For better
prevention of
trespass on
Company's
premises.

38. And whereas accidents frequently arise by persons trespassing on the railways of the Company and many persons so trespassing have been killed and others have been severely injured and it is necessary that more effectual remedies should be provided for the prevention of trespass on the railways and stations of the Company Be it therefore enacted that any person who shall trespass upon any of the railways or stations of the Company in such manner as to expose himself to danger or risk of danger shall without having received any personal or other warning than herein-after mentioned forfeit and pay by way of penalty any sum not exceeding forty shillings for every such offence and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matters referred to justices shall apply to this enactment Provided that no person

shall be subject to any penalty under this enactment unless the Company shall prove to the satisfaction of the justices before whom complaint is laid that they have painted on boards or printed on paper and pasted on boards public warning to persons not to trespass upon their railway and that one or more of such boards has been affixed at the station on their railway and at the level crossing (if any) nearest to the spot where such trespass is alleged to have been committed and the Company shall renew such warning as often as the same shall be obliterated or destroyed and no penalty shall be recoverable unless such warning is so placed and renewed Provided also that no person lawfully crossing the railway at any level crossing thereof shall be liable to any such penalty as aforesaid And provided lastly that this enactment shall not interfere with but shall be subject to any future general enactment on the subject of trespassing on railways.

A.D. 1882.

39. The Company the Ross and Ledbury Railway Company and the Newent Railway Company or either of them as the case may be may subject to and in accordance with the provisions contained in the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands sell and dispose of such part or parts of the Herefordshire and Gloucestershire Canal and the lands houses reservoirs and basins connected therewith or belonging thereto as may not be required for the purposes of the Company or of the Ross and Ledbury Railway Company or of the Newent Railway Company :

Power to
sell part of
Hereford-
shire and
Gloucester-
shire Canal.

Provided always that before selling any part of the said canal or of the said lands houses reservoirs and basins the company or companies exercising the power of sale hereby conferred shall offer to sell such part to the owner of the lands adjoining thereto or if there be more than one such owner to such one of the owners as the company think fit.

From and after such sale notwithstanding anything to the contrary in the Great Western Railway (Hereford and Gloucester Canal Vesting) Act 1870 or in any other Act relating to the said canal or in any public Act contained the Company and the Ross and Ledbury Railway Company and the Newent Railway Company may discontinue the preservation maintenance and use of the part or parts of such canal so sold :

33 & 34 Vict.
c. lxxxiii.

From and after such sale all tolls rates duties charges and all right or title to any such tolls rates duties or charges and all rights of way liberties easements and all other rights and privileges and all obligations of every description upon over or along the said

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A.D. 1882. — portions respectively of the said canal and lands so sold or incident thereto shall be and the same are hereby extinguished.

Vesting in
Company of
undertaking
of Swindon
and High-
worth Light
Railway
Company.

40. The vesting in the Company of the undertaking of the Swindon and Highworth Light Railway Company (herein-after in this Act referred to as the Swindon Company) may be effected upon the terms and conditions and in the manner and subject to the provisions following (that is to say):

The Company with the previous consent of three fourths of the votes of the shareholders in the Company on the one hand and in the Swindon Company on the other hand present in person or by proxy at some general meeting of the respective companies specially convened for the purpose may pay to the Swindon Company a sum not exceeding sixteen thousand pounds for the purchase of their undertaking freed and discharged as between the Company and the Swindon Company from the liabilities of the Swindon Company other than their debenture debts and rentcharges (if any).

Transfer to
be evidenced
by deed.

41. The transfer to the Company of the undertaking of the Swindon Company shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth and such deed shall be duly stamped with the proper ad valorem stamp duty:

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

Power to
Company to
create stock
for purposes
of vesting.

42. In the event of the acquisition by or vesting in the Company under the provisions of this Act of the undertaking of the Swindon Company the Company from time to time in addition to any other consolidated stock which they are by this or any other Act authorised to create and issue may create and issue debenture stock to such an amount not exceeding ten thousand pounds and consolidated guaranteed consolidated preference or consolidated ordinary stock to such an amount not exceeding thirty thousand pounds as may be necessary for carrying the vesting into effect for defraying such of the liabilities of the Swindon Company as are not to be defrayed by that company and for completing any portion of the undertaking of that company which may not at the time of the vesting be completed and the new stock so created

and issued shall form part of the capital of the Company and rank *pari passu* with the existing stock of the Company of a similar description.

A.D. 1882.

43. After such consent as aforesaid of the shareholders in the Company on the one hand and in the Swindon Company on the other hand has been obtained and upon the payment of the sum agreed to be paid to the Swindon Company the undertaking of the Swindon Company and the several railways and branches stations sidings approaches buildings fixed plant warehouses and all other works whether complete or incomplete and all the lands and other the property estate moneys stocks books papers documents and assets of the Swindon Company shall be and are hereby subject (except as herein-before provided as between the Company and the Swindon Company) to the liabilities debts contracts and obligations affecting the same absolutely vested in the Company :

Undertaking
of Swindon
Company
vested.

The Swindon Company shall thereupon be dissolved except for the purpose of winding up their affairs :

Provided always that on the acquisition or vesting of the undertaking of the Swindon Company all the unexercised powers of that company of raising capital by the creation and issue of shares shall be and the same are hereby extinguished :

Such acquisition or vesting shall be deemed to be an amalgamation of the undertaking of the Swindon Company with the undertaking of the Company within the meaning of Part V. (relating to amalgamation) of the Railways Clauses Act 1863.

44. Immediately on the vesting of the undertaking of the Swindon Company under the provisions of this Act the Company may and shall exercise and fulfil in their own name or names and under their own seal or seals and in the names and under the hands of their directors officers or servants all the rights powers liabilities and obligations of the Swindon Company whether with reference to the acquisition of lands the construction of works the borrowing of money the levying of tolls rates and charges or otherwise in like manner as those rights powers liabilities and obligations are authorised and required to be exercised and fulfilled by that company.

As to exer-
cise of powers
of Swindon
Company.

45. Subject to the provisions of this Act the Swindon Company on the one hand and the Company on the other hand may make and enter into and carry into effect contracts or agreements with respect to such vesting as aforesaid and any matters incidental thereto.

Agreements
with Swin-
don Com-
pany.

A.D. 1882.

Undertaking of the Berks and Hants Extension Railway Company amalgamated with undertaking of Company.

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

Company may borrow in lieu of Berks Company.

As to mortgages and debts of the Berks Company.

As to the capital of the Berks Company.

46. As from the first day of July one thousand eight hundred and eighty-two the Berks and Hants Extension Railway Company (herein-after in this Act referred to as the Berks Company) is hereby dissolved except for the purpose of winding up its affairs and the undertaking of the Berks Company is hereby as from that date amalgamated with the undertaking of the Company.

47. The Berks Company shall up to the time of the amalgamation bear pay and satisfy all their debts engagements and liabilities fairly and properly chargeable against revenue.

48. On and after the time of amalgamation the mortgage debt and other capital liabilities of the Berks Company shall become part of the mortgage debt and liabilities of the Company and the powers of the Company for borrowing and reborrowing on mortgage and as to the issue of debenture stock may from time to time be exercised so as to include the borrowing and reborrowing as part of their general debenture debt of any moneys which the Berks Company were immediately before the time of amalgamation authorised to borrow and the Company may from time to time redeem the same or any part thereof by the creation and issue of debenture stock of the Company.

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

50. On and after the time of amalgamation so much of the capital of the Berks Company as immediately before the amalga-

mation was represented by redeemable five pounds per centum preference shares or stock shall until redeemed become and be capital of the Company and shall rank for dividend *pari passu* with the Great Western five pounds per centum consolidated preference stock and the capital of the Company shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of this Act and any additions to the Great Western Railway Company's debenture stock and consolidated ordinary stock made by or in pursuance of the aforesaid amalgamation shall be deemed to be part of and shall rank *pari passu* with the other like stocks of the Company.

A.D. 1882.

51. On and after the time of amalgamation the holders of ordinary shares or stock in the Berks Company shall in lieu of and in exchange for such shares or stock in that Company held by them respectively become and be holders respectively of the following stock of the Company to the extent and in the proportion after mentioned (that is to say) :

Conversion of Berks Company's ordinary share capital.

For every one hundred pounds paid in respect of such ordinary shares or stock in the Berks Company eighty-seven pounds ten shillings of Great Western consolidated ordinary stock and a proportionate amount of that stock for every amount paid in respect of such shares or stock less than one hundred pounds.

52. The Company from time to time in addition to any ordinary and other consolidated ordinary and consolidated preference stock which they are by this or any other Act authorised to create and issue may create and issue consolidated ordinary stock to such an amount as may be necessary to carry into effect the provisions of the last preceding enactment and consolidated ordinary or consolidated preference stock to such an amount as may be necessary for the redemption of the fifty thousand pounds five per centum redeemable preference stock of the Berks Company and the consolidated ordinary and consolidated preference stocks so created and issued shall respectively form part of the capital of the Company and shall rank for dividend *pari passu* with the existing consolidated ordinary and consolidated preference stocks of the Company as the case may be.

The Company may issue consolidated ordinary or preference stock for purposes of amalgamation.

53. On and after the time of amalgamation every proprietor of ordinary shares or stock in the Berks Company shall upon the delivery of the certificates for the same to the Company be entitled to receive and shall receive in the stead thereof certificates of the stock of the Company to which such proprietor is entitled under

Certificates of shares &c. to be exchanged.

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Act, 1882.

A.D. 1882. — the provisions of this Act and the certificates with respect to the Berks Company's capital shall upon such exchange be cancelled.

Provisions as to certificates lost or destroyed.

54. If the certificate for any shares or stocks in the Berks Company be lost or destroyed then upon proof thereof to the satisfaction of the directors of the Company they shall deliver to the person entitled to such certificate a certificate for stock to which he would be entitled under the Act as if such mentioned certificate had not been lost or destroyed.

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

55. All stock issued to holders of ordinary shares or stock in the Berks Company under the powers of this Act shall be held subject to the same trusts and obligations as those upon or to which the shares or stocks in the Berks Company's capital in respect of which such stock is substituted were immediately before the passing of this Act held or subject and so as to give effect to and not revoke any will or other instrument disposing of or affecting any such shares or stock in the Berks Company's capital and every testamentary disposition affecting such shares or stock shall be held to apply to the stock or a proportionate part of the stock so substituted therefor.

Power to Company and Whitland and Cardigan Company to make agreements.

56. The Company on the one hand and the Whitland and Cardigan Railway Company on the other hand may enter into and carry into effect agreements as to the payment of the interest upon the mortgages and debenture stocks or any of them of the Whitland and Cardigan Railway Company or some part or parts thereof and as to the dividends on the preference capitals of that company or some part or parts thereof and as to the appropriation of such portion of the funds of the companies or either of them as may be necessary for such purpose and as to the exercise by the Company in their own name and so as to charge their own undertaking instead of the undertaking of the Whitland and Cardigan Railway Company of the borrowing powers of that company.

Power to Company and Camborne local board to make agreements.

57. The Company and the local board of health of Camborne in the county of Cornwall may enter into and carry into effect contracts and agreements with reference to the construction by the said local board of a road and footpath across the Company's Roskeare branch railway on the level, and as to the user and maintenance of such crossing and generally in relation thereto and as to the terms conditions obligations and liabilities to be entered into or incurred with reference to the matters aforesaid.

Agreements set forth in second third

58. The several agreements herein-after mentioned and respectively set forth in the second third fourth and fifth schedules to

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Act, 1882.

this Act are hereby respectively confirmed and made binding upon the parties thereto and may and shall be carried into effect (that is to say):

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fourth and fifth schedules confirmed.

(1) An agreement made between the Company and the Tiverton and North Devon Railway Company for the working maintenance use and management of the undertaking of the last-named company by the Company and for other purposes:

(2) An agreement made between the Company and the Teign Valley Railway Company for the working maintenance use and management of the undertaking of the last-named company by the Company and for other purposes:

(3) An agreement made between the mayor aldermen and burgesses of the borough of Bodmin in the county of Cornwall and the Company with respect to the conveyance by the said mayor aldermen and burgesses to the Company of certain lands required for the purposes of this Act:

(4) An agreement (therein called "deed") made between the Company and the vestry of the parish of Paddington as to a certain street or road and lands in that parish and for other purposes.

59. Subject to the provisions of section seven of the Acton and Brentford Railway (Extension of Time) Act 1868 with respect to compensation to landowners or other persons as therein provided the Chancery Division of the High Court of Justice at any time after the passing of this Act on the application of the person or persons or the majority of the persons named in the warrant or order mentioned in section thirty-three of the Acton and Brentford Railway Act 1865 and referred to in the said Act of 1868 or the survivor of them or the executors or administrators of such survivor by petition in a summary way may and shall order that the sum of seven thousand one hundred and twenty-one pounds Bank Three Pounds per Centum Annuities transferred as mentioned in sections six and seven of the said Act of 1868 and the interest or dividends (if any) on that sum shall be transferred and paid to the person or persons so applying or to any other person or persons whom he or they may appoint in that behalf, and on such order being made the said sum and the interest or dividends thereon shall be transferred and paid to such person or persons accordingly.

Providing for return of deposit made in respect of Acton and Brentford Railway.

60. The committee of management of the Great Western Railway Superannuation Fund (herein-after referred to as "the committee") established under the provisions of the Great Western Railway Act 1864 may if they think fit as and from the first day of

Further provisions as to superannuation fund of Company

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A.D. 1882.
—
established
under
27 & 28 Vict.
c. cccvi.

July one thousand eight hundred and eighty-one and from time to time thereafter alter the rules and regulations of the said fund so as to allow :

- (a) The return to any member of the said fund after such member has been in the receipt of a superannuation allowance or in case of death to his relatives or representatives of the whole or of such portion as the committee in their discretion may from time to time think proper of the sums contributed by such member to the said fund and by the Company on his behalf :
- (b) The payment to any member who may agree with the committee to receive a fixed sum in lieu of receiving superannuation allowance also to any member who may leave the service and to the relatives or representatives of any deceased member of interest upon the sums contributed by such member and by the Company on his behalf at such rate as the committee in their discretion may from time to time think proper :
- (c) The payment to any member who may be receiving a superannuation allowance or who may be about to be superannuated of such a fixed sum or sums as may from time to time be agreed upon in lieu of all other payments allowances or benefits whatsoever from the said fund :

These provisions are ancillary to and not in derogation of any power or powers now possessed by the committee.

Subscrip-
tions to
undertakings
of other
companies.

61. The Company with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may in their own name from time to time subscribe for and take shares in or by lending money on mortgage or subscribing for or taking debenture stock contribute funds towards the undertakings of the under-mentioned companies respectively to any amount not exceeding the sums herein-after specified in connexion with those companies respectively beyond that (if any) which they are already authorised to contribute (that is to say) :

| | | |
|--|---|---------|
| The Alexandra (Newport) Dock Company | - | £20,000 |
| The Bala and Festiniog Railway Company | - | £50,000 |

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

The Company shall in respect of any shares in either of the said two companies held by them in virtue of any such subscription

have all the powers rights and privileges (except in regard to voting at general meetings which shall be as herein-after provided) and be subject to all the obligations and liabilities of proprietors of shares in that company :

A.D. 1882.

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

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

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

Power to Company and other companies to make agreements.

63. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling :

Classification table to be open to inspection and copies to be sold.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railways render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railways shall be distinguished from the terminal charges (if any) and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified :

Terminal charges (if any) to be specified on application.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence

[Ch. ccxiv.] *Great Western Railway (No. 1)* [45 & 46 VICT.]
Act, 1882.

A.D. 1882. for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section fourteen of the Regulation of Railways Act 1873.

36 & 37 Vict.
c. 48.

Power to
Company to
raise addi-
tional capital.

64. The Company from time to time by the order of any general meeting of the Company may create and issue new shares or stock for such additional capital as they shall think necessary not exceeding two hundred and fifty thousand pounds exclusive of the other capital and other moneys which they are or may be authorised to create and issue by this Act or by any other Act or Acts of Parliament and the Company may create and issue such new shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

As to dis-
posal by
Company of
new shares
or stock.

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

Power to
Company to
cancel un-
issued shares
or stock.

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

Shares not to
be issued by
Company
until one-
fifth part
thereof paid.

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

Except as
otherwise
provided
new shares
or stock to
be subject

68. Except as by or under the provisions of this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be entitled and subject to the same powers

provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company and the new shares or stock were shares or stock in that capital:

A.D. 1882.
to the same incidents as other shares or stock of the Company.

The capital in new shares or stock so created shall form part of the capital of the Company.

69. Every person who becomes entitled to new shares or stock under this Act shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or stock.

Dividends on new shares or stock of the Company.

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

Restriction as to votes in respect of preferential shares or stock of the Company.

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

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

72. The Company may in respect of the additional capital of two hundred and fifty thousand pounds which they are by this Act authorised to create and issue from time to time borrow on mortgage any sum not exceeding in the whole eighty-three thousand pounds but no part thereof shall be borrowed until shares for so much of the said capital as is to be created by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of that capital have been issued and accepted and that one half of that capital has been paid up and that not less than one-fifth part of the amount of each separate share in that capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said additional capital as

Power to Company to borrow.

[Ch. ccxiv.] *Great Western Railway (No. 1)* [45 & 46 VICT.]
Act, 1882.

A.D. 1882. is to be created by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same And upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Company may issue debenture stock.

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

As to fractional parts of a pound of stock.

74. Notwithstanding anything in this Act contained no person or corporation shall become entitled under this Act to any fractional part of a pound of stock of any denomination (including debenture stock) in the capital of the Company but in every case in which any such person or corporation would but for this enactment have become entitled to a fractional part of a pound of any such stock the Company may at their option receive from such person or corporation such a further sum in cash as will make up an even pound or pay to such person or corporation in cash the amount of such fractional part And the Company shall not be bound at any time or under any circumstances to register in their books any person or corporation as the holder or holders of a fractional part of a pound of any stock.

Application of moneys raised by Company.

75. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall unless otherwise provided by this Act be applied to the purposes of this Act and subject thereto to the general purposes of the undertaking of the Company to which capital is properly applicable, and to no other purpose whatever.

Power to Company to apply surplus moneys to

76. The Company may from time to time apply to all or any of the purposes of this Act any moneys from time to time raised by them and which are not by any of the Acts relating to the Company

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

A.D. 1882.
 —
 purposes of
 this Act.

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

Mortgages
 already
 granted to
 have priority.

78. The Helston Railway Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole six thousand pounds by the issue of new ordinary shares or stock but that company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Power to
 Helston
 Company
 to raise
 additional
 capital.

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

New shares
 or stock
 of Helston
 Company to
 be subject
 to the same
 incidents as
 other shares
 or stock.

80. Every person who becomes entitled to new shares or stock of the Helston Railway Company shall in respect of the same be a holder of shares or stock in that company and shall be entitled to

Dividends on
 new shares
 or stock of
 Helston
 Company.

[Ch. ccxiv.] *Great Western Railway (No. 1)* [45 & 46 VICT.]
Act, 1882.

A.D. 1882. — a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock as the case may be.

New shares or stock of Helston Company raised under this Act and any other Act already passed may be of same class.

81. Subject to the provisions of any Act already passed by which the Helston Railway Company are authorised to raise capital by new shares or stock and to the provisions of this Act that company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to Helston Company to borrow.

82. The Helston Railway Company may in respect of the additional capital of six thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage any sum not exceeding in the whole two thousand pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Helston Railway Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one half of such capital has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Helston Railway Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of that company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Helston Company may create

83. The Helston Railway Company may create and issue debenture stock subject to the provisions of Part III. of the Com-

panies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by that company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. A.D. 1882.
debenture
stock.

84. All moneys raised by the Helston Railway Company under this Act whether by shares stock debenture stock or borrowing shall be applied only for the purposes of this Act to be executed by that company and properly chargeable to capital account. Application
of moneys
by Helston
Company.

85. The Helston Railway Company the London and North-western Railway Company the Tiverton and North Devon Railway Company and the Coleford Railway Company respectively may from time to time apply to the purposes of this Act which may be carried into effect by them respectively any moneys from time to time raised by them respectively and which are not by any Act relating to them made applicable to any special purpose or which being so made applicable are not required for the special purpose. Power to
Helston
Company
and other
companies to
apply cor-
porate funds
to purposes
of Act.

86. The Company shall not out of any money by this Act authorised to be raised by them pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845. Interest not
to be paid on
calls paid up.

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

88. Nothing in this Act contained shall exempt the Company or their railways or the Helston Company or their railway from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration Provision as
to general
Railway
Acts.

[Ch. ccxiv.] *Great Western Railway (No. 1)* [45 & 46 VICT.]
Act, 1882.

A.D. 1882. — under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Costs of Act. **89.** All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

SCHEDULES referred to in the foregoing Act.

A.D. 1882.

FIRST SCHEDULE.

SUPERFLUOUS LANDS.

BRECKNOCKSHIRE—

Llangynidr

CARMARTHENSHIRE—

Llanfihangel-ar-Arth
St. Peter Carmarthen

GLOUCESTERSHIRE—

Almondsbury
Henbury
Stapleton
Stoke Gifford

MONMOUTHSHIRE—

Aberystroth
Bedwellty
Bettws
Llanhilleth
Llanvihangel-Llantarnam
Llanvrechva
Machen
Malpas
Mynyddyslwyn
Risca
St. Woollos
Trevethin

STAFFORDSHIRE—

Rowley Regis

SECOND SCHEDULE.

AN AGREEMENT made and entered into this sixteenth day of May one thousand eight hundred and eighty-two between the TIVERTON AND NORTH DEVON RAILWAY COMPANY (herein-after called "the Tiverton Company") of the one part and the GREAT WESTERN RAILWAY COMPANY (herein-after called "the Great Western Company") of the other part Whereby it is mutually agreed between the said Companies as follows:—

Article 1. The Tiverton Company shall construct as a single line on the narrow gauge of four feet eight and a half inches so much of the railway authorised by the Tiverton and North Devon Railway Act 1875 as lies between the point marked two miles one furlong on the plans of the Tiverton and North Devon Railway deposited with the clerk of the peace for the county of Devon in November one thousand eight hundred and seventy-four and the termination of the said railway by a junction with the Devon and Somerset

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Act, 1882.

A.D. 1882. Railway at or near Morebath in the county of Devon with all proper and sufficient approaches bridges culverts roads fences gates sidings junctions stations goods sheds engine sheds signals level crossings telegraph offices and other fixtures furniture and all other necessary proper and reasonable works and conveniences (which railway works and conveniences are herein-after referred to as the Tiverton Railway) and shall complete the same in every respect to the reasonable satisfaction of the engineer for the time being of the Great Western Company and with all reasonable despatch and in case of any disagreement difference of opinion or dispute arising from time to time either before or during the construction of the said railway or at any time within twelve calendar months after the completion thereof between the engineers of the said two companies or between the said two companies as to the due performance of this article such disagreement difference or dispute shall be referred to and determined by a competent and impartial civil engineer to be agreed on between them or failing their agreeing to be on their or either of their application named for the purpose by the President for the time being of the Institution of Civil Engineers and the decision of such engineer shall be final and binding on the Tiverton Company and the Great Western Company.

Article 2. The Tiverton Company will to the reasonable satisfaction of the engineer for the time being of the Great Western Company keep and maintain the said railway and works including the permanent way in good and sufficient repair for twelve calendar months after the opening of the said railway for public traffic And the contract or contracts for the execution of the Tiverton Railway shall contain the usual stipulations for the maintenance aforesaid for twelve calendar months after such opening of the Tiverton Railway for public traffic and in case of default it shall be lawful for the Great Western Company to repair and maintain the said railway works and permanent way and to deduct the cost of such maintenance and repair from the amount payable to the Tiverton Company as herein-after provided for.

Article 3. If after the opening of the Tiverton Railway for public traffic any additional sidings or other works or conveniences are found requisite for the safe or convenient working of the said railway or for the reception accommodation conveyance or delivery of traffic thereon or for compliance with the requirements of any Acts of Parliament or the obligation of any contract binding on the Tiverton Company the same shall at the request of the Great Western Company be provided by and at the expense of the Tiverton Company and they will provide and complete the same to the reasonable satisfaction of the Great Western Company and the same when completed shall for the purpose of this agreement be deemed to be part of the Tiverton Railway and if any difference shall arise between the Tiverton Company and the Great Western Company as to the necessity of any such additional works and conveniences or as to the nature and extent of such additional works and conveniences (if any) every such difference shall be referred to and determined by the President for the time being of the Institution of Civil Engineers or by an engineer to be appointed by him Provided always that the Tiverton Company shall not be bound to make or incur for the purposes of this agreement any expenditure or liability exceeding in the whole the amount of the capital money applicable

[45 & 46 VICT.] *Great Western Railway (No. 1)* [Ch. ccxiv.]
Act, 1882.

in that behalf which they are from time to time authorised to raise by shares and borrowing respectively but if necessary to do so the Tiverton Company shall make application to Parliament or to the Board of Trade for power to raise the capital which may be required for the purposes aforesaid and such capital shall so far as from time to time paid up form part of the Tiverton paid-up capital under this agreement. A.D. 1882.

Article 4. The Great Western Company shall work the Tiverton Railway at their own expense on the same being certified as complete in accordance with this agreement and shall also at their own expense keep the said railway and the works and appurtenances thereof from and after the expiration of the first twelve calendar months from the opening of the said railway and such further works of accommodation as may be provided by the Tiverton Company under Article 3 of this agreement from the respective times of the completion of the same several works in substantial repair and in good working order and condition and shall also pay except as herein-after provided all rates and taxes whether parliamentary parochial or otherwise and tithes and tithe rentcharges and the Tiverton Company shall pay all rentcharges (if any) the property or income tax chargeable on the moiety of the receipts payable to them as herein-after provided and also the land tax until they redeem the same.

Article 5. On and after the opening of the Tiverton Railway for public traffic and during the continuance of this agreement the tolls fares rates and charges in respect of the Tiverton Railway and the traffic thereon whether local or through traffic shall be fixed by the general manager for the time being of the Great Western Railway and he shall have power to fix and quote such rates and fares as he may think proper and necessary and shall in other respects have and may exercise the same powers and authority in and over the Tiverton Railway and the traffic thereon as he shall for the time being have the power to exercise over the Great Western Railway.

Article 6. Subject to the payment of the expenses of management of the Tiverton Company not exceeding the sum of one hundred pounds in any year the interest from time to time payable on the Tiverton Company's debenture debt such debt for the time being not exceeding the sum of twenty-one thousand one hundred and sixty-six pounds and such interest not to exceed the rate of five pounds per centum per annum shall be and is hereby declared to be a first charge upon the gross tolls fares rates and charges paid or payable in respect of the Tiverton Railway or any portion thereof and the traffic thereon provided that as between the two companies but not so as to affect any of the Tiverton Company's debenture creditors the Tiverton Company will apply the moneys from time to time belonging to them as herein-after expressed in the first place in payment of the interest on the Tiverton debenture debt and will indemnify the Great Western Company against all liability in respect thereof beyond the amount of those moneys.

Article 7. The gross amount of all the tolls fares rates and charges from time to time payable to the Tiverton Company and the Great Western Company respectively in respect of the Tiverton Railway and the traffic thereon and all

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other revenue and income of every description of the Tiverton Company all of which is herein-after referred to as the gross receipts shall be divided between and belong to the two companies in the following proportions (that is to say)—

First. The Great Western Company shall retain fifty per cent. thereof which shall belong to them and shall cover all their expenses of and incident to the working management maintenance user and repair by them of the Tiverton Railway and every portion thereof:

Secondly. The Tiverton Company shall have the remaining fifty per cent. thereof (herein-after called the Tiverton per-centage) which shall be paid and belong to them out of which and as a first charge thereon they shall as before stated pay the interest not exceeding the rate of five pounds per centum per annum from time to time payable on the Tiverton debenture debt such debt not to exceed the sum of twenty-one thousand one hundred and sixty-six pounds.

Article 8. Any sum which shall have been paid by the Great Western Company out of their per-centage shall be a debt due to the Great Western Company and if and whenever during the continuance of this agreement the Tiverton per-centage is more than sufficient to pay the interest on the Tiverton Company's debenture debt as provided in Article 7 then the surplus of the Tiverton per-centage shall be applied in payment to the Great Western Company of any sums which may have been deducted by or from them or which they may have from time to time paid in respect of interest on the Tiverton debenture debt with interest thereon at the rate of four per cent. per annum.

Article 9. Until the net revenues of the Tiverton Company amount to a sum sufficient to pay interest at the rate of five per cent. per annum on their ordinary shares or stock the Great Western Company will subject as mentioned in the next article pay or allow at the times herein-after mentioned to the Tiverton Company as a rebate five pounds per cent. of the gross amount of all the tolls fares rates and charges from time to time receivable by the Great Western Company in respect of the Exe Valley Railway or any part thereof including station terminal charges on all traffic arising on or destined for the Tiverton Railway and carried over the Exe Valley Railway or any part thereof to or from any station on the Exe Valley Railway and including traffic arising at or destined for any station on the Bristol and Exeter Railway between the junction of the Exe Valley Railway with that railway and St. David's Station Exeter including that station but the station at Tiverton and the Bolham Deviation is not for this purpose to be considered a station on the Exe Valley Railway.

Article 10. If the Devon and Somerset Railway Company assent thereto and so agree but not otherwise (which assent the Great Western Company will use their best endeavour to obtain) the Great Western Company will also allow to the Tiverton Company out of the balance remaining due to the Devon and Somerset Railway after the deduction of working expenses a rebate of five pounds per cent. of the gross amount of all the tolls fares rates and charges from time to time receivable in respect of the Devon and Somerset Railway or

any part thereof from all traffic arising on or destined for the Tiverton Railway including the Tiverton Station and carried over that railway or any part thereof and over the Devon and Somerset Railway or any part thereof to or from any stations on that railway or vice versâ such rebate however to continue only until the net revenues of the Tiverton Company amount to a sum sufficient to pay interest as mentioned in Article 9.

Article 11. The gross receipts referred to in Article 7 shall comprise revenue of every description in respect of the Tiverton Railway including all the gross tolls fares rates and charges (after deduction of all expenses of collection cartage and delivery of traffic and the Government duty on passengers) in respect of all local traffic and a full mileage proportion after the deduction of all Clearing House terminals and of the Government duty on passengers of all the gross tolls fares rates and charges receivable in respect of all through traffic including all terminals on traffic arising at or terminating at stations upon the Tiverton Railway but not including in any case paid-ons and moneys received or receivable and actually paid or expended for the collection cartage or delivery of goods and traffic of every description to or from any station of the Great Western Company's railway (including the Exe Valley Railway) or of the Tiverton Railway the whole amount of which together with the Government duty on passengers as before stated the Great Western Company shall be entitled to deduct and retain prior to any division.

Article 12. In case an interval of less than half a year shall elapse between the opening of the Tiverton Railway for public traffic and the thirtieth of June or the thirty-first December as the case may be next following the provisions of this agreement shall apply mutatis mutandis to such shorter period.

Article 13. In order to enable the Tiverton Company from time to time to pay the interest on their debenture debt as it becomes due such debt not exceeding the sum of twenty-one thousand one hundred and sixty-six pounds the Great Western Company shall pay to the Tiverton Company out of the gross receipts of the Tiverton Railway on the first day of January and the first day of July in each year or within thirty days thereafter the amount of the interest of the half year then expired due on such debt and the balance of the Tiverton per-centage if any less any deduction which the Great Western Company may be authorised to make therefrom shall be paid or accounted for to the Tiverton Company within fifty days after either of such days as the case may be Provided always that if the Tiverton Railway is opened for public traffic on any day not being the first day of January or first day of July the Great Western Company shall only be required to advance to the Tiverton Company out of the said gross receipts so much thereof as will be sufficient to pay the interest due on the Tiverton Company's debenture debt from the opening of the Tiverton Railway.

Article 14. The Great Western Company shall afford to the Tiverton Company all reasonable assistance to make all Government and other returns relating to the working of the Tiverton Railway which the Tiverton Company shall by law be liable to make and shall conform to all regulations which the

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A.D. 1882. Tiverton Company shall be by law liable to conform to so far as respects the working of the Tiverton Railway.

Article 15. The Great Western Company shall indemnify the Tiverton Company against any breach by the Great Western Company of any of the provisions of any Act or Acts of Parliament which may relate to the Tiverton Company so far as the requirements thereof are to be performed by the Great Western Company or of any breach of the covenants in this agreement or other documents executed for the purpose of carrying out the same so far as to be performed by them the said Great Western Company and shall also indemnify the Tiverton Company from all claims for accidents and from compensation for injury or damage to passengers or goods arising therefrom except such accidents as may occur within twelve calendar months from the opening for public traffic of the Tiverton Railway arising from any original defective construction thereof or from any incompleteness in the construction or from the maintenance of the said railway or of any of the works.

Article 16. The Great Western Company shall have the sole and exclusive right of conducting managing regulating and carrying on the whole of the traffic and the collection and delivery of such traffic as well in relation to the conveyance or passing of passengers or of goods and other things as also to the running or letting for hire of locomotive engines carriages and trucks over along and upon the Tiverton Railway and every or any part thereof and the like right of fixing altering and from time to time regulating the tolls rates and charges to be levied in respect of such traffic which tolls rates and charges nevertheless shall never exceed the maximum tolls rates and charges authorised for the time being by Parliament in respect of such traffic.

Article 17. The Tiverton Company will not during the continuance of this agreement act as carriers on the Tiverton Railway or any part thereof and they will abstain from doing or concurring in anything which might directly or indirectly impede interfere with or in any way disturb the exercise or quiet enjoyment by the Great Western Company of any of the rights powers and privileges intended to be secured to them by this agreement.

Article 18. When the Tiverton Railway shall have been approved of by the Board of Trade and by the engineer for the time being of the Great Western Company respectively and during the continuance of this agreement the Great Western Company shall thenceforth work the same subject to the provisions herein contained as part of the Great Western Company's system of railways and convey traffic thereon in a proper safe and convenient manner and so as fairly to develop the traffic of the districts to be served by the Tiverton Railway or for which it is to be used and from time to time will run reasonable proper and sufficient trains thereover and thereon so far as reasonably necessary and practicable in convenient connexion with the trains on the Devon and Somerset Railway and the Great Western Company's Exe Valley Railway Provided that in arranging the rates of charge for such traffic on the Tiverton Railway the Great Western Company shall have an absolute discretion subject only to such limitations and restrictions as may from time to time be imposed by Parliament for the general regulation of railway traffic¹

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Article 19. The Great Western Company and the Tiverton Company respectively will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement which accounts and vouchers shall be open at all reasonable times for the inspection and as far as reasonable and necessary the transcription of the directors and agents of the companies respectively And the companies respectively will afford to each other all proper and sufficient facilities for such inspection and transcription.

Article 20. With respect to all through traffic the accounts of the tolls fares rates and charges for the same shall be so kept as that an equal mileage proportion thereof and such terminals as may properly be due to the Tiverton Company shall be attributed to the Tiverton Railway and the several railways from time to time worked by or belonging to the Great Western Company so as to show clearly the fairness of the apportionment.

Article 21. Each of the companies will within forty days after the thirtieth June and the thirty-first December in every year transmit to the other an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

Article 22. If and whenever either of the companies within forty days after such transmission to them of any abstract of accounts requires the other company to verify the same they will do so and such abstract of accounts shall if necessary be made correct and shall thenceforth be deemed a settled account or if they permit the forty days to pass without requiring the verification of such abstract of accounts the same thereupon shall be deemed a settled account and no account once settled shall be re-opened.

Article 23. Every notice request account or other writing to be given by either of the companies to the other of them for any of the purposes of this agreement shall be sufficient if it be signed by the secretary of the company giving the notice or be left for them at their principal office for the time being.

Article 24. No lands of the Tiverton Company (except superfluous lands) shall be sold by them without the consent in writing of the Great Western Company and if any dispute or difference shall arise as to what are superfluous lands such difference or dispute shall be determined by arbitration in manner herein-after provided and in the case of any sale of superfluous lands the Great Western Company shall (if so required by the purchaser and on receiving from the purchaser an amount to cover the expense of their so doing such amount to be fixed by them and the balance of the amount exceeding the expense incurred to be afterwards returned) concur in any such sale to show they consider the land dealt with as superfluous land within the meaning of this article.

Article 25. This agreement shall be in perpetuity and the Great Western Company shall as soon as conveniently may be make and the Tiverton Company shall concur in any application to Parliament which shall be deemed expedient or necessary to give full and legal effect to this agreement and to the several clauses and conditions herein contained and for the carrying out of this

[Ch. ccxiv.] *Great Western Railway (No. 1)* [45 & 46 VICT.]
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A.D. 1882. — agreement on the terms herein contained subject however to any alterations which Parliament may think fit to make therein but if the committee on the Bill or Parliament make any material alteration respecting the provisions thereof it shall be competent for either of the companies parties hereto to withdraw therefrom.

Article 26. The Tiverton Company shall also if so required by the Great Western Company concur in any application to Parliament for the purchase by them of the Tiverton Railway and all land works and appurtenances belonging to the same railway at any time after twelve months from the completion and opening of the Tiverton Railway on terms of payment or assumption by the Great Western Company of the debenture debt of the Tiverton Company and of the payment of all share capital of that company other than the share capital held by them in the said company then called up and expended by the Tiverton Company together with a further sum by way of bonus of ten per cent. upon all such share capital Provided that the said Great Western Company shall give to the Tiverton Company at least six calendar months previous notice of any application to purchase as aforesaid And in such case the purchase shall be completed on one of the half-yearly days for the division of the traffic receipts so that the Tiverton Company shall be entitled to receive their portion of the earnings of the railway up to and inclusive of the day of the completion of the purchase.

Article 27. All matters questions and differences (except herein otherwise specifically provided for) which in accordance with any of the articles of this agreement are to be determined by arbitration which may arise from time to time between the parties hereto with reference to the construction incidents or consequences of this agreement or in or with reference to any of the subject matters thereof or in or with reference to any act deed matter or thing from time to time made done executed assented to or suffered or omitted to be made done executed assented to or suffered in pursuance of this agreement shall be and are respectively by this agreement submitted and referred by the companies respectively to the arbitration of the person who from time to time is the single arbitrator for the purpose of this agreement.

Article 28. So far as is requisite for full effect being given to this agreement the last-preceding article shall have effect as an agreement in pursuance of the Railway Companies Arbitration Act 1859 for a reference by the companies and each of them respectively to the arbitration of any single arbitrator.

Article 29. A person whom the companies respectively shall by writing under the hand of their respective chairmen from time to time named in that behalf or in case of their failing so to name an arbitrator within ten days after either of the two companies is thereunto requested by the other company then a competent and impartial person to be on their or either of their application named by the Board of Trade shall from time to time be the single arbitrator for the purpose of this agreement but the appointment of the said arbitrator shall not at any time be for a longer period than one year.

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In witness whereof the companies parties hereto have hereunto affixed their A.D. 1882.
respective common seals the day and year first above written.

The seal of the Tiverton and North Devon
Railway Company was hereunto affixed
in the presence of;

J. H. MATTHEWS,
Secretary.

The Seal
of the Tiverton
and North Devon
Railway
Company.

G. COTTMAN,
Assistant Secretary.

The Seal
of the
Great Western
Railway
Company.

THIRD SCHEDULE.

ARTICLES of AGREEMENT made the fifteenth day of March one thousand eight hundred and eighty-two between the TEIGN VALLEY RAILWAY COMPANY (herein-after called "the Teign Valley Company") of the one part and the GREAT WESTERN RAILWAY COMPANY (herein-after called "the Great Western Company") of the other part.

WHEREAS the Teign Valley Company were incorporated by the Teign Valley Railway Act 1863 and were thereby authorised to make and maintain with all proper stations approaches works and conveniences connected therewith the railway therein described and by the Teign Valley Railway Act 1868 a certain deviation of that railway was authorised :

And whereas by the Teign Valley Railway Act 1872 the Teign Valley Company were empowered to make and maintain with all proper stations approaches works and conveniences connected therewith amongst others a railway which is therein described as—

A railway (No. 1) being the Teign Valley Railway as authorised by the Act of 1863 and the Act of 1868 respectively and now in course of construction by the company seven miles five furlongs one chain in length commencing in the parish of Bovey Tracey by a junction with the Moretonhampstead and South Devon Railway at or near a point thereon three miles five furlongs and ninety-two yards or thereabouts from the commencement thereof as shown upon the plans referred to in and deposited for the purposes

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of the Moretonhampstead and South Devon Railway Act and which point is distant five hundred and ninety yards or thereabouts in a south-westerly direction from a bridge called Jews Bridge and terminating in the parish of Doddiscombeigh in the same county in a field belonging to and then in the occupation of the Teign Valley Company and numbered 9 in the last-mentioned parish on the plans deposited with the clerk of the peace for the county of Devon in respect of the Act of 1863 :

And whereas the Great Western Company are the owners of (amongst others) the South Devon Railway and also the Moretonhampstead and South Devon Railway with which latter railway the Teign Valley Railway as now in course of construction and herein-after described communicates and it would be to the convenience of the public and the interest of the parties hereto would be promoted by the Teign Valley Railway being worked by the Great Western Company and in friendly connexion with that company and in the interest of the Teign Valley Company and the Great Western Company so as to develop and protect the traffic of each other and the traffic to be interchanged between the two systems of railway and the Great Western Company are willing to work the Teign Valley Railway in connexion with their system and the companies parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing :

Now therefore these presents witness that it is hereby mutually agreed by and between the Teign Valley Company for themselves their successors and assigns and the Great Western Company for themselves their successors and assigns each covenanting for their own acts and defaults only as follows (that is to say) :—

Article 1. The expression the Teign Valley Railway whenever herein-after employed means and includes the Teign Valley Railway as now in course of construction and under or by virtue of the Acts incorporating and empowering the Teign Valley Railway Company such railway commencing in the parish of Bovey Tracey at or near the Chudleigh Road station of the Moretonhampstead and South Devon Railway of the Great Western Company herein-after referred to as the Moretonhampstead Railway and terminating in the parish of Doddiscombeigh at the public road leading from Doddiscombeigh to Teign House and the siding stations approaches lands works and conveniences connected therewith.

Article 2. The word "traffic" wherever herein-after employed means and includes all passengers animals goods mineral small parcel and other traffic of what nature or kind soever whether local or through to be conveyed by the Great Western Company on the Teign Valley Railway or any part thereof and the words "local traffic" wherever herein-after used mean traffic originating and terminating on the Teign Valley Railway and the words "through traffic" wherever herein-after used mean traffic passing over the Teign Valley Railway or some part thereof and also over any railway or some part of a railway from time to time owned leased or worked by the Great Western Railway Company.

Article 3. The Teign Valley Company will on or before the thirty-first day of March One thousand eight hundred and eighty-two (unless otherwise agreed with the Great Western Company) make and complete the Teign Valley Rail-

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way with a single line of rails on the narrow gauge but with land and over-bridges for a double line including all proper and sufficient conveniences works appliances and things junctions passing-places sidings stations station-houses station fittings and furniture furnishing stores weighing machines sheds cranes water tanks water cranes turntables signals electric telegraphs telegraph instruments and all other works and conveniences also including all proper and sufficient dwelling-houses at level crossings where necessary so that the railway shall at the latest by the said thirty-first day of March one thousand eight hundred and eighty-two or such other time as may be agreed upon between the Teign Valley Company and the Great Western Company be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic and to the reasonable satisfaction of the engineer for the time being of the Great Western Company Provided always that in the event of any difference arising between the Great Western Company and the Teign Valley Company as to the reasonableness of or necessity for any requirement of the engineer of the Great Western Company under this article such difference shall be referred to the determination of Thomas Elliott Harrison Esquire civil engineer or him failing to the determination of an engineer to be appointed by the Board of Trade on the application of either company and the award of the said Thomas Elliott Harrison or of such engineer shall be binding and conclusive on the Great Western Company and the Teign Valley Company.

Article 4. The Teign Valley Company will for the first twelve months after the opening of the Teign Valley Railway for public traffic uphold and maintain the same in substantial repair and in good working order and condition and at the expiration of the twelve months leave the same in like repair and condition to the reasonable satisfaction of the engineer of the Great Western Company.

Article 5. Before the opening of the Teign Valley Railway for public traffic the Teign Valley Company will to the reasonable satisfaction of the engineer of the Great Western Company make all such arrangements as shall be proper and sufficient for enabling the Great Western Company on and after the opening of the said railway for public traffic to work and use the same in accordance with this agreement.

Article 6. If and whenever after the opening of the Teign Valley Railway for public traffic any additional sidings or other works or conveniences are found requisite for the due development or the safe and convenient reception accommodation conveyance or delivery of traffic or for the compliance with the requirements of any Acts of Parliament or of the Board of Trade or as respects reasonable requirements of road surveyors in reference to deviations or alterations and maintenance of roads or the obligation of any contract binding on the Teign Valley Company the same shall so far as properly chargeable to capital be provided by and at the expense of the Teign Valley Company who will provide and complete the same and the same when completed shall for the purposes of this agreement be deemed to be part of the Teign Valley Railway and in the event of difference between the Teign Valley Company and the Great Western Company as to any of the provisions of this article the same shall be referred to a single arbitrator to be appointed under the provisions of the Railway Companies Arbitration Act 1859.

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A.D. 1882. Article 7. The Teign Valley Company will not at any time act as carriers on the Teign Valley Railway or any part thereof and they will abstain from doing or concurring in anything which might directly or indirectly interrupt impede interfere with or in any way disturb the exercise or quiet enjoyment by the Great Western Company of any of the rights powers and privileges intended to be hereby secured.

Article 8. After the expiration of twelve calendar months from the opening for public traffic of the Teign Valley Railway and during the continuance of this agreement the Great Western Company will maintain such railway and the works connected therewith in substantial repair and good working order and condition.

Article 9. On and after the opening of the Teign Valley Railway for public traffic and during the continuance of this agreement but subject to the provisions herein-before contained the Great Western Company will manage maintain control repair and work the same and convey traffic thereon in a proper safe and convenient manner and so as fairly and reasonably to develop and accommodate the traffic of the district to be served by such railway and from time to time will run proper and sufficient trains thereover and thereon and in convenient connexion so far as reasonably may be with trains on the Moretonhampstead Railway.

Article 10. With respect to the conveyance of troops police or mails or other traffic if any which the Teign Valley Company are from time to time specially called on to convey on the Teign Valley Railway or any part thereof the Great Western Company will from time to time act as agents for the Teign Valley Company in conveying the same and duly perform their duties in that behalf.

Article 11. On and after the opening of the Teign Valley Railway for public traffic and during the continuance of this agreement the Great Western Company will provide and employ for the Teign Valley Company all station-masters booking clerks porters engine-drivers guards watchmen workmen and servants and all other officers for the working and management of the Teign Valley Railway (but not the secretary of the Teign Valley Company or his staff) and will supply all such locomotive power engines carriages trucks rolling stock (but not waggons or trucks for mineral traffic unless they do so on the South Devon Railway in which case they shall do so in the same manner and on similar terms on the Teign Valley Railway) plant stores materials and labour as shall be proper and sufficient for the working and user of the Teign Valley Railway and the Teign Valley Company shall not be bound to employ or provide any such person or thing.

Article 12. On and after the opening of the Teign Valley Railway for public traffic and during the continuance of this agreement the Great Western Company shall so far as the Teign Valley Company can delegate the same have exercise and enjoy at their own expense and risk for the purposes of the management maintenance repair working and user by them of such railway all the rights powers and privileges whatsoever in that behalf of the Teign Valley Company and as fully and effectually as if the Teign Valley Railway were part of the Great Western Railway.

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Article 13. The Great Western Company will in the exercise of their rights powers and privileges under this agreement in all respects duly perform and observe the several provisions with respect to the management maintenance repair working and user of the Teign Valley Railway and the traffic thereon contained in the Acts from time to time in force with respect to the same and will at all times indemnify and keep indemnified the Teign Valley Company from and against all obligations and liabilities in that behalf and all penalties for failures losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default or negligence of the Great Western Company or any of their directors agents officers or servants or of the officers or servants appointed by the Great Western Company as herein-before provided in relation thereto.

Article 14. On and after the opening for public traffic of the Teign Valley Railway and during the continuance of this agreement the Great Western Company will bear and pay all outgoings in respect of the said railway properly chargeable against revenue except property or income tax and the Government duty on passengers and except the remuneration of the auditors and directors of the Teign Valley Company and the salaries of their secretary and officers and their office expenses and staff all of which are to be borne and paid by the Teign Valley Company.

Article 15. The Great Western Company shall from time to time after the opening of the Teign Valley Railway for public traffic make and satisfy all expenditure and liability as herein provided with respect to the said railway except only the expenditure and liability properly chargeable against capital which shall from time to time be made or satisfied by the Teign Valley Company.

Article 16. If and whenever after the opening of the Teign Valley Railway for public traffic and during the continuance of this agreement the Great Western Company make or satisfy any expenditure or liability of the Teign Valley Company properly chargeable against the capital of the Teign Valley Company under the provisions of this agreement or make any other payments for or advances to that company the amount paid or applied or advanced by the Great Western Company in that behalf shall be a debt due to them from the Teign Valley Company and shall bear interest at the rate of five pounds per cent. per annum from the time of the payment application or advance of the same by the Great Western Company to the time of the repayment thereof by the Teign Valley Company and shall so far as respects any expenditure liability or advances properly chargeable to capital be repaid by the Teign Valley Company to the Great Western Company out of the first capital of the Teign Valley Company which may be or can be made available for that purpose and if necessary application shall be made to Parliament or to the Board of Trade for power to raise such capital as may be necessary and as respects any expenditure liability or advances (if any) properly chargeable to revenue the same may from time to time be deducted with interest thereon out of the Teign Valley per-centage herein-after referred to but so as not to prejudice or affect the payment of the annual sum of one thousand two hundred pounds herein-after referred to.

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Article 17. The Great Western Company shall only charge the Teign Valley Company a nominal sum for an easement over any land belonging to them at or near the Chudleigh Road station which may require to be used for the purposes of the Teign Valley Railway or the sidings works and conveniences connected therewith and the Great Western Company will accommodate as far as they can without any additional outlay the traffic on the Teign Valley Railway carried on by them under this agreement in their existing station at Chudleigh Road and such accommodation in the said station shall be afforded without any payment or deduction of rent for such accommodation.

Article 18. On and after the opening of the Teign Valley Railway for public traffic the sum of one thousand two hundred pounds per annum which sum is to be applied by the Teign Valley Company from time to time in payment of interest on the debenture debt including debenture stock if any of the Teign Valley Company (herein-after referred to as debenture debt) shall be the first charge on the gross tolls fares rates and charges in respect of the Teign Valley Railway and the traffic thereon and shall be paid thereout from time to time by the Great Western Company to the Teign Valley Company in equal half-yearly amounts within fourteen days after the first day of March and the first day of September in each year and the Great Western Company shall not be required to see to the application of such moneys.

Article 19. On and after the opening for public traffic of the Teign Valley Railway and during the continuance of this agreement the tolls fares rates and charges in respect of the same and the traffic thereon shall from time to time be fixed or appointed by the Great Western Company and shall be such as will having reasonable regard to circumstances yield the largest amount of revenue and the general manager of the Great Western Company shall have and may exercise the same powers and authorities in and over the undertaking of the Teign Valley Company and the traffic thereof (so far as the Teign Valley Company can delegate the same) as he shall for the time being have the power to exercise over the Great Western Railway And all the tolls fares rates and charges on the traffic including terminal charges shall be so fixed by the Great Western Company as under all the circumstances fairly and reasonably to develop such traffic.

Article 20. The gross amount of all the tolls fares rates and charges from time to time payable to the Teign Valley Company and the Great Western Company respectively in respect of the Teign Valley Railway and the traffic thereon and receivable by the Great Western Company shall be divided between and belong to the two companies in the following proportions that is to say :—

First. The Great Western Company shall retain out of such gross amount fifty-five per cent. thereof (herein-after called the Great Western percentage) which shall cover all their expenses of and incident to the management maintenance repair working and user by them of the Teign Valley Railway and their other expenditure and liabilities under this agreement :

Secondly. The Great Western Company shall retain any amounts due to them for advances made by them for payments in respect of the one thousand

two hundred pounds per annum herein-before stipulated to be paid by them with interest thereon at five pounds per centum per annum from the dates of such advances or respective advances until repayment and they shall also retain any other sums with interest thereon as aforesaid which they are under this agreement entitled to retain as against income or which are payable out of income by the Teign Valley Company to the Great Western Company under this agreement :

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Thirdly. The Teign Valley Company shall have the balance of such gross amount (herein-after called "the Teign Valley per-centage").

Article 21. The Great Western Company shall not be required or liable in any way to see to the application or disposal of the Teign Valley per-centage.

Article 22. The gross amount referred to in Article 20 shall comprise the following (namely)—

- (1) The gross tolls fares rates and charges including the usual Clearing House station to station terminals receivable in respect of all local traffic :
- (2) A full mileage proportion of all the gross tolls fares rates and charges receivable in respect of all through traffic after the deduction of the usual Clearing House station to station terminals:
- (3) All such terminals in respect of stations upon the Teign Valley Railway on through traffic arising at or terminating at stations upon such railway but the Chudleigh Road station is not to be considered a station on the Teign Valley Railway Provided that in any case sums paid on and moneys received or receivable for the collection cartage and delivery and the expenses incurred in respect of transfer of goods and traffic of every description to from or at any terminus or station of the Great Western Company or Railway or of the Teign Valley Railway shall not be included in such gross amount but the Great Western Company shall be entitled to deduct and retain the same prior to any division.

Article 23. The payments to be made by the Great Western Company to the Teign Valley Company to carry out the provisions of the foregoing articles shall be made half-yearly within fourteen days after the first day of March and the first day of September in each year in respect of the period ending on the previous thirty-first day of December or thirtieth day of June as the case may be provided that in case an interval of less than half a year shall elapse between the first opening of the Teign Valley Railway for public traffic and the thirtieth day of June or the thirty-first day of December (as the case may be) next following the sums payable under this agreement shall be apportioned accordingly.

Article 24. Each of the companies will keep all such accounts and vouchers as shall be proper and sufficient for the purpose of this agreement which accounts and vouchers shall be open at reasonable times for the inspection and transcription so far as reasonably necessary of the directors and agents of the companies respectively and the companies respectively will afford to each other all proper and sufficient facilities for the inspection and where reasonably necessary for the transcription of such accounts and vouchers.

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Article 25. With respect to all through traffic the accounts of the tolls fares rates and charges for the same shall be so kept as that equal mileage proportions thereof (including terminals) shall be attributed to the Teign Valley Railway and the several railways from time to time worked or used by the Great Western Company respectively subject to any special division from time to time agreed between the Great Western Company and the Teign Valley Company and so as to show the fairness of the apportionment.

Article 26. Each of the companies will within twenty-eight days after the thirtieth day of January and the thirty-first day of July in every year transmit to the other an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

Article 27. If and whenever either of the companies within forty days after the transmission to them of any abstract of accounts requires the other company to verify the same they will do so and the abstract of accounts shall if necessary be made correct and shall thenceforth be deemed a settled account or if they permit the forty days to pass without requiring the verification of the abstract of accounts the same shall thereupon be deemed a settled account and no account once settled shall be re-opened.

Article 28. Every notice request account or other writing to be given by either of the companies to the other of them for any of the purposes of this agreement shall be sufficient if it be signed by the secretary of the company giving the same and shall be served or left as regards the Teign Valley Company at their principal office at _____ or such other place as they shall from time to time give notice in writing of to the Great Western Company and as regards the Great Western Company their principal office at Paddington or such other place as they shall from time to time give notice in writing of to the Teign Valley Company.

Article 29. The Teign Valley Company shall before the opening of the Teign Valley Railway for public traffic deliver or cause to be delivered to the Great Western Company free of charge such of the following documents as may be in the possession of the Teign Valley Company namely:—

1. The parliamentary plans and sections of the Teign Valley Company's railways in duplicate:
2. Book of reference to the plans respectively:
3. The working plans and sections or a copy thereof:
4. Copies of all contracts agreements covenants or obligations whatsoever including those with owners lessees and occupiers or others as to accommodation or other works sidings and level crossings:

And in the event of the Teign Valley Company failing to do so the Great Western Company in addition to such remedies as they may have against that company for not doing so or to compel them to do so may obtain at the expense of the Teign Valley Company a copy of such of the above as they can obtain and may deduct the cost thereof from the first moneys payable by them to or on behalf of the Teign Valley Company or may recover the same against the Teign Valley Company in any court of competent jurisdiction.

Article 30. No land belonging to the Teign Valley Company shall be disposed of by them in any way as superfluous land unless it has been previously declared in writing by the general manager and engineer of the Great Western Company for the time being that such land is not required for the then present or proximate traffic or other purposes of the Teign Valley Company's railway and the Great Western Company if they think fit may in any lands of the Teign Valley Company excavate remove and use any material or materials which may be required for ballasting maintaining repairing or otherwise in connexion with the railway and works the subject of this agreement or any part thereof respectively without payment therefor.

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Article 31. This agreement to be in perpetuity and to be subject to the approval of the proprietors of the Great Western Company and of the Teign Valley Company respectively at a general meeting of each of the said companies specially convened for the purpose in the manner provided by the Railways Clauses Act 1863 with respect to working agreements and the majority at each of such meetings to approve of the agreement shall be three fifths of the votes of the proprietors present in person or by proxy at each of such meetings and subject to such approval the agreement shall be in perpetuity.

Article 32. The Great Western Company may in the next or any subsequent session of Parliament apply to Parliament for a confirmation of this agreement and the Teign Valley Company shall if required to do so by the Great Western Company give all aid in their power to the successful prosecution of such application Provided always that nothing contained in this clause shall bind the Teign Valley Company to bear any part of the expenses incurred or to be incurred in any such application to Parliament.

Article 33. If and whenever any difference arises between the Teign Valley Company or their assigns and the Great Western Company or their assigns touching the true intent or construction of this agreement or anything to be done suffered or omitted in pursuance of this agreement or any of the incidents or consequences of this agreement or touching the carrying into effect of any of the articles of this agreement or any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement or any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises every such difference (except where some other mode of settlement is hereby expressly provided) shall in the first instance be referred to the chairmen of the two companies And if or so far as they fail to determine thereon the same shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 the arbitrator or umpire as the case may be to be appointed in the event of difference by the leading Queen's counsel on the northern circuit for the time being and every question or matter so referred shall be deemed to be in difference between the companies parties hereto and this article shall accordingly be and have effect as an agreement between the companies for arbitration under that Act.

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In witness whereof the Companies parties hereto have hereunto affixed their respective common seals the day and year first above written.

The common seal of the Teign Valley Railway Company
was hereunto affixed in the presence of

J. H. HILEY,
GERALD F. TALBOT, } Directors.

L.S.

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

J. D. HIGGINS, Assistant Secretary.

L.S.

FOURTH SCHEDULE.

AN AGREEMENT made the 14th day of March 1882 between the mayor aldermen and burgesses of the borough of Bodmin in the county of Cornwall (herein-after called the "Corporation") of the one part and the Great Western Railway Company (herein-after called "the Company") of the other part Whereas the Company are about to apply to Parliament for powers enabling them to make the several railways mentioned and described in clause No. 4 of the Bill hereunto annexed And whereas the railways numbered respectively 2 3 4 5 and 6 will pass through certain lands belonging to the Corporation and it is believed that the same will be a great advantage and convenience to the inhabitants of the borough of Bodmin and will also increase the value of the property of the Corporation abutting upon and in the neighbourhood of such railways and they have requested the Company to promote such railways and as an inducement to the Company to do so and to construct the same when authorised the Corporation have entered into the arrangement with the Company herein-after mentioned Now therefore it is hereby agreed between the Corporation and the Company as follows:—

1. Subject to the approval of the Lords of the Treasury being obtained as herein-after mentioned and in case an Act of Parliament is obtained by the Company authorising them to make the said railways Nos. 2 3 4 5 and 6 the Corporation will in consideration of the sum of five pounds to be paid to them by the Company and of the promotion by the Company of the said railway convey to the Company for the purpose of their undertaking to the extent of the interest of the Corporation therein but subject to the existing leases and tenancies thereof such of the premises or parcels of land particularly specified and contained within the red lines in the plan hereunto annexed as are the property of the Corporation and as shall be necessary for the construction working and user of the said railways as double lines of railway and the works

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and conveniences connected therewith or in lieu of such lands respectively or some part or parts thereof such other lands of the Corporation adjoining the red lines or one of them and within the dotted lines shown on the said plan as shall be necessary for the construction working and user of the said railways and the works and conveniences connected therewith as aforesaid.

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2. The Company shall at their own expense and unless otherwise hereafter agreed execute and do the following works for the accommodation of the Corporation in respect of the said lands viz.: Railway No. 2—a cattle creep under the line as near to the fence in the property No. 91 in the parish and borough of Bodmin on the plans deposited in respect of the said Bill as practicable such creep to be 12 feet wide and 10 feet high Another cattle creep if required by the Corporation at a practicable spot or in lieu thereof the Company to provide proper occupation gates for access from field to field on to the public roads from the cattle creep first above mentioned through the properties numbered on the deposited plans before referred to 81 83 90 96 and 99 in the said parish and borough of Bodmin and shall complete the said railways Nos. 2 and 3 fit for public use within three years after the Act authorising the same shall be passed.

3. This agreement shall subject to the approval of Parliament be scheduled to and confirmed by the said Bill and the Corporation shall be entitled to present a petition against any alterations being made therein in anywise affecting their rights either under this agreement or otherwise and shall also be entitled to appear by their town clerk and parliamentary agent before the committees to whom the said Bill shall be referred for the purpose of protecting their interests.

4. The costs and expenses of the Corporation necessarily and reasonably incurred by them in carrying this agreement into effect including all surveyors fees and the costs of preparing and executing these presents and of the preliminary treaty for the same and all necessary and reasonable costs whatsoever incidental to the arrangement between the Corporation and the Company including the expenses of applying to the Lords of the Treasury (whether the approval of the Lords of the Treasury shall or shall not be obtained) shall be paid by the Company.

5. The Corporation will forthwith apply to the Lords of the Treasury for and endeavour to obtain their approval of these presents and of the conveyance to the Company of the pieces of land herein-before mentioned but if such approval cannot be obtained these presents (except the provision as to the payment of costs by the Company) shall be void.

6. This agreement shall also be void if the said Act shall not be obtained within one year after the date hereof or if arrangements as to the land required from and the accommodation works required by the other owners of land on the said intended railways or with such of them as the Company may consider necessary are not made to the satisfaction of the Company and if the said railways Nos. 2 3 4 5 and 6 or either of them shall not be completed and rendered fit for passenger and goods traffic within five years after the passing of the said Act then this agreement so far as it applies to such

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The seal of the said mayor aldermen and burgesses was hereto affixed at a meeting duly convened and held at the Guildhall in the aforesaid borough of Bodmin on the fourteenth day of March one thousand eight hundred and eighty-two and the same was then signed by Thomas Frederick Hill Alms Esquire the mayor of the said borough and by him delivered as the act and deed of the said mayor aldermen and burgesses in the presence of

PRESTON J. WALLIS
Town Clerk.

T. FRED. H. ALMS
Mayor.

L.S. of the
Mayor, Aldermen,
and Burgesses of
the Borough of
Bodmin.

L.S.
of the
Great Western
Railway
Company.

FIFTH SCHEDULE.

THIS DEED made the eleventh day of January one thousand eight hundred and eighty-two between the VESTRY OF THE PARISH OF PADDINGTON in the county of Middlesex (herein-after called "the Vestry") of the one part and the GREAT WESTERN RAILWAY COMPANY (herein-after called "the Company") of the other part Whereas the Vestry commenced an action in the Exchequer Division of the High Court of Justice on the sixteenth of March one thousand eight hundred and eighty against the Company and in such action the Vestry allege and the Company deny that the piece of land coloured red on the

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plan drawn in the margin of these presents is a street within the meaning of the Metropolis Management Act and the Vestry claims to recover from the Company the sum of two hundred and sixty-five pounds eight shillings and threepence the apportioned cost of paving the same And whereas the said action has not been tried and the Vestry and the Company desire to compromise all matters in dispute between them in the said action upon the terms herein-after stated but it is apprehended that the Vestry have no power to carry out or enforce the provisions herein-after contained without the authority of Parliament and pending such application to Parliament as is herein-after provided for it has been agreed that nothing further shall be done in the said action Now this deed witnesseth and it is hereby agreed and declared between and by the Vestry and the Company as follows:—

1. The Company shall at their own expense in the first session of Parliament in which they may promote a Bill for other purposes seek the sanction of Parliament to these presents and shall use their best endeavours to obtain such sanction All the provisions herein-after contained shall be conditional on the sanction of Parliament being obtained to these presents within three years from the date hereof And if such sanction shall be refused the said action shall go on as if these presents had not been executed but no objection shall in that case be taken by either party on the ground of any delay that shall have arisen by reason of this agreement.

2. For the purposes of this agreement and if and when the same shall be confirmed as aforesaid so much of the said piece of land coloured red on the said plan as is crossed with blue lines shall be taken to have been and to be and shall be and remain the absolute property of and vested in the Company The residue of the said piece of ground shall be taken to have been and to be and shall be and remain a street vested in the Vestry in accordance with the provisions of the Metropolis Management Acts.

3. The Company their successors or assigns owners of the said piece of land crossed with blue lines shall at all times hereafter (until the Company shall have exercised the power given to them by clause 5 of these presents) be deemed to be in respect of such piece of land owners of lands abutting on a street within the meaning of 18 and 19 Vic. c. 120 sec. 105 and 25 and 26 Vic. cap. 102 s. 77 so far as regards the said pieces of land coloured red.

4. The Company shall pay to the Vestry as and for their contribution towards the paving of the residue of the said piece of land coloured red other than that striped blue the sum of one hundred and sixty-three pounds nine shillings and twopence The said sum to be paid within one month after the sanction of Parliament shall have been obtained to these presents and if not then paid to carry interest at the rate of five pounds per cent. per annum.

5. If at any time hereafter the Company shall require for the purposes of their undertaking and works the said piece of land coloured red and hereby agreed to be a street and of such requirement shall give notice in writing to the Vestry and shall at their own expense to the satisfaction of the Vestry make pave and complete with proper sewers and appurtenances a street over the piece of land within the dotted lines coloured yellow on the said plan or in such other

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6. The said action shall be dismissed without costs within one month after the sanction of Parliament shall have been obtained to these presents and each party shall pay their own costs of and incident to the said action and these presents.

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

