



CHAPTER xcviij.

An Act for empowering the Great Western Railway Company to construct new railways and for other purposes. A.D. 1905.
[11th July 1905.]

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 by this Act authorised:

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

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

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

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



CHAPTER xcvi.

An Act for empowering the Great Western Railway Company to construct new railways and for other purposes. A.D. 1905.
[11th July 1905.]

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 by this Act authorised:

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

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

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

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

[Ch. xcvi.] *Great Western Railway (New Railways) [5 Edw. 7.] Act, 1905.*

AD. 1905.

Short title.

1. This Act may be cited for all purposes as the Great Western Railway (New Railways) Act 1905.

Incorporation of general Acts.

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

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 :

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

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money ;

The conversion of the borrowed money into capital ;

The consolidation of the shares into stock ; and

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

And Part I. (relating to cancellation and surrender of shares)

Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

Interpretation.

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

The expression “ the railway ” or “ the railways ” means the new railways by this Act authorised.

Protection of gas and water mains of local authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus

[Ch. xcvi.] *Great Western Railway (New Railways) [5 Edw. 7.] Act, 1905.*

AD. 1905.

Short title.

1. This Act may be cited for all purposes as the Great Western Railway (New Railways) Act 1905.

Incorporation of general Acts.

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

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 :

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

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money ;

The conversion of the borrowed money into capital ;

The consolidation of the shares into stock ; and

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

And Part I. (relating to cancellation and surrender of shares)

Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

Interpretation.

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

The expression “ the railway ” or “ the railways ” means the new railways by this Act authorised.

Protection of gas and water mains of local authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus

of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated. A.D. 1905.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways 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 hereinbefore referred to and authorised by this Act are— Power to make railways and works.

AYNHO AND ASHENDON.

A Railway (No. 1) (18 miles 1 furlong and 4.65 chains in length) commencing in the parish of Aynho in the county of Northampton by a junction with the Oxford and Birmingham Railway of the Company and terminating in the parish of Ashendon (otherwise Ashenden-cum-Pollecot) in the rural district of Aylesbury in the county of Bucks by a junction with the railway (now in course of construction) authorised by the Great Western and Great Central Railway Companies Act 1899.

EALING AND SHEPHERD'S BUSH.

A Railway (No. 2) (1 mile 2 furlongs and 2.40 chains in length) wholly in the county of Middlesex commencing in the parish and borough of Ealing by a junction with the main line of railway of the Company and terminating in the parish and urban district of Acton by a junction with the Acton and Northolt Railway of the Company:

A Railway (No. 3) (2 miles and 7 furlongs in length) commencing in the parish and urban district of Acton in the county of Middlesex by a junction with the said Acton and Northolt Railway and terminating in the parish and metropolitan borough of Hammersmith at a point on the northern side of Uxbridge Road $1\frac{1}{2}$ chains or thereabouts east of Providence Place:

of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated. A.D. 1905.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways 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 hereinbefore referred to and authorised by this Act are— Power to make railways and works.

AYNHO AND ASHENDON.

A Railway (No. 1) (18 miles 1 furlong and 4·65 chains in length) commencing in the parish of Aynho in the county of Northampton by a junction with the Oxford and Birmingham Railway of the Company and terminating in the parish of Ashendon (otherwise Ashenden-cum-Pollecot) in the rural district of Aylesbury in the county of Bucks by a junction with the railway (now in course of construction) authorised by the Great Western and Great Central Railway Companies Act 1899.

EALING AND SHEPHERD'S BUSH.

A Railway (No. 2) (1 mile 2 furlongs and 2·40 chains in length) wholly in the county of Middlesex commencing in the parish and borough of Ealing by a junction with the main line of railway of the Company and terminating in the parish and urban district of Acton by a junction with the Acton and Northolt Railway of the Company :

A Railway (No. 3) (2 miles and 7 furlongs in length) commencing in the parish and urban district of Acton in the county of Middlesex by a junction with the said Acton and Northolt Railway and terminating in the parish and metropolitan borough of Hammersmith at a point on the northern side of Uxbridge Road $1\frac{1}{2}$ chains or thereabouts east of Providence Place :

A.D. 1905.

A Railway (No. 4) (2 furlongs and 5·80 chains in length) wholly in the parish and metropolitan borough of Hammer-smith commencing by a junction with Railway (No. 3) at a point 2 chains or thereabouts east of the junction of Forsbrook Street with Wood Lane and terminating by a junction with the West London Railway.

BRIDGNORTH AND WOLVERHAMPTON.

A Railway (No. 6) (15 miles 2 furlongs and 9·50 chains in length) commencing in the parish of Eardington in the county of Salop by a junction with the Severn Valley Railway of the Company and terminating in the parish of Bushbury in the county of Stafford by a junction with the Shrewsbury and Birmingham Railway of the Company :

A Railway (No. 7) (4 furlongs and 6·85 chains in length) wholly in the parish of Eardington in the county of Salop commencing by a junction with the Severn Valley Railway of the Company and terminating by a junction with Railway (No. 6) at a point in the field or enclosure numbered 8 on the 25-inch Ordnance map (2nd edition 1903) of the said parish :

A Railway (No. 8) (3 furlongs and 0·60 chain in length) wholly in the parish of Wrottesley in the county of Stafford commencing by a junction with Railway (No. 6) at a point in the field or enclosure numbered 327 on the 25-inch Ordnance map (2nd edition 1902) of the said parish and terminating by a junction with the Shrewsbury and Birmingham Railway of the Company :

A Railway (No. 9) (3 miles 5 furlongs and 1 chain in length) wholly in the county of Stafford commencing in the parish of Trysull and Seisdon by a junction with Railway (No. 6) in the field or enclosure numbered 432 on the 25-inch Ordnance map (2nd edition 1903) of the said parish and terminating in the parish and rural district of Kingswinford by a junction with the Kingswinford Branch Railway of the Company.

Rates and
charges for
railways &c.

6. The railways shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) and for all other purposes be deemed to be part of the Company's railways as if the same had been part of the Great Western Railway at the date of the passing of the Great

A.D. 1905.

A Railway (No. 4) (2 furlongs and 5·80 chains in length) wholly in the parish and metropolitan borough of Hammer-smith commencing by a junction with Railway (No. 3) at a point 2 chains or thereabouts east of the junction of Forsbrook Street with Wood Lane and terminating by a junction with the West London Railway.

BRIDGNORTH AND WOLVERHAMPTON.

A Railway (No. 6) (15 miles 2 furlongs and 9·50 chains in length) commencing in the parish of Eardington in the county of Salop by a junction with the Severn Valley Railway of the Company and terminating in the parish of Bushbury in the county of Stafford by a junction with the Shrewsbury and Birmingham Railway of the Company :

A Railway (No. 7) (4 furlongs and 6·85 chains in length) wholly in the parish of Eardington in the county of Salop commencing by a junction with the Severn Valley Railway of the Company and terminating by a junction with Railway (No. 6) at a point in the field or enclosure numbered 8 on the 25-inch Ordnance map (2nd edition 1903) of the said parish :

A Railway (No. 8) (3 furlongs and 0·60 chain in length) wholly in the parish of Wrottesley in the county of Stafford commencing by a junction with Railway (No. 6) at a point in the field or enclosure numbered 327 on the 25-inch Ordnance map (2nd edition 1902) of the said parish and terminating by a junction with the Shrewsbury and Birmingham Railway of the Company :

A Railway (No. 9) (3 miles 5 furlongs and 1 chain in length) wholly in the county of Stafford commencing in the parish of Trysull and Seisdon by a junction with Railway (No. 6) in the field or enclosure numbered 432 on the 25-inch Ordnance map (2nd edition 1903) of the said parish and terminating in the parish and rural district of Kingswinford by a junction with the Kingswinford Branch Railway of the Company.

Rates and
charges for
railways &c.

6. The railways shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) and for all other purposes be deemed to be part of the Company's railways as if the same had been part of the Great Western Railway at the date of the passing of the Great

[5 EDW. 7.] *Great Western Railway (New Railways) [Ch. xcvi.]*
Act, 1905.

Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale I. of Part I. in the Appendix to the said Order shall be applicable to the said railways: A.D. 1905.

Provided always that as respects parcels other than perishable merchandise by passenger train the rates and charges to be demanded and recovered in respect thereof shall not exceed as follows:—

With respect to Railways Nos. 1 2 3 and 4 the rates and charges prescribed by the Great Western Railway Amendment and Extensions Act 1847 ;

With respect to Railways Nos. 6 7 8 and 9 the rates and charges prescribed by the Shrewsbury and Birmingham Railway Act 1846 :

Provided also that as regards passenger traffic the maximum fares to be charged by the Company for the conveyance of passengers upon the railways including every expense incidental to such conveyance shall not exceed the following (that is to say) :—

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

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

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

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

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

Number on deposited Plans.	Parish or Area.	Description of Road.
RAILWAY No. 6.		
107	Urban district of Tettenhall - -	Public.

[5 EDW. 7.] *Great Western Railway (New Railways) [Ch. xcvi.]*
Act, 1905.

Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale I. of Part I. in the Appendix to the said Order shall be applicable to the said railways: A.D. 1905.

Provided always that as respects parcels other than perishable merchandise by passenger train the rates and charges to be demanded and recovered in respect thereof shall not exceed as follows:—

With respect to Railways Nos. 1 2 3 and 4 the rates and charges prescribed by the Great Western Railway Amendment and Extensions Act 1847 ;

With respect to Railways Nos. 6 7 8 and 9 the rates and charges prescribed by the Shrewsbury and Birmingham Railway Act 1846 :

Provided also that as regards passenger traffic the maximum fares to be charged by the Company for the conveyance of passengers upon the railways including every expense incidental to such conveyance shall not exceed the following (that is to say) :—

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

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

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

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

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

Number on deposited Plans.	Parish or Area.	Description of Road.
RAILWAY No. 6.		
107	Urban district of Tettenhall - -	Public.

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 EDW. 7.]
Act, 1905.

A.D. 1905.
Inclination
of roads.

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

Number on deposited Plans.	Parish or Area.	Description of Road.	Intended Inclination.
----------------------------	-----------------	----------------------	-----------------------

RAILWAY No. 6.

41	Parish of Penn Lower	-	Public	1 in 20 on the north-west side.
1	Parish of Wrottesley	-		
7	Parish of Bobbington	-		
			Public	1 in 100 on the north side and 1 in 29 on the south side.

RAILWAY No. 8.

40	Parish of Wrottesley	-	Public	1 in 16 towards points A and B on the south side.
----	----------------------	---	--------	---

RAILWAY No. 9.

6	Parish of Wombourn	-	Public	1 in 18 on the north-east side.
27	Parish of Wombourn	-	Public	1 in 30 on both sides.

Height and
span of
bridges.

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

Number on deposited Plans.	Parish or Area.	Description of Road.	Height.	Span.
----------------------------	-----------------	----------------------	---------	-------

RAILWAY No. 1.

11	Parish of Souldern	-	Public	14 feet	20 feet.
----	--------------------	---	--------	---------	----------

RAILWAY No. 6.

9	Borough of Bridgnorth	-	Public	15 feet	20 feet.
23	Parish of Claverley	-	Public	14 feet	15 feet.
68	Parish of Claverley	-	Public	15 feet	20 feet.
7	Parish of Bobbington	-	Public	15 feet	20 feet.
20	Parish of Trysull and Seisdon	-	Public	15 feet	25 feet.
32	Parish of Trysull and Seisdon	-	Public	15 feet	25 feet.
49	Parish of Trysull and Seisdon	-	Public	15 feet	20 feet.

RAILWAY No. 8.

40	Parish of Wrottesley	-	Public	14 feet	25 feet.
----	----------------------	---	--------	---------	----------

RAILWAY No. 9.

6	Parish of Wombourn	-	Public	15 feet	25 feet.
---	--------------------	---	--------	---------	----------

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 EDW. 7.]
Act, 1905.

A.D. 1905.
Inclination
of roads.

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

Number on deposited Plans.	Parish or Area.	Description of Road.	Intended Inclination.
----------------------------	-----------------	----------------------	-----------------------

RAILWAY No. 6.

41	Parish of Penn Lower	-	Public	1 in 20 on the north-west side.
1	Parish of Wrottesley	-		
7	Parish of Bobbington	-		
			Public	1 in 100 on the north side and 1 in 29 on the south side.

RAILWAY No. 8.

40	Parish of Wrottesley	-	Public	1 in 16 towards points A and B on the south side.
----	----------------------	---	--------	---

RAILWAY No. 9.

6	Parish of Wombourn	-	Public	1 in 18 on the north-east side.
27	Parish of Wombourn	-	Public	1 in 30 on both sides.

Height and
span of
bridges.

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

Number on deposited Plans.	Parish or Area.	Description of Road.	Height.	Span.
----------------------------	-----------------	----------------------	---------	-------

RAILWAY No. 1.

11	Parish of Souldern	-	Public	14 feet	20 feet.
----	--------------------	---	--------	---------	----------

RAILWAY No. 6.

9	Borough of Bridgnorth	-	Public	15 feet	20 feet.
23	Parish of Claverley	-	Public	14 feet	15 feet.
68	Parish of Claverley	-	Public	15 feet	20 feet.
7	Parish of Bobbington	-	Public	15 feet	20 feet.
20	Parish of Trysull and Seisdon	-	Public	15 feet	25 feet.
32	Parish of Trysull and Seisdon	-	Public	15 feet	25 feet.
49	Parish of Trysull and Seisdon	-	Public	15 feet	20 feet.

RAILWAY No. 8.

40	Parish of Wrottesley	-	Public	14 feet	25 feet.
----	----------------------	---	--------	---------	----------

RAILWAY No. 9.

6	Parish of Wombourn	-	Public	15 feet	25 feet.
---	--------------------	---	--------	---------	----------

[5 EDW. 7.] *Great Western Railway (New Railways)* [Ch. xcvi.]
Act, 1905.

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

A.D. 1905.
Width of
certain road-
ways.

Number on deposited Plans.	Parish or Area.	Description of Roadway.	Width of Roadway.
RAILWAY No. 1.			
11	Parish of Somerton - - -	Public - - -	20 feet.
4	Parish of Ardley - - -	Public - - -	20 feet.
8	Parish of Ardley - - -	Public - - -	15 feet.
16	Parish of Ardley - - -	Public - - -	20 feet.
7	Parish of Bucknell - - -	Public - - -	20 feet.
9	Parish of Blackthorn - - -	Public - - -	20 feet.
10	Parish of Piddington - - -	Public - - -	20 feet.
4	Parish of Ludgershall - - -	Public - - -	15 feet.
18	Parish of Ludgershall - - -	Public - - -	20 feet.
17	Parish of Brill - - -	Public - - -	20 feet.
13	Parish of Dorton - - -	Public - - -	20 feet.
RAILWAY No. 6.			
17	Parish of Claverley - - -	Public - - -	20 feet.
46	Parish of Claverley - - -	Public - - -	12 feet.
55	Parish of Claverley - - -	Public - - -	20 feet.
4	Parish of Penn Lower - - -	Public - - -	25 feet.
34	Parish of Penn Lower - - -	Public - - -	20 feet.
41	Parish of Penn Lower - - -	Public - - -	25 feet.
1	Parish of Wrottesley - - -		
8	Parish of Wrottesley - - -		
1	Urban district of Tettenhall - - -	Public - - -	20 feet.
RAILWAY No. 9.			
27	Parish of Wombourn - - -	Public - - -	25 feet.
42	Parish of Wombourn - - -	Public - - -	25 feet.

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

Power to
divert roads
as shown on
deposited
plans.

Railway.	Parish or Area.	Number on deposited Plans.
No. 1 - - -	Piddington - - -	10
No. 6 - - -	Claverley - - -	23
No. 6 - - -	Claverley - - -	26

[5 EDW. 7.] *Great Western Railway (New Railways)* [Ch. xcvi.]
Act, 1905.

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

A.D. 1905.
Width of
certain road-
ways.

Number on deposited Plans.	Parish or Area.	Description of Roadway.	Width of Roadway.
RAILWAY No. 1.			
11	Parish of Somerton - - -	Public - - -	20 feet.
4	Parish of Ardley - - -	Public - - -	20 feet.
8	Parish of Ardley - - -	Public - - -	15 feet.
16	Parish of Ardley - - -	Public - - -	20 feet.
7	Parish of Bucknell - - -	Public - - -	20 feet.
9	Parish of Blackthorn - - -	Public - - -	20 feet.
10	Parish of Piddington - - -	Public - - -	20 feet.
4	Parish of Ludgershall - - -	Public - - -	15 feet.
18	Parish of Ludgershall - - -	Public - - -	20 feet.
17	Parish of Brill - - -	Public - - -	20 feet.
13	Parish of Dorton - - -	Public - - -	20 feet.
RAILWAY No. 6.			
17	Parish of Claverley - - -	Public - - -	20 feet.
46	Parish of Claverley - - -	Public - - -	12 feet.
55	Parish of Claverley - - -	Public - - -	20 feet.
4	Parish of Penn Lower - - -	Public - - -	25 feet.
34	Parish of Penn Lower - - -	Public - - -	20 feet.
41	Parish of Penn Lower - - -	Public - - -	25 feet.
1	Parish of Wrottesley - - -		
8	Parish of Wrottesley - - -		
1	Urban district of Tettenhall - - -	Public - - -	20 feet.
RAILWAY No. 9.			
27	Parish of Wombourn - - -	Public - - -	25 feet.
42	Parish of Wombourn - - -	Public - - -	25 feet.

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

Power to
divert roads
as shown on
deposited
plans.

Railway.	Parish or Area.	Number on deposited Plans.
No. 1 - - -	Piddington - - -	10
No. 6 - - -	Claverley - - -	23
No. 6 - - -	Claverley - - -	26

[Ch. xcvi.] *Great Western Railway (New Railways) Act, 1905.* [5 EDW. 7.]

A.D. 1905.

Stopping up
road in case
of diversion.

12. Where this Act authorises the diversion of a road and the stopping up of an existing road or portion thereof such stopping up shall not take place until two justices shall have certified that the new road has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road is situate seven days' notice in writing of their intention to apply for the same.

As from the date of the said certificate all rights of way over or along the existing road or portion shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the Company :

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

As to private
rights of way
over lands
taken com-
pulsorily.

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

Company not
liable to re-
pair surface
of road level
of which is
not perman-
ently altered.

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

For pro-
tection of
Oxfordshire
County
Council and

15. Notwithstanding anything contained in this Act or shown on the deposited plans or sections the following provisions for the protection of the county council of Oxfordshire (in this section called "the council") shall unless otherwise agreed between the

[Ch. xcvi.] *Great Western Railway (New Railways) Act, 1905.* [5 EDW. 7.]

A.D. 1905.

Stopping up
road in case
of diversion.

12. Where this Act authorises the diversion of a road and the stopping up of an existing road or portion thereof such stopping up shall not take place until two justices shall have certified that the new road has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road is situate seven days' notice in writing of their intention to apply for the same.

As from the date of the said certificate all rights of way over or along the existing road or portion shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the Company :

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

As to private
rights of way
over lands
taken com-
pulsorily.

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

Company not
liable to re-
pair surface
of road level
of which is
not perman-
ently altered.

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

For pro-
tection of
Oxfordshire
County
Council and

15. Notwithstanding anything contained in this Act or shown on the deposited plans or sections the following provisions for the protection of the county council of Oxfordshire (in this section called "the council") shall unless otherwise agreed between the

Company and the council apply and have effect in the construction of Railway No. 1 by this Act authorised (that is to say) :—

A.D. 1905.

—
Bicester Urban District Council.

- (1) The Company shall carry the said railway over the roads respectively numbered on the deposited plans 4 7 8 and 9 in the urban district of Bicester in all things in accordance with the plan and section marked A and signed by William Wylie Grierson on behalf of the Company and Sidney Stallard on behalf of the council :
- (2) Each of the bridges for carrying the said railway over the roads respectively numbered on the deposited plans 28 34 and 45 in the said urban district shall be constructed of a width of not less than 35 feet and with a headway of not less than 16 feet Provided that the Company may for the purpose of obtaining the said headway lower the said roads Nos. 28 and 34 not exceeding 2 feet below their existing level and so that the gradient of the portions of the said roads so lowered shall not be steeper than 1 in 30 :
- (3) The Company shall carry the said railway over the roads respectively numbered on the deposited plans 21 and 22 in the parish of Blackthorn in all things in accordance with the plan and section marked B and signed as aforesaid :
- (4) The council shall give to the Company such facilities for and during the construction of the said works by permitting the temporary closing of portions of the said roads or the temporary diversion thereof as the Company may reasonably require but so as not to entirely close any such road against traffic :
- (5) If any difference shall arise between the Company and the council with respect to the matters aforesaid that difference shall unless otherwise agreed be settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889 :
- (6) The foregoing provisions of this section (other than those contained in subsection 3) shall enure for the benefit and protection of the Bicester Urban District Council as if the same had been expressly re-enacted in this

Company and the council apply and have effect in the construction of Railway No. 1 by this Act authorised (that is to say) :—

A.D. 1905.

—
Bicester Urban District Council.

- (1) The Company shall carry the said railway over the roads respectively numbered on the deposited plans 4 7 8 and 9 in the urban district of Bicester in all things in accordance with the plan and section marked A and signed by William Wylie Grierson on behalf of the Company and Sidney Stallard on behalf of the council :
- (2) Each of the bridges for carrying the said railway over the roads respectively numbered on the deposited plans 28 34 and 45 in the said urban district shall be constructed of a width of not less than 35 feet and with a headway of not less than 16 feet Provided that the Company may for the purpose of obtaining the said headway lower the said roads Nos. 28 and 34 not exceeding 2 feet below their existing level and so that the gradient of the portions of the said roads so lowered shall not be steeper than 1 in 30 :
- (3) The Company shall carry the said railway over the roads respectively numbered on the deposited plans 21 and 22 in the parish of Blackthorn in all things in accordance with the plan and section marked B and signed as aforesaid :
- (4) The council shall give to the Company such facilities for and during the construction of the said works by permitting the temporary closing of portions of the said roads or the temporary diversion thereof as the Company may reasonably require but so as not to entirely close any such road against traffic :
- (5) If any difference shall arise between the Company and the council with respect to the matters aforesaid that difference shall unless otherwise agreed be settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889 :
- (6) The foregoing provisions of this section (other than those contained in subsection 3) shall enure for the benefit and protection of the Bicester Urban District Council as if the same had been expressly re-enacted in this

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 EDW. 7.]
Act, 1905.

A.D. 1905.

Act with the name of the Bicester Urban District Council substituted for the name of the county council of Oxfordshire.

For protection of Northampton County Council.

16. Notwithstanding anything in this Act contained or shown on the deposited sections relating to Railway No. 1 the bridge for carrying the said railway over the road numbered on the deposited plans 10 in the parish of Aynho shall be constructed of a width of not less than 35 feet on the square and with a headway of not less than 16 feet.

For protection of Bicester Rural District Council.

17. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections in the construction of Railway No. 1 by this Act authorised through the rural district of Bicester the following provisions for the protection of the council of that district (in this section hereinafter referred to as "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

- (1) The bridge for carrying the said railway over the road numbered on the deposited plans 11 in the parish of Souldern shall be constructed with a headway of not less than 15 feet but the Company may in order to provide this headway lower the road under the bridge so that the gradient thereof shall not be steeper than 1 in 20 on the condition that the lowered portion shall be sufficiently drained of water by the Company:
- (2) In altering the levels of the roads numbered on the deposited plans 11 in the parish of Somerton 4 in the parish of Ardley and 7 in the parish of Bucknell the Company shall not make them steeper than 1 in 25 and a three feet footpath alongside the road numbered 10 in the parish of Piddington shall be preserved up the approaches and over the bridge:
- (3) The Company shall carry all footpaths in the said rural district which may be intersected by the said railway straight and direct across the same and shall provide proper stiles in the fences of the railway or shall divert the said footpaths across the said railway by means of adjacent bridges or subways or otherwise as may be reasonably approved by the Council:
- (4) The Company shall carry the bridleways respectively numbered on the deposited plans 4 in the parish of

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 EDW. 7.]
Act, 1905.

A.D. 1905.

Act with the name of the Bicester Urban District Council substituted for the name of the county council of Oxfordshire.

For protection of Northampton County Council.

16. Notwithstanding anything in this Act contained or shown on the deposited sections relating to Railway No. 1 the bridge for carrying the said railway over the road numbered on the deposited plans 10 in the parish of Aynho shall be constructed of a width of not less than 35 feet on the square and with a headway of not less than 16 feet.

For protection of Bicester Rural District Council.

17. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections in the construction of Railway No. 1 by this Act authorised through the rural district of Bicester the following provisions for the protection of the council of that district (in this section hereinafter referred to as "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

- (1) The bridge for carrying the said railway over the road numbered on the deposited plans 11 in the parish of Souldern shall be constructed with a headway of not less than 15 feet but the Company may in order to provide this headway lower the road under the bridge so that the gradient thereof shall not be steeper than 1 in 20 on the condition that the lowered portion shall be sufficiently drained of water by the Company:
- (2) In altering the levels of the roads numbered on the deposited plans 11 in the parish of Somerton 4 in the parish of Ardley and 7 in the parish of Bucknell the Company shall not make them steeper than 1 in 25 and a three feet footpath alongside the road numbered 10 in the parish of Piddington shall be preserved up the approaches and over the bridge:
- (3) The Company shall carry all footpaths in the said rural district which may be intersected by the said railway straight and direct across the same and shall provide proper stiles in the fences of the railway or shall divert the said footpaths across the said railway by means of adjacent bridges or subways or otherwise as may be reasonably approved by the Council:
- (4) The Company shall carry the bridleways respectively numbered on the deposited plans 4 in the parish of

Blackthorn and 12 and 21 in the parish of Ardley over or under Railway No. 1 by means of bridges or subways not less than 10 feet in width or the Company may divert such bridleways and carry the same over or under the said railway by means of adjacent bridges or subways or otherwise (as the case may be) as may be reasonably approved by the council : A.D. 1905.

- (5) The Company shall carry all other bridleways in the said district which may be intersected by the said railway either by means of level crossings straight and direct across the same or may divert them in the manner provided by the last preceding subsection in respect of the bridleways therein mentioned :
- (6) If any difference shall arise between the Company and the council under this section such difference shall be determined by an arbitrator to be appointed unless otherwise agreed upon by the President of the Institution of Civil Engineers on the application of either party.

18. The following provisions for the protection of the London and North Western Railway Company (in this section referred to as "the North Western Company") shall unless otherwise agreed apply and have effect :—

For protection of London and North Western Railway Company.

- (1) The Company shall construct Railway No. 1 and the works in connection therewith by this Act authorised so far as the same pass over adjoin or affect the railway lands or works of the North Western Company so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railway of the North Western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North Western Company full compensation in respect thereof :
- (2) The Company shall carry Railway No. 1 where the same is intended to cross over the railway of the North Western Company by means of a wrought iron or steel

Blackthorn and 12 and 21 in the parish of Ardley over or under Railway No. 1 by means of bridges or subways not less than 10 feet in width or the Company may divert such bridleways and carry the same over or under the said railway by means of adjacent bridges or subways or otherwise (as the case may be) as may be reasonably approved by the council : A.D. 1905.

- (5) The Company shall carry all other bridleways in the said district which may be intersected by the said railway either by means of level crossings straight and direct across the same or may divert them in the manner provided by the last preceding subsection in respect of the bridleways therein mentioned :
- (6) If any difference shall arise between the Company and the council under this section such difference shall be determined by an arbitrator to be appointed unless otherwise agreed upon by the President of the Institution of Civil Engineers on the application of either party.

18. The following provisions for the protection of the London and North Western Railway Company (in this section referred to as "the North Western Company") shall unless otherwise agreed apply and have effect :—

For protection of London and North Western Railway Company.

- (1) The Company shall construct Railway No. 1 and the works in connection therewith by this Act authorised so far as the same pass over adjoin or affect the railway lands or works of the North Western Company so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railway of the North Western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North Western Company full compensation in respect thereof :
- (2) The Company shall carry Railway No. 1 where the same is intended to cross over the railway of the North Western Company by means of a wrought iron or steel

A.D. 1905.

girder bridge with wrought iron or steel flooring of one clear span such span to be of the width of 54 feet measured on the square at the proposed point of crossing and to be in such position as shall be reasonably approved by the principal engineer of the North Western Company and such bridge shall have a clear headway throughout of not less than fourteen feet six inches above the existing level of the upper surface of the rails upon the said railway of the North Western Company at the said point of crossing and the Company shall for ever maintain such headway:

- (3) If by reason of the construction of the said portion of Railway No. 1 hereby authorised it shall become necessary to add to or to alter any signal or signals upon the said railway of the North Western Company the same shall be so added to or altered by the North Western Company and the reasonable expense thereof shall be repaid to that company by the Company:
- (4) The Company shall construct the said portion of Railway No. 1 where the same will pass over the railway of the North Western Company and all works both temporary and permanent necessary and incident to the construction thereof so far as they affect the railways property and works of the North Western Company in accordance with the provisions of this section and according to plans sections and specifications which shall be previously submitted to and approved in writing by the principal engineer of the North Western Company (hereinafter referred to as "the said principal engineer") and the Company shall not commence the construction of the said portion of Railway No. 1 or enter upon or interfere with any lands works or property belonging to or used by the North Western Company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of fourteen days neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then

A.D. 1905.

girder bridge with wrought iron or steel flooring of one clear span such span to be of the width of 54 feet measured on the square at the proposed point of crossing and to be in such position as shall be reasonably approved by the principal engineer of the North Western Company and such bridge shall have a clear headway throughout of not less than fourteen feet six inches above the existing level of the upper surface of the rails upon the said railway of the North Western Company at the said point of crossing and the Company shall for ever maintain such headway:

- (3) If by reason of the construction of the said portion of Railway No. 1 hereby authorised it shall become necessary to add to or to alter any signal or signals upon the said railway of the North Western Company the same shall be so added to or altered by the North Western Company and the reasonable expense thereof shall be repaid to that company by the Company:
- (4) The Company shall construct the said portion of Railway No. 1 where the same will pass over the railway of the North Western Company and all works both temporary and permanent necessary and incident to the construction thereof so far as they affect the railways property and works of the North Western Company in accordance with the provisions of this section and according to plans sections and specifications which shall be previously submitted to and approved in writing by the principal engineer of the North Western Company (hereinafter referred to as "the said principal engineer") and the Company shall not commence the construction of the said portion of Railway No. 1 or enter upon or interfere with any lands works or property belonging to or used by the North Western Company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of fourteen days neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then

the said portion of Railway No. 1 and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed on or in default of agreement to be appointed at the request of either the Company or the North Western Company by the President of the Institution of Civil Engineers: A.D. 1905.

- (5) The said portion of Railway No. 1 and all works necessary or incident to the construction thereof or affecting the property or works of the North Western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer:
- (6) The Company shall not (except with the previous consent of the North Western Company under their common seal) purchase or acquire any lands or property of the North Western Company but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using such of the lands of the latter company as may be necessary for the construction of the said portion of Railway No. 1 in accordance with the provisions of this section:
- (7) During the construction of the said portion of Railway No. 1 across and adjoining and near to or affecting the railway property and works of the North Western Company the Company shall bear and on demand pay to that company all expense of employment by them of a reasonable number of inspectors or watchmen to be appointed by that company for watching their railway and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise:

the said portion of Railway No. 1 and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed on or in default of agreement to be appointed at the request of either the Company or the North Western Company by the President of the Institution of Civil Engineers: A.D. 1905.

- (5) The said portion of Railway No. 1 and all works necessary or incident to the construction thereof or affecting the property or works of the North Western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer:
- (6) The Company shall not (except with the previous consent of the North Western Company under their common seal) purchase or acquire any lands or property of the North Western Company but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using such of the lands of the latter company as may be necessary for the construction of the said portion of Railway No. 1 in accordance with the provisions of this section:
- (7) During the construction of the said portion of Railway No. 1 across and adjoining and near to or affecting the railway property and works of the North Western Company the Company shall bear and on demand pay to that company all expense of employment by them of a reasonable number of inspectors or watchmen to be appointed by that company for watching their railway and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise:

A.D. 1905.
—

- (8) The Company shall at all times maintain the said portion of Railway No. 1 and all the works connected therewith and incident thereto by which the said Railway No. 1 shall be carried across and adjoining the railway works and lands of the North Western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North Western Company by the Company :
- (9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise during the execution or by reason of the failure of the said Railway No. 1 and the works in connection therewith or of any of the persons in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :
- (10) If in the opinion of the North Western Company or in case of difference between them and the Company of an arbitrator to be appointed as hereinafter provided it shall be necessary for the North Western Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be left so unworked then the Company shall on demand pay to the North Western Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation or a fair

A.D. 1905.
—

- (8) The Company shall at all times maintain the said portion of Railway No. 1 and all the works connected therewith and incident thereto by which the said Railway No. 1 shall be carried across and adjoining the railway works and lands of the North Western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North Western Company by the Company :
- (9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise during the execution or by reason of the failure of the said Railway No. 1 and the works in connection therewith or of any of the persons in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :
- (10) If in the opinion of the North Western Company or in case of difference between them and the Company of an arbitrator to be appointed as hereinafter provided it shall be necessary for the North Western Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be left so unworked then the Company shall on demand pay to the North Western Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation or a fair

A.D. 1905.

proportion thereof in case the same minerals shall be required to be left unworked as well for the protection and safety of the railway works or property of the North Western Company as of the said works to be constructed under the powers of this Act and the amount of such costs and expenses or proportion or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as hereinafter provided :

- (11) If any difference shall arise between the respective engineers of the Company and the North Western Company as to the reasonableness of the plans sections and specifications hereinbefore provided for or if any difference shall arise under the last preceding subsection such difference shall be referred to and be determined by an engineer or other fit person to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North Western Company.

19. For the protection of the Great Western and Great Central Railway Companies Joint Committee (hereinafter called "the joint committee") the following provisions shall unless otherwise agreed between the Company and the joint committee have effect (that is to say):—

For protection of Great Western and Great Central Railways Joint Committee.

- (1) The Company shall not without in every case the previous consent of the joint committee under their common seal take use enter upon or interfere with any lands railways sidings or other works from time to time belonging to or worked by the joint committee except only so far as shall be necessary for the purpose of making and maintaining Railway No. 1 as the same is according to this Act to be constructed :

- (2) With respect to any land of the joint committee which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the joint committee may and shall grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :

proportion thereof in case the same minerals shall be required to be left unworked as well for the protection and safety of the railway works or property of the North Western Company as of the said works to be constructed under the powers of this Act and the amount of such costs and expenses or proportion or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as hereinafter provided :

A.D. 1905.

- (11) If any difference shall arise between the respective engineers of the Company and the North Western Company as to the reasonableness of the plans sections and specifications hereinbefore provided for or if any difference shall arise under the last preceding subsection such difference shall be referred to and be determined by an engineer or other fit person to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North Western Company.

19. For the protection of the Great Western and Great Central Railway Companies Joint Committee (hereinafter called "the joint committee") the following provisions shall unless otherwise agreed between the Company and the joint committee have effect (that is to say):—

For protection of Great Western and Great Central Railways Joint Committee.

- (1) The Company shall not without in every case the previous consent of the joint committee under their common seal take use enter upon or interfere with any lands railways sidings or other works from time to time belonging to or worked by the joint committee except only so far as shall be necessary for the purpose of making and maintaining Railway No. 1 as the same is according to this Act to be constructed :

- (2) With respect to any land of the joint committee which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the joint committee may and shall grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :

A.D. 1905.

- (3) Subject to the provisions of this section the junction of the said Railway No. 1 with the joint committee's line of railway shall be effected at such points within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved of by the engineer of the Great Central Company or in case of difference as shall be determined by arbitration as hereinafter provided :
- (4) In constructing the Railway No. 1 by this Act authorised the Company shall not in any way unnecessarily obstruct or interfere with the traffic passing along the railways of the joint committee and if by reason of any works or proceedings of the Company there shall be any such obstruction or interference with the said railway of the joint committee so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the joint committee the sum of twenty pounds per hour during which any such obstruction or interference shall continue :
- (5) The Company shall bear and on demand pay to the joint committee the reasonable expense of the employment by the joint committee during the making of the Railway No. 1 by this Act authorised on the land of the joint committee adjacent to their railway of a sufficient number of inspectors watchmen and signalmen to be appointed by the joint committee for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise and if by reason of the construction of the said railway and works or junction or of any altered or substituted junction it shall become necessary to add to or alter any signal cabins signal posts signals or other works on the railways of the joint committee the joint committee shall make such additions or alterations and the expense

A.D. 1905.

- (3) Subject to the provisions of this section the junction of the said Railway No. 1 with the joint committee's line of railway shall be effected at such points within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved of by the engineer of the Great Central Company or in case of difference as shall be determined by arbitration as hereinafter provided :
- (4) In constructing the Railway No. 1 by this Act authorised the Company shall not in any way unnecessarily obstruct or interfere with the traffic passing along the railways of the joint committee and if by reason of any works or proceedings of the Company there shall be any such obstruction or interference with the said railway of the joint committee so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the joint committee the sum of twenty pounds per hour during which any such obstruction or interference shall continue :
- (5) The Company shall bear and on demand pay to the joint committee the reasonable expense of the employment by the joint committee during the making of the Railway No. 1 by this Act authorised on the land of the joint committee adjacent to their railway of a sufficient number of inspectors watchmen and signalmen to be appointed by the joint committee for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise and if by reason of the construction of the said railway and works or junction or of any altered or substituted junction it shall become necessary to add to or alter any signal cabins signal posts signals or other works on the railways of the joint committee the joint committee shall make such additions or alterations and the expense

A.D. 1905.
—

thereof shall be repaid to them by the Company forthwith on demand and the cost of maintenance and working of any such additional or altered signal cabins signal posts signals or other works as shall have become necessary by reason of the works of the Company shall forthwith on demand be repaid to the joint committee by the Company :

- (6) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the joint committee shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the joint committee may make good the same and recover the expense thereof against the Company :
- (7) The Company shall at all times maintain the said junction and works in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the joint committee and if and whenever the Company fail so to do the joint committee may make and do in and upon as well the lands of the Company as their own lands all such works and things as they reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered by the joint committee from the Company :
- (8) If any difference shall arise between the Company and the joint committee respecting the matters and provisions aforesaid or any of them such difference shall be referred to and determined by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the Board of Trade.

20. The following provisions for the protection of the Oxford and Aylesbury Tramroad Company (hereinafter called

For pro-
tection of
Oxford and

A.D. 1905.
—

thereof shall be repaid to them by the Company forthwith on demand and the cost of maintenance and working of any such additional or altered signal cabins signal posts signals or other works as shall have become necessary by reason of the works of the Company shall forthwith on demand be repaid to the joint committee by the Company :

- (6) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the joint committee shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the joint committee may make good the same and recover the expense thereof against the Company :
- (7) The Company shall at all times maintain the said junction and works in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the joint committee and if and whenever the Company fail so to do the joint committee may make and do in and upon as well the lands of the Company as their own lands all such works and things as they reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered by the joint committee from the Company :
- (8) If any difference shall arise between the Company and the joint committee respecting the matters and provisions aforesaid or any of them such difference shall be referred to and determined by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the Board of Trade.

20. The following provisions for the protection of the Oxford and Aylesbury Tramroad Company (hereinafter called

For pro-
tection of
Oxford and

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 EDW. 7.]
Act, 1905.

A.D. 1905. "the tramroad company") shall unless otherwise agreed between
the Company and the tramroad company apply and have effect:—

Aylesbury
Tramroad
Company.

- (1) The Company shall construct Railway No. 1 by this Act authorised so far as the same passes under adjoins or affects the tramroad lands works and sidings of the tramroad company (in this section called "the said tramroad") by such means and in such manner only as to leave undisturbed at all times the lines of the said tramroad or other works connected therewith and so as in no way to obstruct impede or interfere with the free uninterrupted and safe user of the said tramroad or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the tramroad company full compensation in respect thereof:
- (2) Where Railway No. 1 crosses under the said tramroad such crossing shall be made and maintained by the Company so as not to injure the stability of the said tramroad in any way whatsoever or to endanger the passage of traffic thereon:
- (3) The Company shall carry the said Railway No. 1 where the same is intended to cross under the said tramroad by means of a wrought iron or steel girder bridge with wrought iron or steel flooring of not less than 51 feet between the parapets measured on the square and the upper surface of the flooring of the said bridge shall be at an uniform level of not less than 1 foot 6 inches below the level of the existing rails of the said tramroad at the said point of crossing The Company shall at all times maintain the bridge and other works by which the said railway shall be carried under the said tramroad in substantial repair and good order and condition to the reasonable satisfaction of the engineer of the tramroad company and if and whenever the Company fail so to do the tramroad company may make and do in and upon as well the lands of the Company as their own lands all such works and things as may be requisite in that behalf and the sum from time to time expended by the tramroad company shall be repaid to them by the Company:

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 EDW. 7.]
Act, 1905.

A.D. 1905. "the tramroad company") shall unless otherwise agreed between
the Company and the tramroad company apply and have effect:—

Aylesbury
Tramroad
Company.

- (1) The Company shall construct Railway No. 1 by this Act authorised so far as the same passes under adjoins or affects the tramroad lands works and sidings of the tramroad company (in this section called "the said tramroad") by such means and in such manner only as to leave undisturbed at all times the lines of the said tramroad or other works connected therewith and so as in no way to obstruct impede or interfere with the free uninterrupted and safe user of the said tramroad or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the tramroad company full compensation in respect thereof:
- (2) Where Railway No. 1 crosses under the said tramroad such crossing shall be made and maintained by the Company so as not to injure the stability of the said tramroad in any way whatsoever or to endanger the passage of traffic thereon:
- (3) The Company shall carry the said Railway No. 1 where the same is intended to cross under the said tramroad by means of a wrought iron or steel girder bridge with wrought iron or steel flooring of not less than 51 feet between the parapets measured on the square and the upper surface of the flooring of the said bridge shall be at an uniform level of not less than 1 foot 6 inches below the level of the existing rails of the said tramroad at the said point of crossing The Company shall at all times maintain the bridge and other works by which the said railway shall be carried under the said tramroad in substantial repair and good order and condition to the reasonable satisfaction of the engineer of the tramroad company and if and whenever the Company fail so to do the tramroad company may make and do in and upon as well the lands of the Company as their own lands all such works and things as may be requisite in that behalf and the sum from time to time expended by the tramroad company shall be repaid to them by the Company:

- (4) The Company shall construct the said bridge under the said tramroad and all the works both temporary or permanent necessary or incident to the construction thereof so far as they affect the property works and sidings of the tramroad company in accordance with the provisions of this section and according to plans sections and specifications to be submitted to and approved in writing by the said engineer before any of those works are begun and the Company shall not commence the construction of the said bridge and works or enter upon or interfere with any land works or property belonging to or used or authorised to be used by the tramroad company until such plans sections and specifications shall have been so approved. Provided always that if the said engineer shall for the period of fourteen days neglect or refuse to approve such plans and sections or shall disapprove the same and in case of the said engineer and the engineer of the Company failing to agree or of any difference arising between them then the said portion of Railway No. 1 and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed on or in default of agreement to be appointed at the request of either the Company or the tramroad company by the President of the Institution of Civil Engineers :
- (5) The said Railway No. 1 and all works necessary or incidental thereto so far as they affect the property or works of the tramroad company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the engineer of the tramroad company :
- (6) The Company shall not (except in every case with the previous consent of the tramroad company in writing under their common seal) purchase or acquire take use enter upon or interfere with any lands or property belonging to the tramroad company or alter vary or interfere with the said tramroad or any works connected therewith but the Company may purchase and

A.D. 1905.

- (4) The Company shall construct the said bridge under the said tramroad and all the works both temporary or permanent necessary or incident to the construction thereof so far as they affect the property works and sidings of the tramroad company in accordance with the provisions of this section and according to plans sections and specifications to be submitted to and approved in writing by the said engineer before any of those works are begun and the Company shall not commence the construction of the said bridge and works or enter upon or interfere with any land works or property belonging to or used or authorised to be used by the tramroad company until such plans sections and specifications shall have been so approved. Provided always that if the said engineer shall for the period of fourteen days neglect or refuse to approve such plans and sections or shall disapprove the same and in case of the said engineer and the engineer of the Company failing to agree or of any difference arising between them then the said portion of Railway No. 1 and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed on or in default of agreement to be appointed at the request of either the Company or the tramroad company by the President of the Institution of Civil Engineers : A.D. 1905.
- (5) The said Railway No. 1 and all works necessary or incidental thereto so far as they affect the property or works of the tramroad company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the engineer of the tramroad company :
- (6) The Company shall not (except in every case with the previous consent of the tramroad company in writing under their common seal) purchase or acquire take use enter upon or interfere with any lands or property belonging to the tramroad company or alter vary or interfere with the said tramroad or any works connected therewith but the Company may purchase and

A.D. 1905.

take and the tramroad company shall sell and grant accordingly an easement or right of using so much of the same as may be necessary for the construction of the said Railway No. 1 in accordance with the provisions of this section :

- (7) The Company shall pay by way of compensation and purchase money for the rights and easements to be acquired under the provisions of the last preceding subsection such an amount as may be agreed upon between the parties or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement :
- (8) During the construction or the structural alteration renewal or repair of the said Railway No. 1 under and adjoining and near to or affecting the said tramroad the Company shall bear and on demand pay to the tramroad company the reasonable costs of the employment by them of a sufficient number of inspectors or watchmen to be appointed by the tramroad company for watching the said tramroad and the works connected therewith with reference to and during the execution of the intended works and for the preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto :
- (9) The bridge which will carry the said Railway No. 1 under the said tramroad and the incidental works connected therewith shall from and after the completion thereof and subject and without prejudice to the duty and obligation of the Company for ever thereafter at their own expense to uphold and maintain the same in good and sufficient repair be and form part of the said tramroad :
- (10) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the tramroad company all losses costs damages and expenses which may be occasioned to them or to the said tram-

A.D. 1905.

take and the tramroad company shall sell and grant accordingly an easement or right of using so much of the same as may be necessary for the construction of the said Railway No. 1 in accordance with the provisions of this section :

- (7) The Company shall pay by way of compensation and purchase money for the rights and easements to be acquired under the provisions of the last preceding subsection such an amount as may be agreed upon between the parties or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement :
- (8) During the construction or the structural alteration renewal or repair of the said Railway No. 1 under and adjoining and near to or affecting the said tramroad the Company shall bear and on demand pay to the tramroad company the reasonable costs of the employment by them of a sufficient number of inspectors or watchmen to be appointed by the tramroad company for watching the said tramroad and the works connected therewith with reference to and during the execution of the intended works and for the preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto :
- (9) The bridge which will carry the said Railway No. 1 under the said tramroad and the incidental works connected therewith shall from and after the completion thereof and subject and without prejudice to the duty and obligation of the Company for ever thereafter at their own expense to uphold and maintain the same in good and sufficient repair be and form part of the said tramroad :
- (10) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the tramroad company all losses costs damages and expenses which may be occasioned to them or to the said tram-

road or the works or property of the tramroad company or to any of the passenger or other traffic thereon or to any company or person lawfully using the same during the construction or by reason of the failure of the said bridge or any of the works in connection therewith or of any act default or omission or proceedings of the Company or of their contractors or of any of the persons in the employ of the Company or of their contractors and the Company will effectually indemnify and hold harmless the tramroad company from all claims and demands upon or against them by reason of such construction maintenance or failure and of any such act default or omission and will on demand pay to the tramroad company all costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason or in consequence thereof ;

A.D. 1905.

- (11) If any difference shall arise between the Company and the tramroad company as to the provisions of this section such difference shall be referred to and be determined by an arbitrator to be appointed on the application of the Company or the tramroad company by the Board of Trade.

21. The following provisions for the protection of the company of proprietors of the Oxford Canal Navigation (in this section called "the canal company") shall unless otherwise agreed between the Company and the canal company have effect with respect to the construction of Railway No. 1 across the watercourse in the parish of Souldern in the county of Oxford numbered on the deposited plans 2 in the said parish used as a feeder for the supply of the Oxford Canal Navigation and known as the Souldern feeder :—

For protection of Souldern feeder.

- (1) The Company shall not alter the level or bed of the said feeder or the banks or boundaries thereof or obstruct the means of access thereto or divert intercept cut off take use or lessen any of the waters flowing in or by means of the said feeder or which the canal company are authorised to take for the supply to or use of the said feeder or the said canal or damage injure or interfere with any of the works of the said feeder or

road or the works or property of the tramroad company or to any of the passenger or other traffic thereon or to any company or person lawfully using the same during the construction or by reason of the failure of the said bridge or any of the works in connection therewith or of any act default or omission or proceedings of the Company or of their contractors or of any of the persons in the employ of the Company or of their contractors and the Company will effectually indemnify and hold harmless the tramroad company from all claims and demands upon or against them by reason of such construction maintenance or failure and of any such act default or omission and will on demand pay to the tramroad company all costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason or in consequence thereof ;

A.D. 1905.

- (11) If any difference shall arise between the Company and the tramroad company as to the provisions of this section such difference shall be referred to and be determined by an arbitrator to be appointed on the application of the Company or the tramroad company by the Board of Trade.

21. The following provisions for the protection of the company of proprietors of the Oxford Canal Navigation (in this section called "the canal company") shall unless otherwise agreed between the Company and the canal company have effect with respect to the construction of Railway No. 1 across the watercourse in the parish of Souldern in the county of Oxford numbered on the deposited plans 2 in the said parish used as a feeder for the supply of the Oxford Canal Navigation and known as the Souldern feeder :—

For protection of Souldern feeder.

- (1) The Company shall not alter the level or bed of the said feeder or the banks or boundaries thereof or obstruct the means of access thereto or divert intercept cut off take use or lessen any of the waters flowing in or by means of the said feeder or which the canal company are authorised to take for the supply to or use of the said feeder or the said canal or damage injure or interfere with any of the works of the said feeder or

A.D. 1905.
—

take or use any part of the said feeder or any right or interest therein except the right or easement of constructing maintaining and using Railway No. 1 across the said feeder subject to the conditions hereinafter contained :

- (2) Railway No. 1 shall be carried across the said feeder by means of a culvert of concrete brick stone or steel or any of those materials combined and such culvert shall be of not less than five feet span measured at right angles to the face of the abutments thereof and no part of the soffit or underside of such culvert shall be less than five feet clear above the bed of the feeder and the Company shall at all times after the construction thereof maintain and keep such culvert in good and substantial and reasonably watertight repair and condition :
- (3) All works in connection with the construction and maintenance of the said culvert and the future repair thereof shall be commenced carried out and completed to the reasonable satisfaction of the engineer of the canal company and in accordance with plans and sections showing the height and span and the alignment of the said culvert and works to be previously reasonably approved by such engineer who shall signify his approval or disapproval of the same within one month after such plans and sections have been received by him failing which he shall be deemed to have approved thereof and if in the construction maintenance or use of the said culvert and works or any future repairs thereof or by reason or in consequence of any failure or want of repair thereof any damage is occasioned to the said feeder or other property of the canal company or any loss of water from or obstruction to the free passage of water along the said feeder occurs or is reasonably apprehended the Company shall forthwith make good stop remove or prevent the same so far as reasonably practicable as the case may require and in case of default by the Company in so doing the canal company may do the same and may recover the cost of so doing from the Company and the Company shall also make full compensation to the canal company

A.D. 1905.
—

take or use any part of the said feeder or any right or interest therein except the right or easement of constructing maintaining and using Railway No. 1 across the said feeder subject to the conditions hereinafter contained :

- (2) Railway No. 1 shall be carried across the said feeder by means of a culvert of concrete brick stone or steel or any of those materials combined and such culvert shall be of not less than five feet span measured at right angles to the face of the abutments thereof and no part of the soffit or underside of such culvert shall be less than five feet clear above the bed of the feeder and the Company shall at all times after the construction thereof maintain and keep such culvert in good and substantial and reasonably watertight repair and condition :
- (3) All works in connection with the construction and maintenance of the said culvert and the future repair thereof shall be commenced carried out and completed to the reasonable satisfaction of the engineer of the canal company and in accordance with plans and sections showing the height and span and the alignment of the said culvert and works to be previously reasonably approved by such engineer who shall signify his approval or disapproval of the same within one month after such plans and sections have been received by him failing which he shall be deemed to have approved thereof and if in the construction maintenance or use of the said culvert and works or any future repairs thereof or by reason or in consequence of any failure or want of repair thereof any damage is occasioned to the said feeder or other property of the canal company or any loss of water from or obstruction to the free passage of water along the said feeder occurs or is reasonably apprehended the Company shall forthwith make good stop remove or prevent the same so far as reasonably practicable as the case may require and in case of default by the Company in so doing the canal company may do the same and may recover the cost of so doing from the Company and the Company shall also make full compensation to the canal company

for all loss or damage which shall be sustained by the canal company by reason or in consequence of any such damage loss or obstruction as aforesaid : A.D. 1905.

- (4) If any difference shall arise between the Company and the canal company under this section with reference to any plans and sections or the mode of executing any works such difference shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either the Company or the canal company.

22. For the protection of Robert Fiennes Hibbert of the Bucknell Manor Estate Bucknell in the county of Oxford and his successors in the said lands and estate (who are hereinafter in this section called "the owner") the following provisions shall unless otherwise agreed upon between the Company and the owner apply and have effect (that is to say) :— For protection of Bucknell Manor Estate.

- (1) In this section the expression "the railway" means so much of Railway No. 1 as is situate on the said estate and the expression "the surveyor" means the surveyor for the time being of the owner :
- (2) The Company shall not in constructing the railway deviate the same to a greater extent than ten yards in a north-easterly direction from the centre line thereof as delineated on the deposited plans where it passes through the lands numbered 5 6 and 8 in the parish of Bucknell on such plans :
- (3) Before commencing the construction of the railway the Company shall to the reasonable satisfaction of the surveyor deepen the well at the farmhouse on the lands numbered 5 in the said parish on the deposited plans and also if the Company do not acquire the farm buildings numbered 2 in the said parish on such plans the well thereat to a depth in each case of not less than ten feet below the bottom of the adjacent railway cutting to be made by the Company :
- (4) In constructing the railway the Company shall to the reasonable satisfaction of the surveyor provide and for ever thereafter maintain as permanent accommodation works—

(A) Two bridges for foot and vehicular traffic over the railway with gates and approaches not less than

for all loss or damage which shall be sustained by the canal company by reason or in consequence of any such damage loss or obstruction as aforesaid : A.D. 1905.

- (4) If any difference shall arise between the Company and the canal company under this section with reference to any plans and sections or the mode of executing any works such difference shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either the Company or the canal company.

22. For the protection of Robert Fiennes Hibbert of the Bucknell Manor Estate Bucknell in the county of Oxford and his successors in the said lands and estate (who are hereinafter in this section called "the owner") the following provisions shall unless otherwise agreed upon between the Company and the owner apply and have effect (that is to say) :— For protec-
tion of Buck-
nell Manor
Estate.

- (1) In this section the expression "the railway" means so much of Railway No. 1 as is situate on the said estate and the expression "the surveyor" means the surveyor for the time being of the owner :
- (2) The Company shall not in constructing the railway deviate the same to a greater extent than ten yards in a north-easterly direction from the centre line thereof as delineated on the deposited plans where it passes through the lands numbered 5 6 and 8 in the parish of Bucknell on such plans :
- (3) Before commencing the construction of the railway the Company shall to the reasonable satisfaction of the surveyor deepen the well at the farmhouse on the lands numbered 5 in the said parish on the deposited plans and also if the Company do not acquire the farm buildings numbered 2 in the said parish on such plans the well thereat to a depth in each case of not less than ten feet below the bottom of the adjacent railway cutting to be made by the Company :
- (4) In constructing the railway the Company shall to the reasonable satisfaction of the surveyor provide and for ever thereafter maintain as permanent accommodation works—

(A) Two bridges for foot and vehicular traffic over the railway with gates and approaches not less than

A.D. 1905.

twelve feet in width between the parapets at points to be agreed between the Company and the owner at or about six miles one furlong and seven chains and six miles four furlongs and seven chains respectively from the commencement of Railway No. 1 authorised by this Act ;

(B) A culvert under the railway of sufficient dimensions to admit of the free passage through the same of the maximum flood waters of the stream draining the lands numbered 4 in the said parish on the deposited plans :

- (5) Notwithstanding anything shown on the deposited plans and sections the Company shall make the bridge carrying the road from Bucknell to Middleton Stoney over the railway of a clear width between the parapets of not less than twenty-five feet and the gradient of the said road shall not be steeper than 1 in 25 :
- (6) The Company shall not enter upon take or use any portion of the buildings numbered 2 in the parish of Bucknell on the deposited plans without giving to the owner six months' previous notice in writing of their intention so to do :
- (7) In the event of any questions arising with respect to temporary accommodation works fencing or like matters the same shall be settled by the surveyor and the surveyor of the Company or in the event of their disagreeing by the arbitrator to be appointed under this section :
- (8) All lands required for the purposes of the before-mentioned bridges and approaches shall be purchased by the Company from the owner :
- (9) If any difference shall arise between the Company and the owner with respect to any works to be executed by the Company under this section such difference shall be determined with or without a formal reference by an arbitrator to be mutually chosen or failing agreement to be appointed on the application of either party by the President of the Surveyors' Institution :
- (10) The provisions of this section shall be in addition to and not in substitution for the provisions of and the rights

A.D. 1905.

twelve feet in width between the parapets at points to be agreed between the Company and the owner at or about six miles one furlong and seven chains and six miles four furlongs and seven chains respectively from the commencement of Railway No. 1 authorised by this Act ;

(B) A culvert under the railway of sufficient dimensions to admit of the free passage through the same of the maximum flood waters of the stream draining the lands numbered 4 in the said parish on the deposited plans :

- (5) Notwithstanding anything shown on the deposited plans and sections the Company shall make the bridge carrying the road from Bucknell to Middleton Stoney over the railway of a clear width between the parapets of not less than twenty-five feet and the gradient of the said road shall not be steeper than 1 in 25 :
- (6) The Company shall not enter upon take or use any portion of the buildings numbered 2 in the parish of Bucknell on the deposited plans without giving to the owner six months' previous notice in writing of their intention so to do :
- (7) In the event of any questions arising with respect to temporary accommodation works fencing or like matters the same shall be settled by the surveyor and the surveyor of the Company or in the event of their disagreeing by the arbitrator to be appointed under this section :
- (8) All lands required for the purposes of the before-mentioned bridges and approaches shall be purchased by the Company from the owner :
- (9) If any difference shall arise between the Company and the owner with respect to any works to be executed by the Company under this section such difference shall be determined with or without a formal reference by an arbitrator to be mutually chosen or failing agreement to be appointed on the application of either party by the President of the Surveyors' Institution :
- (10) The provisions of this section shall be in addition to and not in substitution for the provisions of and the rights

of the owner under the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and the Railways Clauses Act 1863. A.D. 1905.

23. In constructing Railway No. 1 by this Act authorised the following provisions for the protection of the Right Honourable Earl Temple and his successors in title (in this section referred to as and included in the expression "the owner") shall unless otherwise agreed apply and have effect (that is to say):— For protection of Lord Temple.

- (1) Notwithstanding anything shown on the deposited plans and sections the Company shall construct Railway No. 1 in tunnel between the point where the centre line of that railway as shown on the deposited plans or as constructed intersects the north-western boundary of the enclosure numbered on the deposited plans 12 in the parish of Brill and a point 150 yards south-east of the said point of intersection :
- (2) In the event of the Company finding it necessary to interfere with the iron pipe carrying spring water from Muswell Hill to the houses on the estate of the owner the Company shall make provision for protecting the same or shall provide another pipe in lieu thereof in the position and manner to be agreed upon between the Company and the owner or settled by arbitration in manner hereinafter provided :
- (3) The Company shall provide for the flow of water in the stream crossing the centre line at or about 16 miles 2 furlongs 1 chain in the enclosure and numbered on the deposited plans 12 in the parish of Brill being continued by means of a twelve-inch pipe to be laid over or under the railway as may be found most convenient :
- (4) The road numbered on the deposited plans 13 in the parish of Brill shall be carried over the railway by means of a bridge of a width of not less than ten feet between the parapets and the Company may alter the levels of the existing road so as to form the approaches to the said bridge :
- (5) The Company shall not deviate from the centre line of the said railway as shown on the deposited plans where {the said railway passes through the enclosures

of the owner under the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and the Railways Clauses Act 1863. A.D. 1905.

23. In constructing Railway No. 1 by this Act authorised the following provisions for the protection of the Right Honourable Earl Temple and his successors in title (in this section referred to as and included in the expression "the owner") shall unless otherwise agreed apply and have effect (that is to say):— For protection of Lord Temple.

- (1) Notwithstanding anything shown on the deposited plans and sections the Company shall construct Railway No. 1 in tunnel between the point where the centre line of that railway as shown on the deposited plans or as constructed intersects the north-western boundary of the enclosure numbered on the deposited plans 12 in the parish of Brill and a point 150 yards south-east of the said point of intersection :
- (2) In the event of the Company finding it necessary to interfere with the iron pipe carrying spring water from Muswell Hill to the houses on the estate of the owner the Company shall make provision for protecting the same or shall provide another pipe in lieu thereof in the position and manner to be agreed upon between the Company and the owner or settled by arbitration in manner hereinafter provided :
- (3) The Company shall provide for the flow of water in the stream crossing the centre line at or about 16 miles 2 furlongs 1 chain in the enclosure and numbered on the deposited plans 12 in the parish of Brill being continued by means of a twelve-inch pipe to be laid over or under the railway as may be found most convenient :
- (4) The road numbered on the deposited plans 13 in the parish of Brill shall be carried over the railway by means of a bridge of a width of not less than ten feet between the parapets and the Company may alter the levels of the existing road so as to form the approaches to the said bridge :
- (5) The Company shall not deviate from the centre line of the said railway as shown on the deposited plans where {the said railway passes through the enclosures

A.D. 1905.

numbered 12 and 13 in the parish of Brill to a greater extent than ten yards on either side thereof. Provided that such deviation shall not in any way interfere with the road numbered on the deposited plans 2 in the parish of Wotton Underwood:

- (6) In the event of any difference arising under the provisions of this section that difference shall unless otherwise agreed between the Company and the owner be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of William Cornwallis Cartwright.

24. Notwithstanding anything in this Act contained the following provisions for the protection of William Cornwallis Cartwright (which name shall be understood to include except when the context otherwise requires his heirs and assigns and the owners for the time being of his lands and hereditaments known as Aynho Park and the mansion house thereon situate and his farms lands and properties adjoining thereto situate in the parish of Aynho and the parish of Souldern in the county of Northampton) shall have effect unless otherwise agreed between the said William Cornwallis Cartwright and the Company:—

- (1) During the construction of the Railway No. 1 the Company shall make all temporary accommodation works which shall be reasonably required by the said William Cornwallis Cartwright in connection with the said lands and hereditaments or any part thereof:
- (2) Before commencing the construction of such part of the said railway as passes through or by the said lands and hereditaments the Company shall cause the line thereof to be fenced on both sides:
- (3) The Company shall make good to the reasonable satisfaction of the said William Cornwallis Cartwright all agricultural under-drains or substitute an equally efficient system of drainage:
- (4) The Company shall make the following roads:—
- (A) The Company shall divert the occupation road leading to Nellbridge Farm and carry the same under

A.D. 1905.

numbered 12 and 13 in the parish of Brill to a greater extent than ten yards on either side thereof Provided that such deviation shall not in any way interfere with the road numbered on the deposited plans 2 in the parish of Wotton Underwood :

- (6) In the event of any difference arising under the provisions of this section that difference shall unless otherwise agreed between the Company and the owner be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of William Cornwallis Cartwright.

24. Notwithstanding anything in this Act contained the following provisions for the protection of William Cornwallis Cartwright (which name shall be understood to include except when the context otherwise requires his heirs and assigns and the owners for the time being of his lands and hereditaments known as Aynho Park and the mansion house thereon situate and his farms lands and properties adjoining thereto situate in the parish of Aynho and the parish of Souldern in the county of Northampton) shall have effect unless otherwise agreed between the said William Cornwallis Cartwright and the Company :—

- (1) During the construction of the Railway No. 1 the Company shall make all temporary accommodation works which shall be reasonably required by the said William Cornwallis Cartwright in connection with the said lands and hereditaments or any part thereof :
- (2) Before commencing the construction of such part of the said railway as passes through or by the said lands and hereditaments the Company shall cause the line thereof to be fenced on both sides :
- (3) The Company shall make good to the reasonable satisfaction of the said William Cornwallis Cartwright all agricultural under-drains or substitute an equally efficient system of drainage :
- (4) The Company shall make the following roads :—
- (A) The Company shall divert the occupation road leading to Nellbridge Farm and carry the same under

Railway No. 1 by means of a subway not less than 12 feet in width and 14 feet in height from the present ground level at or near the point where the said railway crosses the same and the Company shall where necessary divert the said road along the western boundary of the said railway on to the main road at Aynho and the Company shall metal the diverted portions of the said road to a width of 12 feet ;

A.D. 1905.
—

(B) The existing occupation road (No. 15 on the deposited plan of the parish of Aynho) to Aynho Grounds Farm shall be diverted from the point where the said railway interferes with the same and a new metalled road of 12 feet wide shall be made by the Company such road to be continued from such point on the eastern side of the said railway to the public road between the village of Aynho and Aynho Station The said new road shall be fenced by the Company on both sides thereof ;

(c) A metalled road 12 feet wide along the western side of the said railway to give access from Wharf Lane to field No. 16 on the deposited plan of the parish of Souldern :

(5) The roads authorised to be diverted as mentioned in the last subsection shall not be diverted until the Company shall have completed the said new or diverted roads respectively :

(6) The Company shall make and maintain the following bridges and the approaches thereto :—

(A) The under-bridge or subway referred to in subsection 4 (A) ;

(B) An under-bridge under the new railway with a headway of not less than 20 feet and a span of not less than 12 feet between the public road from the village of Aynho to the Aynho Station and Wharf Lane such bridge to be erected at a point to be agreed upon between the Company and the said William Cornwallis Cartwright :

Railway No. 1 by means of a subway not less than 12 feet in width and 14 feet in height from the present ground level at or near the point where the said railway crosses the same and the Company shall where necessary divert the said road along the western boundary of the said railway on to the main road at Aynho and the Company shall metal the diverted portions of the said road to a width of 12 feet ;

A.D. 1905.

(B) The existing occupation road (No. 15 on the deposited plan of the parish of Aynho) to Aynho Grounds Farm shall be diverted from the point where the said railway interferes with the same and a new metalled road of 12 feet wide shall be made by the Company such road to be continued from such point on the eastern side of the said railway to the public road between the village of Aynho and Aynho Station The said new road shall be fenced by the Company on both sides thereof ;

(c) A metalled road 12 feet wide along the western side of the said railway to give access from Wharf Lane to field No. 16 on the deposited plan of the parish of Souldern :

(5) The roads authorised to be diverted as mentioned in the last subsection shall not be diverted until the Company shall have completed the said new or diverted roads respectively :

(6) The Company shall make and maintain the following bridges and the approaches thereto :—

(A) The under-bridge or subway referred to in subsection 4 (A) ;

(B) An under-bridge under the new railway with a headway of not less than 20 feet and a span of not less than 12 feet between the public road from the village of Aynho to the Aynho Station and Wharf Lane such bridge to be erected at a point to be agreed upon between the Company and the said William Cornwallis Cartwright :

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 Edw. 7.]
Act, 1905.

A.D. 1905.
—

(7) In the construction of the following bridges shown on the deposited plans the following provisions shall have effect:—

(A) The bridge where the said railway crosses Aynho Road shall be a brick arch bridge and shall have a span of 35 feet at least and a headway for at least 12 feet of the said span of 16 feet at least. Provided that the Company shall give such greater headway as it may be reasonably possible to obtain having regard to the levels of the said railway and both elevations of such bridge shall be subject to the approval of the said William Cornwallis Cartwright. Provided that such approval shall not be unreasonably withheld;

(B) The bridge over Wharf Lane shall have a span of 20 feet at least and a headway throughout of at least 14 feet. The altered gradient of Wharf Lane shall be not more than 1 in 25:

(8) The Company shall re-instate at some place upon the said lands and hereditaments to be agreed upon between the said William Cornwallis Cartwright and the Company to the reasonable satisfaction of the said William Cornwallis Cartwright the cattle sale yard (No. 13 on the deposited plan of the parish of Aynho) and any buildings thereon. The Company shall also in like manner re-instate any buildings on any other of the said lands and hereditaments of the said William Cornwallis Cartwright which the Company shall in the exercise of their powers acquire or in any way structurally injure or disturb:

(9) The Company shall construct and maintain culverts sufficient to take away the heaviest flood waters from Souldern Mill Streams:

(10) The Company shall lay down soil and sow with grass seed all the embankments of the said railway where the same passes through the said lands and hereditaments and further to plant the said embankments on or by Nos. 9 12 and 13 on the deposited plans of the parish of Aynho with laurels or other similar shrubs:

[Ch. xcvi.] *Great Western Railway (New Railways) [5 Edw. 7.]
Act, 1905.*

A.D. 1905.
—

(7) In the construction of the following bridges shown on the deposited plans the following provisions shall have effect:—

(A) The bridge where the said railway crosses Aynho Road shall be a brick arch bridge and shall have a span of 35 feet at least and a headway for at least 12 feet of the said span of 16 feet at least Provided that the Company shall give such greater headway as it may be reasonably possible to obtain having regard to the levels of the said railway and both elevations of such bridge shall be subject to the approval of the said William Cornwallis Cartwright Provided that such approval shall not be unreasonably withheld;

(B) The bridge over Wharf Lane shall have a span of 20 feet at least and a headway throughout of at least 14 feet The altered gradient of Wharf Lane shall be not more than 1 in 25:

(8) The Company shall re-instate at some place upon the said lands and hereditaments to be agreed upon between the said William Cornwallis Cartwright and the Company to the reasonable satisfaction of the said William Cornwallis Cartwright the cattle sale yard (No. 13 on the deposited plan of the parish of Aynho) and any buildings thereon The Company shall also in like manner re-instate any buildings on any other of the said lands and hereditaments of the said William Cornwallis Cartwright which the Company shall in the exercise of their powers acquire or in any way structurally injure or disturb:

(9) The Company shall construct and maintain culverts sufficient to take away the heaviest flood waters from Souldern Mill Streams:

(10) The Company shall lay down soil and sow with grass seed all the embankments of the said railway where the same passes through the said lands and hereditaments and further to plant the said embankments on or by Nos. 9 12 and 13 on the deposited plans of the parish of Aynho with laurels or other similar shrubs:

(11) All the works hereinbefore mentioned shall be carried out and completed to the reasonable satisfaction of the said William Cornwallis Cartwright: A.D. 1905.

(12) The Company shall make the said railway where the same crosses the said lands and hereditaments within the limits coloured pink on the plan prepared by the Company and signed by William Wylie Grierson on behalf of the Company and by Ralph Staples Ellis on behalf of the said William Cornwallis Cartwright Provided that the Company shall be entitled with the consent of the said William Cornwallis Cartwright (such consent not to be unreasonably withheld) to acquire on either side of the said limits an additional area of land to an extent not exceeding 15 yards in width or on one side thereof to an extent not exceeding 30 yards in width but so that this proviso shall not extend in an easterly direction to No. 2 on the deposited plan of the parish of Aynho:

(13) In the event of any dispute arising under or as to this section such dispute shall be referred to the arbitration of a single arbitrator under the Arbitration Act 1889 the arbitrator to be chosen in the case of disagreement by the President of the Surveyors' Institution:

(14) Nothing in this section contained (except so far as is herein expressly enacted) shall be deemed to interfere with or prejudice any other protection rights or powers which would belong or be available to the said William Cornwallis Cartwright if this Act had not been passed.

25. The following provisions shall unless otherwise agreed in writing have effect for the protection of the Dorton Estate in the county of Bucks (of which estate Sir Henry Aubrey-Fletcher Baronet is the tenant for life) and for the protection of the owner or owners for the time being of such estate or any part thereof (hereinafter collectively referred to as "the owner") (that is to say):—

For protection of Sir Henry Aubrey-Fletcher.

(1) In constructing Railway No. 1 through the Dorton Estate south-east of the public road leading from Dorton to Wotton the Company shall construct the same in the position shown by the centre line on the deposited plans

(11) All the works hereinbefore mentioned shall be carried out and completed to the reasonable satisfaction of the said William Cornwallis Cartwright: A.D. 1905.

(12) The Company shall make the said railway where the same crosses the said lands and hereditaments within the limits coloured pink on the plan prepared by the Company and signed by William Wylie Grierson on behalf of the Company and by Ralph Staples Ellis on behalf of the said William Cornwallis Cartwright Provided that the Company shall be entitled with the consent of the said William Cornwallis Cartwright (such consent not to be unreasonably withheld) to acquire on either side of the said limits an additional area of land to an extent not exceeding 15 yards in width or on one side thereof to an extent not exceeding 30 yards in width but so that this proviso shall not extend in an easterly direction to No. 2 on the deposited plan of the parish of Aynho:

(13) In the event of any dispute arising under or as to this section such dispute shall be referred to the arbitration of a single arbitrator under the Arbitration Act 1889 the arbitrator to be chosen in the case of disagreement by the President of the Surveyors' Institution:

(14) Nothing in this section contained (except so far as is herein expressly enacted) shall be deemed to interfere with or prejudice any other protection rights or powers which would belong or be available to the said William Cornwallis Cartwright if this Act had not been passed.

25. The following provisions shall unless otherwise agreed in writing have effect for the protection of the Dorton Estate in the county of Bucks (of which estate Sir Henry Aubrey-Fletcher Baronet is the tenant for life) and for the protection of the owner or owners for the time being of such estate or any part thereof (hereinafter collectively referred to as "the owner") (that is to say):—

For protection of Sir Henry Aubrey-Fletcher.

(1) In constructing Railway No. 1 through the Dorton Estate south-east of the public road leading from Dorton to Wotton the Company shall construct the same in the position shown by the centre line on the deposited plans

A.D. 1905.

and the Company shall not be entitled to deviate to the south-westward thereof or upwards from the levels of such railway as shown on the deposited sections :-

- (2) Subject to the conditions hereinafter contained the owner shall be entitled to all game and rabbits found upon any part of the lands purchased by the Company from the owner under the powers of this Act at any time after the construction of the railway and upon any of the slopes cuttings and embankments thereof and shall but subject as aforesaid have the exclusive right for himself and all persons duly authorised by him at all times of preserving the same with liberty but subject as aforesaid for himself and his servants and friends of sporting over the said lands and any part of the said railway constructed upon such lands but no firearms shall be discharged upon the lands of the Company and the owner shall not for the purposes of obtaining access to any of the said slopes cuttings and embankments do any unnecessary damage to any fences erected by the Company Provided always that the right of sporting and taking away game shall at all times be exercised and enjoyed upon the express condition that the owner shall be subject to all risks whatsoever incident to or consequent upon the exercise or enjoyment thereof and the Company shall not be liable to the owner or any person authorised by him for any accident or injury which may happen to him or them in the course of or in any way arising out of the exercise or enjoyment of such rights Provided also that the owner shall at all times keep the Company effectually indemnified against all actions proceedings costs damages expenses claims and demands by any person or persons whomsoever arising out of the exercise by the owner or person or persons authorised by him or them of the said rights either of sporting taking away or preserving game And if at any time the owner shall neglect or fail to keep the Company so indemnified as aforesaid the said rights shall immediately thereupon cease and determine And the owner shall also upon the slopes of all cuttings and embankments keep down the rabbits so as to prevent any unnecessary damage to the said slopes or embank-

A.D. 1905.

and the Company shall not be entitled to deviate to the south-westward thereof or upwards from the levels of such railway as shown on the deposited sections :-

- (2) Subject to the conditions hereinafter contained the owner shall be entitled to all game and rabbits found upon any part of the lands purchased by the Company from the owner under the powers of this Act at any time after the construction of the railway and upon any of the slopes cuttings and embankments thereof and shall but subject as aforesaid have the exclusive right for himself and all persons duly authorised by him at all times of preserving the same with liberty but subject as aforesaid for himself and his servants and friends of sporting over the said lands and any part of the said railway constructed upon such lands but no firearms shall be discharged upon the lands of the Company and the owner shall not for the purposes of obtaining access to any of the said slopes cuttings and embankments do any unnecessary damage to any fences erected by the Company Provided always that the right of sporting and taking away game shall at all times be exercised and enjoyed upon the express condition that the owner shall be subject to all risks whatsoever incident to or consequent upon the exercise or enjoyment thereof and the Company shall not be liable to the owner or any person authorised by him for any accident or injury which may happen to him or them in the course of or in any way arising out of the exercise or enjoyment of such rights Provided also that the owner shall at all times keep the Company effectually indemnified against all actions proceedings costs damages expenses claims and demands by any person or persons whomsoever arising out of the exercise by the owner or person or persons authorised by him or them of the said rights either of sporting taking away or preserving game And if at any time the owner shall neglect or fail to keep the Company so indemnified as aforesaid the said rights shall immediately thereupon cease and determine And the owner shall also upon the slopes of all cuttings and embankments keep down the rabbits so as to prevent any unnecessary damage to the said slopes or embank-

ments in default of which the Company shall have the right so as to prevent such injury to depute any person to take or trap the said rabbits: A.D. 1905.

- (3) The Company shall not construct a station or any siding or any approach road to such station or siding on the owner's estate south-east of the field numbered on the deposited plans 3 in the parish of Dorton:
- (4) The gradient of the approaches to the bridge to be constructed to carry the road from Dorton to Wotton over the said railway shall not be steeper than 1 in 30 on the north-eastern side of the railway. Such bridge and approaches shall be of a width of not less than 25 feet and the parapet walls to be constructed on such bridge shall be of a height of 6 feet:
- (5) In the construction of the said railway through the said estate proper provision shall be made to the reasonable satisfaction of the owner for the purpose of carrying off the flood waters where the railway interferes with water-courses and the Company shall construct and maintain all works which may be necessary for such purpose:
- (6) If the Company shall interfere with the occupation road between the property of the owner and the Brill Road at Wood Siding which now gives access from the Dorton Estate to the public road to Wood Siding Station on the Oxford and Aylesbury Tramway they shall provide for the use of the owner and his tenants a new and substituted road 14 feet in width (of the surface of which 12 feet shall be metalled) on the south-west side of the railway from the point where the south-western boundary of the property which the Company may acquire for the purposes of the railway intersects the existing road to the said public road:
- (7) In the working of so much of the said railway as passes through the Dorton Estate the Company shall so far as reasonably possible cause their servants to refrain from the use of whistles or other noisy instruments and from blowing off steam and from any other act calculated to cause annoyance to the owner save so far as may be absolutely necessary for the working of the railway:

ments in default of which the Company shall have the right so as to prevent such injury to depute any person to take or trap the said rabbits: A.D. 1905.

- (3) The Company shall not construct a station or any siding or any approach road to such station or siding on the owner's estate south-east of the field numbered on the deposited plans 3 in the parish of Dorton:
- (4) The gradient of the approaches to the bridge to be constructed to carry the road from Dorton to Wotton over the said railway shall not be steeper than 1 in 30 on the north-eastern side of the railway. Such bridge and approaches shall be of a width of not less than 25 feet and the parapet walls to be constructed on such bridge shall be of a height of 6 feet:
- (5) In the construction of the said railway through the said estate proper provision shall be made to the reasonable satisfaction of the owner for the purpose of carrying off the flood waters where the railway interferes with water-courses and the Company shall construct and maintain all works which may be necessary for such purpose:
- (6) If the Company shall interfere with the occupation road between the property of the owner and the Brill Road at Wood Siding which now gives access from the Dorton Estate to the public road to Wood Siding Station on the Oxford and Aylesbury Tramway they shall provide for the use of the owner and his tenants a new and substituted road 14 feet in width (of the surface of which 12 feet shall be metalled) on the south-west side of the railway from the point where the south-western boundary of the property which the Company may acquire for the purposes of the railway intersects the existing road to the said public road:
- (7) In the working of so much of the said railway as passes through the Dorton Estate the Company shall so far as reasonably possible cause their servants to refrain from the use of whistles or other noisy instruments and from blowing off steam and from any other act calculated to cause annoyance to the owner save so far as may be absolutely necessary for the working of the railway:

A.D. 1905.

- (8) The said railway where the same passes through the Dorton Estate and all works in and upon such estate shall be constructed with all reasonable dispatch and be completed within the period of three years from the time when the Company commence to construct the railway on any part of such estate and before commencing any works on such estate the Company shall fence off the lands acquired by them from the rest of such estate with the standard post and wire fence of the Company and the Company shall provide temporary means of access to the reasonable satisfaction of the owner across the land of the Company for the purpose of giving access from one portion of the estate to the other :
- (9) The Company or their contractors shall not permit the erection of any dwelling huts or sleeping accommodation for workmen on any portion of the Dorton Estate :
- (10) The Company shall not at any time erect cottages on any land taken from the owner without his consent in writing and shall not at any time use or permit to be used for the sale of beer spirits or any other intoxicating liquor any building hut or other premises for the time being existing on any land acquired by the Company from the owner :
- (11) If any difference shall arise between the owner and the Company under the provisions of this section the same shall be determined under the provisions of the Arbitration Act 1889 by an arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers :
- (12) Nothing in this section shall prejudice abridge lessen or defeat the right of the owner to full compensation under the Lands Clauses Acts for land acquired from him under the powers of this Act or for the severance or the consequential damage to or the injurious affecting of other lands of the owner or his right to any accommodation works to which he is entitled under the provisions of this Act or the Acts incorporated therewith and such accommodation works shall

A.D. 1905.

- (8) The said railway where the same passes through the Dorton Estate and all works in and upon such estate shall be constructed with all reasonable dispatch and be completed within the period of three years from the time when the Company commence to construct the railway on any part of such estate and before commencing any works on such estate the Company shall fence off the lands acquired by them from the rest of such estate with the standard post and wire fence of the Company and the Company shall provide temporary means of access to the reasonable satisfaction of the owner across the land of the Company for the purpose of giving access from one portion of the estate to the other :
- (9) The Company or their contractors shall not permit the erection of any dwelling huts or sleeping accommodation for workmen on any portion of the Dorton Estate :
- (10) The Company shall not at any time erect cottages on any land taken from the owner without his consent in writing and shall not at any time use or permit to be used for the sale of beer spirits or any other intoxicating liquor any building hut or other premises for the time being existing on any land acquired by the Company from the owner :
- (11) If any difference shall arise between the owner and the Company under the provisions of this section the same shall be determined under the provisions of the Arbitration Act 1889 by an arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers :
- (12) Nothing in this section shall prejudice abridge lessen or defeat the right of the owner to full compensation under the Lands Clauses Acts for land acquired from him under the powers of this Act or for the severance or the consequential damage to or the injurious affecting of other lands of the owner or his right to any accommodation works to which he is entitled under the provisions of this Act or the Acts incorporated therewith and such accommodation works shall

include two over-bridges not exceeding 12 feet in width at points on the estate to be agreed upon by the owner and the Company. Provided always that in determining the compensation to be paid to the owner as aforesaid regard shall be had to the provisions of this section and the works to be constructed by the Company thereunder. A.D. 1905.

26. With reference to the works by this Act authorised to be constructed within and adjoining the administrative county of London the following provisions for the protection of the London County Council (hereinafter called "the council") shall have effect:— For protection of London County Council.

- (1) The provisions of the London Building Act 1894 the London Building Act 1894 (Amendment) Act 1898 and any Act or Acts amending the same and any byelaws in force thereunder shall except so far as the same may be expressly varied by this Act apply to the execution by the Company of any works on any lands in the administrative county of London and the Company shall save as aforesaid be entitled to the benefit of any special exemptions in favour of railway companies in the said London Building Acts contained:
- (2) It shall not be lawful for the Company to encroach upon any part of the surface of any street or footway in the administrative county of London or without the consent of the council to erect or maintain any building or structure (other than parapet walls of bridges) beyond the general line of buildings in any street part of a street place or row of houses in the said county:
- (3) The Company shall not where any house or building in the said county shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in an unsightly condition for a longer period than is reasonably necessary:
- (4) The Company shall if so required by the council within one year after the receipt by the council of notice from the Company that the Company have acquired

include two over-bridges not exceeding 12 feet in width at points on the estate to be agreed upon by the owner and the Company. Provided always that in determining the compensation to be paid to the owner as aforesaid regard shall be had to the provisions of this section and the works to be constructed by the Company thereunder. A.D. 1905.

26. With reference to the works by this Act authorised to be constructed within and adjoining the administrative county of London the following provisions for the protection of the London County Council (hereinafter called "the council") shall have effect:— For protection of London County Council.

- (1) The provisions of the London Building Act 1894 the London Building Act 1894 (Amendment) Act 1898 and any Act or Acts amending the same and any byelaws in force thereunder shall except so far as the same may be expressly varied by this Act apply to the execution by the Company of any works on any lands in the administrative county of London and the Company shall save as aforesaid be entitled to the benefit of any special exemptions in favour of railway companies in the said London Building Acts contained:
- (2) It shall not be lawful for the Company to encroach upon any part of the surface of any street or footway in the administrative county of London or without the consent of the council to erect or maintain any building or structure (other than parapet walls of bridges) beyond the general line of buildings in any street part of a street place or row of houses in the said county:
- (3) The Company shall not where any house or building in the said county shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in an unsightly condition for a longer period than is reasonably necessary:
- (4) The Company shall if so required by the council within one year after the receipt by the council of notice from the Company that the Company have acquired

A.D. 1905.

any lands abutting upon Old Oak Common Lane and forming part of the lands numbered on the deposited plans 32 to 45 inclusive in the urban district of Acton sell to the council so much of those lands as are not required by the Company for the purposes of the railway and as may be required by the council for the purpose of widening the said lane to a width of sixty feet. The price to be paid by the council for such lands shall failing agreement be determined by arbitration as hereinafter provided. The Company shall forthwith after the acquisition of any lands mentioned in this subsection give to the council notice thereof :

- (5) The Company shall not commence any of the works by this Act authorised which shall or may pass over under or by the side of or so as to interfere with the sewers of the council until they shall have given to the council one month's previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with plans and sections thereof as hereinafter defined and until the council shall have signified their approval of the same unless the council do not signify their approval disapproval or other directions within twenty-one days after service of the said plans and sections as aforesaid and the Company shall comply with and conform to all reasonable orders directions and regulations of the council in the execution of the said works and shall provide by new altered or substituted works in such manner as the council shall reasonably require for the proper protection of and for preventing injury or impediment to the said sewers by reason of the intended works or any part thereof and shall save harmless the council against all expenses to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer of the council at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the council may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the council by the Company on demand and

A.D. 1905.

any lands abutting upon Old Oak Common Lane and forming part of the lands numbered on the deposited plans 32 to 45 inclusive in the urban district of Acton sell to the council so much of those lands as are not required by the Company for the purposes of the railway and as may be required by the council for the purpose of widening the said lane to a width of sixty feet. The price to be paid by the council for such lands shall failing agreement be determined by arbitration as hereinafter provided. The Company shall forthwith after the acquisition of any lands mentioned in this subsection give to the council notice thereof :

- (5) The Company shall not commence any of the works by this Act authorised which shall or may pass over under or by the side of or so as to interfere with the sewers of the council until they shall have given to the council one month's previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with plans and sections thereof as hereinafter defined and until the council shall have signified their approval of the same unless the council do not signify their approval disapproval or other directions within twenty-one days after service of the said plans and sections as aforesaid and the Company shall comply with and conform to all reasonable orders directions and regulations of the council in the execution of the said works and shall provide by new altered or substituted works in such manner as the council shall reasonably require for the proper protection of and for preventing injury or impediment to the said sewers by reason of the intended works or any part thereof and shall save harmless the council against all expenses to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer of the council at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the council may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the council by the Company on demand and

when any new altered or substituted works as aforesaid or any works of defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council as any sewers or works now or hereafter may be ;

A.D. 1905.

Provided that the sewer under Wood Lane shall be altered in accordance with a plan and section signed by William Wylie Grierson on behalf of the Company and Maurice Fitzmaurice on behalf of the council ;

As regards any work in respect of which the Company are under the provisions of this section required to submit plans and sections to the council the council may require the Company in constructing such works to make any reasonable deviation within the limits prescribed by this Act from the line or levels shown upon such plan or section for the purpose of avoiding injury or risk of injury to the sewers of the council and the Company shall in constructing such works deviate accordingly ;

The plans to be submitted to the council for the purposes of this Act shall be detailed plans drawings sections and specifications describing the exact position and manner in which and the levels at which the works are proposed to be constructed and shall accurately describe the position of all sewers of the council within the limits of deviation shown on the deposited plans (for which purpose the council shall allow the Company access to plans in their possession in order to enable the Company to obtain trustworthy information) and shall comprise detailed drawings of any alteration which the Company may propose to make in any such sewer ;

The Company shall be liable to make good all injury or damage caused by or resulting from any of their works or operations to any sewers drains or works vested in the council and the council shall from time to time have power to recover the amount thereof from the Company in any court of competent jurisdiction ;

The approval by the council of any plans or superintendence by the council of any work under the

when any new altered or substituted works as aforesaid or any works of defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council as any sewers or works now or hereafter may be ;

A.D. 1905.

Provided that the sewer under Wood Lane shall be altered in accordance with a plan and section signed by William Wylie Grierson on behalf of the Company and Maurice Fitzmaurice on behalf of the council ;

As regards any work in respect of which the Company are under the provisions of this section required to submit plans and sections to the council the council may require the Company in constructing such works to make any reasonable deviation within the limits prescribed by this Act from the line or levels shown upon such plan or section for the purpose of avoiding injury or risk of injury to the sewers of the council and the Company shall in constructing such works deviate accordingly ;

The plans to be submitted to the council for the purposes of this Act shall be detailed plans drawings sections and specifications describing the exact position and manner in which and the levels at which the works are proposed to be constructed and shall accurately describe the position of all sewers of the council within the limits of deviation shown on the deposited plans (for which purpose the council shall allow the Company access to plans in their possession in order to enable the Company to obtain trustworthy information) and shall comprise detailed drawings of any alteration which the Company may propose to make in any such sewer ;

The Company shall be liable to make good all injury or damage caused by or resulting from any of their works or operations to any sewers drains or works vested in the council and the council shall from time to time have power to recover the amount thereof from the Company in any court of competent jurisdiction ;

The approval by the council of any plans or superintendence by the council of any work under the

[Ch. xcvi.] *Great Western Railway (New Railways) Act, 1905.* [5 EDW. 7.]

A.D. 1905.

provisions of this section shall not exonerate the Company from any liability or affect any claim for damages under this section or otherwise :

- (6) The railways and works by this Act authorised in or under Wood Lane in the metropolitan borough of Hammersmith shall be so constructed as not in any way to interfere with the construction of the tramway in Wood Lane aforesaid authorised by the London County Council (Tramways and Improvements) Act 1903 or to interfere with the safe and efficient working of such tramway when constructed and if the Company shall cause any such interference they shall make full compensation to the council therefor and shall indemnify and save harmless the council from and against all claims demands proceedings costs damages and expenses made or taken against or incurred by the council on account of or attributable directly or indirectly to the construction of the said railways or works or to the working of the said railways ;

Notwithstanding anything shown on the deposited sections the Company may raise Wood Lane at the point of the crossing thereof by Railway No. 3 to a level not higher than 38·08 feet above Ordnance datum :

- (7) The Company shall unless otherwise agreed with the council in constructing Railway No. 3 by this Act authorised construct the bridges and works next hereinafter mentioned which shall be constructed as girder bridges and shall have a clear headway throughout above the existing surface of the ground and a clear span throughout measured on the square of not less than the headways and spans hereinafter mentioned (that is to say) :—

Parish.	Situation of Bridge.	Headway.	Span at Right Angles to Road.
		Ft. in.	Ft. in.
Hammersmith	Bridge over proposed continuation of Du Cane Road westwards.	16 6	50 0
Hammersmith	Bridge at such point on Railway No. 3 between Du Cane Road and Old Oak Common Lane as may be required by the council.	15 0	50 0

[Ch. xcvi.] *Great Western Railway (New Railways) Act, 1905.* [5 EDW. 7.]

A.D. 1905.

provisions of this section shall not exonerate the Company from any liability or affect any claim for damages under this section or otherwise :

- (6) The railways and works by this Act authorised in or under Wood Lane in the metropolitan borough of Hammersmith shall be so constructed as not in any way to interfere with the construction of the tramway in Wood Lane aforesaid authorised by the London County Council (Tramways and Improvements) Act 1903 or to interfere with the safe and efficient working of such tramway when constructed and if the Company shall cause any such interference they shall make full compensation to the council therefor and shall indemnify and save harmless the council from and against all claims demands proceedings costs damages and expenses made or taken against or incurred by the council on account of or attributable directly or indirectly to the construction of the said railways or works or to the working of the said railways ;

Notwithstanding anything shown on the deposited sections the Company may raise Wood Lane at the point of the crossing thereof by Railway No. 3 to a level not higher than 38·08 feet above Ordnance datum :

- (7) The Company shall unless otherwise agreed with the council in constructing Railway No. 3 by this Act authorised construct the bridges and works next hereinafter mentioned which shall be constructed as girder bridges and shall have a clear headway throughout above the existing surface of the ground and a clear span throughout measured on the square of not less than the headways and spans hereinafter mentioned (that is to say) :—

Parish.	Situation of Bridge.	Headway.	Span at Right Angles to Road.
		Ft. in.	Ft. in.
Hammersmith	Bridge over proposed continuation of Du Cane Road westwards.	16 6	50 0
Hammersmith	Bridge at such point on Railway No. 3 between Du Cane Road and Old Oak Common Lane as may be required by the council.	15 0	50 0

(8) All bridges to be constructed by the Company in the administrative county of London for carrying any road or street over the railway shall be so covered or fenced as to prevent as far as may be reasonably practicable the escape of steam smoke or other offensive effluvia into any such road or street and the bridge carrying Wood Lane over the railway shall have a clear width between parapets of not less than fifty-three feet and the roadway on the approaches to such bridge (including the footpaths) shall have a clear width of fifty-three feet : A.D. 1905.

(9) Notwithstanding anything in this Act or on the deposited plans and sections the bridge carrying the Railway No. 3 over Old Oak Common Lane shall be constructed as a girder bridge and shall have a clear headway throughout above the existing surface of the street of sixteen feet six inches and shall be so constructed as to allow of a roadway thereunder forty-five feet wide throughout including footpaths ;

As regards the bridges over any street or road in the said county of London which under this Act the Company are authorised or required to construct or alter they shall at all times keep the surface thereof clean and in good repair to the reasonable satisfaction of the local authority ;

All bridges and works in the said county of London constructed under the powers of this Act over any street or road shall be made and maintained so as to prevent the dripping of water therefrom on any part of any street road area or forecourt and so as to deaden so far as is reasonably practicable the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up to a height of at least seven feet above the level of the rails ;

The Company shall not execute or commence the erection of any such bridge or works as aforesaid until they shall have given to the council twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the offices of the council with plans elevations sections and other necessary particulars of the construction of the said bridge and works

(8) All bridges to be constructed by the Company in the administrative county of London for carrying any road or street over the railway shall be so covered or fenced as to prevent as far as may be reasonably practicable the escape of steam smoke or other offensive effluvia into any such road or street and the bridge carrying Wood Lane over the railway shall have a clear width between parapets of not less than fifty-three feet and the roadway on the approaches to such bridge (including the footpaths) shall have a clear width of fifty-three feet : A.D. 1905.

(9) Notwithstanding anything in this Act or on the deposited plans and sections the bridge carrying the Railway No. 3 over Old Oak Common Lane shall be constructed as a girder bridge and shall have a clear headway throughout above the existing surface of the street of sixteen feet six inches and shall be so constructed as to allow of a roadway thereunder forty-five feet wide throughout including footpaths ;

As regards the bridges over any street or road in the said county of London which under this Act the Company are authorised or required to construct or alter they shall at all times keep the surface thereof clean and in good repair to the reasonable satisfaction of the local authority ;

All bridges and works in the said county of London constructed under the powers of this Act over any street or road shall be made and maintained so as to prevent the dripping of water therefrom on any part of any street road area or forecourt and so as to deaden so far as is reasonably practicable the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up to a height of at least seven feet above the level of the rails ;

The Company shall not execute or commence the erection of any such bridge or works as aforesaid until they shall have given to the council twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the offices of the council with plans elevations sections and other necessary particulars of the construction of the said bridge and works

A.D. 1905.

and until the council shall have signified their approval which shall not be unreasonably withheld of the same unless the council fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution of every such bridge and the works connected therewith and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the council at the costs charges and expenses in all respects of the Company :

- (10) The Company shall not carry out any work by this Act authorised so as to make a gradient in any street or way greater than 1 in 30 :
- (11) The Company shall at their expense give up sufficient land to make the road known as Du Cane Road and the proposed continuation westwards of such road of a not less width than fifty feet throughout the whole of so much of the length of such road and continuation as shall lie between Wood Lane and the western side of the bridge carrying Railway No. 3 over the continuation of Du Cane Road and shall pay half the cost of making up and forming Du Cane Road and the said continuation as so widened as aforesaid between the said points with all proper footpaths sewers gullies channels lamp posts and works connected therewith :
- (12) The Company shall plant and from time to time renew and maintain to the reasonable satisfaction of the council trees or shrubs upon any embankment carrying Railway No. 3 between Du Cane Road and Old Oak Common Lane :
- (13) The entrances and exits to and from the station buildings of the Company shall be so designed and of such extent as to secure the least practicable inconvenience to the public traffic in the adjoining streets and all such works shall be executed in accordance with plans previously submitted to and reasonably approved by the council and in case any question shall arise between the

A.D. 1905.

and until the council shall have signified their approval which shall not be unreasonably withheld of the same unless the council fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution of every such bridge and the works connected therewith and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the council at the costs charges and expenses in all respects of the Company :

- (10) The Company shall not carry out any work by this Act authorised so as to make a gradient in any street or way greater than 1 in 30 :
- (11) The Company shall at their expense give up sufficient land to make the road known as Du Cane Road and the proposed continuation westwards of such road of a not less width than fifty feet throughout the whole of so much of the length of such road and continuation as shall lie between Wood Lane and the western side of the bridge carrying Railway No. 3 over the continuation of Du Cane Road and shall pay half the cost of making up and forming Du Cane Road and the said continuation as so widened as aforesaid between the said points with all proper footpaths sewers gullies channels lamp posts and works connected therewith :
- (12) The Company shall plant and from time to time renew and maintain to the reasonable satisfaction of the council trees or shrubs upon any embankment carrying Railway No. 3 between Du Cane Road and Old Oak Common Lane :
- (13) The entrances and exits to and from the station buildings of the Company shall be so designed and of such extent as to secure the least practicable inconvenience to the public traffic in the adjoining streets and all such works shall be executed in accordance with plans previously submitted to and reasonably approved by the council and in case any question shall arise between the

Company and the council as to such plans or the approval thereof such question shall be determined by arbitration as hereinafter provided : A.D. 1905.

- (14) Notwithstanding anything in section 94 of the Lands Clauses Consolidation Act 1845 the council shall not be compelled to sell to the Company any part of the council's Old Oak Common Lane estate lying to the south-west of Railway No. 3 :
- (15) Any difference which may arise between the council and the Company under this section shall unless otherwise agreed be determined by arbitration by a single arbitrator in manner provided by the Arbitration Act 1889 Provided that the approval or disapproval by the council of plans and sections submitted under subsection (5) of this section shall not be subject to the provisions of this subsection.

27. For the protection of the Hammersmith Borough Council (in this section called "the Hammersmith Council") and of Augustus Henry Bird Ernest Bird and Stephen Bird or other the owners for the time being of the lands numbered on the deposited plans 23 and 26 in the metropolitan borough of Hammersmith (in this section called "the owners") the following provisions shall unless otherwise agreed between the Company and the Hammersmith Council and the owners be observed and have effect (that is to say) :—

For protection of Hammersmith Borough Council and Augustus Henry Bird and others.

- (1) The Company shall construct and afterwards at their own cost maintain two public iron foot bridges 8 feet in width over Railway No. 3 to connect Du Cane Road in the borough of Hammersmith with the new road or roads to be made to the south of the said railways such bridges to be constructed at points to be reasonably approved by the Hammersmith Council and the council shall be responsible for the sanding and cleansing of the same as and when necessary for the protection of the public :
- (2) For the purpose of enabling the Hammersmith Council to construct a new road to be made from Wood Lane to Latimer Road both in the said borough between the points A and B on the plan and section marked A signed by William Wylie Grierson on behalf of the Company and Hugh Mair (borough surveyor) on

Company and the council as to such plans or the approval thereof such question shall be determined by arbitration as hereinafter provided : A.D. 1905.

- (14) Notwithstanding anything in section 94 of the Lands Clauses Consolidation Act 1845 the council shall not be compelled to sell to the Company any part of the council's Old Oak Common Lane estate lying to the south-west of Railway No. 3 :
- (15) Any difference which may arise between the council and the Company under this section shall unless otherwise agreed be determined by arbitration by a single arbitrator in manner provided by the Arbitration Act 1889 Provided that the approval or disapproval by the council of plans and sections submitted under subsection (5) of this section shall not be subject to the provisions of this subsection.

27. For the protection of the Hammersmith Borough Council (in this section called "the Hammersmith Council") and of Augustus Henry Bird Ernest Bird and Stephen Bird or other the owners for the time being of the lands numbered on the deposited plans 23 and 26 in the metropolitan borough of Hammersmith (in this section called "the owners") the following provisions shall unless otherwise agreed between the Company and the Hammersmith Council and the owners be observed and have effect (that is to say) :—

For protection of Hammersmith Borough Council and Augustus Henry Bird and others.

- (1) The Company shall construct and afterwards at their own cost maintain two public iron foot bridges 8 feet in width over Railway No. 3 to connect Du Cane Road in the borough of Hammersmith with the new road or roads to be made to the south of the said railways such bridges to be constructed at points to be reasonably approved by the Hammersmith Council and the council shall be responsible for the sanding and cleansing of the same as and when necessary for the protection of the public :
- (2) For the purpose of enabling the Hammersmith Council to construct a new road to be made from Wood Lane to Latimer Road both in the said borough between the points A and B on the plan and section marked A signed by William Wylie Grierson on behalf of the Company and Hugh Mair (borough surveyor) on

A.D. 1905.

behalf of the Hammersmith Council the Company shall give up so much of the land required to form the said road as the Company shall acquire to a width of 50 feet and shall dedicate the same to the public for the purpose of making and forming the said new road and shall contribute towards the construction of the said new road such a sum as will cover the extra cost involved in the construction thereof by reason of the construction of Railways Nos. 3 and 4 and by reason of the alteration of the site of the proposed new road from that originally contemplated by the Hammersmith Council between the points C and D on the said plan and section and the said extra cost shall include the sum of one thousand seven hundred and seventy pounds which the trustees of the estate of Augustus Bird offered to contribute towards the expense of the construction of the road through their property at the point originally contemplated and the Company shall at all times hereafter at their own expense maintain the structure of the bridge necessary to carry the said new road over the said Railways Nos. 3 and 4 And the Company shall consent to the continuation of the proposed new road under the West London Railway at the point marked E on the said plan and shall use their best endeavours to obtain a like consent from the London and North Western Railway Company subject to proper terms and conditions with regard to the payment for the easement under the said railway and the manner in which the works are to be carried out being agreed between the parties :

- (3) In consideration of the obligations imposed upon the Company by the last preceding subsection the owners shall if so required by the Company sell to the Company so much of the lands of the owners as is required for the construction of the said road between the said points A and B and as is situate within 120 feet of each side of the said road and is within the limits of deviations of the lands which the Company are authorised to acquire for the purposes of Railways Nos. 3 and 4 or either of them and the consideration to be paid by the Company for the said lands shall

A.D. 1905.

behalf of the Hammersmith Council the Company shall give up so much of the land required to form the said road as the Company shall acquire to a width of 50 feet and shall dedicate the same to the public for the purpose of making and forming the said new road and shall contribute towards the construction of the said new road such a sum as will cover the extra cost involved in the construction thereof by reason of the construction of Railways Nos. 3 and 4 and by reason of the alteration of the site of the proposed new road from that originally contemplated by the Hammersmith Council between the points C and D on the said plan and section and the said extra cost shall include the sum of one thousand seven hundred and seventy pounds which the trustees of the estate of Augustus Bird offered to contribute towards the expense of the construction of the road through their property at the point originally contemplated and the Company shall at all times hereafter at their own expense maintain the structure of the bridge necessary to carry the said new road over the said Railways Nos. 3 and 4 And the Company shall consent to the continuation of the proposed new road under the West London Railway at the point marked E on the said plan and shall use their best endeavours to obtain a like consent from the London and North Western Railway Company subject to proper terms and conditions with regard to the payment for the easement under the said railway and the manner in which the works are to be carried out being agreed between the parties :

- (3) In consideration of the obligations imposed upon the Company by the last preceding subsection the owners shall if so required by the Company sell to the Company so much of the lands of the owners as is required for the construction of the said road between the said points A and B and as is situate within 120 feet of each side of the said road and is within the limits of deviations of the lands which the Company are authorised to acquire for the purposes of Railways Nos. 3 and 4 or either of them and the consideration to be paid by the Company for the said lands shall

unless otherwise agreed be settled in the manner provided by the provisions of the Lands Clauses Acts with reference to the purchase and taking of lands otherwise than by agreement : A.D. 1905.

- (4) The Company shall construct the bridge to carry Wood Lane over Railway No. 3 authorised by this Act in such a way as to make the gradient of the roadway on both sides of the crown of the said bridge not steeper than 1 in 40 and notwithstanding anything shown on the deposited sections the Company may raise the said road at the point of crossing of Railway No. 3 to a point not higher than 38·08 feet above Ordnance datum In the construction of the last-mentioned bridge the Company shall make provision for all vehicular and pedestrian traffic along Wood Lane to the reasonable satisfaction of the Hammersmith Council and so as to interfere with the said traffic as little as possible :
- (5) If the Company shall acquire and demolish the properties between the Uxbridge Road Station of the West London Railway and the Shepherd's Bush Station of the Central London Railway they shall set back the frontage of the said properties for the purpose of widening Uxbridge Road to the line indicated on the plan marked B and signed as aforesaid :
- (6) The Company shall not alter the position of any electric lighting main pipe or apparatus belonging to the Hammersmith Council until they shall have given to the council fourteen days' notice in writing of their intention to do so and shall have obtained the approval of the Hammersmith Council to the new position of the same and any such work shall be done under the superintendence and to the reasonable satisfaction of the Hammersmith Council and the Company shall give to the Hammersmith Council every facility for laying the new electric light main cables and apparatus over any of the proposed new bridges referred to in this section or hereafter to be constructed under the provisions of this Act Provided that if such approval shall be withheld for a period of twenty-eight days after the service of such notice the new position of

unless otherwise agreed be settled in the manner provided by the provisions of the Lands Clauses Acts with reference to the purchase and taking of lands otherwise than by agreement : A.D. 1905.

- (4) The Company shall construct the bridge to carry Wood Lane over Railway No. 3 authorised by this Act in such a way as to make the gradient of the roadway on both sides of the crown of the said bridge not steeper than 1 in 40 and notwithstanding anything shown on the deposited sections the Company may raise the said road at the point of crossing of Railway No. 3 to a point not higher than 38·08 feet above Ordnance datum In the construction of the last-mentioned bridge the Company shall make provision for all vehicular and pedestrian traffic along Wood Lane to the reasonable satisfaction of the Hammersmith Council and so as to interfere with the said traffic as little as possible :
- (5) If the Company shall acquire and demolish the properties between the Uxbridge Road Station of the West London Railway and the Shepherd's Bush Station of the Central London Railway they shall set back the frontage of the said properties for the purpose of widening Uxbridge Road to the line indicated on the plan marked B and signed as aforesaid :
- (6) The Company shall not alter the position of any electric lighting main pipe or apparatus belonging to the Hammersmith Council until they shall have given to the council fourteen days' notice in writing of their intention to do so and shall have obtained the approval of the Hammersmith Council to the new position of the same and any such work shall be done under the superintendence and to the reasonable satisfaction of the Hammersmith Council and the Company shall give to the Hammersmith Council every facility for laying the new electric light main cables and apparatus over any of the proposed new bridges referred to in this section or hereafter to be constructed under the provisions of this Act Provided that if such approval shall be withheld for a period of twenty-eight days after the service of such notice the new position of

A.D. 1905.

such electric lighting main pipe or apparatus shall be determined by an arbitrator to be appointed as hereafter provided. Provided that nothing in this section shall extend to prejudice or affect any of the provisions for the protection of any undertakers authorised to supply electrical energy contained in any special Act or any Provisional Order confirmed by Act of Parliament:

(7) The Company shall submit to the Hammersmith Council for their reasonable approval plans and sections of all bridges referred to in this section and the same shall be constructed in accordance with such plans and sections when approved. Provided that if the Hammersmith Council fail for a period of twenty-eight days after the submission of such plans and sections to signify to the Company their disapproval thereof and the grounds for such disapproval they shall be deemed to have approved of the same:

(8) Any dispute or difference which may arise between the Company and the Hammersmith Council with respect to the provisions of this section or in any other way arising thereout shall be settled by arbitration by an arbitrator who shall failing agreement be appointed by the Board of Trade on the application of either party.

Provision as
to acquisition
of land of
Acton Urban
District
Council.

28. Whereas Railway No. 3 is shown on the deposited plans as passing through a cemetery numbered on those plans 3 and 4 in the parish of Acton and a portion thereof will be required for the purposes of that railway:

And whereas the fee simple of the said cemetery is vested in the urban district council of Acton (hereinafter called "the council") and an agreement has been come to between the Company and the council in reference thereto. Be it therefore enacted that upon the conveyance in fee simple in possession by the council to the Company of the portion of the cemetery coloured pink on the plan and particulars marked A and signed by William Wylie Grierson on behalf of the Company and Daniel John Ebbetts on behalf of the council the Company shall pay to the council the sum of five hundred pounds as compensation for the damage to be sustained to the said cemetery and the Company shall convey to the council in fee simple in possession the piece of land coloured

A.D. 1905.

such electric lighting main pipe or apparatus shall be determined by an arbitrator to be appointed as hereafter provided. Provided that nothing in this section shall extend to prejudice or affect any of the provisions for the protection of any undertakers authorised to supply electrical energy contained in any special Act or any Provisional Order confirmed by Act of Parliament:

(7) The Company shall submit to the Hammersmith Council for their reasonable approval plans and sections of all bridges referred to in this section and the same shall be constructed in accordance with such plans and sections when approved. Provided that if the Hammersmith Council fail for a period of twenty-eight days after the submission of such plans and sections to signify to the Company their disapproval thereof and the grounds for such disapproval they shall be deemed to have approved of the same:

(8) Any dispute or difference which may arise between the Company and the Hammersmith Council with respect to the provisions of this section or in any other way arising thereout shall be settled by arbitration by an arbitrator who shall failing agreement be appointed by the Board of Trade on the application of either party.

Provision as
to acquisition
of land of
Acton Urban
District
Council.

28. Whereas Railway No. 3 is shown on the deposited plans as passing through a cemetery numbered on those plans 3 and 4 in the parish of Acton and a portion thereof will be required for the purposes of that railway:

And whereas the fee simple of the said cemetery is vested in the urban district council of Acton (hereinafter called "the council") and an agreement has been come to between the Company and the council in reference thereto. Be it therefore enacted that upon the conveyance in fee simple in possession by the council to the Company of the portion of the cemetery coloured pink on the plan and particulars marked A and signed by William Wylie Grierson on behalf of the Company and Daniel John Ebbetts on behalf of the council the Company shall pay to the council the sum of five hundred pounds as compensation for the damage to be sustained to the said cemetery and the Company shall convey to the council in fee simple in possession the piece of land coloured

blue on the said plan by way of exchange for the said portion of land coloured pink on the said plan and free of charge and the Company shall not without the licence and consent of the council enter upon take or use the land of the council coloured pink on the said plan unless and until the Company shall have conveyed the land coloured blue to the council and shall have erected a wall and railings on the south-western boundary thereof similar to those of the existing cemetery and a wall on the north-western boundary thereof similar to the existing wall separating the existing cemetery from the said land coloured blue and shall also have removed the said existing wall. The Company shall remove the existing fence along the north-eastern boundary of the said land coloured pink and refix the same along the south-western boundary thereof and shall provide a similar fence along the north-eastern boundary of the said land coloured blue and such fences shall be sunk in the manner shown on the said plan and particulars. The Company shall set back the retaining wall as shown on the said plan and particulars and shall also extend the bridge numbered 5 on the deposited plans over the said railway of the same width between the parapets and of a similar ornamental character as that of the existing bridge and the approaches thereto to the reasonable satisfaction of the surveyor of the council. Provided that they may raise the level of the road so that the gradient does not exceed 1 in 20. A.D. 1905.

The Company shall be at liberty at any time within three years from the passing of this Act to require the council to convey and the council shall upon request convey an additional strip of land abutting on the south-western boundary of the land coloured pink as the Company shall require for the purposes of their works not exceeding two feet in width and if such additional land shall be conveyed the provisions in this section shall be read and construed as if the additional area of land had been originally comprised within the land coloured pink on the plan and the Company shall convey by way of exchange an additional strip of land on the north-west of the land coloured blue of an area equivalent to the area of the additional strip of land to be conveyed by the council as aforesaid and the provisions of this section shall be read and construed as if the additional area of land had been originally comprised within the land coloured blue on the plan and the Company shall also pay to the council an additional sum for compensation to be calculated at the rate of six shillings and one

blue on the said plan by way of exchange for the said portion of land coloured pink on the said plan and free of charge and the Company shall not without the licence and consent of the council enter upon take or use the land of the council coloured pink on the said plan unless and until the Company shall have conveyed the land coloured blue to the council and shall have erected a wall and railings on the south-western boundary thereof similar to those of the existing cemetery and a wall on the north-western boundary thereof similar to the existing wall separating the existing cemetery from the said land coloured blue and shall also have removed the said existing wall. The Company shall remove the existing fence along the north-eastern boundary of the said land coloured pink and refix the same along the south-western boundary thereof and shall provide a similar fence along the north-eastern boundary of the said land coloured blue and such fences shall be sunk in the manner shown on the said plan and particulars. The Company shall set back the retaining wall as shown on the said plan and particulars and shall also extend the bridge numbered 5 on the deposited plans over the said railway of the same width between the parapets and of a similar ornamental character as that of the existing bridge and the approaches thereto to the reasonable satisfaction of the surveyor of the council. Provided that they may raise the level of the road so that the gradient does not exceed 1 in 20. A.D. 1905.

The Company shall be at liberty at any time within three years from the passing of this Act to require the council to convey and the council shall upon request convey an additional strip of land abutting on the south-western boundary of the land coloured pink as the Company shall require for the purposes of their works not exceeding two feet in width and if such additional land shall be conveyed the provisions in this section shall be read and construed as if the additional area of land had been originally comprised within the land coloured pink on the plan and the Company shall convey by way of exchange an additional strip of land on the north-west of the land coloured blue of an area equivalent to the area of the additional strip of land to be conveyed by the council as aforesaid and the provisions of this section shall be read and construed as if the additional area of land had been originally comprised within the land coloured blue on the plan and the Company shall also pay to the council an additional sum for compensation to be calculated at the rate of six shillings and one

[Ch. xcvi.] *Great Western Railway (New Railways) [5 EDW. 7.]*
Act, 1905.

A.D. 1905. penny per superficial yard for the additional strip of land which may be so conveyed.

In the event of the Company requiring the council to convey an additional strip of land as aforesaid they shall be at liberty to retain a strip of land coloured blue on the signed plan abutting on their railway equal in width to the said additional area of land and the Company shall convey in lieu thereof an area of land on the north-west side of the land coloured blue equivalent to that so retained.

The Company shall soil and properly plant with shrubs and trees to the reasonable satisfaction of the council the banks of the cutting where Railway No. 3 passes through the land coloured pink on the said plan and the Company shall divert the sewer now existing at the foot of the retaining wall adjacent to the land coloured pink to the foot of the new retaining wall to be constructed by the Company as aforesaid and make good the existing connections to the pipes of the council.

The said sum of five hundred pounds to be paid to the council as compensation shall when received by them be if possible applied by them in part discharge of moneys borrowed by them for the purchase of the cemetery but shall not be applied to the payment of instalments or to payments into a sinking fund except to such extent and upon such terms as may be approved by the Local Government Board Provided that if the said sum of five hundred pounds cannot conveniently be so applied it may be applied to any purpose for which the council have an unexhausted borrowing power or to any purpose for which capital is properly applicable and which may be approved by the Local Government Board Provided also that the borrowing powers of the council shall be reduced to the extent of the moneys applied in lieu of borrowing.

For protec-
tion of Acton
Urban Dis-
trict Council.

29. Notwithstanding anything in this Act contained or shown on the deposited plans and sections in the construction of Railways No. 2 and No. 3 by this Act authorised in the parish of Acton the following provisions for the protection of the urban district council of Acton (in this section called "the council") shall unless otherwise agreed have effect (that is to say) :—

- (1) In every case where any work constructed under the powers of this Act in the parish of Acton crosses alters diverts or otherwise interferes with any existing sewer

[Ch. xcvi.] *Great Western Railway (New Railways) Act, 1905.* [5 EDW. 7.]

A.D. 1905. penny per superficial yard for the additional strip of land which may be so conveyed.

In the event of the Company requiring the council to convey an additional strip of land as aforesaid they shall be at liberty to retain a strip of land coloured blue on the signed plan abutting on their railway equal in width to the said additional area of land and the Company shall convey in lieu thereof an area of land on the north-west side of the land coloured blue equivalent to that so retained.

The Company shall soil and properly plant with shrubs and trees to the reasonable satisfaction of the council the banks of the cutting where Railway No. 3 passes through the land coloured pink on the said plan and the Company shall divert the sewer now existing at the foot of the retaining wall adjacent to the land coloured pink to the foot of the new retaining wall to be constructed by the Company as aforesaid and make good the existing connections to the pipes of the council.

The said sum of five hundred pounds to be paid to the council as compensation shall when received by them be if possible applied by them in part discharge of moneys borrowed by them for the purchase of the cemetery but shall not be applied to the payment of instalments or to payments into a sinking fund except to such extent and upon such terms as may be approved by the Local Government Board Provided that if the said sum of five hundred pounds cannot conveniently be so applied it may be applied to any purpose for which the council have an unexhausted borrowing power or to any purpose for which capital is properly applicable and which may be approved by the Local Government Board Provided also that the borrowing powers of the council shall be reduced to the extent of the moneys applied in lieu of borrowing.

For protection of Acton Urban District Council.

29. Notwithstanding anything in this Act contained or shown on the deposited plans and sections in the construction of Railways No. 2 and No. 3 by this Act authorised in the parish of Acton the following provisions for the protection of the urban district council of Acton (in this section called "the council") shall unless otherwise agreed have effect (that is to say) :—

- (1) In every case where any work constructed under the powers of this Act in the parish of Acton crosses alters diverts or otherwise interferes with any existing sewer

or manhole of the council the Company shall bear any costs reasonably and properly incurred in securing and strengthening such sewer or manhole from all damage which may be occasioned by reason of the construction of such work and shall for ever uphold and maintain in good and efficient repair to the reasonable satisfaction of the council such portions of any existing sewer or manhole as may be crossed altered diverted or otherwise interfered with under the powers of this Act and the Company shall allow the council their officials agents workmen and contractors to have free access at all reasonable times (but so as not to delay hinder or interfere with the traffic of the Company or to involve the Company in any expense) to any part of the sewer or manhole so crossed covered altered diverted or otherwise interfered with:

A.D. 1905.
—

- (2) The Company shall construct as near as reasonably may be on a level with the adjoining highway having regard to the gradients of the railway a bridge of a clear width of 15 feet between the parapets and suitable for heavy traffic to carry the road known as Mason's Green Lane numbered 3 on the deposited plans for Railway No. 2 and the Company shall if they deem fit divert the said road as shown on the plan marked B and signed by William Wylie Grierson on behalf of the Company and Daniel John Ebbetts on behalf of the council. The Company shall when constructing the said bridge provide reasonable accommodation for the laying in by and at the expense of the council of two four-inch iron pipes for the length of the bridge for the purpose of enabling the council to carry over the said bridge as and when required by the council electric mains and cables:
- (3) The bridge for carrying the road numbered on the deposited plans 23 in the parish of Acton over Railway No. 2 shall not be less than 40 feet in width and the south-eastern approach thereto shall not be of less width than that at present existing and the gradients thereof shall not be steeper than 1 in 42 and the level of the road in front of the north-west side of the existing entrance gateway to the cemetery shall

or manhole of the council the Company shall bear any costs reasonably and properly incurred in securing and strengthening such sewer or manhole from all damage which may be occasioned by reason of the construction of such work and shall for ever uphold and maintain in good and efficient repair to the reasonable satisfaction of the council such portions of any existing sewer or manhole as may be crossed altered diverted or otherwise interfered with under the powers of this Act and the Company shall allow the council their officials agents workmen and contractors to have free access at all reasonable times (but so as not to delay hinder or interfere with the traffic of the Company or to involve the Company in any expense) to any part of the sewer or manhole so crossed covered altered diverted or otherwise interfered with:

A.D. 1905.
—

- (2) The Company shall construct as near as reasonably may be on a level with the adjoining highway having regard to the gradients of the railway a bridge of a clear width of 15 feet between the parapets and suitable for heavy traffic to carry the road known as Mason's Green Lane numbered 3 on the deposited plans for Railway No. 2 and the Company shall if they deem fit divert the said road as shown on the plan marked B and signed by William Wylie Grierson on behalf of the Company and Daniel John Ebbetts on behalf of the council. The Company shall when constructing the said bridge provide reasonable accommodation for the laying in by and at the expense of the council of two four-inch iron pipes for the length of the bridge for the purpose of enabling the council to carry over the said bridge as and when required by the council electric mains and cables:
- (3) The bridge for carrying the road numbered on the deposited plans 23 in the parish of Acton over Railway No. 2 shall not be less than 40 feet in width and the south-eastern approach thereto shall not be of less width than that at present existing and the gradients thereof shall not be steeper than 1 in 42 and the level of the road in front of the north-west side of the existing entrance gateway to the cemetery shall

A.D. 1905.

not be raised more than 1 foot The Company shall at their own expense and under the supervision of the surveyor of the council carry out any work required in altering the roads within the cemetery the gradients of which are not to exceed 1 in 20 consequent on the alteration of the levels of the said road as aforesaid The Company shall when constructing the said bridge provide reasonable accommodation for the laying in by and at the expense of the council of two four-inch iron pipes for the whole length of the bridge over the Company's railway as now existing and of the Railway No. 2 for the purpose of enabling the council to carry over the said bridge as extended as and when required by the council electric mains and cables :

- (4) The Company in constructing the said bridge and the approach thereto shall be at liberty to make temporary provision for the traffic along the existing road by means of a road 15 feet in width :
- (5) The bridge numbered 7 on the deposited plans shall be extended of the same width between the parapets and of a similar character as that of the existing bridge to the reasonable satisfaction of the surveyor of the council :
- (6) From and after the passing of this Act the payment of two pounds two shillings per annum payable by agreement entered into between the Company and the council and dated 23rd December 1904 by the council to the Company on account of the electric cable and main over the bridge known as the Cemetery Road Bridge which spans the Great Western Railway Acton and Northolt Branch shall cease :
- (7) Nothing in this Act contained shall deprive the council of the powers and privileges conferred on them by any Act or Acts of Parliament or Provisional Order of laying down and maintaining as occasion may require and repairing renewing and altering any mains or cables in and under any part of the streets or roads over or under which the railways authorised by this Act will be made or under any street road or court which may be temporarily stopped up during the construction of the works by this Act authorised :

A.D. 1905.

not be raised more than 1 foot The Company shall at their own expense and under the supervision of the surveyor of the council carry out any work required in altering the roads within the cemetery the gradients of which are not to exceed 1 in 20 consequent on the alteration of the levels of the said road as aforesaid The Company shall when constructing the said bridge provide reasonable accommodation for the laying in by and at the expense of the council of two four-inch iron pipes for the whole length of the bridge over the Company's railway as now existing and of the Railway No. 2 for the purpose of enabling the council to carry over the said bridge as extended as and when required by the council electric mains and cables :

- (4) The Company in constructing the said bridge and the approach thereto shall be at liberty to make temporary provision for the traffic along the existing road by means of a road 15 feet in width :
- (5) The bridge numbered 7 on the deposited plans shall be extended of the same width between the parapets and of a similar character as that of the existing bridge to the reasonable satisfaction of the surveyor of the council :
- (6) From and after the passing of this Act the payment of two pounds two shillings per annum payable by agreement entered into between the Company and the council and dated 23rd December 1904 by the council to the Company on account of the electric cable and main over the bridge known as the Cemetery Road Bridge which spans the Great Western Railway Acton and Northolt Branch shall cease :
- (7) Nothing in this Act contained shall deprive the council of the powers and privileges conferred on them by any Act or Acts of Parliament or Provisional Order of laying down and maintaining as occasion may require and repairing renewing and altering any mains or cables in and under any part of the streets or roads over or under which the railways authorised by this Act will be made or under any street road or court which may be temporarily stopped up during the construction of the works by this Act authorised :

(8) At least fourteen days before commencing the execution A.D. 1905.

of any works authorised by this Act or situate on any lands by this Act authorised to be acquired by the Company which will be situate over or in any way interfere with or affect any mains cables or apparatus of the council the Company shall submit to the council plans sections and particulars showing the manner in which such mains cables and apparatus are proposed to be dealt with and if within fourteen days from such submission the council disapprove of the said plans sections and particulars or make any further requirements in relation to the dealing with the same such works shall not be commenced until the said plans sections and particulars have been agreed or settled by arbitration. Provided that if the council do not within fourteen days after such submission signify their approval or disapproval or their requirements in relation thereto they shall be deemed to have approved of such plans sections and particulars and such mains cables and apparatus shall unless otherwise agreed be dealt with only in accordance with such plans sections and particulars and all works involving the interference with or affecting the same shall be executed under the superintendence and to the reasonable satisfaction of the surveyor of the council:

(9) The surveyor of the council may and shall if the council so think fit at the reasonable cost in all things of the Company execute under the superintendence of the engineer of the Company all such works as may be reasonably necessary for the diversion shoring up or supporting raising re-fixing or otherwise altering the position of and restoring and protecting any such mains cables or apparatus of the council which it may be necessary to divert shore up support raise re-fix alter restore or protect by reason of the execution of such works and for preventing any interruption to the supply of electrical energy by the council or any obstruction or increased expense to the council in the repair renewal or inspection of such mains cables or works but such works shall be carried out so that the traffic on the railway of the Company shall not be endangered impeded or obstructed:

(8) At least fourteen days before commencing the execution A.D. 1905.

of any works authorised by this Act or situate on any lands by this Act authorised to be acquired by the Company which will be situate over or in any way interfere with or affect any mains cables or apparatus of the council the Company shall submit to the council plans sections and particulars showing the manner in which such mains cables and apparatus are proposed to be dealt with and if within fourteen days from such submission the council disapprove of the said plans sections and particulars or make any further requirements in relation to the dealing with the same such works shall not be commenced until the said plans sections and particulars have been agreed or settled by arbitration. Provided that if the council do not within fourteen days after such submission signify their approval or disapproval or their requirements in relation thereto they shall be deemed to have approved of such plans sections and particulars and such mains cables and apparatus shall unless otherwise agreed be dealt with only in accordance with such plans sections and particulars and all works involving the interference with or affecting the same shall be executed under the superintendence and to the reasonable satisfaction of the surveyor of the council :

(9) The surveyor of the council may and shall if the council so think fit at the reasonable cost in all things of the Company execute under the superintendence of the engineer of the Company all such works as may be reasonably necessary for the diversion shoring up or supporting raising re-fixing or otherwise altering the position of and restoring and protecting any such mains cables or apparatus of the council which it may be necessary to divert shore up support raise re-fix alter restore or protect by reason of the execution of such works and for preventing any interruption to the supply of electrical energy by the council or any obstruction or increased expense to the council in the repair renewal or inspection of such mains cables or works but such works shall be carried out so that the traffic on the railway of the Company shall not be endangered impeded or obstructed :

A.D. 1905.

(10) If any interruption whatsoever in the supply of electrical energy by the council or any loss of energy shall be in any way occasioned or sustained by any act or omission of the Company or by the acts of their contractors agents servants or workmen or any person in the employ of them or any or either of them in the execution of the powers of this Act the Company shall pay to the council the value of the energy so lost and the Company shall also be responsible for and make good to the council all costs losses damages and expenses which may be occasioned to the council through or by reason of or consequent on any such act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company shall effectually indemnify and hold harmless the council from all claims and demands upon or against them by reason of any such act or omission :

(11) If any dispute shall arise between the Company and the council under or in relation to any provisions of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council.

For pro-
tection of
Metropolitan
Water Board.

30.—(1) In constructing Railway No. 2 by this Act authorised the Company shall at their own expense provide and thereafter maintain throughout the whole length of the extension of the existing bridge carrying Willesden Lane Bridge over the Company's existing Acton and Northolt Branch Railway all proper and necessary accommodation for the future mains of the Metropolitan Water Board (hereinafter called "the board") that is to say accommodation for two steel mains having each an internal diameter of 12 inches The space to be provided and maintained by the Company below above and on each side of the said mains shall so far as practicable be sufficient to enable the servants of the board to obtain proper access to the said mains for the purpose of repairing examining or otherwise dealing with the same The accommodation provided shall be situate beneath the footpath or footpaths of the said extension of the bridge and the Company shall maintain a depth of not less than 12 inches from the highest part of each of the said mains to the surface of the footpath.

A.D. 1905.

(10) If any interruption whatsoever in the supply of electrical energy by the council or any loss of energy shall be in any way occasioned or sustained by any act or omission of the Company or by the acts of their contractors agents servants or workmen or any person in the employ of them or any or either of them in the execution of the powers of this Act the Company shall pay to the council the value of the energy so lost and the Company shall also be responsible for and make good to the council all costs losses damages and expenses which may be occasioned to the council through or by reason of or consequent on any such act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company shall effectually indemnify and hold harmless the council from all claims and demands upon or against them by reason of any such act or omission :

(11) If any dispute shall arise between the Company and the council under or in relation to any provisions of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council.

For protection of
Metropolitan
Water Board.

30.—(1) In constructing Railway No. 2 by this Act authorised the Company shall at their own expense provide and thereafter maintain throughout the whole length of the extension of the existing bridge carrying Willesden Lane Bridge over the Company's existing Acton and Northolt Branch Railway all proper and necessary accommodation for the future mains of the Metropolitan Water Board (hereinafter called "the board") that is to say accommodation for two steel mains having each an internal diameter of 12 inches The space to be provided and maintained by the Company below above and on each side of the said mains shall so far as practicable be sufficient to enable the servants of the board to obtain proper access to the said mains for the purpose of repairing examining or otherwise dealing with the same The accommodation provided shall be situate beneath the footpath or footpaths of the said extension of the bridge and the Company shall maintain a depth of not less than 12 inches from the highest part of each of the said mains to the surface of the footpath.

(2) The section the marginal note of which is "Protection of gas and water mains of local authorities" shall apply and extend to the works contemplated by this section except so far as the provisions thereof may be varied by this section and shall also be deemed to extend and apply to all the water mains pipes hydrants or other works and apparatus of the Board. A.D. 1905.

31. For the protection of the Brentford Gas Company (in this section called "the gas company") the following provisions shall unless otherwise agreed apply and have effect (that is to say) :— For protec-
tion of Brent-
ford Gas
Company.

(1) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons tubes or other works (hereinafter called "apparatus") of the gas company are situate the Company shall deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works and such plans sections description and notice shall be delivered to the gas company at least fourteen days before the commencement of any such works :

(2) If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas the gas company may give notice to the Company to lower or otherwise alter the position of such apparatus or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance shall be settled as hereinafter provided and all such works shall be done and executed by and at the expense of the Company but to the reasonable satisfaction of the engineer of the gas company Provided that if the gas company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works

(2) The section the marginal note of which is "Protection of gas and water mains of local authorities" shall apply and extend to the works contemplated by this section except so far as the provisions thereof may be varied by this section and shall also be deemed to extend and apply to all the water mains pipes hydrants or other works and apparatus of the Board.

A.D. 1905.

31. For the protection of the Brentford Gas Company (in this section called "the gas company") the following provisions shall unless otherwise agreed apply and have effect (that is to say) :—

For protec-
tion of Brent-
ford Gas
Company.

(1) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons tubes or other works (hereinafter called "apparatus") of the gas company are situate the Company shall deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works and such plans sections description and notice shall be delivered to the gas company at least fourteen days before the commencement of any such works :

(2) If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas the gas company may give notice to the Company to lower or otherwise alter the position of such apparatus or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance shall be settled as hereinafter provided and all such works shall be done and executed by and at the expense of the Company but to the reasonable satisfaction of the engineer of the gas company Provided that if the gas company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works

A.D. 1905.

so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of the gas company and the Company shall on completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof :

- (3) In the event of such plans sections and descriptions so delivered to the gas company as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith :
- (4) If the Company for any of the purposes of this Act acquire any apparatus belonging to the gas company in any streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans which are now used by the gas company for supplying gas to such streets highways roads footpaths lanes courts passages and other places they shall pay to the gas company the value of such apparatus and the same shall thereupon become the property of the Company and the Company shall also pay to the gas company their reasonable charges of removing or altering any of their apparatus in immediate communication therewith which the works of the Company shall render useless or which shall be required to be altered :
- (5) If any interruption in the supply of gas by the gas company shall be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company such a sum as may represent the damage caused for every day during which such interruption shall continue :
- (6) The expense of all repairs or renewals of any apparatus of the gas company or any works in connection therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the proposed works of the Company

A.D. 1905.

so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of the gas company and the Company shall on completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof :

- (3) In the event of such plans sections and descriptions so delivered to the gas company as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith :
- (4) If the Company for any of the purposes of this Act acquire any apparatus belonging to the gas company in any streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans which are now used by the gas company for supplying gas to such streets highways roads footpaths lanes courts passages and other places they shall pay to the gas company the value of such apparatus and the same shall thereupon become the property of the Company and the Company shall also pay to the gas company their reasonable charges of removing or altering any of their apparatus in immediate communication therewith which the works of the Company shall render useless or which shall be required to be altered :
- (5) If any interruption in the supply of gas by the gas company shall be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company such a sum as may represent the damage caused for every day during which such interruption shall continue :
- (6) The expense of all repairs or renewals of any apparatus of the gas company or any works in connection therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the proposed works of the Company

whether during the construction of the said works (or at any time thereafter) shall be borne and paid by the Company : A.D. 1905.

- (7) The gas company shall afford all reasonable facilities to the Company for and during the construction of the works of the Company by this Act authorised where the same may interfere with the apparatus of the gas company :
- (8) If any difference shall arise with respect to any matter under this section between the Company and the gas company or their respective engineers or concerning any plans sections or description to be delivered to the gas company under the foregoing provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade.

32. For the protection of the Kensington and Knightsbridge Electric Lighting Company Limited and the Notting Hill Electric Lighting Company Limited (in this section called "the lighting companies") the following provisions shall unless otherwise agreed apply and have effect (that is to say) :— For protec-
tion of Ken-
sington and
Notting Hill
Electric
Lighting
Companies.

- (1) The Company shall construct Railway No. 3 by this Act authorised where it passes under the sidings hereinafter mentioned or over or under the culvert carrying the high tension electric mains hereinafter mentioned in all respects in accordance with the plan signed in duplicate by Herbert Woodville Miller on behalf of the lighting companies and by William Wylie Grierson on behalf of the Company and shall not enter upon any of the lands or works of the lighting companies or upon the said sidings or culvert or execute any works whatever under over or affecting the same until the Company shall have delivered to the lighting companies detailed drawings and specifications of such intended works so far as they affect the works of the lighting companies and those drawings and specifications of such intended works have been approved in writing by the engineer of the lighting companies or in the event of his failure for fourteen days after the delivery of the drawings and specifications to approve the same until the same shall have been approved by an engineer to be appointed on

whether during the construction of the said works (or at any time thereafter) shall be borne and paid by the Company : A.D. 1905.

- (7) The gas company shall afford all reasonable facilities to the Company for and during the construction of the works of the Company by this Act authorised where the same may interfere with the apparatus of the gas company :
- (8) If any difference shall arise with respect to any matter under this section between the Company and the gas company or their respective engineers or concerning any plans sections or description to be delivered to the gas company under the foregoing provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade.

32. For the protection of the Kensington and Knightsbridge Electric Lighting Company Limited and the Notting Hill Electric Lighting Company Limited (in this section called "the lighting companies") the following provisions shall unless otherwise agreed apply and have effect (that is to say) :— For protec-
tion of Ken-
sington and
Notting Hill
Electric
Lighting
Companies.

- (1) The Company shall construct Railway No. 3 by this Act authorised where it passes under the sidings hereinafter mentioned or over or under the culvert carrying the high tension electric mains hereinafter mentioned in all respects in accordance with the plan signed in duplicate by Herbert Woodville Miller on behalf of the lighting companies and by William Wylie Grierson on behalf of the Company and shall not enter upon any of the lands or works of the lighting companies or upon the said sidings or culvert or execute any works whatever under over or affecting the same until the Company shall have delivered to the lighting companies detailed drawings and specifications of such intended works so far as they affect the works of the lighting companies and those drawings and specifications of such intended works have been approved in writing by the engineer of the lighting companies or in the event of his failure for fourteen days after the delivery of the drawings and specifications to approve the same until the same shall have been approved by an engineer to be appointed on

A.D. 1905.

the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at its sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer of the lighting companies :

- (2) In constructing Railway No. 3 by this Act authorised the same shall be constructed in such a manner as not to injure the permanent stability of the culvert which carries the high tension electric mains of the lighting companies from their works into Hunt Street and if it shall be necessary for the purpose of constructing the railway to interfere with or alter the sidings herein-after mentioned or to alter divert remove or substitute any other works for the said culvert and mains such interference alteration diversion removal or substituted works shall be carried out at the expense of the Company and so far as such works may affect the said mains and culvert to the reasonable satisfaction of the engineer of the lighting companies and as regards the said culvert and the electric mains therein and any works in connection therewith any such alteration diversion removal or substituted works shall if so required by the lighting companies be carried out by the lighting companies at the expense of the Company :
- (3) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the lighting companies all losses costs damages and expenses which may be occasioned to them or any of their works or property and which may be reasonably attributable to the execution of or caused by reason of the failure of the intended works or of any act default or omission of the Company or of any persons in its employ or of its contractors or otherwise and the Company shall effectually indemnify and hold harmless the lighting companies from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission :
- (4) The Company shall at its sole expense at all times maintain in substantial repair and good order and condition

A.D. 1905.

the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at its sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer of the lighting companies :

- (2) In constructing Railway No. 3 by this Act authorised the same shall be constructed in such a manner as not to injure the permanent stability of the culvert which carries the high tension electric mains of the lighting companies from their works into Hunt Street and if it shall be necessary for the purpose of constructing the railway to interfere with or alter the sidings herein-after mentioned or to alter divert remove or substitute any other works for the said culvert and mains such interference alteration diversion removal or substituted works shall be carried out at the expense of the Company and so far as such works may affect the said mains and culvert to the reasonable satisfaction of the engineer of the lighting companies and as regards the said culvert and the electric mains therein and any works in connection therewith any such alteration diversion removal or substituted works shall if so required by the lighting companies be carried out by the lighting companies at the expense of the Company :
- (3) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the lighting companies all losses costs damages and expenses which may be occasioned to them or any of their works or property and which may be reasonably attributable to the execution of or caused by reason of the failure of the intended works or of any act default or omission of the Company or of any persons in its employ or of its contractors or otherwise and the Company shall effectually indemnify and hold harmless the lighting companies from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission :
- (4) The Company shall at its sole expense at all times maintain in substantial repair and good order and condition

the railway and works by this Act authorised over under or adjacent to the sidings hereinafter mentioned or to the said culvert or any works which the Company shall substitute for the said culvert and shall in like manner maintain any bridge or tunnel which it may be necessary to construct for the purpose of carrying the said sidings over or under the railway and if and whenever the Company shall fail so to maintain the railway works and bridge or tunnel after one month's notice from the lighting companies for that purpose the lighting companies may make and do in and upon as well the land of the Company as their own lands all such works and things as they shall think requisite in that behalf for ensuring such maintenance and repairs and the sum from time to time certified by their engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Company:

A.D. 1905.

- (5) In constructing Railway No. 3 by this Act authorised the Company shall not in any way unnecessarily obstruct or interfere with the traffic passing over the sidings on the lands of the lighting companies or the sidings connecting the same with the West London Railway or do anything to prevent the continual flow of electric current through the high tension mains laid in the said culvert and if by reason of any works or proceedings of the Company there shall be any such obstruction or interference with the said sidings so as to impede or prevent the convenient passage of engines trucks and carriages along the same then the Company shall pay to the lighting companies a sum representing the loss incurred by them but not exceeding twenty pounds for every day during which such obstruction interference or interruption shall continue and if any interruption in the passage of electric energy through the high tension electric mains of the lighting companies shall without the written authority of the lighting companies be occasioned by the Company or by the act of any of its contractors agents workmen or servants or any person in the employ of them or any of them the Company shall pay to the lighting companies either (A) a sum of twenty pounds for every hour during

the railway and works by this Act authorised over under or adjacent to the sidings hereinafter mentioned or to the said culvert or any works which the Company shall substitute for the said culvert and shall in like manner maintain any bridge or tunnel which it may be necessary to construct for the purpose of carrying the said sidings over or under the railway and if and whenever the Company shall fail so to maintain the railway works and bridge or tunnel after one month's notice from the lighting companies for that purpose the lighting companies may make and do in and upon as well the land of the Company as their own lands all such works and things as they shall think requisite in that behalf for ensuring such maintenance and repairs and the sum from time to time certified by their engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Company:

A.D. 1905.

- (5) In constructing Railway No. 3 by this Act authorised the Company shall not in any way unnecessarily obstruct or interfere with the traffic passing over the sidings on the lands of the lighting companies or the sidings connecting the same with the West London Railway or do anything to prevent the continual flow of electric current through the high tension mains laid in the said culvert and if by reason of any works or proceedings of the Company there shall be any such obstruction or interference with the said sidings so as to impede or prevent the convenient passage of engines trucks and carriages along the same then the Company shall pay to the lighting companies a sum representing the loss incurred by them but not exceeding twenty pounds for every day during which such obstruction interference or interruption shall continue and if any interruption in the passage of electric energy through the high tension electric mains of the lighting companies shall without the written authority of the lighting companies be occasioned by the Company or by the act of any of its contractors agents workmen or servants or any person in the employ of them or any of them the Company shall pay to the lighting companies either (A) a sum of twenty pounds for every hour during

A.D. 1905.

which such interruption shall continue or (B) such smaller sum as the Company can prove to be the aggregate loss or damages which the lighting companies may have sustained by reason of such interruption :

- (6) The Company shall not without the consent in writing under the common seals of the lighting companies take or acquire any land of the lighting companies or any right in or over the same but the Company may purchase and take and the lighting companies shall sell an easement or right of using such of the lands of the lighting companies as may be necessary for carrying into effect the provisions of this section and the maintenance and user of Railway No. 3 as so constructed and nothing in this Act contained shall extend to authorise or enable the Company except during the construction of the said railway as aforesaid to take or enter upon or use or cause any damage to any of the lands of the lighting companies (save as hereinbefore mentioned) or save as aforesaid to interfere with alter divert remove or substitute other works for the said sidings or the said culvert or any of the works thereof without the consent in writing in every instance for that purpose first had and obtained of the lighting companies under their respective common seals ;

The lighting companies shall at the expense of the Company afford all reasonable facilities to the Company for and during the construction of the said railway through and under the property of the lighting companies and shall permit the Company for the purposes of constructing the covered way or tunnel under the said sidings to temporarily close one or more of such sidings at such time or times and on such terms as may be agreed between the Company and the said lighting companies or settled by arbitration as hereinafter provided :

- (7) If any dispute shall arise between the Company and the lighting companies respecting the matters and provisions aforesaid such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers in London.

A.D. 1905.

which such interruption shall continue or (B) such smaller sum as the Company can prove to be the aggregate loss or damages which the lighting companies may have sustained by reason of such interruption :

- (6) The Company shall not without the consent in writing under the common seals of the lighting companies take or acquire any land of the lighting companies or any right in or over the same but the Company may purchase and take and the lighting companies shall sell an easement or right of using such of the lands of the lighting companies as may be necessary for carrying into effect the provisions of this section and the maintenance and user of Railway No. 3 as so constructed and nothing in this Act contained shall extend to authorise or enable the Company except during the construction of the said railway as aforesaid to take or enter upon or use or cause any damage to any of the lands of the lighting companies (save as hereinbefore mentioned) or save as aforesaid to interfere with alter divert remove or substitute other works for the said sidings or the said culvert or any of the works thereof without the consent in writing in every instance for that purpose first had and obtained of the lighting companies under their respective common seals ;

The lighting companies shall at the expense of the Company afford all reasonable facilities to the Company for and during the construction of the said railway through and under the property of the lighting companies and shall permit the Company for the purposes of constructing the covered way or tunnel under the said sidings to temporarily close one or more of such sidings at such time or times and on such terms as may be agreed between the Company and the said lighting companies or settled by arbitration as hereinafter provided :

- (7) If any dispute shall arise between the Company and the lighting companies respecting the matters and provisions aforesaid such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers in London.

33. Nothing in this Act contained shall prejudice or affect the right of the Metropolitan Railway Company to claim that the promotion of Railways Nos. 2 3 and 4 by this Act authorised or any or either of those railways is a breach of the provisions of the agreement dated 14th January 1865 and made between the Company and the Metropolitan Railway Company and scheduled to and confirmed by the Great Western Railway (Additional Powers) Act 1865 and if such claim be established to recover from the Company damages in respect thereof.

A.D. 1905.
 For pro-
 tection of
 Metropolitan
 Railway
 Company.

34. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take use or interfere with any of the lands railways station or works of the Central London Railway Company without the consent in writing of that company.

For protec-
 tion of Cen-
 tral London
 Railway
 Company.

35. For the protection of the North and South Western Junction Railway and the London and North Western Midland and North London Railway Companies (in this section referred to as "the joint lessee companies") the following provisions shall unless otherwise agreed between the Company and the joint lessee companies have effect:—

For protec-
 tion of North
 and South
 Western
 Junction
 Railway and
 its joint
 lessees.

- (1) The Company shall not enter upon or interfere with the railway of the North and South Western Junction Railway Company or any of the lands or works of that company (which railway and works are in this section referred to as "the junction railway") or execute any works whatever on under or in any way affecting the same until the Company shall have delivered to the secretary of the joint committee of the joint lessee companies plans and drawings (in this section referred to as "the plans") of such intended works and the same shall have been approved by the engineers of the joint lessee companies (in this section referred to as "the engineers") or in the event of their disapproving or failing for twenty-eight days after the delivery of the plans to approve the same until the plans have been approved by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and all the intended works shall be executed by the Company at their sole expense in accordance with the plans as so approved and to the reasonable satisfaction of the engineers:

33. Nothing in this Act contained shall prejudice or affect the right of the Metropolitan Railway Company to claim that the promotion of Railways Nos. 2 3 and 4 by this Act authorised or any or either of those railways is a breach of the provisions of the agreement dated 14th January 1865 and made between the Company and the Metropolitan Railway Company and scheduled to and confirmed by the Great Western Railway (Additional Powers) Act 1865 and if such claim be established to recover from the Company damages in respect thereof.

A.D. 1905.
 For pro-
 tection of
 Metropolitan
 Railway
 Company.

34. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take use or interfere with any of the lands railways station or works of the Central London Railway Company without the consent in writing of that company.

For protec-
 tion of Cen-
 tral London
 Railway
 Company.

35. For the protection of the North and South Western Junction Railway and the London and North Western Midland and North London Railway Companies (in this section referred to as "the joint lessee companies") the following provisions shall unless otherwise agreed between the Company and the joint lessee companies have effect:—

For protec-
 tion of North
 and South
 Western
 Junction
 Railway and
 its joint
 lessees.

- (1) The Company shall not enter upon or interfere with the railway of the North and South Western Junction Railway Company or any of the lands or works of that company (which railway and works are in this section referred to as "the junction railway") or execute any works whatever on under or in any way affecting the same until the Company shall have delivered to the secretary of the joint committee of the joint lessee companies plans and drawings (in this section referred to as "the plans") of such intended works and the same shall have been approved by the engineers of the joint lessee companies (in this section referred to as "the engineers") or in the event of their disapproving or failing for twenty-eight days after the delivery of the plans to approve the same until the plans have been approved by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and all the intended works shall be executed by the Company at their sole expense in accordance with the plans as so approved and to the reasonable satisfaction of the engineers:

A.D. 1905.

- (2) Where the said railway crosses under the junction railway such crossing shall be made and maintained by the Company so as not to injure the stability of the junction railway in any way whatsoever or to endanger the passage of traffic thereon :
- (3) The bridge by which the said Railway No. 3 will be carried under the junction railway shall be either a brick structure or a wrought iron or steel girder bridge with wrought iron or steel flooring or brick arches and shall be of a width of not less than fifty-four feet between the parapets measured on the square and the upper surface of the floorings and girders of the said bridge shall be at an uniform level of not less than two feet below the level of the existing rails of the junction railway at the said point of crossing :
- (4) The Company shall bear and on demand pay to the joint lessee companies the reasonable expense of the employment by them during the construction of the said Railway No. 3 under and adjacent to the junction railway of a sufficient number of inspectors and watchmen for watching the junction railway and the lands appertaining thereto with reference to and during the execution of the works and for preventing so far as may be any interference obstruction inconvenience or accident from any of the operations or from the acts or defaults of any person or persons in the employment of the Company or of any of their contractors with reference thereto or otherwise :
- (5) The bridge which will carry the said Railway No. 3 under the junction railway and the incidental works connected therewith shall from and after the completion thereof and subject and without prejudice to the duty and obligation of the Company for ever thereafter at their own expense to uphold and maintain the same in good and sufficient repair be and form part of the structure of the junction railway :
- (6) Notwithstanding anything in this Act contained the Company shall make good to the joint lessee companies all losses costs expenses and damages which may be occasioned them or to any of them or to the junction railway and the traffic thereon or to any company or

A.D. 1905.

- (2) Where the said railway crosses under the junction railway such crossing shall be made and maintained by the Company so as not to injure the stability of the junction railway in any way whatsoever or to endanger the passage of traffic thereon :
- (3) The bridge by which the said Railway No. 3 will be carried under the junction railway shall be either a brick structure or a wrought iron or steel girder bridge with wrought iron or steel flooring or brick arches and shall be of a width of not less than fifty-four feet between the parapets measured on the square and the upper surface of the floorings and girders of the said bridge shall be at an uniform level of not less than two feet below the level of the existing rails of the junction railway at the said point of crossing :
- (4) The Company shall bear and on demand pay to the joint lessee companies the reasonable expense of the employment by them during the construction of the said Railway No. 3 under and adjacent to the junction railway of a sufficient number of inspectors and watchmen for watching the junction railway and the lands appertaining thereto with reference to and during the execution of the works and for preventing so far as may be any interference obstruction inconvenience or accident from any of the operations or from the acts or defaults of any person or persons in the employment of the Company or of any of their contractors with reference thereto or otherwise :
- (5) The bridge which will carry the said Railway No. 3 under the junction railway and the incidental works connected therewith shall from and after the completion thereof and subject and without prejudice to the duty and obligation of the Company for ever thereafter at their own expense to uphold and maintain the same in good and sufficient repair be and form part of the structure of the junction railway :
- (6) Notwithstanding anything in this Act contained the Company shall make good to the joint lessee companies all losses costs expenses and damages which may be occasioned them or to any of them or to the junction railway and the traffic thereon or to any company or

A.D. 1905.

person lawfully using the same or to the lands appertaining thereto during the construction or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any person in their employ or of their contractors or otherwise and the Company shall effectually indemnify and save harmless the joint lessee companies and the North and South Western Junction Railway Company from all claims and demands upon or against them or any of them by reason of such execution maintenance or failure and of any such act default or omission :

- (7) The Company shall at their own expense at all times maintain the bridge constructed by them as provided in this section in good and substantial repair and condition to the reasonable satisfaction in all things of the engineers and if and whenever the Company fail so to do after one month's notice in writing under the hand of the said secretary of the said joint committee for that purpose or in case of emergency (whereof the engineers shall be the sole judges) without notice the joint lessee companies may make and do as well in and upon the lands and works of the Company as in and upon the junction railway and the lands appertaining thereto all such works and things as the engineers shall deem requisite for ensuring such repair and condition as aforesaid and the sum from time to time certified by the engineers to be the amount of the expenditure reasonably incurred in that behalf shall on demand be repaid to the joint lessee companies by the Company :
- (8) In constructing the said Railway No. 3 the Company shall not in any way obstruct or interfere with the free and uninterrupted use of the junction railway or with the passage of trains and traffic thereon and if by reason of any works proceedings acts omissions or defaults of the Company or of their contractors or of any person or persons employed by them there shall be any obstruction or interference with the junction railway so as to impede or prevent the safe and convenient passage of engines carriages and vehicles along the same the Company shall be responsible for and make good to the joint lessee companies all costs losses damages and expenses which the joint lessee companies may thereby sustain :

A.D. 1905.

person lawfully using the same or to the lands appertaining thereto during the construction or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any person in their employ or of their contractors or otherwise and the Company shall effectually indemnify and save harmless the joint lessee companies and the North and South Western Junction Railway Company from all claims and demands upon or against them or any of them by reason of such execution maintenance or failure and of any such act default or omission :

- (7) The Company shall at their own expense at all times maintain the bridge constructed by them as provided in this section in good and substantial repair and condition to the reasonable satisfaction in all things of the engineers and if and whenever the Company fail so to do after one month's notice in writing under the hand of the said secretary of the said joint committee for that purpose or in case of emergency (whereof the engineers shall be the sole judges) without notice the joint lessee companies may make and do as well in and upon the lands and works of the Company as in and upon the junction railway and the lands appertaining thereto all such works and things as the engineers shall deem requisite for ensuring such repair and condition as aforesaid and the sum from time to time certified by the engineers to be the amount of the expenditure reasonably incurred in that behalf shall on demand be repaid to the joint lessee companies by the Company :
- (8) In constructing the said Railway No. 3 the Company shall not in any way obstruct or interfere with the free and uninterrupted use of the junction railway or with the passage of trains and traffic thereon and if by reason of any works proceedings acts omissions or defaults of the Company or of their contractors or of any person or persons employed by them there shall be any obstruction or interference with the junction railway so as to impede or prevent the safe and convenient passage of engines carriages and vehicles along the same the Company shall be responsible for and make good to the joint lessee companies all costs losses damages and expenses which the joint lessee companies may thereby sustain :

[A.D. 1905.]

- (9) Except for the purpose of the crossing of the Railway No. 3 the Company shall not take or acquire any land of the North and South Western Junction Railway Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the said land or to alter vary or interfere with the junction railway or any of the works thereof further or otherwise than may be necessary for the construction and maintenance of the said Railway No. 3 without the consent in writing in every instance for that purpose first had and obtained of the joint lessee companies under the hand of the secretary of the said joint committee and with respect to any lands of the North and South Western Junction Railway Company which the Company are by this Act authorised to purchase take use or enter upon or interfere with for the purposes of the said crossing the Company shall not purchase or take any greater estate or interest in such land than an easement or right of using such lands in perpetuity for the purposes of such crossing and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly :
- (10) The Company shall pay by way of compensation and purchase money for the rights and easements to be acquired under the provisions of the last preceding subsection such an amount as may be agreed upon between the parties or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement :
- (11) If any dispute or difference shall arise between the joint lessee companies and the Company respecting the matters and provisions aforesaid or any of them the same shall be settled by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protec-
tion of West
London
Railway.

36. The following provisions for the protection of the Company and the London and North Western Railway Company (hereinafter referred to as "the joint companies") the owners of

[A.D. 1905.]

- (9) Except for the purpose of the crossing of the Railway No. 3 the Company shall not take or acquire any land of the North and South Western Junction Railway Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the said land or to alter vary or interfere with the junction railway or any of the works thereof further or otherwise than may be necessary for the construction and maintenance of the said Railway No. 3 without the consent in writing in every instance for that purpose first had and obtained of the joint lessee companies under the hand of the secretary of the said joint committee and with respect to any lands of the North and South Western Junction Railway Company which the Company are by this Act authorised to purchase take use or enter upon or interfere with for the purposes of the said crossing the Company shall not purchase or take any greater estate or interest in such land than an easement or right of using such lands in perpetuity for the purposes of such crossing and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly :
- (10) The Company shall pay by way of compensation and purchase money for the rights and easements to be acquired under the provisions of the last preceding subsection such an amount as may be agreed upon between the parties or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement :
- (11) If any dispute or difference shall arise between the joint lessee companies and the Company respecting the matters and provisions aforesaid or any of them the same shall be settled by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protec-
tion of West
London
Railway.

36. The following provisions for the protection of the Company and the London and North Western Railway Company (hereinafter referred to as "the joint companies") the owners of

the West London Railway shall unless otherwise agreed apply A.D. 1905.
and have effect :—

- (1) The Company shall construct Railways Nos. 3 and 4 and the works in connection therewith by this Act authorised so far as the same pass under adjoin or affect the lands or the works belonging to or occupied by the joint companies so as to cause as little disturbance as possible to the lines of the railways of the joint companies or to the depôt at Uxbridge Road occupied by the London and North Western Railway Company (in this section called "the North Western Company") or to the sidings and works connected therewith and so as in no way to unnecessarily obstruct impede or interfere with the free and uninterrupted and safe use of the said lines of railway or with the said depôt or sidings or with the traffic thereon or thereat and if any such obstruction or interference shall be caused or take place the Company shall pay to the joint companies and the North Western Company respectively full compensation in respect thereof :
- (2) Before the Company interfere in any way with the sidings and land used and occupied by the North Western Company at the said depôt or the access thereto they shall temporarily appropriate to the exclusive use of the North Western Company such accommodation at the Company's depôt as shall immediately adjoin the North Western Company's depôt and as shall be equivalent in all respects to that of which the North Western Company will be deprived by such interference and the Company shall permit the North Western Company to use the same without payment so long as such interference shall continue :
- (3) The Company shall either (1) carry Railway No. 3 under the railways and works of the West London Railway by means of a covered way the upper surface of the finished works of the said covered way to be at a depth of not less than 2 feet 3 inches below the level of the existing rails on the eastern side of the line marked A B on the plan signed by William Wylie Grierson on behalf of the Company and Edward Baylies Thornhill on behalf of the North Western Company and 2 feet

the West London Railway shall unless otherwise agreed apply A.D. 1905.
and have effect :—

- (1) The Company shall construct Railways Nos. 3 and 4 and the works in connection therewith by this Act authorised so far as the same pass under adjoin or affect the lands or the works belonging to or occupied by the joint companies so as to cause as little disturbance as possible to the lines of the railways of the joint companies or to the depôt at Uxbridge Road occupied by the London and North Western Railway Company (in this section called "the North Western Company") or to the sidings and works connected therewith and so as in no way to unnecessarily obstruct impede or interfere with the free and uninterrupted and safe use of the said lines of railway or with the said depôt or sidings or with the traffic thereon or thereat and if any such obstruction or interference shall be caused or take place the Company shall pay to the joint companies and the North Western Company respectively full compensation in respect thereof :
- (2) Before the Company interfere in any way with the sidings and land used and occupied by the North Western Company at the said depôt or the access thereto they shall temporarily appropriate to the exclusive use of the North Western Company such accommodation at the Company's depôt as shall immediately adjoin the North Western Company's depôt and as shall be equivalent in all respects to that of which the North Western Company will be deprived by such interference and the Company shall permit the North Western Company to use the same without payment so long as such interference shall continue :
- (3) The Company shall either (1) carry Railway No. 3 under the railways and works of the West London Railway by means of a covered way the upper surface of the finished works of the said covered way to be at a depth of not less than 2 feet 3 inches below the level of the existing rails on the eastern side of the line marked A B on the plan signed by William Wylie Grierson on behalf of the Company and Edward Baylies Thornhill on behalf of the North Western Company and 2 feet

A.D. 1905.

below the level of the existing rails on the western side of the said line which level shall not be altered and the Company shall restore the surface of the said depôt and the rails thereon to the same level as now existing and to the reasonable satisfaction of the principal engineer of the North Western Company (hereinafter referred to as the "said principal engineer") or (2) shall permanently appropriate to the exclusive use of the North Western Company the accommodation referred to in the subsection last preceding :

- (4) If by reason of the construction of the said portion of Railways Nos. 3 and 4 hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railway of the joint companies or at the said depôt the same shall be so added to or altered by the joint companies and the reasonable expense thereof shall be repaid to those companies by the Company :
- (5) The Company shall construct the said portion of Railways Nos. 3 and 4 where the same will pass by the side of the said railway and under the said depôt and all works both temporary and permanent necessary and incident to the construction thereof so far as they affect the same so as to allow of the future widening of the West London Railway to the full extent of the property of the joint companies and in accordance with the provisions of this section and according to plans sections and specifications which shall be previously submitted to and approved in writing by the said principal engineer and the Company shall not commence the construction of the said portion of Railways Nos. 3 and 4 or enter upon or interfere with any lands works or property belonging to or used by the joint companies or the North Western Company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of fourteen days neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising

A.D. 1905.

below the level of the existing rails on the western side of the said line which level shall not be altered and the Company shall restore the surface of the said depôt and the rails thereon to the same level as now existing and to the reasonable satisfaction of the principal engineer of the North Western Company (hereinafter referred to as the "said principal engineer") or (2) shall permanently appropriate to the exclusive use of the North Western Company the accommodation referred to in the subsection last preceding :

- (4) If by reason of the construction of the said portion of Railways Nos. 3 and 4 hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railway of the joint companies or at the said depôt the same shall be so added to or altered by the joint companies and the reasonable expense thereof shall be repaid to those companies by the Company :
- (5) The Company shall construct the said portion of Railways Nos. 3 and 4 where the same will pass by the side of the said railway and under the said depôt and all works both temporary and permanent necessary and incident to the construction thereof so far as they affect the same so as to allow of the future widening of the West London Railway to the full extent of the property of the joint companies and in accordance with the provisions of this section and according to plans sections and specifications which shall be previously submitted to and approved in writing by the said principal engineer and the Company shall not commence the construction of the said portion of Railways Nos. 3 and 4 or enter upon or interfere with any lands works or property belonging to or used by the joint companies or the North Western Company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of fourteen days neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising

between them then the said portion of Railways Nos. 3 and 4 and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed on or in default of agreement to be appointed at the request of either the Company or the North Western Company by the President of the Institution of Civil Engineers : A.D. 1905.

- (6) Notwithstanding anything contained in the last preceding subsection the Company may construct the said portion of Railway No. 3 in cutting Provided that if the joint companies shall require at any future time to widen the West London Railway or otherwise utilise for railway purposes the lands of those companies adjoining thereto any extra cost they may be put to by reason or in consequence of such construction of the said portion of Railway No. 3 or the junction of Railway No. 4 with the West London Railway shall be repaid to them by the Company :
- (7) The said portion of Railways Nos. 3 and 4 and all works necessary or incident to the construction thereof or affecting the property or works of the joint companies shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer :
- (8) The Company shall not (except with the previous consent of the North Western Company under their common seal) purchase or acquire any lands or property of the joint companies used by them as part of the West London Railway but the Company may purchase and take and the joint companies shall sell and grant accordingly an easement or right of using such of the lands of those companies as may be necessary for the construction maintenance and use of the said portion of Railways Nos. 3 and 4 and the works connected therewith in accordance with the provisions of this section :
- (9) During the construction of the said portion of Railways Nos. 3 and 4 across and adjoining and near to or affecting the said railway property and works of the joint companies the Company shall bear and on demand

between them then the said portion of Railways Nos. 3 and 4 and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed on or in default of agreement to be appointed at the request of either the Company or the North Western Company by the President of the Institution of Civil Engineers : A.D. 1905.

- (6) Notwithstanding anything contained in the last preceding subsection the Company may construct the said portion of Railway No. 3 in cutting Provided that if the joint companies shall require at any future time to widen the West London Railway or otherwise utilise for railway purposes the lands of those companies adjoining thereto any extra cost they may be put to by reason or in consequence of such construction of the said portion of Railway No. 3 or the junction of Railway No. 4 with the West London Railway shall be repaid to them by the Company :
- (7) The said portion of Railways Nos. 3 and 4 and all works necessary or incident to the construction thereof or affecting the property or works of the joint companies shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer :
- (8) The Company shall not (except with the previous consent of the North Western Company under their common seal) purchase or acquire any lands or property of the joint companies used by them as part of the West London Railway but the Company may purchase and take and the joint companies shall sell and grant accordingly an easement or right of using such of the lands of those companies as may be necessary for the construction maintenance and use of the said portion of Railways Nos. 3 and 4 and the works connected therewith in accordance with the provisions of this section :
- (9) During the construction of the said portion of Railways Nos. 3 and 4 across and adjoining and near to or affecting the said railway property and works of the joint companies the Company shall bear and on demand

A.D. 1905.

pay to those companies all expense of employment by them of a reasonable number of inspectors or watchmen to be appointed by them for watching their railway and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :

- (10) The Company shall at all times maintain the said portion of Railways Nos. 3 and 4 and all the works connected therewith and incident thereto by which the said Railways Nos. 3 and 4 shall be carried by the side of the West London Railway and under the said depôt in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the joint companies or the North Western Company as the case may be may make and do all such works repairs and things as they may reasonably think requisite in that behalf and the reasonable amount of such expenditure shall be repaid to the joint companies or to the North Western Company by the Company :
- (11) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the joint companies and to the North Western Company respectively all costs losses damages and expenses which may be occasioned to those companies or to any of their railways works or property or to the traffic thereon or otherwise during the execution or by reason of the failure of the Company's said Railways Nos. 3 and 4 and the works in connection therewith or of any of the persons in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the joint companies and the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :
- (12) If any difference shall arise between the Company and the joint companies under this section such difference

A.D. 1905.

pay to those companies all expense of employment by them of a reasonable number of inspectors or watchmen to be appointed by them for watching their railway and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :

- (10) The Company shall at all times maintain the said portion of Railways Nos. 3 and 4 and all the works connected therewith and incident thereto by which the said Railways Nos. 3 and 4 shall be carried by the side of the West London Railway and under the said depôt in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the joint companies or the North Western Company as the case may be may make and do all such works repairs and things as they may reasonably think requisite in that behalf and the reasonable amount of such expenditure shall be repaid to the joint companies or to the North Western Company by the Company :
- (11) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the joint companies and to the North Western Company respectively all costs losses damages and expenses which may be occasioned to those companies or to any of their railways works or property or to the traffic thereon or otherwise during the execution or by reason of the failure of the Company's said Railways Nos. 3 and 4 and the works in connection therewith or of any of the persons in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the joint companies and the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :
- (12) If any difference shall arise between the Company and the joint companies under this section such difference

shall be referred to and be determined by an engineer or other fit person to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company the joint companies or the North Western Company and the provisions of the Arbitration Act 1889 shall except as aforesaid apply to any such reference. A.D. 1905.

37. Notwithstanding anything shown upon the deposited plans and sections the following provisions shall apply and have effect for the protection of the county council of the administrative county of Stafford (in this section referred to as "the county council") except so far as the county council and the Company may otherwise agree:—

For protec-
tion of Staf-
fordshire
County
Council.

(1) The Company shall not alter the level of or divert any main road under the control of the county council or to the maintenance and repair of which the county council are liable to contribute without the previous consent of the county council (other than any alteration of the level of the road numbered on the deposited plans 128 in the urban district of Tettenhall which the Company may agree with the district council of that district provided that the present gradient is not increased to more than 1 in 30) nor shall the Company without such consent as aforesaid interfere with the structure of any county bridge or approach repairable by the county council:

(2) The bridge to carry Railway No. 9 over the Wolverhampton and Stourbridge main road in the parish of Himley at the point numbered 26 on the deposited plans shall be constructed in accordance with plans and sections to be submitted to and reasonably approved of by the surveyor to the county council and the Company shall not commence the works until the surveyor shall have signified his approval to the same. Provided that if the said surveyor fail for a period of twenty-eight days after the submission to him of the said plans and sections to signify his disapproval thereof with the grounds of his disapproval he shall be deemed to have approved thereof. Such bridge shall

shall be referred to and be determined by an engineer or other fit person to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company the joint companies or the North Western Company and the provisions of the Arbitration Act 1889 shall except as aforesaid apply to any such reference. A.D. 1905.

37. Notwithstanding anything shown upon the deposited plans and sections the following provisions shall apply and have effect for the protection of the county council of the administrative county of Stafford (in this section referred to as "the county council") except so far as the county council and the Company may otherwise agree:—

For protec-
tion of Staf-
fordshire
County
Council.

(1) The Company shall not alter the level of or divert any main road under the control of the county council or to the maintenance and repair of which the county council are liable to contribute without the previous consent of the county council (other than any alteration of the level of the road numbered on the deposited plans 128 in the urban district of Tettenhall which the Company may agree with the district council of that district provided that the present gradient is not increased to more than 1 in 30) nor shall the Company without such consent as aforesaid interfere with the structure of any county bridge or approach repairable by the county council:

(2) The bridge to carry Railway No. 9 over the Wolverhampton and Stourbridge main road in the parish of Himley at the point numbered 26 on the deposited plans shall be constructed in accordance with plans and sections to be submitted to and reasonably approved of by the surveyor to the county council and the Company shall not commence the works until the surveyor shall have signified his approval to the same. Provided that if the said surveyor fail for a period of twenty-eight days after the submission to him of the said plans and sections to signify his disapproval thereof with the grounds of his disapproval he shall be deemed to have approved thereof. Such bridge shall

A.D. 1905.

have a minimum span of 45 feet measured square to the main road and a minimum headway above the surface of such main road of 16 feet 6 inches :

- (3) The said bridge shall be constructed with parapets or screens of not less than six feet above the level of the upper surface of the rails for the whole width of the road and shall be continued so as to exceed the span of the bridge for a distance of ten feet on each side of the bridge. The abutments of the said bridge shall be parallel to the centre line of the roadway :
- (4) The bridge if of iron construction shall be constructed so as to prevent water dripping on to the main road so far as is reasonably practicable :
- (5) The bridges for carrying the main roads numbered respectively 3 in the parish of Trysull and Seisdon and 46 in the parish of Wombourn over railways numbered 6 and 9 respectively shall each be constructed on the skew to suit the present line of road and of a width between the parapets in the case of the bridge carrying the road numbered 3 of not less than 35 feet and in the case of the bridge carrying the road numbered 46 of not less than 36 feet and if reasonably practicable not less than 38 feet measured on the square in each case and the parapets of the said bridges shall be not less than six feet in height above the level of the main road and shall consist of steel plates or other material as the Company may determine consistent with its suitability to act as a screen and shall extend throughout the whole length of the bridge and from the ends of such parapets to a distance of not less than 15 feet beyond the face of the abutment on either side. Such bridges shall be constructed of such strength as to carry the weight of any heavy traffic without injury :
- (6) Where the railway is constructed under any main road the bridge carrying the roads over the railway shall be so constructed that there shall be left throughout the whole of the carriageway a depth of at least 18 inches clear of all obstruction for road foundations and stone setts :

A.D. 1905.

have a minimum span of 45 feet measured square to the main road and a minimum headway above the surface of such main road of 16 feet 6 inches :

- (3) The said bridge shall be constructed with parapets or screens of not less than six feet above the level of the upper surface of the rails for the whole width of the road and shall be continued so as to exceed the span of the bridge for a distance of ten feet on each side of the bridge. The abutments of the said bridge shall be parallel to the centre line of the roadway :
- (4) The bridge if of iron construction shall be constructed so as to prevent water dripping on to the main road so far as is reasonably practicable :
- (5) The bridges for carrying the main roads numbered respectively 3 in the parish of Trysull and Seisdon and 46 in the parish of Wombourn over railways numbered 6 and 9 respectively shall each be constructed on the skew to suit the present line of road and of a width between the parapets in the case of the bridge carrying the road numbered 3 of not less than 35 feet and in the case of the bridge carrying the road numbered 46 of not less than 36 feet and if reasonably practicable not less than 38 feet measured on the square in each case and the parapets of the said bridges shall be not less than six feet in height above the level of the main road and shall consist of steel plates or other material as the Company may determine consistent with its suitability to act as a screen and shall extend throughout the whole length of the bridge and from the ends of such parapets to a distance of not less than 15 feet beyond the face of the abutment on either side. Such bridges shall be constructed of such strength as to carry the weight of any heavy traffic without injury :
- (6) Where the railway is constructed under any main road the bridge carrying the roads over the railway shall be so constructed that there shall be left throughout the whole of the carriageway a depth of at least 18 inches clear of all obstruction for road foundations and stone setts :

- (7) The Company shall give to the county council all reasonable facilities to enter upon the lands or works of the Company at any time hereafter for the purpose of carrying out any works connected with the widening altering rebuilding or maintaining any county bridge or approach thereto All works of the Company in any way affecting any county bridge or approach shall be constructed under the superintendence and to the reasonable satisfaction of the surveyor to the county council and in accordance with plans and sections to be submitted to and reasonably approved of by the said surveyor and the Company shall not commence the works until the surveyor shall have signified his approval to the same and the Company shall in executing any such work conform to any reasonable requirements of the county surveyor Provided that if the surveyor fail to signify his approval or disapproval to the said plans and sections within twenty-eight days after the submission of them by the Company he shall be deemed to have approved the same : A.D. 1905.
- (8) If in the execution of the works required for the construction of the bridges in this section mentioned or any of the works by this Act authorised it shall be necessary to interfere with any main road county bridge or approach such interference shall be so conducted that at all times during the progress of such works all persons and vehicles may pass and repass along or over the said main roads bridges or approaches and without any unnecessary interruption and the county council shall give to the Company such facilities for and during the construction of the said works by permitting the temporary closing of portions of the said main roads bridges or approaches or the temporary diversion thereof as the Company may reasonably require but so as not to entirely close any such main road bridge or approach against traffic :
- (9) The Company shall during the progress and until the completion of the works hereinbefore mentioned make and carry into effect such arrangements for lighting and watching the portion of the roads bridges or

- (7) The Company shall give to the county council all reasonable facilities to enter upon the lands or works of the Company at any time hereafter for the purpose of carrying out any works connected with the widening altering rebuilding or maintaining any county bridge or approach thereto All works of the Company in any way affecting any county bridge or approach shall be constructed under the superintendence and to the reasonable satisfaction of the surveyor to the county council and in accordance with plans and sections to be submitted to and reasonably approved of by the said surveyor and the Company shall not commence the works until the surveyor shall have signified his approval to the same and the Company shall in executing any such work conform to any reasonable requirements of the county surveyor Provided that if the surveyor fail to signify his approval or disapproval to the said plans and sections within twenty-eight days after the submission of them by the Company he shall be deemed to have approved the same : A.D. 1905.
- (8) If in the execution of the works required for the construction of the bridges in this section mentioned or any of the works by this Act authorised it shall be necessary to interfere with any main road county bridge or approach such interference shall be so conducted that at all times during the progress of such works all persons and vehicles may pass and repass along or over the said main roads bridges or approaches and without any unnecessary interruption and the county council shall give to the Company such facilities for and during the construction of the said works by permitting the temporary closing of portions of the said main roads bridges or approaches or the temporary diversion thereof as the Company may reasonably require but so as not to entirely close any such main road bridge or approach against traffic :
- (9) The Company shall during the progress and until the completion of the works hereinbefore mentioned make and carry into effect such arrangements for lighting and watching the portion of the roads bridges or

A.D. 1905.

approaches interfered with and also the works themselves as may be reasonably necessary to prevent danger or accident to persons and vehicles using the said roads bridges or approaches and if damage or injury shall result from the failure of the Company to make and carry into effect such arrangements or by reason of any of the operations of the Company affecting the said roads bridges or approaches the Company shall be liable for such damage or injury and the same may be recovered by the county council from the Company :

(10) Where the surface of any main road county bridge or approach shall be interfered with in the construction of the works the same shall be completely restored by the Company to the reasonable satisfaction of the surveyor to the county council within three months after the completion of the works :

(11) If any difference shall arise between the Company and the county council with respect to the matters aforesaid that difference shall unless otherwise agreed be settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of Salop County Council.

38. Notwithstanding anything shown on the deposited sections relating to Railway No. 6 by this Act authorised the arch of the bridge for carrying Railway No. 6 over the road numbered on the deposited plans for the said Railway 5 in the parish of Claverley shall be constructed of a clear span of not less than 35 feet and of a height of not less than 16 feet for a space of 12 feet.

For protection of corporation of Wolverhampton.

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

(1) In the construction of that part of Railway No. 6 by this Act authorised which is shown on the deposited plans as crossing Smestow Brook the Company shall make provision either by means of a culvert or culverts under the railway or by diverting the said brook for maintaining the free passage of water along the said brook

A.D. 1905.

approaches interfered with and also the works themselves as may be reasonably necessary to prevent danger or accident to persons and vehicles using the said roads bridges or approaches and if damage or injury shall result from the failure of the Company to make and carry into effect such arrangements or by reason of any of the operations of the Company affecting the said roads bridges or approaches the Company shall be liable for such damage or injury and the same may be recovered by the county council from the Company :

(10) Where the surface of any main road county bridge or approach shall be interfered with in the construction of the works the same shall be completely restored by the Company to the reasonable satisfaction of the surveyor to the county council within three months after the completion of the works :

(11) If any difference shall arise between the Company and the county council with respect to the matters aforesaid that difference shall unless otherwise agreed be settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of Salop County Council.

38. Notwithstanding anything shown on the deposited sections relating to Railway No. 6 by this Act authorised the arch of the bridge for carrying Railway No. 6 over the road numbered on the deposited plans for the said Railway 5 in the parish of Claverley shall be constructed of a clear span of not less than 35 feet and of a height of not less than 16 feet for a space of 12 feet.

For protection of corporation of Wolverhampton.

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

(1) In the construction of that part of Railway No. 6 by this Act authorised which is shown on the deposited plans as crossing Smestow Brook the Company shall make provision either by means of a culvert or culverts under the railway or by diverting the said brook for maintaining the free passage of water along the said brook

Any such culvert shall be constructed either of earthen-ware pipes laid in concrete or iron pipes or as a brick culvert as the Company may determine and any such culvert and any diversion of the said brook shall be of such dimensions as to allow water to pass through or along the same as freely as at present and all such works shall be carried out to the reasonable satisfaction of the corporation :

A.D. 1905.

- (2) The Company may stop up the road numbered on the deposited plans 26 in the county borough of Wolverhampton and 107 in the urban district of Tettenhall ;

Provided always that the Company shall at all times make provision for the examination alteration renewal and repair by the corporation of all sewers drains water mains electric cables and electric wires now laid in the said road which are not required or used exclusively for the purposes of the lands or property acquired by the Company :

- (3) The Company shall at their own cost construct the bridge to carry the road numbered on the deposited plans 28 in the county borough of Wolverhampton and 128 in the urban district of Tettenhall over the said Railway No. 6 of a clear width between the fences or parapets thereof of not less than fifty feet and shall make the road over the whole of the said bridge so widened to the reasonable satisfaction of the corporation and the urban district council of Tettenhall respectively :

- (4) The Company shall be responsible for and make good to the corporation all injuries costs losses damages and expenses which may be occasioned to the sewers drains tramways water mains electric cables and electric wires of the corporation or to any of the works or property connected therewith or any person using the same by reason of the execution maintenance or repair or failure of such bridge or roadways and the works connected therewith by this Act authorised or by reason of obstruction to or increased cost in the working of the tramways sewerage water and electric light and power undertakings of the corporation or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others

Any such culvert shall be constructed either of earthen-ware pipes laid in concrete or iron pipes or as a brick culvert as the Company may determine and any such culvert and any diversion of the said brook shall be of such dimensions as to allow water to pass through or along the same as freely as at present and all such works shall be carried out to the reasonable satisfaction of the corporation :

A.D. 1905.

- (2) The Company may stop up the road numbered on the deposited plans 26 in the county borough of Wolverhampton and 107 in the urban district of Tettenhall ;

Provided always that the Company shall at all times make provision for the examination alteration renewal and repair by the corporation of all sewers drains water mains electric cables and electric wires now laid in the said road which are not required or used exclusively for the purposes of the lands or property acquired by the Company :

- (3) The Company shall at their own cost construct the bridge to carry the road numbered on the deposited plans 28 in the county borough of Wolverhampton and 128 in the urban district of Tettenhall over the said Railway No. 6 of a clear width between the fences or parapets thereof of not less than fifty feet and shall make the road over the whole of the said bridge so widened to the reasonable satisfaction of the corporation and the urban district council of Tettenhall respectively :

- (4) The Company shall be responsible for and make good to the corporation all injuries costs losses damages and expenses which may be occasioned to the sewers drains tramways water mains electric cables and electric wires of the corporation or to any of the works or property connected therewith or any person using the same by reason of the execution maintenance or repair or failure of such bridge or roadways and the works connected therewith by this Act authorised or by reason of obstruction to or increased cost in the working of the tramways sewerage water and electric light and power undertakings of the corporation or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others

A.D. 1905.

and the Company shall effectually indemnify and hold harmless the corporation from all claims and demands upon or against them by reason of such execution maintenance or repair or failure or of any such omission :

- (5) The bridge for carrying Railway No. 6 over Hordern Road shall be constructed in all things in accordance with a plan and section marked A signed by William Wylie Grierson on behalf of the Company and George Green on behalf of the corporation and the Company shall be at liberty to lower and alter the road and footpaths thereunder in accordance therewith subject to the said Company making proper provision for the drainage of the said road and footpaths but in order to provide the headway shown on the said section under the railway the Company shall be at liberty to raise the Tettenhall Road to a level not exceeding 369·08 feet above Ordnance datum at the point where the railway passes under the said road in such a manner as may be agreed between the engineer of the Company and the surveyors of the corporation the urban district council of Tettenhall and the Staffordshire County Council respectively or failing agreement as may be determined by an engineer to be appointed on the application of any party by the President of the Institution of Civil Engineers whose fee shall be borne equally by the Company the corporation and the said district council :
- (6) Before commencing the alteration of the levels of Hordern Road or the diversion of Aldersley Road or the alteration of the levels of the road to the sewage works of the corporation by this Act authorised the Company shall to the reasonable satisfaction of the corporation lower and divert the compressed air main from the Barnhurst Sewage Farm of the corporation so that it shall pass along at a depth of not less than the present depth beneath the surface of the said roads respectively when altered and diverted All works affecting the said main shall when commenced be carried out and completed as expeditiously as is reasonably practicable :

A.D. 1905.

and the Company shall effectually indemnify and hold harmless the corporation from all claims and demands upon or against them by reason of such execution maintenance or repair or failure or of any such omission :

- (5) The bridge for carrying Railway No. 6 over Hordern Road shall be constructed in all things in accordance with a plan and section marked A signed by William Wylie Grierson on behalf of the Company and George Green on behalf of the corporation and the Company shall be at liberty to lower and alter the road and footpaths thereunder in accordance therewith subject to the said Company making proper provision for the drainage of the said road and footpaths but in order to provide the headway shown on the said section under the railway the Company shall be at liberty to raise the Tettenhall Road to a level not exceeding 369·08 feet above Ordnance datum at the point where the railway passes under the said road in such a manner as may be agreed between the engineer of the Company and the surveyors of the corporation the urban district council of Tettenhall and the Staffordshire County Council respectively or failing agreement as may be determined by an engineer to be appointed on the application of any party by the President of the Institution of Civil Engineers whose fee shall be borne equally by the Company the corporation and the said district council :
- (6) Before commencing the alteration of the levels of Hordern Road or the diversion of Aldersley Road or the alteration of the levels of the road to the sewage works of the corporation by this Act authorised the Company shall to the reasonable satisfaction of the corporation lower and divert the compressed air main from the Barnhurst Sewage Farm of the corporation so that it shall pass along at a depth of not less than the present depth beneath the surface of the said roads respectively when altered and diverted All works affecting the said main shall when commenced be carried out and completed as expeditiously as is reasonably practicable :

- (7) The bridge for carrying Railway No. 8 over the road numbered on the deposited plans 40 in the parish of Wrottesley shall be constructed with the same height and span as that of the existing bridge carrying the Shrewsbury and Birmingham Railway over the said road : A.D. 1905. —
- (8) Whenever the tramway sewers drains water mains pipes or electric cables or wires of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the traffic of the tramways or the passage of sewage or the supply of water or electricity to lay down substituted tramways sewers drains mains or pipes electric cables or wires the same shall previous to the severance or interference be laid down by the corporation and the Company shall repay to the corporation the reasonable expense thereof or the corporation may require the Company at their own expense to carry out the said works to the reasonable satisfaction of the corporation :
- (9) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing tramways sewer drain water mains electric cables or wires the Company shall repay to the corporation such cost :
- (10) In case it shall be necessary to construct the railways under or over any tramway sewer drain water main electric cables or wires of the corporation provision shall be made by and at the expense of the Company to the reasonable satisfaction of the corporation for carrying and protecting such tramway sewer drain water main electric cables or wires from injury and for affording such access thereto as may be requisite for the purposes of examination alteration renewal or repair :
- (11) The bridge for carrying the roads respectively numbered on the deposited plans 1 and 128 in the urban district of Tettenhall and 1 in the parish of Wrottesley over Railway No. 6 shall be so constructed as to permit the corporation to lay in the roadway or in a receptacle or receptacles to be provided by and at the expense of

- (7) The bridge for carrying Railway No. 8 over the road numbered on the deposited plans 40 in the parish of Wrottesley shall be constructed with the same height and span as that of the existing bridge carrying the Shrewsbury and Birmingham Railway over the said road : A.D. 1905. —
- (8) Whenever the tramway sewers drains water mains pipes or electric cables or wires of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the traffic of the tramways or the passage of sewage or the supply of water or electricity to lay down substituted tramways sewers drains mains or pipes electric cables or wires the same shall previous to the severance or interference be laid down by the corporation and the Company shall repay to the corporation the reasonable expense thereof or the corporation may require the Company at their own expense to carry out the said works to the reasonable satisfaction of the corporation :
- (9) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing tramways sewer drain water mains electric cables or wires the Company shall repay to the corporation such cost :
- (10) In case it shall be necessary to construct the railways under or over any tramway sewer drain water main electric cables or wires of the corporation provision shall be made by and at the expense of the Company to the reasonable satisfaction of the corporation for carrying and protecting such tramway sewer drain water main electric cables or wires from injury and for affording such access thereto as may be requisite for the purposes of examination alteration renewal or repair :
- (11) The bridge for carrying the roads respectively numbered on the deposited plans 1 and 128 in the urban district of Tettenhall and 1 in the parish of Wrottesley over Railway No. 6 shall be so constructed as to permit the corporation to lay in the roadway or in a receptacle or receptacles to be provided by and at the expense of

A.D. 1905.

the Company beneath or by the side of the same water mains or pipes of such sizes as the corporation may reasonably require and if in the roadway at a sufficient depth to provide a covering of not less than one foot three inches above the top of the main or pipe and if in a receptacle or receptacles as before provided such receptacle or receptacles shall be so constructed as to enable the corporation to lay the said water mains or pipes without unnecessarily sharp curves therein and the Company shall provide convenient means of access to the said receptacle or receptacles :

(12) No works so far as the same affect any highway tramway sewer drain water main electric cable or wire vested in or under the control of the corporation shall be executed by the Company except under the superintendence and to the reasonable satisfaction of the corporation and in accordance with plans and sections and specifications to be previously submitted to and agreed to by the corporation or failing agreement within one month after the delivery of such plans sections and specifications to the corporation to be determined by arbitration as hereinafter provided :

(13) If any question arises between the corporation and the Company under this section that question shall be referred to and determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers subject to and in accordance with the provisions of the Arbitration Act 1889.

For protection of corporation of Dudley.

40. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Dudley (in this section called "the corporation") shall except so far as may be otherwise agreed between the Company and the corporation apply and have effect (that is to say) :—

(1) In the execution maintenance repair or user of any works authorised by this Act the Company shall not injure any main or other sewer belonging to the corporation :

(2) Wherever the railway is constructed over any existing sewer of the corporation the Company shall construct and maintain to the reasonable satisfaction of the

A.D. 1905.

the Company beneath or by the side of the same water mains or pipes of such sizes as the corporation may reasonably require and if in the roadway at a sufficient depth to provide a covering of not less than one foot three inches above the top of the main or pipe and if in a receptacle or receptacles as before provided such receptacle or receptacles shall be so constructed as to enable the corporation to lay the said water mains or pipes without unnecessarily sharp curves therein and the Company shall provide convenient means of access to the said receptacle or receptacles :

(12) No works so far as the same affect any highway tramway sewer drain water main electric cable or wire vested in or under the control of the corporation shall be executed by the Company except under the superintendence and to the reasonable satisfaction of the corporation and in accordance with plans and sections and specifications to be previously submitted to and agreed to by the corporation or failing agreement within one month after the delivery of such plans sections and specifications to the corporation to be determined by arbitration as hereinafter provided :

(13) If any question arises between the corporation and the Company under this section that question shall be referred to and determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers subject to and in accordance with the provisions of the Arbitration Act 1889.

For protection of corporation of Dudley.

40. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Dudley (in this section called "the corporation") shall except so far as may be otherwise agreed between the Company and the corporation apply and have effect (that is to say) :—

(1) In the execution maintenance repair or user of any works authorised by this Act the Company shall not injure any main or other sewer belonging to the corporation :

(2) Wherever the railway is constructed over any existing sewer of the corporation the Company shall construct and maintain to the reasonable satisfaction of the

corporation and under the superintendence (if given) of their borough engineer a good and sufficient brick culvert or other arch over such sewer for protecting the same from injury and such culvert or arch shall be of such dimensions as to enable the corporation at all times to have access to any part of such sewer and shall be provided with suitable means of access thereto and the corporation shall at all times be entitled to access thereto in order to inspect repair maintain renew enlarge or cleanse the same: A.D. 1905.

- (3) If at any time the corporation shall incur additional expense in connection with the inspection repairing maintenance renewal enlarging or cleansing of such sewer by reason of the existence of the works authorised by this Act such additional expense shall be repaid to them by the Company:
- (4) If any difference shall arise between the Company and the corporation under or in carrying out the foregoing provisions of this section such difference shall be determined by an arbitrator to be appointed (in default of agreement) on the application of either party by the Board of Trade and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

41. For the benefit and protection of the Tettenhall Urban District Council (in this section called "the council") the following provisions shall notwithstanding anything shown on the deposited plans or contained in this Act have effect unless otherwise agreed between the Company and the council:—

For protection of Tettenhall Urban District Council.

- (1) The bridge to carry the road numbered on the deposited plans 1 in the urban district of Tettenhall over Railway No. 6 shall be constructed of a width of 20 feet between the parapets:
- (2) The bridge for carrying Railway No. 6 over the road numbered on the deposited plans 72 in the said urban district shall be constructed of the full width of the existing road at the point of crossing and shall have a headway throughout of not less than 16 feet 3 inches:
- (3) The Company may stop up the road numbered on the deposited plans 107 in the said urban district of Tettenhall:

corporation and under the superintendence (if given) of their borough engineer a good and sufficient brick culvert or other arch over such sewer for protecting the same from injury and such culvert or arch shall be of such dimensions as to enable the corporation at all times to have access to any part of such sewer and shall be provided with suitable means of access thereto and the corporation shall at all times be entitled to access thereto in order to inspect repair maintain renew enlarge or cleanse the same: A.D. 1905.

- (3) If at any time the corporation shall incur additional expense in connection with the inspection repairing maintenance renewal enlarging or cleansing of such sewer by reason of the existence of the works authorised by this Act such additional expense shall be repaid to them by the Company:
- (4) If any difference shall arise between the Company and the corporation under or in carrying out the foregoing provisions of this section such difference shall be determined by an arbitrator to be appointed (in default of agreement) on the application of either party by the Board of Trade and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

41. For the benefit and protection of the Tettenhall Urban District Council (in this section called "the council") the following provisions shall notwithstanding anything shown on the deposited plans or contained in this Act have effect unless otherwise agreed between the Company and the council:—

For protection of Tettenhall Urban District Council.

- (1) The bridge to carry the road numbered on the deposited plans 1 in the urban district of Tettenhall over Railway No. 6 shall be constructed of a width of 20 feet between the parapets:
- (2) The bridge for carrying Railway No. 6 over the road numbered on the deposited plans 72 in the said urban district shall be constructed of the full width of the existing road at the point of crossing and shall have a headway throughout of not less than 16 feet 3 inches:
- (3) The Company may stop up the road numbered on the deposited plans 107 in the said urban district of Tettenhall:

A.D. 1905.
—

- (4) The Company shall construct the bridge to carry the road numbered on the deposited plans 128 in the urban district of Tettenhall over the said Railway No. 6 of a clear width between the fences or parapets thereof of not less than 50 feet. The Company shall be at liberty to raise the said road to a level not exceeding 369·08 feet above Ordnance datum at the point where the said railway will pass under the road in such a manner as may be agreed between the engineer of the Company and the surveyors of the corporation of Wolverhampton the Staffordshire County Council and the council respectively or failing agreement as may be determined by an engineer to be appointed on the application of any party by the President of the Institution of Civil Engineers whose fee shall be borne equally between the Company the said corporation and the council respectively. Provided always that in no case shall the present gradient of the said road be increased to more than 1 in 30 :
- (5) The Company in raising the said road numbered 128 on the said deposited plans shall raise the existing iron fences on either side to the same height above the level of the altered road as at present and shall replant and replace the existing hedges where affected or interfered with on a level with the altered road to the reasonable satisfaction of the surveyor to the council :
- (6) Before stopping up or interfering with the occupation road numbered on the deposited plans 141 in the said urban district the Company shall make a new road not less than 12 feet in width for the use of the council as owners and occupiers of the field numbered on the deposited plans 36 in the borough of Wolverhampton and of the owners lessees and occupiers of the enclosures numbered on the said plans 33 and 34 in the said borough in substitution therefor between the points A and C on the plan signed by William Wylie Grierson on behalf of the Company and Arthur Maling Manby on behalf of the council :
- (7) The Company shall twenty-eight days before commencing the erection of any bridge for carrying the railway over any road in the urban district of Tettenhall or for

A.D. 1905.
—

- (4) The Company shall construct the bridge to carry the road numbered on the deposited plans 128 in the urban district of Tettenhall over the said Railway No. 6 of a clear width between the fences or parapets thereof of not less than 50 feet. The Company shall be at liberty to raise the said road to a level not exceeding 369·08 feet above Ordnance datum at the point where the said railway will pass under the road in such a manner as may be agreed between the engineer of the Company and the surveyors of the corporation of Wolverhampton the Staffordshire County Council and the council respectively or failing agreement as may be determined by an engineer to be appointed on the application of any party by the President of the Institution of Civil Engineers whose fee shall be borne equally between the Company the said corporation and the council respectively. Provided always that in no case shall the present gradient of the said road be increased to more than 1 in 30 :
- (5) The Company in raising the said road numbered 128 on the said deposited plans shall raise the existing iron fences on either side to the same height above the level of the altered road as at present and shall replant and replace the existing hedges where affected or interfered with on a level with the altered road to the reasonable satisfaction of the surveyor to the council :
- (6) Before stopping up or interfering with the occupation road numbered on the deposited plans 141 in the said urban district the Company shall make a new road not less than 12 feet in width for the use of the council as owners and occupiers of the field numbered on the deposited plans 36 in the borough of Wolverhampton and of the owners lessees and occupiers of the enclosures numbered on the said plans 33 and 34 in the said borough in substitution therefor between the points A and C on the plan signed by William Wylie Grierson on behalf of the Company and Arthur Maling Manby on behalf of the council :
- (7) The Company shall twenty-eight days before commencing the erection of any bridge for carrying the railway over any road in the urban district of Tettenhall or for

carrying any road in the urban district of Tettenhall over the railway deliver to the council for their reasonable approval plans and sections showing the height span and alignment of such bridge and shall not erect such bridge save in accordance with such plans and sections so approved by the council. Provided that if within twenty-one days after having received such plans and sections the council do not notify their disapproval thereof they shall be deemed to have approved the same : A.D. 1905.

(8) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall extend and apply to the sewers drains and pipes of the council and to the council in respect thereof as though the council were a company or society and as though such sewers drains and pipes were used for furnishing inhabitants with water :

(9) If any dispute shall arise between the Company and the council respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers.

42. Notwithstanding anything shown upon the deposited plans and sections the following provisions shall apply and have effect for the protection of the Seisdon Rural District Council (in this section referred to as "the district council") except so far as the district council and the Company may otherwise agree (namely) :— For protection of Seisdon Rural District Council.

(1) The Company may and shall divert the road numbered on the deposited plans of Railway No. 6 32 in the parish of Wrottesley in the manner shown upon the plan signed in duplicate by Sir Henry Kimber the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords and may and shall divert the road numbered on the said plans 4 in the parish of Penn Lower in the manner shown upon the plan signed

carrying any road in the urban district of Tettenhall over the railway deliver to the council for their reasonable approval plans and sections showing the height span and alignment of such bridge and shall not erect such bridge save in accordance with such plans and sections so approved by the council. Provided that if within twenty-one days after having received such plans and sections the council do not notify their disapproval thereof they shall be deemed to have approved the same : A.D. 1905.

(8) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall extend and apply to the sewers drains and pipes of the council and to the council in respect thereof as though the council were a company or society and as though such sewers drains and pipes were used for furnishing inhabitants with water :

(9) If any dispute shall arise between the Company and the council respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers.

42. Notwithstanding anything shown upon the deposited plans and sections the following provisions shall apply and have effect for the protection of the Seisdon Rural District Council (in this section referred to as "the district council") except so far as the district council and the Company may otherwise agree (namely) :— For protection of Seisdon Rural District Council.

(1) The Company may and shall divert the road numbered on the deposited plans of Railway No. 6 32 in the parish of Wrottesley in the manner shown upon the plan signed in duplicate by Sir Henry Kimber the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords and may and shall divert the road numbered on the said plans 4 in the parish of Penn Lower in the manner shown upon the plan signed

A.D. 1905.

in duplicate by William Wylie Grierson on behalf of the Company and Herbert Taylor on behalf of the district council :

- (2) If in making the said new railways the Company shall construct an accommodation work within a reasonable distance from any public footpath in the district council's district they may and shall if required to do so by the district council divert such public footpath to such accommodation work and carry the same over under or across the railway by means of such accommodation work :
- (3) The Company may and shall carry the public footpath in field No. 58 in the parish of Trysull and Seisdon alongside the brook numbered 57 on the deposited plans and the width of such footpath alongside the said brook shall not be less than 5 feet :
- (4) The Company may and shall divert the public footpath in the field numbered 21 in the parish of Trysull and Seisdon along the Company's boundary fence into the public road in the said parish numbered 20 on the deposited plans :
- (5) The Company shall carry the public bridle road in field numbered 5 and the public bridle road numbered 17 on the deposited plans both in the parish of Himley under Railway No. 9 by means of subways which the Company have agreed to provide for the accommodation of the owner of the land traversed by such respective roads and each of such subways shall not be less than 12 feet in height :
- (6) The Company shall carry Railway No. 9 over the occupation road and tramway numbered 17 in the parish and rural district of Kingswinford by means of a bridge with a span of not less than 25 feet and a headway of not less than 16 feet :
- (7) The Company shall before constructing any bridge over any public highway under the control of the district council submit for the reasonable approval of the district council plans and sections showing the headway span and width of the structure and the general alignment of the abutments of and approaches to such bridge :

A.D. 1905.

in duplicate by William Wylie Grierson on behalf of the Company and Herbert Taylor on behalf of the district council :

- (2) If in making the said new railways the Company shall construct an accommodation work within a reasonable distance from any public footpath in the district council's district they may and shall if required to do so by the district council divert such public footpath to such accommodation work and carry the same over under or across the railway by means of such accommodation work :
- (3) The Company may and shall carry the public footpath in field No. 58 in the parish of Trysull and Seisdon alongside the brook numbered 57 on the deposited plans and the width of such footpath alongside the said brook shall not be less than 5 feet :
- (4) The Company may and shall divert the public footpath in the field numbered 21 in the parish of Trysull and Seisdon along the Company's boundary fence into the public road in the said parish numbered 20 on the deposited plans :
- (5) The Company shall carry the public bridle road in field numbered 5 and the public bridle road numbered 17 on the deposited plans both in the parish of Himley under Railway No. 9 by means of subways which the Company have agreed to provide for the accommodation of the owner of the land traversed by such respective roads and each of such subways shall not be less than 12 feet in height :
- (6) The Company shall carry Railway No. 9 over the occupation road and tramway numbered 17 in the parish and rural district of Kingswinford by means of a bridge with a span of not less than 25 feet and a headway of not less than 16 feet :
- (7) The Company shall before constructing any bridge over any public highway under the control of the district council submit for the reasonable approval of the district council plans and sections showing the headway span and width of the structure and the general alignment of the abutments of and approaches to such bridge :

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

A.D. 1905.

43. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions shall unless otherwise agreed between the Company and the Bridgnorth Rural District Council (in this section referred to as "the council") be observed and have effect (that is to say):—

For protection of
Bridgnorth
Rural District Council.

- (1) All works affecting any road bridge culvert watercourse sewer or works whatsoever belonging to or under the control of the council or the approaches to any such bridge shall be constructed to the reasonable satisfaction of the surveyor of the council:
- (2) The Company shall in altering the inclinations of the roads numbered on the deposited plans 55 68 and 75 in the parish of Claverley make the same of any inclination not steeper than one foot in twenty-five feet on the north side of the said road No. 55 and on both sides of the roads numbered 68 and 75:
- (3) The Company shall if required by the council make the arches of the bridges for carrying Railway No. 6 over the roads hereinafter mentioned of heights and spans not less than the heights and spans hereinafter mentioned (that is to say):—

Number on deposited Plans.	Parish.	Description of Road.	Height.	Span.
8	Claverley	Public	15 feet	25 feet
68	Claverley	Public	15 feet	20 feet
85	Claverley	Public	16 feet	25 feet

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

A.D. 1905.

43. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions shall unless otherwise agreed between the Company and the Bridgnorth Rural District Council (in this section referred to as "the council") be observed and have effect (that is to say):—

For protection of
Bridgnorth
Rural District Council.

- (1) All works affecting any road bridge culvert watercourse sewer or works whatsoever belonging to or under the control of the council or the approaches to any such bridge shall be constructed to the reasonable satisfaction of the surveyor of the council:
- (2) The Company shall in altering the inclinations of the roads numbered on the deposited plans 55 68 and 75 in the parish of Claverley make the same of any inclination not steeper than one foot in twenty-five feet on the north side of the said road No. 55 and on both sides of the roads numbered 68 and 75:
- (3) The Company shall if required by the council make the arches of the bridges for carrying Railway No. 6 over the roads hereinafter mentioned of heights and spans not less than the heights and spans hereinafter mentioned (that is to say):—

Number on deposited Plans.	Parish.	Description of Road.	Height.	Span.
8	Claverley	Public	15 feet	25 feet
68	Claverley	Public	15 feet	20 feet
85	Claverley	Public	16 feet	25 feet

A.D. 1905.

Provided always that the council shall allow the Company to lower the said roads numbered 8 and 85 in the parish of Claverley where the same pass under the railway and on each side thereof so that no part of the said road numbered 8 shall be lowered more than 1 foot and the gradient of the altered portion thereof shall not be steeper than 1 in 20 and so that no part of the said road numbered 85 shall be lowered more than 1 foot in excess of the lowering of the said road as shown on the deposited sections and the gradient of the altered portion thereof shall not be steeper than 1 in 30 :

- (4) The Company shall make the roadways over the bridges by which the road numbered on the deposited plans 75 in the parish of Claverley will be carried over Railway No. 6 of a width of not less than 25 feet :
- (5) The Company shall construct the diversion of the road numbered on the deposited plans 23 in the parish of Claverley by this Act authorised of a width of not less than 25 feet between the fences and shall metal the same for a width of 15 feet and the Company shall construct the diversion of the road numbered on the said plans 26 in the said parish of a width of 20 feet between the fences and shall metal the same for a width of 15 feet and the bridge for carrying the said Railway No. 6 thereover shall have a headway of not less than 15 feet :
- (6) All bridges carrying any road belonging to or under the control of the council over Railway No. 6 shall be constructed of sufficient strength to carry the traffic of the district including traction engines :
- (7) The Company shall divert the footpath leading from Eardington to the River Severn intersecting the fields or enclosures numbered on the deposited plans 13 14 and 17 in the parish of Eardington under the western arch of the viaduct carrying Railway No. 6 through the fields or enclosures numbered 17A and 18 in the said parish Provided that the footpath shall be carried under that viaduct at as high a level as reasonably practicable :

A.D. 1905.

Provided always that the council shall allow the Company to lower the said roads numbered 8 and 85 in the parish of Claverley where the same pass under the railway and on each side thereof so that no part of the said road numbered 8 shall be lowered more than 1 foot and the gradient of the altered portion thereof shall not be steeper than 1 in 20 and so that no part of the said road numbered 85 shall be lowered more than 1 foot in excess of the lowering of the said road as shown on the deposited sections and the gradient of the altered portion thereof shall not be steeper than 1 in 30 :

- (4) The Company shall make the roadways over the bridges by which the road numbered on the deposited plans 75 in the parish of Claverley will be carried over Railway No. 6 of a width of not less than 25 feet :
- (5) The Company shall construct the diversion of the road numbered on the deposited plans 23 in the parish of Claverley by this Act authorised of a width of not less than 25 feet between the fences and shall metal the same for a width of 15 feet and the Company shall construct the diversion of the road numbered on the said plans 26 in the said parish of a width of 20 feet between the fences and shall metal the same for a width of 15 feet and the bridge for carrying the said Railway No. 6 thereover shall have a headway of not less than 15 feet :
- (6) All bridges carrying any road belonging to or under the control of the council over Railway No. 6 shall be constructed of sufficient strength to carry the traffic of the district including traction engines :
- (7) The Company shall divert the footpath leading from Eardington to the River Severn intersecting the fields or enclosures numbered on the deposited plans 13 14 and 17 in the parish of Eardington under the western arch of the viaduct carrying Railway No. 6 through the fields or enclosures numbered 17A and 18 in the said parish Provided that the footpath shall be carried under that viaduct at as high a level as reasonably practicable :

- (8) The Company shall not during the alteration of the level of any road belonging to or under the control of the council unnecessarily interrupt the drainage thereof and they shall make provision for the reasonably effectual drainage of all such roads as altered and the council shall afford every reasonable facility for effecting such drainage : A.D. 1905.
- (9) The existing channels footpaths and fencing of all diverted roads the gradients of which are altered to enable the Railway No. 6 to pass under them and the kerbs (if any) of all existing footpaths which are so altered shall be made good by the Company to the reasonable satisfaction of the surveyor of the council and be of a character similar to that on other parts of the same roads or footpaths and all such roads which may be diverted or raised shall be made with a bottom nine inches deep and with four inches of consolidated broken Dhu stone and such channels footpaths fencing and kerbs and also the said roads shall for the whole length of the alteration or diversion be maintained in good condition and repair by the Company to the reasonable satisfaction of the surveyor of the council for the period of six months after the completion of each of such works in this subsection referred to :
- (10) The bridges and arches carrying the railways over any district road or footpath shall so far as is reasonably practicable be constructed so as to prevent the dripping of water on the road or path underneath :
- (11) The Company shall at their own expense construct all necessary culverts where any watercourse in which the council are interested is interfered with by the said Railway No. 6 :
- (12) If any difference arises between the Company and the council under or in relation to any provision of this section such difference shall unless otherwise agreed be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council.

44. For the benefit and protection of the Kingswinford Rural District Council (in this section called "the council") the following provisions shall notwithstanding anything shown on the deposited

For protec-
tion of Kings-
winford
Rural Dis-
trict Council.

- (8) The Company shall not during the alteration of the level of any road belonging to or under the control of the council unnecessarily interrupt the drainage thereof and they shall make provision for the reasonably effectual drainage of all such roads as altered and the council shall afford every reasonable facility for effecting such drainage : A.D. 1905.
- (9) The existing channels footpaths and fencing of all diverted roads the gradients of which are altered to enable the Railway No. 6 to pass under them and the kerbs (if any) of all existing footpaths which are so altered shall be made good by the Company to the reasonable satisfaction of the surveyor of the council and be of a character similar to that on other parts of the same roads or footpaths and all such roads which may be diverted or raised shall be made with a bottom nine inches deep and with four inches of consolidated broken Dhu stone and such channels footpaths fencing and kerbs and also the said roads shall for the whole length of the alteration or diversion be maintained in good condition and repair by the Company to the reasonable satisfaction of the surveyor of the council for the period of six months after the completion of each of such works in this subsection referred to :
- (10) The bridges and arches carrying the railways over any district road or footpath shall so far as is reasonably practicable be constructed so as to prevent the dripping of water on the road or path underneath :
- (11) The Company shall at their own expense construct all necessary culverts where any watercourse in which the council are interested is interfered with by the said Railway No. 6 :
- (12) If any difference arises between the Company and the council under or in relation to any provision of this section such difference shall unless otherwise agreed be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council.

44. For the benefit and protection of the Kingswinford Rural District Council (in this section called "the council") the following provisions shall notwithstanding anything shown on the deposited

For protec-
tion of Kings-
winford
Rural Dis-
trict Council.

[Ch. xcvi.] *Great Western Railway (New Railways) [5 EDW. 7.] Act, 1905.*

A.D. 1905. — plans or contained in this Act have effect unless otherwise agreed between the Company and the council:—

- (1) The Company shall carry Railway No. 9 over the occupation road and footpath numbered 8 on the deposited plans for the parish of Kingswinford by means of a bridge of a span of not less than twelve feet and of a height of not less than fifteen feet above the road:
- (2) The Company shall not without the consent in writing of the council interfere with the roads numbered 12 and 13 on the deposited plans for the parish of Kingswinford:
- (3) If any dispute shall arise between the Company and the council respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protection of
Severn Commissioners
and corporation of Bridgnorth.

45. The following provisions for the protection and benefit of the Severn Commissioners and the corporation of Bridgnorth shall (unless otherwise agreed between the commissioners the corporation and the Company) apply and have effect (that is to say):—

- (1) The Railway No. 6 shall be carried over the River Severn and the towing path thereof by means of a bridge (being part of a viaduct with arches extending across the valley of the Severn there situate) with one span of not less than 80 feet and two spans of not less than 60 feet each and with the two piers of such bridge in the waterway of the river in such positions as may be agreed on between the engineer of the Company and the engineer of the Severn Commissioners and in default of such agreement then in such positions as shall be determined by an engineer to be appointed in manner mentioned in subsection (9) of this section:
- (2) The soffit of each arch at the centre or underside of the girder of the bridge for carrying the railway over the River Severn shall not be less than 80 feet above low summer level of the water in the river at the site of the bridge and the towing path there shall have a clear headway of not less than 8 feet above the present level of the towing path at the site of the bridge:

[Ch. xcvi.] *Great Western Railway (New Railways) [5 EDW. 7.] Act, 1905.*

A.D. 1905. — plans or contained in this Act have effect unless otherwise agreed between the Company and the council:—

- (1) The Company shall carry Railway No. 9 over the occupation road and footpath numbered 8 on the deposited plans for the parish of Kingswinford by means of a bridge of a span of not less than twelve feet and of a height of not less than fifteen feet above the road:
- (2) The Company shall not without the consent in writing of the council interfere with the roads numbered 12 and 13 on the deposited plans for the parish of Kingswinford:
- (3) If any dispute shall arise between the Company and the council respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protection of
Severn Commissioners
and corporation of Bridgnorth.

45. The following provisions for the protection and benefit of the Severn Commissioners and the corporation of Bridgnorth shall (unless otherwise agreed between the commissioners the corporation and the Company) apply and have effect (that is to say):—

- (1) The Railway No. 6 shall be carried over the River Severn and the towing path thereof by means of a bridge (being part of a viaduct with arches extending across the valley of the Severn there situate) with one span of not less than 80 feet and two spans of not less than 60 feet each and with the two piers of such bridge in the waterway of the river in such positions as may be agreed on between the engineer of the Company and the engineer of the Severn Commissioners and in default of such agreement then in such positions as shall be determined by an engineer to be appointed in manner mentioned in subsection (9) of this section:
- (2) The soffit of each arch at the centre or underside of the girder of the bridge for carrying the railway over the River Severn shall not be less than 80 feet above low summer level of the water in the river at the site of the bridge and the towing path there shall have a clear headway of not less than 8 feet above the present level of the towing path at the site of the bridge:

- (3) During the construction of the said bridge over the River Severn the Company shall provide a sufficient temporary towing path : A.D. 1905.
- (4) The viaduct carrying Railway No. 6 authorised by this Act over the River Severn and the Severn Valley shall be extended to the eastern side of the public road numbered on the deposited plans 9 in the borough of Bridgnorth and the north and south elevations thereof shall be faced with red sand or other red stone to be reasonably approved by the corporation of Bridgnorth other than the arches thereof which shall be of red Ruabon or other bricks of like good colour and quality The height and span of the viaduct over the said public roads shall not be less than 17 feet and 35 feet respectively :
- (5) One month before the Company commence any work in connection with the said viaduct arches and bridge they shall deposit with the Severn Commissioners and with the corporation of Bridgnorth at their respective offices plans sections and elevations of the said intended viaduct arches and bridge with the proposed position of the piers of the said bridge over the River Severn shown thereon and if neither the said Severn Commissioners nor the said corporation of Bridgnorth shall have expressed in writing to the Company their disapproval of such plans sections and elevations or any part thereof within the space of one month after they shall have been so deposited with them respectively they shall be deemed to have approved thereof And in the event of either the said Severn Commissioners or the said corporation of Bridgnorth expressing in writing their disapproval of the said plans sections and elevations or any part or parts thereof or in the event of any difference arising between the said commissioners and the said corporation or either of those bodies on the one hand and the Company on the other hand as to the said plans sections and elevations or the position of the said piers or as to the mode of executing the work the same shall be settled by arbitration as hereinafter mentioned Provided always that the Severn Commissioners or the corporation of

- (3) During the construction of the said bridge over the River Severn the Company shall provide a sufficient temporary towing path : A.D. 1905.
- (4) The viaduct carrying Railway No. 6 authorised by this Act over the River Severn and the Severn Valley shall be extended to the eastern side of the public road numbered on the deposited plans 9 in the borough of Bridgnorth and the north and south elevations thereof shall be faced with red sand or other red stone to be reasonably approved by the corporation of Bridgnorth other than the arches thereof which shall be of red Ruabon or other bricks of like good colour and quality The height and span of the viaduct over the said public roads shall not be less than 17 feet and 35 feet respectively :
- (5) One month before the Company commence any work in connection with the said viaduct arches and bridge they shall deposit with the Severn Commissioners and with the corporation of Bridgnorth at their respective offices plans sections and elevations of the said intended viaduct arches and bridge with the proposed position of the piers of the said bridge over the River Severn shown thereon and if neither the said Severn Commissioners nor the said corporation of Bridgnorth shall have expressed in writing to the Company their disapproval of such plans sections and elevations or any part thereof within the space of one month after they shall have been so deposited with them respectively they shall be deemed to have approved thereof And in the event of either the said Severn Commissioners or the said corporation of Bridgnorth expressing in writing their disapproval of the said plans sections and elevations or any part or parts thereof or in the event of any difference arising between the said commissioners and the said corporation or either of those bodies on the one hand and the Company on the other hand as to the said plans sections and elevations or the position of the said piers or as to the mode of executing the work the same shall be settled by arbitration as hereinafter mentioned Provided always that the Severn Commissioners or the corporation of

A.D. 1905.

Bridgnorth shall not have power to object to or disapprove of the architectural design and character of the said viaduct arches and bridge as shown in the said elevation if the same are prepared in accordance with the dimensions hereinbefore expressed :

- (6) Wherever any public footpath or bridle road within the borough of Bridgnorth or leading into or out of any part of the said borough is crossed or otherwise interfered with by Railway No. 6 the Company shall carry such footpath or bridle road under over or across the said railway or shall conveniently divert such footpath or bridle road to the satisfaction of the corporation of the said borough :
- (7) In case at any time or times during the construction of the said bridge over the River Severn or after the completion thereof it shall be found that the depth of the water between the western pier in the waterway and the western bank of the said river has owing to the construction of the said bridge been diminished and is not sufficient to accommodate the traffic which would otherwise use the river between the said pier and bank the Company shall repay to the Severn Commissioners such expense as they may reasonably incur in dredging and deepening the river at or near the site of the said bridge to such depth as may be required to accommodate such traffic but not exceeding the existing depth between the said points :
- (8) If at any time hereafter the improvement of the navigation of the said river shall be extended from Gladder or Whitehouse Brook near Stourport to and above the site of the said bridge the Company shall pay to the Severn Commissioners or other the authority to whom power may be given for such improvement such additional expense as the Severn Commissioners or such authority may owing to the existence of the said bridge incur in dredging and maintaining a channel not exceeding twenty-five feet in width between the said western pier and bank and for 100 feet above and below the said bridge of sufficient depth to accommodate the traffic for the time being passing or capable of passing on the said river :

A.D. 1905.

Bridgnorth shall not have power to object to or disapprove of the architectural design and character of the said viaduct arches and bridge as shown in the said elevation if the same are prepared in accordance with the dimensions hereinbefore expressed :

- (6) Wherever any public footpath or bridle road within the borough of Bridgnorth or leading into or out of any part of the said borough is crossed or otherwise interfered with by Railway No. 6 the Company shall carry such footpath or bridle road under over or across the said railway or shall conveniently divert such footpath or bridle road to the satisfaction of the corporation of the said borough :
- (7) In case at any time or times during the construction of the said bridge over the River Severn or after the completion thereof it shall be found that the depth of the water between the western pier in the waterway and the western bank of the said river has owing to the construction of the said bridge been diminished and is not sufficient to accommodate the traffic which would otherwise use the river between the said pier and bank the Company shall repay to the Severn Commissioners such expense as they may reasonably incur in dredging and deepening the river at or near the site of the said bridge to such depth as may be required to accommodate such traffic but not exceeding the existing depth between the said points :
- (8) If at any time hereafter the improvement of the navigation of the said river shall be extended from Gladder or Whitehouse Brook near Stourport to and above the site of the said bridge the Company shall pay to the Severn Commissioners or other the authority to whom power may be given for such improvement such additional expense as the Severn Commissioners or such authority may owing to the existence of the said bridge incur in dredging and maintaining a channel not exceeding twenty-five feet in width between the said western pier and bank and for 100 feet above and below the said bridge of sufficient depth to accommodate the traffic for the time being passing or capable of passing on the said river :

- (9) If any difference shall arise between the Severn Commissioners or the corporation of Bridgnorth and the Company as to the said plans sections and elevations or as to the position of the piers of the said bridge or as to the true intent and meaning of this section or as to the mode of giving effect thereto the difference shall be determined by an engineer appointed (in default of agreement) as arbitrator upon the application of either party by the President of the Institution of Civil Engineers.

A.D. 1905.

46. For the protection of the company of proprietors of the Staffordshire and Worcestershire Canal Navigation (in this section called "the canal company") the following provisions shall unless otherwise agreed between the canal company and the Company have effect:—

For protection of Staffordshire and Worcestershire Canal Navigation Company.

- (1) The Company shall before commencing the erection of any bridge by means of which Railway No. 6 or Railway No. 9 by this Act authorised is intended to be carried over the canal of the canal company and the works connected with such erection or any of them give to the canal company at least seven days' notice in writing of their intention so to do:
- (2) Any such bridge and the works connected therewith shall be constructed made and completed at the expense of the Company in a good substantial and workmanlike manner and to the reasonable satisfaction of the engineer of the canal company and according to plans and sections showing the height and span and the alignment and general elevation of the bridge and works to be previously reasonably approved of by him. Provided always that if for fourteen days after such plans and sections shall have been submitted to such engineer he shall fail to give notice to the Company of his objections thereto he shall be deemed to have approved thereof. Provided also that during the construction of the said works and at all future times during any repairing raising rebuilding or reconstruction thereof by the Company the engineer of the canal company with requisite assistants and workmen shall have free access to the said works and full permission to inspect the workmanship and materials thereof respectively:

- (9) If any difference shall arise between the Severn Commissioners or the corporation of Bridgnorth and the Company as to the said plans sections and elevations or as to the position of the piers of the said bridge or as to the true intent and meaning of this section or as to the mode of giving effect thereto the difference shall be determined by an engineer appointed (in default of agreement) as arbitrator upon the application of either party by the President of the Institution of Civil Engineers.
- A.D. 1905.
—

46. For the protection of the company of proprietors of the Staffordshire and Worcestershire Canal Navigation (in this section called "the canal company") the following provisions shall unless otherwise agreed between the canal company and the Company have effect:—

For protection of Staffordshire and Worcestershire Canal Navigation Company.

(1) The Company shall before commencing the erection of any bridge by means of which Railway No. 6 or Railway No. 9 by this Act authorised is intended to be carried over the canal of the canal company and the works connected with such erection or any of them give to the canal company at least seven days' notice in writing of their intention so to do:

(2) Any such bridge and the works connected therewith shall be constructed made and completed at the expense of the Company in a good substantial and workmanlike manner and to the reasonable satisfaction of the engineer of the canal company and according to plans and sections showing the height and span and the alignment and general elevation of the bridge and works to be previously reasonably approved of by him. Provided always that if for fourteen days after such plans and sections shall have been submitted to such engineer he shall fail to give notice to the Company of his objections thereto he shall be deemed to have approved thereof. Provided also that during the construction of the said works and at all future times during any repairing raising rebuilding or reconstruction thereof by the Company the engineer of the canal company with requisite assistants and workmen shall have free access to the said works and full permission to inspect the workmanship and materials thereof respectively:

A.D. 1905.

- (3) The clear opening or span of the arch of any such bridge over and across the canal works or property of the canal company between the walls or abutments thereof shall be of such width on the square as shall be equal and sufficient to clear and leave unobstructed at the point of crossing the whole existing navigable waterway of the canal and a space of not less than eight feet wide on the towing path side and the spring of the arch if the bridge is constructed with an arch shall commence at a point not being less than seven feet six inches above the present surface level of the towing path of the canal and the underside of the middle of the arch shall not be less than ten feet above the existing top water level of the canal or if the bridge is constructed with girders the soffit of such girders for the whole length of crossing over the canal and towing path shall be throughout not less than nine feet above the existing top water level of the canal :
- (4) The Company shall at their own expense at all times after the construction of any such bridge and the works shall have been completed keep the same and all future works to be erected or made respectively in lieu thereof (and which shall be at the same respective places in the like respective directions and of the like dimensions and capacity as are hereinbefore severally mentioned) together with all works belonging to or connected therewith respectively (which said construction and all works belonging to or connected therewith respectively are hereinafter referred to as "the construction and works") in good and complete repair to the reasonable satisfaction of the engineer of the canal company and in case of any want of repair to the construction and works whether such want of repair shall arise from the sinking of such construction and works or any part or parts thereof respectively or from any other cause whatsoever other than by reason of the negligence of the canal company and upon notice in writing thereof being given by the canal company or their clerk to the Company then the Company shall within the space of twenty-one days after such notice commence the repairs or as

A.D. 1905.

- (3) The clear opening or span of the arch of any such bridge over and across the canal works or property of the canal company between the walls or abutments thereof shall be of such width on the square as shall be equal and sufficient to clear and leave unobstructed at the point of crossing the whole existing navigable waterway of the canal and a space of not less than eight feet wide on the towing path side and the spring of the arch if the bridge is constructed with an arch shall commence at a point not being less than seven feet six inches above the present surface level of the towing path of the canal and the underside of the middle of the arch shall not be less than ten feet above the existing top water level of the canal or if the bridge is constructed with girders the soffit of such girders for the whole length of crossing over the canal and towing path shall be throughout not less than nine feet above the existing top water level of the canal :
- (4) The Company shall at their own expense at all times after the construction of any such bridge and the works shall have been completed keep the same and all future works to be erected or made respectively in lieu thereof (and which shall be at the same respective places in the like respective directions and of the like dimensions and capacity as are hereinbefore severally mentioned) together with all works belonging to or connected therewith respectively (which said construction and all works belonging to or connected therewith respectively are hereinafter referred to as "the construction and works") in good and complete repair to the reasonable satisfaction of the engineer of the canal company and in case of any want of repair to the construction and works whether such want of repair shall arise from the sinking of such construction and works or any part or parts thereof respectively or from any other cause whatsoever other than by reason of the negligence of the canal company and upon notice in writing thereof being given by the canal company or their clerk to the Company then the Company shall within the space of twenty-one days after such notice commence the repairs or as

the case may require the raising or rebuilding or reconstruction of the construction and works which shall be out of repair or such part or parts thereof as it shall for the time being be requisite to repair raise or rebuild or reconstruct and proceed therein with all reasonable expedition until such repairing raising or rebuilding or reconstruction shall be wholly completed And if the Company shall fail to commence the same within the said space of twenty-one days or proceed therein with all reasonable expedition as aforesaid it shall be lawful for the canal company to make all such repairs to any such construction or works or any part or parts thereof and to raise or rebuild or reconstruct the same or such part or parts thereof respectively as shall be necessary in such manner as they may think proper and so far only as may be necessary for that purpose at such time and times as they shall think fit by themselves their engineer and his assistants with contractors workmen and others to enter come and remain upon the lands railways and property of the Company and to bring and lay thereon such materials effects and things as may be required for the purpose and all the costs and expenses which the canal company may reasonably sustain expend or be put to in and about the works and otherwise in reference thereto shall be repaid by the Company to the canal company upon demand but nevertheless the canal company shall so carry out such works as not unnecessarily to interfere with the traffic of the Company :

A.D. 1905.
—

- (5) It shall not be lawful for the Company or any person in the execution of this Act without the consent in writing of the canal company under their common seal to alter the course of the canal or the towing paths thereof or of any space reserved or intended as a towing path thereof or to obstruct the course or supply of the water in or to the canal or in any manner to impede the navigation thereof or the access thereto or to any wharf or wharves adjoining or near thereto or to injure any of the banks or other works of or belonging to the canal company or to take or acquire for the purposes of this Act any land or property of the canal company or any

the case may require the raising or rebuilding or reconstruction of the construction and works which shall be out of repair or such part or parts thereof as it shall for the time being be requisite to repair raise or rebuild or reconstruct and proceed therein with all reasonable expedition until such repairing raising or rebuilding or reconstruction shall be wholly completed And if the Company shall fail to commence the same within the said space of twenty-one days or proceed therein with all reasonable expedition as aforesaid it shall be lawful for the canal company to make all such repairs to any such construction or works or any part or parts thereof and to raise or rebuild or reconstruct the same or such part or parts thereof respectively as shall be necessary in such manner as they may think proper and so far only as may be necessary for that purpose at such time and times as they shall think fit by themselves their engineer and his assistants with contractors workmen and others to enter come and remain upon the lands railways and property of the Company and to bring and lay thereon such materials effects and things as may be required for the purpose and all the costs and expenses which the canal company may reasonably sustain expend or be put to in and about the works and otherwise in reference thereto shall be repaid by the Company to the canal company upon demand but nevertheless the canal company shall so carry out such works as not unnecessarily to interfere with the traffic of the Company :

A.D. 1905.
—

- (5) It shall not be lawful for the Company or any person in the execution of this Act without the consent in writing of the canal company under their common seal to alter the course of the canal or the towing paths thereof or of any space reserved or intended as a towing path thereof or to obstruct the course or supply of the water in or to the canal or in any manner to impede the navigation thereof or the access thereto or to any wharf or wharves adjoining or near thereto or to injure any of the banks or other works of or belonging to the canal company or to take or acquire for the purposes of this Act any land or property of the canal company or any

A.D. 1905.

right or interest therein except the right or easement of constructing maintaining and using Railway No. 6 and Railway No. 9 by this Act authorised across the canal and property of the canal company subject to the provisions of this section :

- (6) If by or by reason or in execution of any of the works by this Act authorised or by reason of the mode of construction or of the failure or want of repair of such works or of an act or omission of the Company or any of their agents or servants any damage shall be occasioned to the canal or other property of the canal company or any loss of water from the canal or any interference with the waterway or towing path of the canal or the passage of traffic along the same the Company shall make full compensation to the canal company for all loss or damage whatsoever which shall be sustained by the canal company by reason or in consequence of any such damage loss or interference as aforesaid :
- (7) Notwithstanding anything in this section contained the canal company shall afford all reasonable facilities to the Company for and during the construction of the said Railways Nos. 6 and 9 where the same affect their canal or property :
- (8) If any difference shall arise between the Company and the canal company under this section with reference to any plans sections or specifications or the mode of executing any works such difference shall be determined by an engineer to be appointed by the Board of Trade on the application of either the Company or the canal company.

For protection of Arthur Maling Manby and William Mason.

47. In constructing Railway No. 6 by this Act authorised the following provisions for the protection of Arthur Maling Manby and William Mason (hereinafter referred to as "the owners") shall unless otherwise agreed between the Company and the owners apply and have effect (that is to say) :—

- (1) Before stopping up or interfering with the occupation road numbered on the deposited plans 141 in the urban district of Tettenhall the Company shall make a new road not less than 12 feet in width for the use of the

A.D. 1905.

right or interest therein except the right or easement of constructing maintaining and using Railway No. 6 and Railway No. 9 by this Act authorised across the canal and property of the canal company subject to the provisions of this section :

- (6) If by or by reason or in execution of any of the works by this Act authorised or by reason of the mode of construction or of the failure or want of repair of such works or of an act or omission of the Company or any of their agents or servants any damage shall be occasioned to the canal or other property of the canal company or any loss of water from the canal or any interference with the waterway or towing path of the canal or the passage of traffic along the same the Company shall make full compensation to the canal company for all loss or damage whatsoever which shall be sustained by the canal company by reason or in consequence of any such damage loss or interference as aforesaid :
- (7) Notwithstanding anything in this section contained the canal company shall afford all reasonable facilities to the Company for and during the construction of the said Railways Nos. 6 and 9 where the same affect their canal or property :
- (8) If any difference shall arise between the Company and the canal company under this section with reference to any plans sections or specifications or the mode of executing any works such difference shall be determined by an engineer to be appointed by the Board of Trade on the application of either the Company or the canal company.

For protection of Arthur Maling Manby and William Mason.

47. In constructing Railway No. 6 by this Act authorised the following provisions for the protection of Arthur Maling Manby and William Mason (hereinafter referred to as "the owners") shall unless otherwise agreed between the Company and the owners apply and have effect (that is to say) :—

- (1) Before stopping up or interfering with the occupation road numbered on the deposited plans 141 in the urban district of Tettenhall the Company shall make a new road not less than 12 feet in width for the use of the

owners and the urban district council of Tettenhall in A.D. 1905.
substitution therefor between the points A and C on
the plan signed by William Wylie Grierson on behalf
of the Company and Arthur Maling Manby on behalf
of the owners :

- (2) If any difference shall arise between the Company and the owners with reference to the provisions of this section that difference shall be determined by an arbitrator to be appointed unless otherwise agreed upon the application of either party by the President of the Institution of Civil Engineers.

48. For the protection of William Humble Earl of Dudley or other the owner or owners for the time being of the estates in the counties of Stafford and Worcester known as the Himley Estate (all of whom are in this section included in the expression "the said Earl") and for the benefit of the tenants of the said Earl the following provisions shall unless otherwise agreed between the said Earl and the Company be observed and have effect (that is to say) :—

For protec-
tion of Earl
of Dudley.

- (1) The Company shall contemporaneously with the construction of Railway No. 9 form metal and channel the existing occupation road commencing in the village of Swindon and known as Himley Lane and running in an easterly or north-easterly direction for 500 yards or thereabouts and the existing occupation road commencing in the village of Himley at Seven Houses Row on the main road from Himley to Bridgnorth and running in a westerly and south-westerly direction for 400 yards or thereabouts :
- (2) The Company shall form metal and channel the said occupation roads to the full width (not exceeding 24 feet) which the existing boundary walls and hedges permit :
- (3) The Company shall between the eastern and south-western termini respectively of the said occupation roads lay out level form metal channel and construct with all necessary drainage and other works on land to be set apart for the purpose by the said Earl along the direction of the existing public footpath a new road 24 feet in width making with the said

owners and the urban district council of Tettenhall in A.D. 1905.
substitution therefor between the points A and C on
the plan signed by William Wylie Grierson on behalf
of the Company and Arthur Maling Manby on behalf
of the owners :

- (2) If any difference shall arise between the Company and the owners with reference to the provisions of this section that difference shall be determined by an arbitrator to be appointed unless otherwise agreed upon the application of either party by the President of the Institution of Civil Engineers.

48. For the protection of William Humble Earl of Dudley or other the owner or owners for the time being of the estates in the counties of Stafford and Worcester known as the Himley Estate (all of whom are in this section included in the expression "the said Earl") and for the benefit of the tenants of the said Earl the following provisions shall unless otherwise agreed between the said Earl and the Company be observed and have effect (that is to say) :—

For protec-
tion of Earl
of Dudley.

- (1) The Company shall contemporaneously with the construction of Railway No. 9 form metal and channel the existing occupation road commencing in the village of Swindon and known as Himley Lane and running in an easterly or north-easterly direction for 500 yards or thereabouts and the existing occupation road commencing in the village of Himley at Seven Houses Row on the main road from Himley to Bridgnorth and running in a westerly and south-westerly direction for 400 yards or thereabouts :
- (2) The Company shall form metal and channel the said occupation roads to the full width (not exceeding 24 feet) which the existing boundary walls and hedges permit :
- (3) The Company shall between the eastern and south-western termini respectively of the said occupation roads lay out level form metal channel and construct with all necessary drainage and other works on land to be set apart for the purpose by the said Earl along the direction of the existing public footpath a new road 24 feet in width making with the said

A.D. 1905.

occupation roads a through communication between the villages of Swindon and Himley and will fence the same on each side (except when there are sufficient existing fences) to the reasonable satisfaction of the said Earl and with all necessary and proper gates and posts the said Earl also providing sufficient land for such fences :

- (4) The roads constituting the through communication to be laid out in pursuance of this section shall subject to subsection (1) hereof be constructed in all respects in accordance with the legal requirements of the Seisdon Rural District Council with a view to such communication being dedicated to the public use and taken over by the said council but unless and until the same shall be so taken over the said Earl shall be at liberty to take such steps as he may think reasonable for maintaining the same as a private roadway save and except that nothing herein contained shall deprive the public of their right of user of the same as a public footpath :
- (5) The Company shall take all necessary and proper steps to procure the completion and equipment of their railway from the termination of Railway No. 9 to their main line at or near Brettell Lane known as the Kingswinford Branch Railway as a passenger railway and shall complete and open the same for passenger traffic simultaneously with the opening for traffic of the Railway No. 9 and the portion of Railway No. 6 which lies to the east of the junction of Railway No. 9 therewith described in and authorised by this Act and shall not open such Railway No. 9 or such last-mentioned portion of Railway No. 6 or any portion of them or of either of them until the Kingswinford Branch Railway shall have been so completed and opened for passenger traffic as aforesaid ;

The Company shall forthwith after the opening of the said Kingswinford Branch Railway and the Railway No. 9 and such last-mentioned part of Railway No. 6 as aforesaid for passenger traffic run and permanently continue to run thereon a sufficient number of passenger trains each way daily to accommodate the passenger

A.D. 1905.

occupation roads a through communication between the villages of Swindon and Himley and will fence the same on each side (except when there are sufficient existing fences) to the reasonable satisfaction of the said Earl and with all necessary and proper gates and posts the said Earl also providing sufficient land for such fences :

- (4) The roads constituting the through communication to be laid out in pursuance of this section shall subject to subsection (1) hereof be constructed in all respects in accordance with the legal requirements of the Seisdon Rural District Council with a view to such communication being dedicated to the public use and taken over by the said council but unless and until the same shall be so taken over the said Earl shall be at liberty to take such steps as he may think reasonable for maintaining the same as a private roadway save and except that nothing herein contained shall deprive the public of their right of user of the same as a public footpath :
- (5) The Company shall take all necessary and proper steps to procure the completion and equipment of their railway from the termination of Railway No. 9 to their main line at or near Brettell Lane known as the Kingswinford Branch Railway as a passenger railway and shall complete and open the same for passenger traffic simultaneously with the opening for traffic of the Railway No. 9 and the portion of Railway No. 6 which lies to the east of the junction of Railway No. 9 therewith described in and authorised by this Act and shall not open such Railway No. 9 or such last-mentioned portion of Railway No. 6 or any portion of them or of either of them until the Kingswinford Branch Railway shall have been so completed and opened for passenger traffic as aforesaid ;

The Company shall forthwith after the opening of the said Kingswinford Branch Railway and the Railway No. 9 and such last-mentioned part of Railway No. 6 as aforesaid for passenger traffic run and permanently continue to run thereon a sufficient number of passenger trains each way daily to accommodate the passenger

traffic and give a through service from Stourbridge Junction to Trysull and thence to Wolverhampton and vice versa: A.D. 1905.

- (6) The said Earl may at his own cost from time to time make any road railway or other bridge or bridges over or under the railways by this Act authorised at any point or points on his estate and may widen any bridge erected by the Company on his estate in the construction of the railways by this Act authorised or under or over any road where such railways pass through his estate provided that all such works shall be constructed to the reasonable satisfaction and under the superintendence of the Company's engineer and all bridges so constructed by the said Earl over the railway shall have a clear headway of not less than 16 feet above the level of the rails and the Company shall give all reasonable facilities for giving effect to the provisions of this section:
- (7) Subject to the conditions hereinafter contained the said Earl shall be entitled to all game and rabbits found upon any part of the lands purchased by the Company from the said Earl in pursuance of the powers of this Act or upon any of the slopes cuttings and embankments of the railways by this Act authorised so far as the same traverse his estate and shall but subject as aforesaid have the exclusive right for himself and all persons duly authorised by him at all times of preserving the same with liberty but subject as aforesaid for himself and his servants and friends to sport over the said lands and any part of the said railway constructed upon such lands but no firearms shall be discharged upon the lands of the Company and the said Earl shall not for the purpose of obtaining access to any of the said slopes and embankments do any unnecessary damage to any fences erected by the Company Provided always and it is hereby agreed that the rights of sporting and taking any game hereinbefore agreed to be reserved to the said Earl shall at all times hereafter be exercised and enjoyed upon the express condition that—

(A) The owner his heirs and assigns shall be subject to all risks whatsoever incident to or

traffic and give a through service from Stourbridge Junction to Trysull and thence to Wolverhampton and vice versa: A.D. 1905.

- (6) The said Earl may at his own cost from time to time make any road railway or other bridge or bridges over or under the railways by this Act authorised at any point or points on his estate and may widen any bridge erected by the Company on his estate in the construction of the railways by this Act authorised or under or over any road where such railways pass through his estate provided that all such works shall be constructed to the reasonable satisfaction and under the superintendence of the Company's engineer and all bridges so constructed by the said Earl over the railway shall have a clear headway of not less than 16 feet above the level of the rails and the Company shall give all reasonable facilities for giving effect to the provisions of this section:
- (7) Subject to the conditions hereinafter contained the said Earl shall be entitled to all game and rabbits found upon any part of the lands purchased by the Company from the said Earl in pursuance of the powers of this Act or upon any of the slopes cuttings and embankments of the railways by this Act authorised so far as the same traverse his estate and shall but subject as aforesaid have the exclusive right for himself and all persons duly authorised by him at all times of preserving the same with liberty but subject as aforesaid for himself and his servants and friends to sport over the said lands and any part of the said railway constructed upon such lands but no firearms shall be discharged upon the lands of the Company and the said Earl shall not for the purpose of obtaining access to any of the said slopes and embankments do any unnecessary damage to any fences erected by the Company Provided always and it is hereby agreed that the rights of sporting and taking any game hereinbefore agreed to be reserved to the said Earl shall at all times hereafter be exercised and enjoyed upon the express condition that—

(A) The owner his heirs and assigns shall be subject to all risks whatsoever incident to or

A.D. 1905.

consequent upon the exercise or enjoyment thereof and the Company their successors and assigns shall not be liable to the said Earl or any guest servant or other person authorised by him for any accident or injury which may happen to him or them in the course of or in any way arising out of the exercise or enjoyment of such rights ;

(b) The said Earl shall at all times hereafter keep the Company their successors and assigns effectually indemnified against all actions proceedings costs damages expenses claims and demands by any person or persons whomsoever arising out of the exercise by the said Earl or by any guest servant or other person authorised by him or them of the said rights either of sporting taking away or preserving game ;

(c) If at any time hereafter the said Earl shall neglect or fail to keep the Company their successors and assigns so indemnified as aforesaid the said rights hereinbefore agreed to be reserved to the said Earl shall immediately thereupon cease and determine ;

(d) The said Earl shall also upon the slopes of all cuttings and embankments keep down the rabbits so as to prevent any unnecessary damage to the said slopes or embankments in default of which the Company shall have the right in order to prevent such injury to depute any person to take or trap the said rabbits :

(8) Any dispute or difference which may arise between the said Earl and the Company with reference to the provisions of this section or the works to be carried out in pursuance thereof shall be determined by an arbitrator to be appointed at the instance of either party by the Board of Trade :

(9) Nothing in this section shall prejudice abridge or defeat the rights of the said Earl or his tenants to compensation for land or easements acquired for or injury occasioned to him or them for or in consequence of the works or operations of the Company.

A.D. 1905.

consequent upon the exercise or enjoyment thereof and the Company their successors and assigns shall not be liable to the said Earl or any guest servant or other person authorised by him for any accident or injury which may happen to him or them in the course of or in any way arising out of the exercise or enjoyment of such rights ;

(b) The said Earl shall at all times hereafter keep the Company their successors and assigns effectually indemnified against all actions proceedings costs damages expenses claims and demands by any person or persons whomsoever arising out of the exercise by the said Earl or by any guest servant or other person authorised by him or them of the said rights either of sporting taking away or preserving game ;

(c) If at any time hereafter the said Earl shall neglect or fail to keep the Company their successors and assigns so indemnified as aforesaid the said rights hereinbefore agreed to be reserved to the said Earl shall immediately thereupon cease and determine ;

(d) The said Earl shall also upon the slopes of all cuttings and embankments keep down the rabbits so as to prevent any unnecessary damage to the said slopes or embankments in default of which the Company shall have the right in order to prevent such injury to depute any person to take or trap the said rabbits :

(8) Any dispute or difference which may arise between the said Earl and the Company with reference to the provisions of this section or the works to be carried out in pursuance thereof shall be determined by an arbitrator to be appointed at the instance of either party by the Board of Trade :

(9) Nothing in this section shall prejudice abridge or defeat the rights of the said Earl or his tenants to compensation for land or easements acquired for or injury occasioned to him or them for or in consequence of the works or operations of the Company.

49. In constructing Railway No. 6 by this Act authorised the following provisions for the protection of Benjamin Howard Mander (in this section referred to as "the owner") shall unless otherwise agreed apply and have effect (that is to say):—

A.D. 1903.
 For protec-
 tion of
 Benjamin
 Howard
 Mander.

Notwithstanding anything shown on the deposited plans or in this Act contained the centre line of the said railway shall not be laid out to the west of the green line shown on the plan signed in duplicate by William Wylie Grierson on behalf of the Company and Alan Reed Taylor on behalf of the owner between the points marked A and B thereon:

The Company shall plant to the reasonable satisfaction of the owner the west side of any embankment which may be constructed between the points marked C and D on the said plan with Scotch pines spruce and larch and for ever after maintain such planting:

If any difference shall arise between the Company and the owner the same shall be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers.

50. The following provisions shall unless otherwise agreed have effect for the protection of the Gatacre Estate in the county of Salop (of which estate Edward Lloyd Gatacre is or claims to be tenant for life) and for the owner or owners for the time being of such estate or any part thereof:—

For protec-
 tion of Gat-
 acre Estate
 and Edward
 Lloyd Gat-
 acre.

(1) In this section the words "the owner" shall mean Edward Lloyd Gatacre and all other persons for the time being entitled in possession to any part of the estate or for any greater estate and the word "estate" shall mean the Gatacre Estate:

(2) Notwithstanding anything in this Act contained the Company shall not except so far as may be necessary to form the approach to the bridge carrying the road No. 55 over Railway No. 6 enter upon take or use any of the lands numbered on the deposited plans 54 and 56 in the parish of Claverley:

(3) The bridge to be constructed to carry the road numbered on the deposited plans 55 in the parish of Claverley over Railway No. 6 shall be constructed to the reasonable satisfaction of and to a design to be reasonably approved by the owner Provided that if no objections

49. In constructing Railway No. 6 by this Act authorised the following provisions for the protection of Benjamin Howard Mander (in this section referred to as "the owner") shall unless otherwise agreed apply and have effect (that is to say):—

A.D. 1903.
For protec-
tion of
Benjamin
Howard
Mander.

Notwithstanding anything shown on the deposited plans or in this Act contained the centre line of the said railway shall not be laid out to the west of the green line shown on the plan signed in duplicate by William Wylie Grierson on behalf of the Company and Alan Reed Taylor on behalf of the owner between the points marked A and B thereon:

The Company shall plant to the reasonable satisfaction of the owner the west side of any embankment which may be constructed between the points marked C and D on the said plan with Scotch pines spruce and larch and for ever after maintain such planting:

If any difference shall arise between the Company and the owner the same shall be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers.

50. The following provisions shall unless otherwise agreed have effect for the protection of the Gatacre Estate in the county of Salop (of which estate Edward Lloyd Gatacre is or claims to be tenant for life) and for the owner or owners for the time being of such estate or any part thereof:—

For protec-
tion of Gat-
acre Estate
and Edward
Lloyd Gat-
acre.

(1) In this section the words "the owner" shall mean Edward Lloyd Gatacre and all other persons for the time being entitled in possession to any part of the estate or for any greater estate and the word "estate" shall mean the Gatacre Estate:

(2) Notwithstanding anything in this Act contained the Company shall not except so far as may be necessary to form the approach to the bridge carrying the road No. 55 over Railway No. 6 enter upon take or use any of the lands numbered on the deposited plans 54 and 56 in the parish of Claverley:

(3) The bridge to be constructed to carry the road numbered on the deposited plans 55 in the parish of Claverley over Railway No. 6 shall be constructed to the reasonable satisfaction of and to a design to be reasonably approved by the owner Provided that if no objections

A.D. 1905.

to the design shall be made by the owner within fourteen days after such design shall have been submitted to him he shall be deemed to have approved of the same and if the Company shall by reason of the construction of such bridge or the approaches thereto interfere with or render the main entrance to the estate less convenient than at present they shall take such steps as may reasonably be required by the owner to make good such interference and to remedy such inconvenience and they shall if necessary construct a new entrance with all necessary roads and approaches thereto :

- (4) The owner may at his own expense from time to time enter upon and plant with such trees or shrubs as he may select such portion of the slopes of any embankment constructed within the limits of the estate to carry Railway No. 6 as may be agreed upon between himself and the engineer of the Company and he may from time to time enter upon such embankment to fell cut trim thin out and carry away any such trees or shrubs as may be agreed upon as aforesaid but so that in so doing nothing shall be done to impede the working of Railway No. 6 or to injure the stability thereof :
- (5) If in the course of constructing the tunnel forming part of Railway No. 6 any spring of water shall be found the Company shall if required so to do by the owner at their own expense convey the water from such spring to a point at the mouth of the tunnel where the owner can conveniently take possession thereof and the owner shall be entitled to take appropriate and use the water from such spring at such point :
- (6) The owner shall be entitled at his own expense but without making any compensation to the Company to lay construct and maintain over such portion of Railway No. 6 as is constructed in tunnel whether the Company shall have acquired the surface of the land through which such tunnel is constructed or an easement only such drains waterpipes and other conveniences as he may require to construct for the purpose of draining or affording a water supply to any

A.D. 1905.

to the design shall be made by the owner within fourteen days after such design shall have been submitted to him he shall be deemed to have approved of the same and if the Company shall by reason of the construction of such bridge or the approaches thereto interfere with or render the main entrance to the estate less convenient than at present they shall take such steps as may reasonably be required by the owner to make good such interference and to remedy such inconvenience and they shall if necessary construct a new entrance with all necessary roads and approaches thereto :

- (4) The owner may at his own expense from time to time enter upon and plant with such trees or shrubs as he may select such portion of the slopes of any embankment constructed within the limits of the estate to carry Railway No. 6 as may be agreed upon between himself and the engineer of the Company and he may from time to time enter upon such embankment to fell cut trim thin out and carry away any such trees or shrubs as may be agreed upon as aforesaid but so that in so doing nothing shall be done to impede the working of Railway No. 6 or to injure the stability thereof :
- (5) If in the course of constructing the tunnel forming part of Railway No. 6 any spring of water shall be found the Company shall if required so to do by the owner at their own expense convey the water from such spring to a point at the mouth of the tunnel where the owner can conveniently take possession thereof and the owner shall be entitled to take appropriate and use the water from such spring at such point :
- (6) The owner shall be entitled at his own expense but without making any compensation to the Company to lay construct and maintain over such portion of Railway No. 6 as is constructed in tunnel whether the Company shall have acquired the surface of the land through which such tunnel is constructed or an easement only such drains waterpipes and other conveniences as he may require to construct for the purpose of draining or affording a water supply to any

part of the estate provided that in so doing he shall not injure the structure of the said tunnel and provided also such pipes are watertight and laid in to the reasonable satisfaction of the Company's engineer : A.D. 1905.
--

(7) The Company shall unless otherwise agreed with the owner concurrently with the construction of Railway No. 6 construct to the reasonable satisfaction of the owner the following accommodation works :—

(A) A bridge fifteen feet wide to carry the existing occupation road forming part of the lands No. 49 in the parish of Claverley on the deposited plans over Railway No. 6 ;

(B) A level crossing over Railway No. 6 at or near a point 5 miles 1 furlong from the commencement of Railway No. 6 ;

(C) A cattle creep or bridge not less than 8 feet high and 10 feet wide at or near a point 5 miles 3 furlongs from the commencement of Railway No. 6 :

(8) The provisions of section 32 of the Railways Clauses Consolidation Act 1845 shall not apply or extend to the lands numbered 51 to 65 both numbers inclusive on the deposited plans in the parish of Claverley :

(9) All works in or upon the estate shall be completed within three years from the time when the Company commence to construct the portion of the Railway No. 6 to be constructed within the limits of the estate :

(10) Any difference which may arise between the owner and the Company with respect to any question under this section shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1889 or any statutory modification thereof.

51. In constructing Railway No. 6 by this Act authorised the following provisions for the protection of Jessie Maria Sankey and George Herbert Sankey (hereinafter referred to as "the owners") shall unless otherwise agreed between the Company and the owners apply and have effect (that is to say) :—

For protec-
tion of Jessie
Maria San-
key and
another.

(1) The Company shall provide for the use of the owners a bridge not less than 12 feet in width over or under

part of the estate provided that in so doing he shall not injure the structure of the said tunnel and provided also such pipes are watertight and laid in to the reasonable satisfaction of the Company's engineer : A.D. 1905.
--

(7) The Company shall unless otherwise agreed with the owner concurrently with the construction of Railway No. 6 construct to the reasonable satisfaction of the owner the following accommodation works :—

(A) A bridge fifteen feet wide to carry the existing occupation road forming part of the lands No. 49 in the parish of Claverley on the deposited plans over Railway No. 6 ;

(B) A level crossing over Railway No. 6 at or near a point 5 miles 1 furlong from the commencement of Railway No. 6 ;

(C) A cattle creep or bridge not less than 8 feet high and 10 feet wide at or near a point 5 miles 3 furlongs from the commencement of Railway No. 6 :

(8) The provisions of section 32 of the Railways Clauses Consolidation Act 1845 shall not apply or extend to the lands numbered 51 to 65 both numbers inclusive on the deposited plans in the parish of Claverley :

(9) All works in or upon the estate shall be completed within three years from the time when the Company commence to construct the portion of the Railway No. 6 to be constructed within the limits of the estate :

(10) Any difference which may arise between the owner and the Company with respect to any question under this section shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1889 or any statutory modification thereof.

51. In constructing Railway No. 6 by this Act authorised the following provisions for the protection of Jessie Maria Sankey and George Herbert Sankey (hereinafter referred to as "the owners") shall unless otherwise agreed between the Company and the owners apply and have effect (that is to say) :—

For protec-
tion of Jessie
Maria San-
key and
another.

(1) The Company shall provide for the use of the owners a bridge not less than 12 feet in width over or under

A.D. 1905.

the said railway at some point in the fields numbered on the deposited plans 16 and 17 in the urban district of Tettenhall to be agreed upon between the Company and the owners :

- (2) The Company in the event of their requiring to interfere with the occupation road numbered on the deposited plans 21 in the said urban district shall divert the same to the reasonable satisfaction of the owners so as to preserve the access afforded by the existing road to the main road numbered on the said plans 72 in the said urban district :
- (3) In the event of any difference arising between the Company and the owners with reference to the provisions of this section the same shall be settled on the application of either party by an engineer to be appointed by the President of the Institution of Civil Engineers and the costs of such arbitration shall be in the discretion of the arbitrator.

For protection of
Colonel F. A.
Wolryche
Whitmore.

52. The following provisions shall unless otherwise agreed in writing have effect for the protection of the Dudmaston Estate in the county of Salop (of which estate Colonel F. A. Wolryche Whitmore is tenant for life) and for the protection of the owner or owners for the time being of such estate or any part thereof (hereinafter collectively referred to as "the owner") (that is to say) :—

- (1) Notwithstanding anything shown on the deposited plans and sections the Company shall construct Railway No. 6 where the same passes through the Dudmaston Estate between the points marked A and B on the plan signed by Robert Rogers Nelson on behalf of the Company and Philip Hubert Martineau on behalf of the owner in accordance with such plan and the Company shall not be entitled to deviate from the centre line of the said railway as shown on such plan :
- (2) Before commencing the construction of any part of the said railway which passes through the Dudmaston estate the Company shall fence off the lands acquired by them from the rest of such estate with proper and sufficient post and wire fences to the reasonable approval of the owner or his agent and the Company

A.D. 1905.

the said railway at some point in the fields numbered on the deposited plans 16 and 17 in the urban district of Tettenhall to be agreed upon between the Company and the owners :

- (2) The Company in the event of their requiring to interfere with the occupation road numbered on the deposited plans 21 in the said urban district shall divert the same to the reasonable satisfaction of the owners so as to preserve the access afforded by the existing road to the main road numbered on the said plans 72 in the said urban district :
- (3) In the event of any difference arising between the Company and the owners with reference to the provisions of this section the same shall be settled on the application of either party by an engineer to be appointed by the President of the Institution of Civil Engineers and the costs of such arbitration shall be in the discretion of the arbitrator.

For protection of
Colonel F. A.
Wolryche
Whitmore.

52. The following provisions shall unless otherwise agreed in writing have effect for the protection of the Dudmaston Estate in the county of Salop (of which estate Colonel F. A. Wolryche Whitmore is tenant for life) and for the protection of the owner or owners for the time being of such estate or any part thereof (hereinafter collectively referred to as "the owner") (that is to say) :—

- (1) Notwithstanding anything shown on the deposited plans and sections the Company shall construct Railway No. 6 where the same passes through the Dudmaston Estate between the points marked A and B on the plan signed by Robert Rogers Nelson on behalf of the Company and Philip Hubert Martineau on behalf of the owner in accordance with such plan and the Company shall not be entitled to deviate from the centre line of the said railway as shown on such plan :
- (2) Before commencing the construction of any part of the said railway which passes through the Dudmaston estate the Company shall fence off the lands acquired by them from the rest of such estate with proper and sufficient post and wire fences to the reasonable approval of the owner or his agent and the Company

shall provide temporary means of access to the reasonable satisfaction of the owner for the purpose of giving access from one portion of the estate to the other across the land of the Company and shall provide all temporary accommodation works for such purpose : A.D. 1905.

- (3) The said railway where the same passes through the Dudmaston Estate and all works in and upon such estate in connection with such railway shall be constructed with all reasonable dispatch and be completed within the period of three years from the time when the Company commence to construct the railway on any part of such estate :
- (4) The Company shall pay to the owner for the timber or timber like trees on the lands to be purchased by the Company under the provisions of this Act such a sum as may be agreed between the owner and the Company or in case of disagreement as shall be settled by a surveyor or valuer to be agreed upon by the parties or appointed by the President of the Surveyors' Institution on the application of the owner or the Company :
- (5) The owner may at his own expense from time to time enter upon and plant with such shrubs as he may select such portion of the slopes of any embankment or cutting constructed or made on any portion of the estate of the owner acquired by the Company for the purpose of the said railway and may from time to time enter upon such embankments and cuttings under the reasonable supervision of the engineer of the Company to cut trim thin out and carry away any shrubs but so that in so doing nothing shall be done to impede the working of the railway or to injure the stability thereof :
- (6) Subject to the conditions hereinafter contained the owner shall be entitled to all game and rabbits found upon any part of the lands purchased by the Company from the owner under the powers of this Act at any time after the construction of the railway and upon any of the slopes cuttings and embankments thereof and shall but subject as aforesaid have the exclusive right

shall provide temporary means of access to the reasonable satisfaction of the owner for the purpose of giving access from one portion of the estate to the other across the land of the Company and shall provide all temporary accommodation works for such purpose : A.D. 1905.

- (3) The said railway where the same passes through the Dudmaston Estate and all works in and upon such estate in connection with such railway shall be constructed with all reasonable dispatch and be completed within the period of three years from the time when the Company commence to construct the railway on any part of such estate :
- (4) The Company shall pay to the owner for the timber or timber like trees on the lands to be purchased by the Company under the provisions of this Act such a sum as may be agreed between the owner and the Company or in case of disagreement as shall be settled by a surveyor or valuer to be agreed upon by the parties or appointed by the President of the Surveyors' Institution on the application of the owner or the Company :
- (5) The owner may at his own expense from time to time enter upon and plant with such shrubs as he may select such portion of the slopes of any embankment or cutting constructed or made on any portion of the estate of the owner acquired by the Company for the purpose of the said railway and may from time to time enter upon such embankments and cuttings under the reasonable supervision of the engineer of the Company to cut trim thin out and carry away any shrubs but so that in so doing nothing shall be done to impede the working of the railway or to injure the stability thereof :
- (6) Subject to the conditions hereinafter contained the owner shall be entitled to all game and rabbits found upon any part of the lands purchased by the Company from the owner under the powers of this Act at any time after the construction of the railway and upon any of the slopes cuttings and embankments thereof and shall but subject as aforesaid have the exclusive right

A.D. 1905.

for himself and all persons duly authorised by him at all times of preserving the same with liberty but subject as aforesaid for himself and his servants and friends of sporting over the said lands and any part of the said railway constructed upon such lands but no firearms shall be discharged upon the lands of the Company and the owner shall not for the purposes of obtaining access to any of the said slopes and embankments do any unnecessary damage to any fences erected by the Company Provided always that the right of sporting and taking away game shall at all times be exercised and enjoyed upon the express condition that the owner shall be subject to all risks whatsoever incident to or consequent upon the exercise or enjoyment thereof and the Company shall not be liable to the owner or any person authorised by him for any accident or injury which may happen to him or them in the course of or in any way arising out of the exercise or enjoyment of such rights Provided also that the owner shall at all times keep the Company effectually indemnified against all actions proceedings costs damages expenses claims and demands by any person or persons whomsoever arising out of the exercise by the owner or person or persons authorised by him or them of the said rights either of sporting taking away or preserving game And if at any time the owner shall neglect or fail to keep the Company so indemnified as aforesaid the said rights shall immediately thereupon cease and determine And the owner shall also upon the slopes of all cuttings and embankments keep down the rabbits so as to prevent any unnecessary damage to the said slopes or embankments in default of which the Company shall have the right so as to prevent such injury to depute any person to take or trap the said rabbits and where the portion of the Dudmaston Estate through which the said railway is to be constructed is intersected by lands of other persons which shall be acquired by the Company for the purposes of their said railway the sporting rights on such last-mentioned lands shall not be let by the Company except to the owner of the lands adjoining such lands

A.D. 1905.

for himself and all persons duly authorised by him at all times of preserving the same with liberty but subject as aforesaid for himself and his servants and friends of sporting over the said lands and any part of the said railway constructed upon such lands but no firearms shall be discharged upon the lands of the Company and the owner shall not for the purposes of obtaining access to any of the said slopes and embankments do any unnecessary damage to any fences erected by the Company Provided always that the right of sporting and taking away game shall at all times be exercised and enjoyed upon the express condition that the owner shall be subject to all risks whatsoever incident to or consequent upon the exercise or enjoyment thereof and the Company shall not be liable to the owner or any person authorised by him for any accident or injury which may happen to him or them in the course of or in any way arising out of the exercise or enjoyment of such rights Provided also that the owner shall at all times keep the Company effectually indemnified against all actions proceedings costs damages expenses claims and demands by any person or persons whomsoever arising out of the exercise by the owner or person or persons authorised by him or them of the said rights either of sporting taking away or preserving game And if at any time the owner shall neglect or fail to keep the Company so indemnified as aforesaid the said rights shall immediately thereupon cease and determine And the owner shall also upon the slopes of all cuttings and embankments keep down the rabbits so as to prevent any unnecessary damage to the said slopes or embankments in default of which the Company shall have the right so as to prevent such injury to depute any person to take or trap the said rabbits and where the portion of the Dudmaston Estate through which the said railway is to be constructed is intersected by lands of other persons which shall be acquired by the Company for the purposes of their said railway the sporting rights on such last-mentioned lands shall not be let by the Company except to the owner of the lands adjoining such lands

so to be acquired by the Company unless and until they shall have been first offered on lease to the owner at such reasonable rent as may be settled by arbitration in case of difference and unless and until such offer has been refused by the owner : A.D. 1905.

- (7) If any serious complaint shall be reasonably established by the owner or his tenants against any workman employed by the Company or their contractors for the purpose of the construction of the said railway in respect of poaching or other serious misconduct the Company or their contractors shall dismiss and not re-employ the workman against whom any such complaint shall be so established :
- (8) The Company shall lay down and sow with grass seeds all the slopes of the embankments of the said railway where the same passes through the Dudmaston Estate :
- (9) The Company shall not between the said points A and B erect or place above ground on any lands acquired by them from the owner any telegraph telephone or other wires other than ordinary signal wires to be placed not more than four feet from the ground level :
- (10) The Company shall concurrently with the construction of Railway No. 6 construct and maintain to the reasonable satisfaction of the owner the following accommodation works :—
- (A) An underbridge or subway at or about 1 mile 5 furlongs $3\frac{1}{2}$ chains on the deposited plans 12 feet in width between the abutments with a headway throughout of not less than 15 feet with a gate at one or both ends of the same as desired by the owner with a proper and convenient metalled road leading thereto ;
- (B) An overbridge at or about 1 mile 7 furlongs 2 chains 12 feet in the clear between the parapets with proper approaches and of a gradient of not less than 1 in 16 in the field numbered 19 on the deposited plans for the said parish or borough with a gate at one or both ends as desired by the owner The roads in Nos. 16 and 19 shall be diverted to such bridge ;

so to be acquired by the Company unless and until they shall have been first offered on lease to the owner at such reasonable rent as may be settled by arbitration in case of difference and unless and until such offer has been refused by the owner : A.D. 1905.

- (7) If any serious complaint shall be reasonably established by the owner or his tenants against any workman employed by the Company or their contractors for the purpose of the construction of the said railway in respect of poaching or other serious misconduct the Company or their contractors shall dismiss and not re-employ the workman against whom any such complaint shall be so established :
- (8) The Company shall lay down and sow with grass seeds all the slopes of the embankments of the said railway where the same passes through the Dudmaston Estate :
- (9) The Company shall not between the said points A and B erect or place above ground on any lands acquired by them from the owner any telegraph telephone or other wires other than ordinary signal wires to be placed not more than four feet from the ground level :
- (10) The Company shall concurrently with the construction of Railway No. 6 construct and maintain to the reasonable satisfaction of the owner the following accommodation works :—
- (A) An underbridge or subway at or about 1 mile 5 furlongs $3\frac{1}{2}$ chains on the deposited plans 12 feet in width between the abutments with a headway throughout of not less than 15 feet with a gate at one or both ends of the same as desired by the owner with a proper and convenient metalled road leading thereto ;
- (B) An overbridge at or about 1 mile 7 furlongs 2 chains 12 feet in the clear between the parapets with proper approaches and of a gradient of not less than 1 in 16 in the field numbered 19 on the deposited plans for the said parish or borough with a gate at one or both ends as desired by the owner The roads in Nos. 16 and 19 shall be diverted to such bridge ;

A.D. 1905.

(c) A level crossing for horses and carts and all agricultural purposes with gates on either side of the railway with proper approaches on the line of the existing roadway in the field numbered 26 on the deposited plans for the said parish ;

(d) An underbridge or subway in the field No. 28 on the site of the existing roadway 12 feet in width between the abutments and with a headway of not less than 14 feet throughout with proper approaches and of such gradients and with such drainage as may be necessary to prevent water lodging under such bridge with a gate at one or both ends as desired by the owner the Company being at liberty to excavate the ground under the bridge and approaches to such extent as may be necessary to give the headway ;

(e) An underbridge or subway in the field No. 33 at 2 miles 6 furlongs 1 chain on the deposited plans for the said parish 12 feet in width between the abutments and with a headway throughout of not less than 15 feet with gates at one or both ends of such bridge as desired by the owner :

- (11) In the construction of the railway through the Dudmaston Estate proper provision shall be made to the reasonable satisfaction of the owner by culverts or other means for carrying off the waters or drainage where the railway interferes with the watercourses or drains and for effectually carrying the drainage and any water supply of the estate which may be interfered with across such railway and the Company shall construct and maintain all such works as may be reasonably necessary for such purposes and before the Company shall be entitled directly or indirectly to cut off or interfere with any water supply on any portion of the Dudmaston Estate the Company shall to the reasonable satisfaction of the owner construct and maintain all such substituted works as may be necessary for continuing to the said estate a supply of water as effectual or as nearly so as may be as any such supply so to be cut off or interfered with :

A.D. 1905.

(c) A level crossing for horses and carts and all agricultural purposes with gates on either side of the railway with proper approaches on the line of the existing roadway in the field numbered 26 on the deposited plans for the said parish ;

(d) An underbridge or subway in the field No. 28 on the site of the existing roadway 12 feet in width between the abutments and with a headway of not less than 14 feet throughout with proper approaches and of such gradients and with such drainage as may be necessary to prevent water lodging under such bridge with a gate at one or both ends as desired by the owner the Company being at liberty to excavate the ground under the bridge and approaches to such extent as may be necessary to give the headway ;

(e) An underbridge or subway in the field No. 33 at 2 miles 6 furlongs 1 chain on the deposited plans for the said parish 12 feet in width between the abutments and with a headway throughout of not less than 15 feet with gates at one or both ends of such bridge as desired by the owner :

- (11) In the construction of the railway through the Dudmaston Estate proper provision shall be made to the reasonable satisfaction of the owner by culverts or other means for carrying off the waters or drainage where the railway interferes with the watercourses or drains and for effectually carrying the drainage and any water supply of the estate which may be interfered with across such railway and the Company shall construct and maintain all such works as may be reasonably necessary for such purposes and before the Company shall be entitled directly or indirectly to cut off or interfere with any water supply on any portion of the Dudmaston Estate the Company shall to the reasonable satisfaction of the owner construct and maintain all such substituted works as may be necessary for continuing to the said estate a supply of water as effectual or as nearly so as may be as any such supply so to be cut off or interfered with :

- (12) The Company shall if so required by the owner grub up the existing fences and level the surfaces of the ground where grubbed up in the portion of the fields numbered respectively on the deposited plans for the said parish and borough 14 15 26 31 and 32 as shall not be acquired by the Company : A.D. 1905.
- (13) The owner his lessees and tenants shall have free access for horses carts and cattle and all agricultural purposes underneath the arches of the viaduct carrying the railway across the fields numbered respectively 3 and 4 on the deposited plans for the parish and borough of Bridgnorth and provision shall be made by the Company for giving such access :
- (14) The Company or their contractors shall not without the consent of the owner permit any dwelling huts or sleeping accommodation for workmen to be erected on any portion of the Dudmaston Estate acquired by the Company :
- (15) The Company shall not at any time erect cottages on any land taken from the owner without his consent in writing and shall not at any time use or permit to be used for the sale of beer spirits or any other intoxicating liquor any building hut or other premises for the time being existing on any land acquired by the Company from the owner :
- (16) In assessing any compensation which shall be payable to the owner or his tenants for or in respect of any damage to the Dudmaston Estate by the construction or maintenance of the said railway through the said estate regard shall be had to the proximity of such railway to the farm buildings and premises known as Heath Farm and to any extra risk of fire to such premises or to property thereon by reason of the construction or working of such railway :
- (17) Any dispute or difference which may arise between the owner and the Company with reference to the provisions of this section or the works to be carried out in pursuance thereof shall unless otherwise provided by this section be determined by an arbitrator to be appointed at the instance of either party by the Board of Trade :

- (12) The Company shall if so required by the owner grub up the existing fences and level the surfaces of the ground where grubbed up in the portion of the fields numbered respectively on the deposited plans for the said parish and borough 14 15 26 31 and 32 as shall not be acquired by the Company : A.D. 1905.
- (13) The owner his lessees and tenants shall have free access for horses carts and cattle and all agricultural purposes underneath the arches of the viaduct carrying the railway across the fields numbered respectively 3 and 4 on the deposited plans for the parish and borough of Bridgnorth and provision shall be made by the Company for giving such access :
- (14) The Company or their contractors shall not without the consent of the owner permit any dwelling huts or sleeping accommodation for workmen to be erected on any portion of the Dudmaston Estate acquired by the Company :
- (15) The Company shall not at any time erect cottages on any land taken from the owner without his consent in writing and shall not at any time use or permit to be used for the sale of beer spirits or any other intoxicating liquor any building hut or other premises for the time being existing on any land acquired by the Company from the owner :
- (16) In assessing any compensation which shall be payable to the owner or his tenants for or in respect of any damage to the Dudmaston Estate by the construction or maintenance of the said railway through the said estate regard shall be had to the proximity of such railway to the farm buildings and premises known as Heath Farm and to any extra risk of fire to such premises or to property thereon by reason of the construction or working of such railway :
- (17) Any dispute or difference which may arise between the owner and the Company with reference to the provisions of this section or the works to be carried out in pursuance thereof shall unless otherwise provided by this section be determined by an arbitrator to be appointed at the instance of either party by the Board of Trade :

A.D. 1905.

(18) Nothing in this section shall prejudice abridge lessen or defeat the right of the owner to full compensation under the Lands Clauses Acts for land acquired from him under the powers of this Act or for the severance or consequential damage to or the injurious affecting of other lands of the owner or his right to any further accommodation works to which he is entitled under the provisions of this Act or the Acts incorporated therewith Provided always that in determining the compensation to be paid to the owner as aforesaid regard shall be had to the provisions of this section and the works to be constructed by the Company thereunder.

Period for completion of railways.

53. 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 except as to so much thereof as is then completed.

Imposing penalty unless railways opened.

54. If the Company fail within the period limited by this Act to complete the railways and open the same for the public conveyance of passengers 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 the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works.

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

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the paymaster-general for and on behalf of the supreme court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing

A.D. 1905.

(18) Nothing in this section shall prejudice abridge lessen or defeat the right of the owner to full compensation under the Lands Clauses Acts for land acquired from him under the powers of this Act or for the severance or consequential damage to or the injurious affecting of other lands of the owner or his right to any further accommodation works to which he is entitled under the provisions of this Act or the Acts incorporated therewith Provided always that in determining the compensation to be paid to the owner as aforesaid regard shall be had to the provisions of this section and the works to be constructed by the Company thereunder.

Period for completion of railways.

53. 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 except as to so much thereof as is then completed.

Imposing penalty unless railways opened.

54. If the Company fail within the period limited by this Act to complete the railways and open the same for the public conveyance of passengers 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 the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works.

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

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the paymaster-general for and on behalf of the supreme court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing

or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control. A.D. 1905.

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

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

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

57. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with Power to owners to grant easements &c.

or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control. A.D. 1905.

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

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

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

57. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with Power to owners to grant easements &c.

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 EDW. 7.]
Act, 1905.

A.D. 1905. — respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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

58. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

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

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 EDW. 7.]
Act, 1905.

A.D. 1905. — respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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

58. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

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

what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed: A.D. 1905.

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damaged sustained by the owner by severance or otherwise as shall be awarded by the tribunal:
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such

what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed: A.D. 1905.

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damaged sustained by the owner by severance or otherwise as shall be awarded by the tribunal:
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 Edw. 7.]
Act, 1905.

A.D. 1905.

portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

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

Power to acquire easements for constructing tunnel on railways &c.

59. And whereas the Railways Nos. 1 and 6 are shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties referred to in the Second Schedule to this Act at a depth of 40 feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire an easement or right of constructing and using those railways through or under those properties without being obliged to purchase the land over such railways or any houses buildings manufactories or premises thereon respectively unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired or used by the Company without material detriment to such properties Provided that nothing in this section contained shall apply to any of the said properties the surface of which is at a less height than 40 feet above the crown of the said tunnel as the same shall be constructed Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel.

Power to make temporary railways.

60. The powers conferred upon the Company by the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof as incorporated with this Act shall extend and apply to the lands mentioned or referred to in the Third

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 Edw. 7.]
Act, 1905.

A.D. 1905.

portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

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

Power to acquire easements for constructing tunnel on railways &c.

59. And whereas the Railways Nos. 1 and 6 are shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties referred to in the Second Schedule to this Act at a depth of 40 feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire an easement or right of constructing and using those railways through or under those properties without being obliged to purchase the land over such railways or any houses buildings manufactories or premises thereon respectively unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired or used by the Company without material detriment to such properties Provided that nothing in this section contained shall apply to any of the said properties the surface of which is at a less height than 40 feet above the crown of the said tunnel as the same shall be constructed Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel.

Power to make temporary railways.

60. The powers conferred upon the Company by the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof as incorporated with this Act shall extend and apply to the lands mentioned or referred to in the Third

Schedule to this Act and to the making laying down maintenance and use by the Company upon those lands of such temporary railways tramroads or tramways as the Company may deem necessary or expedient for facilitating the construction of the portions of the railways specified in the said schedule and the tunnels shafts and other works connected therewith.

A.D. 1905.

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

Power to
raise addi-
tional capital.

62. Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may 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.

As to dis-
posal of new
shares or
stock.

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

Power to
cancel un-
issued shares
or stock.

64. The Company shall not issue any share of less nominal value than ten pounds 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.

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

Schedule to this Act and to the making laying down maintenance and use by the Company upon those lands of such temporary railways tramroads or tramways as the Company may deem necessary or expedient for facilitating the construction of the portions of the railways specified in the said schedule and the tunnels shafts and other works connected therewith.

A.D. 1905.

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

Power to
raise addi-
tional capital.

62. Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may 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.

As to dis-
posal of new
shares or
stock.

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

Power to
cancel un-
issued shares
or stock.

64. The Company shall not issue any share of less nominal value than ten pounds 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.

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

A.D. 1905.

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

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

Dividends on new shares or stock.

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

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

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

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

68. Subject to the provisions of any Acts 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 Acts and this Act respectively authorised to create and issue by the creation and issue of new shares or stock.

Power to borrow.

69. The Company may in respect of the additional capital of one million two hundred thousand pounds which they are by this Act authorised to create and issue borrow on mortgage of their undertaking any sum not exceeding in the whole four hundred 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

A.D. 1905.

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

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

Dividends on new shares or stock.

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

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

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

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

68. Subject to the provisions of any Acts 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 Acts and this Act respectively authorised to create and issue by the creation and issue of new shares or stock.

Power to borrow.

69. The Company may in respect of the additional capital of one million two hundred thousand pounds which they are by this Act authorised to create and issue borrow on mortgage of their undertaking any sum not exceeding in the whole four hundred 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

A.D. 1905.

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

70. The Company may subject to the provisions of Part III. of the Companies Clauses Act 1863 create and issue debenture stock of a nominal amount equal to the amount of the moneys which they are by this Act authorised to borrow 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.

Company
may issue
debenture
stock.

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

Mortgages
already
granted by
Company to
have pri-
ority.

A.D. 1905.

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

70. The Company may subject to the provisions of Part III. of the Companies Clauses Act 1863 create and issue debenture stock of a nominal amount equal to the amount of the moneys which they are by this Act authorised to borrow 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.

Company
may issue
debenture
stock.

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

Mortgages
already
granted by
Company to
have pri-
ority.

A.D. 1905.

Application
of moneys
raised by
Company.

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

Power to
Company to
apply funds
to purposes
of Act.

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

Interest not
to be paid on
calls paid up.

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

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

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

Provision as
to general
Railway
Acts.

76. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts

A.D. 1905.

Application
of moneys
raised by
Company.

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

Power to
Company to
apply funds
to purposes
of Act.

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

Interest not
to be paid on
calls paid up.

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

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

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

Provision as
to general
Railway
Acts.

76. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts

of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act. A.D. 1905.

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

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

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

Borough District or Parish.	Numbers on deposited Plans.
RAILWAY No. 1.	
Brill - - -	12 13 15.
Wotton Underwood -	1 6.
Dorton - - -	11 12.
RAILWAY No. 3.	
Acton - - -	11 14 28 29 30.
Hammersmith - -	33 34.
RAILWAY No. 6.	
Borough of Bridgnorth	10.
Claverley - - -	19 28 32 33 54 56.
Trysull and Seisdon -	33 34 40 41 42.
Wombourn - - -	13.
Wrottesley - - -	7 9 10 12 13 14 15 16 17 18 19 20 22 27 28 29 31.
Tettenhall - - -	22 51 53 54 55 77 89 90 91 92 93 103 104 144 145 146 147 148 149 150 151 152.
County borough of Wolverhampton.	6 11 12 13 14 15 16 18 19.
Bushbury - - -	5 6.
RAILWAY No. 8.	
Wrottesley - - -	29 30 31 33 41 42 43.
RAILWAY No. 9.	
Wombourn - - -	39 40 41.
Kingswinford - -	11 15 16 17 18 19 21 22 24 25.

of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act. A.D. 1905.

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

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

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

Borough District or Parish.	Numbers on deposited Plans.
RAILWAY No. 1.	
Brill - - -	12 13 15.
Wotton Underwood -	1 6.
Dorton - - -	11 12.
RAILWAY No. 3.	
Acton - - -	11 14 28 29 30.
Hammersmith - -	33 34.
RAILWAY No. 6.	
Borough of Bridgnorth	10.
Claverley - - -	19 28 32 33 54 56.
Trysull and Seisdon -	33 34 40 41 42.
Wombourn - - -	13.
Wrottesley - - -	7 9 10 12 13 14 15 16 17 18 19 20 22 27 28 29 31.
Tettenhall - - -	22 51 53 54 55 77 89 90 91 92 93 103 104 144 145 146 147 148 149 150 151 152.
County borough of Wolverhampton.	6 11 12 13 14 15 16 18 19.
Bushbury - - -	5 6.
RAILWAY No. 8.	
Wrottesley - - -	29 30 31 33 41 42 43.
RAILWAY No. 9.	
Wombourn - - -	39 40 41.
Kingswinford - -	11 15 16 17 18 19 21 22 24 25.

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 EDW. 7.]
Act, 1905.

A.D. 1905.

SECOND SCHEDULE.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS ONLY MAY
BE TAKEN.

Parish or other Area.	Numbers on deposited Plans.
RAILWAY No. 1.	
Parish of Souldern	35 36.
Parish of Fritwell	1 2 3 4 5 6 7 8 9 10 11 12.
Parish of Somerton	1.
RAILWAY No. 6.	
Parish of Claverley	12 13 14 15 16.

THIRD SCHEDULE.

DESCRIBING PROPERTIES UPON WHICH TEMPORARY RAILWAYS
TRAMROADS AND TRAMWAYS MAY BE CONSTRUCTED.

Portion of Railway referred to.	Numbers of Properties on deposited Plans.	Parish or other Area in which such Properties are situate.
So much of Railway No. 1 as is shown on the deposited plans and sections as intended to be constructed in tunnel	29 30 31 32 33 34 35	Parish of Souldern.
	36 37.	
	1 2 3 4 5 6 7 8 9 10	Parish of Fritwell.
	11 12 13 14.	
So much of Railway No. 6 as is shown on the deposited plans and sections as intended to be constructed in tunnel.	1 2 3 - - - -	Parish of Somerton.
	4 5 6 7 8 9 10 11 12	Parish of Claverley.
	13 14 15 16 17 18 19	
	20 21 22 23 24 25.	

Printed by EYRE and SPOTTISWOODE,
FOR
ROWLAND BAILEY, Esq., M.V.O., I.S.O., the King's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller from
WYMAN AND SONS, LTD., FETTER LANE, E.C.; or
OLIVER AND BOYD, EDINBURGH, or
E. PONSONBY, 116, GRAFTON STREET, DUBLIN.

[Ch. xcvi.] *Great Western Railway (New Railways)* [5 EDW. 7.]
Act, 1905.

A.D. 1905.

SECOND SCHEDULE.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS ONLY MAY
BE TAKEN.

Parish or other Area.	Numbers on deposited Plans.
RAILWAY No. 1.	
Parish of Souldern	35 36.
Parish of Fritwell	1 2 3 4 5 6 7 8 9 10 11 12.
Parish of Somerton	1.
RAILWAY No. 6.	
Parish of Claverley	12 13 14 15 16.

THIRD SCHEDULE.

DESCRIBING PROPERTIES UPON WHICH TEMPORARY RAILWAYS
TRAMROADS AND TRAMWAYS MAY BE CONSTRUCTED.

Portion of Railway referred to.	Numbers of Properties on deposited Plans.	Parish or other Area in which such Properties are situate.
So much of Railway No. 1 as is shown on the deposited plans and sections as intended to be constructed in tunnel	29 30 31 32 33 34 35	Parish of Souldern.
	36 37.	
	1 2 3 4 5 6 7 8 9 10	Parish of Fritwell.
	11 12 13 14.	
So much of Railway No. 6 as is shown on the deposited plans and sections as intended to be constructed in tunnel.	1 2 3 - - - -	Parish of Somerton.
	4 5 6 7 8 9 10 11 12	Parish of Claverley.
	13 14 15 16 17 18 19	
	20 21 22 23 24 25.	

Printed by EYRE and SPOTTISWOODE,
FOR
ROWLAND BAILEY, Esq., M.V.O., I.S.O., the King's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller from
WYMAN AND SONS, LTD., FETTER LANE, E.C.; or
OLIVER AND BOYD, EDINBURGH, or
E. PONSONBY, 116, GRAFTON STREET, DUBLIN.