



CHAPTER cxcvii.

An Act for conferring further powers upon the Great Western Railway Company in respect of their own undertaking and upon that Company and the London and North Western Railway Company in respect of undertakings in which they are jointly interested and upon the Great Western and Great Central Railways Joint Committee in respect of their undertaking for authorising the abandonment of the Somersetshire Coal Canal and the vesting of the site thereof in the Great Western Railway Company for amalgamating the Abingdon Railway Company with the Great Western Railway Company and for other purposes.

A.D. 1904.

[15th August 1904.]

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

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

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And whereas it is expedient that the Great Western and Great Central Railways Joint Committee (in this Act called "the Joint Committee") should be empowered to acquire the lands in this Act mentioned or referred to in that behalf :

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

And whereas it is expedient that the time now limited by the Great Western Railway Act 1901 for the compulsory purchase of lands for and for the completion of the railways and works authorised by the Windsor and Ascot Railway Act 1898 should be extended :

And whereas the undertaking of the Abingdon Railway Company (in this Act called "the Abingdon Company") is under the authority of Parliament worked by the Company :

And whereas the Third Schedule to this Act contains a statement of the particulars of the capital issued and raised and of the moneys borrowed by the Abingdon Company and the whole of such capital has been fully paid up and it is expedient that the Abingdon Company should be amalgamated with the Company in manner provided by this Act :

And whereas by an Act passed in the thirty-fourth year of the reign of King George III. intituled "An Act for making and maintaining a navigable canal with certain railways and stone roads from several collieries in the county of Somerset to communicate with the intended Kennet and Avon Canal in the parish of Bradford in the county of Wilts" certain persons were incorporated into a company by the name of the company of proprietors of the Somersetshire Coal Canal Navigation (in this Act called "the canal company") :

And whereas in exercise of the powers conferred by the said Act as amended by Acts passed in the years 1796 and 1802 respectively (all of which Acts are in this Act collectively referred to as "the Canal Acts") a canal (commonly known and in this Act referred to as "the Somersetshire Coal Canal") was con-

constructed between Paulton End and the Kennet and Avon Canal (which now belongs to the Company) and was opened and for many years used for public traffic but has for some time past been disused: A.D. 1904.

And whereas by an order of the High Court of Justice made in the year 1893 it was ordered that the Canal Company should be wound up by the court under the provisions of the Companies Acts 1862 to 1870:

And whereas William Jeffery was appointed the liquidator of the canal company and he has proceeded with the liquidation of such company and has sold certain of its surplus lands:

And whereas in the year 1903 an application was made to the Board of Trade under section 45 of the Railway and Canal Traffic Act 1888 by certain riparian landowners on the said canal for a warrant of abandonment thereof as a derelict canal and in pursuance of such application the Board of Trade held an inquiry and took evidence and heard statements for and objections to the issue of a warrant of abandonment:

And whereas as the result of such inquiry the inspector of the Board of Trade reported (inter alia) to the effect that in his opinion it would be hopeless to think of reopening the Somersetshire Coal Canal as a canal that it was derelict within the meaning of the Act and that it was desirable that a warrant of abandonment should be issued provided that a suitable scheme for dealing with the canal in future could be arranged and (after setting forth alternate proposals which had been made for dealing with the said canal) the inspector recommended the adoption of certain proposals made by the Company to the effect that the canal should be abandoned and the site thereof should subject to certain conditions be purchased by the Company who undertook (inter alia) to apply for powers to construct a railway on the site of a portion of the said canal between Camerton and Limpley Stoke:

And whereas the Board of Trade have intimated to the Company that they were inclined to agree with their said inspector that the said canal should be abandoned but that in view of the intention of the Company to apply to Parliament for powers to acquire the site of the canal and construct a railway thereon as aforesaid they considered it better that the whole matter should be dealt with by Parliament:

And whereas the Railways Nos. 9 and 10 by this Act authorised are intended to be constructed for certain portions of their course upon the site of the said Canal and it is expedient that provision should be made as contained in this Act for the

A.D. 1904. — abandonment and discontinuance of the said canal and for vesting the site thereof in the Company and for the dissolution of the Canal Company and the winding up of their affairs and that the agreement with reference thereto as set forth in the Fourth Schedule to this Act should be confirmed:

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

And whereas it is expedient that the Company should be authorised to 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 it is expedient that the North Western Company and the Joint Committee should respectively be empowered to apply their funds as provided by this Act:

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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:—

Short title. 1. This Act may be cited for all purposes as the Great Western Railway Act 1904.

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

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845:

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

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.

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

Interpretation.

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

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

The expression "the date of amalgamation" means the first day of July 1904.

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.

Protection of gas and water mains of local authorities.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways and deviation improvements widenings and alterations of railways hereinafter described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter

Power to make new railways deviation and works.

A.D. 1901. upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes. The new railways and deviation improvements widenings and alterations of railways and works hereinbefore referred to and authorised by this Act are—

SWANSEA DISTRICT RAILWAYS.

A Railway (No. 1) 9 miles 4 furlongs and 3·5 chains in length commencing in the parish of Llanedy in the county of Carmarthen by a junction with the Llanelly Railway of the Company and terminating in the parish of Llansamlet Higher in the county of Glamorgan at or near a point in the road leading from Tair-ysgol to Lon-las 10 chains or thereabouts south-west of the bridge carrying that road over the South Wales Railway of the Company at Lon-las :

A Railway (No. 2) 2 miles 1 furlong 0·1 chain in length wholly in the county of Glamorgan commencing in the parish of Llansamlet Higher by a junction with Railway No. 1 at its termination and terminating in the parish of Coed-ffranc by a junction with the Swansea and Neath Railway of the Company :

A Railway (No. 3) 1 mile and 5·6 chains in length wholly in the county of Glamorgan commencing in the parish of Llansamlet Higher by a junction with Railway No. 1 at its termination and terminating in the parish of Coed-ffranc by a junction with the South Wales Railway of the Company at or near the western end of Dynevor Station :

A Railway (No. 4) 4 furlongs and 2·9 chains in length wholly in the parish of Llanedy in the county of Carmarthen commencing by a junction with the said Llanelly Railway and terminating by a junction with Railway No. 1 at a point in the eastern boundary of the field or enclosure No. 1916 on the 25-inch Ordnance map (first edition 1879) of that parish 4 chains or thereabouts south of the north-east corner of the said field or enclosure :

A Railway (No. 5) 5 furlongs and 5·9 chains in length wholly in the parish of Clase Rural in the county of Glamorgan commencing by a junction with the Morryston Branch Railway of the Company and terminating by a junction with Railway No. 1 at a point in the field or enclosure No. 982 on the 25-inch Ordnance map (second edition 1899) of that parish 2 chains or thereabouts west of a point in the eastern boundary of the

said field or enclosure 2 chains or thereabouts north-east of its southernmost corner. A.D. 1904.

LLANELLY RAILWAY.

An improvement widening and alteration 4 miles 7 furlongs and 0·28 chain in length wholly in the county of Carmarthen of the Llanelly Railway of the Company commencing in the parish of Llanelly (Rural) at a point 5 chains or thereabouts east of the signal box at Llandilo Crossing and terminating in the parish of Llanedy 20 chains or thereabouts north-east of the bridge carrying that railway over the River Gwili.

LANDORE LOOP.

A Railway (No. 6) 5 furlongs and 0·4 chain in length wholly in the county of Glamorgan commencing in the county borough of Swansea by a junction with the South Wales Railway of the Company and terminating in the said county borough by a junction with the Swansea Branch Railway of the Company.

GWAUN-CAE-GURWEN.

A Railway (No. 7) 1 mile 2 furlongs and 2·88 chains in length commencing in the parish of Bettws in the county of Carmarthen by a junction with the Gwaun-Cae-Gurwen Branch Railway of the Company at a point $11\frac{1}{2}$ chains or thereabouts east of Garnant Station and terminating in the parish of Llanguick in the county of Glamorgan by a junction with the said branch railway at or near the level crossing by that railway of the public road leading from Pontardawe to Llangadock at Gwaun-Cae-Gurwen.

GRAFTON CURVE.

A Railway (No. 8) 4 furlongs and 3·1 chains in length wholly in the parish of Grafton in the county of Wilts commencing by a junction with the Midland and South Western Junction Railway and terminating by a junction with the Berks and Hants Extension Railway of the Company.

CAMERTON AND LIMPLEY STOKE.

A Railway (No. 9) 7 miles 5 furlongs and 3·05 chains in length commencing in the parish of Camerton in the county of Somerset by a junction with the Camerton Branch Railway of the Company and terminating in the parish of Monkton Combe in the county of Somerset by a junction with the Bath and Trowbridge Railway of the Company :

A Railway (No. 10) 1 furlong and 9·8 chains in length commencing in the parish of Monkton Combe in the county of

A.D. 1904. Somerset by a junction with Railway No. 9 and terminating in the parish of Limpley Stoke in the county of Wilts by a junction with the said Bath and Trowbridge Railway.

HALLATROW LOOP.

A Railway (No. 11) 4 furlongs and 6·33 chains in length wholly in the county of Somerset commencing in the parish of Clutton by a junction with the Bristol and North Somerset Railway of the Company and terminating in the parish of High Littleton by a junction with the Camerton Branch Railway of the Company.

LANGPORT AND DURSTON.

A Railway (No. 12) 2 miles 7 furlongs and 6·8 chains in length wholly in the county of Somerset commencing in the parish of Durston in the rural district of Taunton by a junction with the Bristol and Exeter Railway of the Company and terminating in the parish of Stoke St. Gregory by a junction with the Durston and Yeovil Railway of the Company :

An improvement widening and alteration 4 miles 5 furlongs and 7·35 chains in length wholly in the county of Somerset of the said Durston and Yeovil Railway commencing in the parish of Stoke St. Gregory at Athelney Station and terminating in the parish of Curry Rivell at or near the north-western end of Langport Station.

SPINNERS END.

A Railway (No. 13) 4 furlongs and 6 chains in length wholly in the parish and urban district of Rowley Regis in the county of Stafford commencing by a junction with the Stourbridge Extension Railway of the Company and terminating on the south-east side of the road known as Spinners End at a point 2 chains or thereabouts south-west of the junction of that road with Newtown Street.

AVONMOUTH AND FILTON.

A Railway (No. 14) 6 miles 3 furlongs and 9·25 chains in length wholly in the county of Gloucester commencing in the parish of Henbury by a junction with the Avonmouth and Severn Tunnel Junction Railway of the Company and terminating in the parish of Stoke Gifford by a junction with the South Wales and Bristol Direct Railway of the Company :

A Railway (No. 15) 5 furlongs and 1·5 chains in length wholly in the county of Gloucester commencing in the parish of Filton by a junction with Railway No. 14 and terminating in

the said parish of Filton by a junction with the Bristol and South Wales Union Railway of the Company : A.D. 1904.

A Railway (No. 16) 4 furlongs and 4·25 chains in length wholly in the county of Gloucester commencing in the parish of Filton by a junction with Railway No. 14 and terminating in the parish of Stoke Gifford by a junction with the said Bristol and South Wales Union Railway.

WOOTTON BASSETT TO SWINDON.

A Widening 5 miles 4 furlongs and 0·65 chain in length wholly in the county of Wilts of the main line of railway of the Company commencing in the parish of Wootton Bassett at a point 6 chains or thereabouts east of the bridge carrying Hunt Mill Lane over that railway and terminating in the parish and borough of Swindon at a point 5 chains or thereabouts east of the bridge carrying the said railway over Rodbourne Road.

WINDSOR AND ASCOT.

A Deviation 3 miles 7 furlongs and 7·6 chains in length wholly in the county of Berks of Railway No. 2 authorised by the Windsor and Ascot Railway Act 1898 commencing in the parish of Winkfield at a point in the south-western boundary of the field or enclosure No. 194 on the 25-inch Ordnance map (second edition 1889) of the said parish 1 chain or thereabouts north-west of the southernmost corner of the said field or enclosure and terminating in the parish of Clewer Without at a point in the field or enclosure No. 143 on the 25-inch Ordnance map (second edition 1899) of that parish $5\frac{1}{2}$ chains or thereabouts east of the western boundary of the said field or enclosure and 3 chains or thereabouts south of its northern boundary.

6. Railways Nos. 1 to 6 inclusive by this Act authorised shall for the purposes of maximum fares rates and charges for traffic of every description and for all other purposes be deemed to be part of the South Wales Railway of the Company : Rates and charges for railways &c.

Provided that in respect of the Railways Nos. 1 to 5 inclusive by this Act authorised the power of the Company to charge for traffic in Classes A and B for a distance less than six miles shall have effect as if four miles were substituted for six.

Railways Nos. 7 to 16 inclusive by this Act authorised 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

A.D. 1904. Railway at the date of the passing of the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891.

The deviation and the widenings and alterations of railways by this Act authorised shall for the said purposes be deemed to be part of the railways which are to be so deviated or widened and altered :

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 4 5 and 6 the rates and charges prescribed by the South Wales Railway Consolidation Act 1855 :

With respect to Railway No. 7 the rates and charges prescribed by the Llanelly Railway and Dock Act 1853 :

With respect to Railway No. 8 the rates and charges prescribed by the Berks and Hants Extension Railway Act 1859 :

With respect to Railways Nos. 9 and 10 the rates and charges prescribed by the Wilts Somerset and Weymouth Railway Act 1845 :

With respect to Railway No. 11 the rates and charges prescribed by the Bristol and North Somerset Railway Act 1863 :

With respect to Railway No. 12 the rates and charges prescribed by the Bristol and Exeter Railway Act 1863 :

With respect to Railway No. 13 the rates and charges prescribed by the Stourbridge Railway Act 1860 :

With respect to Railways Nos. 14 15 and 16 the rates and charges prescribed by the Great Western Railway Amendment and Extensions Act 1847 :

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 threepence per mile ;

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

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

[4 EDW. 7.] *Great Western Railway Act, 1904.* [Ch. cxcvii.]

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. A.D. 1904.

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 works next hereinafter mentioned carry the same with a single line only whilst the work shall consist of a single line and afterwards with a double line only across and on the level of the roads next hereinafter mentioned (that is to say) :— Power to cross certain roads on level.

No. on deposited Plans.	Parish.	Description of Road.
Improvement Widening &c. of the LLANELLY RAILWAY.		
5 6 and 6a	Llangennech	Public.
Railway No. 12.		
33 34 and 35	Stoke St. Gregory	Public.

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) :— Inclination of roads.

No. on deposited Plans.	Parish or Area.	Description of Road.	Intended Inclination.
Improvement Widening &c. of the LLANELLY RAILWAY.			
52	Llanelly (rural)	Public	1 in 12 on the eastern side.
Railway No. 9.			
53	Combe Hay (in the rural district of Bath).	Public	1 in 10 on the south-western side.
56	Monkton Combe	Public	1 in 12.
Railway No. 10.			
56	Monkton Combe	Public	1 in 12.

9. The Company may make the arches of the bridges for carrying the railways and the widening and deviation of railways Height and span of bridges.

[Ch. cxcvii.] *Great Western Railway Act, 1904.* [4 EDW. 7.]

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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) :—

No. on deposited Plans.	Parish or Area.	Description of Road.	Height.	Span.
Railway No. 1.				
7	Llandilo Talybont - -	Public -	14 feet -	20 feet.
2	Llansamlet Higher - -	" -	14 " -	20 "
22	" " - -	" -	14 " -	20 "
28	" " - -	" -	14 " -	20 "
Railway No. 6.				
20	County borough of Swansea	Public -	10 feet -	12 feet.
Railway No. 7.				
15	Bettws - -	Public -	14 feet -	20 feet.
Railway No. 9.				
18	Camerton - -	Public -	14 feet -	20 feet.
64	Dunkerton - -	" -	14 " -	20 "
21	Wellow - -	" -	14 " -	20 "
79	Dunkerton - -	Main -	16 " -	30 "
5	Charterhouse Hinton - -	" -	16 " -	32 "
Railway No. 11.				
3	Clutton - -	Public -	14 feet -	20 feet.
Railway No. 13.				
5	Urban district of Rowley Regis.	Public -	14 feet -	25 feet.
Railway No. 14.				
51	Henbury - -	Public -	15 feet -	20 feet.
Widening between WOOTTON BASSETT and SWINDON.				
4	Borough of Swindon	Public -	16 feet -	17 feet 9 inches.
Deviation of WINDSOR AND ASCOT RAILWAY.				
79	Clewer Without - -	Public -	14 feet -	20 feet.
8	" " - -	Main -	16 " -	35 "

Widths of certain roadways.

10. The Company may make the roadway over the bridges by which the following roads will be carried over the railways and the improvement and widenings of railways hereinafter mentioned of such width between the fences thereof as the Company

[4 EDW. 7.] *Great Western Railway Act, 1904.* [Ch. cxcvii.]

think fit not being less than the respective widths hereinafter mentioned in connection therewith respectively (that is to say):— A.D. 1904.

No. on deposited Plans.	Parish or Area.	Description of Roadway.	Width of Roadway.
Railway No. 1.			
19	Llandilo Talybont	Public	20 feet.
48	" "	"	20 "
63	Penderry	}	20 "
1	Clase Rural		
66	Llansamlet Higher		
Railway No. 2.			
50	Coed-ffranc	Public	20 feet.
Improvement Widening &c. of the LLANELLY RAILWAY.			
52	Llanelly Rural	Public	15 feet.
Railway No. 9.			
3	Dunkerton	Public	15 feet.
38	"	"	10 "
22	} Combe Hay in the rural district of Bath	}	20 "
23			
30			
46	" " "	"	15 "
53	" " "	"	15 "
12	South Stoke	"	20 "
Improvement Widening &c. of the DURSTON AND YEOVIL RAILWAY.			
91	Stoke St. Gregory	Public	15 feet.
Railway No. 14.			
114	Henbury	Main	30 feet.
121	"	"	20 "
156	"	"	25 "
Widening between WOOTTON BASSETT and SWINDON.			
14	Wootton Bassett	Public	20 feet.
34	" "	}	15 "
2	Lydiard Tregooze		
3	Wroughton		

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 the Power to divert roads as shown on deposited plans.

A.D. 1904. existing road as will be rendered unnecessary by the new portion of road (that is to say):—

Railway.	Parish or Area.	No. of Road on deposited Plans.
Railway No. 1 - - - -	Llandilo Talybont - - - -	69
Railway No. 9 - - - -	Camerton - - - -	2
Railway No. 9 - - - -	Combe Hay (in the rural district of Bath)	5 8 9
Railway No. 9 - - - -	Monkton Combe - - - -	56
Railway No. 10 - - - -	Monkton Combe - - - -	56
Railway No. 11 - - - -	Clutton - - - -	3
Improvement widening &c. of the } Durstou and Yeovil Railway - }	Aller - - - -	2 and 4
	Curry Rivell - - - -	27 and 29

Provided that notwithstanding anything shown on the deposited plans the width of the diverted road numbered on the deposited plans 56 in the parish of Monkton Combe shall not be less than twenty-two feet.

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

12. 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 and deviations and widenings and alterations of 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.

Provision as to certain common lands.

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

Railway or Works.	Parish or Parishes in which Lands are situate.	Description of Common or Commonable Lands.	Area to be taken.		
			A.	R.	P.
Railway No. 1 -	Llandilo Talybont in the county of Glamorgan.	Mynydd Lliw Common	0	3	0
Railway No. 1 -	Clase Rural in the county of Glamorgan.	Llangyfelach Common	0	3	0
Railway No. 7 -	Llanguick in the county of Glamorgan.	Gwaun-Cac-Gurwen Common.	1	0	0
Improvement &c. of Llanelly Railway.	Llangennech in the county of Carmarthen.	Parish Marsh -	1	0	16
Railway No. 14 -	Henbury in the county of Gloucester.	Charlton Common -	0	2	24

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

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

14. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the Secretaries or Assistant Secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

Works below high-water mark not to be commenced without consent of Board of Trade.

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

Lights on works during construction.

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

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Permanent
lights on
works.

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

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

For protec-
tion of Mid-
land Railway
Company.

17. In executing the works by this Act authorised where the same will affect any railway or any part of the works or property (which railway works and property are in this section called "the railway") of the Midland Railway Company (in this section called "the Midland Company") the Company shall (except so far as it may be otherwise agreed between the Midland Company and the Company) be subject to the following conditions:—

- (1) All works to be done by the Company in the exercise of the powers conferred by this Act in any way affecting the railway shall be executed under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer of the Midland Company and according to plans and drawings to be previously submitted to and reasonably approved by him or in case of difference by an arbitrator appointed in pursuance of this section. Provided that if for fourteen days after such plans and drawings shall have been submitted to the said engineer he shall fail to give notice to the Company of his objections thereto he shall be deemed to have approved thereof:
- (2) The bridge carrying Railway No. 1 over the Midland Company's Morriston Branch shall be constructed with a clear span of forty-one feet and with a clear headway of fourteen feet six inches from the level of the rails of the said branch:
- (3) The bridge carrying Railway No. 1 over the Midland Company's Swansea Vale Railway shall be constructed with a clear span of twenty-eight feet and with a clear headway of fourteen feet six inches from the level of the rails of the said railway:
- (4) The bridge carrying Railway No. 5 over the Midland Company's Morriston Branch shall be constructed with a clear span of forty-one feet and with a clear headway

of fourteen feet six inches from the level of the rails of the said branch : A.D. 1904.

- (5) Any works affecting the railway which the Company may execute under this section shall be so constructed as to cause no injury to the railway of the Midland Company or interruption to the passage or conduct of traffic over the railway and if in consequence of the execution of such works any injury be caused to the railway or any interruption be caused to the traffic the Company shall make full compensation to the Midland Company in respect of such injury or interruption the amount of such compensation unless agreed upon to be determined by arbitration :
- (6) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the employment by that company during the execution of any work affecting the railway of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company 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 :
- (7) 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 Company or of their contractors or otherwise the railway of the Midland Company 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 Midland Company may make good the same and recover the expense thereof from the Company And if any interruption shall be occasioned to the traffic of or upon the railway of the Midland Company by reason of any of the matters or causes aforesaid the Company shall pay to the Midland Company all costs and expenses to which that company may be put as well as full compensation in respect of any loss they may incur by reason of such interruption :

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A. —

- (8) The Company shall at all times maintain the bridges arches openings or other works by which their railways are carried over the railways of the Midland Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that company And if and whenever the Company fail so to do the Midland 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 the Midland Company reasonably think requisite in that behalf and the reasonable amount of such their expenditure shall be repaid to them by the Company :
- (9) If in the opinion of the Midland Company and of the Company or in case of difference between them of an arbitrator to be appointed as hereinafter provided it shall be necessary for the Midland 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 so left unworked then the Company shall on demand pay to the Midland Company all reasonable costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses 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 :
- (10) The Company shall acquire only such an easement over the railway as may be necessary for constructing maintaining and using the works of the Company by this Act authorised and shall pay to the Midland Company for any such easement to be acquired by them such sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 :
- (11) Any dispute or difference which may arise between the Midland Company and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall unless otherwise provided by this section be settled by arbitration by an engineer or

other fit person to be appointed (in default of agreement) by the Board of Trade on the application of the Midland Company or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

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

For protection of corporation of Swansea.

(1)—(a) Before stopping up or interfering with any part of the existing footpath crossing the lands numbered 3 on the deposited plans of Railway No. 6 leading from the Pentretreharen Road to the Neath Road the Company shall construct a diversion of such footpath from the footbridge by means of which it crosses their existing South Wales Railway to a point in the Neath Road near to the entrance gates of the road leading to the Company's mileage sidings :

(b) Before stopping up or interfering with any part of the footpath crossing the said lands numbered 3 leading from the existing footpath hereinbefore referred to to the Llangyfelach Road the Company shall construct a diversion of such footpath alongside the north-westerly side of the Company's South Wales Railway from the footbridge hereinbefore referred to to the Llangyfelach Road :

(c) Such diverted footpaths shall be throughout of a width of not less than five feet and shall be constructed in such situations and shall be made up and fenced off from the Company's railway in such manner as shall be reasonably approved by the corporation :

(2)—(a) The Company shall construct the bridge carrying Railway No. 6 over Neath Road of a span of not less than forty feet and a headway of not less than seventeen feet throughout such span and such bridge shall be constructed so as to conform to the said road as proposed to be improved by the corporation :

(b) The Company shall construct a footpath under the said bridge on the western side of the road similar in width and character to the existing footpath :

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- (c) The road and footpaths under the said bridge where interfered with by the Company shall be made good by the Company to the reasonable satisfaction of the corporation :
- (3) Railway No. 6 shall be constructed so as to terminate at a point on the northerly side of Malephant Street numbered 20 on the deposited plans of the said railway and that street shall not be interfered with by the Company :
- (4)—(a) The Company shall construct the widening of the Landore Viaduct where the same will cross the streets known as the Neath Road and Siloh Road with approximately the same span and headway as the existing viaduct crossing those streets and the line of piers of such widened viaduct where they cross those streets shall conform with the line of the existing piers :
- (b) Such streets (including the footpaths thereof) under the said widened viaduct or where interfered with by the Company shall be made good by the Company to the reasonable satisfaction of the corporation :
- (c) Notwithstanding anything shown on the deposited sections the widenings of the bridges to be constructed by the Company under the powers of this Act over Powell Street and Pottery Street respectively shall be constructed with a clear headway of not less than ten feet :
- (d) Upon the completion of the widenings of the said bridges over Powell Street and Pottery Street respectively the Company shall provide and fix two gas lamps of sixty candle power each under each of such bridges as widened and shall pay to the corporation the sum of three hundred pounds towards the cost of lighting such lamps :
- (5) If in exercise of the powers of this Act the Company shall interfere with the public urinal in Siloh Road they shall before interfering therewith erect a public urinal in substitution therefor in such situation and in such manner as may be reasonably approved by the corporation :
- (6) All bridges and viaducts constructed by the Company over streets or roads in the borough of Swansea shall

be constructed and maintained so as to prevent as far as practicable the dripping of water on such streets or roads : A.D. 1904.

- (7) The Company shall not permit within the borough of Swansea any of their bridges or works or any of their walls or parapets or screens so far as such bridges walls parapets or screens are adjacent to and visible from the road to be used for the posting of bills or other advertising purposes other than placards or advertisements relating to the business of the Company :
- (8) No works affecting any highway culvert watercourse sewer or works whatsoever belonging to or under the control of the corporation shall be constructed except in accordance with plans previously submitted to and reasonably approved in writing by the surveyor of the corporation and the said works shall be executed under the superintendence and to the reasonable satisfaction of the said surveyor Provided that if the said surveyor omit to signify his approval or disapproval of the said plans during fourteen days after the same shall have been submitted to him such omission shall be deemed an approval :
- (9) The Company shall be responsible for and make good to the corporation all costs losses damages and expenses which they may be put to or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the Company 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 or failure or of any such act or omission :
- (10) Any difference which may arise between the corporation and the Company under any of the provisions of this section or as to the mode of giving effect thereto shall be settled by the arbitration of an engineer or other fit person to be appointed (unless otherwise agreed) upon the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

19. For the protection of the Swansea Rural District Council (in this section referred to as "the council") the following pro- For protec-
tion of
Swansea

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Rural District Council.

All public rights of way commons and open spaces in the district of the council notwithstanding anything in this Act contained shall be preserved and the Company shall provide proper swing gates stiles or other convenient means of passage where the railways by this Act authorised cross any public right of way in the district.

For protection of Neath Rural District Council.

20. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the Neath Rural District Council (in this section called "the council") shall except in so far as may be otherwise agreed between the council and the Company apply and have effect (that is to say):—

- (1) The bridges carrying the roads numbered on the deposited plans relating to Railway No. 2 16 and 50 in the parish of Coed-ffranc over the said railway and the approaches to those bridges shall have a clear width of not less than thirty feet between parapets the height of which shall not be less than four feet above the highest part of the road:
- (2) All bridges carrying the railway over public roads in the rural district of Neath shall be constructed and maintained so as to prevent as far as practicable the dripping of water on the roads:
- (3) Wherever the railway is constructed over a sewer of the council the Company shall construct and maintain to the satisfaction of the council a good and sufficient culvert over such sewer for protecting the same from injury and shall provide suitable means of access to such sewer and the council shall at all times be entitled to access thereto in order to inspect repair maintain or renew the same and if at any time the council shall incur additional expense in connection with such repairing maintenance or renewal by reason of the existence of the railway such additional expense shall be repaid to them by the Company:
- (4) Wherever it may be necessary to intercept or interfere with any sewer or drain of the council the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved by the council another sewer or drain consisting of steel or cast-iron pipes properly protected

and laid and covered with concrete the capacity of such sewer or drain to be in lieu of and at least equal to that of the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the council at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with such connections to be made in suitable blocks of masonry concrete or brickwork and in such manner as shall be reasonably approved by the council :

- (5) Nothing in this Act or in the enactments incorporated therewith shall authorise any interference with the electric lines and works of the council except in accordance with and subject to the provisions of section 15 of the Electric Lighting Act 1882 :
- (6) All alterations of or interference with any gas electric or water mains or pipes of the council in pursuance of this Act or of any enactment incorporated therewith shall if the council so desire be executed by them at the expense of the Company :
- (7) Where any water mains or pipes of the council are exposed during or after the construction of the railway the Company shall take such steps as the council may reasonably require for protecting the same from the action of frost :
- (8) The works referred to in the foregoing provisions of this section so far as the same affect any highway sewer drain gas electric or water main vested in or under the control of the council shall be executed by the Company under the superintendence and to the reasonable satisfaction of the council and in accordance with plans sections and specifications to be previously submitted to and agreed to by the council or failing agreement within one month after the delivery of such plans sections and specifications to the council to be determined by arbitration as hereinafter provided and any expenses incurred by the council in connection with such superintendence or with the approval of such plans sections or specifications shall be repaid to them by the Company :
- (9) If at any time the council shall require to construct any sewers or gas electric or water mains in any road

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(whether a public highway or not) crossed by Railway No. 2 they shall be entitled to construct and maintain the same together with all necessary or proper culverts works and conveniences. Provided that all such works except so far as the same shall be constructed in a highway passing under the railway shall be executed under the superintendence and to the reasonable satisfaction of the Company's engineer and in accordance with plans sections and specifications to be agreed between the council and the Company or failing agreement for one month after the delivery of such plans sections and specifications to the Company to be determined by arbitration as hereinafter provided and any expenses incurred by the Company in connection with such superintendence or with the approval of such plans sections and specifications shall be repaid to them by the council:

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

For protection of owners of Neath Abbey Estate.

21. The following provisions for the protection of the Right Honourable Arthur de Cardonnel Baron Dynevor and Henry Francis Compton or other the owner or owners for the time being of the estate in the county of Glamorgan known as the Neath Abbey Estate or of any part of the said estate traversed by the Railway No. 2 by this Act authorised (all of whom are in this section referred to as and included in the expression "the owner") shall unless otherwise agreed in writing between the Company and the owner apply and have effect in connection with the construction of the said railway (that is to say):—

- (1) The Company shall construct and at all times thereafter maintain to the reasonable satisfaction of the owner a bridge sufficient for all farm and agricultural purposes not less than ten feet in width over the said railway at or near the point at which the same crosses the occupation road traversing the enclosure numbered on the deposited plans 34 in the parish of Coed-ffranc:

(2)—(a) The Company shall construct and at all times thereafter maintain a bridge for carrying over the said railway the colliery tramways numbered on the deposited plans 64 in the said parish of Coed-ffranc and the occupation road now crossing the said tramways on the level and affording communication between the enclosures respectively numbered on the deposited plans 62 and 65 in the said parish :

(b) The Company shall construct the said bridge and divert or alter the said occupation road so as to carry the same and the colliery tramways over the said bridge in accordance with the plan signed by William Wylie Grierson on behalf of the Company and Messrs. Warrens on behalf of the owner. The gradients of the approaches to such occupation road shall not be steeper than those of the existing occupation road and the present gradient and direction of the said tramways shall not be altered and the Company shall make such provision for the free and uninterrupted user of the said tramways and occupation road during the execution of the said works as the owner and the lessee of Hedley's Colliery may reasonably require :

(c) The Company shall erect across the said occupation road as diverted on the eastern side of the said railway a gate and gate posts in place of and not less good than the existing gate across the said road :

(3) The Company shall carry the occupation road intersecting the enclosure numbered on the deposited plans 68 in the said parish across the said railway on the level and shall for that purpose divert the same on the lands of the owner in such manner as the owner may reasonably require but if a convenient level crossing with gradients not steeper than one in fourteen shall be found impracticable the Company shall in lieu thereof construct and at all times thereafter maintain in an approved position a bridge not less than twelve feet wide with approaches having a gradient not steeper than one in fourteen :

(4) The Company shall make such provision as the owner may reasonably require for carrying across the said railway on the level the occupation road traversing the enclosure numbered on the deposited plans 75 in the said parish and now crossing the Company's Swansea and Neath Branch Railway on the level :

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(5) In the event of the Company interfering with the course of any existing stream watercourse or ditch in or upon the estate of the owner they shall to the reasonable satisfaction of the owner and on his lands divert the same or construct and at all times thereafter maintain culverts or other works so as to provide for the proper and sufficient flow of water in such stream watercourse or ditch and not deprive any part of the estate of the benefit of the water supply as now existing :

(6)—(a) If at any time hereafter the enclosures respectively numbered on the deposited plans 31 32 33 34 and 35 in the said parish or any part or parts thereof respectively shall be so far developed for building purposes as to render the construction of a bridge across the said railway to provide communication between the portions of the said enclosures severed by the said railway reasonably necessary the owner shall be at liberty to give to the Company notice in writing requiring them to construct a bridge accordingly :

(b) The Company shall construct the said bridge at such point between the points respectively marked on the centre line of the said railway shown on the deposited plans six furlongs and seven furlongs as the owner shall reasonably require of a width of not less than thirty feet between the parapets thereof and in other respects according to plans sections and specifications to be previously submitted to and reasonably approved by the owner :

(c) The Company shall commence the construction of the said bridge within six months after the approval by the owner of such plans sections and specifications and the payment to the Company by the owner of the estimated cost of the said bridge less the sum of three hundred pounds to be contributed by the Company and shall proceed to complete the same with all reasonable despatch In the event of any additional cost beyond such estimated cost being involved in the construction of the said bridge or it being found that the estimated cost is in excess of the actual cost the additional cost or the excess shall be paid by or refunded to the owner :

(d) The Company shall at all times after the said bridge shall have been completed at their own expense and to the reasonable satisfaction of the owner maintain the structure thereof and the roadway and foot-paths (if any) thereover shall be maintained by and at the expense of the owner: A.D. 1904.

(7) The owner shall be at liberty without any payment to the Company from time to time to place lay and maintain over all or any of the bridges referred to in this section all such mains pipes tubes wires or apparatus as they may require and shall for those purposes and for purposes of repair renewal and alteration of such mains pipes tubes wires or apparatus be at liberty to open and break up the roadway over the said bridges or any of them reinstating the same with all reasonable despatch and to the reasonable satisfaction of the Company forthwith after the completion of the work necessitating such opening or breaking up:

(8) If any dispute or difference shall arise between the Company and the owner respecting the matters and provisions aforesaid or any of them such dispute or difference 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.

22. Notwithstanding anything in this Act contained neither of the railways numbered 1 to 5 inclusive and known as "the Swansea District Railways" authorised by this Act or any part or parts of such railways shall be opened for traffic until the improvement widening and alteration of the Llanelly Railway commencing in the parish of Llanelly Rural and terminating in the parish of Llanedy and every part thereof authorised by this Act shall be fully completed and opened for traffic. For protection of Llanelly Harbour and Burry Navigation Commissioners.

Nothing in this Act contained shall abrogate prejudice or affect section 16 of the Great Western Railway Act 1900 the marginal note whereof is "For the protection of the Llanelly Harbour Commissioners."

23. In the event of the Company requiring for the purposes of the improvement widening and alteration of the Llanelly Railway by this Act authorised to alter or divert the road For protection of Llanelly Rural District Council.

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numbered on the deposited plans 22 in the parish of Llanelly Rural they shall provide a road equally convenient to the road so diverted to the reasonable satisfaction of the Llanelly Rural District Council.

For protection of London and North Western Railway Company.

24. 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:—

- (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 girder bridge with wrought-iron or steel flooring of one clear span such span to be of the width of not less than fifty-four feet measured on the square at the proposed point of crossing and such bridge shall have a clear headway throughout of not less than fourteen feet six inches above 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 alter the 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. 1904.
- (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

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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 sufficient 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 :
- (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 losses 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 Company's 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 : A.D. 1904.

(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 so left 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 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.

25. The London and North Western Railway Company may have and exercise over the widening of the Llanelly Railway and over Railway No. 7 by this Act authorised the same powers and privileges as are conferred on that company over the Llanelly Running powers and facilities to London and North Western Railway Company.

A.D. 1904. Railway under and by virtue of a memorandum of agreement made and entered into the 10th day of January 1889 between the London and North Western Railway Company of the first part the Llanelly Railway and Dock Company of the second part and the Company of the third part but subject to the terms conditions and restrictions mentioned in the said agreement and the facilities secured to the London and North Western Railway Company by section 33 of the Great Western and Bristol and Exeter Railway Companies Amalgamation Act 1876 shall extend to Railway No. 12 as if it had formed part of the Bristol and Exeter Railway and Branches at the date of the passing of that Act.

For protection of owners of Stepney Estates.

26.—(1) The agreement dated the thirty-first day of May 1904 and made between Sir Emile Algernon Arthur Keppel Cowell-Stepney Baronet of the one part and the Company of the other part as set forth in the Fifth Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

(2) Nothing in this Act shall authorise the Company to purchase or acquire except by agreement any lairage anchorage keelage or fishing rights in the River Loughor or any royalties incident and belonging thereto to which the said Sir Emile Algernon Arthur Keppel Cowell-Stepney and his successors in title to the Stepney Estates in the counties of Carmarthen and Glamorgan (in this section referred to as "the owners") are entitled or shall interfere with the exercise of those rights by the owners Provided always that if and so far as such rights attach to or are enjoyable in connection with any lands of the owners purchased or acquired by the Company under the powers or for the purposes of this Act they shall only be exercised so as not to interfere with the use by the Company for the purposes of their undertaking of the lands so purchased.

For protection of Marquis of Ailesbury.

27. For the protection of the Most Honourable Henry Augustus Marquis of Ailesbury and his heirs and sequels in estate (all of whom are in this section referred to as "the owner") the following provisions shall unless otherwise agreed between the Company and the owner apply and have effect (that is to say) :—

(1) Notwithstanding anything shown on the deposited plans the Company shall not acquire under the provisions of this Act any greater quantity of the lands of the owner than is necessary for the construction of Railway No. 8 with two lines of rails :

(2) The Company shall contemporaneously with the construction of Railway No. 8 construct and for ever after

maintain on the lands of the owner at the point marked A on the plan signed in duplicate by William Wylie Grierson on behalf of the Company and Edward Baverstock Merriman on behalf of the owner a bridge under the said railway such bridge to have a headway of not less than twelve feet and a width of not less than ten feet between the abutments measured on the square :

- (3) The Company shall at the same time make a ditch in the field numbered 2 on the deposited plans for the parish of Grafton sufficient to drain that part of the said field which will lie on the south-east side of the said railway when constructed and shall for a nominal consideration to be paid by the owner provide and for ever after maintain a supply of water in a trough for pasturing cattle on that part of the said field so severed which is situate on the west side of the loop line proposed to be constructed :
- (4) The Company shall cut down the hedge and remove all roots and shall fill in and make good and level the surface of the land between the points marked B and C and between the points marked D and E on the said signed plan :
- (5) All works to be executed by the Company under the powers of this section shall be carried out in accordance with plans to be previously submitted to and approved by the owner and to his reasonable satisfaction Provided that if the owner fails for a period of one month after submission to him of the said plans to signify to the Company his disapproval thereof and the grounds of such disapproval he shall be deemed to have approved of the same :
- (6) 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 :
- (7) If any difference shall arise between the owner and the Company under the provisions of this section the same shall be determined 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.

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For protec-
tion of lessees
of Somerset
and Dorset
Railway.

28. For the protection of the London and South Western Railway Company and the Midland Railway Company as lessees of the Somerset and Dorset Railway (in this section referred to as "the joint companies") the following provisions shall unless otherwise agreed apply and have effect (that is to say):—

- (a) In the event of the joint companies desiring at any future time to construct a junction railway between the Somerset and Dorset Railway at or near Midford and Railway No. 9 by this Act authorised the Company shall not object thereto and shall afford all necessary facilities for the formation of a junction with Railway No. 9 aforesaid and such junction together with all necessary sidings and signals shall be formed and completed in the manner most suitable to the traffic of the respective systems and to the satisfaction of the engineers of the Company and of the joint companies respectively. Such junction railway junction sidings and signals shall be constructed maintained and worked by and at the expense of the joint companies:
- (b) In constructing Railway No. 9 by this Act authorised the Company shall not enter upon or interfere with the Somerset and Dorset Railway or execute any work whatsoever under or affecting the same or within thirty yards thereof until there shall have been delivered to the engineer of the joint companies by the Company plans and sections (in this section referred to as "the said plans") of the works (in this section referred to as "the said works") intended to be executed under or affecting that railway which plans shall describe the manner of executing the said works and the materials to be used for the purpose nor until the said plans have been examined and approved in writing by the engineer of the joint companies or in the event of his failing to approve or disapprove the same for one month after the said plans have been delivered by the Company until the same have been examined and approved by an engineer to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers. The said works shall be executed by and at the expense of the Company in accordance with the said plans as approved and under the superintendence and to the reasonable satisfaction of the engineer of the

joint companies and shall subsequently be maintained by and at the expense of the Company and if and whenever the Company fail to execute any necessary repairs to the said works after one month's notice in writing for that purpose to be given to the Company by the joint companies (except in cases of emergency when they shall give the longest notice possible) the joint companies may enter upon the lands of the Company and may therein and thereon as well as upon their own lands make do and execute any works which they from time to time may think requisite in that behalf and the sums from time to time certified by such engineer to be the amount of the expenditure in that behalf shall be repaid to them by the Company :

(c) The Company shall bear and on demand pay to the joint companies the expense of the employment by them during the making of Railway No. 9 under and adjacent to the Somerset and Dorset Railway of a sufficient number of inspectors and watchmen to be appointed by them for watching such railway with reference to and during the execution of the said works and for preventing as far as may be all interference obstruction danger and accident from any of the operations of the Company or from the acts or defaults of any person or persons in the employ of the Company or of their contractors with reference thereto or otherwise :

(d) The Company shall be responsible for and make good to the joint companies all costs losses damages and expenses occasioned to the Somerset and Dorset Railway or the traffic thereon or any person or persons using the same or otherwise by reason of the failure of any of the works of or incidental to Railway No. 9 or any act or omission of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the joint companies from all claims and demands upon or against them by reason of any such failure and of any such act or omission :

(e) No land belonging to the joint companies shall be taken by the Company without the consent in writing of the joint companies under their common seal first had and obtained. Provided always that the Company

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may purchase and take from the joint companies and the joint companies shall if so required by the Company grant in perpetuity to the Company an easement or right of using for the purposes of Railway No. 9 and the works and conveniences in connection therewith such parts of the lands of the joint companies as are necessary for those purposes :

(f) Any difference arising between the Company and the joint companies in regard to the matters aforesaid shall be settled by an arbitrator to be agreed on or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers.

Facilities for traffic to and from Somerset and Dorset Railway.

29.—(1) If and when the junction railway referred to in the section of this Act of which the marginal note is “For protection of lessees of Somerset and Dorset Railway” shall be constructed the Company shall from time to time afford all proper and sufficient facilities for the reception accommodation forwarding interchange and delivery of all traffic of whatever description passing or intended to pass to or from the Somerset and Dorset Railway from or to Railway No. 9 and the Company shall from time to time duly receive and transmit on their own railway and deliver accordingly all such traffic and in all respects on an equality with their own proper traffic and the London and South Western Railway Company and the Midland Railway Company shall upon the Somerset and Dorset Railway afford in like manner and to as full an extent the same facilities and advantages to the Company.

(2) The traffic facilities to be so afforded shall include such through booking through invoicing through waggons trucks and other arrangements and facilities as may be agreed upon or as failing agreement shall be determined by arbitration in manner provided by the Railway and Canal Traffic Acts 1873 and 1888.

(3) The terms and conditions pecuniary and otherwise on which the said traffic facilities shall be afforded and the through rates for traffic shall be such as may from time to time be agreed upon or failing such agreement as shall be settled by arbitration in manner aforesaid.

For protection of trustees of late Charles Parfitt.

30. In constructing Railway No. 9 by this Act authorised the following provisions for the protection of the trustees of the late Charles Parfitt (in this section referred to as “the owners”) shall unless otherwise agreed apply and have effect (that is to say) :—

Notwithstanding anything shown on the deposited plans or in this Act contained the Company shall not purchase

or acquire any portion of the enclosures numbered on the deposited plans 9 10 and 11 in the parish of Monkton Combe or any portion of the field or enclosure numbered on the said plans 8 in the said parish north-west of the red line shown on the plan signed by William Wylie Grierson on behalf of the Company and Austin Michael King on behalf of the owners.

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31. In constructing Railways Nos. 9 and 10 by this Act authorised the following provisions for the protection of the Bath Brewery Limited (in this section referred to as "the owners") shall unless otherwise agreed apply and have effect (that is to say) :—

For protection of Bath Brewery Limited.

The Company shall not purchase or acquire any portion of the property known as the Viaduct Inn or held therewith in the parish of Monkton Combe other than the portion coloured pink on the plan signed by William Wylie Grierson on behalf of the Company and Robert Edward Giles on behalf of the owners and the Company shall not interfere with the user in connection with the said inn of the enclosure numbered on the said plan and on the deposited plans 39 in the said parish.

32. The following provisions for the protection of the Clutton Rural District Council (in this section called "the council") unless otherwise agreed between the Company and the council shall apply and have effect with regard to the construction of Railways Nos. 9 and 11 in the rural district of Clutton (that is to say) :—

For protection of Clutton Rural District Council.

(1) The Company shall carry the road proposed to be diverted in the parish of Camerton over Railway No. 9 by a bridge not less than twenty feet in width between the parapets and such bridge shall be constructed of sufficient strength to carry the heavy traffic of the district including heavy traction engines. The parapet walls of the bridge shall be not less than five feet in height and extend for six feet on both sides of the bridge. The road approaches to the said bridge other than the immediate approaches shall be maintained by the Company for twelve months after completion :

(2) The Company shall carry the said railway over the road numbered on the deposited plans 18 in the parish of Camerton by a bridge of twenty feet span and fifteen feet high from the crown of the road to the

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crown of the arch and the Company shall be at liberty to lower the road thereunder to the extent of six inches:

- (3) The Company shall be at liberty to divert the footpaths intersecting the fields numbered 35 and 46 on the deposited plans so that all the paths may converge and be carried under the said railway by means of a subway seven feet six inches high and six feet wide. The plan of such diversion shall be first submitted to and reasonably approved by the council:
- (4) The Company shall construct the road proposed to be diverted in the parish of Clutton in accordance with a plan signed by William Wylie Grierson on behalf of the Company and James Sumner Dury on behalf of the council and the Company shall maintain the same for twelve months after completion:
- (5) The Company shall carry such diverted road under Railway No. 11 by means of a bridge twenty-four feet wide and fourteen feet six inches in height from the crown of the road to the crown of the arch:
- (6) The Company shall be at liberty to stop up and discontinue the footpath intersecting the field numbered 8 in the parish of Clutton leading to Marsh Lane Cloud Hill and Temple Cloud and to divert the footpath from Clutton Wood to Cloud Hill Bridge across the field numbered 5 on the deposited plans and also the footpaths leading from High Littleton to Cloud Hill so that the same may be carried under the railway by means of the last-mentioned bridge:
- (7) The Company shall carry the footpath intersecting the field numbered on the deposited plans 4 in the said parish over the railway on the level and shall be at liberty to divert the same in accordance with a plan to be reasonably approved by the council so that the said footpath shall cross the said railway and the existing railway at a convenient point:
- (8) The Company shall provide a footpath on the south side of the existing railway from Hallatrow Station to the bridge crossing the road from Hallatrow to the Clutton Union Workhouse and shall provide wicket gates on both sides of the existing railway at a point where the footpath leading from Hallatrow Station to Temple Bridge crosses the railway:

(9) The Company shall not during the alteration of the level of any road or footpath unnecessarily interrupt the drainage thereof and they shall make good the drainage of all such roads and footpaths as are altered :

(10) Where any works to be done under or by virtue of the powers of this Act shall or may pass over or under or so as to interfere with any sewer drain water main water pipe hydrant electric line or main or other work vested in or under the jurisdiction or control of the council the Company shall not commence such works until they shall have given to the council fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the offices of the council with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the council shall have signified their approval of the same unless the council do not signify their approval or disapproval of the same within fourteen days after delivery or service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution of the said works and shall provide by new altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers drains and works of the council hereinbefore referred to by or by reason of the said works of the Company or any part thereof and shall save harmless and keep indemnified the council against all and every the expenses to be occasioned thereby and all such works shall be executed by the Company under the superintendence and to the reasonable satisfaction of the surveyor of the council at the costs in all respects of the Company :

(11) In case of any difference or dispute arising between the council and the Company touching or concerning the true intent of the provisions in this section contained or anything to be done or not to be done hereunder such difference shall be determined by an arbitrator to be appointed unless otherwise agreed by the President of the Institution of Civil Engineers on the application of either party.

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For protection of Somersetshire Drainage Commissioners.

33. For the protection of the Somersetshire Drainage Commissioners constituted under the Somersetshire Drainage Act 1877 having jurisdiction for drainage purposes over lands in the county of Somerset including amongst others lands in the valleys of the Rivers Tone Parrett Isle Yco and Cary (in this section referred to as "the commissioners") the following provisions shall unless otherwise agreed between the commissioners and the Company have effect (that is to say):—

- (1) In constructing Railway No. 12 by this Act authorised the bridges carrying the said railway over the rheens numbered respectively on the deposited plans 3 14 22 and 24 in the parish of Stoke St. Gregory shall be of a clear span of twelve feet with headway not lower than twenty-four feet above Ordnance datum:
- (2) In constructing the improvement widening and alteration of the Durston and Yeovil Railway by this Act authorised (in this section called "the widening") the bridges or culverts carrying the widening over the rheens hereinafter mentioned shall be of the respective spans and heights hereinafter specified (that is to say):—

No. of rheens on deposited Plans.	Parish.	Span.		Height.
		Ft.	Ins.	
20	Stoke St. Gregory	12	6	24 feet above Ordnance datum.
32	Stoke St. Gregory	12	3	24 feet above Ordnance datum.
43	Stoke St. Gregory	12	0	24 feet above Ordnance datum.
62	Stoke St. Gregory	10	0	24 feet above Ordnance datum.
77 and 78	Stoke St. Gregory	8	0	24 feet above Ordnance datum.
107	Stoke St. Gregory	18	0	24 feet above Ordnance datum.
127	Stoke St. Gregory	12	6	24 feet above Ordnance datum.

- (3) The culverts carrying the widening over the rheens respectively numbered on the deposited plans 112 120 and 123 and 123 and 124 in the parish of Stoke St. Gregory 4 and 5 and 10 in the parish of Aller and 19 and 20 21 and 25 35 43 and 51 in the parish of Curry Rivell shall be not less than six feet in diameter with inverts not higher than six inches below the

bottom of the respective rheens and the culvert over the rheen numbered 133 in the said parish of Stoke St. Gregory 19 in the said parish of Aller and 10 in the said parish of Curry Rivell shall be not less than eight feet in diameter and not higher than eight inches below the bottom of the rheen :

- (4) The culverts carrying the widening over the rheen on the south-western side of the road numbered 7 on the deposited plans and the rheen numbered 85 on the deposited plans in the said parish of Curry Rivell shall be not less than four feet in diameter with the invert not higher than four inches below the bottom of the rheen :
- (5) The culverts carrying the widening over the new rheens respectively numbered on the deposited plans 16 in the said parish of Aller and 90 in the said parish of Curry Rivell shall be of the same dimensions as the culverts carrying the existing railway over the said rheens :
- (6) Provided that the commissioners obtain within three months after the passing of this Act the consent of the authority having the control of the road numbered on the deposited plans 1 in the parish of Aller the Company shall notwithstanding anything shown on the deposited plans and sections carry out the diversion of the said road by this Act authorised on the eastern side of the existing road in accordance with plans and sections to be approved by the commissioners and the commissioners shall on or before the completion of such diversion pay to the Company the extra cost incurred by them in so diverting the road instead of diverting the same as shown on the deposited plans and sections :
- (7) All rheens under the control of the commissioners which may be diverted by the Company shall be constructed of the same dimensions and at the same levels as the existing rheens :
- (8) If and when the bridges carrying the existing railway over the rheens in this section mentioned are reconstructed by the Company the new bridges shall be of the same respective dimensions as are in this section provided for the bridges and culverts carrying the said railway and widening over the said rheens respectively :

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(9) Any dispute or difference which may arise between the Company and the commissioners with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by an arbitrator to be appointed (unless otherwise agreed upon between the parties) on the application of either party by the President of the Institution of Civil Engineers.

For protection of Major Barrett and others.

34.—(1) In carrying out the improvement widening and alteration of the Durston and Yeovil Branch Railway authorised by this Act the Company shall carry the same and the existing railway over the roads known as the North Drove at the Sedgmoor Crossing and the Gainsload Drove at the Stanmore Crossing by means of bridges and the width of such bridges respectively shall be such as to leave thereunder in each case a clear space of not less than fifteen feet in width and twelve feet six inches headway throughout and on the completion of the said bridges all rights of way over the existing level crossings at those places shall cease and determine.

(2) The ground level of the roadway underneath such bridges shall not be lower than the general level of the land adjoining the said droves and the roadway underneath such bridges shall be properly metalled and made up and maintained by the Company and the Company shall construct and maintain underneath each of such bridges a concrete watercourse such watercourse in the case of the North Drove to be three feet in width and in the case of the Gainsload Drove four feet in width and the bottom of each watercourse shall be at the same level as the existing rhine in each case and the Company shall also construct and maintain a fence at the edge of each watercourse not higher than three feet.

(3) The Company shall provide and work in connection with the gates at the level crossing known as Cutt's Drove over the existing and widened railway such appliances as will prevent the said gates being opened during the time when the gates across the public road at Athelney Station are closed for traffic. The Company shall not be liable to close the said gates if and when left open by those who use the crossings.

(4) The obligations imposed on the Company by subsections (1) and (2) of this section are subject to the acceptance by the Somersetshire Drainage Commissioners of the works mentioned in such subsections in lieu of the works at North Drove and Gainsload

Drove to be constructed by the Company as provided by the section of this Act of which the marginal note is "For protection of Somersetshire Drainage Commissioners."

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35. The following provisions for the protection of the trustees under the will of the late Thomas Mullins of Weston-super-Mare in the county of Somerset (who with their successors in title are in this section referred to as "the owners") shall unless otherwise agreed between the owners and the Company apply and have effect in relation to the construction of Railway No. 12 (that is to say):—

For protection of Trustees under will of late Thomas Mullins.

(1) The Company shall construct and maintain the following bridges over the said railway to the reasonable satisfaction of the owners and for the use of the owners and their tenants:—

(a) A bridge and approaches with gradients not steeper than one in sixteen at or near a point 36 chains measured from the commencement of the said railway as shown on the deposited plans such bridge to be of sufficient strength to carry ordinary traction engines;

(b) A footbridge not less than three feet in width at or near a point 48 chains measured from the commencement of the said railway as shown on the deposited plans;

(c) A bridge over the said railway in the field or enclosure numbered on the deposited plans 15 in the parish of Lyng as near as may be opposite Lyng Court at a point to be selected by the Company and reasonably approved by the owners;

(d) A bridge at or near the fence between the fields or enclosures numbered respectively on the said plans 24 and 25 in the parish of Lyng;

(2) The said bridges other than the footbridge shall be constructed of a width of not less than twelve feet:

(3) If and whenever by reason of the construction or maintenance of the said railway any of the wells upon the estate of the owners in the said parish shall be interfered with or in any way affected the Company shall at their own expense at once either sink the said wells to such further depth as will be sufficient to give a water supply to the estate at least equal to that now afforded by the said wells and to the reasonable satisfaction

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of the owners or their surveyor or shall at the like cost and to the like satisfaction extend or secure the extension of the mains of the council or waterworks company supplying the district to the said estate and lay and maintain all pipes and other apparatus necessary for bringing the water from the said mains to the estate of the owners so as to give to the said estate a water supply at least equal to the water supply so interfered with or affected and the Company shall pay and indemnify the owners against all expenses they may incur or be put to in obtaining or in connection with such water supply either from the said wells or the said mains as the case may be so far as such expenses shall by reason of interference with the said wells or of the said wells being affected by the construction or maintenance of the railway exceed the expense to which the owners are now put in obtaining such supply :

- (4) Any dispute or difference which may arise between the Company and the owners with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall unless otherwise agreed be referred to an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Rowley Regis Urban District Council.

36. In constructing Railway No. 13 by this Act authorised the following provisions for the protection of the urban district council of Rowley Regis (in this section referred to as "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say) :—

- (1) The widened portions of the bridges over Graingers Lane and Corngreaves Road respectively shall be made as far as practicable watertight and the Company shall provide and maintain shields over the footways under the existing bridges over the said roads together with all necessary pipes to carry off the water from the said shields :
- (2) The Company shall carry and maintain the footpath numbered on the deposited plans 10 in the urban district of Rowley Regis over the railway by means of a footbridge not less than five feet in width :

(3) The Company shall not at any time be required to cleanse sand or light the said footbridge or be responsible for so doing but they shall not prevent the highway or other authority of the district from doing all or either of these things subject to reasonable care being exercised for preventing damage to the structure : A.D. 1904.

(4) If any difference shall arise between the Company and the council respecting the matters aforesaid such difference shall be determined by an arbitrator to be appointed unless otherwise agreed upon by the President of the Institution of Civil Engineers.

37. Notwithstanding anything shown on the deposited plans and sections Railway No. 14 where it passes through Charlton Common numbered 152 on the deposited plans in the parish of Henbury shall be constructed throughout in tunnel. Provision as to construction of railway through Charlton Common.

38. Notwithstanding anything in this Act contained the following provisions shall unless otherwise agreed between the Company and the county council of Gloucestershire (in this section called "the council") be observed and have effect with respect to the works in the county of Gloucester by this Act authorised (that is to say) :— For protection of county council of Gloucestershire.

(a) Notwithstanding anything shown on the deposited plans or sections the provisions contained in sections 46 to 67 of the Railways Clauses Consolidation Act 1845 as to the crossing of roads and the construction of bridges shall apply to all roads belonging to or under the control of the council which are at the present time main roads under and within the meaning of section 11 of the Local Government Act 1888 as though they were turnpike roads within the meaning of those sections :

Provided that for the purposes of section 51 of the said Act of 1845 the width of the said roads as hereinafter prescribed by this section shall be deemed to be the average available width of such roads respectively prior to the construction of the railway :

(b) Notwithstanding anything shown on the deposited plans and sections the Company shall make the roadways over the bridges by which the following roads will be carried over Railway No. 14 by this Act authorised

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of the widths hereinafter mentioned in connection therewith respectively (that is to say) :—

No. on deposited Plans.	Parish.	Description of Roadway.	Width of Roadway.
114	Henbury - - -	Main - - -	30 feet.
121	Henbury - - -	Main - - -	20 feet.
136	Henbury - - -	Main - - -	25 feet.
32	Filton - - -	Main - - -	35 feet.

The Company shall construct the approaches to the bridges carrying the said roads so that the width of the road at the foot of the approaches shall in each case be equal to the width of the existing road at that point and shall be gradually diminished until at each end of the bridges it shall correspond with the width of the road over the bridge as hereinbefore provided :

The metalling of all roads under the control of the council the levels of which are by this Act authorised to be altered shall be made up by the Company with materials of a similar character to the said roads as they at present exist and where there are footpaths alongside any of the said roads similar footpaths shall be provided on the altered portions of the roads and the width of the metalled portion of the road at the commencement of the approach shall be of an equal width to the metalled portion of the roadways at that point and shall be gradually diminished or increased (as the case may be) until it corresponds with the width of the metalled portion of the road over the bridge :

In altering the following main roads for the purposes of the said railway the Company shall make the same of inclinations not steeper than those hereinafter respectively mentioned (that is to say) :—

No. on deposited Plans.	Parish.	Description of Roadway.	Inclination.
114	Henbury -	Main	1 in 30 on both sides.
121	Henbury -	Main	1 in 25 on both sides.
136	Henbury -	Main	1 in 30 on north side and 1 in 20 on south side.

(c) No works affecting any main road or any bridge belonging to or under the control of the council or the approaches to any such bridge shall be constructed except in accordance with plans previously submitted to and reasonably approved in writing by the surveyor of the council and the said works shall be executed under the superintendence and to the reasonable satisfaction of the said surveyor. Provided that if the said surveyor omit to signify his approval or disapproval of the said plans during six weeks after the same shall have been submitted to him such omission shall be deemed an approval :

(d) The Company shall not permit within the county any of their bridges or works or any of their walls or parapets or screens so far as such bridges walls parapets or screens are adjacent to and visible from the road to be used for the posting of bills or other advertising purposes except such as relate to the business of the Company or of the Government or of any county or local authority :

(e) All bridges carrying any main road over the railways shall be constructed of sufficient strength to carry the traffic of the district including traction engine traffic :

(f) The Company shall not during the alteration of the level of any main road or footpath unnecessarily interrupt the drainage thereof and they shall make provision for the effectual drainage of all such roads and footpaths as are altered and the council shall afford every reasonable facility for effecting such drainage :

(g) The necessary channels footpaths and fencing of all diverted roads and of all main roads the gradients of which are altered to enable the railways to pass under them and the kerbs of all existing footpaths which are so altered shall be provided and fixed by the Company of a character similar to that on other parts of the same roads or footpaths to the reasonable satisfaction of the said surveyor and in particular all main roads which may be diverted or raised shall be made with a hand-pitched bottom nine inches deep and with four inches of consolidated broken stone of equal quality to the stone used in the said roads and such channels

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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 said surveyor for the period of six months after the completion of the works in this subsection referred to :

- (h) The Company shall be responsible for and make good to the council all costs losses damages and expenses which they may be put to or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the Company and the Company shall effectually indemnify and hold harmless the council from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission :
- (i) The reasonable costs charges and expenses of the said surveyor of the council of and incident to the approval of the said plans and the superintendence of the works shall be paid by the Company :
- (j) If any difference arise 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.

For protection of commissioners of sewers for lower level of county of Gloucester.

39. For the protection of the commissioners of sewers for the lower level of the county of Gloucester (in this section referred to as "the commissioners") and of the said level the following provisions shall unless otherwise agreed between the commissioners and the Company have effect (that is to say) :—

- (1) Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain rhine watercourse sea-wall defence or work under the jurisdiction or control of the commissioners the Company shall not commence such works until they have given to the commissioners one month's notice in writing of their intention to commence the same by leaving such notice at the office of the clerk of the commissioners with plans elevations sections and other

necessary particulars of the said works and the commissioners shall have signified their approval of the same or failed to do so within one month after the service of the said notice and delivery of the said plans and sections. If within the said period the commissioners shall have signified their disapproval of the said plans and sections such works shall not be commenced until plans and sections of the said works shall have been approved by an arbitrator to be appointed as hereinafter provided and all such works shall be executed by the Company according to such approved plans sections and other necessary particulars :

- (2) The Company shall comply with and conform to all reasonable directions and regulations of the commissioners in the execution and subsequent maintenance of the said works and shall where necessary provide by new altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers drains sea walls and other works hereinbefore referred to by reason of the said intended works or any part thereof and for preventing by reason of such works the influx of the sea or of the tidal waters of the River Severn in or upon any lands within the said level and shall save harmless the commissioners against all and every expense to be occasioned thereby :
- (3) All such works shall be done under the superintendence and to the reasonable satisfaction of the engineer of the commissioners at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the commissioners may be put to by reason of the works shall be paid to the commissioners by the Company and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the said works shall for ever afterwards remain under the jurisdiction and control of the commissioners and shall be maintained cleansed and kept in repair by and at the expense of the Company unless the same shall have been constructed

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by the Company in lieu of and in substitution for other works previously existing under the jurisdiction of the commissioners or by addition to or enlargement of such works in which cases in the event of difference between the commissioners and the Company it shall be determined by arbitration as hereinafter provided in what manner and proportions having regard to previous liabilities such last-mentioned works shall be maintained cleansed and kept in repair :

- 4) Any dispute which may arise under the last preceding subsection or as to the plans or designs or the mode of executing any such works as aforesaid shall unless otherwise agreed be determined by an arbitrator to be appointed on the application of either party by the Board of Trade.

For protec-
tion of Bar-
ton Regis
Rural Dis-
trict Council.

40. Notwithstanding anything in this Act contained the following provisions shall unless otherwise agreed between the Company and the Barton Regis Rural District Council (in this section called "the council") be observed and have effect with respect to the works in the district of the council by this Act authorised (that is to say) :—

- (1) The Company shall make the roadway over the bridge by which the road numbered on the deposited plans of Railway No. 14 101 in the parish of Henbury will be carried over the said railway of a width of twenty-seven feet :
- (2) No 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 except in accordance with plans previously submitted to and reasonably approved in writing by the surveyor of the council and the said works shall be executed under the superintendence and to the reasonable satisfaction of the said surveyor Provided that if the said surveyor omit to signify his approval or disapproval of the said plans during one month after the same shall have been submitted to him such omission shall be deemed an approval :
- (3) The Company shall make the arches of the bridges for carrying the said railway over the roads next hereinafter mentioned of heights and spans not less than

the heights and spans hereinafter mentioned (that is to say) :— A.D. 1904.

RAILWAY NO. 14.

No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
54	Henbury -	District -	15 feet -	20 feet.
41	Henbury -	District -	15 feet -	20 feet.

- (4) The roads numbered on the deposited plans of Railway No. 14 respectively 15 16 and 19 in the parish of Henbury shall be diverted and carried over the said railway in accordance with the plan signed in duplicate by the Right Honourable Lord Newton the Chairman of the Committee of the House of Lords to whom the the Bill for this Act was referred and one copy of which has been deposited in the Parliament Office of that House and the other in the Private Bill Office of the House of Commons and the footpaths numbered on the deposited plans for the said Railway 7 and 26 in the said parish shall be diverted as shown in red on the said plan :
- (5) All bridges carrying any district road over the railway shall be constructed of sufficient strength to carry the traffic of the district including traction engine traffic :
- (6)—(a) The Company shall divert the footpaths intersecting the enclosures numbered respectively on the deposited plans of the said Railway 34 36 and 37 in the said parish of Henbury and carry the same under the said railway by means of a subway not less than six feet in width and seven feet six inches high at a point to be selected by the Company in one of the fields numbered on the said plans 35 36 and 37 in the said parish :
- (b) The footpath intersecting the field numbered on the said plans 42 in the said parish shall be diverted on the north side of the said railway into the road numbered on the said plans 41 in the said parish :
- (c) The footpath intersecting the field numbered on the said plans 45 in the said parish shall be carried under the said railway by means of a subway not less than six feet in width and seven feet six inches high at

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a point to be selected by the Company in one of the fields numbered on the said plans 45 47 48 and 50 in the said parish :

- (d) In the event of the Company constructing a bridge to carry the said railway over the road numbered on the said plans 69 in the said parish the Company shall divert the footpath intersecting the enclosure numbered on the said plans 61 in the said parish on the south side of the said railway into the said road :
- (e) The footpaths intersecting the enclosures numbered respectively on the said plans 83 90 91 96 97 98 and 99 in the said parish shall be diverted and carried under the said railway by means of a subway not less than six feet in width and seven feet six inches high at a point to be selected by the Company in one of the fields numbered on the said plans 83 88 90 91 96 and 97 in the said parish :
- (f) The footpath intersecting the enclosure numbered on the said plans 104 in the said parish shall be diverted on the north side of the said railway into the road numbered on the said plans 101 in the said parish :
- (g) The footpath intersecting the enclosure numbered on the said plans 108 in the said parish shall be carried over the said railway by means of a bridge not less than six feet in width at a point to be selected by the Company in one of the fields numbered on the said plans 105 107 108 110 and 111 in the said parish :
- (h) The footpath intersecting the enclosure numbered on the said plans 112 in the said parish shall be diverted on the north side of the said railway into the road numbered on the said plans 114 in the said parish :
- (i) The footpath intersecting the enclosure numbered on the said plans 116 in the said parish shall be diverted on the north side of the said railway into the road numbered on the said plans 121 in the said parish :
- (j) The footpath intersecting the enclosure numbered on the said plans 128 in the said parish shall be diverted on the north side of the said railway into

the road numbered on the said plans 136 in the said parish : A.D. 1904.

- (k) The footpaths intersecting the enclosures numbered respectively on the said plans 145 146 and 147 in the said parish shall be carried over the said railway by means of a bridge not less than six feet in width at or near a point measured on the said plans 4 miles 4 chains from its commencement :
- (l) The footpath intersecting the enclosure numbered on the said plans 156 in the said parish shall be diverted on the north side of the said railway and carried over the tunnel to be constructed by the Company under the property numbered on the said plans 152 in the said parish :
- (m) The footpath intersecting the enclosure numbered on the said plans 12 in the parish of Filton shall be diverted on the north side of the said railway into the road numbered on the said plans 30 in the said parish of Filton :
- (7) The Company shall not during the alteration of the level of any district road or footpath unnecessarily interrupt the drainage thereof and they shall make provision for the reasonably effectual drainage of all such roads and footpaths as are altered and the council shall afford every reasonable facility for effecting such drainage :
- (8) The necessary channels footpaths and fencing of all diverted roads and of all district roads the gradients of which are altered to enable the railways to pass under them and the kerbs if any of all existing footpaths which are so altered shall be provided and fixed by the Company of a character similar to that on other parts of the same roads or footpaths to the reasonable satisfaction of the surveyor of the council and in particular all district roads which may be diverted or raised shall be made with a hand-pitched bottom nine inches deep and with four inches of consolidated broken stone of equal quality to the stone used in the said roads 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

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of the council for the period of six months after the completion of the works in this subsection referred to :

- (9) The Company shall be responsible for and make good to the council all costs losses damages and expenses which they may be put to or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the Company and the Company shall effectually indemnify and hold harmless the council from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission :
- (10) If the Company require for the purposes of their intended works the site of the road numbered on the deposited plans 54 in the parish of Henbury they shall divert the road along the northern boundary of the said Railway No. 14 :
- (11) The Company shall in constructing Railway No. 14 provide thereunder at such depth or depths as may be agreed upon between the Company and the council culverts three feet in diameter at or near points thereon 5 miles 4 furlongs 5 chains and 6 miles 2 furlongs 3 chains measured from the commencement of the railway to enable the council to lay therein such sewer or sewers as they may require :
- (12) 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 :
- (13) The Company shall at their own expense construct all necessary culverts where any watercourse is interfered with by the said railway :
- (14) The Company shall make up to the reasonable satisfaction of the surveyor of the council the road belonging to them abutting on the eastern side of the Company's Bristol and South Wales Union Railway and extending from Gipsy Patch Lane to the main road between Bristol and Thornbury and thereafter the same shall be taken over by the council and by the Thornbury Rural District Council so far as the same is situated in their respective districts and shall be maintained by them as a road repairable by the inhabitants at large :

(15) The Company shall upon the necessary land being given up to them for the purpose by the owners thereof widen the road connecting the last-mentioned road with the public road abutting on Little Stoke Farm to a width of twenty feet throughout including a foot-path on one side thereof of a width of five feet and the said portion of road shall thereafter be maintained by the council as a road repairable by the inhabitants at large: A.D. 1904.
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(16) If any difference arise 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.

41. For the protection of John Atkin Waller of Pen Park in the parish of Westbury-upon-Trym in the county of Gloucester his heirs successors and assigns (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the owner and the Company have effect (that is to say):— For protection of
John Atkin
Waller.

(1) If and whenever by reason of the construction or maintenance of Railway No. 14 by this Act authorised and the works connected therewith any of the wells upon or water supply to the lands farms houses or property of the owner should be interfered with or in any way affected the Company shall at their own expense either sink the said wells to such further depth as will restore the water supply to the reasonable satisfaction of the owner or his surveyor or provide new wells in substitution therefor in convenient places or extend the mains of the Bristol Waterworks Company to the said property and lay on the water from the said mains so as to make good the water supply so interfered with or affected with all necessary pipes taps and other fittings as may be required for such water supply to the reasonable satisfaction of the owner or his surveyor And in the event of the said wells or springs at any time becoming useless or dried up by reason of the construction or maintenance of the said railway or works connected therewith the Company shall in addition to bringing a water supply from the said Bristol

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Waterworks as aforesaid further pay to the owner such a capitalised sum as in the opinion of an arbitrator to be appointed as hereinafter provided shall represent the additional annual expense (if any) which the owner may be put to in so obtaining such supply in lieu of the existing supply :

- (2) The Company shall before commencing the construction of the said railway and works connected therewith where it is proposed to construct them through and upon the fields numbered on the deposited plans respectively 147 150 and 151 in the parish of Henbury construct at their own cost and expense on the south side of the said proposed railway at a point to be agreed on between the engineer of the Company and the owner or his surveyor a pool for the supply of the fields south of the said railway such pool to be of good and sufficient size and properly puddled pitched paved and walled round to the satisfaction of the owner :
- (3) The Company shall at their own sole cost and expense construct and for ever maintain at a point to be reasonably approved of by the owner or his surveyor between the fields numbered respectively on the deposited plans 158 in the parish of Henbury and 1 in the parish of Westbury-upon-Trym a bridge not less than twelve feet in width properly constructed together with all necessary parapets bridge approaches and gates thereto so as to afford convenient and unrestricted access from one part of the owner's property to the other and as a way over the bridge and the said bridge approaches shall be properly metalled and maintained by the Company at their own cost :
- (4) In the event of the Company interfering with the occupation roads or gates or with the course of any existing stream watercourse ditch bank or field drain in or upon the estate of the owner they shall provide reasonably convenient occupation roads and gates in substitution therefor and shall construct such sufficient culverts or other works as may be required to provide for the proper and sufficient flow of the said existing stream watercourses ditches and drains to the reasonable satisfaction of the owner :

(5) The Company shall not at any time during the construction of the said railway erect or suffer to be erected any huts or shelters (other than workshops) for their workmen or employees within a less distance than half a mile in any direction from the present entrance lodge situate upon the Pen Park Estate in the parish of Henbury :

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(6) This section is in addition to and not in substitution for any rights for compensation or protection the owner may have under any other Act or Acts of Parliament :

(7) Any difference which may arise between the Company and the owner with respect to any of the provisions of this section shall be from time to time determined by arbitration in the manner prescribed by the Lands Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

42. For the protection of Cecil Henry Spencer Perceval or other the owner or owners for the time being of the Severn House Estate in the parish of Henbury in the county of Gloucester (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the owner and the Company have effect (that is to say):—

For protection of Cecil Henry Spencer Perceval.

(1) Notwithstanding anything in this Act contained or shown on the deposited plans—

(a) The Company shall not enter upon take or use any portions of the properties numbered on the deposited plans 98 99 and 103 respectively in the parish of Henbury which lie to the southward of the line coloured red on the plan signed by William Wylie Grierson on behalf of the Company and William Trotman Howes on behalf of the owner ;

(b) The Company shall if required by the owner so to do purchase the whole of the portions of the said properties numbered respectively 98 99 and 103 which lie to the northward of any portions thereof purchased and acquired by the Company under the powers of this Act and such purchase shall be deemed to be a purchase of lands otherwise than by agreement :

(2) In the event of the present pond situate in the said property numbered 98 or the supply of water thereto or

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the sloping approach for cattle to the water level of the said pond being interfered with by the construction of Railway No. 14 or the exercise of the powers of this Act the Company shall provide to the satisfaction of the owner or his agent as good and convenient a supply of water and sloping approach as those now existing Provided that if the existing approach only shall be interfered with the Company shall in lieu thereof only be required to provide a suitable and equally convenient sloping approach for cattle to the water level of the said pond :

(3) If and whenever by reason of the construction or maintenance of the said railway the supply of water in any of the wells upon the estate of the owner in the said parish shall be interfered with or in any way affected the Company shall at their own expense at once either sink the said wells to such further depth as will be sufficient to give a water supply to the estate at least equal to that now afforded by the said wells and to the reasonable satisfaction of the owner or his surveyor or shall at the like cost and to the like satisfaction extend or secure the extension of the mains of the council or waterworks company supplying the district to the said estate and lay and maintain all pipes and other apparatus necessary for bringing the water from the said mains to the estate of the owner so as to give to the said estate and the houses and buildings thereon a water supply at least equal to the water supply so interfered with or affected and the Company shall pay and indemnify the owner against all expenses they may incur or be put to in obtaining or in connection with such water supply either from the said wells or the said mains as the case may be so far as such expenses shall by reason of interference with the said wells or of the said wells being affected by the construction or maintenance of the railway exceed the expense to which the owner is now put in obtaining such supply :

(4) If by the construction of the said railway or the exercise of the powers of this Act the drainage of the said estate or any house lodge farms or other building thereon be interfered with or rendered less efficient the Company shall at their own expense provide to

the reasonable satisfaction of the owner works either by the building of cesspools or by the construction of any other works which the owner may reasonably determine to be necessary so as to prevent such interference or to make such drainage as complete and effective as it now is :

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- (5) Any stones removed from the wall forming the northern boundary of the grounds of Severn House or from any other walls on the estate shall be removed by the Company to such place on the estate as the owner or his agent may reasonably require :
- (6) Nothing in this section contained and no requirement of the owner shall be construed in any way to relieve the Company from any liability they would otherwise be under for any damage or injury to the said estate or any part thereof arising from the construction or maintenance or user of the said railway or otherwise by the exercise of the powers of this Act :
- (7) Any difference which may at any time arise between the owner and the Company with respect to any matter in this section shall be settled by an arbitrator to be appointed unless otherwise agreed upon by the Board of Trade on the application of either party.

43. The following provisions for the protection of William Bennett of Wyck House in the parish of Henbury shall unless otherwise agreed between him and the Company apply and have effect (that is to say) :—

For protection of William Bennett.

- (1) The southern approach to the bridge carrying the road numbered on the deposited plans 121 in the parish of Henbury over Railway No. 14 by this Act authorised shall not extend south of the point marked "C" on the plan signed by William Wylie Grierson on behalf of the Company and George Pearson on behalf of the said William Bennett :
- (2) The culvert ditch or other work which the Company may construct to convey the water from the Catbrain Rhine on the northern side of the said railway shall not be connected with the water flowing from the Knowle Rhine numbered on the deposited plans 117 in the said parish east of the point marked "A" on

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the plan signed as aforesaid and the Company shall widen the brook between the points "A" and "B" on the said plan to the extent and in the manner shown thereon and shall if necessary deepen the same between the said points as an additional safeguard against the flooding of the said road.

For pro-
tection of
Cricklade
and Wootton
Bassett
Rural Dis-
trict Council.

44. For the protection of the rural district council for the district of Cricklade and Wootton Bassett (in this section called "the council") the following provisions shall except so far as the Company and the council may otherwise agree in writing apply and have effect (that is to say) :—

- (1) In the event of the council at any time constructing a road leading from Hunt Mill Lane in the parish of Wootton Bassett so as to form a connection with the Marlborough Road in the same parish the Company shall pay to the council the sum of four hundred and fifty pounds towards the cost of construction of such road within one month from the completion thereof :
- (2) The junction of the said road with Hunt Mill Lane shall be at such point in that lane as the council may determine between the bridge carrying that lane over the main line of the railway of the Company and White Hill Lane and the said road shall be so constructed as to enable the Company to make a convenient and reasonably economical roadway connecting the said road with their station yard at Wootton Bassett :
- (3) On completion of the widening (Wootton Bassett to Swindon) authorised by this Act or of the before-mentioned road whichever shall first happen the council shall consent to the Company stopping up and discontinuing so much of the footpath crossing their railway at the western end of the Wootton Bassett Station as is situate upon the property of the Company Provided that if the said widening shall have been completed before the council have commenced to construct the before-mentioned road the Company shall at their own cost make a new footpath from the point where the before-mentioned footpath crosses the Wilts and Berks Canal to a point in the Marlborough Road near to the approach to the Wootton Bassett Station :

(4) Any expenses incurred by the council under this section shall be deemed to be expenses incurred by them under and for the purposes of the Public Health Act 1875 and for the purposes of this section the council shall have the powers of an urban authority under the said Act: A.D. 1904.

(5) If any dispute shall arise under this section between the Company and the council the same shall be determined by an arbitrator to be appointed in case of difference on the application of either party by the President of the Institution of Civil Engineers.

45. Nothing in this Act contained shall empower the Company to enter upon take or use any portion of the property numbered on the deposited plans relating to the deviation of the Windsor and Ascot Railway 55 in the parish of Clewer Without without the consent in writing of Thomas Wethered and Sons Limited and of William George Cox of Jubilee Cottage Dedworth Green in the county of Berks. For protection of Thomas Wethered and Sons Limited.

46. The following provisions for the protection and benefit of Gilbert Gordon Blane or other the owner or owners for the time being of Nobbscrook Farm in the parish of Winkfield and of the lands hereinafter mentioned (all of whom are in this section included in the expression "the owner") shall unless otherwise agreed between the owner and the Company have full effect and be binding upon the Company (namely):— For protection of Gilbert Gordon Blane.

(1) In the event of the Company's works interfering with the supply of water in the well on the land numbered on the deposited plans 21 in the parish of Winkfield or with the supply of water to the two ponds on land numbered on the deposited plans 24 in the same parish the Company shall unless the Company can by other means make good and restore such supply cause a full and proper supply of water to be made by carrying the main of the South West Suburban Water Company from the nearest point along the main road up to the said ponds and to such other point near to the said well as the owner may select and fix stand pipes and taps and meters and everything else necessary for the supply:

(2) Notwithstanding anything contained in the section of this Act of which the marginal note is "Power to acquire

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easements for constructing tunnel on railways &c.” the Company shall pay full compensation for any easement acquired by them under that section according to the general law but shall have no title to or conveyance of any portion of the ground above such tunnel and it shall be lawful for the owner at all times hereafter to build on the land above such tunnel and otherwise deal with the land (provided that no injury shall or may be done to the stability of such tunnel) as his own exclusive property and the Company shall have no rights whatsoever through under or on the same other than an easement of constructing maintaining and using the said railway in accordance with the provisions of this Act.

For protection of owner of Oakley Place Farm.

47. The following provisions for the protection and benefit of James John Loudon McAdam or other the owner or owners for the time being of Oakley Place Farm in the parish of Bray and of the lands hereinafter mentioned (all of whom are in this section included in the expression “the owner”) shall unless otherwise agreed between the owner and the Company have full effect and be binding upon the Company (namely):—

(1) The Company shall provide access by a bridge or otherwise at least twelve feet wide in the clear across the railway where the same shall pass through the lands numbered on the deposited plans 6 in the parish of Bray on the north and south sides of the railway at points to be agreed between the owner and the Company or failing agreement to be settled by an arbitrator to be appointed as hereinafter provided who shall take into consideration the levels of the railway as proposed to be constructed through the said lands or the Company shall in the alternative purchase and acquire from the owner the severed portions of the fields numbered 4 and 6 in the said parish:

(2) The Company shall not permit any huts or sleeping accommodation to be erected during the construction of the works on the said lands and shall not at any time build cottages on any of such lands without the consent in writing of the owner and shall not erect on any of such lands any dwellings which they may be required to provide under the section of the Windsor

and Ascot Railway Act 1898 of which the marginal note is "Restrictions on displacing persons of the labouring class":

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- (3) The Company shall pay to the owner the reasonable cost of grubbing fences or of erecting new fences where required by him on land severed or interfered with by the railway:
- (4) It shall not be lawful for the Company or their servants or agents to shoot from any land taken from the owner for purposes of the railway either during or after its construction and all sporting rights over the said lands are hereby strictly reserved for the benefit and use of the owner:
- (5) If any difference shall arise between the owner and the Company with reference to any matters provided for by this section the same shall be settled by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers.

48. The following provisions for the protection and benefit of Victor William Bates Van De Weyer or other the owner or owners for the time being of the New Lodge Estate Windsor Forest in the county of Berks and the lands hereinafter mentioned (all of whom are in this section included in the expression "the owner") shall have full effect and be binding upon the Company (that is to say) :—

For protec-
tion of New
Lodge Estate
Windsor.

- (1) The Company shall erect a station on some or one of the fields numbered on the deposited plans 6 7 8 and 9 in the parish of Bray and the Company shall make an approach to such station from the Oakley Green Road:
- (2) The Company shall not at any time erect a public-house or premises licensed for the sale of beer wines or spirits on any land taken from the owner or on any land within a mile of the station to be erected under paragraph (1) hereof except a refreshment room at the station premises but such refreshment room shall be accessible only from the platforms Provided nevertheless that the owner shall have full liberty to object to a licence for the refreshment room when applied for ;

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- (3) The Company shall provide access by a bridge over the railway at least twelve feet wide in the clear to and from the east and west of the land numbered on the deposited plans 15 in the parish of Winkfield and such access may be provided by a twelve feet road over the mouth of the tunnel if and when constructed :
- (4) The Company shall provide access by a bridge over the railway at least twelve feet wide in the clear to and from the east and west of the land numbered on the deposited plans 13 and 14 in the same parish :
- (5) The railway shall not be constructed within fifty feet of the fox cover adjoining the field numbered 11 on the deposited plans in the same parish so that the west fence of the railway shall lie fifty feet from the eastern point of such cover :
- (6) In the event of the railway interfering with the existing supply of water to the ponds in the field numbered 11 on the deposited plans in the parish of Winkfield the Company shall provide such pipe or trench across the railway as may be sufficient to conduct such supply to the said ponds :
- (7) The Company shall make the parapets of the bridge for carrying Winkfield Street over the railway numbered on the deposited plans 8 in the same parish of not less than five feet in height :
- (8) The Company shall provide access by a bridge over the Railway No. 2 authorised by the Windsor and Ascot Railway Act 1898 twelve feet in width in the clear at some point in the fields numbered on the deposited plans relating to that Railway 24 29 or 30 in the same parish :
- (9) The company shall not permit any huts or sleeping accommodation to be erected during the construction of the works on land purchased from the owner or on the fields numbered on the deposited plans 16 17 18 19 20 21 22 23 and 24 in the parish of Winkfield and on the fields numbered on the deposited plans 1 4 and 6 in the parish of Bray without the owner's consent :
- (10) The Company shall not at any time build cottages on any land taken from the owner without his consent in

writing and shall not erect on any of such land any dwellings which they may be required to provide under the section of the Windsor and Ascot Railway Act 1898 of which the marginal note is "Restrictions on displacing persons of the labouring class":

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- (11) The Company shall pay to the owner the reasonable cost of grubbing fences or of erecting new fences where required by him on land severed or interfered with by the railway:
- (12) The Company shall make good all field drains interfered with by the railway and shall provide proper means for carrying off all surplus water so as to prevent flooding the property of the owner:
- (13) It shall not be lawful for the Company or their servants or agents to shoot from any land taken from the owner for purposes of the railway either during or after its construction and all sporting rights over the said lands are hereby strictly reserved for the benefit and use of the owner:
- (14) The Company shall not unless with the owner's consent apply for any further extension of time for the taking of lands or for the construction of the Windsor and Ascot Railway unless substantial progress has been made with the works:
- (15) Nothing herein contained shall prejudice or affect the right of the owner to claim accommodation works under the Railways Clauses Consolidation Act 1845 or any claim for compensation he may make under the Lands Clauses Acts as to taking any part of his property.

49. 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.

Period for completion of railways.

50. If the Company fail within the period limited by this Act to complete the railways and open the same other than Railway No. 13 for the public conveyance of passengers and Railway No. 13 for public traffic the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the

Imposing penalty unless railways opened.

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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 want of sufficient funds shall not be held to be a circumstance beyond their control.

Application
of penalty.

51. 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.

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money

recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in 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.

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52. The Company may abandon the construction of so much of the Railway No. 2 authorised by the Windsor and Ascot Railway Act 1898 as lies between the commencement and termination of the deviation of that railway authorised by this Act.

Company may abandon portion of authorised line.

53. The abandonment by the Company under the authority of this Act of the said portion of railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Windsor and Ascot Railway Act 1898.

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

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

Compensation to be made in respect of portion of railway abandoned.

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Power to
make new
roads and
alterations of
roads foot-
paths &c.

55. Subject to the provisions of this Act the Company may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the reconstruction of a viaduct the widenings and lengthenings of bridges and the new roads and footpaths and alterations and deviations of roads and footpaths and other works hereinafter mentioned and may stop up and discontinue the portions of roads streets and footpaths and exercise the other powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes and also the lands hereinafter mentioned and delineated and described as aforesaid (that is to say) :—

CANN VIADUCT.

They may make and maintain the reconstruction in the parishes of Egg Buckland and Plympton St. Mary in the county of Devon of the viaduct on the Company's Launceston Branch Railway known as Cann Viaduct and lying between points respectively about 11 chains north and 8 chains south of the River Plym.

MAIN LINE.

They may make and maintain on the main line of railway of the Company the widenings and lengthenings of bridges and diversions of roads hereinafter mentioned and in connection therewith they may enter upon take use and hold the lands hereinafter described (that is to say) :—

The widenings of the following bridges which carry the said main line over the roads and canals hereinafter specified in the parishes and counties hereinafter mentioned :—

Road or Canal.	Side of Bridge on which Widening is to be made.	Parish.	County.
Wilts and Berks Canal	Northern	Rourton	Berks.
Wilts and Berks Canal	North-western	Compton Beauchamp and Uffington.	Berks.
Road leading from Uffington to Faringdon.	Northern	Woolstone in the rural district of Faringdon.	Berks.
Road leading from Kingston Lisle to Costards Farm.	Northern	Balking in the rural district of Faringdon.	Berks.
Wilts and Berks Canal	Northern	Ardington	Berks.

[4 EDW. 7.] *Great Western Railway Act, 1904.* [Ch. cxcvii.]

The lengthenings of the following bridges which carry the roads hereinafter specified in the parishes and counties hereinafter mentioned over the said main line:—

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Road.	End of Bridge at which Lengthening is to be made.	Parish.	County.
Road leading from Fairholm to Stratton Saint Margaret.	North-western	Stratton Saint Margaret -	Wilts.
Road leading from Wanborough to Stratton Saint Margaret.	North-western	Stratton Saint Margaret -	Wilts.
Road leading from Stratton Park to South Marston.	North-western	South Marston - -	Wilts.
Road leading from Bourton to Lowerfield Wood.	Northern -	Bourton - -	Berks.
Stepping Stone Lane -	Northern -	Bourton - -	Berks.
Road leading from Stainswick Farm to Shrivvenham Station.	Northern -	Shrivvenham - -	Berks.
Road leading from Compton Beauchamp to Broadlaze Farm.	North-western	Shrivvenham - -	Berks.
Road leading from Uffington to Balking.	Northern -	Balking in the rural district of Faringdon.	Berks.
Road leading from East Challow to Stamford-in-the-Vale.	Northern -	West Challow in the rural district of Wantage.	Berks.
Road leading from Wantage to East Hanney.	Northern -	Grove - - -	Berks.
Road leading from East Ilsley to Abingdon.	Northern -	Steventon - -	Berks.
Vauxhall Lane - -	Northern -	Didcot - - -	Berks.

Provided that in carrying out the said lengthenings of bridges the Company shall not alter the gradients of the roads over the said bridges so as to make them in any case steeper than one in twenty :

Provided that notwithstanding anything contained in this Act the Company shall not purchase or acquire for the purposes of the lengthening of the bridge carrying the said road leading from Uffington to Balking over the said main line any portion exceeding twenty-five perches in extent of certain lands in the said parish of Balking which are or are reputed to be common or commonable lands known as Balking Green :

They may in the parish of Shrivvenham in the county of Berks alter and divert so much of the road leading from Ashbury to Shrivvenham which crosses the said main line on the level at Ashbury Crossing as lies between points respectively about 8 chains south-east and 8 chains north-west of the said crossing :

They may in the parishes of Compton Beauchamp and Longcot in the county of Berks stop up and discontinue so much of the

A.D. 1904. — road leading from Uffington to Longcot which crosses the said main line on the level at Knighton Crossing as lies between points respectively about $1\frac{1}{2}$ chains south-east and 8 chains north-west of the said crossing and in lieu thereof may make a new road from a point in the said road 9 chains or thereabouts east of the said crossing to the said point in the said road hereinbefore described north-west of the said crossing :

And they may enter upon take use and hold—

In the county of Wilts—

Certain lands in the parish of Stratton Saint Margaret lying on and adjoining the south-eastern side of the said main line and between points respectively 15 chains and 31 chains or thereabouts north-east of the junction of the Company's Swindon and Highworth Branch with the said main line :

Certain other lands in the said parish of Stratton Saint Margaret and in the parish of South Marston lying on and adjoining the north-western side of the said main line and between points respectively 74 chains or thereabouts south-west and 27 chains or thereabouts north-east of the bridge carrying the road leading from Wanborough to Stratton Saint Margaret over the said main line.

In the counties of Wilts and Berks—

Certain lands in the parishes of South Marston and Highworth and in the parishes of Bourton and Shrivenham lying on and adjoining the northern side of the said main line and between points respectively about 18 chains east of the bridge carrying the said main line over the road leading from South Marston to Longleaze Farm and 8 chains east of the bridge carrying the public road over the said main line at Shrivenham Station.

In the county of Berks—

Certain lands in the parishes of Bourton and Shrivenham lying on and adjoining the southern side of the said main line and between the bridge carrying Stepping Stone Lane over the said main line and Shrivenham Station :

Certain lands in the parishes of Woolstone and Balking in the rural district of Faringdon and in the parishes of Uffington Kingston Lisle and Fawler Sparsholt and Childrey and the parish of West Challow in the rural district of Wantage lying on and adjoining the northern side of the main line of the Company and extending from a point 64 chains or thereabouts west of the bridge carrying the said main line over the road leading from Uffington

[4 EDW. 7.] *Great Western Railway Act, 1904.* [Ch. cxcvii.]

to Faringdon to a point 19 chains or thereabouts east of the bridge carrying the public road over the said main line at Challow Station : A.D. 1904.

Certain other lands in the said parish of Grove lying on and adjoining the northern side of the said main line and extending from the road leading from Wantage to Hanney which crosses the said main line on the level at Hanney's Crossing to a point 16 chains or thereabouts east of the bridge carrying the road leading from Wantage to East Hanney over the said main line :

Certain lands in the parish of Grove and in the parish of Charlton in the rural district of Wantage lying on and adjoining the southern side of the said main line and between points respectively 4 chains and 36 chains or thereabouts east of the bridge carrying the road leading from Wantage to East Hanney over the said main line :

Certain lands in the parish of East Lockinge in the rural district of Wantage and in the parishes of Ardington and West Hendred lying on and adjoining the northern side of the said main line and between points respectively 56 chains or thereabouts west and 11 chains or thereabouts east of the bridge carrying the said main line over Ardington Lane :

Certain lands in the parish of Steventon lying on and adjoining the northern side of the said main line and between points respectively 14 chains or thereabouts west and 59 chains or thereabouts east of Causeway Crossing.

HONEYBOURNE.

In the parish of Cow-Honeybourne in the county of Gloucester and in the parish of Church Honeybourne in the rural district of Evesham in the county of Worcester—

They may make and maintain the lengthening at the northern end of the bridge carrying Icknield Street over the Oxford Worcester and Wolverhampton Railway of the Company at Honeybourne Station and so that the inclination of the same shall not be steeper than one in twenty-five and may stop up and discontinue so much of the footpath which crosses the said Oxford Worcester and Wolverhampton Railway on the level 5 chains or thereabouts north-west of the said station as lies between its junction with Icknield Street and a point 2 chains or thereabouts south-west of the south-western boundary of the said railway and in lieu thereof they may make a new footpath from the last-mentioned point to a point in the said street 6 chains or thereabouts south-east of the said bridge and they may enter upon take use and hold certain

A.D. 1904. — lands in the same parishes lying on and adjoining the south side of the said railway and between points respectively about 33 chains west and 30 chains east of the said bridge and certain other lands in the said parish of Cow-Honeybourne lying on and adjoining the northern side of the said railway and extending in a westerly direction for a distance of about 33 chains from the said bridge.

WIDENING BETWEEN OLTON AND WIDNEY MANOR.

They may in the parish of Solihull in the county of Warwick make and maintain the widening on the eastern side of the bridge which carries the Company's Oxford and Birmingham Railway over New Warwick Road :

They may in the said parish of Solihull make and maintain the lengthening at both ends of the bridge carrying the road known as Milliners Lane over the said Oxford and Birmingham Railway :

They may in the said parish of Solihull make and maintain the lengthening at the eastern end of the bridge carrying Shirley Road over the said Oxford and Birmingham Railway :

They may in the said parish of Solihull make and maintain the widening on the north-eastern side of the bridge which carries the said Oxford and Birmingham Railway over Blossomfield Road :

They may in the said parish of Solihull make and maintain the widening on the north-eastern side of the bridge which carries the said Oxford and Birmingham Railway over the road known as Fairfields Lane :

And they may enter upon take use and hold—

Certain lands in the said parish of Solihull lying on and adjoining the north-eastern side of the said Oxford and Birmingham Railway and extending from Olton Reservoir to the bridge carrying the said railway over the road leading from Hillfield Hall to High Street Solihull :

Certain other lands in the said parish of Solihull lying on and adjoining the south-western side of the said Oxford and Birmingham Railway and between points respectively about 28 chains and 48 chains south-east of the bridge carrying the said railway over New Warwick Road :

Certain other lands in the said parish of Solihull lying on and adjoining the south-western side of the said Oxford and Birmingham Railway and at and near Solihull Station.

DIVERSION OF RIVER COLE.

In the parish and rural district of Yardley in the county of Worcester and in the county borough of Birmingham in the county of Warwick—

They may alter and divert so much of the River Cole as extends from a point on that river 48 yards or thereabouts south-west of the junction therewith of the leat leading to and connected with Hay Mills Tyseley to the point where the said river passes under the Warwick and Birmingham Canal and they may stop up so much of the said Mill Leat as extends from the said point of junction to the north-east boundary of the Company's Oxford and Birmingham Railway and in lieu thereof they may make a new leat commencing in the said river as diverted on the north-east side of the said railway and terminating in the said existing leat on the same side of the railway and may also stop up so much of the River Cole as lies between the points of commencement and termination of the proposed alteration or diversion thereof.

DROITWICH.

In the borough of Droitwich in the county of Worcester—

They may make and maintain the widening on the western side of the bridge which carries the Oxford Worcester and Wolverhampton Railway of the Company over the Droitwich Canal near the junction of the Company's Stoke Prior Branch Railway with the said railway :

They may make and maintain the widening on both sides of the bridges which carry the said branch railway over Hampton Road and Vines Lane respectively :

And may enter upon take use and hold—

Certain lands in the same borough lying on and adjoining the western side of the said Oxford Worcester and Wolverhampton Railway and at and near the junction therewith of the said branch railway.

NEWNHAM.

In the parish of Knighton-on-Teme in the county of Worcester—

They may make and maintain the lengthening at the southern end of the bridge carrying the public road over the Tenbury and Bewdley Railway of the Company at the eastern end of Newnham Bridge Station :

And may enter upon take use and hold—

Certain lands in the same parish lying on and adjoining both sides of the said railway and extending in a north-easterly direction for a distance of 6 chains or thereabouts from the said bridge.

NEWPORT.

In the county borough of Newport in the county of Monmouth—

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They may make and maintain the widening on both sides of the bridges which carry the Company's South Wales Railway over East Usk Road and Chepstow Road respectively and on the south side of the bridge which carries the said railway over Caerleon Road.

PONTYPOOL ROAD.

In the urban district of Panteg in the county of Monmouth—

They may make and maintain the widening on both sides of the bridge which carries the Newport Abergavenny and Hereford Railway of the Company over the River Avon Llwyd and in connection therewith they may alter and divert so much of the footpath which crosses the said river at the south-eastern side of the said bridge as lies between points respectively about 2 chains south-west and 2 chains north-east of the said river:

They may make and maintain the alteration and diversion of so much of the footpath leading from Coed-y-Canddo Farm to Court Farm and which intersects the field or enclosure No. 310 on the 25-inch Ordnance map of the parish of Llanvihangel Pontymoil (second edition 1901) as lies between the north-eastern boundary of the said field or enclosure and a point 8 chains or thereabouts south-west thereof and may stop up the footpath along the north-western boundary of the Company's Newport Abergavenny and Hereford Railway which extends from a junction with the first-mentioned footpath at or near the south-western boundary of the said field or enclosure to the bridge carrying the main road over the said railway at Pontypool Road Station:

Provided always that the footpath leading across the field or enclosure numbered 315 on the said Ordnance map under the said railway to the said first-mentioned footpath shall be diverted and continued to meet the said diverted footpath in the manner shown in red upon the plan signed in duplicate by William Wylie Grierson on behalf of the Company and by Thomas Percival Holmes Watkins on behalf of the urban district council of Panteg and that a new public footpath shall be made by the Company from the point marked "A" on the said plan along the south-eastern boundary of the said railway to the said bridge carrying the main road over the said railway:

They may enter upon take use and hold certain lands in the said parish of Llanvihangel Pontymoil lying on both sides of the said railway and extending in a north-easterly direction for a distance of 51 chains or thereabouts north-east of the said bridge at Pontypool Road Station.

LANDORE VIADUCT.

A. D. 1904.

In the county borough of Swansea in the county of Glamorgan—

They may make and maintain the widening on the south-eastern side of the viaduct (known as Landore Viaduct) which carries the South Wales Railway of the Company over the Swansea Canal near Landore Station for a distance of 6 chains or thereabouts from its south-western end.

SWANSEA.

In the county borough of Swansea in the county of Glamorgan—

They may make and maintain the widening on the western side of the bridges carrying the Company's Swansea Branch Railway over Pottery Street and Powell Street respectively and may enter upon take use and hold certain lands in the said parish lying on and adjoining the western side of the said railway and abutting on Pottery Street Powell Street and Jockey Street respectively.

CORSHAM.

In the parish of Corsham in the county of Wilts—

They may stop up and discontinue so much of the footpath leading from Corsham to Quarter's Lane which crosses the Company's main line of railway on the level at or near the mile post on that railway indicating 98 miles from Paddington as lies between its junction with the road leading from Corsham to Chapel Knapp and the southern boundary of the said railway and in lieu thereof they may make a new footpath along the said boundary from the before-mentioned footpath to the said road and may enter upon take use and hold certain lands in the same parish lying on and adjoining the northern side of the said railway east of and near to the said footpath.

SALTFORD.

In the parish of Saltford in the county of Somerset—

They may alter and divert so much of the footpath which crosses the Company's main line of railway at a point 8 chains or thereabouts north-west of Saltford Station as lies between the south-western end of the footbridge carrying the said footpath over the said railway and its junction with Bath Road and may enter upon take use and hold certain lands lying between the said railway and Bath Road and at and near Saltford Station.

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STAPLETON ROAD.

In the city and county borough of Bristol in the county of Gloucester—

They may stop up and discontinue the footpath along the south-western side of the Company's Clifton Extension Railway extending from Treefield Road to Sandbed Lane and in lieu thereof they may make a new footpath from a point in Treefield Road $\frac{1}{2}$ chain or thereabouts south-west of the junction of the existing footpath with that road to a point in Sandbed Lane $1\frac{1}{2}$ chains or thereabouts south of the junction of the existing footpath with that lane and may enter upon take use and hold certain lands in the same parish lying on and adjoining the south-western side of the said railway and extending from Treefield Road to Sandbed Lane.

PERSHORE.

In the parish of Pinvin in the county of Worcester—

They may alter and divert so much of the footpath which crosses the Company's Oxford Worcester and Wolverhampton Railway on the level at a point 11 chains or thereabouts east of Pershore Station as lies between the northern boundary of the Company's property and a point in the said footpath on the southern side of the said railway $2\frac{1}{2}$ chains or thereabouts west of the said level crossing and may enter upon take use and hold certain lands in the same parish lying on and adjoining the southern side of the said railway and at and near the said level crossing.

LLANCAIACH.

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

They may alter and divert so much of the occupation road and footpath which crosses the Company's Aberdare Extension Railway on the level at a point 15 chains or thereabouts north-west of Llancaiach Station as lies between points respectively about $2\frac{1}{2}$ chains south-west and 3 chains north-east of the said crossing and may enter upon take use and hold certain lands on both sides of the said railway and extending from Llancaiach Station to the bridge carrying the road leading from Pont Newydd to Caerphilly over the said railway.

MYNYDD-BACH-Y-GLO.

In the parish of Cockett in the county of Glamorgan—

They may stop up and discontinue so much of the road from Wannarlwydd to Pentre which crosses the South Wales Railway of

the Company at the level crossing known as the Mynydd-bach-y-Glo level crossing as lies between the boundaries of the Company's property and in lieu thereof they may make a new road commencing by a junction with the said existing road at a point 20 chains or thereabouts south-westward of the said level crossing and terminating by a junction with the road which passes under the said railway 13 chains or thereabouts west of the said level crossing at a point $5\frac{1}{2}$ chains or thereabouts north of the said railway:

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Provided that notwithstanding anything contained in this Act the Company shall not purchase or acquire for the purposes of the said intended road any portion exceeding 1 acre and 20 perches in extent of certain lands in the said parish which are or are reputed to be common or commonable lands known as Mynydd-bach-y-Glo Common.

56. Notwithstanding anything shown on the deposited plans and sections the following provisions for the protection of the Berkshire County Council (in this section referred to as "the council") shall apply and have effect (that is to say):—

For protection of Berkshire County Council.

- (1) The lengthened portion of the bridge carrying Vauxhall Lane in the parish of Didcot over the main line of railway of the Company shall be constructed of a width not less than twenty feet between the parapets:
- (2) The Company shall not without the consent in writing of the council enter upon take or use any portion of the properties numbered on the deposited plans relating to lands on the said main line between Swindon and Didcot 7 and 8 in the parish of Balking in the rural district of Faringdon.

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

For protection of Highworth Rural District Council.

If and when the Company widen their main line of railway at or near the points hereinafter mentioned they shall concurrently with the carrying out of such widening—

- (a) Construct a footbridge not less than five feet in width for carrying over the said railway the public footpath which now crosses that railway on the level at a point 27 chains or thereabouts westward of the post on that railway indicating 75 miles from Paddington; and

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(b) Either construct a footbridge not less than five feet in width for carrying over the said railway the public footpath which now crosses that railway on the level at the signal cabin situate to the eastward of and near to the post on that railway indicating 74 miles from Paddington or divert the said footpath and carry the same over the said railway by means of any bridge which may be constructed by the Company for carrying the existing occupation road which crosses the said railway at the point aforesaid over the railway and on the completion and opening of either of the bridges in this subsection mentioned all rights of way over the footpath which crosses the said railway on the level at a point 300 yards or thereabouts west of the said signal cabin shall cease and determine.

For protection of
Bristol Gas
Company.

58. For the protection of the Bristol Gas Company the following provisions shall have effect (that is to say):—

- (1) In this section the expression “the gas company” shall mean the Bristol Gas Company:
- (2) Nothing in this Act contained shall deprive the gas company of the powers and privileges conferred upon them by any Act or Acts of Parliament of laying down and maintaining as occasion may require and repairing renewing and altering any mains or pipes 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:
- (3) At least fourteen days before commencing the execution 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 pipes or apparatus of the gas company the Company shall submit to the gas company plans sections and particulars showing the manner in which such gas mains pipes and apparatus are proposed to be dealt with and if within fourteen days from such submission the gas company 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 A.D. 1904.
or settled by arbitration. Provided that if the gas
company do not within fourteen days after such sub-
mission 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 pipes 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 engineer of the gas
company :

- (4) The engineer of the gas company shall if the gas company so think fit have the sole direction and management of and may at the reasonable cost in all things of the Company execute all such works as may be reasonably necessary for the diversion shoring up or supporting raising refixing or otherwise altering the position of and restoring and protecting any such mains pipes or apparatus of the gas company which it may be necessary to divert shore up support raise refix alter restore or protect by reason of the execution of such works and for preventing any interruption to the supply of gas by the gas company or any obstruction or increased expense to the gas company in the repair renewal or inspection of such mains pipes or works :
- (5) All costs charges and expenses reasonably incurred by the gas company or their engineer under the provisions of this section including the costs charges and expenses of and in relation to the superintendence or watching by the gas company or their engineer or officers of any works of the Company by which any mains pipes or apparatus of the gas company may be interfered with or affected shall be paid by the Company to the gas company on demand :
- (6) If any interruption whatsoever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned or sustained by any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them in the

A.D. 1904.

execution of the powers of this Act the Company shall pay to the gas company the value of the gas so lost such sum or sums of money to be recovered by the gas company in any court of competent jurisdiction and the Company shall also be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company (including injury and loss by explosion) 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 gas company from all claims and demands upon or against them by reason of any such act or omission :

(7) If by reason of the exercise of the powers of this Act any increased length of gas mains or pipes be rendered necessary the same shall be provided and laid by the gas company at the reasonable cost of the Company and if the gas company at any time by like reason or by reason of the existence of any work by this Act authorised or situate on any lands by this Act authorised to be acquired by the Company incur any additional cost in laying down repairing renewing altering or inspecting any gas main or pipe such additional cost shall be repaid to the gas company by the company on demand :

(8) Whenever by the appropriation or destruction of property by this Act authorised to be acquired by the Company or by the stopping up of any street road or footpath authorised by this Act to be stopped up any gas mains or pipes or any apparatus connected therewith of the gas company (except pipes inside such property) shall be rendered unnecessary the Company shall pay to the gas company the cost of an equivalent length of gas main or pipe and of such apparatus and of laying and fixing the same down and of the works required for the discontinuance of the gas mains pipes and apparatus rendered unnecessary and the gas mains pipes and apparatus so rendered unnecessary shall become the property of the Company :

- (9) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 incorporated with this Act shall (subject to the provisions of this section) extend and apply as well to and in the case of any new footpath made or effected in pursuance of the provisions of this Act as to and in the case of the railways by this Act authorised: A.D. 1904.
—
- (10) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not stop up or interfere with the rights of way of the gas company through the existing archway under the Bristol and South Wales Union and Clifton Extension Railways and over Sandbed Lane in the city and county of Bristol and if the Company take and use any part of Sandbed Lane they shall form and thereafter maintain thereon for the use of the gas company an archway of the same headway and width as and in extension of the existing archway under the existing line:
- (11) The new footpath to be constructed by the Company from Treefield Road to Sandbed Lane in the city and county of Bristol shall be deemed to be a street within the meaning of the Gasworks Clauses Act 1847:
- (12) If any difference shall arise between the Company and the gas company touching this section or anything to be done or not to be done thereunder such difference shall be determined by an engineer to be appointed (unless otherwise agreed on between the parties) on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall extend and apply to the determination of such difference.

59. In constructing the widenings of bridges in this section mentioned in the borough of Swindon the following provisions for the protection of the mayor aldermen and burgesses of the borough of Swindon (in this section called "the corporation") shall notwithstanding anything in this Act contained and unless otherwise agreed in writing between the corporation and the Company have effect (that is to say):— For protec-
tion of cor-
poration of
Swindon.

- (1) In carrying out the widening of the bridge carrying the railway of the Company over Wootton Bassett Road (in this section called "the Wootton Bassett Road Bridge")

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- the Company shall construct the same in a line and in the manner to be reasonably approved by the corporation. And the said bridge shall be of a clear span of not less than thirty-two feet and of a clear headway of not less than sixteen feet six inches :
- (2) The Company shall at their own expense at the same time as the widening of the Wootton Bassett Road Bridge is being constructed take down and reconstruct that bridge in a line and in the manner to be reasonably approved by the corporation. And the said bridge shall be of a clear span of not less than thirty-two feet and of a clear headway of not less than sixteen feet six inches :
- (3) If the widening of the Wootton Bassett Road Bridge mentioned in subsection (1) shall at any time be more than fifty feet the Company shall for the purpose of affording light and ventilation under the said bridge provide and maintain an air space as near to the centre of the widened bridge as may be reasonably practicable for a uniform width of four feet for the full span of the bridge :
- (4) For the purpose of affording light and ventilation under the bridge carrying the railway of the Company over Rodbourne Road the Company shall provide and maintain an air space in or near to the centre of the said bridge when widened and reconstructed of a uniform width of four feet for the full span of that bridge as shown on the plan signed by Henry Joseph Hamp on behalf of the corporation and William Wylie Grierson on behalf of the Company :
- (5) If the Company shall interfere with any water mains or pipes or any sewers or drains of the corporation all alterations of the same and all additional mains and pipes rendered necessary by any of the works authorised by this Act shall respectively be made and laid at the expense of the Company by the corporation in accordance with plans to be previously submitted by the corporation to and reasonably approved by the engineer of the Company. Provided that if he fail to signify his approval or disapproval or to state his requirements with respect to such plans within twenty-eight days after such submission he shall be deemed to have approved thereof :

(6) The widenings and reconstructions of the said two bridges shall be constructed and maintained so as to prevent as far as reasonably possible the dripping of water therefrom : A.D. 1901.
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(7) In case of any difference arising between the Company and the corporation with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed (unless otherwise agreed upon) by the President of the Institution of Civil Engineers on the application of either party.

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

(a) In carrying out the widening by this Act authorised of the bridge carrying the Oxford and Birmingham Railway of the Company over the New Warwick Road in the parish of Solihull the Company shall construct the widened portion of the same span as the existing bridge and the abutments shall be in alignment with the abutments of the existing bridge :

(b) The said widening shall be constructed and the said bridge when widened shall be maintained so as to prevent as far as practicable the dripping of water upon the road or footway thereunder :

(c) The Company shall pave kerb and channel the footpath for a width of eight feet under the existing and widened portions of the said bridge to the reasonable satisfaction of the council's surveyor :

(d) If any difference shall arise between the Company and the council respecting the matters aforesaid 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.

61. In carrying into effect the widening and lengthening of bridges in the parish of Solihull by this Act authorised the following provisions for the protection of the Solihull Rural For protec-
tion of Soli-
hull Rural
District
Council.

A.D. 1904.

District Council (in this section referred to as "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

- (a) In widening the bridges carrying the Oxford and Birmingham Railway of the Company over Fairfield Lane and Blossomfield Road respectively the Company shall construct such widened portions of the bridges of the same spans as the respective existing bridges and such widenings shall be constructed and the existing bridge over Blossomfield Road shall be maintained so as to prevent as far as practicable the dripping of water upon the roads or footpaths thereunder:
- (b) The Company shall provide under the existing bridge over Fairfield Lane a gutter and where necessary an iron corrugated trough or some other suitable means to prevent as far as practicable the dripping of water on to the roadway and footpath thereunder:
- (c) The council shall make a footpath of a width of five feet on one side of the road under the bridge over Fairfield Lane for the total distance of such bridge when widened and shall pave kerb and channel the same and the Company shall pay to the council the cost of such paving and the cost of kerbing and channelling the footpath under the widened portion of the bridge:
- (d) The council shall make a footpath five feet in width on both sides of the road under the bridge over Blossomfield Road for the total distance of such bridge when widened and shall pave kerb and channel the same and the Company shall pay to the council the cost of such paving and the cost of kerbing and channelling the footpath under the widened portion of the bridge:
- (e) So far as it may be necessary in lengthening the bridge carrying Milner Lane over the said Oxford and Birmingham Railway to extend any of the wing walls of the bridge the same shall be splayed to provide as far as possible for the road being widened by the council and for facilitating access to the bridge when so widened:
- (f) In lengthening the bridge carrying Shirley Road over the said railway the width of the lengthened portion of the bridge shall be not less than forty-two feet:

(g) If any difference shall arise between the Company and the council respecting the matters aforesaid 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. A.D. 1904.

62.—(1) Notwithstanding anything contained in the deposited plans the Company shall carry out the diversion of the River Cole by this Act authorised and any necessary diversion or alteration of the Sparkbrook consequent thereon and construct the new river course and any culverts or bridges to carry their railways and sidings over the same in such a manner as not to increase the liability of the lands adjoining the said river or any of its tributaries above such diversion to floods and plans and sections of the new river course and of the said culverts or bridges shall be submitted to the Worcestershire County Council the corporation of Birmingham and the Yardley Rural District Council and no part of the works referred to in this section shall be commenced until such plans and sections have been approved by the said bodies in writing or settled by arbitration as hereinafter provided and if any of the said bodies shall fail to approve such plans or sections or otherwise agree with the Company as to the works to be constructed to carry out the provisions of this section it shall unless otherwise agreed within one month after the same have been submitted be referred to an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers to decide all disputes as to the character or dimensions of such works and such reference shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 1889 and that Act and any statutory amendment or modification thereof shall apply to such reference. Provisions as to diversion of River Cole.

(2) Notwithstanding anything shown on the deposited plans the Company will not without the consent in writing of the Corporation of Birmingham stop up the River Cole between the points marked "A" and "B" on the plan signed by William Wylie Grierson on behalf of the Company and John Price on behalf of the said corporation and in the event of the Company interfering with the existing storm water overflow channel from the Cole Valley Sewer the Company shall provide and maintain to the reasonable satisfaction of the corporation a new channel in accordance with the plans and sections signed as aforesaid.

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For protec-
tion of cor-
poration of
Droitwich.

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

- (1) In constructing the widenings of the bridges which carry the Stoke Prior Branch Railway of the Company over Hampton Road and Vines Lane in the borough of Droitwich the abutments of the widened portions shall be in line with the abutments of the existing bridges:
- (2) The said widenings shall be constructed and the said bridges when widened shall be maintained so as to prevent as far as practicable the dripping of water upon the road or footway thereunder and the drainage from the said widened bridges and the railway of the Company shall be so conveyed away as not to injure the said roads and footways or be a nuisance to the public.

For protec-
tion of New-
port Corpo-
ration.

64. The following provisions for the protection of the mayor aldermen and burgesses of the borough of Newport (in this section referred to as "the corporation") shall unless otherwise agreed between the Company and the corporation apply and have effect (that is to say):—

- (1) The Company shall in carrying out the widening by this Act authorised of their railway over the bridge which carries the same over Chepstow Road set back the abutments and walls thereof on the south side of the said bridge so as to give a clear span of not less than fifty feet in width between the abutments in manner shown on the plan marked "A" and signed by William Wylie Grierson on behalf of the Company and Robert Henry Haynes on behalf of the corporation. Provided that the Company may construct the underside of the widened portion of the bridge six inches lower than the underside of the existing bridge:
- (2) Upon the completion of the said works the Company shall grant to the corporation full licence to enter upon all the lands coloured pink upon the said plan "A" and also grant to the corporation all their estate right or interest in the lands coloured pink and hatched green on the said plan to the intent that all the said lands

may be thrown into and become or form part of the said public road and be maintainable and repairable by the inhabitants at large of the said borough :

(3) When and so soon as the widening and reconstruction of the said bridge shall have been commenced the corporation shall pay to the Company the sum of one thousand seven hundred and fifty pounds towards the cost thereof and in respect of the Company's interest in the said lands :

(4) The corporation shall as soon as may be after the passing of this Act elect on which side of the roadway they desire the abutment for the widened portions of the bridge carrying the railway over East Usk Road to be set back from the line of the abutment of the existing bridge over the said road so as to give a clear span of thirty feet under the said widenings or if required by the corporation a clear span of forty feet and intimate their decision in writing to the Company and the Company shall in carrying out the said widenings so build the abutment :

(5) The corporation shall pay to the Company any additional costs charges or expenses which they may incur or be put to in constructing the said widenings of a width of forty feet in lieu of thirty feet as originally proposed and the Company shall grant to the corporation full licence to enter upon any land which may accrue thereby to the intent that the said land may be thrown into and become or be part of the said public road and be maintainable and repairable by the inhabitants at large of the said borough :

(6) In the event of the corporation at any time giving the Company notice in writing of their desire that the abutment of the existing bridge over East Usk Road should also be set back to the line of the abutment of the widened portions of the bridge before mentioned the Company shall with all reasonable despatch set back the said abutment and the corporation shall on demand repay to the Company the cost charges and expenses incurred by them in so doing and the Company shall grant to the Corporation full licence to enter upon any land which may accrue thereby to the intent that the said land may be thrown into and

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become or be part of the said public road and be maintainable and repairable by the inhabitants at large of the said borough :

- (7) Any difference which may arise between the parties hereto in relation to any of the matters aforesaid shall be settled by an arbitrator to be appointed (unless otherwise agreed) upon the application of either party by the President of the Institution of Civil Engineers.

For protection of Ebbw Vale Steel Iron and Coal Company Limited.

65. In carrying out the widening of the bridge over the River Avon Llwyd near Pontypool Road and the diversion of the footpath at the south-eastern side of the said bridge hereinbefore referred to the following provisions shall have effect (namely) :—

- (a) The rights of the Ebbw Vale Steel Iron and Coal Company Limited (hereinafter called "the Ebbw Company") under an indenture of assignment dated the 10th day of June 1902 and made between the Ebbw Company of the first part A. Baldwin and Company Limited of the second part and the Company of the third part shall remain in full force and effect :
- (b) The Company shall if they acquire the lands of the Ebbw Company on the north-western side of the said bridge either make adequate provision for maintaining the iron tube which passes through the same into the River Avon Llwyd or provide a convenient substitute therefor and the Ebbw Company shall be at liberty at all reasonable hours on giving forty-eight hours' notice to the Company to enter upon the property of the Company to repair the same :
- (c) In extending the underbridge at present existing about two chains south of the said river the Company shall provide and maintain an open space of not less than four feet in width near the middle of such underbridge in the roof thereof in order to provide means of access of light and air into the same and shall also from time to time paint or wash with paint or other material of a light colour the side walls of the said underbridge The Company shall also from time to time as occasion may require cause the subway beneath such underbridge to be properly drained and ballasted.

For protection of John Capel Hanbury.

66. In respect of the exercise by the Company of the powers by this Act authorised in the urban district of Panteg the following

provisions for the protection and benefit of John Capel Hanbury of Pontypool Park in the county of Monmouth his successors and assigns and Francis William George Gore and the Honourable Anthony Lionel George Ashley his trustees (each and all of whom are in this section called "the owner") shall unless otherwise agreed to between the Company and the owner apply and have effect in respect of the Pontypool Park Estate of the owner (that is to say):—

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- (1) In the event of the Company acquiring the lands of the owner numbered on the deposited plans 2 in the said urban district they shall make adequate provision for maintaining the iron tube which passes through the same into the River Avon Llwyd or provide a convenient substitute therefor :
- (2) The Company shall extend the three culverts passing under their existing railway and connected with the lands which the Company are by this Act authorised to purchase or acquire in the said urban district north-east of Pontypool Road Station through the lands which they may so acquire such extensions in each case to be of similar dimensions respectively as the existing culverts and to be maintained by the Company at their own expense :
- (3) In lengthening the bridge carrying the Company's railway over the accommodation road connecting the fields numbered on the said plans 7 and 10 in the said urban district the Company shall provide and maintain at their own expense an air and light space in the position and of the dimensions shown on the plan signed by William Wylie Grierson on behalf of the Company and Alfred Addams Williams on behalf of the owner and shall erect at their own expense farm gates not less than nine feet in width with a wicket gate for the footpath across the said road on both sides of the railway :
- (4) In the event of the Company interfering with the existing gate in the fence between the fields numbered on the said plans 12 and 13 in the said urban district they shall provide another gate in the said fence nine feet in width at a point to be determined by the owner :
- (5) The Company shall provide and maintain at their own expense along the northern and southern boundaries of the said lands of the owner which the Company may

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acquire an open cut or drain in lieu of the existing cuts or drains along the existing boundaries of the Company's property with the necessary culverts under the occupation roadways or footpath which may be crossed by such new cuts or drains so as to preserve and continue the existing drains :

(6) The owner and his lessees and tenants shall be entitled in consideration of the payments by the owner to the Company of the sum of ten pounds per annum to use for vehicular and passenger traffic any approach road which the Company may construct leading from the main road from Newport to Pontypool to the station which the Company contemplate constructing on the lands of the owner which they are by this Act authorised to acquire on the south side of their existing railway and also to the frontage to the south side of the said road such road to be constructed so that the land of the owner on the southern side of such road shall front on to and adjoin such road with liberty to the owner at any time should he so desire to widen at his own expense the same along the southern side thereof and the owner shall be at liberty to connect any road which he may hereafter construct for the development of his said estate with the said road at or near its eastern end The owner shall also be entitled to let for building purposes any part of his said land fronting or abutting on the said road without being liable to any restrictions on the part of the Company :

(7) Any dispute or difference which may arise between the Company and the owner with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be referred to a single arbitrator in accordance with and subject to the provisions of the Arbitration Act 1889.

For protec-
tion of Taff
Vale Rail-
way Com-
pany.

67. Notwithstanding anything in this Act contained the Company shall not without the previous consent in writing of the Taff Vale Railway Company enter upon take and use any portion of the field or enclosure numbered on the deposited plans 4 in the parish of Gelligaer other than the portions coloured blue on the plan signed by William Wylie Grierson on behalf of the Company and George Thomas Sibbering on behalf of the Taff Vale Railway Company.

68.—(1) In this section the expression “the county council” means the county council of Middlesex the expression “the corporation” means the mayor aldermen and burgesses of the borough of Ealing the expression “the district council” means the urban district council of Hanwell and “the said bridge and road” means the bridge hereinafter in this section mentioned or described with the embankment and slopes carrying the road over it.

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—
For protec-
tion of Ealing
Corporation
and Hanwell
Urban Dis-
trict Council.

(2) When and so soon as the treasurer of the corporation certifies that he holds for the use of the Company the sum of three thousand pounds to be contributed as hereinafter mentioned the Company may and shall commence and with all reasonable despatch complete the construction of a bridge and road over the Northolt and West Ealing Loop Railway of the Company in the position shown on the plan signed in duplicate by the Right Honourable Lord Newton the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (in this section called “the signed plan”) one copy of which has been deposited in the Parliament Office of the House of Lords and one copy in the Private Bill Office of the House of Commons and thereon coloured red and shall dedicate the same to the public use.

(3) The corporation may and shall contribute and pay towards the construction of the said bridge and road the sum of one thousand pounds and John Campbell Johnstone of Whyly Halland East Hoathley in the county of Sussex may and shall contribute and pay to the corporation the sum of one thousand pounds and the district council may and shall contribute and pay to the corporation the sum of one thousand pounds and on the completion of the works and of the approach road to be constructed by the corporation as hereinafter provided to the reasonable satisfaction of the engineer of the county council the county council in like manner may and shall pay to the corporation the sum of one thousand five hundred pounds.

(4) The corporation may and shall receive the said contributions and shall pay thereout to the Company from time to time on the certificate of the Company’s engineer countersigned by the surveyor to the corporation as the said works proceed such sums as may be due to the Company.

(5) The Company may and shall pay the balance of the cost of constructing the said bridge and road in accordance with the provisions of subsection (7) hereof but if the corporation the district council or John Campbell Johnstone shall require any works other than those set forth in subsection (7) the body or person

A.D. 1904. making such requirement shall pay the cost of such additional works to the treasurer of the corporation. Should the cost of the said road and bridge if constructed in accordance with the provisions of subsection (7) hereof including the price of the land mentioned in subsection (6) not amount to six thousand pounds one-sixth part of any such difference shall be refunded to the corporation one sixth to the district council and one sixth to John Campbell Johnstone and one fourth to the county council.

(6) The Company shall provide land sufficient for the construction of the said bridge and road within the limits of their property as shown on the said plan and the corporation shall forthwith on the passing of this Act pay to the Company the sum of four hundred and fifty pounds out of the contributions receivable by them as aforesaid for the land so provided by the Company.

(7) The following provisions shall have effect with regard to the construction of the said bridge and road (that is to say):—

(a) The said bridge and road shall be constructed in accordance with plans and drawings to be previously submitted to and reasonably approved by the respective surveyors to the corporation and the county council and in the event of the failure of either or both of the said surveyors within twenty-eight days after the delivery of the plans and drawings to approve of the same such plans and drawings shall at the instance of the Company or the corporation or the county council be referred for the approval of the President of the Institution of Civil Engineers and all the works in connection with the said bridge and road so far as they affect the use thereof for road traffic shall (unless otherwise agreed between the said parties) be executed in accordance with such approved plans and drawings and to the reasonable satisfaction of the said surveyor to the corporation:

(b) The said road shall be constructed of a clear width of forty feet between the parapets or fences thereof and of sufficient strength to carry traction engines and steam rollers of weights within the limits prescribed by the Highways and Locomotives (Amendment) Act 1878 and the Locomotives Act 1898 and shall be carried over the said railway by a bridge having a headway above the level of the rails of not less than fourteen feet six inches and a span of not less than fifty-two feet and the gradients of the said road shall be such as

shall be reasonably approved by the said surveyor to the corporation and shall not be steeper than one in twenty-five : A.D. 1904.

- (c) The embankment on which the said road is constructed shall consist of clay or other material formed to the necessary width and slopes and within six months after completion shall be soiled and sown with grass :
- (d) The bottom metalling of the said road shall be not less than ten inches in thickness and shall consist of large flints broken bricks or other hard material and the top metalling shall be not less than four inches in thickness and shall consist of flints or limestone broken to pass through a one and a half inch ring :
- (e) The footpaths on each side of the said road shall be eight feet in width and raised to a height of six inches above the level of the road and shall be finished off with gravel :
- (f) The fencing shall be in accordance with the usual Great Western Railway specification five rail creosoted post and rail fence :
- (g) The abutments and wingwalls of the said bridge shall be built of bricks in hydraulic lime mortar and shall consist of backing bricks faced with Staffordshire blue brindles and the steel superstructure shall be in accordance with the Company's usual specification for steel work and shall be painted three coats in approved oils.

(8) The Company shall have the right at any time to make openings under the said road on the eastern side of the said bridge for the purpose of enabling them to make communications between their lands lying on the north and south sides of the said road but any damage to the road occasioned thereby shall be made good at the expense of the Company and the corporation shall be entitled themselves to carry out the necessary work and recover the expense thereof from the Company as a civil debt.

(9) The subsoil and slopes of the said road so far as the same are constructed on the lands of the Company shall remain and be the property of the Company and from and after the completion of the said bridge and road in accordance with the provisions of this section the Company shall maintain the structure of the bridge and any structural work in connection with any openings made by them under the said road as aforesaid but subject as aforesaid the said road and the footpaths on each side of the same together with the

A.D. 1904. road and footpaths to be constructed by the corporation as hereinafter provided shall from and after the completion thereof be deemed to be and shall be a public highway and shall be repairable accordingly.

(10) The said John Campbell Johnstone shall—

- (a) at his own cost construct and complete to the reasonable satisfaction of the surveyor of the district council by the time the said bridge and road are completed by the Company as aforesaid a forty-foot road including footpaths on each side of the said road in accordance with the plans and specifications signed by the said John Campbell Johnstone and Albert Martin the chairman of the district council commencing with the public road known as Cuckoo Road Hanwell and terminating by a junction with the road to be constructed by the Company as aforesaid at its western end;
- (b) grant an easement to the Company free of charge over his land sufficient for the construction of the road to be constructed by the Company as aforesaid with the necessary embankments and slopes for making the approach to the said bridge; and
- (c) at his own cost construct and complete for public use by foot passengers only by the time the said bridge and road are completed by the Company a gravelled footpath six feet in width commencing at the western end of the approach to the said bridge and thence proceeding southwards and terminating in the Shakespeare Road :

The road and footpath so to be constructed by the said John Campbell Johnstone are shown on the signed plan and are thereon marked respectively A B and C D and coloured blue :

The corporation shall on the works being commenced by the Company commence and at their own cost complete by the time the said bridge and road are completed by the Company the construction of a forty-foot road including a footpath on either side thereof commencing at Drayton Green Lane and terminating by a junction with the roadway over the bridge at its eastern end and which said road is coloured mauve on the signed plan and is situate between the points marked E and F and such road shall be properly kerbed and channelled.

(11) From and after the completion and opening of the said bridge and road to be constructed by the Company as aforesaid all rights of way over so much of the footpath delineated on the signed plan in the borough of Ealing in the county of Middlesex as crosses the Northolt and West Ealing and Hanwell Loop Railways of the Company on the level and over the footpaths adjoining the western boundary of the said Hanwell Loop Railway and coloured yellow on the signed plan shall cease and determine.

(12) The Company shall sell and the corporation shall purchase as part of and incident to the arrangement in this section contained for the purpose of the electric lighting undertaking of the corporation the land approximately in the position hatched red on the signed plan containing four acres or thereabouts at the price of seven hundred pounds per acre and the corporation may and shall but subject in all things to the provisions in the Ealing Electric Lighting Order 1891 contained use the same for the erection thereon of all necessary works for generating and supplying electrical energy in connection with their electric lighting undertaking and as a depôt for storage and such other general use as the corporation may require.

(13) The Company shall provide and maintain a siding from their railway to the gateway leading into the said intended new road at the point marked X on the signed plan and the corporation shall provide and maintain a siding in extension of the said siding to be provided by the Company and subject to any consent of the road authority that may be necessary crossing the said road on the level and over and upon the said land to be purchased by them such siding so to be constructed by the corporation to be approximately in the position shown on the signed plan and thereon coloured blue and to be completed on or before the completion of the said new bridge and road.

(14) The corporation may borrow for the purchase of the said land and for the expenses incidental thereto the sum of two thousand eight hundred and fifty pounds and for the purposes of their contribution towards the cost of the construction of the said bridge the sum of one thousand pounds and for the cost of constructing the road to be made by them the sum of one thousand six hundred pounds and such sums may be borrowed on the credit of the said land and upon the security of the district fund and general district rate and the provisions of sections 236 to 239 of the Public Health Act 1875 shall be applicable to any mortgages made by the corporation under this subsection The corporation

A.D. 1904. shall pay off the said sum of two thousand eight hundred and fifty pounds within sixty years of the borrowing of the same and all other moneys borrowed by them under this subsection within thirty years from the borrowing of the same in accordance with the provisions of the Public Health Act 1875 as if the same were borrowed under that Act.

The consent of the Local Government Board shall not be required to such borrowing by the corporation.

The corporation may raise all or any moneys which they are authorised to borrow under this Act by mortgage or by the issue of debentures or annuity certificates under and subject to the provisions of the Local Loans Act 1875 or partly in one way and partly in another or others.

(15) The county council may borrow for the purposes of their contribution towards the cost of the construction of the said bridge and road such sum as may be required not exceeding one thousand five hundred pounds and the provisions of section 69 of the Local Government Act 1888 shall except as hereinafter expressly provided apply to the county council as if such contribution were one of the purposes specified in the said section :

Provided (a) that such powers to borrow shall not be included in but shall be additional to any statutory borrowing powers of the county council and shall not be subject to the consent of the Local Government Board and (b) that all sums so borrowed shall be repaid within a period not exceeding thirty years.

(16) The district council may borrow for the purposes of their contribution towards the cost of the construction of the said bridge and road the sum of one thousand pounds on the security of their district fund and general district rate and the provisions of sections 236 to 239 of the Public Health Act 1875 shall be applicable to the mortgages made by the district council under this subsection. The district council shall pay off all money borrowed by them under this subsection within thirty years from the borrowing of the same in accordance with the provisions of the Public Health Act 1875 as if the same were borrowed under that Act.

(17) In addition to the moneys which the corporation and the district council are by this section expressly authorised to borrow the corporation and the district council respectively may borrow for any of the purposes mentioned in subsection (5) of this section such further sum or sums of money as the Local Government Board may sanction as if such purposes were purposes of the Public Health Act 1875.

(18)—(A) The town clerk or the clerk to the district council (as the case may be) shall within twenty-one days after the thirty-first day of March in each year if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated or to be paid to a sinking fund in pursuance of the provisions of this Act or in respect of any money raised thereunder and at any other time when the Local Government Board may require such a return to be made transmit to the Local Government Board a return in such form as may be prescribed by that Board and if required by that Board verified by statutory declaration of the said clerk showing for the next year preceding the making of such return or for such other period as the Board may prescribe the amounts which have been paid as instalments or annual payments and the amounts which have been appropriated and the amounts which have been paid to or invested or applied for the purpose of the sinking fund and the description of the securities upon which any investment has been made and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period and the total amount (if any) remaining invested at the end of the year and in the event of his failing to make such return the said clerk shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court.

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

A.D. 1904.

(19) Any difference which may arise under this section shall unless otherwise agreed between the parties in difference be determined by an arbitrator to be appointed on the application of any of the said parties by the Board of Trade.

Power to
Company to
acquire addi-
tional lands.

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

In the county of Somerset—

FOX'S WOOD.

Certain lands in the parish of Keynsham lying on and adjoining the south-western side of the main line of railway of the Company and extending in a south-easterly direction for a distance of 38 chains or thereabouts from the signal box known as Fox's Wood Signal Box at or near the junction with the said main line of the sidings leading to Fox's Wood Quarry.

CASTLE CARY.

Certain lands in the parish of Ansford lying on and adjoining the south-eastern side of the Wilts Somerset and Weymouth Railway of the Company and extending for a distance of $9\frac{1}{2}$ chains or thereabouts north-eastward from Castle Cary Station.

SOMERTON.

Certain lands in the parish of Somerton lying on and adjoining both sides of the Company's Langport and Castle Cary Railway (now in course of construction) and extending in a north-easterly direction for a distance of 51 chains or thereabouts from Lynch Lane.

CRANMORE.

Certain lands in the parish of West Cranmore abutting on the north-western side of the approach road to the Company's Cranmore Station and extending from that station to the road leading from Radstock to Batcombe.

DULVERTON.

Certain lands in the parish of Brushford lying on and adjoining the south-eastern side of the Barnstaple Branch Railway of the Company and near to the south-eastern end of Dulverton Station.

In the county of Devon—

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IPPLEPEN.

Certain lands in the parish of Ipplepen lying on and adjoining the north-western side of the Company's South Devon Railway and abutting on the eastern side of Wrigwell Lane.

UGBOROUGH.

Certain lands in the parish of Ugborough lying on and adjoining both sides of the Company's South Devon Railway and extending from a point 11 chains or thereabouts west of the bridge carrying the road leading from North Fillham to Ugborough Moor over that railway to the viaduct on that railway known as Bittaford Viaduct.

In the county of Cornwall—

PERRANZABULOE.

Certain lands in the parish of Newlyn lying on and adjoining the south-western side of the Company's Truro and Newquay Railway (now in course of construction) and abutting on the southern side of the public road which crosses the Company's Treamble Branch Railway on the level at the crossing known as Shepherd's level crossing :

Certain lands in the parish of Perranzabuloe situate on the south-western side of the said Truro and Newquay Railway and at and near Perranporth Station :

Certain lands in the said parish of Perranzabuloe lying on and adjoining the southern side of the said Truro and Newquay Railway and abutting on the road leading from Truro to Perranporth near the New Inn.

In the county of Gloucester—

OVER.

Certain lands in the parish of Maismore lying on and adjoining both sides of the Gloucester Docks Branch Railway of the Company and between points respectively about 12 chains and 35 chains south-east of the junction of that railway with the Gloucester and Dean Forest Railway of the Company.

In the county of Worcester—

BROADWAY.

Certain lands in the parish of Broadway lying on and adjoining the south-east side of the Company's Cheltenham and Honeybourne Railway (now in course of construction) and forming

A.D. 1904. — part of the field or enclosure No. 661 on the 25-inch Ordnance map (second edition 1902) of that parish.

In the county of Warwick—

SOHO.

Certain lands in the city and county borough of Birmingham lying on and adjoining the north-east side of the Birmingham Wolverhampton and Dudley Railway of the Company and extending from Bacchus Road to Benson Road.

HOCKLEY.

Certain other lands in the said city and county borough of Birmingham lying on and adjoining the south-west side of the said Birmingham Wolverhampton and Dudley Railway and lying between Dover Street and the Soho Branch Canal.

In the county of Stafford—

BOOTH STREET.

Certain lands in the urban district of Handsworth lying on and adjoining the northern side of the said Birmingham Wolverhampton and Dudley Railway and between that railway and Chapel Street.

In the county of Salop—

KETLEY.

Certain lands in the parish of Wellington Rural lying on and adjoining the southern side of the Shrewsbury and Birmingham Railway of the Company and between points respectively about 25 chains and 35 chains east of the junction (known as Ketley Junction) with that railway of the Wellington and Severn Junction Railway of the Company.

In the county of Monmouth—

MAESGLAS.

Certain lands in the parish of St. Woollos in the rural district of St. Mellons lying on and adjoining the western side of the loop railway of the Company known as the western loop connecting the Monmouthshire (Western Valleys) Railway with the South Wales Railway of the Company and at and near the junction of the said loop railway with the last-mentioned railway.

ABERBEEG.

Certain lands in the urban district of Abertillery lying on and adjoining the western side of the Nantyglo Branch of the Monmouthshire (Western Valleys) Railway of the Company and north of and near to Aberbeeg Junction Station.

CRUMLIN.

A.D. 1904.

Certain other lands in the said urban district of Abertillery lying on and adjoining both sides of the Taff Vale Extension Railway of the Company and at and near the junction (known as Crumlin Junction) with that railway of the Llanhilleth Branch Railway of the Company:

Certain other lands in the said urban district of Abertillery lying on and adjoining the eastern side of the said Llanhilleth Branch Railway and between points respectively about 23 chains and 34 chains north-west of Crumlin Junction aforesaid.

In the county of Glamorgan—

MOUNTAIN ASH.

Certain lands in the urban district of Mountain Ash lying on and adjoining the north-eastern side of the Aberdare Extension Railway of the Company and between points respectively about 2 chains and 12 chains south-east of the level crossing by the said railway of the public road near the south-eastern end of Mountain Ash Station.

CWMAMAN.

Certain lands in the urban district of Aberdare lying on and adjoining the north-west side of the Dare and Aman Branch Railway of the Company and between that railway and Prospect Place Cwmaman.

70. Notwithstanding anything in this Act contained or shown upon the deposited plans relating to the lands which the Company are authorised by this Act to acquire in the parish of St. Woollos in the county of Monmouth the Company shall not enter upon take use or in any way interfere with the watercourse or reen under the jurisdiction of the Monmouthshire Commissioners of Sewers and known as Cefn Adda Reen until they shall have constructed to the satisfaction of the said commissioners a substituted reen between the points marked A and B and in the line and direction shown upon the plan signed by Walter Stafford Gustard on behalf of the said commissioners and William Wylie Grierson on behalf of the Company and the Company shall provide in lieu of the Maes Glas Reen a side channel along the south-east and south sides of the said lands for the conveyance of the surface water from the adjoining lands and shall connect the same with the said Maes Glas Reen where it passes under the Company's railway And the Company shall indemnify the commissioners against all liability by reason of the diversion or stopping up of the said reen.

For protec-
tion of Mon-
mouthshire
Commission-
ers of Sewers.

A.D. 1904.

For protection of
Mountain
Ash Urban
District
Council.

71. The following provisions for the protection of the Mountain Ash Urban District Council (in this section referred to as "the council") shall unless otherwise agreed between the Company and the council apply and have effect with respect to the exercise by the Company of the powers by this Act authorised to purchase and acquire certain lands in the urban district of Mountain Ash (that is to say) :—

- (1) The council shall remove the public urinal situate on the land in the urban district of Mountain Ash delineated and coloured pink on the plan signed by William Wylie Grierson on behalf of the Company and Henry Piper Linton on behalf of the council :
- (2) The Company shall remove the part of the footbridge on the said land and place it on other land of the Company :
- (3) In lieu of the existing main sewer of the council situate under the said lands the council shall construct a new main sewer in the position shown by a yellow broken line between points A and B on the said plan and on the completion of the said sewer the Company shall pay to the council the sum of three hundred and twenty-three pounds five shillings and sixpence and the existing sewer between the points marked A and C on the said plan shall vest in and become the property of the Company and they shall disconnect the same at the southern end of the property to be acquired by them :
- (4) The Company shall purchase and acquire the land coloured pink on the said plan or so much thereof as they do not already possess and dedicate all the same land to the public use so as to admit of the Cardiff Road being widened to a clear width of thirty-six feet and the council shall pay to the Company the sum of three hundred and two pounds fourteen shillings and sixpence for the land so to be purchased acquired and dedicated as aforesaid.

For protection of
Nixon's
Navigation
Company
Limited.

72. In the event of the Company purchasing and acquiring under the provisions of this Act the lands in the urban district of Mountain Ash delineated on the deposited plans and described in the deposited books of reference they shall not without the consent in writing of Nixon's Navigation Company Limited enter upon take use appropriate or otherwise interfere with the existing bridge over the said lands belonging or reputed to belong to the said

Nixon's Navigation Company Limited and numbered 2 on the deposited plans and in the deposited books of reference or the land upon which the pillars supporting the said bridge are situate and the said Nixon's Navigation Company Limited shall be entitled at all reasonable times upon giving the Company seven days' notice in writing to enter upon the said lands for the purpose of repairing the said bridge and pillars.

A.D. 1904.

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

Powers to Two Companies to acquire additional lands.

In the county of Salop—

ALLSCOTT SIDING.

Certain lands in the parish of Wrockwardine lying on and adjoining the north side of the Shrewsbury and Wellington Railway of the Two Companies and the west side of the Chemical Manure Works at Allscott siding on that railway.

SHREWSBURY.

Certain lands in the borough of Shrewsbury abutting on the north-west side of Castle Foregate and the south-west side of the approach road to the Company's Goods Yard.

BITTERLEY.

Certain lands in the parish of Bitterley lying on and adjoining the northern side of the Clee Hill Branch Railway of the Two Companies and west of and near to the termination of the Titterstone Incline adjoining that railway.

CLEE HILL.

Certain lands in the parish of Caynham lying on and adjoining the south-western side of the said Clee Hill Branch Railway being the field or enclosure No. 126 on the 25-inch Ordnance map (second edition 1903) of that parish and in connection therewith the Two Companies may stop up and discontinue the foot and bridle path intersecting the same and in lieu thereof may make and maintain a new foot and bridle path commencing by a junction with the public road adjoining the eastern boundary of the said field or enclosure at its south-east corner and terminating at or near its north-west corner.

A.D. 1904.

—
Powers to
Joint Com-
mittee to ac-
quire lands.

74. Subject to the provisions of this Act the Joint Committee may enter upon take and hold for the purposes of the Joint Committee and for providing increased accommodation the lands hereinafter mentioned delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

In the county of Bucks—

WYCOMBE.

Certain lands in the borough of Chepping Wycombe lying on and adjoining the northern side of the Wycombe and Princes Risborough Railway of the Joint Committee and abutting on the western side of Duke Street.

Stopping up
road in case
of diversion.

75. Where this Act authorises the diversion of a road or footpath and the stopping up of an existing road or footpath 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 or the Two Companies as the case may be shall give to the road authority of the district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same.

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

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

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

76. 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 or the Two Companies as the case may be shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

A.D. 1904.

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

Provision as to repair of new roads and footpaths.

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

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

79. The Company may in constructing the widening and lengthening of bridges and the new and altered roads streets footpaths and other similar works by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the new roads streets and other similar works shown on the deposited sections to any extent not exceeding three feet or (if the work be situate in any town village street or land continuously built upon) two feet but not so as to increase the rate of inclination of any new road or street as shown on the said sections.

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

80. The powers of this Act for the compulsory purchase of lands by the Company or by the Two Companies or by the Joint

Period for compulsory purchase of lands.

A.D. 1904. Committee (as the case may be) shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements &c.

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

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

82. 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:
- (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 damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

A.D. 1904.

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

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

83. And whereas the Railways Nos. 1 and 2 and the deviation of the Windsor and Ascot Railway 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 forty 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 and deviation through or under those properties without being obliged to purchase the land over such railways or deviation 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 forty 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. A.D. 1904.

84. The powers for the compulsory purchase of lands for the purposes of so much of the railways authorised by the Windsor and Ascot Railway Act 1898 as is not by this Act authorised to be abandoned as extended by the Great Western Railway Act 1901 are hereby extended and may be exercised by the Company during a period of two years from the twenty-sixth day of July one thousand nine hundred and four and after the expiration of that period the said powers shall cease.

Extension of time for compulsory purchase of lands for Windsor and Ascot Railway.

85. The time limited by the Windsor and Ascot Railway Act 1898 as extended by the Great Western Railway Act 1901 for the completion of so much of the railways authorised by the said Act of 1898 as is not by this Act authorised to be abandoned is hereby further extended for a period of three years from the twenty-sixth day of July 1906 and sections 91 and 92 of the said Act of 1901 shall be read and construed as if the time limited by this Act for the completion of the said railways had been the time limited by the said Act of 1901 for the completion thereof.

Extension of time for completion of Windsor and Ascot Railway.

If the said railways and works are not completed within the periods limited by this Act with reference thereto respectively then on the expiration of those periods the powers by the said Act of 1898 as extended by the said Act of 1901 and this Act respectively granted to the Company for making and completing the same shall cease except as to so much thereof respectively as shall be then completed.

86. The undertaking of the Abingdon Company shall subject to the contracts obligations debts and liabilities of that company including land rentcharges if any be amalgamated with and form part of the undertaking of the Company subject nevertheless to the provisions of this Act and such amalgamation shall take effect as on and from the date of amalgamation and as on and from that date the Abingdon Company shall by virtue of this Act be dissolved except for the purpose of winding up their affairs.

Abingdon Company amalgamated with Company.

87. After the date of amalgamation the Company shall calculate the maximum rates chargeable in respect of the railways of the Abingdon Company as if those railways had formed part of the undertaking of the Company at the date of the passing of the Great Western Railway (Rates and Charges) Order Confirmation Act 1901 and Scale II. of the schedule of maximum rates and charges confirmed by the said Act shall be and continue applicable to the said railways.

Rates and charges on Abingdon Railway.

A.D. 1904.

Abingdon Company to receive revenue and pay debts up to date of amalgamation.

As to debentures of Abingdon Company.

Preference "A" shares of Abingdon Company to be exchanged for stock of Company.

Preference "B" shares of Abingdon Company to be exchanged for stock of Company.

Ordinary shares of Abingdon Company to be exchanged for stock of Company.

Fractional parts of a pound of stock.

88. The Abingdon Company shall be entitled to all their revenues up to and inclusive of the date of amalgamation and except as hereinafter mentioned the Abingdon Company shall discharge and relieve the Company of all their contracts obligations debts and liabilities not chargeable to capital account which shall have accrued up to the date of amalgamation.

89. As from the date of amalgamation the sum of five thousand pounds three and a half pounds per centum mortgage bonds of the Abingdon Company shall become and be debentures of the Company bearing a like rate of interest and subject to the like terms of repayment and the powers of the Company for borrowing and reborrowing on mortgage and as to the issue of debenture stock may be exercised so as to include the borrowing and reborrowing as part of their general debenture debt the amount of the said debentures for five thousand pounds.

90. As on and from the date of amalgamation every holder of preference "A" shares of the Abingdon Company shall in lieu of and in exchange for each of such shares held by him become and be the holder of the sum of one hundred pounds of five pounds per centum consolidated preference stock of the Company bearing dividend from the date of amalgamation.

91. As on and from the date of amalgamation every holder of preference "B" shares of the Abingdon Company shall in lieu of and in exchange for each of such shares held by him become and be the holder of the sum of eight pounds of five pounds per centum consolidated preference stock of the Company bearing dividend from the date of amalgamation.

92. As on and from the date of amalgamation every holder of ordinary shares of the Abingdon Company shall in lieu of and in exchange for each of such shares held by him become and be the holder of the sum of twenty pounds of five pounds per centum consolidated preference stock of the Company bearing dividend from the date of amalgamation.

93. Notwithstanding anything in this Act contained no person shall become entitled under this Act to any fractional part of a pound of consolidated preference stock of the Company but in every case in which any such person would but for this enactment have become entitled to a fractional part of a pound of such stock the Company may at their option receive from such person such a further sum in cash as will make up an even pound or pay to such person in cash the amount of such fractional part.

94. On and after the date of amalgamation every holder of shares in the capital of the Abingdon Company in exchange for which any stock of the Company is to be issued under this Act shall upon the delivery of the certificates for the same to the Company be entitled to receive and shall receive instead thereof from the Company the certificates of the stock of the Company to which such holder is entitled under the provisions of this Act and the certificates with respect to the shares in the capital of the Abingdon Company shall upon such exchange be cancelled.

A.D. 1904.
Certificates
of shares &c.
to be ex-
changed.

95. If the certificates for any shares in the capital of the Abingdon Company be lost or destroyed then upon proof thereof and upon an indemnity being given against any claim in respect of such lost or destroyed certificates to the satisfaction of the directors of the Company the Company shall deliver to the person entitled to such certificates a certificate for the stock of the Company to which he would be entitled under this Act as if such first-mentioned certificates had been delivered by him as hereinbefore provided.

Provision as
to lost cer-
tificates.

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

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

97. Trustees executors and administrators being holders of any shares of the Abingdon Company may and shall accept the stock of the Company to be issued under the provisions of this Act to the several holders of the shares of the Abingdon Company in substitution for such shares and may and shall hold dispose of or otherwise deal with the same in all respects as they might have held disposed of or otherwise dealt with the shares for which such stock of the Company was substituted.

Trustee
shareholders
of Abingdon
Company to
accept sub-
stituted
stock.

98. Notwithstanding the amalgamation of the Abingdon Company the secretary or other officers (if any) of that company shall not be or become officers of the Company but the Abingdon Company shall discharge all obligations which may be due to such secretary and officers respectively or any of them.

As to officers
of Abingdon
Company.

A.D. 1904.

Capital powers
of Abingdon
Company re-
pealed:

99. All unexercised powers of raising money conferred upon the Abingdon Company by any Act of Parliament are subject to the provisions of this Act hereby cancelled.

As to capital
of Company.

100. On and after the date of amalgamation the capital which immediately before the date of amalgamation was the capital of the Company inclusive of debenture stock shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of this Act relating to the Abingdon Company. Provided always that any additions to the Great Western Railway consolidated preference stock under the authority or for the purposes of this Act shall be deemed to be part of and shall rank *pari passu* with the other like stock of the Company.

Confirming
agreement
relative to
Somerset-
shire Coal
Canal.

101. The agreement dated the 25th day of September 1903 and made between William Jeffery as liquidator of and on behalf of the canal company of the first part Herbert Bayldon of the second part the Combe Down (Bath) and General Waterworks Company Limited of the third part and the Company of the fourth part as set forth in the Fourth Schedule to this Act (in this Act referred to as "the canal agreement") is hereby confirmed and made binding upon the parties thereto and may and shall be carried into effect accordingly.

Abandon-
ment of
Somerset-
shire Coal
Canal and
vesting site
thereof in
Company.

102.—(1) As on and from the passing of this Act the maintenance and use of the Somersetshire Coal Canal extending from Paulton Basin through the parishes of Timsbury Camerton Dunkerton Combe Hay Southstoke and Monkton Combe to Dundas may and shall be abandoned and discontinued and the site of the said canal with the towing-path thereof and the workshops at Combe Hay and all other the lands (if any) belonging to the canal company including mines and minerals (if any) belonging to the canal company but not including the loose plant belonging to the canal company nor any surplus lands sold by the canal company prior to the date of the canal agreement shall by virtue of this Act on payment by the Company of the consideration moneys mentioned in the canal agreement be transferred to and vested in the Company freed and discharged (except as provided by the canal agreement and by this Act) from all liabilities and obligations under the Canal Acts or otherwise with respect to the maintenance and use of the said canal for purposes of navigation but subject to the terms and conditions set forth in that agreement and in this Act and the Company shall as from the passing of this Act pay the yearly rentcharge of fourteen pounds mentioned in clause 4 of the canal agreement to the Reverend

George Baker his heirs and assigns for ever by equal half-yearly payments on the 29th day of September and the 25th day of March in each year.

A.D. 1904.

(2) The Company shall within six months after the passing of this Act offer the adjoining owners of those portions of the canal and towing-path which lie to the west of Camerton and are not required for the purposes of Railways No. 9 and No. 10 in the next subsection hereof mentioned rights of pre-emption thereof in accordance with sections 128 to 132 of the Lands Clauses Consolidation Act 1845 but with the qualification as regards section 128 contained in the next subsection hereof and if all of such owners shall exercise such rights of pre-emption then such owners or if some only of such owners shall exercise such rights of pre-emption then the Company but with the concurrence of such of the adjoining owners (if any) who may have elected to exercise such rights of pre-emption may cause or allow notwithstanding the abandonment of the said canal the water to continue to flow into and remain in such portions of the said canal as lie to the west of Radford Bridge for the use of the owners of mills and other property adjoining the same and may enter into and carry into effect agreements with all or any of the said mill owners and others in connection therewith but so nevertheless that all such water shall after user be discharged into the Cam Brook.

(3) The Company may appropriate and use for the purposes of Railways No. 9 and No. 10 by this Act authorised and for the general purposes of their undertaking all or any part of the lands and property vested in them under the provisions of this section and may sell lease or otherwise dispose of any part or parts thereof which may not be required for the purposes aforesaid and the provisions of sections 128 to 132 of the Lands Clauses Consolidation Act 1845 shall apply to so much of the said lands and property as shall not be required as aforesaid except that notwithstanding anything contained in section 128 of the said Act the Company shall only be required to offer the said land and property or any part thereof to the owner of the lands adjoining thereto or if there be more than one such owner to such one of the owners as the Company think fit From and after the appropriation and use by the Company of any such lands or property all rights of way liberties easements rights and privileges and all obligations of every description upon over or along the same or incident thereto shall be and the same are hereby determined Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way liberties easements rights and privileges

A.D. 1904. — which may be extinguished under the foregoing provisions of this subsection 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.

From and after any sale of any lands or property under this subsection all public rights of way over or along the lands or property so sold shall be and the same are hereby extinguished.

(4) Except so far as any bridges roads or other accommodation works made or provided under or in pursuance of the Canal Acts and for the maintenance or repair of which the canal company would if this Act had not been passed have been responsible are rendered unnecessary by the construction of the said Railways No. 9 and No. 10 or either of them or are superseded by any similar works made or carried out in connection with or for the purposes of the said railways the Company shall notwithstanding the abandonment of the said canal and the repeal of the Canal Acts hereinafter contained be and continue liable for the maintenance and repair thereof but subject as aforesaid and except so far as may be necessary for enabling the canal company to wind up their affairs as hereinafter provided the Canal Acts shall be and the same are hereby repealed and no claim shall be made or enforced against the canal company in respect of any past or existing default or neglect in respect of such maintenance or repair.

(5) The Company shall execute such works as may be requisite and as the Board of Trade may approve for the purpose of causing the sources of water which the canal company were authorised to take for navigation purposes including the spring at Dunkerton referred to in Article 4 of the canal agreement to flow into their natural channels.

(6) The Company shall also if and so long as the site of the said canal or any part thereof is vested in them construct and maintain such fences as may be reasonably required by the owners of the lands adjoining the same for preventing trespass on the lands of such owners or the cattle of such owners from straying thereout or as in case of difference between the Company and any such owners may be determined by the Board of Trade.

(7) All acts and proceedings already done and had in the liquidation of the canal company including sales of surplus lands shall be and the same are hereby confirmed and the liquidator shall proceed with such liquidation in due course and shall apply the sums to be paid to him by the Company under this Act as part of the assets of the canal company Provided always that the

remuneration of the liquidator in the winding-up of the canal company may be determined in accordance with the provisions of the Companies Acts 1862 to 1893 or may be fixed by the judge to which court the liquidation of the canal company is attached in such manner and in all respects as he shall think fit.

(8) On the completion of the winding-up of the affairs of the canal company in accordance with the provisions of this Act the canal company shall by virtue of this Act be dissolved.

(9) In construing the canal agreement any reference to the abandonment of the Somersetshire Coal Canal under a warrant to be obtained from the Board of Trade shall be deemed to be a reference to the abandonment thereof under the authority of this Act and the canal agreement shall have effect without any such approval by the judge as therein mentioned.

103. 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 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 additional capital.

104. 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 disposal of new shares or stock.

105. 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 unissued shares or stock.

A.D. 1904.

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

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

Dividends on new shares or stock.

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

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

Power to borrow.

106. 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.

107. 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.

108. 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.

109. 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.

110. 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.

111. The Company may in respect of the additional capital of one million 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 three hundred and thirty-three thousand pounds but no part thereof shall be borrowed until shares

for so much of the said capital as is to be created by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of that capital have been issued and accepted and that one half of that capital has been paid up and that not less than one-fifth part of the amount of each separate share in that capital has been paid on account thereof before or at the time of the issue or acceptance thereof 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 or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

112. 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.

113. 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

Mortgages already granted by Company to have priority.

A.D. 1904. any priority of the interest of any debenture stock at any time created and issued by the Company.

Application of moneys raised by Company.

114. 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.

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

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

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

Power to Great Central Company and Joint Committee to apply funds to purposes of Act.

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

118. 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.

A.D. 1904.
Interest not
to be paid on
calls paid up.

119. 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 railway or to execute any other work or undertaking.

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

120. Nothing herein contained shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to the King's most Excellent Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent such Commissioners and such Board are hereby respectively authorised to give) neither shall anything herein contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the King's Majesty.

Saving rights
of Crown.

121. Nothing in this Act contained shall exempt any company or joint committee upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by any such company or joint committee.

Provision as
to general
Railway
Acts.

122. 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.

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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.	No. on deposited Plans.
Railway No. 1.	
Llandilo Talybont - - -	87 99 100 102.
Penderry - - -	7.
Llansamlet Higher - - -	36 37 135.
Railway No. 2.	
Llansamlet Higher - - -	3.
Coed-ffranc - - -	38 40 51 55 66 67.
Railway No. 3.	
Llansamlet Higher - - -	3.
Railway No. 5.	
Clase Rural - - -	5a.
Improvement Widening &c. of the LLANELLY RAILWAY.	
Llanelly (Rural) - - -	8 9.
Railway No. 6.	
County Borough of Swansea -	10 11 12 13 15 17.
Railway No. 7.	
Bettws - - -	27 28 29 30 31 39 40 44 45.
Llanguick - - -	5 6.
Railway No. 9.	
Camerton - - -	24 34.
Dunkerton - - -	9 66 67.
Combe Hay - - -	24 25 26 27.
South Stoke - - -	3 5 29 32 36 37 39 40 42 43 44 45.
Monkton Combe - - -	8 9 10 11 12 23 24 25 26 28 30 31 35 37 38 39 40 41 44 45 46 53 62 63 64.
Railway No. 10.	
Monkton Combe - - -	53.
Railway No. 11.	
Clutton - - -	7 8 9 10.

[4 EDW. 7.] *Great Western Railway Act, 1904.* [Ch. cxcvii.]

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Borough District or Parish.	No. on deposited Plans.
	Railway No. 12.
Lyng Rural (District of Bridgwater).	38.
	Improvement Widening &c. of the DURSTON and YEOVIL RAILWAY.
Stoke St. Gregory - - -	102.
	Railway No. 13.
Urban district of Rowley Regis	3.
	Railway No. 14.
Henbury - - - - -	17 55 62 63 70 71 72 73 103 125 126 134 154 155.
	Deviation of WINDSOR and ASCOT RAILWAY.
Clewer Without - - -	6 67 99 101.
	Reconstruction of CANN VIADUCT.
Plympton St. Mary - - -	3 4 5 6 8 9 10.
	Bridges Roads and Lands on Main Line between SWINDON and DIDCOT.
Shrivenham - - - - -	3.
Sparsholt - - - - -	5.
West Challow (rural district of Wantage).	3 4 6 7.
Grove - - - - -	11 12.
Charlton (rural district of Wantage).	1.
Steventon - - - - -	3 6 7 8 9 10 11 12.
	Bridges and Lands in the Parish of SOLIHULL.
Solihull - - - - -	10 16 17 18 19 20 21 22 23 24 25 26 27 28 29 43 45 51 52 53 54 55 56 57 58 59 60 61 62 63 64 70 71.
	Bridges and Lands at DROITWICH.
Borough of Droitwich - - -	14.
	Lengthening of Bridge and Lands at NEWNHAM BRIDGE.
Knighton-on-Teme - - - - -	10.
	Widening of Bridge at NEWPORT.
County borough of Newport - -	7.
	Bridge Footpaths and Lands at PONTYPOOL ROAD.
Urban district of Panteg - - -	2 6.
	Widening of LANDORE VIADUCT.
County borough of Swansea - -	7 8 9 10.
	Lands at KEYNSHAM.
Keynsham - - - - -	1 2 3.
	Lands adjoining the TRURO and NEWQUAY RAILWAY.
Perranzabuloe - - - - -	3 4.

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Borough District or Parish.	No. on deposited Plans.
Lands between BACCHUS ROAD and BENSON ROAD.	
City and county borough of Birmingham.	7 8 9 10 11 12 13 14 15 16 17.
Lands between DOVER STREET and SOHO BRANCH CANAL.	
City and county borough of Birmingham.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 18a 19 20 21 21a 22 23 26 30 31 32 33 41.
Lands at HANDSWORTH.	
Urban district of Handsworth -	1 3.
Lands near ABERBEEG JUNCTION STATION.	
Urban district of Abertillery -	2 3.
Lands near CRUMLIN JUNCTION.	
Urban district of Abertillery -	3.
Lands at CWMAMAN.	
Urban district of Aberdare -	1 2 3 4.
Lands at MOUNTAIN ASH.	
Urban district of Mountain Ash.	2 9 10.

SECOND SCHEDULE.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS ONLY MAY BE TAKEN.

Parish or other Area.	No. on deposited Plans.
Railway No. 1.	
Penderry - - - -	38 39 and 41.
Clase Rural - - - -	18 to 71 inclusive.
Llansamlet Higher - - - -	67 to 136.
Railway No. 2.	
Coed-franc - - - -	5 to 12 inclusive.
Deviation of WINDSOR and ASCOT RAILWAY.	
Winkfield - - - -	15 to 24 inclusive.
Bray - - - -	1 2 and 3.

THIRD SCHEDULE.

A.D. 1904.

STATEMENT OF CAPITAL OF ABINGDON RAILWAY COMPANY.

SHARES.

£600 in 5 per centum A preference shares of £100 each.

£450 in 4 per centum B preference shares of £10 each.

£15,000 in ordinary shares of £10 each.

LOAN.

£5,000 secured by mortgage bonds carrying interest at the rate of £3 10s. per annum.

FOURTH SCHEDULE.

AN AGREEMENT made the twenty-fifth day of September one thousand nine hundred and three Between WILLIAM JEFFERY of No. 2 Northumberland Buildings in the city of Bath as liquidator of and on behalf of the company of proprietors of the Somersetshire Coal Canal Navigation now in course of liquidation in the county court of Somerset holden at Bath (hereinafter called "the canal company") of the first part EDWARD HERBERT BAYLDON of Oaklands Dawlish in the county of Devon Esquire of the second part the COMBE DOWN (BATH) AND GENERAL WATERWORKS COMPANY LIMITED (hereinafter called "the water company") of the third part and the GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Railway Company") of the fourth part.

WHEREAS by an agreement dated the fourth day of November one thousand nine hundred and two and made between the said William Jeffery of the one part and John Gauler Wilton of the other part the said William Jeffery agreed to sell the Somerset Coal Canal therein more particularly described to the said John Gauler Wilton subject to the approval of the judge to whose court the liquidation of the canal company is attached (which approval has since been obtained) and subject also to a warrant of abandonment under section 45 of the Railway and Canal Traffic Act 1888 being granted by the Board of Trade in respect of the said canal :

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—

And whereas the said John Gauler Wilton entered into the said agreement as a nominee for and on behalf of the said Edward Herbert Bayldon :

And whereas by agreement under seal dated the seventeenth day of February one thousand nine hundred and three and made between the said John Gauler Wilton of the one part and the water company of the other part the said John Gauler Wilton at the request of the said Edward Herbert Bayldon agreed to assign the benefit of the said agreement of the fourth day of November one thousand nine hundred and two to the water company :

And whereas by agreement dated the tenth day of July one thousand nine hundred and three and made between the said William Jeffery of the first part the said John Gauler Wilton of the second part the water company of the third part and the said Edward Herbert Bayldon of the fourth part it was agreed that the said agreement of the fourth day of November one thousand nine hundred and two should be enforceable by the said William Jeffery against the said Edward Herbert Bayldon and the water company either jointly or severally and the said John Gauler Wilton was released from all liability thereunder :

And whereas application was made to the Board of Trade for a warrant of abandonment as aforesaid and a local inquiry was held at Bath on the fourteenth day of July one thousand nine hundred and three and was thereupon adjourned until the fifth day of August now last past :

And whereas it has been agreed by and between the several parties hereto that such an agreement should be entered into for the sale of the said canal to the Railway Company as is hereinafter contained :

Now these presents witness that it is hereby agreed and declared by and between the parties hereto as follows :—

1. The said William Jeffery the water company and the said Edward Herbert Bayldon according to their respective interests will sell and the Railway Company will purchase as to such part of the property as is not of leasehold tenure the freehold and inheritance in fee simple in possession free from encumbrances except as hereinafter mentioned and as to the remainder of the said property the residue of the terms granted by the respective leases free from encumbrances of and in all that the site of the Somerset Coal Canal extending from Paulton Basin through the parishes of Timsbury Camerton Dunkerton Combe Hay South Stoke Monkton Combe to Dundas together with the towing-path thereof and the workshops at Combe Hay and all other land if any belonging to the canal company including mines and minerals if any belonging to the canal company but not including the loose plant belonging to the canal company nor certain surplus lands which have been sold at various times.

2. The consideration for the said sale shall be the sum of £1,260 making with the sum of £140 already paid to the said William Jeffery by the said Edward Herbert Bayldon as a deposit the sum of £1,400 as the purchase money payable under the said agreement of the fourth day of November one thousand nine hundred and two to be paid by the Railway Company to the said William Jeffery the further sum of £100 to be paid by the Railway

Company to the said William Jeffery in respect of the cost to which he has been put by the adjournment of the said inquiry and the further sum of £740 to be paid by the Railway Company to the said water company. A.D. 1904.

3. The purchase shall be completed at the expiration of three months after such warrant as aforesaid shall have been granted at the office of Messrs. Stone King Stone and Thomas No. 13 Queen Square Bath aforesaid and the Railway Company paying the purchase-money and completing the purchase is from that day to be let into possession or into receipt of the rents and profits and be liable for the outgoings and up to that day all rents rates taxes and outgoings are if necessary to be apportioned And if from any cause whatever the completion of the purchase is delayed beyond that day the purchase-money is to bear interest at the rate of four per centum per annum from that day to the day of actual payment thereof.

4. The property is sold subject to a perpetual rentcharge of £14 per annum payable to the Reverend George Baker which the Railway Company shall at their own expense undertake to discharge and to the onus of a covenant entered into on the sale of certain property at Combe Hay to contribute to the cost of repairing certain roads and to all such rights of way and other easements of every kind and to all such liabilities to adjoining or neighbouring owners or public bodies in respect of bridges aqueducts and accommodation works or otherwise as may continue to subsist after such warrant as aforesaid shall have been granted and to such conditions if any as may be imposed by the Board of Trade and no requisition or objection shall be made in respect of any of the matters referred to in this condition The Railway Company shall also take over the interest and liability of the canal company under a lease of a certain spring at Dunkerton dated the twenty-first day of February one thousand eight hundred and ninety and made between William Pearce Hayward and Benjamin Hayward of the first part Joseph Jackson of the second part William Edwards Vaughan of the third part and the canal company of the fourth part No requisition or objection shall be made as to the apportionment of certain rentcharges in lieu of tithes on the occasion of the sale of surplus lands.

5. The title to the said hereditaments shall commence as to part of the freehold hereditaments with the conveyances to the Company and as to the leasehold hereditaments with the leases or agreements under which the same are held As to the remainder of the freeholds the conveyances are not in the vendors' possession and have probably been lost And as to these freeholds the Railway Company shall accept such title as the canal company have the canal company shall however at their own expense furnish to the Railway Company a statutory declaration that the properties have been in the undisputed possession of the canal company for twenty years and upwards and the Railway Company shall be deemed to buy with notice of the contents of the said leases or agreements and no requisition or objection shall be made on the ground of any deviation from the line authorised by the Acts or of any alleged right of pre-emption or on the ground that the Acts contain no power for the company to sell its property No evidence of identity shall be required other than a statutory declaration that the land has been in the undisputed possession of the canal company for twenty

A.D. 1904. — years and upwards to be furnished as aforesaid and no requisition or objection shall be made on the ground that any document dated before the sixteenth day of May one thousand eight hundred and eighty-eight is unstamped or insufficiently stamped. The property shall be deemed to be correctly described and no compensation shall be claimed on the ground of any misdescription or omission.

6. The Railway Company shall deliver at the office of the said solicitors above named within twenty-one days after the delivery of the original or any supplemental abstract a statement in writing of their objections and requisitions (if any) in respect of such abstract or the title or other matter thereby disclosed or the evidence thereof and within ten days from the delivery of a reply to any requisition their further objections and requisitions (if any) upon such reply. Any objection or requisition which shall not have been so delivered within the time so limited shall notwithstanding any subsequent negotiation or attempt to remove or comply with the same be deemed to have been absolutely waived and in this respect time shall be of the essence of the contract. If the Railway Company shall make any objection requisition or claim which the said William Jeffery shall be unable or unwilling on the ground of expense to remove or comply with and shall not within seven days after they shall have been required to do so give to the said William Jeffery or his solicitors an unconditional waiver thereof in writing the said William Jeffery with the approval of the court may by written notice to be given by him or on his behalf to the Railway Company or their solicitor at any time and notwithstanding any previous or pending negotiation or litigation in respect thereof rescind the contract and thereupon the Railway Company shall return all papers delivered to them by the said William Jeffery but shall not be entitled to any cost of investigating title damages or other compensation or payment whatsoever.

7. The conveyance and every other assurance which may be required by the Railway Company consistently with these conditions shall be prepared by them at their own expense and the draft thereof shall be submitted to the said solicitors fourteen days and the engrossment four days before the day appointed for completion. The conveyance shall contain a covenant by the Railway Company to undertake and indemnify the said William Jeffery and the canal company and the said Edward Herbert Bayldon and the water company against the matters specified or referred to in the fourth clause of these presents and a duplicate thereof shall be prepared and executed by the Railway Company at their own expense and delivered to the said William Jeffery.

8. This agreement is subject to a warrant of abandonment being obtained from the Board of Trade authorising the vesting of the said hereditaments hereinbefore agreed to be sold in the Railway Company or other such order as will admit of the contract hereinbefore contained being carried out.

9. This agreement is also subject to the approval of the judge to whose court the liquidation of the canal company is attached.

In witness whereof the said William Jeffery and Edward Herbert Bayldon have hereunto set their hands and the water company and the

[4 EDW. 7.] *Great Western Railway Act, 1904.* [Ch. cxcvii.]

Railway Company have caused their respective common seals to be hereunto affixed the day and year first before written. A.D. 1904

Witness to the signature of the said William }
Jeffery } W. JEFFERY.

AUSTIN M. KING
13 Queen Square
Bath
Solicitor.

Witness to the signature of the said Edward }
Herbert Bayldon } E. H. BAYLDON.

JNO. GAULER WILTON
Solicitor
Bath.

The common seal of the Combe Down (Bath) and
General Waterworks Company Limited was
hereunto affixed in the presence of

ALFRED J. EMBERSON
4 Drapers Gardens E.C.
Stockbroker.

OWEN H. BAYLDON
Monsolt Combe Down
Bath.

} Directors.



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

A. E. BOLTER
Assistant Secretary.



FIFTH SCHEDULE.

AN AGREEMENT made the thirty-first day of May one thousand nine hundred and four between SIR EMILE ALGERNON ARTHUR KEPPEL COWELL-STEPNEY Baronet (hereinafter called "the petitioner") of the one part and the GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Company") of the other part.

WHEREAS the Company have in the present session of Parliament introduced a Bill entitled "A Bill for conferring further powers upon the " Great Western Railway Company in respect of their own undertaking and " upon that Company and the London and North Western Railway Company

A.D. 1904. — “ in respect of undertakings in which they are jointly interested and upon
“ the Great Western and Great Central Railways Joint Committee in respect
“ of their undertaking for authorising agreements between the Great Western
“ Railway Company the Great Southern and Western Railway Company and
“ the Fishguard and Rosslare Railways and Harbours Company in respect
“ of the undertaking of the last-mentioned company for authorising the
“ abandonment of the Somersetshire Coal Canal and the vesting of the site
“ thereof in the Great Western Railway Company for amalgamating the
“ Abingdon Railway Company with the Great Western Railway Company
“ and for other purposes ” a true copy whereof is annexed hereto and forms
part of this agreement :

And whereas the petitioner has lodged a petition in Parliament against the said Bill :

And whereas the petitioner has agreed to relinquish and abandon his said petition on the terms and conditions hereinafter set forth :

Now these presents witness and it is hereby agreed and declared by and between the parties hereto as follows :—

1. If the said Bill shall pass into law—

(a) The Company shall open the Llanelly Improvement and Railway No. 7 (in clause 5 of the said Bill referred to) before or contemporaneously with Railways Nos. 1 and 3 also therein referred to :

(b) In the event of the Garnant Pit being re-opened or any pit shaft slant or adit being sunk or made within the area coloured pink on the plan annexed hereto and numbered 1 the Company will as soon as reasonably may be provide land of such area and in such position as may be agreed upon or failing agreement settled by an arbitrator to be appointed as hereinafter provided in lieu of any land of the petitioner which they may acquire for the said Railway No. 7 and which may be suitable in connection with such pit shaft slant or adit for yard space and the erection of engine houses or other buildings screening plant and other plant and machinery requisite for colliery purposes and for converting the produce into a marketable commodity :

(c) The Company shall alter the position of the said Railway No. 7 where it passes the Garnant Colliery so that the centre line of the said railway between the points marked A and B on the said plan shall not be on the north side of the red line shown on the said plan between the aforesaid points :

(d) The Company shall also at all times permit the petitioner his successors and lessees and their servants or workmen to pass over or under or on the level of the said Railway No. 7 at such point or points as may be hereafter agreed or settled by the said arbitrator for all purposes connected with the working of the collieries in connection with the said pit shaft slant or adit

and the Company shall provide and maintain any necessary and suitable bridges arches and level crossings with proper approaches thereto: A.D. 1904.

- (e) The Company shall maintain to the satisfaction of the agent of the petitioner for the time being the existing access from the main road to Cwm Garnant farmhouse across the said railway by means of a level crossing with suitable approaches thereto:
- (f) The Company shall provide and maintain a suitable bridge or subway of agreed dimensions with proper approaches thereto for the purpose of carrying the existing tramway from the Cawdor Colliery to the Gwaun-cae-Gurwen Railway over or under the said Railway No. 7. In default of the dimensions of the said bridge or subway being agreed the same shall be determined by the said arbitrator and due regard shall be had to any probable increase of output and to the said bridge or subway being the only means of access to the Cawdor Colliery. Provided always and it is hereby agreed and declared that no objection shall be raised by the petitioner to any arrangement the Company may hereafter make with his lessees regarding the alteration of the gradient and position of the existing rope incline from the New Cawdor Colliery to the Company's Gwaun-cae-Gurwen Branch Railway. Provided always that nothing herein contained shall enlarge the existing rights powers and liberties of the said lessees:
- (g) The Company shall from time to time provide in addition to the drains usually provided in the construction of railways such other drains as will having regard to the special circumstances of the case so far as reasonably may be prevent water from percolating into any existing quarries or mines or any quarries or mines hereafter opened and worked between the points marked C and D on the said plan:
- (h) The Company shall not abandon the Gwaun-cae-Gurwen Branch Railway until after they have provided the petitioner and his lessees with suitable siding connections to the said Railway No. 7 on a convenient part of Sir Arthur Stepney's Garnant or Gors-y-garnant lands in lieu of those at present existing in connection with the said branch railway:
- (i) In the event of the Company diverting the River Garnant as shown on the deposited plans and the said plan annexed hereto so as to deprive the petitioner of his frontage to the existing river they shall provide lay and maintain an eight-inch iron pipe from a point in the said river marked E on the said plan to the screens at the existing Gors-y-garnant Colliery marked F on the said plan and shall make and maintain such provision as they may deem proper for returning the water flowing in the said pipes to the said river between the points marked E.

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and G on the said plan. Provided always that in case the said water is carried in an open ditch from the said point F to the diverted river the Company will erect and maintain to the satisfaction of the petitioner's agent for the time being a suitable fence on both sides of the said ditch where it passes through the petitioner's land. And the Company shall provide fix and maintain proper inlet and outlet valves to the said pipes and provide fix make and maintain all reasonably necessary fittings and catch ponds in connection with the said pipes so as to afford the petitioner full enjoyment of the said water and permit so far as they legally can do the free and uninterrupted use by the petitioner his successors and lessees of the water passing through and along the said pipes from the said diverted river:

(j) The Company will at all reasonable times permit the petitioner his lessees servants and workmen to enter upon the land adjoining the River Garnant and the diverted portion thereof and the bed of the said river and diverted portion between the points marked E and G on the said plan numbered 1 or reasonably near thereto for the purpose of removing any obstruction in the said river or diverted portion to the flow of the water to the said pipe and from the said outlet:

(k) The Company shall construct the improvement widening and alteration of the Llanelly Railway where it passes through the lands of the petitioner situate in the parish of Llanelly (Rural) so that the centre line thereof shall be the red line shown on the plan annexed hereto and numbered 2 and the Company shall afford to the petitioner the same facilities for connections with the proposed line as he now has to the existing line the intention being that the Company if necessary shall purchase the land intervening between the lands of the petitioner and the proposed line so that the Company shall become and remain the owners of such land.

2. The Company shall insert in the said Bill a clause saving and reserving to the petitioner and his successors all his customary and other rights as lord of the layage of the River Llwehwr.

3. And it is hereby agreed that any and every dispute difference or question which shall at any time arise between the parties hereto or their respective heirs executors administrators successors or assigns or any of them touching the construction meaning or effect of these presents or any clause or thing herein contained or the rights or liabilities of the said parties respectively or their respective heirs executors administrators successors or assigns or any of them under these presents or otherwise howsoever in relation to the premises then every such dispute difference or question shall be referred to an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the costs of such arbitration shall be in the discretion of the arbitrator.

[4 EDW. 7.] *Great Western Railway Act, 1904.* [Ch. cxcvii.]

4. This agreement shall be subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to either of the parties hereto to withdraw the same or as the case may be to require the other to withdraw the same. A.D. 1904.

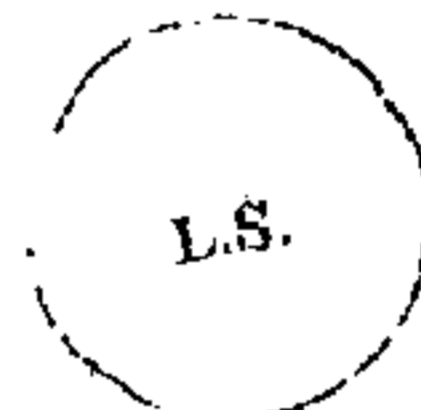
In witness whereof the petitioner has hereunto set his hand and the Company have caused their common seal to be hereunto affixed the day and year first above written.

Witness to the signature of Sir
Emile Algernon Arthur Keppel
Cowell-Stepney by his attorney
George Edgar Frere in the pre-
sence of

E. A. A. K. COWELL-STEPNEY
by his Attorney
GEORGE EDGAR FRERE.

TOM REDFERN
Solicitor with Messrs. Frere & Co.
28 Lincoln's Inn Fields W.C.

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



G. K. MILLS
Secretary.

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T. DIGNY FIGOTT, Esq., C.B., the King's Printer of Acts of Parliament.

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