



CHAPTER lvi.

An Act for conferring further powers upon the Great Western Railway Company in respect of their own undertaking and upon that Company and the London and North Western Railway Company in respect of an undertaking in which they are jointly interested and upon the Great Western and Great Central Railways Joint Committee in respect of their undertaking and for other purposes. [15th August 1913.] A.D. 1913.

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 deviations and widenings of railways and other works and to exercise the powers by this Act respectively authorised and conferred upon them and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith and for providing increased accommodation certain lands houses and buildings in this Act described or referred to:

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

And whereas it is expedient that the powers with respect to a footpath and footbridge in the parish of High Wycombe and the acquisition of lands in the parish of Chalfont St. Peters should be conferred on the Great Western and Great Central Railways Joint Committee (in this Act called "the Joint Committee") as hereinafter provided:

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

And whereas it is expedient that the time now limited by the Great Western Railway (General Powers) Act 1910 for the compulsory purchase of lands for and for the completion of Railway No. 3 authorised by that Act should be extended :

And whereas it is expedient that the time now limited by the Great Western Railway (General Powers) Act 1909 for the completion of the Railways Nos. 2 3 and 4 authorised by the Great Western Railway (New Railways) Act 1905 should be extended :

And whereas it is expedient that the Company should be empowered to abandon the construction of the harbour works and the Railways Nos. 4 5 and 6 authorised by the Great Western Railway (New Works) Act 1898 and that the Company should be authorised to sell and dispose of the lands purchased and acquired by them for the purposes of the said harbour works and railways :

And whereas it is expedient that the agreement between the Company and the market trustees set forth in the Second Schedule to this Act should be confirmed and that further powers in respect of the cattle market should be conferred on the market trustees as hereinafter provided :

And whereas it is expedient that the Company should be authorised to abandon and discontinue the dock and harbour works belonging to them in the urban district of Porthcawl in the county of Glamorgan or such portion or portions thereof as they may think fit and to retain and hold or to sell and dispose of the site of such abandoned works and the lands adjoining thereto or some portion or portions thereof and to transfer to and vest in the council for the urban district of Porthcawl (in this Act called "the Porthcawl Council") some portion or portions of such site and lands :

And whereas it is expedient that the powers and duties of the Central London Railway Company (in this Act called "the Central London Company") for the construction and maintenance of the Railways Nos. 3 and 4 authorised by the Central London Railway Act 1911 (in this Act called "the Central London Act") be transferred to and carried into execution by the Company: A.D 1913.

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

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

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

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

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

1. This Act may be cited for all purposes as the Great Western Railway Act 1913. Short title.

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

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845:

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

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

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there Interpretation.

A.D. 1913. be something in the subject or context repugnant to such construction :—

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

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

The expression "the market trustees" means the several persons who are the trustees for the purposes of an Act of Parliament entitled "An Act for removing the
" present Cattle Market now held in St. Thomas Street
" in the city of Bristol for providing a better and more
" convenient market instead thereof and for rebuilding
" and enlarging the Wool Hall in St. Thomas Street";

"The Market Act" means the Act 9 Geo. IV. cap. xli. being the Act lastly hereinbefore referred to;

"The market agreement" means the agreement dated the 25th day of November 1912 and made between the market trustees of the one part and the Company of the other part whereof a copy is set forth in the Second Schedule to this Act;

"The cattle market" means the market in the city of Bristol established and carried on by the market trustees under the provisions of the Market Act;

"The Bristol Corporation" means the lord mayor aldermen and burgesses of the city of Bristol.

Protection
of gas and
water mains
of local
authorities.

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

Power to
make new
railways and
works.

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

and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company The new railways and the deviations and widenings of railways hereinbefore referred to and authorised by this Act are—

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A Railway (No. 1) 1 furlong and 9·05 chains in length wholly in the parish of Hill in the rural district of Halesowen in the county of Worcester commencing by a junction with the Netherton and Halesowen Branch Railway of the Company and terminating by a junction with the Canal Basin Branch Railway of the Company:

A Railway (No. 2) 4 furlongs and 3·50 chains in length wholly in the parish of Cockett in the rural district of Swansea in the county of Glamorgan commencing by a junction with the South Wales Railway of the Company and terminating at a point in the road or track leading from Carmarthen Road to Pen-llwyn-eithin-Uchaf adjoining the police station at Fforest-fâch:

A Deviation and Widening (No. 1) 9·30 chains in length wholly in the parish and urban district of Mynyddyslwyn in the county of Monmouth of the Pennar Branch Railway of the Company between points respectively about 4 chains north-west and 6 chains south of the level crossing near Cwrt-y-bela School by that railway of the road leading from Argoed to Manmoel:

A Deviation and Widening (No. 2) 3 miles 3 furlongs and 2·27 chains in length wholly in the county of Glamorgan of the Porthcawl Branch Railway of the Company commencing in the parish of Pyle in the rural district of Penybont at a point 8 chains or thereabouts east of the bridge carrying the road leading from Aberavon to Bridgend over that railway at the western end of Pyle Station and terminating in the parish of Newton Nottage and urban district of Porthcawl at a point 5 chains or thereabouts north of the footbridge over the said railway at Porthcawl Station:

And the Company may abandon and discontinue the maintenance and use of so much of the said Pennar and Porthcawl

A.D. 1913. Branch Railways between the respective commencement and termination of the said Deviations and Widenings Nos. 1 and 2 hereinbefore described as may not be required for the purposes of the Company and may sell and dispose of or retain hold or appropriate the site and soil thereof for the purposes of the said intended deviations and widenings and for the general purposes of the Company:

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

Rates and
charges for
railways &c.

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

Railway No. 2 by this Act authorised shall for the said purposes be deemed to be part of the South Wales Railway of the Company.

The deviations and widenings of railways by this Act authorised shall for the said purposes and all other purposes be deemed to be part of the railways which are to be so deviated and widened.

Charges for
small
parcels.

7. For the conveyance upon the Railway No. 1 by this Act authorised of small parcels not exceeding five hundred pounds in weight by passenger trains the Company may demand and take any charges not exceeding the following (that is to say):—

For any parcel not exceeding seven pounds in weight
threepence;

For any parcel exceeding seven pounds but not exceeding
fourteen pounds in weight fivpence;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence; A.D. 1913.

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

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

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

8. The maximum fares to be charged by the Company for the conveyance of passengers upon the Railway No. 1 by this Act authorised including every expense incidental to such conveyance shall not exceed the following (that is to say):— Maximum fares for passengers.

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

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

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

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

9. Every passenger travelling upon Railway No. 1 may take with him his ordinary luggage not exceeding one hundred and fifty pounds in weight for first-class passengers one hundred and twenty pounds in weight for second-class passengers and one hundred pounds in weight for third-class passengers without any charge being made for the carriage thereof. Passengers' luggage.

10. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon Railway No. 1 in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon that railway. Foregoing charges not to apply to special trains.

11. In making the railways deviations and widenings of railways and works in connection therewith by this Act authorised the Company may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited Power to deviate.

A.D. 1913. plans and vertically from the levels shown on the deposited sections to any extent not exceeding 5 feet upwards and 5 feet downwards or to such further extent as they may find necessary or convenient and as may be sanctioned by the Board of Trade.

Power to cross certain roads on level.

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

Number on deposited Plans.	Area.	Description of Road.
DEVIATION AND WIDENING No. 2.		
33 34 and 35 - - -	Parish of Pyle - - -	Public.
58 62 and 65 - - -	Parish of Pyle - - -	Public.

Inclination of roads.

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

Number on deposited Plans.	Area.	Description of Road.	Intended Inclination.
DEVIATION AND WIDENING No. 2.			
58 62 and 65 -	Parish of Pyle - - -	Public - - -	1 in 6.
30 - - -	Parish of Newton Nottage -	Public - - -	1 in 10.
94 - - -	Parish of Newton Nottage -	Public - - -	1 in 18.

Height and span of bridges.

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

Number on deposited Plans.	Area.	Description of Road.	Span.	Height.
DEVIATION AND WIDENING No. 1.				
17 18 and 19	Parish and Urban District of Mynyddyslwyn.	Public -	15 feet	11 feet.
DEVIATION AND WIDENING No. 2.				
30 - - -	Parish of Newton Nottage	Public -	12 feet	12 feet 10 inches.

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

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Width of
certain road-
ways.

Number on deposited Plans.	Area.	Description of Roadway.	Width of Roadway.
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RAILWAY NO. 2.

2 - - - | Parish of Cockett - - - | Public - - | 19 feet 6 inches.

DEVIATION AND WIDENING NO. 2.

5 - - -	Parish of Pyle - - -	Main -	29 feet 8 inches.
85 and 88 -	Parish of Pyle - - -	Public -	18 feet.
71 79 and 82 -	Parish of Newton Nottage -	Public -	12 feet.

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

Power to
divert roads
and foot-
paths as
shown on
deposited
plans.

Railway.	Area.	Number of Footpath on deposited Plans.
Deviation and Widening No. 2.	Parish of Newton Nottage -	30 71 79 82 and 94.

17. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways or deviations and widenings 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 so as to increase the gradient thereof.

Company
not liable to
repair sur-
face of road
level of
which is not
permanently
altered.

18. The following provisions for the protection of Sir Robert Armine Morris Baronet and his heirs successors and assigns (all of whom are in this section included in the expression "the owner") shall unless otherwise agreed between the

For protec-
tion of Sir
Robert
Armine
Morris
Baronet.

A.D. 1913. Company and the owner apply and have effect in constructing Railway No. 2 by this Act authorised (that is to say):—

- (1) Any diversion alteration or interference with the northern approach to the bridge over the Company's South Wales Railway numbered 6 on the deposited plans of the said railway shall be carried out to the reasonable satisfaction of the owner and so that convenient access to the said bridge may be maintained:
- (2) If the Company shall require to pull down and remove or otherwise stop up and discontinue the said bridge they shall before so doing at their own expense construct in substitution therefor a new bridge of a width of at least twelve feet between the parapets over the said railway with proper and suitable approaches thereto so as to afford convenient means of communication between the lands of the owner on the north and south sides of the Company's South Wales Railway and the road leading from the Company's Cockett Station to Cwmbâch. The said new bridge and approaches shall be constructed in such position as may be reasonably approved by the owner and shall be at all times maintained in good condition by and at the expense of the Company:
- (3) Any dispute or difference which may arise between the Company and the owner with reference to any of the provisions of this section or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person, to be appointed on the application of either the Company or the owner by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

Provisions as to Deviation and Widening No. 2.

19.—(1) (a) Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Company shall in the event of their constructing the Deviation and Widening No. 2 by this Act authorised in open cutting instead of tunnel under the roads between the points marked respectively on the said plans 2 miles and 6 furlongs and 2 miles and 7 furlongs carry the road numbered on the said plans 87 in the parish of Newton Nottage over the said deviation and widening by means of a bridge having a clear width between the parapets of not

less than 30 feet and shall carry the road numbered 54 and 82 in the said parish and leading from Pyle to Porthcawl over the said deviation and widening by means of a bridge having a clear width between the parapets of not less than 25 feet. A.D. 1913.

(b) Such bridges respectively shall be constructed by the Company in the lines and situation shown in pink on the plan (hereinafter in this section referred to as "the signed plan") signed by the Right Honourable John Henry Whitley the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (of which plan one copy has been deposited in the Private Bill Office of the House of Commons and one copy has been deposited in the Parliament Office of the House of Lords) and the Company may in connection with the construction of such bridges alter and divert the roads numbered respectively 54 71 79 82 87 and 94 in the said parish in the manner shown on the signed plan.

(c) During the construction of the said bridges respectively and the filling in of the existing tunnel the Company shall make provision to the reasonable satisfaction of the road authority by means of two temporary roads each not less than 12 feet in width for the convenient passage over and along the before mentioned roads of the traffic using the same.

(d) In constructing the said bridges respectively the Company shall not without the consent in writing of the road authority alter the levels of the road numbered as aforesaid 54 and 82 in the said parish but they may raise the said road numbered 87 to such extent as may be necessary for the construction of the bridge to carry the same over the said deviation and widening provided that the gradient on the eastern side of the bridge shall not be steeper than 1 in 20.

(2) Contemporaneously with the construction of the bridge carrying the said road numbered as aforesaid 54 and 82 in the said parish over the railway the Company shall construct in the lines and situation shown in blue on the signed plan a new road connecting the before-mentioned road numbered as aforesaid 54 and 82 with the roads numbered 71 and 79 and after the completion of the said new road the Company may stop up and cause to be discontinued as a road so much of the before-mentioned road numbered 54 and 82 as is shown in green on the signed plan.

(3) The alteration and diversions of the before-mentioned roads and the new road shown in blue on the signed plan shall

A.D. 1913. — be made up and completed by the Company to the reasonable satisfaction of the road authority and thereafter shall be repaired and maintained by and at the expense of the road authority.

(4) If any difference shall arise between the Company and the road authority under this section such difference shall unless otherwise agreed between the Company and the road authority be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

(5) The Company on the one hand and the road authorities on the other hand may by agreement in writing vary the provisions of this section.

Extending provisions of agreement of 21st June 1888 to Pennar Branch Deviation and Widening.

20. The provisions of an agreement dated the 21st day of June 1888 and made between the Company and the North-Western Company shall so far as it relates to the portion of Hall's Tramroad in this Act called "the Pennar Branch Railway" extend and apply to the Deviation and Widening No. 1 by this Act authorised.

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

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

BRIDGE WORKS.

In the parish of Iyer in the rural district of Eton in the county of Bucks the lengthening at the northern end of the bridge which carries Thorney Lane over the main line of the Company:

In the parish of Curbridge in the rural district of Witney and in the parish and urban district of Witney in the

county of Oxford the lengthening at both ends of the bridge which carries the road leading from Ducklington to Witney over the Fairford Branch Railway of the Company at the western end of Witney Station:

In the parish of Cakemore in the rural district of Halesowen in the county of Worcester the lengthening at both ends of the bridge which carries the road leading from Rowley Regis to Station Lane over the Stourbridge Extension Railway of the Company at the south-western end of Rowley Regis and Blackheath Station:

In the parish and county borough of West Bromwich in the county of Stafford the lengthening at both ends of the bridges which respectively carry Spon Lane and Trinity Road over the Birmingham Wolverhampton and Dudley Railway of the Company:

In the parish and urban district of Bilston in the county of Stafford the lengthening at the south-western end of the bridges which respectively carry Loxdale Street and Bradley Lane over the said Birmingham Wolverhampton and Dudley Railway:

In the parish and urban district of Brierley Hill in the county of Stafford the lengthening at the western end of the bridge which carries Moor Street over the Oxford Worcester and Wolverhampton Railway of the Company:

In the parish of Ruabon in the rural district of Wrexham in the county of Denbigh—

The lengthening at both ends of the bridges which respectively carry the road connecting the road known as Pont Adam with Church Street and Llangollen Road over the Shrewsbury and Chester Railway of the Company near Ruabon Station and in connection with the lengthening of the last-mentioned bridge to alter the levels of the road leading from Ruabon to Chirk between points respectively about 1 chain north-east and 4 chains south-west of its junction with Llangollen Road;

The lengthening at both ends of the bridge which carries the public road over the said railway at a point $1\frac{1}{2}$ chains or thereabouts north-east of the junction of the Vale of Llangollen Railway of the Company with that railway and in connection therewith to alter and divert so much of the said road as lies between the southern

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end of the said bridge and the junction of that road in a south-westerly direction with the road leading from Ruabon to Chirk :

In the parish of Iver in the rural district of Eton in the county of Bucks the widening on the northern side of bridges which respectively carry the main line of the Company over the river Colne and Colne Brook near West Drayton Station :

In the parish of Budbrooke in the rural district of Warwick in the county of Warwick the widening on the south-western side of the bridge which carries the Oxford and Birmingham Railway of the Company over the road leading from the main road between Birmingham and Warwick to Budbrooke at or near the mile post on that railway indicating $110\frac{1}{4}$ miles from Paddington :

In the parish and urban district of Bilston in the county of Stafford the widening on both sides of the bridge which carries the Birmingham Wolverhampton and Dudley Railway of the Company over Great Bridge Road :

In the parish and urban district of Bilston and in the parish and urban district of Coseley in the county of Stafford the widening on the north-eastern side of the bridges which respectively carry the said railway of the Company over the canal (hereinafter called "the Birmingham Canal") of the company of proprietors of the Birmingham Canal Navigations and Canal Basin near Bradley and Moxley Station :

In the parish of Brymbo in the rural district of Wrexham in the county of Denbigh the widening on the south-eastern side of the bridge which carries the Vron Branch Railway of the Company over the road known as Mount Hill :

In the parish and urban district of Risca in the county of Monmouth the widening on the south-western side of the bridge which carries the Nine Mile Point Branch Railway of the Company over the river Ebbw near Risca Station :

In the parishes of Ynysawdre and Saint Bride Minor in the rural district of Penybont in the county of Glamorgan the widening on both sides and reconstruction of the bridge which carries the Ogmore Valley Branch

Railway of the Company over the river Garw at the eastern end of Brynmenyn Station. A.D. 1913.

ROADS FOOTPATHS &c.

In the parish and borough of Swindon in the county of Wilts—

They may stop up and extinguish all rights of way over and along the subway known as Shaw's Subway under the Company's main line of railway and sidings adjoining or near to the house known as Newburn and discontinue and close such subway:

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

In the parish of Saint James (Within) in the borough of Taunton in the county of Somerset—

They may alter and divert the footpath lying on and adjoining the northern side of the Bristol and Exeter Railway of the Company and leading from Plais Street to Obridge for a distance of 17 chains or thereabouts from its junction with Plais Street:

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

They may stop up and discontinue the footpath leading from Manor Road to Poplar Road which crosses the Company's Oxford and Birmingham Railway on the level at a point 22 chains or thereabouts north-west of Knowle and Dorridge Station between its junction with Manor Road and the north-eastern boundary of the said railway and they may stop up and extinguish all rights of way (if any) across the said railway on the level between the said crossing and the level crossing by that railway of the road leading from Manor road to Bently Farm and in lieu thereof they may make a new footpath along the said boundary between the said existing footpath and the lastly described road:

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

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They may stop up and discontinue so much of the footpath leading from the road which crosses over the Company's Stourbridge Extension Railway at the south-western end of Rowley Regis and Blackheath Station to a point in Pennericket Lane east of and near to its junction with Oldbury Road as lies between its junction with the first mentioned road and a point 8 chains or thereabouts north-east thereof and in lieu thereof they may make a new footpath between the last mentioned point and a point in the first mentioned road $2\frac{1}{2}$ chains or thereabouts west of the said railway :

In the parishes of Hadley and Wellington Rural in the rural district of Wellington in the county of Salop—

They may alter and divert so much of the footpath leading from Mafeking Street Hadley to Ketleybrook which crosses the Company's Shrewsbury and Birmingham Railway on the level at a point 18 chains or thereabouts east of the junction known as Ketley Junction of the Company's Wellington and Severn Junction Railway with that railway as lies between the northern boundary of the Company's property and its junction with the occupation road crossing the said Wellington and Severn Junction Railway at a point 23 chains or thereabouts south-east of the said junction and they may stop up and extinguish all rights of way (if any) across the said Shrewsbury and Birmingham Railway on the level between the bridge carrying Haybridge Road over that railway and a point 60 chains or thereabouts east of Ketley Junction :

In the parish of Drayton in Hales in the rural district of Drayton in the county of Salop—

They may stop up and discontinue so much of the road which crosses the Company's Wellington and Market Drayton Railway on the level at a point 4 chains or thereabouts north-east of the bridge carrying the road leading from Market Drayton to Longslow over that railway as lies between its junction with Whitepit Lane and a point 15 chains or thereabouts north thereof and in lieu thereof they may make a new road between the last mentioned point and a point in the said road leading from Market Drayton to Longslow 6 chains or thereabouts north-west of the said bridge and the Company may purchase and acquire the site of the said road so to be stopped up for a distance of 1 chain or thereabouts north-west

of the said level crossing Provided always that notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not be required to make the said new road of a greater width than 12 feet: A.D. 1913.

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

They may stop up and discontinue so much of the road leading from Penmaen to Pont-llan-fraith which crosses the Company's Pennar Branch Railway on the level at Springfield level crossing as lies between a point 10 yards or thereabouts south of that crossing and a point $3\frac{1}{2}$ chains or thereabouts north thereof and in lieu thereof they may make a new road between the last mentioned point and a point in that road 8 chains or thereabouts south-east of the said crossing and carry the same over the said railway by means of a bridge and in connection therewith they may alter and divert so much of the first mentioned road as lies between points respectively about 7 chains and $4\frac{1}{2}$ chains south-east of the said crossing:

Notwithstanding anything contained in this Act or shown on the deposited plans the said bridge and road shall be erected and constructed in accordance with the provisions of section 27 (For protection of Mynyddyslwyn Urban District Council) of the Great Western Railway Act 1912 and the provisions of that section shall as far as applicable extend to the exercise of any of the powers of this section within the urban district of Mynyddyslwyn:

In the parish and urban district of Aberdare in the county of Glamorgan—

They may make a new footpath commencing by a junction with the new road authorised by the Aberdare Urban District Council Act 1911 and therein described as Bridge Work No. 1 Robertstown Bridge at a point 2 chains or thereabouts south-west of the intended point of termination of that road as shown on the deposited plans relating thereto and terminating at a point in the north-western boundary fence of the Company's locomotive depôt at Aberdare at or near its southernmost corner.

22. For the protection of the administrative county of Buckingham (hereinafter in this section referred to as "the Buckingham

For protection of Buckingham

A.D. 1913. county council") the following provisions shall unless otherwise
County agreed between the Company and the county council apply and
Council. have effect (that is to say):—

(1) Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Company shall when lengthening the bridge carrying Thorney Lane over the main line of the Company in the parish of Iver in the county of Buckingham construct such lengthened portion of a width of not less than thirty feet between the parapets and the gradient of the northern approach to the said bridge shall not be steeper than one foot in thirty feet:

(2) The Company shall at all times maintain and keep in repair the roadway over the said bridge and the approaches thereto Provided that nothing herein contained shall impose upon the Company the liability to maintain the said approaches for a greater length than the Company were liable to maintain before the passing of this Act:

(3) In the event of any difference arising between the Company and the county council the same shall 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 Arbitration Act 1889 shall apply to any such arbitration.

For protec-
tion of Bil-
ston Urban
District
Council.

23. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions for the protection of the urban district council of Bilston (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) In lengthening the bridge carrying Loxdale Street over their railway in the urban district of Bilston the Company shall reconstruct the superstructure of the existing bridge and such reconstructed bridge and the lengthening thereof by this Act authorised shall be made of sufficient strength to carry a load of forty-five tons supported on two axles with a wheel base not less than 10 feet in length provided that the greatest load on either axle shall not exceed twenty-five tons:

- (2) The Company shall construct the lengthened portion of the bridge which carries Bradley Lane over the railway of the Company in the urban district of Bilston of sufficient strength to carry a load of twenty tons supported on two axles with a wheel base not less than 10 feet in length provided that the greatest load on either axle shall not exceed ten tons. The gradient of the approaches to the said bridge shall not be steeper than 1 in 20 on the north-eastern side and 1 in 35 on the south-western side. The Company shall be at liberty to lengthen the said bridges on the north-eastern side provided that they comply in all things with the provisions of this section so far as the same are applicable: A.D. 1913.
- (3) Notwithstanding anything contained in the preceding subsections the provisions of section 8 of the Locomotive Act 1898 shall continue to apply to such bridges when lengthened and reconstructed:
- (4) During the lengthening and reconstruction of Loxdale Street bridge the existing bridge and approaches may be closed to vehicular and foot traffic for a period not exceeding 72 hours at a week end or 96 hours at a Bank holiday week end and during the lengthening of Bradley Lane bridge the Company may close the said bridge and approaches to such traffic for a period not exceeding 21 days and during the periods aforesaid the Company shall be under no obligation to construct temporary bridges. Provided always that before closing the said bridges or either of them the Company shall give 30 days' previous notice to the council of such their intention and the council shall thereupon make all necessary arrangements in connection with such closing:
- (5) If in constructing the aforesaid works the Company find it necessary to close either of the said roads over Loxdale Street and Bradley Lane bridges for a longer period than is respectively provided for in the last preceding subsection they shall be at liberty to do so provided that at the expiration of the said periods respectively they shall at their option but to the reasonable satisfaction of the surveyor to the council either (1) provide good and sufficient temporary bridges

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each of not less than ten feet in width for the use of foot and carriage traffic passing upon and along the said roads or (2) at all times provide a width of not less than ten feet of roadway on the existing bridges or the lengthened or reconstructed portions thereof:

- (6) The Company shall at their own expense provide under one of the footpaths over each of the said bridges a convenient course or trench clear of all structural impediments for the council to lay a water main or pipe not exceeding 6 inches in internal diameter and the council shall have full power and liberty on the usual terms and conditions which apply in respect of other mains and pipes laid by the council over the bridges of the Company at any time to lay such main or pipe in such course or trench and they shall at all reasonable times have access to such course or trench for the purpose of examining and repairing such main or pipe the usual statutory notices being given by the council to the Company for this purpose:
- (7) The Company shall on the completion of the said works make good to the reasonable satisfaction of the surveyor to the council the roadway over the bridges referred to in this section to the same condition as existed immediately before the works were commenced:
- (8) Nothing in this Act contained shall relieve the Company of any obligation they may be under at the passing of this Act to maintain the roads and footpaths over the said bridges and the approaches thereto but subject thereto the Company shall not be required to maintain or repair any further length of road in Loxdale Street or Bradley Lane than is shown upon the plan signed by William Wylie Grierson on behalf of the Company and Vincent Turner on behalf of the council but if the lengthened portions of the said bridges are constructed under any portion of Loxdale Street or Bradley Lane which are not at present maintained by the Company then they shall become responsible for the repair and maintenance of such portion of those roads:
- (9) The council hereby agree so far as their rights (if any) are concerned to the permanent closing and removal

of all the bridges over the railway of the Company at present existing between Loxdale Street and Great Bridge Road except that carrying Bradley Lane over the said railway : A.D. 1913.

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

24. Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the following provisions shall unless otherwise agreed between the Company and the company of proprietors of the Birmingham Canal Navigations (in this section called "the canal company") apply for the protection of the canal company (that is to say):—

For protection of company of proprietors of Birmingham Canal Navigations.

- (1) In constructing and maintaining the widening by this Act authorised of the bridge carrying the Birmingham Wolverhampton and Dudley Railway of the Company over the Birmingham Canal of the canal company (in this section called "the canal") in the parishes and urban districts of Bilston and Coseley the Company shall not alter the line or level of the canal or the towing path or works thereof or other property of the canal company or obstruct or impede the navigation of the canal or the passage of traffic along the same or along the towing path or the free flow of water along the canal or the overflow culvert on the eastern side thereof adjacent to the said bridge or cause or permit any leakage or loss of water from the canal or (except temporarily for the purposes of and during the construction of the said widening and subject as hereinafter provided) contract the present width of the waterway or towing path of the canal or otherwise interfere with or damage the same :

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- (2) The Company shall pay the canal company one hundred pounds for the necessary easement and for the right to construct and maintain the widening of the said bridge and the works in connection therewith on the property of the canal company and the canal company shall only be required to grant to the Company an easement in perpetuity for such purposes and not to convey to the Company the fee simple of the land required:
- (3) The said widening shall be constructed with a span not less than that of the existing bridge and subject as hereinafter provided with a headway of not less than 18 feet above the top water level of the canal and so that the widened abutments shall be in line with the abutments of the existing bridge and so that the said widening shall not be of a greater width than 31 feet measured from the northernmost girder of the existing bridge and shall be constructed with a close parapet of a height of not less than four feet six inches above the level of the rails thereover:
- (4) The Company shall be at liberty during the construction of the said widening to temporarily raise the towing path on the western side of the said canal to such a height as shall be previously reasonably approved by the engineer of the canal company or to temporarily divert the same and for such purpose to temporarily reduce the navigable width of waterway in the canal to such extent as may be necessary to provide a clear width of towing path of not more than six feet from the existing western waterway wall of the canal provided that the width of the canal when so reduced shall be sufficient for the passage of two loaded boats abreast therein and during the construction of the said widening and any future repairs thereof the Company shall keep a clear headway throughout of not less than 10 feet above the top water level of the canal and not less than 7 feet above the towing path. Provided always that the canal company shall afford the Company all reasonable facilities for the construction and maintenance of the said widening. The Company shall also be at liberty during the construction of

the said widening and works in connection therewith to temporarily occupy the land of the canal company on the eastern side of the canal adjoining the existing bridge but the Company shall in so doing cause no interference with the working of the adjoining lock and shall make good all damage done to the said land or works: A.D. 1913.

- (5) The said widening shall at all times after the completion thereof be maintained in good and substantial repair by and at the expense of the Company and in the event of the said widening or any part thereof at any time sinking from any cause not arising from the act or default of the canal company so as to reduce the available headway above the top water level of the said canal to less than 10 feet or so as to reduce the available headway above the level of the said towing path to less than 7 feet the Company shall forthwith raise the same so as to provide the said available headway. Provided that if it be reasonably practicable to alter the adjoining roving bridge so as to provide the said headway over the towpath without raising the said widened bridge the Company shall be at liberty on obtaining the previous consent in writing of the canal company (which shall not be unreasonably withheld) and of the owner or proprietor of the said roving bridge to alter the said roving bridge to the reasonable satisfaction of the canal company and the said owner or proprietor thereof. In the event of the Company at any time neglecting after notice from the canal company to so maintain repair or raise the said widening or any part thereof the canal company may repair or raise the same as the case may be and recover the reasonable expense incurred by them in so doing from the Company:

- (6) The said widening and all works in connection therewith and all future repairs thereof shall be constructed and executed according to plans sections and descriptions to be submitted to and to be subject to the reasonable approval of the said engineer of the canal company previously to the commencement of the works and shall be carried out and completed under the superintendence (if such shall be given) and to the

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reasonable satisfaction of such engineer Provided that if such engineer shall not signify his approval of the said plans sections and descriptions within 28 days after the same shall have been submitted to him the said works shall be carried out in accordance with plans sections and descriptions to be submitted to and approved by an arbitrator appointed as hereinafter provided :

(7) If in the construction maintenance or repair of the said widening or any part thereof or by reason or in consequence of the construction maintenance or repair thereof or of any defect failure or want of repair thereof any injury to the canal or the towing path or works thereof or other property of the canal company or any obstruction to the navigation of the canal or the passing of traffic along the same or along the towing path or to the free flow of water along the canal contrary to the provisions of this section or any loss of water from the canal shall at any time be occasioned the Company shall forthwith when required in writing so to do by the canal company at their own expense restore the canal towing paths works and property of the canal company to as far as may be reasonably practicable the same state and condition as before the happening of such injury or remove such obstruction or prevent such loss or further loss of water as the case may require under the superintendence (if such be given) and to the reasonable satisfaction of the engineer of the canal company and in case of default by the Company in so doing or in cases of emergency the canal company may do the same and may recover the reasonable expenses incurred by them in so doing from the Company :

(8) The Company shall also compensate and indemnify the canal company for and in respect of all damage loss costs expenses claims and demands which the canal company may sustain incur or have to pay by reason or in consequence of any such injury obstruction or loss of water as in the immediately preceding subsection mentioned or otherwise by reason or in consequence of the construction maintenance failure

or want of repair of the said widening or of any act or omission of the Company their contractors agents servants or workmen : A.D. 1913.

- (9) If any difference shall arise between the Company and the canal company or their respective engineers as to any plans sections or descriptions or as to the mode of executing any works or as to the reasonableness of any requirement of the engineer of the canal company such difference, shall be determined by the arbitration of an Engineer to be agreed upon or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application either of the Company or the canal company and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

25. The following provisions shall unless otherwise agreed in writing between the Company and George Thorneycroft of Dunstan Hall in the county of Stafford his heirs executors administrators and assigns (all of whom are in this section referred to as "the owner") apply and have effect for the benefit and protection of the owner (that is to say) :— For protection of George Thorneycroft.

- (1) If in widening the bridge carrying the Company's Birmingham Wolverhampton and Dudley Railway over the canal basin near Bradley and Moxley Station by this Act authorised the Company interfere with the disused tramway situated in the enclosure numbered on the deposited plans of the said work 23 in the parish and urban district of Bilston the Company shall divert the same to the reasonable satisfaction of the owner Provided always that nothing in this section contained shall be deemed to deprive the owner of any compensation to which he may be entitled under the Lands Clauses Acts :

- (2) If any difference shall arise between the Company and the owner with reference to the provisions of this section such difference shall unless otherwise agreed be determined by an arbitrator to be appointed failing agreement by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

26. The following provisions for the protection of the Denbigh County Council (in this section called "the council") For protection of Denbigh County Council.

A.D. 1913. shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

- (1) The lengthening of the bridge carrying the Llangollen and Ruabon main road over the Company's Shrewsbury and Chester Railway by this Act authorised shall be constructed of sufficient strength to render it unnecessary for the Company to impose any restriction under the Locomotive Act 1861 and the Motor Car Acts 1896 and 1903 as to the weight of vehicles passing thereover:
- (2) If in lengthening the said bridge it shall be necessary to raise the level of either of the approaches thereto the Company shall construct the said approaches of an uniform inclination of 1 in 17 in lieu of the inclination of 1 in 25 on the western approach shown on the deposited sections and the roadway over the said bridge shall have the same inclination as the said approaches. The Company shall provide such retaining wall or slope on the southern side of the eastern approach to the said bridge as may be necessary for supporting the said approach but the present width of the carriageway and footpath of the said approach shall not be reduced and shall erect on such retaining wall or slope a fence not less than four feet high with a single rail composed of galvanised iron of an internal diameter of not less than one inch and with posts six inches in width and four inches in thickness at intervals not greater than six feet. The Company shall also construct in the position shown in blue on the plan marked A signed by William Wylie Grierson on behalf of the Company and Ellis Williams Jones on behalf of the council a catchpit on either side of the said eastern approach and connect the same by means of six-inch socket pipes with the existing catchpit in the main road leading from Ruabon to Chirk as shown on the said plan:
- (3) In altering the levels of the said main road the Company shall make the altered road at its end nearest to Chirk horizontal instead of with an inclination of 1 in 25 as shown on the said sections and shall construct such retaining wall on the southern side of the raised portion of the roadway as may be necessary

for its support and shall erect on such retaining wall a fence similar to that referred to in the last preceding subsection hereof using the existing fence where practicable. The Company shall form such raised portion of the roadway to the reasonable satisfaction of the county surveyor for main roads and bridges for the eastern division of the county and shall raise the surface water gulleys affected by the said alteration of levels to suit such levels. The Company shall not alter the levels of the footpath adjoining the southern side of the said road: A.D. 1913.

- (4) Nothing in this Act contained shall impose on the Company any greater obligation in respect of the maintenance of the said roads than may exist at the date of the passing of this Act and the said retaining walls and fences other than the fence referred to in subsection (2) hereof shall be maintained by the council:
- (5) Subject as in this section hereinafter provided during the lengthening of the said bridge the Company shall at their option either (1) provide a good and sufficient temporary bridge of not less than 10 feet in width for the use of foot and carriage traffic passing along and upon the said road or (2) at all times provide a width of not less than 10 feet of roadway on the existing bridge or the reconstructed or lengthened portions thereof:
- (6) In the event of the Company certifying the bridge carrying the road leading from Plas Madoc to Ruabon over the said railway at or near the junction of that railway with the Company's Vale of Llangollen Railway as being of sufficient strength to carry the traffic of the district the width of the temporary bridge or roadway to be provided by the Company under the provisions of the last preceding subsection may be reduced to four feet and if the Company can make arrangements for the temporary use by the public of the footbridge over the said Shrewsbury and Chester Railway at a point 14 chains or thereabouts south-west of the said bridge carrying the Llangollen and Ruabon main road over the said railway they may entirely close the road and footway over the last mentioned bridge during the lengthening

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thereof and they shall not be required to give effect to the provisions of the last preceding subsection:

(7) In carrying out any alteration or diversion of the south-western approach to the bridge carrying the road numbered 43 on the deposited plans over the Shrewsbury and Chester Railway of the Company near the junction of the Vale of Llangollen Railway with that railway in connection with the lengthening thereof by this Act authorised and in altering and diverting in accordance with the provisions of the section of this Act the marginal note of which is "For protection of Wrexham Rural District Council" the road numbered 53 in the parish of Ruabon on the deposited plans which connects the said approach with the main road leading from Ruabon to Chirk numbered 47 on the said deposited plans in a south-easterly direction the Company shall not permanently restrict the width of the said main road to a greater extent than is shown by a red line on the plan marked B signed as aforesaid except that they shall be at liberty to place the footings or foundations of any retaining wall constructed to support the said approach under the said main road on the southern side of the said red line and to alter the cross fall of the said main road so far as may be necessary for forming therewith the junctions of the said approach and of the alteration and diversion of the said connecting road making good the said main road where interfered with to the reasonable satisfaction of the said county surveyor:

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

For protec-
tion of
Wrexham

27. Notwithstanding anything in this Act contained or shown on the deposited plans and sections relating to the

lengthening of bridges in the parish of Ruabon the following provisions for the protection of the Wrexham Rural 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):—

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Rural Dis-
trict Council.

- (1) In consideration of the council making the necessary arrangements to enable the Company to enter upon and use such lands adjoining the northern approach to the bridge carrying the public road numbered 43 on the deposited plans over the Shrewsbury and Chester Railway of the Company near the junction of the Vale of Llangollen Railway with that railway as may be required for the purpose and obtaining permission for the Company to take any necessary filling from the colliery spoil heap on the eastern side of the said approach or other convenient source the Company shall in lengthening the said bridge if they require to raise the levels of the said road alter the said approach to the inclinations shown in red on the plan and section signed by William Wylie Grierson on behalf of the Company and Thomas Rees Evans on behalf of the council (hereinafter referred to as "the signed plan") The diversion and alteration of the southern approach to the said bridge shall have an inclination not steeper than 1 in 18 and shall be carried out in accordance with a plan and section to be previously submitted to and reasonably approved by the council:
- (2) The Company shall provide post and rail fences on both sides of the northern approach where necessary retaining the existing hedges where practicable:
- (3) The Company shall in substitution for the existing road numbered 53 on the said deposited plans connecting the last mentioned road with the main road between Ruabon and Chirk provide a new road of a width of not less than 12 feet approximately in the position shown on the signed plan and with a gradient not steeper than 1 in 8:
- (4) Nothing in this Act contained shall impose on the Company any obligation in respect of the maintenance of the said new road or any greater obligation in respect of the maintenance of the roadway on the

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said bridge and approaches than may exist at the date of the passing of this Act:

(5) During the carrying out of the said works the Company shall be at liberty to close the road over the said bridge and approaches and the said connecting road Provided always that the first mentioned road shall not be closed during such time as the road over the bridge carrying Llangollen Road over the railway is closed by the Company under the provisions of the section of this Act the marginal note of which is "For protection of Denbigh County Council":

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

Power to
Company to
acquire addi-
tional lands.

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

In the county of London—

Certain lands in the parish and metropolitan borough of Paddington forming part of Eastbourne Terrace James Street and Eastbourne Mews and extending in a south-easterly direction for a distance of $4\frac{1}{2}$ chains or thereabouts south-east of the junction of James Street with Eastbourne Terrace and in connection therewith the Company may subject to the provisions of this Act make and maintain of the dimensions and in the lines and according to the levels shown on the deposited plans and sections

relating thereto a subway under Eastbourne Terrace commencing in or under the house numbered 9 Eastbourne Terrace and terminating in or under the south-western side of the approach road to Paddington Station opposite that house: A.D. 1913.

In the county of Bucks—

Certain lands in the parish of Iver in the rural district of Eton lying on and adjoining the northern side of the main line of the Company and between points respectively about 3 chains and 96 chains west of the bridge carrying that railway over the Staines Branch Railway of the Company:

In the county of Gloucester—

Certain lands in the parish and city and county borough of Bristol lying on and adjoining the southern side of the Company's railway known as the Bristol Relief Line and the eastern side of Victoria Street St. Philip's Marsh:

Certain other lands in the same parish and city and county borough lying on and adjoining the southern side of the joint railway of the Company and the Midland Railway Company and between Avon Street and Kingsland Road:

In the county of Somerset—

Certain lands in the parish and city and county borough of Bristol lying on and adjoining the eastern side of Temple Meads Station and forming part of the Bristol Cattle Market:

Certain lands in the parish of Saint James (Within) in the borough of Taunton lying on the northern side of the Company's Bristol and Exeter Railway and situate between that railway Plais Street Obridge House and the road leading from Obridge to Prior's Wood Road:

Certain lands in the parish of Carhampton in the rural district of Williton lying on and adjoining both sides of the Company's Minehead Branch Railway and extending in a westerly direction for a distance of 34 chains or thereabouts from the station buildings at Blue Anchor Station:

In the county of Cornwall—

Certain lands in the parish of Fowey in the rural district of Saint Austell lying on and adjoining both sides of the Company's Lostwithiel and Fowey Branch Railway and

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extending in a northerly direction for a distance of 51 chains or thereabouts from the northernmost jetty of the Company adjoining the river Fowey:

In the county of Warwick—

Certain lands in the parish of Hatton in the rural district of Warwick lying on and adjoining the southern side of the Company's Oxford and Birmingham Railway and between points respectively about 9 chains and 72 chains east of Hatton Station:

In the county of Worcester—

Certain lands in the parish of Aldington in the rural district of Evesham lying on and adjoining the southern side of the Company's Oxford Worcester and Wolverhampton Railway at Aldington Siding and between points respectively about 4 chains and 27 chains east of the bridge carrying the road leading from Evesham to Offenham over that railway:

Certain lands in the parish and county borough of Dudley lying on and adjoining the north-western side of the said Oxford Worcester and Wolverhampton Railway and extending from Härtshill and Woodside Station to the Pensnett Canal:

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

Certain lands in the parish of Hill in the rural district of Halesowen lying on and adjoining the north-eastern side of the Company's Netherton and Halesowen Branch Railway and the north-western side of the Company's Canal Basin Branch Railway and at and near the junction of those railways:

Certain other lands in the same parish and rural district lying on and adjoining the south-western side of the said Netherton and Halesowen Branch Railway and between points respectively about 6 chains and 21 chains north-west of the goods shed at Halesowen Station:

Certain lands in the parish of Kidderminster Foreign in the rural district of Kidderminster lying between the Company's Oxford Worcester and Wolverhampton Railway and the Bewdley and Kidderminster Railway at and near the junction of those railways:

In the county of Stafford—

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Certain lands in the parish and county borough of West Bromwich lying on and adjoining the south-western side of the Company's Birmingham Wolverhampton and Dudley Railway and between a point 14 chains or thereabouts south-east of the bridge carrying Trinity Road over that railway and Roebuck Lane :

Certain other lands in the same parish and county borough lying on and adjoining both sides of the said Birmingham Wolverhampton and Dudley Railway and extending from New Street to the Birmingham Canal near Swan Village Station and all rights of way (if any) over the said lands shall as from the acquisition of the said lands by the Company be extinguished :

Certain lands in the parish and urban district of Bilston lying on and adjoining the south-western side of the said Birmingham Wolverhampton and Dudley Railway and extending from Loxdale Street to Great Bridge Road :

Certain other lands in the same parish and urban district lying on and adjoining the north-eastern side of the said Birmingham Wolverhampton and Dudley Railway and extending from Great Bridge Road to the Bradley Locks on the Birmingham Canal :

Certain lands in the parish and urban district of Coseley lying on and adjoining both sides of the said Birmingham Wolverhampton and Dudley Railway and extending in an easterly direction for a distance of 28 chains or thereabouts from the said locks :

Certain lands in the parish and rural district of Kingswinford and in the parish and urban district of Brierley Hill lying on and adjoining the eastern side of the Company's Kingswinford Branch Railway and between the bridges respectively carrying High Street Brockmoor and Moor Street over that railway :

Certain lands in the parish and urban district of Brierley Hill lying on and adjoining the south-eastern side of the Company's Oxford Worcester and Wolverhampton Railway and between points respectively about 8 chains and 11 chains south-west of the bridge carrying Moor Street over that railway :

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Certain other lands in the same parish and urban district lying on and adjoining the north-western side of the said Oxford Worcester and Wolverhampton Railway and extending in a south-westerly direction for a distance of 8 chains or thereabouts from the bridge carrying Moor Street over that railway and in connection therewith all rights of way (if any) over the said lands and over the Company's said railway at and near the level crossing situate at a point 8 chains or thereabouts south-west of the said bridge and for a distance of 4 chains south-east of that level crossing shall as from the acquisition by the Company of the said lands be extinguished:

Certain lands in the parish and county borough of Wolverhampton lying on and adjoining the south-western side of the Company's Victoria Basin Branch Railway and extending in a south-easterly direction for a distance of 22 chains or thereabouts from Gorsebrook Road:

In the county of Salop—

Certain lands in the parish of Hadley in the rural district of Wellington lying on and adjoining the northern side of the Company's Shrewsbury and Birmingham Railway and between points respectively about 25 chains and 35 chains east of the junction of the Company's Wellington and Severn Junction Railway with that railway:

Certain lands in the parish of Hodnet in the rural district of Drayton lying on and adjoining both sides of the Company's Wellington and Market Drayton Railway and between points respectively about 5 chains and 27 chains north of Peplow Station:

Certain lands in the parish of Drayton in Hales in the rural district of Drayton lying on and adjoining the western side of the Company's Nantwich and Market Drayton Railway and between points respectively about 5 chains north and 18 chains south-west of the junction of the North Staffordshire Railway with that railway near Market Drayton Station:

Certain other lands in the same parish and rural district lying on and adjoining the south-eastern side of the North Staffordshire Railway and extending in a north-easterly direction for a distance of 13 chains or thereabouts from the said junction:

Certain lands in the parish of Saint Mary in the borough of Shrewsbury lying on and adjoining the eastern side of the Company's Shrewsbury and Chester Railway and the northern side of Coton Hill Goods Depôt and between that railway and Ellesmere Road :

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In the county of Denbigh—

Certain lands in the parish of Ruabon in the rural district of Wrexham lying on and adjoining the south-western side of the Company's Ponkey Branch Railway and between points respectively about 26 chains and 37 chains north of the bridge carrying the road connecting the road known as Pont Adam with Church Street over the Company's Shrewsbury and Chester Railway :

Certain other lands in the same parish and rural district lying on and adjoining both sides of the said Shrewsbury and Chester Railway and extending in a north-easterly direction for a distance of 6 chains or thereabouts from the said bridge :

Certain other lands in the same parish and rural district lying between and adjoining Ruabon Station the approach road thereto the river Afon Eitha and the road leading from Ruabon to Chirk :

Certain other lands in the same parish and rural district lying on and adjoining both sides of the said Shrewsbury and Chester Railway and between points respectively about 6 chains north-east and 19 chains south-west of the bridge carrying the road over the said railway at a point $1\frac{1}{2}$ chains or thereabouts north-east of the junction of the Vale of Llangollen Railway with that railway :

In the county of Monmouth—

Certain lands in the parish of Llanvihangel Llantarnam and urban district of Llantarnam lying on and adjoining the south-western side of the Company's Pontypool Caerleon and Newport Railway and between points respectively about 15 chains and 31 chains north-west of Llantarnam Station :

Certain lands in the parish and urban district of Risca lying on and adjoining both sides of the Company's Monmouthshire (Western Valleys) Railway and Pennar Branch Railway respectively and between points respectively about 1 chain and 10 chains south-east of the

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bridge carrying the first mentioned railway over the road leading from Crumlin to Newport at the north-western end of Cross Keys Station :

In the county of Glamorgan—

Certain lands in the parish of Glyne in the rural district of Neath lying on and adjoining the north-western side of the Company's Vale of Neath Railway and between Melincourt Brook and the river Neath and at and near Lower Resolven Colliery :

In the county of Carmarthen—

Certain lands in the parish of Llangunnor in the rural district of Carmarthen lying on and adjoining the south-western side of the Company's South Wales Railway and between the bridge carrying that railway over the river Towy and Carmarthen Junction Station.

For protection of London County Council.

29. The following provisions shall unless otherwise agreed have effect for the protection of the London County Council (hereinafter in this section called "the council") (that is to say) :—

(1) The provisions of the London Building Acts 1894 to 1909 and any Act or Acts amending the same and any byelaws and regulations in force thereunder shall except so far as the same may be expressly varied by this Act apply to the execution by the Company of any works on any lands in the county of London which the Company are by this Act authorised to acquire and the Company shall save as aforesaid be entitled to the benefit of any special exemptions in favour of railway companies in the said London Building Acts contained :

(2) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the lands which the Company are by this Act authorised to acquire in the county of London fronting on any public street or upon any building or hoarding erected on such lands any placards or advertisements except such as shall have been approved in writing by the clerk of the council and if any such placards or advertisements be affixed or exhibited without such approval the said council and their authorised officers may remove the same but this provision shall not

prevent the Company from exhibiting placards or advertisements giving information to the public as to the business of the Company: A.D. 1913.

- (3) The Company shall not where any house or building in the county of London acquired under the powers of this Act shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in an unsightly condition for a longer period than is reasonably necessary:
- (4) Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company to encroach upon any part of the surface of any street or footway in the county of London or without the consent of the council as regards any such street or footway to erect or maintain any building or structure beyond the general line of building in any street part of a street place or row of houses in the said county:
- (5) If the Company erect any new buildings on the lands in the metropolitan borough of Paddington numbered 3 to 16 on the deposited plans or on any part of those lands they shall not erect any part of such buildings in advance of the dotted red line shown on the plan signed by William Wylie Grierson on behalf of the Company and by William Edward Riley on behalf of the council but the Company may erect a dwarf fence wall and railings along the frontage of such buildings at a distance of not exceeding two feet six inches therefrom and the Company shall properly and sufficiently make up and pave with perforated or unperforated pavement lights to the level of the existing footway in Eastbourne Terrace the lands lying between the said fence wall and the said footway and such lands when so paved and made up shall form part of the highway:
- (6) The Company shall maintain the said pavement lights in proper repair and shall be at liberty to maintain the existing vaults under the said footway and to extend the same or construct new vaults under the lands lying between the said fence wall and the existing footway.

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For protec-
tion of Pad-
dington
Borough
Council.

30. With reference to so much of the works by this Act authorised as will be situate within the metropolitan borough of Paddington in the county of London (in this section called "the borough") and for the protection of the mayor aldermen and councillors of the said borough (in this section called "the council") the following provisions shall unless otherwise agreed apply and have effect (that is to say):—

(1) The subway under Eastbourne Terrace shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic but also any steam roller or rollers that the council may use for repairing the carriage-way of the said street and the Company shall indemnify and make good to the council all costs and expenses that the council may incur or be put to by reason of any defect or insufficiency of strength in such subway or any neglect to properly and efficiently maintain the same as aforesaid:

(2) Before commencing any portion of the said subway under Eastbourne Terrace the Company shall submit plans sections and particulars thereof to the council for their reasonable approval and the subway shall be constructed in accordance with such plans sections and particulars or failing the approval thereof within twenty-eight days of such submission then in accordance with plans sections and particulars to be approved by an arbitrator to be appointed as hereinafter provided The Company shall not obstruct or divert the main sewer in Eastbourne Terrace or raise or lower the level of the invert thereof or interrupt the flow of sewage therein but subject as hereinafter provided may reconstruct the sewer to its existing line and level:

(3) The highway of Eastbourne Terrace shall not at any time be completely closed but a thoroughfare for pedestrians not less than six feet in width and for vehicular traffic of one passage not less than seventeen feet in width or two passages each of not less than eight feet in width shall be maintained during the progress of the work:

(4) The Company shall during the construction of the said subway properly hoard watch fence and light the

works and shall reinstate the roadway paving and lamps where interfered with immediately upon the completion of the works:

- (5) The Company shall not deposit any subsoil or materials anywhere within the borough so as to cause any nuisance or obstruction to any person using the roads or footpaths within the borough:
- (6) The Company shall not where any house or building within the borough which they are by this Act authorised to acquire has been demolished by them leave the flanks of any adjoining structure in an unsightly condition:
- (7) Where any works to be done by the Company by virtue of this Act shall or may pass under or over any sewer or interfere with any sewer or any drain gulley or works now under the jurisdiction or control of the council by virtue of the Metropolis Management Act 1855 or any Act or Acts amending or amplifying the same or shall or may in any way affect the sewerage or drainage of the borough the same shall be carried out by the Company in accordance with a plan and section showing full and necessary particulars thereof previously submitted to and reasonably approved by the surveyor to the council Provided always that if the said surveyor does not signify his approval within twenty-eight days after the receipt of the plan section and particulars aforesaid he shall be deemed to have approved thereof:
- (8) The Company shall provide by new altered or substituted works in such manner as the council may reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by reason of the construction of the said subway or any part thereof and all such works shall be done by or under the direction and superintendence of the surveyor of the council at the cost of the Company:
- (9) When any new or altered or substituted works as aforesaid shall be completed by or at the costs charges or expenses of the Company under the provisions of this section the same shall thereafter be as fully and completely under the direction jurisdiction and control

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of the council as the existing sewers or works now are and nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested in the council or of their successors in respect of the said sewers or works but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed:

(10) The Company shall make full compensation to the council for any damage done to or subsidence of any drain or work under the jurisdiction or control of the council which may be caused during or by reason of the construction of the said subway by or in consequence of the act or default of the Company their contractors servants or agents:

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

For protection of Ecclesiastical Commissioners and Paddington Estate Trustees.

31. For the protection of the Ecclesiastical Commissioners and of the Paddington Estate Trustees the following provisions shall unless otherwise agreed in writing between the Ecclesiastical Commissioners and the Paddington Estate Trustees on the one hand and the Company on the other hand have effect (that is to say):—

(1) In this section the expression “the Paddington Estate Trustees” shall include George Tournay Biddulph Alexander Edward Thistlethwayte and the Honourable Thomas Henry Frederick Egerton the present trustees of the Paddington Estate or other the trustees for the time being of the said estate and their assigns and the expression “the Paddington Estate” shall include all hereditaments for the time being comprised in or subject to an indenture of lease dated the second day of July one thousand eight hundred

and ninety-six and made between the Ecclesiastical Commissioners of the one part and John Cavendish Orred Walter Morshead and the said George Tournay Biddulph of the other part or in any renewal of the said lease or of which the Ecclesiastical Commissioners or the Paddington Estate Trustees may for the time being be either owners or lessees: A.D. 1913.

- (2) If the Company exercise their powers under this Act to purchase and acquire any portion of the Paddington Estate they shall acquire under and in accordance with the provisions of this Act and of the enactments incorporated therewith the estate and interest of the Ecclesiastical Commissioners and the Paddington Estate Trustees respectively of and in the whole of the lands and premises coloured pink and blue on the plan (in this section referred to as "the signed plan") signed by the Right Honourable John Henry Whitley the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (of which plan one copy has been deposited in the Private Bill Office of the House of Commons and one copy has been deposited in the Parliament Office of the House of Lords) but shall not acquire the wall forming part of the premises numbered 13 in James Street adjoining the north-eastern side of the northernmost entrance to Eastbourne Mews which wall shall be left for the support of the rooms built over the archway of the said entrance:
- (3) After the buildings erected upon the lands coloured pink and blue on the signed plan shall have been acquired by the Company under the powers of this Act and until they shall remove the said buildings the Company shall keep the same in such repair and condition as to conform with the covenants contained in the lease or leases under which the said buildings are now held from the Paddington Estate Trustees and shall not permit the said buildings to be occupied otherwise than in conformity with the said covenants:
- (4) Each section of any buildings to be erected by the Company upon the lands coloured pink and blue on the signed plan or upon any part of such lands shall

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be completed within 18 months from the date of the commencement of that section:

(5) The Company shall not erect or permit to be erected—

(a) on any portion of the land coloured pink on the signed plan which abuts upon or is at a less distance than 35 feet measured in a south-westerly direction from the present building line of Eastbourne Terrace any building—

(i) having a greater height where it abuts on Eastbourne Terrace than sixty feet measured from the pavement level at the point marked "A" on the signed plan; or

(ii) of such a height in any other part within the said distance of 35 feet as to intersect an imaginary line drawn from a point in the same vertical plane as the said present building line at a height of 60 feet measured as aforesaid at an angle (in the direction of Eastbourne Mews) of 60 degrees with a horizontal line drawn at the said height of 60 feet; or

(b) on any portion of the said land coloured pink which is not comprised in the foregoing description and abuts upon or is at a less distance than 45 feet measured in a south-easterly direction from the present building line of James Street any building of which the height exceeds 60 feet measured from the pavement level at the point marked "B" on the signed plan; or

(c) on any portion of the said land coloured pink which is not comprised in either of the foregoing descriptions any building of which the height exceeds 40 feet measured from the pavement level at the point marked "A" on the signed plan; or

(d) on any portion of the land coloured blue on the signed plan any building of which the height exceeds 40 feet measured from the level of the roadway in Eastbourne Mews at the point marked "C" on the signed plan:

(6) Notwithstanding anything contained or implied in any grant or conveyance to the Company of the lands

coloured pink and blue on the signed plan the Company shall not acquire or be entitled to any right of support to or for any buildings erected by the Company on any part of those lands from the adjoining buildings on the Paddington Estate nor shall the Company acquire any right of light which would restrict the owners for the time being of the Paddington Estate in regard to the user or development of any lands adjoining the property acquired by the Company and in consideration of this provision the Ecclesiastical Commissioners and the Paddington Estate Trustees shall not cause the existing width of that part of Eastbourne Mews which adjoins any property acquired by the Company to be reduced or consent to any such reduction and shall not erect or consent to the erection of any building on the land abutting upon the south-western side of the said mews—

(i) having a greater height where it abuts on the said mews opposite the land coloured blue on the signed plan than 60 feet above the level of the roadway of the said mews at a point on the south-western side thereof immediately opposite the said point marked "C"; or

(ii) of such a height in any other part thereof as to intersect an imaginary line drawn from a point in the same vertical plane as the present frontage line of the buildings on the south-western side of the said mews at a height of 60 feet measured as last aforesaid at an angle (in the direction of Westbourne Terrace) of 60 degrees with a horizontal line drawn at the said height of 60 feet:

- (7) The Company may use any buildings to be erected upon any part of the said lands coloured pink and blue on the signed plan for the purposes of a parcels office and for the standing or storing of vehicles in connection with any such office or for the accommodation of their clerical staff or for any matter in connection with the clerical working of the Company but notwithstanding any other provision of this Act the Company shall not use or permit to be used any such building as aforesaid for milk traffic or meat

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traffic or any other noisy or objectionable traffic nor for the standing or storing of carts or motor lorries (except such as are used in direct connection with a parcels office) nor for any purpose other than those hereinbefore expressly authorised :

- (8) The Company shall not construct or use for vehicular traffic any entrance to or exit from the said lands coloured pink and blue on the signed plan except from or to James Street and one such entrance to and exit from Eastbourne Terrace Provided that this restriction shall not apply to any entrance or exit constructed below the present surface of the roadway of Eastbourne Terrace and that the Company may provide an emergency exit into Eastbourne Mews subject to the condition that such emergency exit shall not be used except for purposes of escape in case of fire occurring upon the said lands Provided also that the entrance to and exit from Eastbourne Terrace shall be only used for purposes other than as an emergency exit in case of fire occurring upon the said lands during the pleasure of the said trustees :
- (9) The Company shall not use the roadway of Eastbourne Mews for the standing storing or loading or unloading of vehicles :
- (10) The Company shall erect and maintain roofing over any yard or space forming part of the said lands coloured pink and blue on the signed plan and used for the standing or storing or loading or unloading of vehicles and such portion of the south-westernmost slope of the said roofing as shall be visible from houses on the Paddington Estate in Westbourne Terrace shall be constructed of opaque material The Company shall not use any such yard or space as aforesaid for the storing of vehicles until they shall have erected on that part of the land coloured blue on the signed plan which abuts upon Eastbourne Mews a structure of a height of 40 feet above the level of the mews at the point marked "C" on the signed plan and co-extensive in length with the length of the portion of such yard or space used for such purpose and the Company shall maintain the

said structure at all times after they shall have erected the same: A.D. 1913.

- (11) The Company shall not place or use on any part of the said lands coloured pink and blue on the signed plan any machinery or gas or other engine so as to cause any nuisance or annoyance to the Paddington Estate Trustees or the lessees or occupiers of any adjacent or adjoining part of the Paddington Estate:
- (12) The Company shall not exhibit any advertisements on any part of the said lands coloured pink and blue on the signed plan except such as relate solely to railway notices in connection with the undertaking of the Company:
- (13) The Company shall not except for temporary lights during the erection of buildings on the said lands coloured pink and blue on the signed plan and for such lights as the Company may reasonably require for lighting their entrances use any large external arc lights or flare lamps which may be an annoyance to occupiers of any part of the Paddington Estate:
- (14) The Company shall not where any house or building shall have been wholly or in part demolished by them leave any adjoining structures in an unsightly condition for any longer period than is reasonably necessary:
- (15) The Company shall make good all damage to any premises or walls on any part of the Paddington Estate other than the said lands coloured pink and blue on the signed plan occasioned by or in consequence of the operations of the Company upon the said lands and shall give and maintain all such lateral and other support to and execute all such underpinning and strengthening of all such premises and walls as aforesaid as shall be rendered necessary by or in consequence of the said operations of the Company:
- (16) The Company shall by thickening or otherwise to the reasonable satisfaction of the Ecclesiastical Commissioners and the Paddington Estate Trustees convert into proper and sufficient external walls all walls of houses on the Paddington Estate which shall be

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exposed by the operations of the Company upon the said lands :

(17) With respect to any part of the said lands coloured pink and blue on the signed plan of which the Company are not by virtue of any lease or assignment the direct lessees of the Paddington Estate Trustees the Company shall not acquire the interest of the person holding the direct lease from the said trustees until they shall have acquired the interests of the Ecclesiastical Commissioners and of the said trustees in the premises comprised in such last mentioned lease :

(18) The purchase money payable in respect of the interest of the Paddington Estate Trustees in any part of or interest in the Paddington Estate acquired or to be acquired by the Company under this Act shall be paid by the Company into the Bank of England to the credit of the Paymaster General for and on behalf of the Supreme Court of Judicature to an account to be entitled "In the matter of the Great Western Railway Act 1913 the account of trustee lessees of the Paddington Estate proceeds of sale of the trustee lessees interest" and it shall be lawful for the said court upon the application of the Paddington Estate Trustees to order the said sum or any part thereof to be paid out to the Paddington Estate Trustees to be applied by them in or towards the discharge of any costs connected with this Act or incident to any proceedings having reference to this Act or of any incumbrances upon the Paddington Estate or in or towards laying out developing or improving any part of the Paddington Estate for building purposes or in or towards the payment of any land taxes payable by the Paddington Estate Trustees in respect of the Paddington Estate or any part thereof and the costs and expenses incidental to such taxes and the payment thereof or to or for such other purposes for the benefit of the Paddington Estate and of the interest of the Paddington Estate Trustees therein or in payment of such costs charges and expenses connected therewith as the said court shall think fit and it shall be lawful for the said

court upon the application of the Paddington Estate Trustees to make any order for the investment of the said fund or any part thereof or for payment of the income thereof and any such order may be made either without the consent of any beneficiaries or with such consents as the said court may require : A.D. 1913.

(19) The last preceding subsection is not intended to and shall not relieve the Company from bearing and paying all such costs charges and expenses as would have been payable by them if the purchase money referred to in the said subsection had been deposited in the Bank of England pursuant to the provisions of the Lands Clauses Acts and the Company shall bear and pay the same notwithstanding anything contained in the said subsection :

(20) If any question shall arise under this section between the Company on the one hand and the Ecclesiastical Commissioners and the Paddington Estate Trustees or either of them on the other hand such question shall be determined by an arbitrator to be agreed upon by the parties to such question or failing such agreement to be appointed on the application of any or either of such parties by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply with respect to any such determination.

32. For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in writing between the board and the Company have effect (that is to say):— For protection of Metropolitan Water Board.

(1) Subject to the provisions of this section the provisions of sections 18 to 21 of the Railways Clauses Consolidation Act 1845 shall in relation to the mains pipes and apparatus (in this section referred to as "apparatus") of the board apply (so far as they are not inconsistent with the provisions of this section) with respect to the construction of the subway under Eastbourne Terrace Paddington by this Act authorised and for the purposes of those sections as so

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applied the said subway shall be deemed to be the railway :

- (2) Not less than seven days before commencing the construction of the said subway the Company shall deliver to the board notice of their intention to commence the same and in constructing the said subway and executing any works in connection therewith the Company shall conform with such reasonable requirements as may be made by the board or their engineer for protecting from injury any main pipe apparatus or work (in this section referred to as "apparatus") of the board :
- (3) If the board shall give notice to the Company of their intention themselves to execute any works in order to give effect to any such requirement as aforesaid it shall be lawful for the board instead of the Company to execute such works and the reasonable cost incurred by them in so doing shall on demand be repaid to the board by the Company :
- (4) The board may if they deem fit employ such watchmen as may be reasonably required to watch during their construction any works executed by the Company whereby any apparatus of the board will or may be interfered with or affected and the reasonable expenses thereof shall be borne by the Company and be paid by them upon demand to the board The Company shall afford to the board all necessary and reasonable facilities for watching and inspecting the said works for the purposes of this section :
- (5) The Company shall to the reasonable satisfaction of the board reinstate the soil beneath above and at the sides of any apparatus of the board interfered with or affected by the works of the Company and the expenses of all repairs or renewals of any apparatus of the board or any works in connection therewith which may be rendered necessary by reason of subsidence resulting from the works of the Company whether during the construction of such works or at any time within twelve months thereafter shall be borne by the Company and paid by them on demand to the board :

- (6) If any difference shall arise between the board or their engineer and the Company with respect to any matter under the provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be agreed upon between the board and the Company or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such settlement by arbitration. A.D. 1913.

33. For the protection of the Gas Light and Coke Company (in this section referred to as "the gas company") the following provisions shall unless otherwise agreed in writing between the gas company and the Company have effect (that is to say):— For protection of Gas Light and Coke Company.

- (1) Subject to the provisions of this section the provisions of sections 18 to 21 of the Railways Clauses Consolidation Act 1845 shall in relation to the mains pipes and apparatus (in this section referred to as "apparatus") of the gas company apply (so far as they are not inconsistent with the provisions of this section) with respect to the construction of the subway under Eastbourne Terrace Paddington by this Act authorised and for the purposes of those sections as so applied the said subway shall be deemed to be the railway:
- (2) Not less than seven days before commencing the construction of the said subway the Company shall deliver to the gas company notice of their intention to commence the same and in constructing the said subway and executing any works in connection therewith the Company shall conform with such reasonable requirements as may be made by the gas company or their engineer for protecting from injury any main pipe apparatus or work (in this section referred to as "apparatus") of the gas company:
- (3) If the gas company shall give notice to the Company of their intention themselves to execute any works in order to give effect to any such requirement as aforesaid it shall be lawful for the gas company

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instead of the Company to execute such works and the reasonable cost incurred by them in so doing shall on demand be repaid to the gas company by the Company :

- (4) The Company shall not raise sink or otherwise alter the position of any pipe or main of the gas company so as to leave when the works are completed over such pipe or main a covering of less than that now existing or three feet whichever shall be the lesser depth or more than that now existing or five feet whichever shall be the greater depth :
- (5) The gas company may if they deem fit employ such watchmen as may be reasonably required to watch during their construction any works executed by the Company whereby any apparatus of the gas company will be interfered with or affected and the reasonable expenses thereof shall be borne by the Company and be paid by them upon demand to the gas company The Company shall afford to the gas company all necessary and reasonable facilities for watching and inspecting the said works for the purposes of this section :
- (6) The Company shall to the reasonable satisfaction of the gas company reinstate the soil beneath above and at the sides of any apparatus of the gas company interfered with or affected by the works of the Company and the expenses of all repairs or renewals of any apparatus of the gas company or any works in connection therewith which may be rendered necessary by reason of subsidence resulting from the works of the Company whether during the construction of such works or at any time within twelve months thereafter shall be borne by the Company and paid by them on demand to the gas company :
- (7) If any difference shall arise between the gas company or their engineer and the Company with respect to any matter under the provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be agreed upon between the gas company and the Company or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers

and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such settlement by arbitration. A.D. 1913.

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

- (1) The Company in diverting the footpath in the borough of Taunton lying on and adjoining the northern side of the Bristol and Exeter Railway of the Company and leading from Plais Street to Obridge which they are authorised to do under the powers of the section of this Act the marginal note whereof is "Power to make new roads and alterations of roads footpaths &c." shall provide gates on both sides of any siding or sidings which may be constructed across the diverted footpath:
- (2) If at any time the user of the diverted footpath where it is crossed by the siding or sidings of the Company shall become so dangerous or inconvenient as to render it necessary that a footbridge should be provided in lieu of the level crossing the Company shall erect a suitable footbridge and thereupon the Company shall be at liberty to remove any gates provided under subsection (1) hereof Any difference between the corporation and the Company as to the necessity for or suitability of such footbridge shall be determined by arbitration as in this section provided:
- (3) The said gates or the said footbridge if erected shall at all times be kept in good repair by the Company to the reasonable satisfaction of the corporation:
- (4) The Company may construct sidings and works over the sewer under the existing footpath provided that before commencing such construction they take such steps with regard to any strengthening of the sewer as may be necessary to prevent injury to it:
- (5) Twenty-eight days before commencing the work of strengthening the said sewer the Company shall submit to the corporation plans sections and particulars showing the sidings and character of the works they

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propose to construct over the said sewer and the manner in which they propose to construct the work of strengthening the said sewer and if within twenty-one days of the delivery of the same the corporation fail to signify their approval or disapproval or signify their disapproval thereof then the said strengthening works shall be carried out in accordance with plans sections and particulars to be submitted to and approved by an arbitrator appointed as hereinafter provided The Company shall not interfere with the said sewer until they shall have given to the borough surveyor three clear days' notice in writing of their intention so to do and such notice shall not be given until the said period of twenty-eight days has expired or the said plans sections and particulars have been approved and the Company shall carry out the said strengthening works to the reasonable satisfaction of the corporation :

- (6) If it be found impracticable to strengthen the said sewer in such a way as to prevent injury to it from the construction of the said sidings and works the Company shall provide a substituted sewer of the same dimensions and character as the existing sewer along the line of the diverted footpath to the reasonable satisfaction of the corporation and connect the same with the existing sewer to the like satisfaction :
- (7) The Company shall subject as hereinafter provided afford to the corporation their officers servants and workmen at all reasonable times access to the manhole situate in the angle of the footpath proposed to be diverted or if such access be found impracticable to a manhole or manholes to be substituted therefor on the line of the sewer as existing or such deviation thereof as may be necessary to provide such substituted manhole or manholes In the event of it being found impracticable to afford any such access the Company shall provide the substituted sewer along the line of the diverted footpath hereinbefore referred to :
- (8) The Company shall in accordance with the reasonable requirements and to the reasonable satisfaction of

the Corporation relay under the diverted footpath the electric cable which is laid under the footpath proposed to be diverted and re-erect the existing electric light standard in the diverted footpath and the corporation their officers servants and workmen shall be at liberty at all times to have access to the premises of the Company under which the said cable is laid for the purpose of inspecting maintaining repairing or reconstructing the same: A.D. 1913.

- (9) If any difference shall arise between the corporation and the Company touching this section or anything to be done or not to be done thereunder the same shall be determined by a fit person to be appointed on the application of either the Company or the corporation by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

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

- (1) In constructing Railway No. 1 by this Act authorised the Company shall not stop up or discontinue any bridle path or public footpath which may be interfered with but shall carry the same across or alongside the said railway or otherwise divert it to the reasonable satisfaction of the council and in the event of any difference arising between the Company and the council as to the manner in which any such bridle path or footpath shall be diverted the same shall be determined by arbitration in pursuance of the provision in this section contained:

- (2) In carrying out the lengthening of the bridge in the parish of Cakemore which carries the road leading from Rowley Regis to Station Lane over the Stourbridge Extension Railway of the Company at the south-western end of Rowley Regis and Blackheath Station the gradient of the said road shall not be made steeper than 1 in 25:

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- (3) The Company shall not under the powers of this Act break up any street or raise sink or alter the position of any sewer or drain of or vested in the council until they shall have given to the clerk to the council seven clear days notice in writing of their intention to commence the intended works accompanied by plans sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers or drains proposed to be so interfered with:
- (4) The Company in carrying out the works authorised by this Act or any works on lands to be acquired under the powers of this Act shall make good all damage which may be caused to or may be the consequence of any interference with any sewer or drain of the council:
- (5) Whenever it may be necessary under the powers of this Act to intercept or remove or displace any sewer or drain the council shall before the Company intercept remove or displace such sewer or drain construct at the reasonable cost of the Company according to a plan to be reasonably approved of by the Company another sewer or drain in lieu of and of equal capacity to the sewer or drain so proposed to be intercepted or removed or displaced and such substituted sewer or drain shall be connected by the council at the reasonable expense of the Company with the existing sewer or drain:
- (6) If it shall be necessary to construct any works on lands to be acquired under the powers of this Act over any sewer or drain belonging to or vested in the council provision shall be made to the reasonable satisfaction of the council for protecting such sewer or drain from injury and for affording convenient access thereto for the purpose of examination alteration renewal or repair:
- (7) If by reason of the execution of any of the powers of this Act or the carrying out of any works on lands to be acquired under the powers of this Act the council shall necessarily incur any cost in altering or removing any existing sewer or drain the Company shall repay such cost to the council:

(8) The provisions of this section shall not extend or apply to any sewer or drain laid down by the council under over or along the property of the Company under the provisions of an agreement between the Company and the council where the provisions of such agreement are inconsistent with the provisions of this section in which case the provisions of the agreement shall apply: A.D. 1913.

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

36. For the protection of the mayor aldermen and burgesses of the county borough of West Bromwich (hereinafter referred to as "the corporation") the following provisions shall unless otherwise agreed between the Company and the corporation apply and have effect (that is to say):—

For protection of corporation of West Bromwich.

(1) Before commencing any work by this Act authorised which may affect any street or road belonging to or maintained by the corporation the Company shall submit to the corporation plans and sections showing the lines and levels and particulars of any such works for their reasonable approval and the Company shall carry out such works in accordance therewith Provided always that if within twenty-eight days after the receipt of the said plans sections and particulars the corporation fail to approve thereof the said works shall be carried out in accordance with plans sections and particulars to be submitted to and approved by an arbitrator appointed as hereinafter provided:

(2) The Company in carrying out the works authorised by this Act shall make good all damage which may be caused to or may be the consequence of any interference with any sewer drain or watercourse or to any gas mains pipes services syphons or other apparatus of the corporation:

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- (3) The Company shall in lengthening the bridges carrying Spon Lane and Trinity Road over the Birmingham Wolverhampton and Dudley Railway of the Company (hereinafter referred to as "the said bridges") provide under the footway or footways or roadway of the lengthened portion thereof to the reasonable satisfaction of the corporation accommodation for the existing mains pipes and cables of the corporation:
- (4) Nothing herein contained shall prejudice alter or affect the rights of the Company or the corporation under any agreement between the parties relating to the sewers and drains of the corporation and where the provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply:
- (5) The Company shall also in lengthening the said bridges if so required by the corporation make provision for enabling the corporation to lay under the roadway or footway or footways of the said bridges either one or two gas mains of an internal diameter of twelve inches or at the option of the Company such a number of gas mains of less diameter as to give a sectional area equal to the sectional area of two twelve-inch mains with cover for their protection of not less than four inches from the highest part of the said mains (exclusive of flanges or sockets) to the surface of the roadway or footway. Provided that if in their opinion it be not reasonably practicable to construct the lengthening of the said bridges so as to make such provision as aforesaid the Company shall in lieu of making such provision make provision for enabling the corporation to carry such main or mains on the outside of the said bridges by means of brackets attached thereto and the corporation shall be entitled to access at all reasonable times thereto in order to repair or renew the said main or mains. Any request by the Corporation under this subsection shall be made in writing by the corporation to the Company within twenty-eight days after the Company shall have submitted plans of the said bridges to the corporation as provided for in subsection (1) hereof:

- (6) The corporation shall on demand repay to the Company A.D. 1913.
the additional expense (if any) which shall be incurred by them in providing accommodation for such additional main or mains and which but for the provisions of the last preceding subsection hereof would not have been incurred by them and to the intent that any additional expense incurred by the Company by reason of the request of the corporation under the said subsection shall be borne by the corporation :
- (7) The removal deviation or alteration of any existing gas mains pipes services syphons and apparatus of the corporation necessitated by the lengthening of the said bridges shall if the corporation within fourteen days of the receipt of the plans sections and particulars referred to in subsection (1) hereof by notice in writing so desire be done by the corporation and the reasonable expenses of the corporation in connection therewith shall be paid by the Company :
- (8) The Company shall not permit any of the pilasters parapets or screens on the street side of the lengthened portions of the said bridges to be used for the posting of bills or other advertising purposes except such as relate to the business of the Company :
- (9) In lengthening the said bridges the Company shall not make the gradient of the roadway on the south side of the bridge carrying Spon Lane over the said railway steeper than 1 in 18 or the gradient on the south side of the bridge carrying Trinity Road over the said railway steeper than 1 in 20 :
- (10) The lengthened portions of the said bridges shall be constructed with close parapets not less than 4 feet 6 inches in height above the level of the adjoining footways and of such strength as to render it unnecessary for the Company to impose any restriction under the Locomotive Act 1861 and the Motor Car Acts 1896 and 1903 as to the vehicles passing there-over :
- (11) When the surface of the footpaths or roadway shall be interfered with in the construction of the works in connection with the said bridges the same shall

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be restored by the Company to the reasonable satisfaction of the surveyor within three months after the completion of the works and the Company shall in carrying out such restoration refix the present pavements kerbs and channels as far as possible and make good any deficiency thereto with similar materials:

- (12) If in carrying into effect the lengthening of Spon Lane Bridge the Company find it desirable to temporarily reduce the width of roadway and footway over the bridge to less than 15 feet in all they shall at their option either (1) construct and maintain to the reasonable satisfaction of the surveyor of the corporation (in this section called "the surveyor") and at the cost of the Company a good and sufficient temporary bridge of not less than 15 feet in width for the use of foot and carriage traffic passing upon and along Spon Lane or two of such bridges one of a width of not less than 9 feet for the use of such carriage traffic and the other of a width of not less than 5 feet for the use of such foot traffic or (2) at all times provide a width of not less than 9 feet of roadway on the existing or lengthened bridge to allow one line of vehicles to pass and in addition a footway of not less than 6 feet Provided always that in the event of the Company electing to provide a temporary bridge or bridges the corporation may make and shall put in force at the cost of the Company such regulations and arrangements during the lengthening of the said bridges as shall prevent all heavy or extraordinary traffic from passing over the said temporary bridge or bridges:
- (13) In altering the approaches to the said bridges the Company shall be at liberty to temporarily reduce the width of Spon Lane but so that there shall be available at all times a roadway for vehicles of not less than 9 feet and a footway for pedestrians of not less than 5 feet:
- (14) If in carrying into effect the lengthening of Trinity Road Bridge the Company find it desirable to close the roadway and footways over the said bridge and the approaches thereto they shall be at liberty to do

so for such time as may be reasonably necessary for the construction of the said works provided that they shall at all times during the period during which the said bridge is so closed provide to the reasonable satisfaction of the surveyor to the council a footway not less than five feet in width either on the site of the said bridge or as near thereto as may be reasonably practicable and an access for vehicles of not less than nine feet in width and a footway not less than five feet in width between the southern portion of Trinity Road and Boulton Road : A.D. 1913.

- (15) The Company shall not for the purpose of executing the works by this Act authorised close or partially close Spon Lane Bridge simultaneously with the closing or partial closing of Trinity Road Bridge :
- (16) The Company shall during the progress and until the completion of the works on the said bridges make and carry into effect such arrangements for lighting and watching the portion of the roads or approaches interfered with and also the said works themselves as may be reasonably necessary to prevent damage or accident to persons and vehicles using the said roads or approaches and if damage or injury shall result from the failure of the Company to make and carry into effect such arrangements or by reason of negligence on the part of the Company their agents or servants or the failure of any of the works of the Company affecting the said roads or approaches the Company shall be liable for such damage or injury and any sums reasonably paid by the corporation on account thereof may be recovered by the corporation from the Company :
- (17) Before removing the bridge carrying the road numbered 2 in the parish and county borough of West Bromwich on the deposited plans relating to the lands near Swan Village Station which the Company are by this Act authorised to acquire the Company shall make a new footpath not less than 4 feet in width in the position coloured pink on the plan signed by William Wylie Grierson on behalf of the Company and Albert Daniel Greatorex on behalf of the corporation :

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- (18) Notwithstanding anything in this Act contained the Company shall not stop up or discontinue the footpath leading from New Street to Gas Street coloured blue on the said plan but they shall be at liberty to fence off the said path to a width of not less than four feet and also to divert it in a manner to be reasonably approved by the corporation:
- (19) The said footpaths shall be for the use of the public and shall be maintained by and at the expense of the corporation:
- (20) If any difference shall arise between the Company and the corporation respecting any matter under this section the same shall in default of agreement be determined by an engineer to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall extend and apply to the determination of such difference.

Provisions as to stopping up footpath at Brierley Hill.

37. From and after the completion and opening for traffic of the road coloured pink on the plan signed by the Right Honourable the Earl of Donoughmore the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (of which plan one copy has been deposited in the Private Bill Office of the House of Commons and one copy has been deposited in the Parliament Office of the House of Lords) all public rights of way over the footpath known as Birdcage Walk coloured blue on the said plan shall cease and determine.

For protection of Kingswinford Rural District Council.

38. The following provisions for the protection of the Kingswinford Rural 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) :—

- (1) Before constructing any works on the lands adjoining the Company's Kingswinford Branch Railway which they are by this Act authorised to acquire in the parish and rural district of Kingswinford lying between High Street Brockmoor and Moor Street Brierley Hill the Company shall give the council possession of a strip of land 4 feet in width along and outside the eastern fence of the said railway as

then existing between the footpath numbered on the deposited plans 1 in the said parish and rural district and Moor Street and the council shall forthwith make up the same as a footpath for the use of the public and thereupon all rights of way (if any) over under or across the said railway between High Street and Moor Street shall cease and determine :

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(2) In constructing any works on the said lands over the storm water drain at or near the boundary fence of the enclosures respectively numbered 1 and 2 on the said plans belonging to or vested in the council the Company shall at their own expense extend the existing culvert under the said branch railway under such works either by a brick culvert or a cast iron or a concrete pipe of the same diameter and provide a manhole under the footpath to be constructed by the council as aforesaid and such works shall be carried out to the reasonable satisfaction of the council :

(3) In the event of any difference arising between the Company and the council with reference to the provisions of this section the same shall unless otherwise agreed be settled by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

39. Nothing in this Act shall authorise the Company to interfere with the electric lines and works of the Midland Electric Corporation for Power Distribution Limited except in accordance with and subject to the provisions of section 15 of the Electric Lighting Act 1882 and section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 Provided always that this section shall not apply to any lines and works which have been or may hereafter be laid down by the said corporation under the provisions of a grant from the Company to the said corporation dated the 9th day of September 1903 or of an agreement between the same parties dated the 13th day of April 1905.

For protection of Midland Electric Corporation for Power Distribution Limited.

40. The provisions of the section of this Act the marginal note whereof is "Protection of gas and water mains of local

For protection of Abertillery Water Board.

A.D. 1913. authorities" shall extend and apply to the water mains pipes and apparatus of the Abertillery Water Board and shall be construed as if the Abertillery Water Board were a local authority within the meaning of that section.

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

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

(1) In constructing the widening by this Act authorised of the bridge carrying the Nine Mile Point Branch Railway of the Company over the River Ebbw in the parish and urban district of Risca the Company shall extend the easternmost span of the existing bridge of the same width as and in the same alignment as and with a soffit not lower than that of the said existing span and the Company shall dedicate to the public as and for a public highway any land now owned by them or which they may acquire under the said widened span. If in carrying out the said widening the Company interfere with the footpath leading from the footbridge over the River Ebbw along the north-western boundary of the said branch railway and situate in the enclosure numbered on the deposited plans of the said widening 2 in the parish of Risca or with the footpath leading from the said footbridge and passing under the said bridge on the western side of the enclosure numbered on the said plans 4 in the said parish they shall carry out any diversion thereof or any alteration thereto to the reasonable satisfaction of the surveyor to the council and subsection (3) of section 35 of the Great Western Railway Act 1912 shall be read and have effect as if the word "under" had been substituted for the word "across" in relation to the footpath first mentioned in that subsection:

(2) Before or contemporaneously with the removal of the footbridge at the southern end of Cross Keys Station or the carrying out of any works in connection with the widening of the railway of the Company under

such footbridge the Company shall subject to the council obtaining any consents which may be necessary re-erect the said footbridge or erect a new footbridge over the Pennar Branch Railway for the use of the public at Carlton Place Cross Keys to the reasonable satisfaction of the council and thereupon all rights of way over the Western Valleys Railway and the Pennar Branch Railway at or adjoining the site of the existing footbridge shall be extinguished and subsection (4) of section 35 of the Great Western Railway Act 1912 shall cease to apply to the said footbridge :

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

42. Subject to the provisions of this Act the Two Companies or either of them with as between themselves the consent of the other may make and execute in the lines and according to the levels shown upon the deposited plans relating thereto the works and exercise the powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for that purpose (that is to say) :—

Power to
Two Com-
panies to
construct
works.

In the parish of Sutton in the rural district of Atcham in the county of Salop—

They may stop up and discontinue so much of the footpath leading from Meole Brace to Shrewsbury which crosses the Shrewsbury and Hereford Railway of the Two Companies on the level at a point 10 chains or thereabouts north of the bridge carrying the road leading from Meole Brace to Sutton over that railway as lies between its junction with the road leading from Shrewsbury to Church Stretton and a point $\frac{1}{2}$ chain or thereabouts east of the said crossing and in lieu thereof they may make a new footpath along the eastern boundary of the said railway

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between the said last-mentioned point and a point in the first-mentioned road 1 chain or thereabouts east of the said bridge :

In the parish and urban district of Church Stretton in the county of Salop—

They may alter and divert so much of the footpath which crosses the said Shrewsbury and Hereford Railway on the level at a point 11 chains or thereabouts south-west of the bridge carrying Sandford Avenue over that railway at Church Stretton Station as lies between the boundaries of the property of the Two Companies :

In the parish of Wistanstow in the rural district of Church Stretton and in the parish of Halford in the rural district of Ludlow in the county of Salop—

They may stop up and discontinue so much of the road known as Watling Street which crosses the said Shrewsbury and Hereford Railway on the level as lies between its junction with the road leading from Church Stretton to Craven Arms and a point 13 chains or thereabouts south-west of that crossing and they may stop up and discontinue so much of the road known as Long Lane as lies between its junction with Watling Street and a point $\frac{1}{2}$ chain or thereabouts south-east of the level crossing by that road of the said railway and in lieu thereof they may make a new road between a point in Watling Street 13 chains or thereabouts south-west of the first mentioned level crossing and a point in the said road leading from Church Stretton to Craven Arms 11 chains or thereabouts north of the junction of Long Lane with that road ;

They may stop up and discontinue so much of the footpath leading from Cheney Longville to Newington which crosses the said Shrewsbury and Hereford Railway on the level south of and near to Watling Street level crossing as lies between its junction with the road leading from Church Stretton to Craven Arms and a point 30 chains or thereabouts north-west of that junction and in lieu thereof they may make a new footpath between the last mentioned point and a point in Watling Street 13 chains or thereabouts south-west of the crossing by that road of the said railway.

For protec-
tion of
Church

43. The following provisions for the protection of the Church Stretton Rural District Council the Ludlow Rural District

Council the Wistanstow Parish Council and the Halford Parish Council shall apply and have effect (that is to say):—

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Stretton
and Ludlow
Rural Dis-
trict Councils
and Wis-
tanstow
and Halford
Parish
Councils.

(1) Notwithstanding anything in this Act contained or shown on the deposited plans relating to the new road at Craven Arms in the county of Salop which the Two Companies are by this Act authorised to construct they shall not deviate laterally in a southerly direction from the centre line of the new road as shown on the deposited plans but they may deviate laterally in a northerly direction to an extent not exceeding 5 yards and shall complete the said road to the reasonable satisfaction of the Church Stretton Rural District Council and in the event of any difference arising between the Two Companies and the said council under this subsection the same shall be referred to and determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889:

(2) From and after its completion the new road (except the structure of the bridge carrying the same over the railway of the Two Companies which structure shall be repaired by and at the expense of the Two Companies) shall be repaired and maintained by and at the expense of the Church Stretton Rural District Council:

(3) The Two Companies shall erect stiles in the fences or hedges of all fields where intersected by the new footpath similar to those in the fences or hedges of the fields intersected by the portion of the existing footpath proposed to be stopped up under the powers of this Act.

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

For further
protection of
Halford
Parish Coun-
cil.

Contemporaneously with the construction of the road at Craven Arms in the county of Salop by this Act authorised the Company shall make a zigzag path not less than 4 feet in width with a gradient not steeper than 1 in 6

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down the slope of the said road and also a path of the said width along the western boundary of the said railway for the purpose of affording access between the said road and the field lying on and adjoining the western side of the said railway and the southern side of Long Lane such paths to be kept open during such time as the council hold and use such field as an allotment ground.

Power to
Two Com-
panies to
acquire addi-
tional lands.

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

In the county of Salop—

Certain lands in the parish of Wistanstow in the rural district of Church Stretton and in the parish of Halford in the rural district of Ludlow lying on and adjoining both sides of the Shrewsbury and Hereford Railway of the Two Companies and between points respectively about 12 chains north and 28 chains south of the level crossing by the road known as Watling Street of that railway.

Power to
Joint
Committee
to divert
footpath.

46. Subject to the provisions of this Act the Joint Committee may in the lines shown on the deposited plans relating thereto alter and divert in the parish of High Wycombe in the borough of Chepping Wycombe in the county of Bucks so much of the footpath leading from London Road to Hatter's Lane which crosses the railway of the Joint Committee on the level at a point 22 chains or thereabouts east of the bridge carrying that railway over Gordon Road as lies between the boundaries of the property of the Joint Committee and they may carry the same across the said railway by means of a footbridge.

Power to
Joint Com-
mittee to
acquire addi-
tional lands.

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

In the county of Bucks—

Certain lands in the parish of Chalfont Saint Peter's in the rural district of Amersham lying on and adjoining the

north-eastern side of the railway of the Joint Committee and between points respectively about 32 chains and 37 chains north-west of Gerrards Cross Station. A.D. 1913.

48. Where this Act authorises the deviation of a road or footpath or the making of a new road or footpath in substitution for an existing road or footpath or portion thereof and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until such new road or footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company the Two Companies or the Joint Committee as the case may be and the road authority until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

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

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

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing road or footpath or portion authorised to be stopped up shall be extinguished and the Company the Two Companies or the Joint Committee 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 the Two Companies or the Joint Committee as the case may be:

Provided that the Company the Two Companies or the Joint Committee 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.

49. All private rights of way over any lands which are under the powers of this Act authorised to be acquired

As to private rights of way over lands

A.D. 1913.
—
taken com-
pulsorily.

compulsorily shall as from the date of their acquisition be extinguished. Provided that the Company the Two Companies or the Joint Committee 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.

Provision as
to repair of
new roads
and foot-
paths.

50. The roads streets footpaths and highways to be made altered or diverted under the authority of this Act (except the stone steel or other structure of any bridge carrying the same over or under any railway of the Company the Two Companies or the Joint Committee which structure except where otherwise expressly provided by this Act shall be repaired and maintained by and at the expense of the Company the Two Companies or the Joint Committee as the case may be) shall unless otherwise agreed or otherwise specially provided by this Act when completed respectively be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portion or portions of the same roads streets and footpaths now devolves.

Power to
make agree-
ments as to
construction
of or contri-
bution to-
wards cost of
new roads
&c.

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

Power to
deviate in
construction
of works.

52. The Company the Two Companies or the Joint Committee or either of them as the case may be may in constructing the works other than the railways deviations and widenings of railways and works in connection therewith by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the new roads streets and other similar works

shown on the deposited sections to any extent not exceeding three feet or (if the work be situate in any town village street or land continuously built upon) two feet but not so as to increase the rate of inclination of any new road or street beyond that prescribed by this Act where such rate is steeper than the rate of inclination prescribed by the Railways. Clauses Consolidation Act 1845 and where such rate of inclination is less than that so prescribed it may be increased to such prescribed rate except where otherwise expressly provided by this Act. A.D. 1913.

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

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

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

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

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

A.D. 1913.

Application
of penalty.

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

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

Period for
compulsory
purchase of
lands.

56. The powers of this Act for the compulsory purchase of lands by the Company the Two Companies or the Joint 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 ease-
ments &c.

57. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company the Two Companies or 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 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. A.D. 1913.

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

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

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the first part of the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the 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

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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:
- (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. A.D. 1913.

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.

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

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

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

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

60. Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to His Majesty in right of the Duchy of Cornwall without the consent in writing of some two or more of such of the regular officers of the said duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall. Saving rights of Duchy of Cornwall.

A.D. 1913. Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in the relation to the said duchy or belonging to the Duke of Cornwall for the time being without the consent of such duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges powers or authorities vested in or enjoyed by His Majesty in right of the Duchy of Cornwall or in or by the Duke of Cornwall for the time being.

Extension of time for compulsory purchase of lands under Act of 1910.

61. The powers for the compulsory purchase of lands for the purposes of Railway No. 3 authorised by the Great Western Railway (General Powers) Act 1910 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 thirteen and after the expiration of that period the said powers shall cease.

Extension of time for completion of railway authorised by Act of 1910.

62. The time limited by the Great Western Railway (General Powers) Act 1910 for the completion of Railway No. 3 authorised by that Act is hereby extended for a period of three years from the twenty-sixth day of July one thousand nine hundred and fifteen and sections 46 and 47 of the said Act shall be read and construed as if the time limited by this Act for the completion of the said railway had been the time limited by the said Act for the completion thereof.

If the said railway is not completed within the period limited by this Act with reference thereto then on the expiration of that period the powers by the said Act of 1910 as extended by this Act granted to the Company for making and completing the same shall cease except as to so much thereof as shall be then completed.

Extension of time for completion of railways authorised by New Railways Act 1905.

63. The time limited by the Great Western Railway (New Railways) Act 1905 as extended by the Great Western Railway (General Powers) Act 1909 for the completion of Railways Nos. 2 3 and 4 authorised by the said Act of 1905 is hereby further extended for a period of two years from the eleventh day of July one thousand nine hundred and thirteen and sections 54 and 55 of the said Act of 1905 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 1905 for A.D. 1913.
the completion thereof.

If the said railways are not completed within the period limited by this Act with reference thereto then on the expiration of that period the powers by the said Act of 1905 as extended by the said Act of 1909 and this Act granted to the Company for making and completing the same shall cease except as to so much thereof respectively as shall be then completed.

64. The Company shall abandon the construction of the harbour works and the Railways Nos. 4 5 and 6 authorised by the Great Western Railway (New Works) Act 1898.

Abandonment of harbour works and railways Weymouth.

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

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

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

Compensation to be made in respect of railway abandoned.

A.D. 1913.

Lands acquired by Company for purposes of harbour works and railways to be sold.

67. All the lands acquired by the Company for the purposes of the harbour works and railways authorised to be abandoned by this Act shall be sold by the Company within five years from the passing of this Act in the manner prescribed by the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands except that the Company may sell and convey to the Admiralty and the Admiralty may purchase and acquire the whole or some portion of the said lands forming part of or adjoining the foreshore at Weymouth.

For protection of Admiralty.

68. Notwithstanding the abandonment of the harbour works at Weymouth by this Act authorised the following provisions shall unless otherwise agreed between the Admiralty and the Company apply and have effect (that is to say):—

(1) The portion of the Admiralty breakwater which was by section 7 (1) of the Great Western Railway (New Works) Act 1898 vested in the Company shall as from the date of the passing of this Act be transferred to and vest in the Admiralty and the Company shall be relieved of all obligations in respect thereof imposed on them by that Act:

(2) The Admiralty and any other Government Department authorised by the Admiralty shall have the free right of user at all times and for all purposes (including the laying thereunder of pipes and cables) of the existing approach road (being a modification of the roadway referred to in section 7 (8) of the said Act of 1898) from the said breakwater to the public road with which the said approach road connects and also of the footpath leading from the said breakwater to the public footpath along the top of the adjoining cliff. The said approach road and footpath shall be maintained by the Company but the Government shall repay to the Company any additional cost to which they may be put by the laying of the said pipes and cables.

Confirming market agreement.

69. The market agreement is hereby confirmed and made binding on the parties thereto and effect may and shall be given to the said agreement accordingly and the purchase money referred to therein may be paid to and received by the market trustees and the receipt of the market trustees or any

five or more of them shall be a good and sufficient discharge for the purchase money so paid. A.D. 1913.

70. It shall be lawful for the market trustees at any time after the completion of the sale and conveyance to the Company of the lands to be acquired by the Company pursuant to the provisions of the market agreement to reconstruct rebuild and rearrange to such extent and in such manner as they may deem necessary or expedient the market buildings stalls and other buildings erections and premises on so much of the site of the cattle market as is not so sold and conveyed to the Company as aforesaid and to erect upon the said portion of the said site any new buildings or premises in the place of any buildings or premises erected on that portion of the said site which is so sold and conveyed as aforesaid.

Power to market trustees to reconstruct cattle market.

71. At all times after the completion of the sale and conveyance to the Company of the lands to be acquired by the Company pursuant to the provisions of the market agreement and as well before as after any such reconstruction rebuilding or rearrangement or the erection of any such new buildings as is or are referred to in the section of this Act of which the marginal note is "Power to market trustees to reconstruct cattle market" the market trustees may hold so much of the site of the cattle market as is not so sold and conveyed to the Company and may carry on thereon and on any extension or enlargement thereof which may hereafter be effected the cattle market and may exercise and enjoy all such rights powers privileges and exemptions and shall be subject to all such obligations restrictions and liabilities on or in respect of the said portion of the said site and any such extension or enlargement thereof as aforesaid as they are entitled to exercise and enjoy or are subject to on or in respect of the existing site of the cattle market in all respects as if the said portion of the said site and any such extension or enlargement thereof as aforesaid which shall from time to time have been effected were the whole site on which the cattle market was immediately before the passing of this Act authorised to be carried on.

Power to market trustees to carry on cattle market on remainder of site.

The market trustees may also from time to time maintain and keep in repair all buildings or erections for the time being erected upon the said portion of the said site or any such extension or enlargement thereof as aforesaid and may remove all or any of such buildings and erections and erect upon the said portion of the said site or on any such extension or

A.D. 1913. enlargement thereof as aforesaid all such new buildings or erections as they may deem necessary or expedient for the purposes of the cattle market.

Application
by market
trustees of
purchase
money.

72. All purchase money and compensation paid to the market trustees by the Company pursuant to the market agreement shall be applied by the market trustees in the manner following (that is to say):—

First In payment of the costs charges and expenses incurred or to be incurred by them in exercise of the powers of the section of this Act of which the marginal note is “Power to market trustees to reconstruct cattle market”:

Secondly In repayment of all principal moneys borrowed by the market trustees (other than such moneys as are referred to in the next following paragraph) and for the time being outstanding:

Thirdly In payment to the Bristol Corporation and the feoffees of St. Thomas’ Church lands and the trustees of Mary Gresley’s Charity respectively of the principal moneys remaining due and payable to them in respect of the purchase of houses buildings lands tenements or hereditaments used or taken for the purposes of the Market Act and in repayment to the Bristol Corporation of the principal moneys (other than such principal moneys as last aforesaid) advanced or contributed by them to the market trustees for the purposes of the Market Act and for the time being outstanding.

The balance of the said purchase money and compensation after applying so much thereof as may be required for the purposes hereinbefore directed shall be invested by the market trustees in the names of any three or more of them in or upon any of the stocks funds securities or investments in or upon which trustees are for the time being by law authorised to invest trust moneys and the income arising from any such investment shall form part of and be applied by the market trustees in the same manner as the revenue received by the market trustees from the cattle market and the said Wool Hall:

Provided always that the market trustees may at any time and from time to time sell or convert into money all or any of the investments for the time being representing the said balance of purchase money and compensation or any part thereof and

apply the proceeds of such sale or conversion for the purposes at any future time of altering extending enlarging or reconstructing the cattle market or the site thereof or any erections or buildings thereon and for any other purposes of the Market Act as amended by this Act to which capital moneys are properly applicable :

A.D. 1913.

Provided also that the market trustees may at any time and from time to time by sale and re-investment exchange all or any of the investments for the time being representing the said balance of purchase money and compensation or any part thereof for any other investment or investments of a nature authorised by this section without being responsible or answerable for any loss which may result from any such change of investment.

73. The agreement dated the 29th day of April 1913 made between the Company of the one part and the Porthcawl Council of the other part a copy whereof is set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the parties thereto and shall be carried into effect accordingly.

Confirmation of agreement with Porthcawl Council.

74. The Company may abandon and discontinue so much of the dock and harbour works belonging to them and situate in the urban district of Porthcawl as is not to be conveyed to the Porthcawl Council in accordance with the agreement set forth in the Third Schedule to this Act and the Company may use and appropriate the site thereof and the lands and premises adjoining thereto so far as the same are not to be conveyed to the Porthcawl Council as aforesaid for other purposes of their undertaking or may sell lease or otherwise dispose of any part or parts of such site lands and premises.

Abandonment of Porthcawl docks.

75. Subject to the provisions of the agreement set forth in the Third Schedule to this Act the Porthcawl Council may appropriate and use the lands to be conveyed to them in pursuance thereof for such purposes as they may think fit and the Local Government Board may sanction.

Transfer of site of docks to Porthcawl Council.

76. All the rights powers privileges authorities and liabilities granted to or conferred or imposed upon the Central London Company by the Central London Act or by any Act or Acts incorporated wholly or partially therewith for the purposes of or in relation to the Railways Nos. 3 and 4 by the Central London Act authorised shall by virtue of this Act be transferred to vested in and imposed upon the Company.

Transfer to Company of certain powers under Central London Act 1911.

A.D. 1913.

Powers of
Central Lon-
don Company
to be exer-
cised by
Company.

77. All the rights powers and privileges of the Central London Company and their directors officers and servants respectively which by virtue of the Central London Act or of any Act or Acts incorporated wholly or partially therewith might be exercised and enjoyed by the Central London Company or their directors officers or servants for the purposes of or in relation to the said Railways Nos. 3 and 4 shall be exercised and enjoyed by the Company and their directors officers and servants respectively under and with the same regulations restrictions conditions liabilities obligations penalties and immunities in accordance with the Central London Act as by the Central London Company and their directors officers and servants respectively.

Central Lon-
don Act to
apply to
Company.

78. The provisions of the Central London Act and of any Act or Acts incorporated wholly or partially therewith so far as they relate to or confer powers for the purposes of or in relation to the said Railways Nos. 3 and 4 shall be read and have effect as if such powers had been conferred on the Company instead of the Central London Company and the Central London Company are hereby relieved from all liabilities and obligations under the said provisions.

Saving for
Postmaster-
General.

79. Nothing in this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the Railways Nos. 3 and 4 by the Central London Act authorised and from time to time to alter such telegraphic lines and to enter upon the said Railways Nos. 3 and 4 for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the powers of the Central London Company in relation to the said Railways Nos. 3 and 4 are transferred to or vested in the Company as freely and fully in all respects as he was entitled to do before the passing of this Act.

Power to
Company to
apply funds
to purposes
of Act.

80. The Company may apply to all or any of the purposes of this Act to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose or which being so made applicable are not required for the special purpose And the Company may for the general purposes of their undertaking and for the more efficient working of their traffic issue any shares or stocks which under the

authority of any Act passed prior to the present session of Parliament the Company may have created or may hereafter create but which are not or may not be required for the special purposes for which such shares or stocks respectively were authorised to be created Provided that all money raised by the issue of such shares or stocks shall be applied only to purposes to which capital is properly applicable. A.D. 1913.

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

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

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

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

A.D. 1913. The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

FIRST PART.

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

Area.	Nos. on deposited Plans.
RAILWAY No. 1 (HALESOWEN LOOP).	
Parish of Hill in the rural district of Halesowen	- 2a.
RAILWAY No. 2 (FFOREST-FÂCH BRANCH).	
Parish of Cockett in the rural district of Swansea	7 8 11 25 26 29 30 31 34.
DEVIATION AND WIDENING No. 1 (PENNAR BRANCH RAILWAY).	
Parish and urban district of Mynyddyslwyn	- 6 7 8 9 10 11 12 13 27.
DEVIATION AND WIDENING No. 2 (PORTHCRAWL BRANCH RAILWAY).	
Parish of Pyle in the rural district of Penybont	- 20 21 48 49 52 53 68.
Parish of Newton Nottage and urban district of Porthcawl.	48 49 53 60 62 69 83 84 85 86 107 118 120 122.
BRIDGES AND LANDS BETWEEN IVER AND WEST DRAYTON.	
Parish of Iver in the rural district of Eton	- 6.
LENGTHENING OF BRIDGES AND LANDS AT WEST BROMWICH.	
Parish and county borough of West Bromwich	- 5a 16 17.
LENGTHENING OF BRIDGE AND LANDS AT BRIERLEY HILL.	
Parish and urban district of Brierley Hill	- 9 14 16 17.
LENGTHENING OF BRIDGES ROADS AND LANDS AT RUABON.	
Parish of Ruabon in the rural district of Wrexham	1 5 6 9 10 11 12 13 24 25 35 46 49.
FOOTPATH AND LANDS AT TAUNTON.	
Parish of Saint James (Within) in the borough of Taunton	3.
FOOTPATH AND LANDS NEAR HADLEY.	
Parish of Hadley in the rural district of Wellington.	6.
FOOTPATH AT ABERDARE.	
Parish and urban district of Aberdare	- - - 1 2 3 4.

A.D. 1913. for the sum of twenty-six thousand pounds the inheritance in fee simple in possession of and in all that piece or parcel of land situate in that part of the parish and city and county of Bristol which was formerly in the parish of Temple forming part of the Bristol Cattle Market and having an area of nine thousand and seventy-six square yards or thereabouts but except the mines and minerals thereunder which said piece of land is for better identification edged pink on the plan hereto annexed.

2. The premises are sold subject to all quit and other rents incidents of tenure and easements affecting the same but free from all other incumbrances.

3. The purchase money shall be considered to include satisfaction and compensation for all damage (whether permanent temporary or recurring) loss or inconvenience occasioned by severance or otherwise injuriously affecting the trustees' other property in the exercise of the powers of the Company or by the removal or loss of trade or goodwill except structural damage or injury to any adjoining lands or buildings (whether existing or future) caused by the construction of the said railway and works and shall be in full satisfaction for all accommodation works except such as are hereby specially provided for which might otherwise be required to be made or done for the better enjoyment protection or accommodation of the trustees' other property.

4. The Company shall in the omnibus Bill promoted by them in the next ensuing session of Parliament apply for and use their best endeavours to obtain at the sole costs and charges of the Company in all things statutory powers to enable the trustees to sell and the Company to purchase the said premises at the agreed price and the Company shall at the request of the trustees and provided that particulars are furnished to the Company by the trustees within a reasonable time before the publication of the notices of the Company's Bill or the deposit of the Bill of which reasonable notice shall be given to the trustees include in such Bill all such provisions as the trustees may think necessary or desirable for enabling the trustees to deal with the said purchase money and for repealing altering amending or re-enacting in such manner as the trustees may be advised the whole or such parts of the said Act of Parliament (9 Geo. IV. cap. 41.) relating to the Bristol Cattle Market and Wool Hall in so far as the same may be rendered necessary by the sale hereby agreed to be made Provided always that the Company shall be at liberty at any stage of the Bill to withdraw the same if in their opinion it is expedient to do so owing to opposition thereto on the second reading or other stages of the Bill The costs and charges payable under this clause shall include the reasonable costs charges and expenses of the trustees solicitor and parliamentary agents (if any) and of the witnesses which the trustees may request the Company to

call and which the Company and the trustees shall consider necessary to give evidence in support of the before-mentioned provisions of the said Bill. A.D. 1913.

5. The purchase shall be completed and the Company shall be entitled to possession of the said lands on the twenty-fourth day of June one thousand nine hundred and fifteen. The Company shall pay to the trustees interest at the rate of four per cent. per annum on the said purchase money from the day fixed for completion until the completion of the purchase unless the purchase shall not be completed owing to the default of the trustees.

6. The land tax and tithe rentcharge (if any) shall be apportioned if necessary at the expense of the Company.

7. The Company shall within two weeks from the completion of the purchase erect an approved temporary fence along the line A B on the annexed plan and shall with all reasonable dispatch after the completion of the purchase erect and complete and for ever thereafter maintain at their own expense and to the satisfaction of the trustees' surveyor a substantial boundary and retaining wall along the said line marked A B of such materials of such design and of such height width and length as shall be shown or described in plans and specifications previously prepared by the Company and submitted to and approved by the trustees. So much of the said wall within a measured distance of eighteen inches from the face thereof fronting the said cattle market throughout its entire length and height shall be built on the land of the trustees and shall upon completion become the absolute property of the trustees subject to the right and liability of the Company to maintain the same as aforesaid and the trustees shall have full right and liberty provided that in the exercise of such right and liberty the stability of the said wall shall not be weakened in any way at all times to tie into and utilise the said wall as if the same were part of the cattle market buildings. The Company shall have the right at their own expense to reconstruct the said wall at any time or times hereafter. Provided that should this necessitate any reconstruction of the trustees' adjoining buildings then the Company shall thereupon pay to the trustees the reasonable expenses of such reconstruction. Provided also that nothing in this agreement or in the parliamentary powers to be hereafter obtained as hereinbefore mentioned shall lessen or abridge the obligations of the Company as successors in title to the Bristol and Exeter Railway Company to maintain and repair any of the existing walls or buildings of the said Bristol Cattle Market and which are not comprised in the premises hereby agreed to be purchased.

8. The trustees shall be at liberty at any time before the completion of the purchase and within a reasonable time thereafter

A.D. 1913. (not exceeding three months) to remove all building and other materials which may be standing or erected on the premises hereby agreed to be sold.

9. The Company shall not be entitled to an abstract of title but the trustees will on request at the cost of the Company cause one of their joint clerks to make a statutory declaration to the effect that the trustees are entitled to the freehold in fee simple in possession free from incumbrances of and in the said premises and have been in receipt of the rents and profits of the said premises for upwards of forty years without any adverse claim being made thereto or in respect of any rights thereover.

10. The Company shall on the signing of this agreement pay to the trustees towards their surveyor's fees and charges in reference to this sale and purchase the sum of one hundred and twenty guineas and upon completion of the said purchase shall also pay to the trustees the sum of twenty-five guineas towards their solicitor's costs of and incidental to this agreement and of perusing and completing the assurance to the Company.

11. This agreement is made subject to such alterations as Parliament shall 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.

As witness the hands and seals of the trustees and the common seal of the Company the day and year first before written.

Signed sealed and delivered by	
William Terrett Ivie Mackie	WILLIAM TERRETT (L.S.)
Dunlop John Poole John Smith	IVIE M. DUNLOP (L.S.)
Burgess and William Dorrinton	JNO. POOLE (L.S.)
being five of the trustees above-	J. S. BURGESS (L.S.)
mentioned in the presence of	WM. DORRINTON (L.S.)

EDMUND J. TAYLOR Town Clerk Bristol.

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

A. E. BOLTER Secretary.

Common Seal
of the Great
Western Railway
Company.

THIRD SCHEDULE.

A.D. 1913.

AN AGREEMENT made the 29th day of April one thousand nine hundred and thirteen between the GREAT WESTERN RAILWAY COMPANY (hereinafter referred to as "the Company") of the one part and the URBAN DISTRICT COUNCIL OF PORTHCAWL (hereinafter referred to as "the council") of the other part.

Stamp.

Ten
shillings.

WHEREAS the Company are the owners of the Porthcawl Harbour and Docks authorised by the Llynvi Valley Railway Act 1855 and the Llynvi and Ogmore Railways Act 1864:

And whereas the Company are desirous of abandoning such harbour and docks and the works in connection therewith or so much thereof respectively as are not transferred to the council in accordance with this agreement:

And whereas it has been agreed between the Company and the council that the Company should transfer to the council so much of the said harbour and docks and of the lands belonging to the Company as is delineated and coloured pink on the plan attached hereto:

Now it is hereby agreed as follows:—

1. The Company shall convey to the council forthwith after the Royal Assent is given to the Bill which is being promoted by the Company in the present session of Parliament so much of the harbour docks works lighthouse lands and buildings of the Company as is delineated and coloured pink on the said plan and the inheritance thereof in fee simple free from incumbrances but subject as to such parts of the said lands as are comprised therein to an indenture of lease dated the seventeenth day of January one thousand nine hundred and seven and made between the Company of the one part and Sibbering Jones and Company of the other part for a term of twenty-one years at the yearly rent of fifty pounds.

2. With all reasonable despatch after the completion of the conveyance to the council of the said portion of the harbour docks works lighthouse and lands the council shall at their own cost lay out properly construct and thereafter maintain as a road so much of the said lands coloured pink as is enclosed within blue lines upon the said plan such road not to be less than thirty-six feet in width and

A.D. 1913. upon the completion of such road shall dedicate the same to the use of the public as a highway and the Company shall be entitled to the frontage rights to the western side of such road without being liable to contribute to the cost of forming and making up the same.

3. The council shall not erect any building (except bandstands and shelters) upon the said lands coloured pink to the north-east of the line marked A B on the said plan without the previous consent in writing of the Company.

4. As between the Company and the council the council shall be at liberty to maintain the harbour and dock works to be conveyed to them as aforesaid or to abandon the same and subject to the last preceding clause hereof to appropriate and use any part of the lands coloured pink on the said plan for such purposes as they may think fit and the Local Government Board may sanction.

5. The Company shall be at liberty to remove the sidings on the lands coloured pink.

6. The council shall be responsible for the lighting and maintaining of the lighthouse at the south-eastern end of the breakwater and shall relieve the Company of all obligations in respect thereof or in connection with the lands coloured pink.

7. Upon the conveyance to them of the said lands coloured pink the council shall with all reasonable despatch erect all necessary walls and fill in to the reasonable satisfaction and under the superintendence of and in accordance with plans sections and specifications to be previously approved by the Company's engineer the opening connecting the dock and outer basin and coloured green on the plan attached hereto For this purpose the council shall be at liberty to use any stone in the dock walls or the disused coal tips which can in the opinion of the said engineer be withdrawn without affecting the stability of the said dock or coal tips and which the Company can see their way to place at the disposal of the council.

8. The Company shall not oppose any application which the council may hereafter make to Parliament or the Board of Trade for an Act or Order to empower the council to maintain improve and regulate the harbour and dock works to be conveyed to them as aforesaid.

9. This agreement is made subject to such alterations as Parliament shall think fit to make therein but if the Committee of either House of Parliament make any material alteration in this agreement or in the clauses of the Bill relating to the harbour and dock works it shall be competent to either of the parties hereto to withdraw from the same.

In witness whereof the Company and the council have caused their respective common seals to be hereunto affixed the day and year first before written. A.D. 1913.

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

A. E. BOLTER Secretary.



The common seal of the Porthcawl Urban District Council was hereunto affixed at a meeting of the said council held on the 28th day of April 1913 in the presence of

T. G. JONES Chairman.

WM. CHORLEY Clerk.



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