



ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. cvii.

An Act to authorize the Construction of a Pier at *Portbury* in the County of *Somerset*, and of a Railway therefrom to the *Bristol and Exeter* Railway near *Bristol*, with a Branch Railway to *Portishead*; and for other Purposes.

[29th June 1863.]

WHEREAS the Construction of a Pier in the Parish of *Portbury* in the County of *Somerset*, and of a Railway to connect the same with the *Bristol and Exeter* Railway in the Parish of *Bedminster* in the County of *Somerset*, and of a Branch Railway diverging therefrom to *Portishead*, would be of great public Advantage by facilitating the embarking and disembarking of Passengers, Animals, Goods, Wares, and Merchandise from Steam Packets and other Vessels at such Pier, and by opening an additional, certain, and expeditious Means of Communication between *Bristol* and the said Places, and also by facilitating Access to more distant Towns and Places: And whereas the Persons hereafter named, with others, are willing at their own Expense to carry such Undertaking into execution: And whereas a Plan showing the Line or Situation of the said Pier, and Plans and Sections of the intended Railway and Branch Railway, showing the Lines and Levels thereof respectively, and describing the Lands in and through which the

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same

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same respectively may be made or which may be required for the Purposes of the Undertaking, with a Book of Reference to such Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of those Lands, have been deposited with the Clerks of the Peace for the County of *Somerset* and for the City and County of *Bristol*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas it is expedient that Facilities be afforded for Traffic passing over the Railway and Branch Railway by this Act authorized, and also over the Railways of the *Bristol and Exeter* Railway Company (herein-after called "the *Bristol and Exeter* Company"): And whereas it is expedient that such Working and other Arrangements should be authorized and such Powers conferred with reference to the *Bristol and Exeter* Company as are herein-after expressed: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, [in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. 1. This Act may be cited for all Purposes as "*The Bristol and Portishead Pier and Railway Act, 1863.*"

8 & 9 Vict.
cc. 16. 18. &
20.,
10 & 11 Vict.
c. 27., and
23 & 24 Vict.
c. 106., in-
corporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and "The Harbours, Docks, Piers, and Clauses Act, 1847," save so far as the same respectively are expressly varied or excepted by this Act, shall be incorporated with and form Part of this Act: Provided always, that the Provisions of "The Harbours, Docks, and Piers Clauses Act, 1847," with respect to Lifeboats, and with respect to keeping a Tide and Weather Gauge, shall not be in force under or for the Purposes of this Act unless and until and except only so far as the Board of Trade, by Notice in Writing under the Hand of One of the Secretaries of that Board to the Company, require the Company to conform either wholly or in part to those Provisions respectively.

Interpre-
tation of
Terms.

3. In construing the incorporated Acts in connexion with this Act the Expression "the Undertaking," and the Expression "the Railway," in "The Railways Clauses Consolidation Act, 1845," respectively mean the Railway and Branch Railway by this Act authorized, and the Works connected therewith, but not the Pier or Jetty nor the Works connected therewith; the Expression "the Undertakers" in "The Harbours, Docks, and Piers Clauses Act, 1847," shall mean the Company by this Act incorporated; and in this Act the Expression "the Undertaking" includes

as

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as well the Railway and Branch Railway by this Act authorized, and the Works connected therewith, as the Pier or Jetty by this Act authorized, and the Works connected therewith; the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common simple Contract Debt, and not a Debt or Demand created by Statute, unless there be in the Subject or Context hereof anything repugnant to or inconsistent with such Construction.

4. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Same Meanings to Words, &c. in incorporated Acts as in this Act.

5. *James Ford, Richard Fuidge, Richard Robinson, Thomas Canning, and Frederick Wetherley*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking hereby authorized; and for the Purposes aforesaid such Company shall be incorporated by the Name of "*The Bristol and Portishead Pier and Railway Company*," and by that Name shall be a Body Corporate with perpetual Succession, and shall have Power to purchase, acquire, take, hold, and dispose of Lands and other Property, and any Easements, Interests, Rights, Powers, and Privileges in, over, and affecting the same, for the Purposes of the Undertaking, but subject to the Restrictions herein and in the incorporated Acts respectively contained.

Subscribers incorporated.

6. The Share Capital of the Company shall be Two hundred thousand Pounds. Capital.

7. The Number of Shares in which the said Capital shall be divided shall be Eight thousand, and the Amount of each Share shall be Twenty-five Pounds.

Number and Amount of Shares.

8. Five Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at least shall be the Interval between successive Calls, and the aggregate Amount of Calls to be made on any One Share in any One Year shall not exceed Three Fourth Parts of the whole. Calls.

9. The Company may borrow on Mortgage any Sum not exceeding in the whole the Sum of Sixty-six thousand six hundred Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital shall have been subscribed for and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify

Power to borrow on Mortgage.

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certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Arrears may be enforced by Appointment of a Receiver.

10. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for Payment shall be made shall not be less than Eight thousand Pounds in the whole.

Application of Capital.

11. The Monies raised under this Act, whether by Shares or Mortgage, shall be applied only to the Purposes of this Act.

First and other Meetings.

12. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* and *August* in every Year.

Number and Qualification of Directors.

13. Subject to the Provisions herein contained for reducing the Number of Directors, the Number of Directors shall be Eight, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Undertaking.

Power to reduce Number of Directors.

14. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the Number shall never be less than Five.

First Directors of the Company.

15. *James Ford, George Rocke Woodward, Thomas Canning, Richard Robinson, Richard Fuidge, Michael Castle, Richard Fry, and Frederick Weatherley* shall be the First Directors of the Company.

Quorum.

16. A Quorum of a Meeting of Directors shall be Five, and if the Number be less than Eight the Quorum shall be Three.

First Directors to continue in Office until First Meeting after the passing of Act.

17. The Directors appointed by this Act as representing the Shareholders shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office those Directors, or supply the Place of such of those not continued in Office, the retiring Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year next after the Year in which such last-mentioned Directors

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Directors shall have been appointed or elected the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead in the Manner provided by the said "Companies Clauses Consolidation Act, 1845," or by this Act, or either of them.

18. All Advertisements relating to the Affairs of the Company shall be inserted in a Newspaper published in the City of *Bristol*. Newspaper for Advertisements.

19. Subject to the Provisions in this and the incorporated Acts contained, it shall be lawful for the Company to make and maintain the said Pier or Jetty, Railway, Branch Railway, and Works in the Line and upon the Lands delineated on the said Plans, and described in the said Books of Reference, and according to the Levels defined on the said Sections, and to enter upon and take and use such of the said Lands, and purchase by Agreements such Easements, Interests, Rights, Powers, and Privileges in, over, under, and affecting the same, as the Company may think expedient for any of the Purposes of this Act. Power to construct Pier, Railway, &c. according to deposited Plans.

20. The Undertaking to be made and maintained under the Authority of this Act will be the following; (that is to say,) Description of Undertaking.

1. A Pier or Jetty commencing from the Wharf or Sea Wall in the Parish of *Portbury* in the County of *Somerset*, and extending Seaward towards the *Horseshoe Rocks* in a Northerly Direction, for a Distance of Seven hundred Yards or thereabouts, and then diverging towards the *Firefly Rocks* in a Westerly Direction for a Distance of Four hundred Yards or thereabouts: Provided nevertheless, that the said Pier or Jetty beyond the Distance of One hundred Yards from High-water Mark at Spring Tides shall not be a solid Embankment or Pier, but an open-work Viaduct, or Floating Pier or Landing Stage:
2. A Railway commencing in the Parish of *Portbury* at the Commencement of the said intended Pier or Jetty on the said Wharf or Sea Wall, and terminating in the Parish of *Bedminster* in the County of *Somerset* by a Junction with the *Bristol and Exeter* Railway:
3. A Branch Railway commencing in the said Parish of *Portbury* from and out of the said intended Railway, and terminating in the Parish of *Portishead* in the County of *Somerset* at or near the Head of *Portishead Pill*.

21. The Railway and Branch Railway shall be made and maintained on the same Gauge as the *Bristol and Exeter* Railway. Gauge of Railways.

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22. In

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Height and
Span of
Arches.

22. In carrying the Railway over the several Roads numbered on the deposited Plans as follows the Company may make the Arches for carrying the Railway over the Roads respectively of Height or Span not greater than as follows ; (that is to say,)

Number on Plan.	Parish.	Description of Road.	Height of Arch in Feet.	Span of Arch in Feet.
126	Saint George's, otherwise Easton in Gordano.	Public Highway -	15 Feet	20 Feet.
126	Portbury - -	Public Highway -	15 Feet	20 Feet.

Width of
Bridges.

23. In carrying the several Roads numbered respectively on the deposited Plans as follows over the Railway, the Company may make the Bridges of the following Dimensions ; (that is to say,)

Number on Plan.	Parish.	Description of Road.	Width of Bridge.
38	Saint George's, otherwise Easton in Gordano.	Public Highway -	15 Feet.
52	" " "	Public Highway -	15 Feet.

Power to
alter En-
gineering
Works.

24. Notwithstanding anything in " The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the Railway and Branch Railway hereby authorized, may deviate from the Line of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, or they may substitute any other Engineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, or they may substitute a Tunnel, Viaduct, Arch or Arches, not shown on those Plans or Sections, instead of any other Engineering Work as shown thereon ; provided that every such Substitution be authorized by a Certificate of the Board of Trade ; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public would not be diminished thereby : Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of " The Railways Clauses Consolidation Act, 1845."

25. The

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25. The Communication between the Railway and the *Bristol and Exeter* Railway, with which a Junction may be formed under the Powers of this Act, and all such Interference with the Works of the Railway last mentioned as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Bristol and Exeter* Company; and in case of any Difference arising as to the Mode of effecting the Communication, the same shall be determined by an Arbitrator to be appointed at the Cost of the Company by the Board of Trade on the Application of either Company.

Communi-
cations with
the Bristol
and Exeter
Railway to
be made
under the
Direction of
their Engi-
neer.

26. The *Bristol and Exeter* Company may from Time to Time erect such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the Working and Management of such Signals and Conveniences, whether on Land belonging to the Company or not, shall be under the exclusive Management and Regulation of the *Bristol and Exeter* Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction, subject, nevertheless, during its Duration to the Provisions of the Agreement with the *Bristol and Exeter* Company scheduled to this Act.

As to Ex-
pense of
Signals,
Watchmen,
&c.

27. Nothing herein contained shall extend to prejudice, diminish, alter, take away, or interfere with any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the *Bristol and Exeter* Company.

Saving
Rights of
Bristol
and Exeter
Company.

28. The Agreement, of which a Copy is set forth in the Schedule (E.) to this Act annexed, so far as it is intended to be an Agreement between the Company and Sir *William Miles* Baronet, is by this Act confirmed, and may and shall be executed by the Company under their Common Seal, as is provided for by Article 10 thereof, and shall be binding on the Company and Sir *William Miles* and his Successors in Estate respectively, and full Effect shall be given thereto according to the true Intent thereof.

Agreement
in Sche-
dule (E.) for
Protection
of Sir W.
Miles's
Estates con-
firmed.

29. The Quantity of Land to be purchased by Agreement by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Five Acres.

Land for
additional
Stations, &c.

30. The

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Powers for
compulsory
Purchases
limited.

30. The Powers of the Company for the compulsory Purchase of Land for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for
Completion
of Works.

31. The Pier or Jetty, Railway and Branch Railway by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers of this and the incorporated Acts granted to the Company for constructing the said Pier or Jetty, Railway and Branch Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Pier or Jetty, Railway and Branch Railway, as shall then be completed.

Deposit in
Court of
Chancery to
be forfeited
to the Crown
on a certain
Event.

32. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Seventeen thousand one hundred and forty Pounds New Three Pounds *per Centum* Reduced Annuities, which is equal in Value to the Sum of Sixteen thousand Pounds, being Eight *per Centum* upon the Amount of the Estimate of Expense of the Undertaking by this Act authorized, has been transferred to the Accountant General of the Court of Chancery, pursuant to the said Act, in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Seventeen thousand one hundred and forty Pounds so transferred as aforesaid in respect of the Application for this Act, or the Interest or Dividends of that Sum, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Pier or Jetty, Railway and Branch Railway, hereby authorized to be made, either open the same respectively for the public Use and Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Pier or Jetty, Railway and Branch Railway respectively, for the public Use and Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Seventeen thousand one hundred and forty Pounds, and the Interest and Dividends thereof, shall immediately from
and

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and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Sixteen thousand Pounds shall have been executed by the Company, with One or more Sureties (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Sixteen thousand Pounds, if the Company shall not, within the Time limited for the Completion of the said Pier or Jetty, Railway and Branch Railway hereby authorized, either open the same for the public Use and Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the said Capital by their said Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the Lords Commissioners, then such Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having been passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid shall respectively be sufficient Evidence of the Facts so certified.

33. The Company may, subject to the Provisions of this Act, from Time to Time dredge, deepen, and scour that Portion of the River *Severn* which lies within the Limits of this Act, and may place and maintain Moorings, Buoys, Dolphins, Capstans, and other necessary Works for the warping or otherwise assisting Vessels entering or leaving the said intended Pier or Jetty, or lying outside or along the same, and may do, execute, and perform all such Acts, Matters, and Things, either in or upon the Lands or Works belonging to them, or within the Limits of this Act, as they shall think necessary and proper for preventing and removing Obstructions or Impediments thereon or therein, and for preserving and facilitating the Access to and increasing the Convenience or Security of the said intended Pier or Jetty, and generally for

Power to
dredge,
scour, and
buoy River
Severn.

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preserving

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preserving the Navigation within the Limits of this Act: Provided always, that any Materials so dredged shall be disposed of in such Manner as the Board of Trade may from Time to Time direct.

Limits of
Pier.

34. The Limits of the Pier for the Purposes of this Act shall be the Pier and the Space lying between the Pier and the Shore and a Line running parallel with the Pier at a Distance of Three hundred Yards from the North Side of the Pier and a straight Line drawn due North and South at a Distance of Three hundred Yards from the West End of the Pier, and a Line running parallel with the last-mentioned Line at a Distance of Three hundred Yards from the East End of the Pier.

Working
Plans to be
submitted to
Board of
Trade before
commencing.

35. Previously to commencing the Construction of any Part of the Pier or Jetty below High-water Mark, the Company shall deposit at the Board of Trade Plans, Sections, and Working Drawings of such Part of the Pier or Jetty for the Approval of the Board of Trade, such Approval to be signified in Writing under the Hand of One of the Secretaries of the Board of Trade, and such Part of the Pier or Jetty shall be constructed only in accordance with such Approval; and when any Part of such Pier or Jetty shall have been commenced or constructed below High-water Mark, it shall not be lawful for the Company at any Time to alter or extend the same without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if any such Part of the Pier or Jetty shall be commenced or completed or be altered or constructed contrary to the Provisions of this Act, it shall be lawful for the Board of Trade to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Board of
Trade may
order a
local Sur-
vey at the
Expense of
the Com-
pany.

36. If at any Time or Times the Board of Trade shall deem it expedient to order a local Survey and Examination of any Works of the Company below High-water Mark, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination; and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Works af-
fecting tidal
Waters
abandoned
may be re-
moved by
Board of

37. If any Work to be constructed by the Company in the Tidal Water, or if any Portion of the Work which affects any such Water, or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Board of Trade to abate and remove the same, or such Part or Parts thereof as he or they may at any Time
or

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or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recovered accordingly, with Costs.

Trade at
Expense of
Company.

38. Where the Railway courses the South Bank of the River *Avon*, the Railway and other Works shall not deviate on the Northern or Eastern Side thereof from the continuous centre Line of Way marked on the Plans deposited at the Admiralty without the previous Consent of the Board of Trade, to be signified in Writing under the Hand of One of their Secretaries, and then only in such Manner as may be mentioned in any such Consent.

Line on
River Bank
not to be
deviated
without
Consent of
Board of
Trade.

39. If any Deviation which requires the previous Consent of the Board of Trade be made without such Consent, it shall be lawful for the Board of Trade to abate every such Deviation, or any Part thereof, and the Cost of every such Abatement shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Unautho-
rized De-
viations may
be abated.

40. Where the Railway cuts off or will cut off Access between the Land and the Shore of the River *Avon*, the Provisions of "The Railways Clauses Consolidation Act, 1845," with respect to Works for the Accommodation of Lands adjoining the Railway, shall apply as if the Shore were such Lands as therein mentioned; and, further, if the Shore there belongs to Her Majesty in right of Her Crown, or if the Public have heretofore had Access from the Land to the Shore there, then, and in such Case the Company shall, during the Formation of the Line of Railway, and from Time to Time thereafter, make and for ever maintain and allow to be used by all Persons and at all Times, free of Toll or other Charge, all such Footways and Carriageways over, under, or across the Railway, or on a Level therewith, as the Board of Trade from Time to Time by Writing under the Hand of a Secretary or Assistant Secretary of the Board directs or approves.

Provision
respecting
Access to the
Shore under
or across the
Railway.

41. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Foreshore or other Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give); neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right,

Not to take
Land be-
longing to
the Crown
without
Consent of
Commis-
sioners of
Woods, &c.

Privilege,

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Privilege, Power, or Authority vested in or enjoyed or exercisable by the Queen's Majesty, Her Heirs or Successors.

Saving
Rights of
Crown and
of the Tri-
nity House.

42. Nothing contained in this Act, or in any of the Acts herein referred to, shall divert, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Corporation of the *Trinity House*.

Rates on
Passengers
on Pier as
in Schedule
(A.)

43. The Company may demand and receive for every Person who shall land from or embark in any Vessel at or from or within the Limits of the Pier, and for every Person who shall walk on or use the Pier in respect of every such Landing or Embarkment, and at every Time of entering or coming upon the Pier, and for all Animals, Articles, Goods, and Things (not being Articles of Merchandise) in the Schedule (A.) to this Act mentioned, which shall be landed or shipped, received or delivered, from or upon the said Pier, or within the Limits thereof, any Sum not exceeding the Sum mentioned in the Schedule (A.) to this Act.

Rates on
Goods
shipped or
unshipped
at the Pier,
as in Sched-
ule (B.)

44. The Company may demand and receive for all Goods, Wares, and Merchandise in the Schedule (B.) to this Act mentioned, which shall be shipped or unshipped, received or delivered, from or upon the said Pier, or within the Limits thereof, any Sum not exceeding the several Rates specified in the said Schedule (B.).

Rates on
Vessels as
in Schedule.

45. The Company may demand and receive for every Vessel using the said Pier, or coming within the Limits thereof, any Sum not exceeding the several Rates specified in the Schedule (C.) to this Act.

Cranes,
Weighing
Machines,
&c.

46. It shall be lawful for the Company to erect or provide such Cranes, Weighing and other Materials, Conveniences, Weights, and Measures, upon the Pier or Jetty to be constructed or maintained by them under the Provisions of this Act, as they may think necessary for loading, unloading, measuring, and weighing any Goods, Articles, or Things landed at or delivered from such Pier or Jetty, of which Cranes, Weighing and other Machines, any Person or Persons shall, subject to the Regulations established by the Company, be entitled to have the Use and Benefit who may have Occasion so to do; and the Company, in addition to the other Sums which they are by this Act empowered to demand, may demand, receive, and take for the Use thereof, including the Labourage of Persons to be provided by the Company, for Services at the Pier or Jetty at all reasonable Times, such reasonable Rates or Charges as the Company may from Time to Time by any Byelaw direct or appoint.

No Rate to
be collected

47. Nothing in this Act contained shall authorize the Company to collect any Rate for or in respect of any Boat or Vessel coming within the

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the Limits of the said Pier for the Purposes of Anchorage or Shelter only, and not loading or unloading, or embarking or disembarking Passengers, Live Stock, or Goods of any Description within such Limits, but which Exemption shall not, under any Circumstances, apply to any Boat or Vessel for any longer Time than Twelve Hours; and if any Dispute or Question as to the Existence or Continuance of such Necessity shall arise, the same shall be determined by the Haven Master of the Port of *Bristol* for the Time being, who shall have all the Authorities of a sole Arbitrator appointed by all Parties interested.

in certain
Events.

48. Whereas under and by virtue of "The *Bristol Dock Act, 1848*," and of the divers Acts therein recited, certain Rates or Duties are payable to the Mayor, Aldermen, and Burgesses of the City of *Bristol*, for every Ship or Vessel entering the Port of *Bristol* (except as in the said Act mentioned), by the Master or Commander, Owner or Owners of every such Ship or Vessel, according to the Register Tonnage of the same, and for all Goods, Wares, Merchandise, and Commodities whatsoever imported into the said Port of *Bristol* (except as in the said Act mentioned), by the Owner or Owners, Consignee or Consignees of such Goods, Wares, Merchandise, and Commodities: And whereas the said Pier or Jetty will be situate within the said Port of *Bristol*: Be it enacted, That nothing in the Act contained shall extend to abridge or lessen or in anywise prejudice or interfere with any of the Rights, Powers, Immunities, Privileges, or Authorities of the said Mayor, Aldermen, and Burgesses, as Conservators of the Port and Harbour of *Bristol*.

Saving
Rights of
Corporation
of Bristol.

49. The Company may demand any Tolls for the Use of the Railway and Branch Railway not exceeding the following; (that is to say,)

Tolls for
Use of
Railway.

In respect of the Tonnage of all Articles conveyed thereon or upon any Part thereof, and included within the following Classes:

Tonnage on
Goods.

CLASS 1.—For all Coals, Culm, Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

CLASS 2.—For all Coke, Charcoal, and Cinders, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings of Merchandise, *per Ton per Mile* not exceeding Three Halfpence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

CLASS 3.—For all Sugar, Grain, Corn, Flour, Hides, Dye Wood, Earthenware, Timber, Staves, Deals, Metals (except Iron), Nails,

[Local.]

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Anvils,

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Anvils, Vices, and Chains, *per Ton per Mile* not exceeding Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding Three Farthings:

CLASS 4.—For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fruit, Articles, Matters, or Things, *per Ton per Mile* not exceeding Threepence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny:

CLASS 5.—For every Carriage, of whatever Description, and not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried on a Truck or Platform, *per Mile* not exceeding Sixpence;

And a Sum not exceeding One Penny Halfpenny *per Mile* for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which any Carriage of the Descriptions aforesaid may weigh; and if carried on a Truck or Platform belonging to the Company, an additional Sum *per Mile* not exceeding One Penny.

Tolls for Animals.

In respect of Animals conveyed in Carriages upon the Railway as follows:

CLASS 6.—For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per Mile* not exceeding Threepence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Penny:

CLASS 7.—For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, *per Mile* not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Halfpenny:

CLASS 8.—For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per Mile* not exceeding One Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Farthing.

Tolls for Passengers.

In respect of Passengers conveyed in Carriages upon the Railway as follows:

For every Person conveyed in or upon any such Carriage, *per Mile* not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Penny.

Tolls for Propelling Power.

50. The Toll which the Company may demand and receive for the Use of Engines or other Power for propelling Carriages on the Railway or Branch Railway shall not exceed Three Farthings *per Mile* for such Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls by this Act authorized to be taken.

51. The

The Bristol and Portishead Pier and Railway Act, 1863.

51. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,) Regulations as to Tolls.

For Articles or Persons conveyed on the Railway for a less Distance than Three Miles, the Company may demand the said Tolls as for Three Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand Tolls and Charges in respect of Animals and Merchandise for such Fraction in proportion to the Number of Quarters of a Mile contained therein; and for this Purpose a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile; and in respect of Passengers, Tolls and Charges as for One Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction; and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

52. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may demand and take Tolls not exceeding the following; (that is to say,) Tolls for small Parcels and single Articles of great Weight.

For the Carriage of small Parcels on the Railway and Branch Railway as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence;

For any Parcel exceeding Seven and not exceeding Fourteen Pounds in Weight, Fourpence;

For any Parcel exceeding Fourteen and not exceeding Twenty-eight Pounds in Weight, Sixpence;

For any Parcel exceeding Twenty-eight and not exceeding Fifty-six Pounds in Weight, Eightpence;

And for Parcels exceeding Fifty-six Pounds in Weight, and not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they may think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term applies only to single Parcels in separate Packages:

For the Carriage of any Boiler, Cylinder, or single Piece of Timber or Stone, or other single Articles, the Weight of which, including the Carriage,

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Carriage, exceeds Four Tons but does not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile :

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, exceeds Eight Tons, the Company may demand such a Sum as they think fit.

Passengers
Luggage.

53. Every Person travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second, and Sixty Pounds in Weight for Third Class Passengers, without any Charge being made for the Carriage thereof.

Maximum
Rates of
Charges for
Passengers.

54. The maximum Rates of Charge to be made by the Company for the Conveyance upon the Railway and Branch Railway respectively, including the Tolls for the Use of the Railway and Branch Railway, and of Carriages, and for locomotive and every other Expense incidental to such Conveyance, shall not exceed the following Sums :

For every Passenger conveyed in a First-class Carriage, the Sum of Threepence *per* Mile :

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence *per* Mile :

For every Passenger conveyed in a Third-class Carriage forming Part of a Mixed Train, the Sum of One Penny Halfpenny *per* Mile.

Maximum
Rates of
Charges for
Goods and
Cattle.

55. The maximum Rates of Charge to be made by the Company, including the Tolls for the Use of the Railway and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods,) and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the Amounts mentioned in the following Table; (that is to say,)

For Articles included in Class 1, not exceeding One Penny Halfpenny *per* Ton *per* Mile :

For Articles included in Class 2, not exceeding Twopence *per* Ton *per* Mile :

For Articles included in Class 3, not exceeding Threepence *per* Ton *per* Mile :

For Articles included in Class 4, not exceeding Fourpence *per* Ton *per* Mile :

For any Carriage mentioned under Class 5, not exceeding Sixpence *per* Mile :

For

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For every Animal mentioned under Class 6, not exceeding Fourpence *per Mile* :

For every Animal mentioned under Class 7, not exceeding Threepence *per Mile* :

For every Animal mentioned under Class 8, not exceeding One Penny Halfpenny *per Mile*.

56. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

As to Stations to be considered Terminal Stations.

57. The Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required to run upon the Railway or Branch Railway, but shall apply only to the Express and Ordinary Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway or Branch Railway respectively.

Restriction as to Charges not to apply to Special Trains.

58. Nothing herein contained shall be held to prevent the Company from taking any increased Charges over and above the Charges hereinbefore limited for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance of such Goods (except small Parcels by Passenger Trains), or by reason of any other special Service performed by the Company in relation to such Goods.

Company may take increased Charges by Agreement.

59. The Tolls, Rates, and Charges to be taken upon or in respect of the Railway and Branch Railway, and also the Rates and Charges to be taken upon or in respect of the Pier or Jetty, shall be charged equally and after the same Rate to all Persons under the like Circumstances, and no Deduction or Advance in any of the Tolls, Rates, or Charges to be taken upon or in respect of the Railway and Branch Railway shall be made in favour of or against any Passengers, Animals, or Goods by reason of their having used or not having used the Pier or Jetty; and no Reduction or Advance in any Rates or Charges to be taken upon or in respect of the Pier or Jetty shall be made in favour of or against any Passengers, Animals, or Goods by reason of their having used the Railway or Branch Railway, or not having used any Part thereof, respectively.

Tolls and Rates to be charged equally.

60. It shall be lawful for the Company from Time to Time to enter into and make Contracts and Agreements and Arrangements with the Mayor, Aldermen, and Burgesses of the City of *Bristol*, or any other Corporation, Company, or Persons, with respect to the Use of any Pier or Piers, Landing Place or Landing Places, which may be authorized to

Power to enter into Agreements with Corporation of Bristol.

[*Local.*]

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The Bristol and Portishead Pier and Railway Act, 1863.

be constructed by them in the Rivers *Avon* and *Severn* or either of those Rivers adjacent to or in any way connected with the Railway and Branch Railway, or either of them, authorized by this Act, and with respect to the Accommodation of Traffic arriving at or destined for such Pier or Piers, Landing Place or Landing Places, or any of them, and as to the Receipt and Apportionment of the Tolls and Revenues arising from any such Traffic: Provided always, that all such Contracts and Agreements shall, so far as the same are applicable, be subject to the Provisions herein-after contained with respect to all Contracts and Agreements entered into by the Company with other Companies.

Power to
agree with
Clifton
Suspension
Bridge Com-
pany.

61. And whereas by "The *Clifton* Suspension Bridge Act, 1861," a Company was incorporated for erecting a Suspension Bridge from *Clifton* in the City and County of *Bristol* to the Parish of *Long Ashton* in the County of *Somerset*: And whereas Progress has been made towards the Completion of the said Bridge and of the Roads and Approaches connected therewith: And whereas it would be of great Advantage to the Company and to the Public if the Company were authorized to enter into and make Agreements and Arrangements with the *Clifton* Suspension Bridge Company with respect to the Use of the said Bridge and the Construction and Maintenance of the Approaches thereto: Be it enacted, That it shall be lawful for the Company or any other Company lawfully using or working the said Railway from Time to Time to enter into and make Contracts and Agreements with the *Clifton* Suspension Bridge Company with reference to the Use of the said Bridge, and the Terms and Conditions of such Use, and as to the Construction and Maintenance of any Approach or Approaches to connect the said Bridge with the Railway hereby authorized which may be required for the Purpose of facilitating the free Passage of Traffic desiring to pass over the said Bridge to or from the Railway hereby authorized: Provided always, that all such Contracts and Agreements shall, so far as the same are applicable, be subject to the Provisions herein-after contained with respect to all Contracts and Agreements entered into by the Company with other Companies: Provided always, that nothing contained in such Agreement shall authorize the *Clifton* Suspension Bridge Company to accept from the Company a less Toll than they levy on any other Portion of the Public for the Time being.

Provision
for Protec-
tion of
Works of
Clifton
Suspension
Bridge.

62. It shall not be lawful for the Company, without the written Consent of the *Clifton* Suspension Bridge Company, to deviate the Railway hereby authorized to the North-east from the centre Line shown upon the deposited Plans when constructing the same through or under the Lands or other Property of the *Clifton* Suspension Bridge Company numbered 3 in the Parish of *Long Ashton* on the Plans deposited for the Purposes of this Act, unless such Deviation should be to the Extent of the North-east Line or Limit, nor to construct the same through

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through or under such Lands of a greater clear Width than Twenty-eight Feet: Provided always, that the Works of any Tunnel which may be constructed by the Company through or under such Lands shall be completed to the reasonable Satisfaction of the Engineer-in-Chief for the Time being of the *Clifton* Suspension Bridge Company, who shall be at liberty, if they think fit, to require the said Tunnel to be lined with substantial Masonry for Twenty Yards on either Side of the South-western Pier or Abutment: Provided also, that the Restriction as to Distance herein-before contained shall not exempt the Company from Liability in case of Damage to the said Pier or Abutment or other authorized Works of the *Clifton* Suspension Bridge Company by reason of the Construction of the intended Railway and Works connected therewith.

63. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take, or enter upon, or use, either temporarily or permanently, any of the Lands belonging to the *Clifton* Suspension Bridge Company, other than those required for the Railway and Works hereby authorized, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *Clifton* Suspension Bridge Company under their Common Seal.

64. It shall be lawful for the Company on the one hand, and the *Bristol and Exeter* Company on the other hand, from Time to Time to enter into and make Agreements for and with respect to the following Purposes, or any of them; (that is to say,)

The working of the Pier or Jetty, Railway and Branch Railway, by the *Bristol and Exeter* Company:

The Conveyance by the *Bristol and Exeter* Company of the whole or any Part of the Traffic upon the Railway and Branch Railway, or any Part thereof:

The Division and Apportionment of such Traffic between the Companies Parties to the Contract:

The Supply of any Rolling or Working Stock required for such Purposes:

The Management, Maintenance, and Repair of the Pier or Jetty, Railway and Branch Railway, or any or either of them, or of any Part or Parts thereof respectively:

The Costs and Expenses of such Working, Management, Maintenance, and Repair:

The Collection, Delivery, and general Conduct of such Traffic:

The fixing, collecting, taking, and levying the Tolls, Rates, and Charges arising on the Pier or Jetty, Railway and Branch Railway, or any or either of them, or any Part or Parts thereof respectively:

The

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The Appointment of Officers and Servants :

The Division between the Companies Parties to the Contract of the Receipts arising from the Traffic upon the said Pier or Jetty, or upon the Railway and Branch Railway, or either of them, or any Part thereof respectively, subject to any Deductions to be made therefrom, or any Rent or any other Consideration to be paid by either of those Companies to the other of them by virtue of such Contract.

Confirming
Agreements
in Schedule.

65. And whereas Arrangements have been entered into by and on behalf of the Company with the *Bristol and Exeter* Company with reference to the working, Maintenance, and Management of the Railway and Branch Railway by this Act authorized, and the Agreement in Writing entered into for effecting such Arrangements is set forth in the Schedule to this Act, and it is expedient that it be confirmed : Therefore the Agreement set forth in Schedule D. to this Act shall be and is hereby authorized and confirmed, and shall be binding on the Company and the *Bristol and Exeter* Company, and such Agreement may be enforced by or against the Company in their corporate Capacity in the same Manner as if such Agreement had been made by the Company under their Common Seal : Provided always, that, notwithstanding the Provisions contained in Article 8. of such Agreement, nothing therein contained shall limit the Operation of the Lands Clauses Consolidation Act as to the Sale of superfluous Lands : Provided also, that Article 29. in such Agreement shall be read as though the Words within Brackets as to terminal Charges were not inserted therein, and as though the Words "including therein terminal Charges" were substituted instead thereof.

During
Continuance
of Contract,
Railway and
Branch
Railway to
be consi-
dered Part
of Railways
of contract-
ing Com-
panies.

66. During the Continuance of any Agreement under the Authority of this Act the said intended Railway and Branch Railway, and the Railway or Railways of the *Bristol and Exeter* Company, shall for the Purposes of Tolls and Charges be considered One Railway ; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on such Railway or Railways and partly on the said intended Railway for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles ; and for each Mile or Fraction of a Mile beyond Three Miles as for One Mile only in respect of Passengers and as for a Quarter of a Mile or any Fraction of a Quarter of a Mile beyond Six Miles, as for One Quarter of a Mile in respect of Animals, Minerals, Goods, and other Traffic ; and no other Short Distance Charge than such as is herein-before mentioned shall be made in respect of the Traffic on the said Railway or Railways and the said intended Railway and Branch Railway when worked under any such Agreement.

67. Any

The Bristol and Portishead Pier and Railway Act, 1863.

67. Any such Contract under the Act, save such Agreements as are set forth in the Schedule hereto and confirmed by this Act, or such as could be entered into under the Provisions of "The Railways Clauses Consolidation Act, 1845," incorporated with this Act, and also any Contract with the *Clifton* Suspension Bridge Company, or with the Mayor, Aldermen, and Burgesses of the City of *Bristol*, hereby respectively authorized, not being a Contract which could be entered into under the Provisions of "The Railways Clauses Consolidation Act, 1845," incorporated with this Act, shall be subject to the Approval of the Board of Trade; and no such Contract shall in any Manner increase or diminish, alter, or affect any of the Tolls, Rates, or Charges which the Companies Parties thereto may from Time to Time respectively be authorized and entitled to demand or take from any Person, but all other Persons shall, notwithstanding any such Contract, be entitled to the Use and Benefit of the Railways, Bridge, Piers, and other Works to which the same may respectively relate, on the same Terms and Conditions, and on Payment of the same Tolls and Charges, as if such Contract were not entered into.

Conditions of
such Agree-
ments.

68. No such Contracts, save such as are set forth in the Schedule to this Act, and are so confirmed or authorized as aforesaid, shall have any Operation or Effect, or shall be approved of by the Board, unless and until, in the Case of Contracts with any other Companies, they be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders voting, personally or by proxy, at a Meeting of the respective Companies Parties to such Contract specially convened for the Purpose, and unless and until, in the Case of any Contract entered into under the Powers of this Act with the Mayor, Aldermen, and Burgesses of the City of *Bristol*, they be submitted to and approved by a Special Meeting of the Corporation of the said City specially convened for the Purpose.

To be first
approved by
Share-
holders.

69. In the Case of Contracts with any other Companies, the Meeting shall be called by Advertisements inserted once in each of Two successive Weeks in a Newspaper published in *Bristol*, and in some Newspaper published in the respective County in which the Chief Office of any of the Companies Party to such Contract is situate, the last of which Advertisements shall be published not less than Seven Days before the Day of the Meeting, and also by Circular addressed to every Shareholder entitled to vote at Meetings of the Company, to be served in Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices required to be served by the Company on their Shareholders.

Notice of
Meeting
for such
Approvals.

70. If at the Expiration of Ten Years after the making of any such Contract, and so on from Ten Years to Ten Years, the Board of Trade

Contracts
between
Companies
are

[*Local.*]

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may be modified by the Board of Trade.

are of opinion that the Public Interests are injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of the Contract in such Manner as the Board of Trade may think necessary for removing the Public Injury, and the Contract shall be modified accordingly.

Public Notice at Expiration of decennial Period.

71. The Company, previous to the Expiration of each such decennial Period, shall give such public Notice as the Board of Trade may prescribe, that the Board has such Power and is about to enter upon such Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Engagement.

Contracts may be varied or rescinded.

72. Any such Contract may be varied or rescinded by Consent of the Parties thereto, but any such Variation or Determination shall not operate or take effect until approved by such Majority as herein-before mentioned of the Shareholders in each Company, or by the Corporation, as the Case may be, and by the Board of Trade, in the Manner herein provided, in the Case of any such further Contract, Notice of such intended Variation being also given previous to such Approval in manner aforesaid.

Tolls may taken by the contracting Companies subject to Working Agreement.

73. So long as the *Bristol and Exeter* Company, under the Provisions of this Act, work the Traffic on the Railway and Branch Railway, Tolls not exceeding such as are authorized by this Act may be demanded and taken by the *Bristol and Exeter* Company for the Use of the Railway and Branch Railway, in accordance with the Terms and Stipulations of any such Contract, and such Tolls and Charges, or a proportionate Part thereof, shall be paid over to the Company, or be retained by the *Bristol and Exeter* Company for their own Use and Benefit, subject to such Deductions, Payments, or Liabilities as may be provided in any such Contract.

Appointment of Joint Committee for carrying Arrangements into effect.

74. The Company, and the Mayor, Aldermen, and Burgesses of the City of *Bristol*, or any or either of the Companies with whom any such Contract under the Powers of this Act may be made, as the Case may be, may by any such Contract appoint a Joint Committee composed of such Number of the said Corporation or of the respective Directors or Officers of those Companies as they may respectively think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the contracting Companies, or the Corporation respectively, as may be necessary for carrying into effect the Purposes of such Contract, and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them in like Manner as the same might have been had and exercised by the contracting Companies respectively,

or

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or in the Case of Companies Parties to such Contract by their Directors, or by the Mayor, Aldermen, and Burgesses of the said City of *Bristol*.

75. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares held by him in the Capital by this Act authorized, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing hereinbefore contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Interest not to be paid on Calls paid up.

76. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or herein-after to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Deposits for future Bills not to be paid out of Company's Capital.

77. Nothing herein contained shall be deemed or construed to exempt the Railway and Branch Railway hereby authorized from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act, or of the Rates for small Parcels.

Railway, &c. not exempt from Provisions of present and future General Acts.

78. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

Expenses of Acts.

The Bristol and Portishead Pier and Railway Act, 1863.

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

	s.	d.
For every Passenger and other Person who shall land on the new Pier or Landing Place, or embark or go on board any Vessel, Boat, Wherry, or other Machine from the said Pier or Landing Place, or any Part thereof, for each and every Time	0	3
For every Person not landing on or embarking from the said Pier, who shall use the said Pier for the Purpose of walking for Exercise, Pleasure, or otherwise, for each and every Time	0	3
For every Person who shall ride on Horseback, for Pleasure, Exercise, or otherwise, on the said Pier or Landing Place, such Person and Horse not landing on or embarking from the said Pier, for each and every Time	0	6
For every Four-wheeled Carriage, except a Fly, which shall be drawn on the said Pier or Landing Place, not being landed or embarked therefrom, for each and every Time	1	0
For every Two-wheeled Carriage and every Fly which shall be drawn on the said Pier or Landing Place, not being landed or embarked therefrom, for each and every Time	0	6
For every Horse that shall be landed on or embarked from the said Pier or Landing Place, or any Part thereof, for each and every Time	1	6
If craned, for each and every Time the additional Sum of	0	6
For every Bull, Cow, or Ox which shall be landed on or embarked therefrom, for each and every Time	0	6
For every Pig, Sheep, Lamb, or Dog which shall be landed on or embarked therefrom, for each and every Time	0	1
For every Ass or Calf which shall be landed on or embarked therefrom, for each and every Time	0	3
For every Four-wheeled Carriage which shall be landed on or embarked therefrom, for each and every Time	4	0
If craned, for each and every Time the additional Sum of	1	0
For every Two-wheel Carriage which shall be landed on or embarked therefrom, for each and every Time	2	6
If craned, for each and every Time the additional Sum of	1	0
For all and every Trunk, Portmanteau, Box, Parcel, or other Package falling within the Description of Luggage that shall be landed or otherwise taken from or placed on the said Pier or Landing Place above Fourteen Pounds, and not exceeding Twenty-eight Pounds, each	0	1
If exceeding Twenty-eight Pounds, and not exceeding Eighty-four Pounds, each	0	2
If exceeding Eighty-four Pounds, and not exceeding One hundred and forty Pounds, each	0	3

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	s.	d.
If exceeding One hundred and forty Pounds, and not exceeding Two Hundredweight, each	0	4
If exceeding Two Hundredweight, for every Hundredweight	0	2
And for every Half Hundredweight in addition	0	2

SCHEDULE (B.)

Alum, per Ton	-	-	-	-	-	-	0	3
Annatto, per Ton	-	-	-	-	-	-	1	6
Argols, per Ton	-	-	-	-	-	-	0	6
Arrowroot, per Ton	-	-	-	-	-	-	1	0
Apothecaries Wares and Drugs, per One hundred Pounds	-	-	-	-	-	-	0	1
Bacon and Hams, per Ton	-	-	-	-	-	-	0	4
Bark, per Ton	-	-	-	-	-	-	0	4
Beef and Pork	{	Tins, Score	-	-	-	-	0	2
		Hogsheads, each	-	-	-	-	0	3
		Puncheon, each	-	-	-	-	0	2
		Box or Tierce	-	-	-	-	0	1
		Barrel	-	-	-	-	0	1
		Half Barrel	-	-	-	-	0	0½
Black Lead, per Ton	-	-	-	-	-	-	0	6
Bran, per Ton	-	-	-	-	-	-	0	2
Bones, Bone Ashes, and Dust, per Ton	-	-	-	-	-	-	0	3
Bricks, per Thousand	-	-	-	-	-	-	0	6
Butter	{	per Cask or Firkin	-	-	-	-	0	0½
		per Half Firkin	-	-	-	-	0	0¼
Brimstone, per Ton	-	-	-	-	-	-	0	4
Caoutchouc, per Ton	-	-	-	-	-	-	0	1
Charcoal, per Ton	-	-	-	-	-	-	0	4
Cheese, per Ton	-	-	-	-	-	-	0	3
Chicory, per Ton	-	-	-	-	-	-	0	6
Cider, per Tun	-	-	-	-	-	-	0	6
Coal and Culm, per Ton	-	-	-	-	-	-	0	2
Cocoa and Coffee, per Ton	-	-	-	-	-	-	0	8
Cocoa and Coker Nuts, per One hundred	-	-	-	-	-	-	0	1
Cod Fish, per Ton	-	-	-	-	-	-	0	4
Copper, per Ton	-	-	-	-	-	-	0	6
Ore, per Ton	-	-	-	-	-	-	0	2
Corn—Barley, Beans, Indian Corn, and Peas, per Quarter	-	-	-	-	-	-	0	1
Oats, per Quarter	-	-	-	-	-	-	0	1
Wheat, per Quarter	-	-	-	-	-	-	0	1½
Cork, per Ton	-	-	-	-	-	-	0	8
Corks, per Bag	-	-	-	-	-	-	0	1
Cotton, per Bale or Pocket	-	-	-	-	-	-	0	2
Cream of Tartar, per Ton	-	-	-	-	-	-	0	6
Divi Divi, per Ton	-	-	-	-	-	-	0	4
Earths, per Ton	-	-	-	-	-	-	0	4
Elephant's Teeth, per Cwt.	-	-	-	-	-	-	0	2
Farina, per Ton	-	-	-	-	-	-	0	4

[Local.]

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The Bristol and Portishead Pier and Railway Act, 1863.

	s.	d.
Fish, per Basket	0	3
Flax, per Ton	1	0
Flour { per Barrel	0	0½
{ per Ton (Bags)	0	6
Meal of all Sorts of Grain, per Ton	0	4
Fruit—Almonds, Currants, Figs, Plums, Prunes, and Raisins, per Ton	0	6
Nuts, per Bushel	0	0½
Oranges and Lemons, per Box or Chest	0	0½
Green, per Basket or Sack	0	3
Gambier, per Ton	0	4
Grease, per Ton	0	4
Guano, per Ton	0	6
Guinea Grains, per Cwt.	0	3
Gums, per Cwt.	0	1
Gypsum Stone, per Ton	0	2
Hardware, per Ton	0	6
Hair, per Cwt.	0	1
Hemp, per Ton	1	0
Hides—Dry, per Cwt.	0	1
Wet, per Cwt.	0	1
Glue Pieces, per Cwt.	0	0½
Hoofs of Cattle, per Ton	0	6
Horns, per Cwt.	0	1
Ice, per Ton	0	2
Indigo, per Ton	0	3
Iron, per Ton	0	4
Old, per Ton	0	2
Ore, per Ton	0	2
Jute, per Ton	0	6
Lard, per Ton	0	6
Lemon and Lime Juice, per Pipe	0	6
Lead, per Ton	0	4
Ore, per Ton	0	3
Litharge, per Ton	0	6
Lime, per Chaldron	0	2
Madder, per Ton	0	6
Manganese, per Ton	0	4
Marble, per Ton	0	4
Mats, per One hundred and twenty	0	1
Meat, per Basket	0	3
Metal, old, per Ton	0	4
Molasses, per Ton	0	4
Myrabollams, per Ton	0	4
Ochre, per Ton	0	4
Orange, Lemon, and Citron Peel, per Cwt.	0	1
Oil—Fish, and Blubber, per Tun	0	6
Nut, per Tun	0	6
Olive, per Tun	0	8
Palm, per Tun	0	6
Rape, and all other Seed Oil, per Tun	0	6
Salad, Chest or Half Chests	0	1

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	s.	d.
Oil Cake, per Ton	0	3
Oil Nuts, per Ton	0	6
Onions, per Bushel	0	0½
Orchilla, per Ton	0	8
Ores, unenumerated, per Ton	0	2
Pantiles, per Thousand	0	6
Plaster of Paris, per Ton	0	3
Pepper and Pimento, per One hundred Pounds	0	0½
Piassava, per Ton	0	6
Pitch, Rosin, Tar, and Turpentine, per Barrel	0	1
Petroline, per Ton	2	0
Pot and Pearl Ashes, per Ton	0	6
Pumice Stone, per Ton	0	3
Rags and Junk, per Ton	0	6
Rice, per Ton	0	4
Sago, per Ton	0	4
Salt, per Ton	0	3
Saltpetre, per Ton	0	4
Sand and Stone, per Ton	0	2
Slates, per Ton	0	4
Starch, per Ton	0	6
Stones, per Ton	0	2
Seeds—Canary, Flax, Hemp, Linseed, Rapeseed, and all other Oil		
Seed, per Quarter	0	1½
Carraway, Clover, Grass, Garden, Millet Seed, and all Seed		
sold by Weight, per Cwt.	0	1½
Shellac, per Ton	0	4
Spelter, per Ton	0	4
Skins—Calf Skins and Kips, Dry, per Cwt.	0	1
" Wet, per Cwt.	0	1
Kid, Lamb, and Seal, per One hundred	0	1
Spirits—Brandy and Gin, per Puncheon	0	8
Cases (of 12 Bottles) per Dozen	0	0½
Rum, per Puncheon	0	6
Spirits of Turpentine, per Ton	2	0
Soda and Nitrate of Soda, per Ton	0	6
Shumac, per Ton	0	8
Sugar, per Ton	0	8
Tallow, per Ton	0	8
Tea, per One hundred Pounds	0	1
Tin and Tin Plates, per Ton	0	6
Tobacco—Unmanufactured, per Ton	0	8
Manufactured, per Cwt.	0	1
Tow, per Ton	0	6
Turmeric, per Ton	0	6
Valonia, per Ton	0	8
Vetches and Tares, per Quarter	0	1½
Vegetables, per Basket	0	3
Wax, per Ton	1	0
Wine, per Pipe or Butt	0	9
in Cases (12 Bottles), per Dozen	0	0½

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	s.	d.
Wood—Cedar, Mahogany, and all other Furniture Wood, per Ton	0	6
Dye Woods, per Ton	0	4
Battens and Boards, per Hundred and twenty	0	4
Deal Ends, per Hundred and twenty	0	6
Deals and Deck Planks, per Hundred and twenty	0	10
Lathwood and Firewood, per Fathom	0	2
Oars and Oar Rafters, per Hundred and twenty	0	4
Spars, Twenty-two Feet long and above, per Hundred and twenty	0	8
Under Twenty-two Feet long, per Hundred and twenty	0	4
Staves, One and a half Inches thick and above, per Hundred and twenty	0	3
Under One and a Half Inches thick	{ per Hundred and twenty }	0 1
Exceeding Fifty Inches		
Not exceeding Fifty Inches, per Hundred and twenty		
Timber—Fir, Birch, Elm, and Ash, including Masts, per Load	0	3
Oak, Teak, and Wainscot, Log, per Load	0	4
Wood Hoops, per Thousand	0	3
Wool, per Ton	0	10
Zinc, per Ton	0	4
All Goods not enumerated in the Table to pay such reasonable Rates as the Company shall from Time to Time order and direct, being as nearly as possible similar to the Rates on Articles of like Bulk and Value.		

SCHEDULE (C.)

TONNAGE RATES ON SHIPPING.

CLASS 1.

For every Vessel of a registered Tonnage of Two thousand five hundred Tons or upwards, from or to whatever Port the same Ship or Vessel may arrive or depart, with Liberty to remain at or within the Limits of the Pier any Time not exceeding One Week, per Ton - 1 3
For every Day such Vessel shall remain after such Time, per Ton - 0 1

CLASS 2.

For every Vessel of a less registered Tonnage than Two thousand five hundred Tons, trading with Africa, Honduras, Surinam, and other Ports of South America, the United States of America, the East and West Indies, all the Ports within the Straits of Gibraltar, the Southern Whale Fishery, the British Colonies, Portugal, Prussia, Russia, Spain without the Straits, and Sweden, with Liberty to remain at or within the Limits of the Pier any Time not exceeding One Week, per Ton - 0 6
For every Day such Vessel shall remain after such Time, per Ton - 0 1

CLASS 3.

For every Vessel trading with Flanders, France without the Straits, Germany, Holland, Norway, Poland, Zealand, Guernsey, Jersey, and the Channel Islands, with Liberty to remain at or within the Limits of the Pier any Time not exceeding Four Days, per Ton - 0 4

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	s.	d.
For every Day such Ship or Vessel shall remain after such Time, per Ton	0	1

CLASS 4.

For every Vessel trading with Ireland, the Isle of Man, Scotland, or as a Coaster, not including Vessels from Cardiff, Newport, and other Ports Eastward of the Holmes, with Liberty to remain at or within the Limits of the Pier any Time not exceeding Forty-eight Hours, per Ton	0	2
For every Twelve Hours such Vessel shall remain after such Time, per Ton	0	0½

CLASS 5.

For every Vessel trading with Cardiff, Newport, Bristol, or any other Port to the Eastward of the Holmes, with Liberty to remain at or within the Limits of the Pier any Time not exceeding Twenty-four Hours, per Ton	0	1
For every Six Hours such Vessel shall remain after such Time, per Ton	0	0½

CLASS 6.

For every Vessel not herein-before classified, and for every Fishing Boat, Pilot Boat, Yacht or Pleasure Boat, Tug Boat or Steamer, with Liberty to remain at or within the Limits of the Pier any Time not exceeding One Hour, per Ton	0	0½
For every Quarter of an Hour such Vessel shall remain after such Time, per Ton	0	0¼

SCHEDULE (D.)

ARTICLES OF AGREEMENT made and entered into this 17th Day of March 1863 between THE BRISTOL AND EXETER RAILWAY COMPANY for themselves, their Successors and Assigns, of the one Part, and JAMES FORD, of the City of Bristol, Gentleman, RICHARD FUIDGE, of the same Place, Gentleman, and GEORGE ROCKE WOODWARD, of the same Place, Gentleman, Three of the Promoters of the proposed Undertaking for making a Pier or Jetty at Portbury, in the County of Somerset, and a Railway therefrom to the Bristol and Exeter Railway near Bristol, and a Branch Railway to Portishead (herein-after called the Promoters), for themselves, their Heirs, Executors, Administrators, and Assigns, and also for the intended Company herein-after referred to as the Portishead Company, if and when the Bill now pending in Parliament for the Incorporation thereof shall pass into an Act and the said Company shall be incorporated, of the other Part.

Whereas the Promoters, in conjunction with the several other Persons named in the said Bill, have deposited a Bill and are applying to Parliament in the present Session for an Act to incorporate a Company, under the Name of "The Bristol and Portishead Pier and Railway Company, for the Purpose of making and maintaining the said Pier or Jetty, and a Railway commencing in the Parish of Portbury, at the Commencement of the said intended Pier or Jetty, on the Wharf or Sea Wall in the said Bill mentioned, and terminating

[Local.]

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in

The Bristol and Portishead Pier and Railway Act, 1863.

in the Parish of Bedminster, in the County of Somerset, by a Junction with the Bristol and Exeter Railway, and also a Branch Railway, commencing in the said Parish of Portbury, from and out of the said intended Railway, and terminating in the Parish of Portishead, in the County of Somerset, at or near the Head of Portishead Pill:"

And whereas for the sake of Brevity the said Bristol and Exeter Railway Company is herein-after referred to as the "Exeter Company," the Company intended to be incorporated by the said Bill is herein-after referred to as "The Portishead Company," the Engineer-in-Chief of the Exeter Company for the Time being is herein-after referred to as "the Exeter Company's Chief Engineer," and the Railway and Branch Railway intended to be authorized by the said Bill are herein-after referred to as the "Portishead Railways:"

Now, therefore, the Exeter Company and the Promoters respectively do hereby mutually agree with each other (but only in the event of the passing of the said Bill into an Act), in manner following; (that is to say)

Portishead Railways to be constructed on same Gauge as Bristol and Exeter Railway.

ARTICLE 1.—The Portishead Railways to be constructed by the Portishead Company on the same Gauge as the Bristol and Exeter Railway, and no other, but with such reasonable Alterations and Improvements (if any) as shall be required by the Engineer-in-Chief for the Time being to the Exeter Company, and shall be completed either as a Single or Double Line of Railway, at the Option of the Portishead Company, within the Time limited in the Act for the Completion thereof.

Portishead Railways to be completed with all proper Works.

ARTICLE 2.—The Portishead Railways shall be laid out, finished, and completed in a good and substantial Manner, with suitable, proper, and sufficient Junctions with the Main Line of the Bristol and Exeter Railway, and with the said Pier or Jetty, such Junction with the Bristol and Exeter Railway to be made by and under the Direction of the Exeter Company's Chief Engineer at the Cost and Expense of the Promoters or of the Portishead Company, and the Pier or Jetty to comprise proper and sufficient Lines, Cranes, and other Conveniences for loading and unloading Railway Trucks at the Vessel's Side, and for conveying the same to the Railway, and also all Facilities for the Interchange of Passenger and all other Traffic; and also with all requisite Stations, Station and Gate Houses, Waiting Sheds, Station Yards, Approaches, Buildings, and Accommodations, Carriage Landings, Gates, Fences, Culverts, Watercourses, Goods Sheds, Engine Sheds, Turntables, Sidings, Water Cranes, Tanks, and Water, Loading Banks, Cranes, Signals, Telegraphic Communication, and other Works and Conveniences, according to Drawings and Plans to be previously submitted to and approved by the Exeter Company's Chief Engineer, so as to be in every respect fit and safe for Traffic of all Descriptions, and to the Satisfaction of the Board of Trade and also of the Exeter Company's Chief Engineer respectively.

Portishead Railway to be made as a Single Line, with Lands, &c. sufficient for doubling.

ARTICLE 3.—The Lands for the Portishead Railways shall be purchased, and the Bridges and other Works over the Line of Railway shall be constructed (whether the said Railways shall be completed as a Single or Double Line), as if for a Double Line of Railway; and if the Portishead Railways shall be completed as a Single Line, there shall be proper and sufficient passing Places at every Station, and the Exeter Company shall be at liberty at any Time, either before or after the opening of the Portishead Railway, to require the Portishead Company to construct all the Tunnels as and for a Double Line of Rails, and to lay a Double Line of Broad Gauge Rails therein.

ARTICLE

The Bristol and Portishead Pier and Railway Act, 1863.

ARTICLE 4.—At all Times during the Construction of the Portishead Railways and Works the Exeter Company's Chief Engineer shall have full and free liberty, personally and by his Assistants, to examine the Railways and Works and the Nature and Quality of the Materials used; and the Portishead Company will, on Notice in Writing given them for that Purpose by the Exeter Company or their said Chief Engineer, cause all Defects, either in Construction or Materials, to be made good to the reasonable Satisfaction of the Exeter Company's Chief Engineer.

Bristol and Exeter Company's Engineer to inspect Railways and Works.

ARTICLE 5.—If on or after the Inspection the Exeter Company's Chief Engineer shall, by Writing under his Hand, certify that in his Judgment it is necessary for the working of the Line and Stations of the Portishead Railways with Safety, Convenience, and proper Economy, that any additional Works, Accommodations, or Conveniences specified by him should be made or provided, the Portishead Company will, on being thereunto requested by the Exeter Company, forthwith make or provide the same.

Additional Works to be constructed on Request of Engineer of Bristol and Exeter Company.

ARTICLE 6.—If, however, the Portishead Company shall object that any of the additional Works, Accommodations, or Conveniences so required is or are not necessary for the working of the Line and Stations of the Portishead Railway with Safety, Convenience, and proper Economy, every Difference between the Exeter Company and the Portishead Company thereon shall be referred to and determined by the President for the Time being of the Institute of Civil Engineers, who shall have Power to direct by whom the Costs and Expenses of such Reference shall be borne.

Questions as to additional Works to be referred if Parties differ.

ARTICLE 7.—The Portishead Company will from Time to Time make, finish, and complete all such Accommodation and other Works for Turnpike Trustees, Highway Surveyors, or other Bodies or Landowners, as shall from Time to Time be required under any Act of Parliament, whether General or Local, or under any Agreements.

Accommodation Works for Landowners, &c. to be made by the Portishead Company.

ARTICLE 8.—It shall not be lawful for the Portishead Company to let, sell, or otherwise dispose of any Lands within the Fences of the Portishead Railways, and it shall not be lawful for the Portishead Company to let, sell, or otherwise dispose of any other Lands acquired by them, without the Consent of the Exeter Company for that Purpose first had and obtained in Writing under the Hand of the Secretary for the Time being of the Exeter Company, and any Land sold by the Portishead Company shall at the Time of Sale be properly fenced off from the Line of Railway.

Portishead Company not to dispose of surplus Lands without Consent of Exeter Company.

ARTICLE 9.—The Word "Traffic," where herein-after employed, and where the Context permits, means and includes all Passengers, small Parcels, Animals, Goods, Mineral, and other Traffic whatsoever, whether local or through, and also Mails to be conveyed by the Exeter Company on the Portishead Railways or any Part thereof: Provided always, that the Word "Traffic" shall not include Coals, Coke, Stores, or Goods carried on the Portishead Railways for the Purpose of using and working the Railways, so as to render the same liable to any Tolls or other Payments, but such Coals, Coke, Stores, and Goods may be carried by the Exeter Company on the Portishead Railways free of all Tolls and Charges whatsoever.

Definition of Word "Traffic."

ARTICLE 10.—Before the opening of the Portishead Railways for public Traffic the Portishead Company will, to the reasonable Satisfaction of the Exeter Company's Chief Engineer, make all such Arrangements as shall be

Portishead Railway Company to make all necessary

proper

The Bristol and Portishead Pier and Railway Act, 1863.

Arrangements
for Bristol and
Exeter Com-
pany to work
the Line.

As to Main-
tenance of
Portishead
Railways.

proper and sufficient for enabling the Exeter Company, on and after such opening, to use and work the Portishead Railways in accordance with this Agreement.

ARTICLE 11.—For and during Twelve Months next after the opening of the Portishead Railways and the said Pier or Jetty for public Traffic, the Portishead Company will maintain the said Portishead Railways, and keep the same, and the Stations, Works, and Conveniences connected therewith, in thorough Repair and in good working Order and Condition, to the reasonable Satisfaction of the Exeter Company's Chief Engineer; and from and after the Expiration of Twelve Calendar Months next after the opening of the Portishead Railways and the said Pier or Jetty for public Traffic, the Exeter Company will maintain the Portishead Railways, and keep the same, and the Stations, Works, and Conveniences connected therewith, in thorough Repair and in good working Order and Condition, to the reasonable Satisfaction of the Engineer-in-Chief for the Time being of the Portishead Company: Provided always, and it is hereby agreed and declared, that the Exeter Company are not to be liable to make good any Defects or do any Repairs in anywise arising from or rendered needful by defective Construction of what Kind soever, or Tidal Waters or Floods, and all such Defects and Repairs as last aforesaid are to be made good and done by the Portishead Company at their own Costs and Charges, with the least possible Delay, and to the Satisfaction of the Exeter Company's Chief Engineer.

Exeter Com-
pany may re-
pair in case of
Default by
Portishead
Company.

ARTICLE 12.—If the Portishead Company shall neglect or refuse or become incapable, from any Cause whatever, to maintain and keep in repair the said Portishead Railways, Stations, and Works, for and during Twelve Months after the opening of the said Portishead Railways and the said Pier or Jetty for public Traffic, or to make good and do any such Defects and Repairs as last aforesaid, after One Calendar Month's Notice in Writing shall have been given to the Portishead Company by the Exeter Company, then and in such Case it shall be lawful for the Exeter Company immediately to do all needful Reparations and Repairs, and to make good all Defects, in a reasonable and efficient Manner, without the Consent or Interference of the Portishead Company, and all and every such Sums and Sum as the Exeter Company may lay out or expend in doing such Repairs, or making good such Defects, shall forthwith be repaid to the Exeter Company by the Portishead Company.

Portishead
Company to
erect further
necessary
Offices.

ARTICLE 13.—The Portishead Company shall from Time to Time erect, build, and put up all such further Offices, Warehouses, Engine Houses, Turntables, Sidings, Sheds, Buildings, and other Works, Accommodations, and Conveniences as may be necessary for the more convenient working of the Traffic and Management of the Portishead Railways, and as may from Time to Time be required in Writing by the Exeter Company's Chief Engineer; and if the Portishead Company shall neglect or refuse or become incapable, from any Cause whatever, to erect, build, and put up all such further Offices, Warehouses, Engine Houses, Turntables, Sidings, Sheds, Buildings, and other Works, Accommodations, and Conveniences as may have been required by the Exeter Company's Chief Engineer, then and in such Case, and so often as the same shall happen, the Exeter Company shall be at liberty from Time to Time to erect, build, and put up all such further Offices, Warehouses, Engine Houses, Turntables, Sheds, Buildings, and other Works, Accommodations, and Conveniences as last aforesaid. If, however, the Portishead Company shall
object

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object that any of the further Offices, Warehouses, Engine Houses, Turntables, Sidings, Sheds, Buildings, and other Works, Accommodations, and Conveniences are not necessary for the more convenient working of the Traffic and Management aforesaid, any Difference between the Exeter Company and the Portishead Company thereon shall be referred to and be determined by the President for the Time being of the Institute of Civil Engineers, who shall have Power to direct by whom the Costs and Expenses of such Reference shall be borne.

ARTICLE 14.—The Portishead Company shall pay to the Exeter Company Interest at the Rate of Five per Centum per Annum for all Monies expended by them under the Article lastly herein-before contained, such Interest to be paid by Two half-yearly Payments on the Thirtieth Day of June and the Thirty-first Day of December in every Year.

Portishead Company to pay Interest to Exeter Company on Monies expended by them.

ARTICLE 15.—The Portishead Company shall make and complete the said Jetty or Pier within the Time limited in the said Act for the making and Completion thereof, and will open the same for public Use at a Time not later than the opening for like Use of the Portishead Railways: Provided always, that the Portishead Company shall be at liberty from Time to Time to make such Alterations or Modifications in the said Jetty or Pier as the Exeter Company shall in their uncontrolled Discretion think proper or expedient.

Portishead Company to complete Pier.

ARTICLE 16.—The Portishead Company shall and will, from Time to Time, during the Subsistence of this Agreement, duly maintain and uphold the said Pier or Jetty and the Junction thereof with the Portishead Railways, and employ and provide all proper Servants, Trucks, Waggons, Appliances, Devices, Lights, Matters, and Materials, and do all Things necessary and proper for rendering the said Pier or Jetty available and convenient for public Use, and for the Reception, Accommodation, Handling, Loading, Unloading, and Delivery of all Traffic whatsoever at, upon, and from the said Pier or Jetty, and shall and will, in case of Default in any of the Matters and Things aforesaid, pay unto the Exeter Company as liquidated Damages the Sum of Twenty Pounds for every Day during which or a Part of which such Default shall be made or continue.

Portishead Company to maintain Pier.

ARTICLE 17.—The Tolls, Rates, and Charges to be charged and levied by the Portishead Company for Passengers and Traffic passing upon or over the said Pier or Jetty, or any Part thereof, shall from Time to Time be fixed by a Joint Committee, to be composed of Three Directors appointed by the Board of Directors of the Portishead Company, and Three Directors appointed by the Board of Directors of the Exeter Company, or, in case of Disagreement between the Directors appointed by the Portishead Company and the Directors appointed by the Exeter Company, by Arbitration in the Manner herein-after provided, but the Chairman for the Time being of the Joint Committee shall not have any Casting Vote.

Pier Dues to be fixed by Joint Committee.

ARTICLE 18.—From and after the opening of the Portishead Railways and the said Pier or Jetty for public Traffic, the Exeter Company may and will, with Engines and Carriages, work and use the Portishead Railways and the Works and Conveniences thereof for the Purposes of all Traffic thereon, and the Portishead Company will, to the reasonable Satisfaction of the Exeter Company's Chief Engineer, afford to the Exeter Company all such Accommodation and Facilities as shall be proper and sufficient for the safe and

Bristol and Exeter Company to work Portishead Railways ;

[Local.]

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convenient

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convenient Working and User by them of the Portishead Railways and every Part thereof, and the Reception, Accommodation, Conveyance, and Delivery of Traffic thereon.

as if the same
were Part of
Bristol and
Exeter System.

ARTICLE 19.—The Exeter Company shall at all Times during the Continuance of this Agreement have the sole and exclusive Right of working the Portishead Railways and carrying on the Traffic thereof, and shall and will at all Times during the Continuance of this Agreement work and use the Portishead Railways and the Works and Conveniences thereof, and manage the Traffic thereon in a proper, safe, and efficient Manner as if the same were Part of the Exeter Company's System of Railways, and will use their utmost Endeavours to develop the Traffic capable of being served by the Portishead Railways.

Bristol and
Exeter Com-
pany to em-
ploy Staff for
working
Portishead
Railways.

ARTICLE 20.—From and after the opening of the Portishead Railways and the said Pier or Jetty for public Traffic, the Exeter Company, at their own Expense, will provide and employ all Station Masters, Booking Clerks, Porters, Engine Drivers, Guards, Watchmen, and Workmen, and all other Officers and Servants required for the Working and User of the Portishead Railways, and the Regulations and Management of the Traffic thereon, and will provide all such Locomotive Power, Engines, Carriages, Rolling and other Stock, Plant, Stores, Material, and Labour as shall be proper and sufficient for the Working and User of the Portishead Railways by the Exeter Company, and the Reception, Accommodation, Conveyance, and Delivery by them of Traffic thereon, and the Portishead Company shall not employ and provide any such Person or Thing.

Powers of
Portishead
Company to be
exercised by
Bristol and
Exeter Com-
pany.

ARTICLE 21.—From and after the opening of the Portishead Railways and the said Pier or Jetty for public Traffic, the Exeter Company shall and may demand and take, in respect of the Portishead Railways, Tolls not exceeding such as are authorized by the Act, and shall and may have, exercise, and enjoy for the Purposes of this Agreement all the Rights, Powers, Authorities, and Privileges whatsoever of the Portishead Company applicable in that Behalf (including the Power of making Byelaws), and as fully and effectually as if the Portishead Railways were Part of the Exeter Company's System of Railways, and as if the Name of the Exeter Company had been inserted in the said Act in the Place of that of the Portishead Company; and for all or any of the Purposes aforesaid or of this Agreement it shall be lawful for the Exeter Company to use the Name, and to sue or prosecute any Action, Suit, Petition, or other Proceeding in the Name of the Portishead Company; and the said Portishead Company shall and will from Time to Time, on the Application in Writing of the Exeter Company, make all such Rules, Bye-laws, Orders, and Regulations as the Exeter Company shall require, in order more effectually to carry into effect the Management and Conduct of the Portishead Railways and the Traffic thereof by the Exeter Company.

Portishead
Company not
to impede
Traffic.

ARTICLE 22.—The Portishead Company shall not do or knowingly suffer, nor shall they concur in any Matter or Thing whatsoever which may or might directly or indirectly interrupt, impede, interfere with, or in any way disturb the User or quiet Enjoyment by the Exeter Company of any of the Powers and Privileges intended to be secured to them by this Agreement, or whereby or by means whereof the Exeter Company may be hindered or prevented from deriving the full Enjoyment thereof.

ARTICLE

The Bristol and Portishead Pier and Railway Act, 1863.

ARTICLE 23.—As regards the Conveyance of Mails, Troops, or Police, or any other Traffic, if any, of which the Portishead Company shall or may from Time to Time be bound and be lawfully called on to convey on the Portishead Railways or any Part thereof, the Exeter Company, as the Agent of the Portishead Company, and so far as lawfully may be, will from Time to Time convey the same.

Provision as to Mails, Troops, and Police.

ARTICLE 24.—The Exeter Company, in exercise of their Rights and Privileges under this Agreement, will in all respects duly perform and observe the several Provisions with respect to the Working and User of the Portishead Railways and the Regulation and Management of the Traffic thereof, to be contained in the Act or Acts (if any) from Time to Time in force with respect to the Portishead Railways, and will at all Times fully and freely indemnify and save harmless the Portishead Company from and against all Penalties, Forfeitures, Losses, Damages, Costs, Charges, and Expenses, Claims and Demands whatsoever, in any way occasioned or incurred by or by reason of any Act or Default of the Exeter Company, or any of their Directors, Agents, Officers, or Servants, in relation to the Working or User by the Exeter Company of the Portishead Railways, or any Part thereof, or to any Traffic thereon.

Portishead Railway Company to be indemnified by Bristol and Exeter Company.

ARTICLE 25.—The Portishead Company will apportion and redeem or pay the Land Tax, and apportion and pay the Tithes, Rentcharge, and will bear or pay all the yearly Rentcharges (if any) payable to Landowners, and all Quitrents, and other Incidents of Tenure (if any).

Land Tax, &c. to be borne by Portishead Company.

ARTICLE 26.—The Portishead Company will pay and satisfy all Debts and Charges (if any) already existing or created, or hereafter to exist or be created, to which the Portishead Railways or any Part thereof shall be subject; and in case of default of Payment, it shall be lawful for, but not obligatory on, the Exeter Company to pay and satisfy all such Debts or Charges, or any of them respectively, and the Amount expended by them in so doing shall be repaid to the Exeter Company by the Portishead Company.

ARTICLE 27.—The Exeter Company will bear and pay all other Taxes, Rates, Outgoings, and Expenses relating to the Working and User by them of the Portishead Railways, and the Reception, Accommodation, Conveyance, and Delivery by them of Traffic thereon.

Bristol and Exeter Company to bear all Outgoings.

ARTICLE 28.—The Tolls, Rates, and Charges to be charged and levied by the Exeter Company for Traffic, whether such Traffic shall pass partly on or over the Portishead Railways, and partly on or over any other Railway or Railways, or such Traffic shall pass upon or over the said Portishead Railways, or any Part thereof, but shall not also pass over any other Railway or Line, and also the Times of starting, and the Speed of the several Trains, and all other Matters and Things relating to the working of the Portishead Railways, shall from Time to Time be respectively fixed by the Exeter Company: Provided always, and it is hereby expressly declared and agreed, that the Exeter Company shall not charge on the Portishead Railways higher Rates or Tolls than the Exeter Company charge for the Time being for a like Description of Passengers and Goods between Bristol and Clevedon.

Rates for Traffic to be fixed by Bristol and Exeter Company.

ARTICLE 29.—The gross Receipts in respect of all Tolls, Fares, Rates, Charges, and Monies from Time to Time receivable by the Companies in respect of the Portishead Railways and the Traffic conveyed thereon (including therein

Division of gross Receipt.

The Bristol and Portishead Pier and Railway Act, 1863.

therein such Terminal Charges as shall for the Time being be fixed by the Rules of the Railway Clearing-house in respect of such Traffic), shall from Time to Time be divided and apportioned between the Two Companies in the following Proportions; (that is to say,)

- (A) Whenever the gross Receipts in respect of the Portishead Railways for any Year during the Continuance of this Agreement shall not amount to Six thousand Pounds, there shall be retained by the Exeter Company Sixty per Centum of those gross Receipts :
- (B) Whenever the gross Receipts in respect of the Portishead Railways for any Year during the Continuance of this Agreement shall amount to Six thousand Pounds or upwards, but shall not amount to Seven thousand Pounds, then there shall be retained by the Exeter Company Fifty-six per Centum of those gross Receipts :
- (C) Whenever the gross Receipts in respect of the Portishead Railways for any Year during the Continuance of this Agreement shall amount to Seven thousand Pounds or upwards, but shall not amount to Eight thousand Pounds, then there shall be retained by the Exeter Company Fifty-two per Centum of those gross Receipts :
- (D) Whenever the gross Receipts in respect of the Portishead Railways for any Year during the Continuance of this Agreement shall amount to Eight thousand Pounds, but shall not amount to Nine thousand Pounds, there shall be retained by the Exeter Company Forty-eight per Centum of those gross Receipts :
- (E) Whenever the gross Receipts in respect of the Portishead Railways for any Year during the Continuance of this Agreement shall amount to Nine thousand Pounds, but shall not amount to Ten thousand Pounds, there shall be retained by the Exeter Company Forty-four per Centum of those gross Receipts : Provided always, that the Increase of Receipts, and the Reduction in the Rate of Per-centage consequent thereon, respectively, herein-before particularly mentioned, shall not operate to diminish the Amount to be retained by the Exeter Company, but the Exeter Company may retain the largest Sum which might have been retained by them under the Provisions herein-before contained in respect of any Amount of gross Receipts less than the Monies actually received; as, for example, if the said gross Receipts in any One Year shall amount to Six thousand Pounds and no more, which, at Fifty-six per Centum, would afford a Sum of Three thousand three hundred and sixty Pounds to be retained by the Exeter Company, there shall be retained by the Exeter Company, instead of the said Sum of Three thousand three hundred and sixty Pounds, the Sum of Three thousand five hundred and ninety-nine Pounds Nineteen Shillings and Elevenpence, being the Amount which at the Rate of Sixty per Centum would be afforded by gross Receipts amounting to Five thousand nine hundred and ninety-nine Pounds Nineteen Shillings and Elevenpence :
- (F) Whenever the gross Receipts in respect of the Portishead Railways for any Year during the Continuance of this Agreement shall amount to Ten thousand Pounds or upwards, there shall be retained by the Exeter Company Forty per Centum and no more of those gross Receipts :

(G) The

The Bristol and Portishead Pier and Railway Act, 1863.

- (g) The Residue from Time to Time of all the herein-before mentioned gross Receipts shall from Time to Time, but subject to the Deductions hereby authorized, be paid to the Portishead Company by the Exeter Company.

ARTICLE 30.—For the Purpose of including in the Account of such gross Receipts the gross Receipts for Traffic conveyed partly on the Portishead Railways and partly on any of the Exeter Company's Railways, or any other Railway, the Through Fares and Rates for the same shall be divided in equal Mileage Proportions between the Portishead Railways and the other Railway or Railways on which such Traffic is conveyed, after deducting the usual Terminals, as provided for from Time to Time by the Clearing-house Regulations.

Gross Receipts for Traffic to be divided in equal Mileage Proportions.

ARTICLE 31.—In addition to the foregoing Proportions of the gross Receipts which the Exeter Company shall pay to the Portishead Company under Article 29. of this Agreement, the Portishead Company shall also from Time to Time be allowed by the Exeter Company a Rebate in respect of all Passenger Traffic conveyed by the Exeter Company from or to the Portishead Railways over the Railway between Bristol and the intended Junction therewith of the Portishead Railways, amounting to Ten per Centum upon the gross Receipts of the Exeter Company in respect of such Traffic, and such Rebate shall be paid by the Exeter Company to the Portishead Company on each half-yearly Settlement of Accounts between them.

Rebate of Ten per Centum on Traffic on Bristol and Exeter Railway to be allowed to Portishead Company.

ARTICLE 32.—The Payments to be from Time to Time made to the Portishead Company out of the gross Receipts shall fall due on the Thirtieth Day of June and the Thirty-first Day of December in every Year, and shall be made in the following Months of February and August respectively; but the Percentages to be retained or charged by the Exeter Company are to be governed by and calculated on the gross Receipts for each entire Year ending the Thirty-first Day of December; and in making up the Accounts to each Thirty-first Day of December a Calculation shall be made based on the gross Receipts of the previous Twelve Months; and in case the Percentage retained or charged by the Exeter Company and the Percentage paid over to the Portishead Company on the Settlement to the Thirtieth Day of June in the same Year, shall respectively exceed or be less than One Half of the Percentage calculated on the gross Receipts for the entire Year, then Credit shall be given or taken for the respective Differences in Amount, as the Case may from Time to Time be.

All Accounts to be settled half-yearly.

ARTICLE 33.—In respect of the Interval between the Day of the opening for public Traffic of the Portishead Railways and the said Pier or Jetty and the Thirtieth Day of June or the Thirty-first Day of December next following such Day, the Account shall be made up to the said Thirtieth Day of June or the Thirty-first Day of December, as the Case may be, and the Provisions herein-before contained in respect of the Proportions of the gross Receipts to be respectively retained and paid shall be applied to the Interval between such opening and the Thirty-first Day of December next following, as if such last-mentioned Interval had been an entire Year.

Provision as to Accounts between Interval of opening of Portishead Railway and

ARTICLE 34.—The Exeter Company may deduct from any Payments to the Portishead Company under the 29th Article of this Agreement the Interest payable under the 14th Article of this Agreement, and may also deduct from such Payments any Sums payable to the Exeter Company by the Portishead Company under the 12th, 16th, and 26th, or any other Article of this Agree-

Exeter Company may deduct Sums payable by Portishead Company.

The Bristol and Portishead Pier and Railway Act, 1863.

ment, or under any Provision contained in the said Act for incorporating the Portishead Company, together with Interest thereon, from the Time of the Expenditure by the Exeter Company of the said Sums, at the Rate of Five per Centum per Annum, and also all Costs and Charges incident to or arising from the Nonpayment of such Sums by the Portishead Company.

Proper Accounts to be kept, and be open to Inspection of Portishead Company.

ARTICLE 35.—The Exeter Company shall keep all such Accounts and Vouchers as shall be proper and sufficient for the Purposes of this Agreement, which Accounts and Vouchers shall at all reasonable Times be open to the Inspection and Transcription by the Directors and Agents of the Portishead Company, and the Exeter Company will afford to the Portishead Company all proper and sufficient Facilities for the Inspection, Transcription, and Verification thereof.

Notices to be given under Seal, or signed by Chairman or Secretary.

ARTICLE 36.—Every Notice to be given by either of the Two Companies to the other of them for any of the Purposes of these Presents shall be sufficient if it be in Writing under the Common Seal of the Company giving the Notice, or under the Hand of their Chairman or Secretary, and be delivered to the Chairman or Secretary of the other Company, or be left for him respectively with One of their principal Officers at their Chief Office in Bristol.

Agreement to be in perpetuity.

ARTICLE 37.—This Agreement shall be in perpetuity, but subject to Revision by the Board of Trade, as provided by the said recited Bill.

Differences to be settled by Arbitration.

ARTICLE 38.—If and whenever any Difference shall arise between the Exeter Company and the Portishead Company touching the true Intent or Construction or the Incidents or Consequences of these Presents or any Part thereof, or touching the Manner in which any of the Provisions of these Presents shall be carried into effect, or touching the Performance or Observance of these Presents, or touching any Breach or alleged Breach of any of the Articles of these Presents, or touching any Claim by reason of any such Breach or alleged Breach, or the Manner in which any of the Consequences of any such Breach shall be compensated for or obviated, or otherwise relating to these Presents or any of the Subject Matters thereof, or any Claim or Demand of the Two Companies respectively relating thereto, every such Difference shall (except only as is herein-before otherwise expressly provided for) be referred to and determined by Arbitration, in accordance with the Railway Companies Arbitration Act, 1859, by a single Arbitrator, to be, on the Application of the Two Companies, or either of them, nominated by the Board of Trade, and these Presents shall accordingly be an Agreement for and a Reference to Arbitration under that Act.

Portishead Company to seal this Agreement.

ARTICLE 39.—So soon as the said Bill shall pass into Law, the Common Seal of the Portishead Company shall be affixed to this Agreement, and thereupon all personal Liability on the Part of the Promoters thereof, Parties to this Agreement, shall absolutely cease and determine, and the Portishead Company shall be liable to perform this Agreement, and be entitled to all the Benefits thereof, in such and the same Manner in all respects as if the Portishead Company had, for themselves, their Successors and Assigns, been Parties to these Presents in the Place of the Promoters.

In witness whereof the said Bristol and Exeter Railway Company have hereunto set their Common Seal, and the said other Parties hereto have hereunto set their Hands and Seals, the Day and Year first above written.

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The Bristol and Portishead Pier and Railway Act, 1863.

SCHEDULE (E.)

ARTICLES OF AGREEMENT made the 20th Day of March, in the Year of our Lord 1863, between JAMES FORD, GEORGE ROCKE WOODWARD, and RICHARD FUIDGE, all of the City of Bristol, Esquires, being Three of the Promoters of the Bristol and Portishead Pier and Railway Company (herein-after called "the Promoters"), of the First Part, THE BRISTOL AND PORTISHEAD PIER AND RAILWAY COMPANY (herein-after called "the Company"), of the Second Part, and SIR WILLIAM MILES, of Leigh Court, in the County of Somerset, Baronet, of the Third Part:

Whereas the Promoters, with others, are promoting a Bill now pending in Parliament, intituled "A Bill to authorize the Construction of a Pier at Portbury, in the County of Somerset, and of a Railway therefrom to the Bristol and Exeter Railway near Bristol, with a Branch Railway to Portishead, and for other Purposes," whereby it is proposed that the Company should be incorporated, and should be authorized (among other things) to make and maintain a Railway, commencing in the Parish of Portbury, at the Commencement of the intended Pier therein described, and terminating in the Parish of Bedminster, in the County of Somerset, by a Junction with the Bristol and Exeter Railway: And whereas Sir William Miles is the Owner of the Ham Green Estate, situate in the Parish of Abbot's Leigh, in the County of Somerset, and is entitled for Life under the Will of Philip John Miles, deceased, with Remainders over in strict Settlement, to the Leigh Court Estate, in the Parish of Abbot's Leigh, and Portions of both of the Estates will be intersected by the Line of the proposed Railway: And whereas Sir William Miles, being apprehensive that the making and maintaining of the Railway in accordance with the Plan and Sections deposited in compliance with the Standing Orders of the Houses of Parliament for the Purposes of the pending Bill will injuriously affect the Estates, has presented a Petition to Parliament praying to be heard against the Bill and in opposition thereto; and the Promoters, as an Inducement to Sir William Miles to withdraw the Petition and to abstain from further Opposition to the Bill, have agreed to enter into the Agreement herein-after contained:

Now, therefore, these Presents witness, That, for the Considerations herein appearing, it is hereby mutually agreed by and between the Promoters, on behalf of themselves and all other Persons promoting the pending Bill, on the one hand, and Sir William Miles, for himself and his Successors in Estate, on the other hand, and also separately by and between the Company on the one hand, and Sir William Miles, for himself and his Successors in Estate, on the other hand, as follows; (that is to say,)

ARTICLE 1.—The Promoters will use their utmost reasonable Endeavours to procure the Confirmation by Parliament of this Agreement by means of the pending Bill; and if they fail so to do, they will use their utmost reasonable Endeavours to procure such proper and sufficient Confirmation of or Sanction for the same by Parliament, at the earliest practicable Period, as Sir William Miles shall reasonably require.

ARTICLE 2.—So much of the intended Railway as will pass between the following Points on the centre Line of the Railway as shown on the deposited Plan, or between Lines drawn through the same Points perpendicularly to the

The Bristol and Portishead Pier and Railway Act, 1863.

the centre Line at the same Points, that is to say, between a Point on the centre Line Three Miles Five Furlongs and Eight Chains from the Commencement of the intended Railway as shown on the deposited Plan, and a Point Four Miles Six Furlongs from the Commencement of the intended Railway, shall be constructed in Tunnel, and not otherwise, without the Consent in Writing of Sir William Miles, and so that the Surface of the Land over the Space or between the Points shall not be broken up, used, or interfered with in any Manner whatsoever; save only and except that the Railway may be in cutting in the Land numbered 42, 41, on the deposited Plan as regards Lands in the Parish of Abbot's Leigh, and on the present Level of the Ground or in cutting in Numbers 181, 182, 182A, 180 and 178 on the deposited Plan as regards Lands in the Parish of Portbury; and also save and except that there may, during the Construction of the Works of the Railway, be Two Shafts in the Tunnel, commencing at the Point Three Miles and Five Furlongs from the Commencement of the Railway, for the Purpose of facilitating the Formation of that Tunnel, but within Three Calendar Months after the opening of the Railway for public Traffic One of the Shafts shall be filled up, and the Surface of the Ground made good, and the other of the Shafts shall be the only Shaft which shall permanently remain open; and save and except that in the Second or other Tunnel there may be Four Shafts during the Construction of the Works of the Railway, and within Three Calendar Months after the opening of the Railway for public Traffic Two of the last-mentioned Shafts shall be filled up, and the Surface of the Ground made good, and the remaining Two Shafts shall be the only Shafts which shall permanently remain open; but the Company shall not have Power to deposit the Spoil from any of the Six Shafts on any Part of the Ham Green or Leigh Court Estates (not taken for the actual Line of Railway other than Tunnel), except in the Meadows marked with the Numbers 16 and 17 on the deposited Plan as regards Lands in the Parish of Abbot's Leigh.

ARTICLE 3.—Sir William Miles will consent to such Deviation from the Levels shown on the deposited Sections as may be requisite for carrying out Article 2.

ARTICLE 4.—The Company will not, without in every Case the previous Consent in Writing of Sir William Miles, take any Part of the Ham Green or Leigh Court Estates, other than the Land absolutely required in conformity with the Provisions of this Agreement for the Line of Railway, and any Station or Works connected therewith, and not for any Purpose of Spoil, ballasting or quarrying of Stone, other than is expressly provided for by Article 2.

ARTICLE 5.—In the Formation of the Railway in accordance with the Terms of Article 2, the Company shall not deviate the Line or Course of the Railway beyond the Limits of Deviation shown on the deposited Plan, nor shall they take or use for any Purpose of the Railway, whether temporary or permanent, or for any Purpose of any Tunnels or otherwise, any Portion of the Park and Grounds marked respectively with the Numbers 18, 44, and 45 on the deposited Plan, as regards Lands in the Parish of Abbot's Leigh, or of the Pleasure Ground or Field marked with the Number 179 on the deposited Plan, as regards Lands in the Parish of Portbury, or of the Water in the Pond at Ham Green aforesaid, except only so far as the Company may require to use any of that Water in the Construction of the Railway.

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ARTICLE 6.—In the Formation of the Railway in accordance with Articles 2 and 5, the Company shall cause the Slopes of the Cutting between the Two Tunnels to be turfed and kept in neat Order; the permanent Fencing of the same Cutting shall be neat Iron Railings, and the Shafts of the Three Tunnels to be left open shall be permanently fenced with a Wall or Paling as Sir William Miles may require, and which shall be at least Seven Feet in Height above the natural Surface of the Ground at the Mouth of the Shafts respectively.

ARTICLE 7.—During the Construction of the Line and Works of the Railway, the Company shall provide so many Watchers or Policemen as may be necessary and sufficient to protect the Ham Green and Leigh Court Estates from poaching, trespassing, and Depredation by Persons employed on the Works, and to prevent the Occurrence of any Breach of the Peace between any of those Persons and Persons in the Employ of Sir William Miles or other the Inhabitants of the adjacent District, and, in default of Performance of this Stipulation to the Satisfaction of Sir William Miles, he from Time to Time may employ such Number of Persons as he may think proper for those Purposes, and the Company shall, on Demand, reimburse to Sir William Miles all Sums which he may so expend.

ARTICLE 8.—The Company shall not, under the Special Act or under the Powers of the “Lands Clauses Consolidation Act, 1845,” enter upon, take, or use any Lands belonging to the Ham Green Estate and the Leigh Court Estate respectively, until they shall first have agreed with Sir William Miles, or arranged under the Provisions of the “Lands Clauses Consolidation Act, 1845,” as to the Purchase Money and Compensation to be paid in respect of the Land, and until the Amount of the Purchase Money and Compensation as finally agreed upon or arranged shall have been duly paid.

ARTICLE 9.—Provided that these Presents shall not take away or limit any Right to which the Owner of the Estates or the Company respectively may from Time to Time be entitled under the “Lands Clauses Consolidation Act, 1845,” and the “Railways Clauses Consolidation Act, 1845,” respectively, save so far as any such Right is herein expressly varied or abrogated.

ARTICLE 10.—The Promoters will procure the Company, within Three Calendar Months after the passing of the pending Bill into a Law, to execute these Presents, and the Duplicate thereof, as the Parties thereto of the Second Part.

ARTICLE 11.—On these Presents, and the Duplicate thereof, being duly executed by the Company as the Parties thereto of the Second Part, all further Liabilities of the Promoters, their Executors or Administrators thereunder (except under Article 12), shall thenceforth cease, and these Presents, as to all then future Operation thereof, shall be read and have Effect as if the Company and Sir William Miles were the only Parties to these Presents.

ARTICLE 12.—The Company (or if they fail so to do) the Promoters will, in any event, pay to Sir William Miles, on Demand, all his Costs, Charges, and Expenses of and incident to these Presents.

ARTICLE 13.—In the event of the Death of Sir William Miles these Presents shall bind and enure for the Benefit of his Successors in Estate.

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ARTICLE 14.—On the Faith of this Agreement being on the Part of the Promoters and the Company respectively specifically performed and observed, in the event of the proposed Railway and Works, or any similar Railway promoted by the same Persons, or any of them, or Persons in the same Interest, being in the present or any future Session authorized by Parliament, and actually constructed, Sir William Miles will withdraw his Petition, and will not further directly or indirectly offer or sanction any further Opposition to the pending Bill.

In witness whereof the said Parties hereto have hereunto set their Hands and Seals the Day and Year first above written.

LONDON:

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