



**CHAPTER cclxv.**

An Act for making a Railway from near Radstock to      A.D. 1882.  
Congresbury in the county of Somerset and for other  
purposes.      [18th August 1882.]

**W**HEREAS the construction of the railway herein-after described commencing by a junction with the Bristol and Radstock Railway near Radstock and terminating by a junction with the Cheddar Valley Branch of the Bristol and Exeter Railway at Congresbury would be of public and local advantage:

And whereas the several persons herein-after named with others are willing at their own expense to carry the undertaking into execution on being incorporated into a company for the purpose:

And whereas it is expedient that the Company and the Great Western Railway Company be empowered to enter into and carry into effect working and other agreements as herein-after provided:

And whereas plans and sections showing the line and levels of the railway authorised by this Act and a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Somerset and are herein-after respectively referred to as the deposited plans sections and book of reference:

And whereas the purposes of this Act 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:—

1. This Act may be cited as the Radstock Wrington and      Short title.  
Congresbury Junction Railway Act 1882.

[Ch. cclxv.] *Radstock Wrington and* [45 & 46 VICT.]  
*Congresbury Junction Railway Act, 1882.*

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Incorporation of Acts.  
8 & 9 Vict. c. 16.  
26 & 27 Vict.  
c. 118.  
8 & 9 Vict. c. 18.  
23 & 24 Vict.  
c. 106.  
32 & 33 Vict. c. 18.  
8 & 9 Vict. c. 20.  
26 & 27 Vict. c. 92.

Interpretation.

Company incorporated.

Power to make railway and take lands.

2. The Companies Clauses Consolidation Act 1845 Part I (relating to cancellation and surrender of shares) and Part III (relating to debenture stock) of the Companies Clauses Act 1863 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 and Part I (relating to construction of a railway) and Part III (relating to working agreements) of the Railways Clauses Act 1863 are except where expressly varied by this Act incorporated with and form part of this Act.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act. The expressions "the railway" and "the undertaking" mean respectively the railway and the undertaking by this Act authorised. And for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

4. The Right Honourable Chichester Fortescue Lord Carlingford Sir Charles Frederick Baronet the Honourable Francis Algernon James Chichester William Adlam Charles Edward Machen Francis Wheat Newton Lewis Sheddon and Benjamin Edward Somers and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railway and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of the Radstock Wrington and Congresbury Junction Railway Company and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

5. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railway herein-after described with all proper and convenient junctions stations sidings bridges viaducts rails tanks roads buildings yards approaches works and conveniences connected therewith and may enter upon take and

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use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for that purpose The railway herein-before referred to and authorised by this Act will be situate in the county of Somerset and is—

A railway fourteen miles five furlongs nine chains and forty links or thereabouts in length commencing in the parish of Farrington-Gurney by a junction with the existing Bristol and North Somerset Railway at or near the post marking three and a quarter miles from Radstock passing from thence in through and into the parishes or places of Farrington-Gurney Stone-Easton Chewton-Mendip Emborrow Litton East-Harptree West-Harptree Compton-Martin Ubley Blagdon Burrington Wrington Churchill and Congresbury or some of them and terminating in the last-named parish by a junction with the Cheddar Valley Branch of the Bristol and Exeter section of the Great Western Railway at a point about two hundred and eighty-eight yards south of the southern end of Congresbury Station.

6. Notwithstanding anything herein contained it shall not be lawful for the Company in constructing the railway to enter upon occupy or use either permanently or temporarily any of the works lands or property of the Great Western Railway Company or in any manner to alter vary or interfere with the Cheddar Valley Branch of the Bristol and Exeter Railway of that company or the works of or connected therewith without the consent of the Great Western Railway Company under their common seal save only for the purpose of effecting the junction by this Act authorised with the said Cheddar Valley Branch and for the purpose of altering the public carriage-road numbered 86 on the deposited plans in the parish of Congresbury as herein-after provided and the Great Western Railway Company may at any time or times hereafter should it be necessary for them to do so at their own expense alter or remove such junction and substitute a new junction therefor but so that such alteration or removal or substituted junction shall not stop the traffic of the railway by this Act authorised or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction as the case may be or the signals works and conveniences connected therewith:

Not to take lands or interfere with the Cheddar Valley Branch of the Bristol and Exeter Railway except for certain purposes.

7. Notwithstanding anything herein contained it shall not be lawful for the Company in constructing the railway to enter upon occupy or use either permanently or temporarily any of the lands works or property of the Bristol and North Somerset Railway

Not to take lands or interfere with the Bristol and North

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Somerset  
Railway  
except for  
the purpose  
of the junc-  
tion there-  
with.

Company or in any manner to alter vary or interfere with the Bristol and Radstock Railway of that company or the works of or connected therewith without the consent of the Bristol and North Somerset Railway Company under their common seal and during the continuance of any agreement for the working of that railway by the Great Western Railway Company without the consent also of that company under their common seal save only for the purpose of effecting the junction by this Act authorised with the said railway and the Bristol and North Somerset Railway Company may at any time or times hereafter should it be necessary for them to do so at their own expense alter or remove such junction and substitute a new junction therefor but so that such alteration or removal or substituted junction shall not stop the traffic of the railway by this Act authorised or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction as the case may be or the signals works and conveniences connected therewith.

For the  
protection  
of the  
Duke of  
Cleveland.

8. For the protection of the lands belonging to the Duke of Cleveland lying in the parishes of Wrington and Burrington and intersected by the line of railway the provisions contained in this section shall have effect and shall be observed executed and performed by the Company that is to say :—

(1) The Company shall within the limits of deviation shown upon the deposited plans deviate the line of railway to the north of the centre line laid down upon the said plans as near as practicable to the northern limit of deviation and in the manner shown upon a plan in duplicate signed by Frederick George Farwell on behalf of the Duke of Cleveland and Richard Price Williams civil engineer on behalf of the promoters between the points ten miles seven furlongs and one chain and twelve miles and six chains or thereabouts respectively measured along the said centre line from the commencement of the railway at Farrington Gurney and the said Duke and his successors in estate shall and will sell to the Company any land belonging to him or them which may be required for altering any roads for the purpose of making such deviation at a price to be determined in case of difference by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 for determining questions of disputed compensation.

(2) The Company shall between the said points where the railway is constructed on land belonging to the said Duke make and maintain a side drain along and on the northern

side of the line to be continued to the River Yeo at the point marked C on the said plan with an outlet if required by the said Duke into the existing drain at the point marked A on the said plan and by means of such drain and outlet which shall at all times be cleansed and kept clear by the Company the surface water from the lands of the said Duke lying on the northern side of the line shall be conveyed without interruption to the River Yeo at the said point C or into the said existing drain at the said point A on the said plan as the case may be and the said Duke and his successors in estate shall be at liberty to make any drains to connect therewith which may at any time be made by him or them on the north side of the railway for draining the said lands.

- (3) The Company shall make and maintain at the point marked D on the said plan as near as may be to the intersection of the boundary lines between the parishes of Churchill Wrington and the detached portion of Burrington an iron pipe having a diameter of two feet to commence at a point not exceeding twenty feet from the northern side of the River Yeo below the surface of the ground and to be carried across and beneath the said river at a depth of four feet below the ordinary summer level of the river at this point (which for this purpose shall be taken to be the level of the top of the cill or overflow of the existing weir at Iwood Mill) and to communicate with a covered drain or culvert which shall be constructed and maintained by the Company alongside and within the fence of the railway to a point at or about the distance of thirteen miles two furlongs measured from the commencement of the railway along the centre line thereof as laid down on the deposited plans and from that point shall be carried as near as may be in a direction at right angles to the line of railway to the River Yeo below the mill-dam at Iwood at the point marked E on the said plan. The level of the bottom of the said covered drain or culvert shall at its outfall into the said river be placed one foot above the ordinary summer level of the said river immediately below the said mill-dam and the said iron pipe and covered drain or culvert shall be laid with as great a fall as circumstances will permit and the same shall be regularly cleansed and scoured by the Company so as to allow of the free and uninterrupted flow of water in and along the same.
- (4) In addition to the said drains pipe and culvert the Company shall make and maintain all such other works for the accommodation of the lands of the said Duke as they may be required to make under the Railways Clauses Consolidation Act 1845.

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(5) If any difference arise between the Company and the said Duke or his successors in estate respecting the laying out construction dimensions or sufficiency of any of the said works or the maintenance thereof the same shall be determined by two justices in manner provided by the last-mentioned Act for determining differences as to accommodation works.

Capital.

9. The capital of the Company shall be one hundred and eighty thousand pounds in eighteen thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid.

10. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

Calls.

11. One-fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not "sui juris."

12. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow.

13. The Company may from time to time borrow on mortgage any sums not exceeding in the whole sixty thousand pounds but no part of such sum of sixty thousand pounds shall be borrowed until the whole capital of one hundred and eighty thousand pounds is issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such portion of capital has been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

14. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than seven thousand pounds in the whole.

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 For appointment of a receiver.

15. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised and shall have priority over all principal moneys secured by such mortgages.

Debenture stock.

16. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied for the purposes of this Act only.

Application of moneys.

17. The first ordinary meeting of the Company shall be held within six months after the passing of this Act and the subsequent ordinary meetings shall be held in the months of April and October in each year or in such other months as shall be appointed for that purpose from time to time by order of an extraordinary general meeting.

Ordinary meetings.

18. The number of the directors shall be five but the Company may from time to time alter the number of directors but so that the number shall be never less than three nor more than five.

Number of directors.

19. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Qualification of directors.

20. The quorum of a meeting of directors shall be three while their number is not less than four and two if the number be reduced to three.

Quorum.

21. Sir Charles Frederick Baronet the Honourable Francis Algernon James Chichester and Charles Edward Machen and two other duly qualified persons to be nominated by them and consenting to the nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may

First directors.

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elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being (if qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for altering the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for  
extra-  
ordinary  
purposes.

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

Period for  
compulsory  
purchase of  
lands.

**23.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to  
cross certain  
road on the  
level.

**24.** Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the works carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the public carriage-road numbered eighty-six on the deposited plans in the parish of Congresbury and in altering the said road for the purpose of constructing the level crossing the Company shall make the approaches thereto of an inclination not steeper than one in twenty on the eastern side and level on the other side.

Inclination  
of certain  
roads.

**25.** In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclination not steeper than the inclination herein-after mentioned (that is to say) :—

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
61	Litton.	Public carriage-road.	1 in 15 on one side.
67	Litton.	Public carriage-road.	1 in 9 on one side.
15	East Harptree.	Public carriage-road.	1 in 30 on both sides.
28	West Harptree.	Public carriage-road.	1 in 30 on both sides.



**26.** Notwithstanding anything shown upon the deposited plans and sections the Company shall carry the public carriage-road numbered ten on the deposited plans in the parish of Wrington over the railway by a bridge the inclination of the ascents to which shall be not steeper than one in thirty and the width of such bridge and approaches between the fences shall not be less than the width of the existing road at the point where the railway will cross the same and the approach to the said bridge from the southern side of the railway shall not extend beyond the commencement of the county bridge over the River Yeo called Perry Bridge and shall be so carried out as not to interfere with that bridge.

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Road at  
Perry Bridge  
to be carried  
over railway.

**27.** For the accommodation of the estate of Philip Simmons situate in the parish of Congresbury and severed by the railway the Company shall make a road over the railway by means of a bridge in the manner shown upon a plan in duplicate signed by William Toogood on behalf of Philip Simmons and by Richard Price Williams on behalf of the promoters. The inclination of the approaches to the bridge shall be made not steeper than one in thirty and the clear width of the bridge and approaches between the parapets and fences shall be not less than eighteen feet and the Company shall at all times maintain the said bridge fences and approaches for the accommodation of the said estate. In addition to any works which the Company are by this Act specially required to construct for the accommodation of the said estate the Company shall make and maintain all such other works for the accommodation of the said estate as they may be required to make under the Railways Clauses Consolidation Act 1845.

For the  
accommoda-  
tion of  
Philip  
Simmons.

**28.** Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to  
take ease-  
ments &c.  
by agree-  
ment.

**29.** Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of seven thousand and fifty pounds consolidated three pounds per centum annuities being equal at the price at which the same were purchased to five per centum upon the amount of the estimate in respect of the railway has been

Deposit  
money not to  
be repaid  
except so far  
as railway is  
opened.

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transferred into the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act (which stock is referred to in this Act as "the deposit fund") Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not 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 which persons survivors or survivor are or is in this Act referred to as the depositors unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railway open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the court shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application  
of deposit.

**30.** If the Company do not previously to the expiration of the period limited for the completion of the railway complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient

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to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof provided that until the deposit fund has been retransferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

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

Period for completion of works.

**32.** The Company may demand and take in respect of the use of the railway any tolls not exceeding the following (that is to say) :—

Tolls for passengers animals &c.

In respect of passengers conveyed on the railway (exclusive of the duties payable in respect of passengers)—

Class 1. For every person conveyed in a first class carriage per mile threepence ;

Class 2. For every person conveyed in a second class carriage per mile twopence ;

Class 3. For every person conveyed in a third class carriage per mile one penny halfpenny ;

In respect of animals conveyed on the railway—

Class 4. For every horse mule or ass or other beast of draught or burden conveyed in or upon any carriage per mile threepence ;

Class 5. For every ox cow bull or neat cattle conveyed in or upon any carriage per mile twopence ;

Class 6. For every calf pig sheep or lamb or other small animal conveyed in or upon any carriage per mile one halfpenny ;

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In respect of goods conveyed on the railway—

Class 7. For all coals coke culm slack cannel cinders lime limestone sand clay (except fire-clay) chalk dung compost and all sorts of common manure and all undressed materials for the repair of highways clay ironstone and iron ore per ton per mile one penny halfpenny ;

Class 8. For all pig iron bar iron and all other similar descriptions of iron and iron castings not manufactured into utensils or other articles of merchandise undressed stones stones for building pitching and paving bricks tiles common slates fire-clay charcoal bats copper tin lead and other ores per ton per mile twopence ;

Class 9. For all sugar grain corn flour potatoes guano and artificial manures hides (dried and salted) dyewoods timber staves and deals metals (except iron) tinned plates nails anvils vices hoop iron sheet iron and chains per ton per mile twopence halfpenny ;

Class 10. For lace furs silk drapery millinery china glass cotton wool manufactured goods drugs and all other wares merchandise fish articles matters or things per ton per mile threepence ;

In respect of carriages conveyed on the railway :—

Class 11. For every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton carried or conveyed on a truck or platform belonging to the Company if having more than two wheels per mile fourpence and if having only two wheels per mile threepence and for every additional quarter of a ton up to four tons which any such carriage weighs one penny per mile in addition if such carriage have more than two wheels and three farthings per mile in addition if the same have only two wheels.

Tolls for  
carriages.]

**33.** For carriages supplied by the Company the Company may (in addition to the other tolls by this Act authorised) demand or take for or in respect of goods articles matters or things persons or animals comprised in either of the classes herein-before specified any tolls not exceeding the tolls next herein-after mentioned in connexion with the class in which such goods articles matters or things persons or animals are respectively comprised (to wit) :—

For Class 1 for each person per mile one penny ;

For Class 2 for each person per mile three farthings ;

For Class 3 for each person per mile one halfpenny ;  
 For Class 4 for each animal per mile one penny ;  
 For Class 5 for each animal per mile one penny ;  
 For Class 6 for each animal per mile one halfpenny ;  
 For Class 7 per ton per mile one halfpenny ;  
 For Class 8 per ton per mile one halfpenny ;  
 For Class 9 per ton per mile three farthings ;  
 For Class 10 per ton per mile one penny ;  
 For Class 11 for each carriage per mile twopence.

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**34.** The tolls which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal or for each ton of goods in addition to the several other tolls or sums by this Act authorised to be taken. Tolls for propelling power.

**35.** The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say) :— Regulations as to tolls.

For all passengers animals or goods conveyed on the railway for a less distance than four miles the Company may demand tolls and charges as for four miles. Short distances.

For a fraction of a mile beyond four miles or beyond any greater number of miles the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile ; Fractional parts of a mile.

For a fraction of a ton the Company may demand tolls 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 ; Fractional part of a ton.

With respect to all articles except stone and timber the weight shall be determined according to the usual avoirdupois weight ; General 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. Weight of stone and timber.

**36.** With respect to small parcels not exceeding five hundred pounds in weight and single articles of great weight notwithstanding Tolls for small parcels and articles

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of great  
weight.

anything in this Act the Company may demand and take any tolls not exceeding the following (that is to say)—

For the carriage of small parcels on the railway—

For any parcel not exceeding seven pounds in weight three-pence ;

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

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence ;

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

For any parcel exceeding fifty-six pounds and not exceeding one hundredweight one shilling and sixpence and for every additional one hundredweight beyond one hundredweight up to five hundredweight ninepence ;

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

For the carriage of any single thing the weight of which including the carriage exceeds four tons but does not exceed eight tons the Company may demand and take any sum not exceeding sixpence a ton a mile ;

For the carriage of any single thing the weight of which with the carriage exceeds eight tons the Company may demand and take any sum they think fit.

Maximum  
rates for  
passengers.

**37.** The maximum rate of charges to be made by the Company for the conveyance of passengers upon the railway including the tolls for the use of the railway and for carriages and locomotive power and every other expense incidental to such conveyance (but not including the duties payable in respect of passengers) shall not exceed the following (that is to say):—

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 the sum of one penny per mile.

Maximum  
rates for  
animals and  
goods.

**38.** The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railways including the tolls for the use of the railway and for waggons or trucks and locomotive power and for every other expense incidental

to the conveyance except a reasonable charge for loading and unloading of goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier (where any such service is performed by the Company) shall not exceed the following sums (that is to say) :—

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- Class 4. For each animal fourpence per mile ;
- Class 5. For each animal threepence per mile ;
- Class 6. For every calf or pig one penny per mile and for every other small animal three farthings per mile ;
- Class 7. One penny halfpenny per ton per mile ;
- Class 8. Twopence per ton per mile ;
- Class 9. Threepence per ton per mile ;
- Class 10. Fourpence per ton per mile ;
- Class 11. For every carriage if having more than two wheels and not weighing more than one ton and a half fivepence and one penny farthing for every additional quarter of a ton and if having only two wheels fourpence per mile one penny for every additional quarter of a ton.

**39.** Every passenger 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-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Passengers  
luggage.

**40.** No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Terminal  
station.

**41.** The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Foregoing  
charges not  
to apply to  
special  
trains.

**42.** Nothing in this Act shall prevent the Company from taking any increased charge over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof either by reason of any special service performed by the Company in relation thereto or in respect to the conveyance of animals and goods (other than small parcels) by passenger trains.

Company  
may take  
increased  
charges by  
agreement.

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Power to  
enter into  
traffic  
arrange-  
ments with  
Great  
Western  
Railway  
Company.  
36 & 37 Vict.  
c. 48.

**43.** The Company on the one hand and the Great Western Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into agreements with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance by the Great Western Railway Company of the railway of the Company or any part thereof;

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the railways of the contracting companies or either of them;

The supply and maintenance under any agreement for the railway being worked and used by the Great Western Railway Company of engines stock and plant necessary for the purposes of such agreement and the employment of officers and servants for the conduct of traffic;

The fixing collection payment appropriation apportionment and distribution of the tolls rates income and profits arising from the respective railways and works of the contracting companies or either of them.

Confirmation  
of scheduled  
agreement  
with the  
Great  
Western  
Railway  
Company.

**44.** The articles of agreement made between Sir Charles Frederick the Honourable Francis Algernon James Chichester and Charles Edward Machen on behalf of the Company on the one hand and the Great Western Railway Company on the other hand and set forth in the schedule to this Act annexed are hereby confirmed and made binding on the Company and the Great Western Railway Company respectively.

Tolls on  
traffic con-  
veyed partly  
on the rail-  
way and  
partly on  
other rail-  
ways.

**45.** During the continuance of the agreement confirmed by the next preceding section and of any agreement to be entered into under the provisions of this Act for the working or use of the railway or any part thereof by the Great Western Railway Company the railways of the Company and of the Great Western Railway Company shall for the purposes of short-distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Company and partly on the railways of the Great Western Railway Company for a less distance than four miles tolls and charges may only be charged as for four miles and in respect of passengers for every mile or fraction of a mile beyond four miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a



mile beyond four miles tolls and charges as for a quarter of a mile only and no other short-distance charge shall be made for the conveyance of passengers animals or goods partly on the railway of the Company and partly on the railways of the Great Western Railway Company.

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

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

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

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

Any company failing to comply with the provisions of this section shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act 1873.

Penalty.

**47.** Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to Her Majesty Her heirs or successors in right of the Duchy of Cornwall without the consent in writing of some two or more of such of the regular officers of the said duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in relation to the said duchy or belonging to the Duke of Cornwall for the time being without the consent of such Duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights

Saving rights of the Duchy of Cornwall.

26 & 27 Vict. c. 49.

A.D. 1882.

profits privileges powers or authorities vested in or enjoyed by Her Majesty Her heirs or successors in right of the Duchy of Cornwall or in or by the Duke of Cornwall for the time being.

Interest not  
to be paid on  
calls paid up.

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

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

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

Provision as  
to general  
Railway  
Acts.

**50.** Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Costs of Act.

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

The SCHEDULE referred to in the foregoing Act.

A.D. 1882.

ARTICLES OF AGREEMENT made the eleventh day of May one thousand eight hundred and eighty-two between SIR CHARLES FREDERICK of Shawford House in the county of Hants Baronet THE HONOURABLE FRANCIS ALGERNON JAMES CHICHESTER of Number 30 Eccleston Square Belgravia in the county of Middlesex and CHARLES EDWARD MACHEN of Coleford in the county of Gloucester Esquire being the provisional committee for promoting the railway herein-after mentioned (herein-after called the Promoters) of the one part and THE GREAT WESTERN RAILWAY COMPANY (herein-after called the Great Western Company) of the other part.

WHEREAS the Promoters in conjunction with others are promoting in the present session of Parliament a Bill to incorporate a company by the name of the Radstock Wrington and Congresbury Junction Railway Company (herein-after called the Radstock Company) and to authorise such company to make and maintain with all proper stations approaches works and conveniences connected therewith a railway (herein-after referred to as the Radstock Railway) which is therein described as a railway fourteen miles five furlongs nine chains and forty links or thereabouts in length commencing in the parish of Farrington-Gurney by a junction with the existing Bristol and North Somerset Railway at or near the post marking three and a quarter miles from Radstock passing from thence in through and into the parishes or places of Farrington-Gurney Stone-Easton Chewton-Mendip Emborrow Litton East-Harptree West-Harptree Compton-Martin Ubley Blagdon Burrington Wrington Churchill and Congresbury or some of them and terminating in the last-named parish by a junction with the Cheddar Valley Branch of the Bristol and Exeter section of the Great Western Railway at a point about two hundred and eighty-eight yards south of the southern end of Congresbury Station ;

And whereas the Great Western Company are the owners of amongst others the Bristol and Exeter Railway with which railway the Radstock Railway at its western extremity is intended to communicate and they lease and work in perpetuity the Bristol and North Somerset Railway with which railway the Radstock Railway at its eastern extremity is intended to communicate and it would be to the convenience of the public and the interest of the parties hereto would be promoted by the Radstock Railway being worked by the Great Western Company and in friendly connexion with that company so as to develope and protect the traffic of each other and the traffic to be carried over and interchanged between the two systems of railway and the Great Western Company are willing to work in connexion with their systems of railways the railway of the Radstock Company and the Promoters and the Great Western Company have determined to enter into and execute these presents by way of agreement as herein-after appearing Now therefore these presents witness and it is hereby mutually agreed by and between the Promoters for themselves and on behalf of the Radstock Company their successors and assigns and the Great

A.D. 1882. Western Company for themselves their successors and assigns as follows (that is to say)—

Article 1. The expression "Great Western Railway" where used in this agreement shall mean the Great Western Railway and all other railways except the Radstock Railway now or hereafter leased to or worked by the Great Western Railway Company. The expression "Radstock Railway" wherever herein-after employed means and includes the aforesaid railway of the Radstock Company subject to such alteration or deviation thereof as may be agreed upon between the Great Western Company and the Radstock Company or as may be imposed by Parliament and the sidings stations approaches lands works and conveniences connected therewith.

Article 2. The word "traffic" whenever herein-after employed means and includes all passenger animal goods mineral small parcels and other traffic of what nature or kind soever whether local or through to be conveyed by the Great Western Company to from over or upon the Radstock Railway or any part thereof and the words "local traffic" whenever herein-after used mean traffic originating and terminating on the Radstock Railway and the words "through traffic" whenever herein-after used mean traffic passing to from or over the Radstock Railway or some part thereof from to or over the Great Western Railway or some part thereof.

Article 3. The Radstock Company will on or before the first day of January one thousand eight hundred and eighty-six make and complete the Radstock Railway (unless otherwise agreed with the Great Western Company) with a single line of rails on the four feet eight inches and one half gauge including all proper and sufficient conveniences works appliances and things junctions passing-places sidings stations station-houses station-fittings ticket-cases furniture weighing-machines sheds cranes water water-tanks water-cranes cattle-pens turntables signals lamps electric telegraphs telegraphic instruments and all other works and conveniences also including all proper and sufficient dwelling-houses at level crossings where necessary so that the railway shall at the latest by the said first day of January one thousand eight hundred and eighty-six or such other time as may be agreed upon between the Radstock Company and the Great Western Company be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic and to the reasonable satisfaction of the engineer for the time being of the Great Western Company. Provided always that in the event of any difference arising between the Great Western Company and the Radstock Company as to the reasonableness of or necessity for any requirement of the engineer of the Great Western Company under this article such difference shall be referred to the determination of some civil engineer to be agreed upon between the said companies and upon their failing to agree to the determination of an engineer to be appointed by the Board of Trade on the application of either company and the award of such engineer shall be binding and conclusive on the Great Western Company and the Radstock Company.

Article 4. The Radstock Company will for the first twelve months after the opening of the Radstock Railway for public traffic uphold and maintain the same and all the various works matters and things mentioned in Article 3 in substantial repair and good working order and condition and at the expiration

of the twelve months leave the same in like repair and condition to the reasonable satisfaction of the engineer of the Great Western Company. A.D. 1882.

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

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

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

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

Article 9. On and after the opening of the Radstock Railway for public traffic and during the continuance of this agreement the Great Western Company will at their own cost and expense well and effectually manage and work the Radstock Railway and convey traffic thereon in a proper safe and convenient manner and so as fairly and reasonably to develop and accommodate the traffic whether local or through traffic and from time to time will run a proper and reasonably sufficient number of well and sufficiently appointed and timed trains thereover and thereon from Yatton to Radstock and from Radstock to Yatton and in convenient connexion so far as reasonably may be with the trains on the Great Western Railway.

Article 10. With respect to the conveyance of troops police or mails or other traffic if any which the Radstock Company are from time to time specially called on to convey on the Radstock Railway or any part thereof the Great

A.D. 1882. — Western Company will from time to time act as agents for the Radstock Company in conveying the same and duly perform their duties in that behalf.

Article 11. On and after the opening of the Radstock Railway for public traffic and during the continuance of this agreement the Great Western Company will at their own cost and expense provide and employ all station-masters booking-clerks porters engine-drivers guards watchmen workmen and servants for the Radstock Company (except the secretary and his staff) and will supply all such locomotive power engines carriages trucks rolling-stock (but not waggons or trucks for mineral traffic unless they do so on the Bristol and Exeter section of their railway or on the Bristol and North Somerset Railway in which case they shall do so in the same manner and on similar terms on the Radstock Railway) plant stores material and labour as shall be proper and sufficient for the working and user of the Radstock Railway and the Radstock Company shall not be bound to employ or provide any such person or thing.

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

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

Article 14. On and after the opening for public traffic of the Radstock Railway and during the continuance of this agreement the Radstock Company will bear and pay all tithes rentcharges rents rates or taxes and assessments as are usually paid by landowners and the Great Western Company will bear and make all such payments as are usually borne and paid by tenants and all other outgoings in respect of the working and maintenance of the said railway properly chargeable against revenue except property or income tax and except the remuneration of the auditors and directors of the Radstock Company and the salaries of their secretary and officers and their office expenses and staff all of which are to be borne and paid by the Radstock Company.

Article 15. If and whenever after the opening of the Radstock Railway for public traffic and during the continuance of this agreement the Great Western Company make or satisfy any expenditure or liability of the Radstock Company properly chargeable against the capital of the Radstock Company under the provisions of this agreement or make any other payments for or advances to

that company the amount paid or applied or advanced by the Great Western Company in that behalf shall be a debt due to them from the Radstock Company and shall bear interest at the rate of five pounds per cent. per annum from the time of the payment application or advance of the same by the Great Western Company to the time of the repayment thereof by the Radstock Company and shall so far as respects any expenditure liability or advances properly chargeable to capital be repaid by the Radstock Company to the Great Western Company out of the first capital of the Radstock Company which may be or can be made available for that purpose and if necessary application shall be made to Parliament or to the Board of Trade for power to raise such capital as may be necessary and as respects any expenditure liability or advances if any properly chargeable to revenue the same may from time to time be deducted with interest thereon out of the Radstock per-centage herein-after referred to.

But it is hereby expressly declared that no such expenditure whether on capital or revenue account shall unless the Great Western Company are compelled to do so by law or by pressing necessity or by the Board of Trade or any other power be made without previous notice in writing from the Great Western Company to the Radstock Company and any difference as to the necessity of or liability for such payments shall be referred to arbitration.

Article 16. On and after the opening for public traffic of the Radstock Railway and during the continuance of this agreement the tolls fares rates and charges in respect of the same and the traffic thereon shall from time to time be fixed or appointed by the Great Western Company and the general manager of the Great Western Company shall have and may exercise the same powers and authorities in and over the undertaking of the Radstock Company and the traffic thereof as he shall for the time being have the power to exercise over the Great Western Railway and all the tolls fares rates and charges for traffic including terminal charges shall be so fixed by the Great Western Company as under all the circumstances fairly and reasonably to develop such traffic Provided that if at any time the Great Western Company or the said general manager shall make and levy rates fares and tolls which in the opinion of the Radstock Company are not fair and reasonable or shall fail or omit to fix appoint or levy such rates fares and tolls as in the opinion of the Radstock Company are fair and reasonable as between the two companies then it shall be lawful for the Radstock Company to call on the Great Western Company to refer the matter of such rates fares or tolls to arbitration as provided in Article 30 of these presents.

Article 17. The gross amount of all the tolls fares rates charges rents and all other revenues of the Radstock Company from time to time payable to that company and the Great Western Company respectively in respect of the Radstock Railway and the lands works and property connected therewith and the traffic on the said railway receivable by the Great Western Company and by the Radstock Company or either of them shall after the deduction therefrom of the Government duty paid on passengers be divided between and belong to the two companies in the following proportions that is to say :

The Radstock Company shall receive thereout fifty per cent. of the said gross amount (herein called the Radstock per-centage) and the Great

A.D. 1882.

Western Company shall receive the remaining fifty per cent. thereof and the sums received or retained by the Great Western Company under this article shall be deemed to satisfy and cover all their expenses of and incident to the management maintenance repair working and user by them of the Radstock Railway and all their other expenditure and liabilities in respect thereof under this agreement.

Article 18. The gross amount referred to in the last preceding article shall comprise the following namely (1) The gross tolls fares rates charges rents and all other revenues of the Radstock Company including the receipts receivable in respect of all local traffic (2) A full mileage proportion of all the gross tolls fares rates and charges receivable in respect of all through traffic after the deduction of the usual clearing house terminals (3) Clearing house terminals in respect of stations upon the Radstock Railway on through traffic arising at or terminating at stations upon the Radstock Railway but the Congresbury Station of the Bristol and Exeter Railway and the Farrington-Gurney Station of the Bristol and North Somerset Railway are neither of them to be considered stations on the Radstock Railway provided that paid-ons are not to be accounted as part of the gross amount aforesaid (4) Out of the terminals belonging to the Radstock Company a reasonable allowance shall be made to the Great Western Company in respect of the collection cartage and delivery of goods and parcels traffic at stations on the Radstock Railway where those services are performed or paid for by the Great Western Company.

Article 19. The payments to be made by the Great Western Company to the Radstock Company to carry out the provisions of the foregoing articles shall be made half-yearly within fourteen days after the first day of March and the first day of September in each year in respect of the period ending on the previous thirty-first day of December or thirtieth day of June as the case may be Provided that in case an interval of less than half a year shall elapse between the first opening of the Radstock Railway for public traffic and the thirtieth day of June or the thirty-first day of December (as the case may be) next following the sums payable under this agreement shall be apportioned accordingly.

Article 20. Each of the companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement which accounts and vouchers shall be open at reasonable times for the inspection and transcription of the directors and agents of the companies respectively and the companies respectively will afford to each other all proper and sufficient facilities for the inspection and where reasonably necessary for the transcription of such accounts and vouchers.

Article 21. With respect to all through traffic the accounts of the tolls fares rates and charges for the same shall be so kept as to show plainly the apportionment as herein-before provided.

Article 22. Each of the companies will within fifty days after the thirtieth of June and the thirty-first of December in every year transmit to the other an



accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement. A.D. 1882.

Article 23. If and whenever either of the companies within forty days after the transmission to them of any abstract of accounts referred to in Article 22 requires the other company to verify the same they will do so and the abstract of accounts shall if necessary be made correct and shall thenceforth be deemed a settled account or if they permit the forty days to pass without requiring the verification of the abstract of accounts the same shall thereupon be deemed a settled account and no account once settled shall be re-opened. But the provisions of this article shall not be pleaded to bar the equitable remedy of anything done or wrong suffered by either party through any act contravening this agreement which could not reasonably be previously ascertained.

Article 24. Every notice request account or other writing to be given by either of the companies to the other of them for any of the purposes of this agreement shall be sufficient if it be signed by the secretary of the company giving the notice or be left for them at as regards the Radstock Company their principal office or such other place as they shall from time to time give notice of in writing to the Great Western Company and as regards the Great Western Company their principal office at Paddington or such other place as they shall from time to time give notice of in writing to the Radstock Company.

Article 25. The Radstock Company shall before the opening for public traffic of the Radstock Railway deliver or cause to be delivered to the Great Western Company free of charge a copy of the following :—

1. The parliamentary plans and sections of the Radstock Railway.
2. The books of reference to the plans.
3. The working plans and sections or a copy thereof.
4. Copies of all contracts agreements covenants or obligations whatsoever which affect the working use and maintenance of the Radstock Railway including those with owners lessees and occupiers or others as to accommodation or other works sidings and level crossings.

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

Article 26. No land belonging to the Radstock Company shall be disposed of by them in any way as superfluous land unless it has been previously declared in writing by the general manager and engineer of the Great Western Company for the time being that such land is not required for the then present or proximate traffic of the Radstock Railway or for the maintenance or purposes of that railway and the Great Western Company if they think fit may in any lands of the Radstock Company excavate remove and use any material or materials which may be required for ballasting maintaining and repairing or

A.D. 1882. otherwise in connexion with the Radstock Railway or any part thereof or for the purposes of that railway without payment therefor.

Article 27. This agreement to be subject to the approval of Parliament and this agreement or the agreement under the seal of the Radstock Company to be subject to the approval of the proprietors of the Great Western Company and of the Radstock Company respectively at a general meeting of each of the said companies specially convened for the purpose and the majority at each of such meetings to approve of the agreement shall be three-fifths of the votes of the proprietors present in person or by proxy at each of such meetings and subject to such approval this agreement shall be in perpetuity.

Article 28. If the said deposited Bill shall pass into law these presents shall be executed by the seal of the Radstock Company within three months after the passing of the Act and upon such execution all further liability under this agreement on the part of the Promoters except as shareholders shall wholly cease and come to an end and these presents shall thenceforward enure and be carried into effect as if they had been entered into between the Great Western Company and the Radstock Company.

Article 29. If this agreement be not scheduled to and confirmed by the pending Bill the Great Western Company may at their own cost and charges in the next or any subsequent session of Parliament apply to Parliament for a confirmation of this agreement and the Radstock Company shall if required to do so by the Great Western Company give all aid in their power to the successful prosecution of such application and this agreement shall be subject to such alterations as Parliament may think fit to make therein but if the committee on the Bill make any material alteration in this agreement it shall be competent to any of the parties hereto to withdraw the same.

Article 30. If and whenever any difference arises between the Radstock Company or their assigns and the Great Western Company or their assigns touching the true intent or construction of this agreement or anything to be done suffered or omitted in pursuance of this agreement or any of the incidents or consequences of this agreement or touching the carrying into effect of any of the articles of this agreement or any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement or any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged non-fulfilment or any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises every such difference shall in the first instance be referred to the chairmen of the two companies and if or so far as they shall fail to determine thereon the same as well as every other question or matter herein-before provided to be determined by arbitration shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 the arbitrator or umpire as the case may be to be appointed in the event of difference by the leading Queen's counsel on the northern circuit for the time being and every question or matter so referred shall be deemed to be in difference between the companies parties thereto and this article shall

[45 & 46 VICT.]      *Radstock Wrington and*      [Ch. cclxv .  
*Congresbury Junction Railway Act, 1882.*

accordingly be and have effect as an agreement between the companies for A.D. 1882.  
arbitration under that Act.

Article 31. This agreement is made subject to the twenty-seventh section of the Railways Clauses Act 1863.

In witness whereof the parties hereto of the first part have respectively set their hands and affixed their seals and the Great Western Company have hereunto affixed their common seal the day and year first above written.

Signed sealed and delivered by the above-named Charles Frederick Baronet in the presence of—

C. B. ROBINSON  
Frankton-Grange Salop.

CHARLES FREDERICK

L.S.

Signed sealed and delivered by the above-named Francis Algernon James Chichester in the presence of—

THOMAS DE RENZY  
Arthurstown  
Surgeon.

F. A. J. CHICHESTER

L.S.

Signed sealed and delivered by the above-named Charles Edward Machen in the presence of—

R. C. ANWYL  
St. Stephen's Chambers Westminster  
Solicitor.

CHARLES EDWARD MACHEN

L.S.

G. COTTMAN  
Assistant Secretary.

Seal of the  
Great Western  
Railway Com-  
pany.

