



## CHAPTER cxcii.

An Act to authorise the Great Western Railway Company to make and maintain certain Railways and works; for vesting in the Great Western Railway Company the undertakings of the Stratford-upon-Avon Railway Company and the Watlington and Princes Risborough Railway Company; for confirming Agreements between the Great Western Railway Company and other companies; and for other purposes. A.D. 1883.

[20th August 1883.]

**W**HEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to make and maintain the Railways and to execute the other works and exercise the powers by this Act respectively authorised and conferred and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith and for providing increased accommodation certain lands houses and buildings in this Act described or referred to: (Railways and other Works.)

And whereas it is expedient that the Company and the London and North-western Railway Company should for purposes connected with undertakings in which they are jointly interested be empowered to stop up the existing road and make in lieu thereof the new road and exercise the other powers herein-after respectively referred to in that behalf: (Company and London and North-western Company.)

And whereas it is expedient that the Company and the Midland Railway Company should for purposes connected with their Clifton Extension Railway be empowered to acquire the lands herein-after described in that behalf: (Company and Midland Company.)

And whereas Plans and Sections showing the lines and levels of the Railways roads and other works by this Act authorised to be constructed and the lands by this Act authorised to be acquired and also Books of Reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those (Deposit of Plans &c.)

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A.D. 1883. — lands were duly deposited with the clerks of the peace for the several counties within which those Railways and other works will be constructed and those lands are situated and are herein-after respectively referred to as the deposited Plans Sections and Books of Reference :

(Superfluous Lands.)

And whereas it is expedient that the time limited for the sale of certain lands acquired by the Company and by the Company and the London and North-western Railway Company jointly should be extended and that further powers should be conferred upon the Company and upon the Company and the London and North-western Railway Company jointly in respect of the sale lease or other disposal of those lands :

(Trespass.)

And whereas it is expedient that the provisions of the Great Western Railway (No. 1) Act 1882 with respect to the prevention of trespass on the Company's Railways should be extended to other Railways in which the Company are interested and that those provisions should be further amended as in this Act provided :

(Stratford-upon-Avon and Watlington and Princes Risboro' Vestings.)

And whereas the Railway of the Stratford-upon-Avon Railway Company is under the authority of Parliament worked by the Company and the Railway of the Watlington and Princes Risborough Railway Company is worked in connexion therewith and it is expedient that the undertaking of each of those Companies should be transferred to and vested in the Company and worked and managed by them as part of their undertaking :

And whereas it is expedient that the several Agreements set forth in the Fourth Fifth Sixth Seventh Eighth Ninth and Tenth Schedules to this Act and made respectively between the Company on the one hand and the Watlington and Princes Risborough Railway Company the Staines and West Drayton Railway Company the Bridport Railway Company the Princetown Railway Company the Whitland and Cardigan Railway Company the Llangollen and Corwen Railway Company and the Bristol and Portishead Pier and Railway Company respectively on the other hand should respectively be confirmed :

(Transfer of Deposit Fund. Bristol and North Somerset.)

And whereas the sum of one thousand nine hundred and twenty-eight pounds was paid into the Bank of England to the credit of the Paymaster-General for the time being on behalf of the Court of Chancery in respect of the application to Parliament for the Bristol and North Somerset Railway Act 1873 and that sum is now standing to the credit of the Paymaster-General in the matter of the said Act in the Chancery Division of the High Court of Justice :

And whereas by the said Act it was provided that notwithstanding anything therein contained the said sum of one thousand

nine hundred and twenty-eight pounds so deposited should 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 unless the Company should previously to the expiration of the period limited by such Act for the completion of the Camerton Branch Railway by the said Act authorised either open the Railway for the public conveyance of passengers or prove to the satisfaction of the Board of Trade that the Company had paid up one-half of the amount of the Camerton Branch capital by the said Act authorised to be raised by means of shares and had expended for the purposes of such Act a sum equal in amount to such one-half of the said capital and that if the said period should expire before the Company should either have opened the Railway for the public conveyance of passengers or have given such proof as aforesaid to the satisfaction of the Board of Trade the said sum of one thousand nine hundred and twenty-eight pounds should be applied in the manner therein-after specified and that the certificate of the Board of Trade that such proof had been given to their satisfaction as aforesaid should be sufficient evidence of the fact so certified and it should not be necessary to produce any certificate of the said Act having passed anything in the above-mentioned Act to the contrary notwithstanding :

And whereas the time limited by such Act for the completion of the said Railway in respect of which such deposit was made was the twenty-first day of July one thousand eight hundred and seventy-eight and by the *Great Western Railway Act* one thousand eight hundred and seventy-eight certain deviations of the said Railway were authorised and the time limited for the construction of the said Railway except where deviated was extended to the thirteenth day of July one thousand eight hundred and eighty-one and the time limited for the completion of the deviations was the thirteenth day of July one thousand eight hundred and eighty-two :

And whereas one-half of the amount of the share capital authorised for the construction of the said Railway was expended in and before November one thousand eight hundred and seventy-nine and the Railway has since been completed and opened for traffic but not for the public conveyance of passengers and it is expedient that provision should be made for the payment of the said sum so deposited to the persons herein-after referred to in that behalf as in this Act provided :

And whereas it is expedient that further powers should be conferred upon the directors of the Company and the Committees (Super-annuation Funds.)

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A.D. 1883. of Management of the Superannuation Funds of the Company with reference to the rules benefits and payments of and otherwise in relation to those funds as herein-after provided in that behalf:

(Subscription to other Companies.)

And whereas it is expedient that the Company should be empowered to subscribe or contribute to the capital of or to lend or advance money on the security of the mortgages or debenture stock of the Staines and West Drayton Railway Company and the Bridport Railway Company and also to contribute towards the cost of certain works at Plymouth herein-after referred to:

(Amendment of Acts.)

And whereas it is expedient that some of the provisions of the existing Acts relating to the Company should be amended as herein-after provided:

(Additional Capital.)

And whereas it is expedient that the Company should be empowered to raise a further sum of money for the purposes of this Act and for the general purposes of their undertaking:

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

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

Short Title.

1. This Act may be cited for all purposes as the Great Western Railway Act 1883.

Incorporation of General Acts.

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

The Lands Clauses Consolidation Acts 1845 1860 and 1869:

The Railways Clauses Consolidation Act 1845:

Part I (relating to the Construction of a Railway) Part II (relating to Extension of Time) Part III (relating to Working Agreements) and Part V (relating to Amalgamation) of the Railways Clauses Act, 1863:

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money ;  
The conversion of the borrowed money into capital ;  
The consolidation of shares into stock ; and  
The provision to be made for affording access to the special  
Act by all parties interested :

Part I (relating to Cancellation and Surrender of Shares) Part II  
(relating to Additional Capital) and Part III (relating to De-  
benture Stock) of the Companies Clauses Act 1863.

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

The expression "the Railways" means the New Railways by this  
Act authorised :

The expression "superior courts" or "court of competent juris-  
diction" or any other like expression in this Act or any Act  
wholly or partially incorporated herewith shall for the purposes  
of this Act 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. Subject to the provisions of this Act the Company may make Power to  
and maintain in the lines and according to the levels shown on the make Widen-  
deposited Plans and Sections relating thereto the Widenings of ings of Rail-  
Railways New Railways and Alterations of Railways herein-after ways &c.  
described with all proper stations sidings approaches roads works  
and conveniences connected therewith and may enter upon take and  
use such of the lands delineated on the deposited Plans thereof and  
described in the deposited Books of Reference relating thereto as  
may be required for those purposes and for the general purposes of  
their undertaking :

The Widenings of Railways New Railways and other works  
herein-before referred to and authorised by this Act are :—

No. 1. A Widening of the Company's Railway sixteen miles five  
furlongs in length commencing in the parish of Saint Mary's  
Reading in the county of Berks by a junction with the Com-  
pany's Railway at a point one chain or thereabouts westward  
of the bridge carrying that Railway over Caversham Road and  
terminating in the parish of Didcot in the same county by a  
junction with the said Railway :

No. 2. A Widening of the Company's Railway one furlong three  
chains forty-five links in length wholly situate in the parish of  
Didcot in the county of Berks commencing by a junction with  
Railway No. 1 and terminating by a junction with the Com-  
pany's Railway to Oxford and Birmingham :

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- No. 3. A Widening of the Company's Bristol and South Wales Union Railway one mile one furlong four chains in length commencing in the parish of Saint George in the county of Gloucester by a junction with the said Railway of the Company and terminating in the parish of Stapleton in the county of Gloucester by a junction with the said Bristol and South Wales Union Railway :
- No. 4. A Widening of the Company's Bristol and South Wales Union Railway three miles one furlong eight chains in length commencing in the parish of Stoke Gifford in the county of Gloucester by a junction with their said Railway and terminating in the parish of Almondsbury in the same county by a junction with the authorised Severn Tunnel Railway :
- No. 5. A Railway four furlongs eight chains fifty-five links in length commencing in the parish of Saint George in the county of Gloucester by a junction with the main line of the Company's Railway from London to Bristol and terminating in the parish of Saint Philip and Jacob in the city and county of Bristol by a junction with the Bristol and South Wales Union Railway of the Company :
- No. 6. A Railway thirteen miles eight chains in length commencing in the parish of Urchfont in the county of Wilts by a junction with the Berks and Hants Extension Railway of the Company and terminating in the parish of Westbury in the same county by a junction with the Wilts Somerset and Weymouth Railway of the Company and for the purposes of this Railway the quantity of land to be taken by the Company from Stroud Common shall not exceed three-fourths of an acre or thereabouts :
- No. 7. A Railway fifteen miles three furlongs in length commencing in the parish of Huish Episcopi in the county of Somerset by a junction with the Durston and Yeovil Branch Railway of the Company and terminating in the parish of Almsford otherwise Ansford in the same county by a junction with the Wilts Somerset and Weymouth Railway of the Company :
- No. 8 (distinguished on the deposited Plans and Sections by the No. 11) An alteration of the levels and works of so much of the South Wales Railway of the Company as lies between a point in the parish of Ifton in the county of Monmouth about eight chains eastward of the mile-post on that Railway indicating one hundred and forty-eight and a quarter miles from Paddington and a point in the parish of Llanfihangel near Rogiett in the same county about one chain eastward of the

mile-post on the said Railway indicating one hundred and forty-nine and a half miles from Paddington :

No. 9 (distinguished on the deposited Plans by the No. 12) An open cutting instead of tunnel at the western end of the authorised Severn Tunnel Railway in the parish of Caldicot in the county of Monmouth between a point on the said Railway about eleven chains westward of the mile-post on the South Wales Railway of the Company indicating one hundred and forty-seven and a half miles from Paddington and a point thereon about three chains eastward of the same mile-post.

5. The Widenings and Railways above described shall for all purposes including the demanding and recovering of tolls rates and charges be deemed to be part of the Company's undertaking Provided always that the tolls rates and charges to be demanded and recovered in respect of the Widenings and Railways and the traffic thereon shall not exceed as follows:—

Widenings and Railways to be part of Company's Undertaking.

With respect to Widenings Nos. 1 and 2 and Railway No. 5 the tolls rates and charges prescribed by the Great Western Railway Amendment and Extensions Act 1847 :

With respect to Widenings Nos. 3 and 4 the tolls rates and charges prescribed by the Bristol and South Wales Union Railway Act 1857 :

With respect to Railway No. 6 the tolls rates and charges prescribed by the Berks and Hants Extension Railway Act 1859 :

With respect to Railway No. 7 the tolls rates and charges prescribed by the Wilts Somerset and Weymouth Railway Act 1845 :

With respect to Railway No. 8 the tolls rates and charges prescribed by the South Wales Railway Consolidation Act 1855.

6. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say) :

Inclinations of certain Roads.

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
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WIDENING No. 1.

6	Purley -	Public -	1 in 10
19	Basildon -	Public -	1 in 17
32	Goring -	Public -	1 in 18
9	South Stoke -	Public -	1 in 18
15	South Stoke -	Public -	1 in 19

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No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
RAILWAY No. 6.			
22	Potterne -	Public -	1 in 12 on one side.
80	Potterne -	Public -	1 in 14 on one side and level on the other.
93	Potterne -	Public -	1 in 14 on one side and 1 in 30 on the other.

Heights and Spans of certain Bridges.

7. The Company may make the arches of the bridges for carrying the under-mentioned Widening and Railways over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion with those roads respectively (that is to say) :

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
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WIDENING No. 1.

			ft.	in.	ft.	in.
22	Pangbourne -	Public -	14	9	16	0
36	Pangbourne -	Disturnpiked -	15	9	18	0
69	Goring -	Public -	13	6	15	6
9	South Stoke -	Public -	13	6	15	6
15	South Stoke -	Public -	13	9	15	9
21	South Stoke -	Public -	14	3	15	6
25A	Cholsey -	Public -	12	9	17	6
11	South Moreton -	Public -	15	0	15	6
13 13A	East Hagbourne -	Disturnpiked -	15	0	15	6

WIDENING No. 4.

83	Almondsbury -	Public -	15	0	20	0
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RAILWAY No. 6.

22	Potterne -	Public -	14	0	20	0
42	Potterne -	Disturnpiked -	15	0	20	0
56	Potterne -	Disturnpiked -	14	0	20	0
80	Potterne -	Public -	14	0	20	0
93	Potterne -	Public -	15	0	20	0
36	Edington -	Public -	14	0	20	0
61	Westbury -	Disturnpiked -	14	0	20	0
68	Westbury -	Public -	15	0	20	0
76	Westbury -	Public -	15	0	20	0
92A	Westbury -	Public -	15	0	20	0



No. on deposited Plan.	Parish.	Description of Road.	Height.		Span.	
RAILWAY NO. 7.						
			ft.	in.	ft.	in.
99	Long Sutton	Public	15	0	20	0
89	Long Sutton	Public	15	0	20	0
49	Long Sutton	Disturnpiked	15	0	25	0
66	Long Sutton	Public	15	0	20	0
19	Long Sutton	Public	14	0	20	0
21	Charlton Mackerel	Disturnpiked	14	0	25	0
17	Charlton Mackerel	Disturnpiked	15	0	25	0
12	Puddmore	Disturnpiked	15	0	25	0
29	North Barrow	Public	14	0	20	0
11	North Barrow	Public	14	0	20	0
38	Castle Cary	Public	14	0	20	0
19	Castle Cary	Disturnpiked	14	0	25	0
2A	Almsford	Disturnpiked	15	0	25	0

8. The Company may make the roadway over the bridges by which the following roads will be carried over the under-mentioned Widening and Railways and also such roadways respectively when deviated of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after specified (that is to say):

Widths of certain Roadways.

No. on Plan.	Parish.	Description of Roadway.	Width of Roadway.	
WIDENING NO. 1.				
			ft.	in.
6	Purley	Public	12	0
19	Purley	Public	18	9
9	Basildon	Disturnpiked	18	0
32	Gornel	Public	15	0
97	Gornel	Public	14	0
16	Cholsey	Disturnpiked	16	0
27A	Cholsey	Public	18	0
35	Cholsey	Public	18	0
32A	South Moreton	Public	14	0
46 47 48	South Moreton	Public	16	0
13	East Hagbourne	Public	20	0

WIDENING NO. 4.

51	Almondsbury	Public	20	0
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No. on Plan.	Parish.	Description of Roadway.	Width of Roadway.
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RAILWAY No. 6.

			ft.	in.
75	Potterne - -	Disturnpiked - -	20	0
5	Erlestoke - -	Public - -	16	0
7	East Colston - -	Public - -	16	0
23	Edington - -	Public - -	16	0
32	Edington - -	Disturnpiked - -	20	0
61	Edington - -	Disturnpiked - -	20	0
1	Westbury - -	Disturnpiked - -	25	0
50	Westbury - -	Disturnpiked - -	16	0

RAILWAY No. 7.

5	Huish Episcopi - -	Disturnpiked - -	25	0
28	Long Sutton - -	Public - -	20	0
32	Long Sutton - -	Public - -	25	0
5	Long Sutton - -	Public - -	20	0
24	Kingsdon - -	Public - -	20	0
13	Kingsdon - -	Disturnpiked - -	25	0
58	Babcary - -	Public - -	18	0
19	Babcary - -	Public - -	18	0
2A	Almsford - -	Disturnpiked - -	25	0
2	Almsford - -	Disturnpiked - -	25	0

Power to stop up certain Roads.

9. The Company may stop up and discontinue the roads herein-after mentioned respectively (that is to say) :

No. on Plan.	Parish.	Description of Road.
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WIDENING No. 1.

20	Goring - - - -	Public
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RAILWAY No. 5.

13	St. Philip and Jacob (out parish) -	Public
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For the protection of Major Anthony Morris Storer.

10. In exercising the powers of this Act with respect to the Widening No. 1 the following provisions shall (unless otherwise agreed) have effect for the protection of Major Anthony Morris Storer or other the owner for the time being of the estate known as Purley Park Estate in the parish of Purley and Witchurch intermixed (herein-after referred to as "the owner") :—

(a) The Company shall not lay more than two lines of rails in addition to their existing two lines of rails through the said estate or any part thereof :

(b) For the purpose of laying such two additional lines of rails the Company shall construct and for ever after maintain upon the existing land of the Company a brick or stone retaining wall of such reasonable design as may be approved by the owner between the points marked upon the deposited Plan three miles one furlong and three miles two furlongs nine chains :

(c) The Company shall not enter upon take or use any part of the estate of the owner between the said points and the Company shall elsewhere than between such points take only so much of the said estate as shall be absolutely necessary to enable them to lay such two additional lines of rails without the use of retaining walls for such purpose the nearest of such rails to be not more than seventeen feet six inches in the clear distant from the northern rail of the existing line of rails at the over bridge and ten feet at the point marked three miles two furlongs nine chains :

(d) The Company shall maintain the park fence on the north side of the existing Railway in its present position both during the construction of their works and for ever afterwards except that where any additional land of the owner shall be taken as herein-before provided the Company shall move back such fence to the boundary of such additional land before the commencement of such works and shall thereafter for ever maintain the same :

(e) If the owner shall at any time hereafter consider it necessary to have any works of the Company constructed under this Act planted out of view of persons standing in front of his mansion house the Company will at their own expense within twelve months after notice to this effect shall have been given to them by the owner purchase trees and shrubs of descriptions to be reasonably approved by the owner and plant the same under the direction of the owner and in case the Company shall make default in so doing within the time above mentioned then and in that case the Company shall pay to the owner a reasonable sum to cover the cost of such planting :

(f) No buildings sheds depôts wharves storehouses or other works of the Company shall be made set up or erected on any part of the lands of the owner to be taken by the Company under the powers of this Act nor shall any arches made on the said lands be used for any purpose whatever :

(g) The Company shall extend and pave in the same ornamental manner as at present the private bridge under their Railway belonging to the owner so far as will be necessary in

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consequence of the Widening of the said Railway and shall alter and complete the approach to the said bridge on the north side as may be necessary :

(h) Except where the same may be expressly varied by this Act nothing herein contained shall be construed to prejudice a certain Indenture of Covenant bearing date the twenty-fourth day of April one thousand eight hundred and thirty-seven and made between three of the then directors of the Company of the one part and the said Anthony Morris Storer of the other part which Indenture of Covenant save as aforesaid shall remain in full force and effect :

(i) Any difference which may arise between the Company and the owner under this section shall be determined by an engineer to be agreed upon or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party.

Works on the River Thames to be executed under the direction of the Conservators.

**11.** The Widening No. 1 by this Act authorised and all or any temporary or permanent works connected therewith so far as the same affect the River Thames (in this Act herein-after referred to as "the River") shall if constructed be executed according to a plan and elevation to be reasonably approved by the Conservators of the River Thames (in this Act herein-after referred to as "the Conservators") and deposited at their office and the works in the river shall be executed and performed to the reasonable satisfaction of the engineer for the time being of the Conservators and the traffic of the river shall not be interfered with more than may be absolutely necessary in the construction of the Widening No. 1 and the works connected therewith And the Company shall after the completion of the permanent works and within fourteen days after notice from the Conservators so to do remove any materials for temporary works which may have been placed in the river by the Company and on their failing so to do the Conservators may remove the same charging the Company with the reasonable expense of so doing and the Company shall forthwith repay to the Conservators all such expenses so incurred and in the event of any difference arising as to this enactment or any of the matters referred to therein the same shall be determined by arbitration in the manner herein-after provided.

Notice to Conservators of commencement of work.

**12.** The Company shall not make or commence any work on the shore or bed of the river without the consent of the Conservators until the expiration of one calendar month after notice shall have been given to the Conservators in writing under the hand of the secretary or an assistant-secretary for the time being of the Company of the intention of the Company to commence such work.

**13.** The Company shall during the construction respectively of those portions of the Widening No. 1 and the Widening of the bridge at Oxford which will affect the river hang out and exhibit at or near to each of the several bridges when the works are being constructed thereat respectively known as Gatehampton Bridge Moulsoford Bridge and the Company's Railway Bridge across the river at Oxford every night from sunset to sunrise lights to be kept burning by and at the expense of the Company and proper and sufficient for the navigation and safe guidance of vessels and the lights shall from time to time be altered by the Company in such manner and be of such kind and number and be so placed and used as the Conservators by writing under the hand of their secretary for the time being shall approve and direct and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence forfeit five pounds.

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Lights to be exhibited upon temporary Works.

**14.** Nothing in this Act contained shall authorise or empower the Company to embank or encroach upon or interfere with any part of the soil or bed of the river or the shore thereof except according to a plan to be approved by the Conservators and in the event of any difference with respect to such plan the same shall be referred to arbitration in the manner herein-after provided.

Company not to interfere with the bed of the River.

**15.** The Company in the exercise of the powers of this Act shall not (except as far as shall be necessary in the construction of the Widening No. 1 and the works connected therewith) take any gravel soil or other material from the bed of the river without the previous consent of the Conservators signified in writing under the hand of their secretary.

Company not to take gravel &c. from River without consent of Conservators.

**16.** Between the points marked respectively on the deposited Plans of Railway No. 1 two miles three chains and two miles one furlong three chains the Company shall not under the provisions of this Act acquire any lands on the northern side of the existing Railway of the Company :

For preservation of Towing-paths.

The Company shall not acquire under the provisions of this Act any portion of the lands numbered on the deposited Plans 54 in the parish of Pangbourne within twenty feet of the water of the river as indicated by waved lines upon the deposited Plans or any portion of the property numbered on the said Plans 49 in the parish of Tilehurst.

**17.** The Company shall not without the consent of the Conservators acquire under the provisions of this Act any greater quantity of the lands numbered on the deposited Plans 3 in the parish of Purley than the quantity shown as intended to be so acquired upon

Certain Lands not to be acquired.

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A.D. 1883. a plan in duplicate signed by Charles J. More on behalf of the Conservators and by Lancaster Owen on behalf of the Company.

Existing Spans and Headways of Bridges to be preserved.

18. In exercising the powers by this Act conferred of widening bridges carrying the Railways of the Company across the river the existing widths of the spans of the arches or openings and the existing heights of the headways shall not except with the consent of the Conservators be lessened.

Dredging by Conservators.

19. In the construction of Widening No. 1 by this Act authorised the foundations of the piers and abutments of the respective bridge works mentioned in the first column of the following table shall be made and maintained at such a level as to allow the bed of the river around and near such piers respectively to be dredged to the respective depths above Ordnance datum mentioned in the second column of that table namely :—

Name of the Railway Bridge to be widened.	Depth above Ordnance Datum.
Gatehampton Bridge . . . . .	117 feet or 13' 6" below summer water level.
Moulsford Bridge - . . . . .	125 feet or 13 feet below summer water level.
Company's Bridge at Oxford . . . . .	168 feet or 12 feet below summer water level.

Saving rights of the Conservators.

20. Except as herein expressly provided nothing contained in this Act shall extend to or be construed to extend to prejudice or derogate from the estates rights interests privileges liberties or franchises of the Conservators or to prohibit defeat alter or diminish any powers authority or jurisdiction which at the time of passing this Act the Conservators did or might lawfully claim use or exercise.

Arbitration.

21. In the event of any difference arising between the Conservators and the Company or between the engineer for the time being of the Conservators and the engineer for the time being of the Company as to any of the matters arising under or provided for by the ten immediately preceding sections of this Act the same shall be referred to and determined by a single arbitrator to be agreed on by the Conservators and the Company or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers whose decision shall be binding and conclusive.

Saving the rights of the Cattybrook Brick Company Limited.

22. Nothing in this Act contained shall alter or prejudice the rights privileges easements interests and claims of the Cattybrook Brick Company Limited (herein-after referred to as "the Cattybrook Company") or of the Company but such rights privileges ease-

ments interests and claims shall remain as valid in every respect as if this Act had not passed. Provided always that the Company may acquire under the provisions of this Act or otherwise such of the lands works and premises of the Cattybrook Company shown on the deposited Plans in the parishes of Almondsbury and Saint George as may be necessary for the purposes of their undertaking. But as regards the lands works and premises of the said Cattybrook Company situate in the last-mentioned parish if the Company acquire more than one third of the lands numbered on the deposited Plans 34 in the parish of Saint George including in such one third the lands within and without the limits marked on the deposited Plans as limits of land to be purchased then and in such case the Company shall notwithstanding anything in this Act contained purchase the whole of the said lands and premises numbered on the deposited Plans 34 in the parish of Saint George including the lands within and without such limits.

**23.** For the protection of the mayor aldermen and burgesses of the borough of Reading (in this section called "the Corporation") the following provisions with respect to the powers by this Act conferred upon the Company within the borough of Reading shall have effect (that is to say):—

For the protection of Corporation of Reading.

(1) The provisions of sections eighteen to twenty-three (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the water mains pipes and apparatus of the Corporation and to the Corporation in respect thereof as though the Corporation were a water company or society:

(2) Nothing in this Act shall interfere with the rights or powers of the Corporation in relation to the making of new sewers and drains and the laying down of new water mains and apparatus or with any rights powers or authorities conferred upon and now vested in the Corporation by the Reading Corporation Act 1881 or by any of the Acts therein referred to as the "Corporation Acts:"

(3) If any difference shall arise between the Company and the Corporation with reference to any of the matters in this enactment contained the same shall be settled by a single arbitrator to be agreed upon or failing agreement to be appointed by the President of the Institution of Civil Engineers for the time being.

**24.** For the protection of the mayor aldermen and burgesses of the city of Bristol (in this section called "the Corporation") the following provisions shall have effect (that is to say)—

For the protection of the Corporation of Bristol.

(1) The Company shall carry the widened portion of the South Wales Union Railway over the following streets by bridges

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having throughout not less than the following spans measured on the square and the following headways from the underside of the bridges above the level of the roadway namely The bridge over Stapleton Road forty-two feet and the bridge over Treefield Road numbered on the deposited Plans 32 in the out-parish of Saint Philip and Jacob (which shall be a flat girder bridge) thirty feet span and with a headway of the height of the existing bridge :

- (2) The Company shall carry the Railway No. 5 over Queen Ann Road by a flat girder bridge having not less than thirty feet span measured on the square and not less than sixteen feet headway from the underside of the bridge above the level of the roadway :
- (3) The diverted portion of the road at the top of Jarvis Street shall have throughout a width of not less than thirty feet whereof twenty-one feet shall be roadway and a footway on either side not less than four feet six inches and the Company shall form make and complete to the reasonable satisfaction of the Corporation and with materials similar in character to those in Jarvis Street the diverted portion of the said road and dedicate the same to the use of the public before they close any portion of the road for which such diversion is substituted :
- (4) The Company shall form make and complete to the reasonable satisfaction of the Corporation and with materials similar in character to those in Beaconsfield Street a footway having throughout a width of not less than six feet from Queen Ann Road to Beaconsfield Street by the side of the proposed Railway and shall divert the existing sewer along the same and shall dedicate such footway to the use of the public before they close any portion of Queen Ann Street :
- (5) The Company shall construct and maintain the widened portion of the bridge across the Feeder Canal so that the abutments of the widened portion shall be lineable with the abutments of the existing bridge thereover and shall construct and maintain the widened portion of the bridge across the road by the side of the Feeder Canal known as the Feeder Road by a flat girder bridge of two spans supported by a pier which the Company are hereby authorised to erect for the purpose in the roadway and so that the headway of the widened portion shall be as great as that of the existing bridge and so that the abutments of such widened portion shall be lineable with the boundary wall of Messieurs Evans's Tannery and any temporary scaffolding erection piling or work necessary for the



construction of either of such widenings shall be subject as to its construction and position to the reasonable approval of the engineer of the Corporation Docks :

- (6) The bridge carrying the Railway over Stapleton Road shall be constructed and maintained according to a design and elevation previously submitted to the Corporation for their reasonable approval provided that unless the Corporation signify their disapproval within one month after such submission they shall be taken to have approved thereof :
- (7) If any difference arise between the Company and the Corporation touching any of the foregoing matters such difference shall be determined unless otherwise agreed on by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either of the parties in difference and the costs of the arbitration shall be borne as the arbitrator shall direct :
- (8) All bridges where they cross any public footpath shall be constructed and maintained so as to prevent the dropping of water on the footway beneath.

**25.** For the protection of the Local Board for the district of Saint George in the county of Gloucester being the urban sanitary authority for the said district (hereafter in this section called "the sanitary authority") the following provisions shall have effect (that is to say) :—

Provisions  
for the pro-  
tection of  
the Local  
Board of  
Saint  
George.

- (1) Notwithstanding anything shown on the deposited Sections the span of the bridge by which the Widening No. 3 by this Act authorised shall be carried over the Stapleton Road in the said parish of Saint George shall not be less than forty-two feet at the north-eastern end thereof and thirty-eight feet at the south-western end thereof at its junction with the existing bridge :
- (2) Notwithstanding anything shown on the deposited Sections the span of the bridge by which the Widening No. 3 by this Act authorised shall be carried over Saint Mark's Road in the parish of Saint George shall not be less than thirty feet and the Company shall on or before the completion of such bridge increase the span of the existing bridge which now carries the Railway of the Company over the said Saint Mark's Road to thirty feet and on the completion thereof the sanitary authority shall pay to the Company the sum of two hundred and fifty pounds toward the cost incurred by the Company in increasing such span :
- (3) The diversion of the road leading from Saint Mark's Church to Frog's Marsh Bridge shown on the deposited Plans of the

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Widening No. 3 by this Act authorised shall not be less than thirty feet in width :

- (4) Notwithstanding anything in this Act contained it shall not be lawful for the Company to enter upon take use or otherwise interfere with either temporarily or permanently the land numbered on the deposited Plans of the additional lands 27 in the parish of Saint George except with the consent in writing of the sanitary authority :
- (5) If and when the Company acquire the land numbered on the deposited Plans of the additional lands 54 in the parish of Saint George they shall throw into the road called or known as Dean Lane so much of the said land numbered 54 as shall be necessary to make the said road at that point not less than thirty feet in width.

For the protection of the Bristol United Gas Light Company.

**26.** For the protection of the Bristol United Gaslight Company (in this section called "the Gas Company") the following provisions shall have effect (that is to say) :—

- (1) Every work which will in any way interfere with or affect any main or pipe of the Gas Company or any private service pipe of any person supplied with gas by the Gas Company shall be executed under the superintendence and to the reasonable satisfaction (so far as it may interfere with or affect any such main pipe or private service pipe) of the engineer to the Gas Company :
- (2) The engineer to the Gas Company shall if the Gas Company so think fit have the exclusive direction and management of and may at the reasonable cost in all things of the Company execute all such works as may be reasonably necessary for the removing raising sinking or otherwise altering the position of and restoring any mains or pipes of the Gas Company or of any private service pipe of any person supplied with gas by the Gas Company which it may be necessary to remove raise sink alter or restore by reason of the execution by the Company of any of the powers of this Act and for preventing any interruption to the supply of gas by the Gas Company :
- (3) All costs charges and expenses reasonably incurred by the Gas Company or their engineer under the provisions of this Act including the costs charges and expenses of and in relation to the superintendence necessarily required of any works of the Company under the provisions of this Act in that behalf shall be paid by the Company to the Gas Company on demand and in case of default may be recovered by the Gas Company in any court of competent jurisdiction :

(4) If any difference arise between the Company and the Gas Company touching this section or anything to be done or not to be done or any moneys to be paid thereunder such difference shall be determined by an engineer to be appointed (unless otherwise agreed on between the parties) on the application of either party by the President for the time being of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall extend and apply to the determination of such difference.

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**27.** For the protection of the Bristol Waterworks Company (in this section called "the Water Company") the following provisions shall have effect (that is to say):—

For the protection of the Bristol Waterworks Company.

(1) Every work which will in any way interfere with or affect any main or pipe of the Water Company or any private service pipe of any person supplied with water by the Water Company shall be executed in accordance with a plan and section (showing the nature of the work proposed) to be submitted to the Water Company for their approval not less than ten days previous to the commencement of such work and shall be executed under the superintendence and to the reasonable satisfaction (so far as it may interfere with or affect such main pipe or private service pipe) of the engineer to the Water Company :

(2) The engineer to the Water Company shall if the Water Company so think fit have the exclusive direction and management of and may at the reasonable cost in all things of the Company execute all such works as may be reasonably necessary for the removing raising sinking or otherwise altering the position of and restoring any mains or pipes of the Water Company or of any private service pipe of any person supplied with water by the Water Company which it may be necessary to remove raise sink alter or restore by reason of the execution by the Company of any of the powers of this Act and for preventing any interruption to the supply of water by the Water Company :

(3) All costs charges and expenses reasonably incurred by the Water Company or their engineer under the provisions of this Act including the costs charges and expenses of and in relation to the superintendence necessarily required of any works of the Company under the provisions of this Act in that behalf shall be paid by the Company to the Water Company on demand and in case of default may be recovered by the Water Company in any court of competent jurisdiction :

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(4) If any difference arise between the Company and the Water Company touching this section or anything to be done or not to be done or any moneys to be paid thereunder such difference shall be determined by an engineer to be appointed (unless otherwise agreed on between the parties) on the application of either party by the President for the time being of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall extend and apply to the determination of such difference.

Provisions for the protection of the Bristol Tramways Company Limited.

**28.** Notwithstanding anything delineated on the deposited Plans it shall not be lawful for the Company under the authority of this Act to enter upon take use or otherwise interfere with or to interrupt the traffic on any of the tramways rails or works of the Bristol Tramways Company Limited being on the properties numbered respectively on the said Plans 27A and 52 in the parish of Saint George and 2 in the parish of Saint Philip and Jacob without the previous consent in writing of that Company under their common seal except so far as may be necessary for the construction of the bridge carrying the Widening No. 3 authorised by this Act and the works in connexion therewith over the said properties No. 52 in the parish of Saint George and 2 in the parish of Saint Philip and Jacob and the Company shall compensate the said Tramways Company for all loss damages and expenses which may be sustained by them by reason of any such interference or interruption. Such compensation to be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845.

Period for completion of Railways.

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

Imposing Penalty unless Railways opened.

**30.** If the Company fail within the period limited by this Act to complete the Railways (other than the Widenings Nos. 1, 2, 3 and 4) the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted Railway or Railways is or are completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the uncompleted Railway or Railways:

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the Railway or Railways in reference to which the penalty has been incurred in

accordance with the provisions of the next following section of this Act or by the Solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 :

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Chancery Division of the High Court of Justice in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided :

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

**31.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the Railway or Railways in respect of which the penalty has been incurred or any portion thereof or who may 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 shall have 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 may seem fit :

Providing  
for applica-  
tion of  
Penalty.

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor to 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 said Chancery Division if the Company is insolvent and has been ordered to be wound up or a

A.D. 1883. receiver has been appointed shall wholly or in part be paid 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.

Land for  
Extra-  
ordinary  
Purposes.

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

Power to  
make Widen-  
ing of  
Bridge New  
Road Altera-  
tion of Road  
Footpaths  
&c.

**33.** Subject to the provisions of this Act the Company may in the lines and according to the levels shown upon the deposited Plans and Sections relating thereto make the Widening of Bridge and the new road and may make the new footpath and may stop up the portion of road and the footpath and portions of footpaths and exercise the other powers herein-after mentioned and may enter upon take and use such of the lands delineated on the deposited Plans thereof and described in the deposited Books of Reference relating thereto as may be required for those purposes (that is to say) :—

They may in the parish of Saint Thomas in the counties of Oxford and Berks widen extend and enlarge at the eastern side thereof the bridge which carries the Company's Railway over the River Isis near to and southward of the Company's station at Oxford :

They may stop up and discontinue—

(1) So much as lies within the boundaries of the Company's property of the footpath in the parish of Sonning in the county of Berks which crosses the Railway of the Company on the level about eleven chains eastward of the crossing of the River Kennet by that Railway And they may in lieu thereof make a new footpath commencing by a junction with the existing footpath about eleven yards northward of the said level crossing and terminating by a junction with the towing-path of the River Kennet on the north side of the said bridge :

(2) So much as lies between the boundaries of the Company's property of the road in the parish of Wheatley in the county of Oxford which crosses the Railway of the Company on the level at the western end of the platforms at the Wheatley Station on the said Railway And they may in lieu thereof make a new road commencing by a junction with the said existing road about one chain southward of the western end of the down platform at the said station and terminating by a junction with the public carriage road leading from Wheatley to Cuddesden about four chains southward of the point at which that road crosses over the Company's Railway, near to and westward of the Wheatley Station :

(3) So much as lies between the boundaries of the Company's property of the footpath in the parish of Saint John's Swansea in the county of Glamorgan which crosses the Swansea branch of the Company's Railway on the level about fifteen chains southward of the mile-post on the said Railway indicating two hundred and fifteen and a quarter miles from Paddington :

(4) So much as lies between the boundaries of the Company's property of the following footpaths in the township of Broughton in the parish of Wrexham in the county of Denbigh which cross the Moss Valley Branch Railway of the Company on the level (that is to say) :—

(a) The footpath which crosses the said Moss Valley Branch about thirty-two chains northward of the Gatewen Colliery :

(b) The footpath which crosses the said Branch about fifty-two chains northward of the said colliery :

(c) The footpath which crosses the said Branch about fifty-six chains northward of such colliery :

(5) The following footpath in the townships of Gwersylt and Broughton in the said parish of Wrexham (that is to say) :—

The footpath which crosses the said Moss Valley Branch Railway on the level about four chains southward of the Westminster Colliery :

Provided always that notwithstanding any other provision of this Act the Company shall in lieu of so much of the said footpath which crosses the said Moss Valley Branch Railway about fifty-two chains northward of the Gatewen Colliery as is by this Act authorised to be stopped up continue and carry the said footpath over the said Branch Railway by means of a footbridge with suitable approaches thereto and shall at all times allow such footbridge and approaches thereto to be freely used by the public and shall from time to time and at all times hereafter repair and maintain the same footbridge and approaches.

**34.** The Company may in constructing the Widening of Bridge the new road and new footpath and other works aforesaid deviate from the lines thereof to the extent of the limits of deviation marked on the deposited Plans and may deviate from the levels of the new road shown on the deposited Sections to any extent not exceeding five feet but not so as to increase the rate of inclination of that new road as shown on the said Sections.

Power to deviate.

**35.** Subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the

As to Vesting of Site and Soil of

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Portions of  
Roads &c.  
stopped up.

Railway the site and soil of the portions of roads and footpaths stopped up and discontinued under the authority of this Act and the fee simple and inheritance thereof shall (except where by this Act otherwise provided) if the Company are or if and when under the powers of this Act they become the owners of the lands on both sides thereof be wholly and absolutely vested in the Company and they may appropriate the same to the purposes of their undertaking.

Extinguish-  
ment of  
Rights of  
Way.

**36.** All rights of way over or along the roads footpaths or other highways or portions thereof which shall under the provisions of this Act be stopped up and all rights of way over any of the lands which shall under the compulsory powers of this Act be purchased or acquired shall be and the same are hereby extinguished.

Power to  
Company  
to acquire  
Additional  
Lands for  
General  
Purposes.

**37.** Subject to the provisions of this Act and in addition to the other lands which they are by this Act authorised to acquire the Company may from time to time enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation all or any of the lands following delineated on the deposited Plans and described in the deposited Books of Reference respectively relating thereto (that is to say):

Certain lands in the parish of Upton-cum-Chalvey in the county of Bucks on the northern side of the Company's Railway and adjacent thereto and extending for a distance of about ten chains eastward and ten chains westward of the mile-post on the said Railway indicating eighteen and a quarter miles from Paddington:

Certain lands in the parish of Eton in the county of Bucks on the eastern side of the Company's Windsor Branch Railway and adjoining thereto and extending for a distance of about sixteen chains northward and nineteen chains southward of the mile-post on that Railway indicating nineteen and three-quarter miles from Paddington Provided always that the Company shall not under the powers of this Act take more of the common commonable or Lammas lands known as the Square Close in the parish of Eton than four and a half acres:

Certain lands in the parish of Taplow in the county of Bucks on the northern side of and adjacent to the Railway of the Company and extending for a distance of about twenty-nine chains eastward of the eastern end of the bridge which carries the Railway of the Company over the River Thames near Maidenhead:

Certain lands in the parish of Horfield in the county of Gloucester on each side of the Company's Bristol and South Wales Union



Railway and adjacent thereto and extending for a distance of about twelve chains southwards and about fifty-two chains northwards of the crossing of Lock Leaze Lane by the said Railway :

Certain lands in the parish of Saint George in the county of Gloucester on the eastern side of the Company's Bristol and South Wales Union Railway and adjacent thereto and extending for a distance of about twenty-one chains southward of the bridge which carries the Railway of the Midland Railway Company over the said Bristol and South Wales Union Railway near Lawrence Hill Station :

Certain lands in the parishes of Filton and Stoke Gifford in the county of Gloucester on each side of the Company's Bristol and South Wales Union Railway and adjacent thereto and extending for a distance of about fifty-three chains southward of the crossing of Gipsy Patch Lane by the said Railway :

Certain lands in the parishes of Norton Fitzwarren and Bishops Hull in the county of Somerset on each side of the Company's Railway and adjacent thereto and extending for a distance of about twenty-seven chains eastward of the western end of the platforms at the Norton Junction Station :

Certain lands in the parish of Saint Woollos in the county of Monmouth on the eastern side of the Company's Eastern Valleys Railway and adjacent thereto and extending for a distance of about six chains measured in a northerly direction from the north end of the station building at Mill Street Station :

Certain lands in the parish of Aberistruth in the county of Monmouth on the southern side of the Ebbw Vale of the Company's Western Valleys Railway and adjacent thereto and extending from the bridge carrying the said branch Railway over the River Ebbw Vach at Aberbeeg Station for a distance of thirty yards in a westerly direction :

Certain other lands in the said parish of Aberistruth on the western side of the said Ebbw Vale branch of the Company's Railway and adjacent thereto and extending from the public road level crossing on the said branch about twenty-one chains westward of Aberbeeg to the southern end of Cwm Station on the said branch Railway :

Certain lands in the parish of Llandaff in the county of Glamorgan on the northern side of the Company's South Wales Railway and adjacent thereto and extending for a distance of about twenty-three chains eastward and about four chains westward of the mile-post on the said Railway indicating one hundred and seventy-one miles from Paddington.

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Power to  
Company  
and London  
and North-  
western  
Railway  
Company  
to make  
New Road  
&c.

**38.** Subject to the provisions of this Act the Company and the London and North-western Railway Company may make the new road and exercise the other powers herein-after mentioned and may enter upon take and use such of the lands delineated on the deposited Plans and described in the deposited Books of Reference relating thereto as may be required for the purpose (that is to say) :

They may stop up and discontinue so much of the road in the parish of Saint Giles in the county of Oxford which crosses the Railway of the Company and also the Railway of the London and North-western Railway Company on the level about six chains northward of the mile-post on the Company's Railway indicating sixty-four miles from Paddington as lies between a point about four chains eastward of the gate at the eastern end of the crossing of the London and North-western Railway Company's Railway and a point about one chain westward of the gate at the western end of the crossing of the Company's Railway And they may in lieu thereof make a new road over the said Railways at or near the site of the said level crossings such road commencing by a junction with the existing road about four chains eastward of the said gate at the eastern end of the level crossing of the London and North-western Railway Company's Railway and terminating by a junction with such road about one chain westward of the said gate at the western end of the level crossing of the Company's Railway.

Road &c.  
not to be  
stopped up  
till New  
Road &c.  
opened.

**39.** No road or footpath or portion of road or footpath which is by this Act authorised to be stopped up shall be so stopped up unless and until the new road or footpath or other work (if any) which is by this Act authorised to be substituted therefor is completed and opened to the public.

Provision as  
to Repair of  
New Roads  
&c.

**40.** The new roads and footpath to be made under the authority of this Act (except the stone iron or other structure carrying the same over any railway which structure shall be repaired and maintained by and at the expense of the Company or Companies owning such railway) shall when made and completed respectively from time to time be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as the roads and footpath for which the same are respectively substituted are now repaired or maintained :

If any question shall arise between any such Company and any of such parties as to the due completion of any new road or footpath such question shall from time to time be determined by two justices on the application of either of the parties in difference and after not less than seven days notice to both parties of the sitting of such

justices for the purpose and the certificate of such justices of the due completion of such new road or footpath shall be conclusive evidence of the fact so certified.

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41. The Company or the Company and the London and North-western Railway Company as the case may be may enter into and carry into effect agreements with the parties having the charge management or control of such roads footpath or other highways or any of them portions whereof shall under the provisions of this Act be stopped up with reference to the construction or contribution towards the cost of any new road footpath or highway to be substituted therefor and with reference to any other matters relating thereto and if so agreed the Company or the Company and the London and North-western Railway Company as the case may be may delegate to such parties as aforesaid the power of constructing any such new road footpath or highway in which they may be interested.

Power to make Agreements as to Construction or Contribution towards cost of New Roads &c.

42. Subject to the provisions of this Act the Company and the Midland Railway Company or either of them may for the purposes of the said Companies or either of them and for the purposes of their Clifton Extension Railway and for providing increased accommodation connected therewith enter upon take and use such of the lands houses and buildings following delineated on the deposited Plans and described in the deposited Books of Reference relating thereto as may be required for the purposes aforesaid (that is to say) :—

Company and Midland Railway Company may acquire Additional Lands.

Certain lands in the parish of Stapleton in the county of Gloucester and the out parish of Saint Philip and Jacob in the city and county of Bristol on each side of the Railway of the Company which connects the Clifton Extension Railway with the Bristol and South Wales Union Railway and adjacent thereto and lying between Mina Lane and the said Bristol and South Wales Union Railway :

Certain lands in the parish of Saint James and Saint Paul united in the city and county of Bristol on the southern side of the Clifton Extension Railway and adjacent thereto and extending for a distance of about six chains eastward and about three chains westward of Ashley Hill Road :

Certain lands in the said parish and county on the southern side of Montpellier Station on the said Clifton Extension Railway and lying between the said station and Saint Andrew's Road :

Certain lands in the parish of Westbury-on-Trym in the city and county of Bristol on each side of the Clifton Extension Railway and partly adjacent thereto and also on each side of Kingsley Road :

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Certain lands in the said parish and county on the northern side of the said Clifton Extension Railway and adjacent thereto and also adjoining the western side of Cheltenham Road :

Certain lands in the said parish and county on the southern side of the said Clifton Extension Railway and adjacent thereto and extending for a distance of about forty-four yards on the western and ten yards on the eastern side of Eastfield Road measured along the said road from the said Railway :

Certain lands in the said parish and county on the northern side of the Clifton Extension Railway and partly adjacent thereto on each side of the Avenue Road :

Certain lands in the said parish and county on each side of the said Clifton Extension Railway and adjacent thereto the lands on the south side extending for a distance of about six chains westward of the western side of Redland Road and on the north side lying between Redland Road and Avenue Road :

Certain lands in the said parish and county on each side of the said Clifton Extension Railway and adjacent thereto and lying between Hampton Park and White Ladies Road :

Certain lands in the said parish and county on each side of the Clifton Extension Railway and adjacent thereto and lying between Hampton Park and Hampton Road :

Certain lands in the parish of Clifton in the city and county of Bristol partly over the tunnel on the said Clifton Extension Railway and partly adjacent thereto and extending for a distance of about five and a half chains along the south-western side of Duchess Road about one chain and three-quarters along the south-eastern side of Beaufort Road and about two and a half chains along the north-western side of the said last-mentioned road :

Certain lands in the said parish and county partly over the tunnel on the said Clifton Extension Railway and partly adjacent thereto and lying on each side of Pembroke Road :

And also certain other lands in the said parish and county adjacent to some of the last-mentioned lands and lying between the Downfield Road and Apsley Road :

Power to  
Owners to  
grant Easements.

**43.** Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may 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 or under the powers of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges as 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. A.D. 1883.

44. And whereas the Company in exercising the powers of this Act may find that portions only of the lands buildings or manufactories shown on the deposited Plans will be sufficient for the purposes of the Company and that such portions may be severed from the remainder of the said properties without material detriment thereto : Owners may be required to sell parts only of certain Lands and Buildings.

Therefore notwithstanding section ninety-two of the Lands Clauses Consolidation Act 1845 the owners of and persons interested in the lands buildings or manufactories described in the Third Schedule to this Act and whereof parts only are required for the purposes of the Company may (if such portions can in the judgment of the jury arbitrator or other authority assessing or determining the compensation under that Act be severed from the remainder of the said properties without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

45. The Company or Companies exercising the powers of this Act shall not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers make known their intention to take the same by placards handbills or other general notice placed in public view upon or within a reasonable distance from such houses And such Company or Companies shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that such Company or Companies have so made known their intention. Notice to be given of taking Houses of Labouring Classes.

46. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any such house or part of any such house as mentioned in the last preceding enactment the Company or Companies exercising the powers of this Act shall (unless they and such person otherwise agree) procure sufficient accommodation elsewhere for such person Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice And such Company or Companies may for the purpose of providing such accommodation appropriate any lands for the time being belonging. Accommodation to be procured for Persons of the Labouring Classes displaced.

A.D. 1883. to them respectively or which they respectively have power to acquire and for that purpose may purchase lands by agreement and may on any such lands erect labouring-class dwellings and may let or otherwise dispose of such lands and premises and may apply to the purposes of this section or any of them any moneys they respectively may have already raised or are authorised to raise and which moneys if made applicable to any special purpose are not required for that purpose.

Period for  
Compulsory  
Purchase of  
Lands.

47. Except as herein-after provided the powers of this Act for the compulsory purchase of lands shall not be exercised after the expiration of three years from the passing of this Act.

Provision  
with respect  
to certain  
superfluous  
Lands of the  
Company.

48. And whereas the Company have from time to time purchased or acquired lands adjoining or near to their Railway or a station belonging solely or jointly to the Company but which lands are not immediately required for the purposes of their undertaking and it is expedient that the Company should be relieved from the obligation under certain circumstances to sell the same as superfluous lands :

Therefore nothing in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company with which that Act is incorporated with respect to the sale of superfluous lands shall until the expiration of ten years from the passing of this Act be held to apply to any lands and the appurtenances thereto acquired by the Company in the parishes or places enumerated in the First Schedule to this Act any part of which lands adjoins the Company's Railway or any station belonging solely or jointly to the Company and which may either be required for the purpose of widening the line or making sidings in connexion with the said Railway or is situate within one mile of any station belonging solely or jointly to the Company. And the Company may during the same period of ten years from the passing of this Act continue to hold such lands and appurtenances although not immediately required for the purposes of their undertaking. But the Company shall at the expiration of such period of ten years sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking as superfluous lands.

Provision  
with respect  
to super-  
fluous Lands  
of the Com-  
pany and the  
London and

49. And whereas the Company and the London and North-western Railway Company have from time to time purchased or acquired lands with or without buildings thereon in connexion with or for the purposes of the Shrewsbury and Welshpool Railway but which lands are not immediately required for the purposes thereof

and it is expedient that the two companies should be relieved from the obligation under certain circumstances to sell the same as superfluous lands: A.D. 1883.

North-  
western  
Railway  
Company.

Therefore nothing in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company or to the London and North-western Railway Company or to the Shrewsbury and Welshpool Railway with which that Act is incorporated with respect to the sale of superfluous lands shall until the expiration of ten years from the passing of this Act be held to apply to any lands with or without any building thereon and the appurtenances thereto acquired by the Company and by the London and North-western Railway Company or either of them in the parishes enumerated in the Second Schedule to this Act any part of which adjoins the Shrewsbury and Welshpool Railway or may be required for the purposes of widening the said Railway or making sidings or other works in connexion therewith or is situate within one mile of any station on the said Railway. And the Company and the London and North-western Railway Company may during the same period of ten years from the passing of this Act continue to hold such lands buildings and appurtenances although not immediately required for the purposes aforesaid. But the said Companies shall at the expiration of such period of ten years sell and dispose of all parts of such lands which shall not then have been applied to and are not then required for the purposes of the said Railways respectively as superfluous lands.

**50.** Section thirty-eight of the Great Western Railway (No. 1) Act 1882 (For better prevention of trespass on Company's premises) shall extend and apply to the Railways and stations of and belonging respectively to the Company and the London and North-western Railway Company the Company and the Midland Railway Company the Company and the Rhymney Railway Company the Company and the Metropolitan Railway Company or the Company and the Taff Vale Railway Company respectively and also to any railways and stations leased to or worked or used by the Company as fully and effectually in all respects as if those respective railways and stations and those several companies had been expressly mentioned or referred to as the railways stations and companies to which and to whom the provisions of that section were intended to apply. Provided that all notices required by that section to be exhibited may instead of being painted on boards or printed on paper and pasted on boards be printed painted or enamelled on enamelled or other iron or on any other material that the Company or the Company and the said several other companies or any such committee (as the case may be) may respectively select.

Further  
Provisions  
for preven-  
tion of Tres-  
pass.

A.D. 1883.

Undertaking of Stratford-upon-Avon Railway Company amalgamated with Undertaking of Company.

Stratford Company to pay Debts and Liabilities on Revenue Accounts up to Date of Amalgamation.

Company may Borrow in lieu of Stratford Company.

As to Mortgages and Debts of the Stratford Company.

Holders of Debenture Stock in Stratford Company to become holders of

**51.** As on and from the first day of July one thousand eight hundred and eighty-three the Stratford-upon-Avon Railway Company (herein-after in this Act referred to as "the Stratford Company") is hereby dissolved except for the purpose of winding up its affairs and the undertaking of the Stratford Company is hereby as from that date amalgamated with the undertaking of the Company.

**52.** The Stratford Company shall up to the time of the amalgamation bear pay and satisfy all their engagements and liabilities fairly and properly chargeable against revenue.

**53.** On and after the time of amalgamation the mortgage debt and other capital liabilities of the Stratford Company shall become part of the mortgage debt and liabilities of the Company and the powers of the Company for borrowing and re-borrowing on mortgage and as to the issue of debenture stock may from time to time be exercised so as to include the borrowing and re-borrowing as part of their general debenture debt of any moneys which the Stratford Company were immediately before the time of amalgamation authorised to borrow and the Company may from time to time redeem the same or any part thereof by the creation and issue of debenture stock of the Company.

**54.** On and after the time of amalgamation the debts and liabilities of the Stratford Company secured on mortgage or bond or owing as a capital liability which at the time of amalgamation shall be subsisting shall become and be a charge upon the undertaking of the Company but subject and without prejudice to the right of the several holders of such mortgages or bonds or capital liabilities to priority of charge upon the particular undertaking upon which at the time of amalgamation they shall be severally a charge and to all the rights privileges and remedies belonging or incidental to such mortgages or bonds or liabilities. Provided that all mortgages or bonds issued after the time of amalgamation under any Act passed before or during the present session of Parliament and conferring powers on the Stratford Company to raise money by mortgage or bond shall be issued by and in the name of the Company and shall be a charge upon the amalgamated undertaking without any priority inter se on account of the dates of such mortgages or bonds or otherwise.

**55.** On and after the time of amalgamation every holder of debenture stock in the Stratford Company shall in lieu of and in exchange for the said stock become and be the holder of the like amount of debenture stock in the Company and bearing the same rate of interest as the stock for which it shall have been exchanged



any difference in the periods to which the interest on such stock is calculated being adjusted on such exchange.

A.D. 1883.

**56.** On and after the time of amalgamation the holders of shares or stocks in the Stratford Company shall in lieu of and in exchange for such shares or stocks in that Company held by them respectively become and be holders respectively of the following stocks of the Company to the extent and in the proportions after mentioned (that is to say):

Debenture  
Stock in  
Company.  
Conversion  
of Stratford  
Company's  
ordinary  
Share  
Capital.

For every one hundred pounds of Stratford five pounds per centum preference stocks or shares fully paid up one hundred pounds of Great Western Five pounds per Centum Consolidated Preference Stock and a proportionate amount of such Consolidated Preference Stock for any sum less than one hundred pounds so paid up:

For every one hundred pounds paid in respect of such ordinary shares or stock in the Stratford Company one hundred and thirty-five pounds of Great Western Consolidated Ordinary Stock and a proportionate amount of that Stock for every amount paid in respect of such shares or stock less than one hundred pounds.

**57.** On and after the time of amalgamation the capital of the Company shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of this Act Provided always that any additions to the Great Western Railway Company's Debenture Stock and the Great Western Railway Company's Consolidated Preference Stock and the Great Western Railway Company's Consolidated Ordinary Stock respectively made under the authority or for the purposes of this Act shall be deemed to be part of and shall rank *pari passu* with the other like stocks of the Company.

As to the  
Capital of  
the Stratford  
Company.

**58.** On and after the time of amalgamation every proprietor of shares or stocks in the Stratford Company (including debenture stock) shall upon the delivery of the certificates for the same to the Company be entitled to receive and shall receive in the stead thereof certificates of the stock of the Company to which such proprietor is entitled under the provisions of this Act and the certificates with respect to the Stratford Company's capital shall upon such exchange be cancelled.

Certificates  
of Shares  
&c. to be  
exchanged.

**59.** If the certificate for any shares or stocks in the Stratford Company be lost or destroyed then upon proof thereof to the satisfaction of the directors of the Company they shall deliver to the person entitled to such certificate a certificate for stock to which he

Provisions  
as to lost  
Certificates.

A.D. 1883. would be entitled under this Act as if such first-mentioned certificate had not been lost or destroyed.

Substituted Stock to be held on same Trusts as the Stock for which it is substituted.

**60.** All stock issued to holders of shares or stocks in the Stratford Company under the powers of this Act shall be held subject to the same trusts and obligations as those upon or to which the shares or stocks in the Stratford Company in respect of which such stock is substituted were immediately before the passing of this Act held or subject and so as to give effect to and not revoke any will or other instrument disposing of or affecting any such shares or stock in the Stratford Company's capital and every testamentary disposition affecting such shares or stocks shall be held to apply to the stock or a proportionate part of the stock so substituted therefor.

Adjustment of Dates for calculating Dividends.

**61.** Any difference arising upon the amalgamation in consequence of the dates to which the interest or dividends on any stock of the Company or on any stock or shares of the Stratford Company have heretofore been calculated shall be adjusted and notwithstanding anything in any Act or Acts contained the dividends on all the stocks and shares of the Company other than debenture stocks shall after the amalgamation be calculated to the thirtieth day of June and the thirty-first day of December in each year or to such other date or dates as the Company shall from time to time fix and appoint.

As to Revenue Debts and Liabilities of Stratford Company.

**62.** As between the Company and the Stratford Company the Stratford Company shall discharge all their revenue debts and liabilities and out of the balance standing to the credit of their revenue account they shall hand over to the Company the amount of any unclaimed dividends and they shall also make provision to the satisfaction of the Company for the discharge of all their other revenue debts and liabilities and subject to the above any revenue balance which may remain shall belong to the Stratford Company to be disposed of by them as they may think fit.

Vesting in Company of Undertaking of Watlington and Princes Risborough Railway Company.

**63.** The Agreement between the Watlington and Princes Risborough Railway Company (herein-after called "the Watlington Company") and the Company for the vesting in the Company of the undertaking of the Watlington Company set forth in the Fourth Schedule to this Act is hereby confirmed and made binding upon the parties thereto and may and shall be carried into effect:

As from the first day of July one thousand eight hundred and eighty-three (which day is herein-after referred to as the vesting period) the undertaking of the Watlington Company as defined in the said agreement shall be transferred to and vested in the Company:

The Watlington Company shall thereupon be dissolved except for the purpose of winding up their affairs as provided by this Act and of otherwise carrying into effect the provisions of this Act: A.D. 1883.

Provided always that at the vesting period all the unexercised powers of the Watlington Company of raising capital by the creation and issue of shares and of raising money by mortgages and debenture stock shall be and the same are hereby extinguished:

The vesting shall be deemed to be an amalgamation of the undertaking of the Watlington Company with the undertaking of the Company according to the true intent and meaning of Part V. (relating to Amalgamation) of the Railways Clauses Act 1863:

The transfer and vesting shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth and such deed shall be duly stamped with the proper ad valorem stamp duty:

The Company shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within three months from the vesting period and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the vesting period to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

64. The Company may from time to time apply any moneys raised by them from time to time and which are not by any Act relating to them made applicable to any special purpose or which being so made applicable are not required for the special purpose to the carrying the vesting into effect to defraying such of the liabilities of the Watlington Company as are not to be defrayed by that Company to completing any portion of the undertaking of that Company which may not at the time of the vesting be completed and to putting the undertaking of the Watlington Company into efficient repair and condition. Power to Company to apply Surplus Funds and create Stock for purposes of Vesting of Watlington Company's Undertaking.

65. From and after the payment of the consideration the Company shall hold the undertaking of the Watlington Company freed and discharged from all debts and liabilities of that Company and thereupon the Watlington Company shall be wound up either compulsorily or under the supervision of the Court as the Court may direct in the same manner and with the same incidents as if the Watlington Company were a Company registered under the Companies Acts 1862 to 1880 and shall from and after the passing of this Act be deemed to be so registered accordingly and for the purposes of calling and holding meetings and passing resolutions and other matters incident to such winding up the provisions contained in the said Watlington Company's Acts of Parliament and the Acts Watlington Company to be wound up.

A.D. 1883. incorporated therewith may and shall take effect as resolutions of a Company duly registered :

Any sum payable by the Company and any bonds or obligations to be given by the Company under this Act or the said agreement to the Watlington Company shall be held by the persons to whom the same shall be respectively paid and issued as provided in the said agreement in trust for the liquidator appointed in the winding up.

Watlington Shareholders not to be Shareholders of Company.

**66.** Upon the vesting taking effect then notwithstanding anything contained in section fifty-five of the Railways Clauses Act 1863 the stockholders and shareholders of the Watlington Company shall not be stockholders or shareholders of the Company or have any right or claim whatsoever upon or against the Company or the transferred undertaking but the purchase money of one thousand five hundred pounds to be paid by the Company and the bonds to be granted by them shall be received and applied by the Watlington Company for the benefit of the said holders of stocks and shares according to their respective estates interests and priorities after paying satisfying and discharging all the debts and liabilities to be paid and discharged by the Watlington Company.

Providing for return of Deposit made in respect of Bristol and North Somerset Railway.

**67.** Subject to the provisions of section fifty of the Bristol and North Somerset Railway Act 1873 with respect to compensation to landowners or other persons as therein provided the Chancery Division of the High Court of Justice at any time after the passing of this Act on the application of the person or persons or the majority of the persons named in the warrant or order mentioned in section forty-nine of the said Act or the survivor of them or the executors or administrators of such survivor by petition in a summary way may and shall order that the sum of one thousand nine hundred and twenty-eight pounds deposited as mentioned in the said section forty-nine and the interest or dividends (if any) on that sum shall be paid to the person or persons so applying or to any other person or persons whom he or they may appoint in that behalf and on such order being made the said sum and the interest or dividends thereon shall be paid to such person or persons accordingly.

Power to Company to contribute to Undertakings of other Companies.

**68.** The Company with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may in their own name from time to time subscribe for and take shares in or by lending money on mortgage or subscribing for or taking debenture stock contribute funds towards the undertakings of the two under-mentioned Companies respectively to any amount not

exceeding the sums herein-after specified in connexion with those Companies respectively beyond that (if any) which they are already authorised to contribute (that is to say):

A.D. 1883.

The Staines and West Drayton Railway Com-  
pany - - - - - £50,000

The Bridport Railway Company - - - - - 13,000

Provided always that the Company shall not sell transfer or dispose of any shares mortgages debenture stock or other securities so held by them:

The Company shall in respect of any shares in either of the said two Companies held by them in virtue of any such subscription have all the powers rights and privileges (except in regard to voting at general meetings which shall be as herein-after provided) and be subject to all the obligations and liabilities of proprietors of shares in that Company:

The Company when they have become shareholders in either of the said two Companies may by writing under their common seal from time to time appoint some person to attend any meeting of that Company and such person shall have all the privileges and powers attaching to other shareholders at such meetings and shall be entitled to one vote in respect of every fifty pounds of the capital held by the Company in that Company:

Every such appointment by the Company of any person to vote on their behalf shall be delivered to the respective Company and kept with their records and shall be at all reasonable times open to the inspection and transcription of all parties interested and every such instrument shall as between the Company and the respective Company as aforesaid be sufficient evidence of the facts therein stated:

The Company on the one hand and each of the said two Companies on the other hand may make and carry into effect agreements with respect to any of the matters aforesaid in which they are jointly interested.

**69.** The Company may under and subject to such terms and conditions as they may think fit contribute not exceeding the sum of five thousand pounds for and towards the construction and completion of certain sewage works at Plymouth affecting their Railways and Docks there: And they may make such contribution by payment or advance to the town council of the borough of Plymouth at such times and in such instalments or otherwise as may be agreed upon between them:

Power to  
Company to  
contribute  
towards cost  
of certain  
Public  
Works at  
Plymouth.

The Company may make and carry into effect agreements with the town council with respect to all or any of the matters aforesaid.

A.D. 1883.

Agreements  
set forth in  
Schedules  
confirmed.

70. The several Agreements herein-after mentioned and respectively set forth in the Fifth Sixth Seventh Eighth Ninth and Tenth Schedules to this Act are hereby respectively confirmed and made binding upon the parties thereto and may and shall be carried into effect Provided always that every such Agreement shall be subject to revision by the Railway Commissioners in manner provided by section 27 of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873 :—

(Staines and  
West Dray-  
ton Railway  
Company.)

(1) An Agreement between the Staines and West Drayton Railway Company of the one part and the Company of the other part for the working and maintenance use and management of the undertaking of the last-named Company or any part or parts thereof by the Company and for other purposes :

(Bridport  
Railway  
Company.)

(2) Two Agreements between the Bridport Railway Company of the one part and the Company of the other part in reference to the construction of a Branch Railway to the Bridport Harbour and to a subscription by the Great Western Railway Company towards the Bridport Railway Company and for a new Working Agreement between the two Companies and for other purposes :

(Princetown  
Railway  
Company.)

(3) An Agreement between the Princetown Railway Company of the one part and the Company of the other part for the working and maintenance use and management of the undertaking of the last-named Company or any part or parts thereof by the Company and for other purposes :

(Whitland  
and Cardigan  
Railway  
Company.)

(4) An Agreement between the Whitland and Cardigan Railway Company of the one part and the Company of the other part for the working and maintenance use and management of the undertaking of the last-named Company or any part or parts thereof by the Company and for other purposes :

(Llangollen  
and Corwen  
Railway  
Company.)

(5) An Agreement between the Company of the one part and the Llangollen and Corwen Railway Company of the other part for the working and maintenance use and management of the undertaking of the last-named Company or any part or parts thereof by the Company and for other purposes :

(Bristol and  
Portishead  
Pier and  
Railway  
Company.)

(6) An Agreement between the Company of the first part James Ford George Roche Woodward and Lewis Fry of the second part and the Bristol and Portishead Pier and Railway Company of the third part for and with respect to certain advances which have been made by the Company to the said Bristol and Portishead Pier and Railway Company and for other purposes.

Saving for  
rights of the

71. Nothing in this Act shall affect any rights to which the Postmaster General is entitled under any agreement made with the

Bristol and Portishead Pier and Railway Company and the Whitland and Cardigan Railway Company or either of them and the Company shall if they enter into the Agreements scheduled to and confirmed by this Act with reference to the said Bristol and Portishead Pier and Railway Company and the Whitland and Cardigan Railway Company or either of them be bound by all the provisions of any such Agreements with the Postmaster General and the Postmaster General shall unless otherwise agreed be entitled to enforce such Agreements against the Company.

A.D. 1883.  
Postmaster  
General.

**72.** Subsection (a) of section 60 of the Great Western Railway (No. 1) Act 1882 is hereby amended and shall be read and have effect as follows:—

Further  
Provisions  
respecting  
Superannua-  
tion Funds  
of Company.

(a) The return to any member of the said fund either before or after such member has been in the receipt of a superannuation allowance or in case of death to his relatives or representatives of the whole or of such portion as the committee in their discretion may from time to time think proper of the sums contributed by such member to the said fund and by the company on his behalf:

And with respect to any alteration which may have been or which may from time to time be made of the rules and regulations of the said fund as provided for by section 60 aforesaid so far as respects subsection (a) of that section or as above amended any such alteration shall only take effect from the date thereof unless such alteration has been made prior to the passing of this Act or shall be made on or before the thirty-first day of December one thousand eight hundred and eighty-three:

The provisions of this section and of section 60 of the Great Western Railway (No. 1) Act 1882 shall be ancillary to and not in derogation of any power or powers possessed by the committee previous to the passing of the last-mentioned Act.

**73.** The Company from time to time by the order of any general meeting of the Company may create and issue new shares or stock for such additional capital as they shall think necessary not exceeding seven hundred and fifty thousand pounds exclusive of the other capital and other moneys which they are or may be authorised to create and issue by this Act or by any other Act or Acts of Parliament and the Company may create and issue such new shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

Power to  
Company  
to raise  
Additional  
Capital.

**74.** Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may from time to time in issuing any portion of the additional capital by this Act authorised

As to dis-  
posal by  
Company of  
New Shares  
or Stock.

A.D. 1883.

dispose of all or any of the shares or stock representing the same at such times to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company.

Power to Company to cancel unissued Shares or Stock.

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

Shares not to be issued by Company until One-fifth part thereof paid.

**76.** The Company shall not issue any share nor shall any share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Except as otherwise provided New Shares or Stock to be subject to the same Incidents as other Shares or Stock of Company.

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

The capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on New Shares or Stock of Company.

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

Restriction as to Votes in respect of Preferential Shares or Stock of Company.

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

New Shares or Stock of Company raised under

**80.** Subject to the provisions of any Act already passed by which the Company are authorised to create new shares or stock not already issued and to the provisions of this Act and any other



Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to create and issue capital by new shares or stock the Company may if they think fit create and issue new shares or stock of one and the same class for all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to create and issue by the creation and issue of new shares or stock.

A.D. 1883.  
this Act and  
any other  
Act of pre-  
sent Session  
may be of  
same Class.

**81.** The Company may in respect of the additional capital of seven hundred and fifty thousand pounds which they are by this Act authorised to create and issue from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole two hundred and fifty thousand pounds but no part thereof shall be borrowed until shares for so much of the said capital as is to be created by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of that capital have been issued and accepted and that one half of that capital has been paid up and that not less than one-fifth part of the amount of each separate share in that capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said additional capital as is to be created by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up *bonâ fide* and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same And upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Power to  
Company to  
borrow.

**82.** The Company may subject to the provisions of Part III. of the Companies Clauses Act 1863 create and issue debenture stock But notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Company  
may issue  
Debenture  
Stock.

A.D. 1883.

As to fractional Parts of a Pound of Stock.

**83.** Notwithstanding anything in this Act contained no person or corporation shall become entitled under this Act to any fractional part of a pound of stock of any denomination (including debenture stock) in the capital of the Company but in every case in which any such person or corporation would but for this enactment have become entitled to a fractional part of a pound of any such stock the Company may at their option receive from such person or corporation such a further sum in cash as will make up an even pound or pay to such person or corporation in cash the amount of such fractional part And the Company shall not be bound at any time or under any circumstances to register in their books any person or corporation as the holder or holders of a fractional part of a pound of any stock.

Application of Moneys raised by Company.

**84.** All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall unless otherwise provided by this Act be applied only to the purposes of this Act and subject thereto to the general purposes of the undertaking of the Company being in every case purposes to which capital is properly applicable.

Power to Company to apply Surplus Moneys to purposes of this Act.

**85.** The Company may from time to time apply to all or any of the purposes of this Act to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose or which being so made applicable are not required for the special purpose And the Company may from time to time for the general purposes of their undertaking and for the more efficient working of their traffic issue any shares or stocks which under the authority of any Act passed prior to the present session of Parliament the Company may have created or may hereafter create but which are not or may not be required for the special purposes for which such shares or stocks respectively were authorised to be created Provided that all money raised by the issue of such shares or stocks shall be applied only to purposes to which capital is properly applicable.

Mortgages already granted to have Priority.

**86.** All mortgages or bonds granted before the passing of this Act by the Company or by or in the name of any Company whose undertaking is under the powers of this Act or of any prior Act of Parliament purchased by the Company or amalgamated with or vested in the undertaking of the Company shall during the continuance of such mortgages or bonds and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over all mortgages granted after the passing of this Act by the Company But nothing in this section

contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

A.D. 1883.

**87.** The London and North-western Railway Company and the Midland Railway Company respectively may from time to time apply to the purposes of this Act which may be carried into effect by them respectively any moneys from time to time raised by them respectively and which are not by any Act relating to them made applicable to any special purpose or which being so made applicable are not required for the special purpose.

Power to London and North-western and Midland Companies to apply Corporate Funds to purposes of Act.

**88.** Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors.

Saving Rights of Crown in the Fore-shore.

**89.** Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections twenty-one and twenty-two of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty Her heirs or successors.

Saving Rights of Crown under Crown Lands Act.

**90.** The Company shall not out of any money by this Act authorised to be raised by them 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.

Interest not to be paid on Calls paid up.

**91.** 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 of any application to Parliament for the purpose of obtaining an Act authorising them to construct any other railway or to execute any other work or undertaking.

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

A.D. 1883.  
Provision as  
to General  
Railway  
Acts.

**92.** Nothing in this Act contained shall exempt the Company or their Railways or the London and North-western Railway Company or their Railways or the Midland Railway Company or their Railways from the provisions of any general Act relating to railways or 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 or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Costs of Act.

**93.** 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.

**SCHEDULES** referred to in the foregoing Act.

A.D. 1883.

**FIRST SCHEDULE.**

**BERKSHIRE—**

Hungerford

**WILTSHIRE—**

Hungerford

Froxfield

Wootton Rivers

Milton Lilborne

Pewsey

Manningford Abbots

Manningford Bruce

Beeching-Stoke

**WILTSHIRE—continued**

Patney

Urchfont

Fullaway

All Cannings

Bishops Cannings

St. John Baptist Devizes

**GLOUCESTERSHIRE—**

St. Mary Redcliff

**MONMOUTHSHIRE—**

Llangattock-juxta-Caerleon

**SECOND SCHEDULE.**

**SHROPSHIRE—**

Meole Brace

Saint Chad Shrewsbury

Saint Julian Shrewsbury

Westbury

Alberbury

**SHROPSHIRE—continued**

Great Hanwood

**MONTGOMERYSHIRE—**

Buttington

Alberbury

**THIRD SCHEDULE.**

DESCRIBING LANDS BUILDINGS and MANUFACTORIES whereof Portions only are required to be taken by the Company.

Parish.	Number on Deposited Plans.
<b>RAILWAY No. 1.</b>	
Pangbourne - - - - -	23 24 37.
Goring - - - - -	17 18 19 80.
East Hagbourne - - - - -	35 36 37.

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Parish.	Number on Deposited Plans.
RAILWAY No. 3.	
Saint Philip and Jacob Bristol - - -	42.
RAILWAY No. 4.	
Almondsbury - - - - -	55.
RAILWAY No. 5.	
Saint Philip and Jacob Bristol - - -	11.
ADDITIONAL LANDS.	
Upton - - - - -	4 5 6 7 8.
Taplow - - - - -	2 4.
Saint George (Sheet 44 of Plan) - - -	30 31 33 34.

**FOURTH SCHEDULE.**

AN AGREEMENT made the Twenty-ninth day of June One thousand eight hundred and eighty-three between The Watlington and Princes Risborough Railway Company (herein-after called "the Watlington Company") of the one part and The Great Western Railway Company (herein-after called "the Great Western Company") of the other part.

WHEREAS by the Watlington and Princes Risborough Railway Act 1869 the Watlington Company were incorporated and were authorised to construct a Railway Eight miles and four and three-quarters chains in length, commencing in the parish of Princes Risborough in the county of Buckingham by a junction with the Wycombe Railway (Thame Extension) of the Great Western Company and terminating in the parish of Pyrton in the county of Oxford near the town of Watlington And whereas the Great Western Company have agreed to purchase the Undertaking of the Watlington Company for the considerations and upon the terms and conditions herein-after set forth and in pursuance of the said Agreement a Bill is about to be introduced into Parliament in the ensuing Session by the Great Western Company with the object (inter alia) of obtaining the necessary powers for carrying the said sale into effect Now (subject to the confirmation of this Agreement by Parliament in the Session of the year One thousand eight hundred and

eighty-three) it is hereby agreed and declared by and between the parties hereto as follows:— A.D. 1883.

1. The Watlington Company shall sell to the Great Western Company and the Great Western Company shall purchase as soon as the necessary powers shall have been obtained from Parliament for the purpose the entire Undertaking of the Watlington Company and all the powers authorities privileges exemptions and all other rights and interests of the Watlington Company except the money in the hands of or due to the Watlington Company which shall belong to the Watlington Company and their rolling stock and new and unissued stores and materials which shall not be deemed to be included in the said purchase but shall be dealt with as herein provided.

2. The purchase shall be completed on the First day of July One thousand eight hundred and eighty-three and the consideration to be paid by the Great Western Company to the Watlington Company for the Undertaking of that Company shall be as follows:—

(a) The payment by the Great Western Company to the Watlington Company upon the completion of the purchase and the execution of the Deed of Conveyance of the Undertaking of the Watlington Company of the sum of One thousand five hundred pounds together with interest thereon at the rate of Four pounds per cent. per annum from the said First day of July One thousand eight hundred and eighty-three until payment:

(b) The issue by the Great Western Company on the completion of the purchase as aforesaid in such names as after mentioned of One hundred and twenty bonds or obligations of that Company each conditioned for the payment of One hundred pounds at the expiration of Five years from the First day of January One thousand eight hundred and eighty-five with interest from that date thereon at the rate of Four pounds per cent. per annum payable half yearly from such last-mentioned date until payment:

(c) The issue by the Great Western Company on the completion of the purchase as aforesaid in such names as after mentioned of Ninety-five bonds or obligations of that Company each conditioned for the payment of One hundred pounds at the expiration of Five years from the First day of July One thousand eight hundred and ninety with interest thereon at the rate of Four pounds per cent. per annum payable half yearly from such last-mentioned date until payment:

(d) The payment by the Great Western Company to the Watlington Company of the sum which shall be agreed as or which (failing agreement) shall be determined by two arbitrators or their umpire as hereinafter provided to be the market value of the rolling stock which shall be handed over and taken to by the Great Western Company and which has been exclusively used for the working of the Watlington Railway and of the new and unissued stores and materials which shall also be handed over to and taken to by the Great Western Company:

The sum of One thousand five hundred pounds and the value of the said rolling stock stores and materials shall be paid to the chairman of the

A.D. 1883.

Watlington Company whose receipt for the said sum shall be a good discharge for the same And the Great Western Company shall not be bound to see to the application or accountable for the misapplication thereof:

The bonds or obligations for the sums of Twelve thousand pounds and Nine thousand five hundred pounds respectively shall be issued in such names (not less than Three) and in such amounts as the Watlington Company shall under their corporate seal countersigned by their chairman direct and an acknowledgment under the hands of the persons to whom such bonds or obligations shall be directed to be issued of the receipt thereof respectively shall be a good and sufficient discharge for the same And the Great Western Company shall not be bound to see to the application or be accountable for the misapplication of the amounts thereby respectively secured.

3. Upon the completion of the purchase and the payment and delivery of the consideration as herein provided the Watlington Company shall put the Great Western Company into possession of their said Undertaking and property and the Great Western Company shall take over the same and shall thereupon assume the control and working of the line and shall undertake all responsibility and liability that may result therefrom as from the date of such possession and shall as from the same date be entitled to all receipts and income arising from the working of the line as aforesaid.

4. The Watlington Company to work their Undertaking collect the receipts and pay all outgoings and also pay and discharge all debts and liabilities of every description including their debenture debt incurred or to be incurred up to the date of the completion of the purchase.

5. The Watlington Company shall at the time of their giving the Great Western Company possession as aforesaid hand over to that Company all conveyances deeds agreements plans and documents of title relating to land purchases by or otherwise in any way affecting the Undertaking of the Watlington Company and also their Common Seal but the Watlington Company shall retain all books of account minute books registers transfer books and all other books or documents necessary for the conduct of the internal affairs of the Watlington Company or the winding up of their Undertaking as hereinafter provided until Twelve months after the completion of such winding up when the same shall be handed over to the Great Western Company.

6. The Watlington Company shall not from the date hereof incur any new liability (except for maintenance and ordinary working expenses) without the consent in writing of the Great Western Company nor shall they do or consent to anything which shall injuriously affect the value of the Undertaking to the Great Western Company and they shall maintain the Undertaking in as equally an efficient a condition as it is at the present time.

7. Notwithstanding such sale and purchase as aforesaid the Great Western Company shall not nor shall their Undertaking be in any way subject or liable to any claims or demands whatsoever on the part of any of the holders of the debentures of the Watlington Company or the creditors of the Watlington Company or of any of the holders of the stocks or shares in the Watling-



ton Company or of any other person or persons in respect of any debts or liabilities of the Watlington Company. A.D. 1883.

8. As between the Great Western Company and the Watlington Company the Watlington Company and their assets shall continue subject to and the Watlington Company shall pay and satisfy all charges liens and incumbrances upon or affecting their Undertaking or any part thereof and the claims and interests of all persons being or claiming to be holders of mortgages or debenture bonds or debenture preference or other shares or stock of or in the Watlington Company and the Watlington Company shall indemnify the Great Western Company against all damages costs charges expenses and every claim or liability whatever in respect of any of the matters aforesaid or in any way arising thereout or consequent thereon and shall forthwith at their own expense obtain the discharge of Robert Arthur Read from his office of receiver of their Undertaking.

9. The Great Western Company will do all in their power at their own expense to ensure the passing of the said Bill conferring on them the necessary powers for the completion of the purchase of the Undertaking of the Watlington Company in the ensuing Session of Parliament and will if possible procure this Agreement to be scheduled thereto.

10. Provision shall if sanctioned by Parliament be made in the intended Act that any sum payable by the Great Western Company and any bonds or obligations to be given by them under this Agreement to the Watlington Company shall be divided amongst the debenture and other creditors and the holders of stock or shares in that Company in the proportions and according to the priorities in which they are respectively entitled to dividend under the existing Acts relating to the Watlington Company and that for the purpose of winding up the affairs of the Watlington Company after the sale or transfer to the Great Western Company of the Undertaking of that Company as herein provided the Watlington Company shall forthwith be wound up in the same manner and with the same incidents as if the Watlington Company were a Company registered under the Companies Acts 1862 and 1867 and that the Watlington Company shall from and after the passing of the said Act be deemed to be so registered accordingly to the intent that for the purposes of calling and holding meetings and passing resolutions and other matters incident to such winding up the provisions contained in the said Watlington Company's Act of Parliament and the Acts incorporated therewith may and shall take effect as resolutions of a Company duly registered.

11. Should any dispute or difference arise between the parties hereto with reference to the construction of this Agreement or any act or thing to be done in pursuance thereof or anywise in relation to this Agreement the same shall be referred to the decision of two arbitrators one to be chosen by each party or their umpire to be appointed by them before entering upon the consideration of the matters referred to therein and such reference and arbitration shall be in all respects in conformity with the provisions of the Railway Companies Arbitration Act 1859 or any subsequent statutory modification thereof.

A.D. 1883.

In witness whereof the Watlington Company and the Great Western Company have caused their respective Common Seals to be hereunto affixed the day and year first before written.

The Common Seal of the Watlington and Princes Risborough Railway Company was hereunto affixed in the presence of

R. W. LEMMON  
Secretary.



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FIFTH SCHEDULE.

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ARTICLES OF AGREEMENT made the Thirteenth day of November in the year of our Lord One thousand eight hundred and eighty-two between The Staines and West Drayton Railway Company (herein-after called "the Staines Company") of the one part and The Great Western Railway Company (herein-after called "the Great Western Company") of the other part.

WHEREAS the Staines Company were by the Staines and West Drayton Railway Act 1873 authorised to construct and maintain the Railways herein-after mentioned with all proper works and conveniences connected therewith (namely) :—

1. A Railway Two miles four furlongs and 4·60 chains in length commencing by a junction with the Great Western Railway in the parish of Hillingdon in the county of Middlesex One hundred and fifty-four yards or thereabouts west of the Thirteen and a quarter mile post on that railway from London and terminating on the north side of the road known as the Bath Road at Colnbrook in the parish of Stanwell in the county of Middlesex about Four hundred yards east of the Punch Bowl Inn : and
2. A Railway Two miles six furlongs and 4·60 chains in length commencing by a junction with Railway No. 1 at the termination thereof before described and terminating by a junction with the Windsor Branch of the London and South-western Railway at a point on Staines Moor in the parish of Staines in the county of Middlesex where such branch Railway passes underneath a bridge Forty-three chains or thereabouts measured along the line of Railway north-west of the Railway Bridge over the main London Road in Staines :

And whereas by the Staines and West Drayton Railway Act 1878 the powers of the Staines Company for the compulsory purchase of lands were revived and the time limited for completing the Railway was extended And by

the Staines and West Drayton Railway Act 1881 the time limited for making the Railway authorised by the Act of 1873 was further extended and the Staines Company were authorised to abandon the construction of so much of Railway No. 1 authorised by the Act of 1873 as would be rendered unnecessary by the construction of the Railway in the reciting Act described and in lieu thereof were authorised to construct

A Railway Four furlongs one chain and three links in length commencing in the parish of Iver in the county of Buckingham at a point on the centre line of Railway No. 1 authorised by the Act of 1873 about One chain northward of the northern side of the River Colne thence passing in a northerly direction under the main line of the Great Western Railway and terminating in the parish of Hillingdon in the county of Middlesex by a junction with the Uxbridge Branch of the Great Western Railway at or near the distance post on that branch Railway denoting Thirteen and a quarter miles from Paddington :

And whereas the convenience of the public and the interests of the parties hereto would be promoted by the working by the Great Western Company of the Railways of the Staines Company in connexion with the Railways of the Great Western Company and the two parties have determined to enter into and execute these presents by way of agreement as herein-after appearing Now therefore these presents witness that it is hereby mutually agreed by and between the Staines Company and the Great Western Company each covenanting for their own acts and defaults only as follows (that is to say) :—

Article 1. The expression "the Railways" wherever hereafter employed means and includes the Railway or Railways of the Staines Company authorised by the said Acts and the sidings stations approaches works and conveniences connected therewith and the words "works and conveniences" respectively include all works and conveniences for landowners and others which under any Act of Parliament or contract the Staines Company hereafter may be bound to make.

Article 2. The word "traffic" wherever hereafter employed means and includes all passenger small parcels animal goods mineral and other traffic of what nature or kind soever (whether local or through) to be conveyed by the Great Western Company on the Railways or any part thereof.

Article 3. The Staines Company will make and complete the Railways as authorised or as may be altered or modified by agreement with the Great Western Company with a single line of rails on the narrow gauge with efficient permanent way and with all proper and sufficient junctions sidings stations station houses station fittings furniture sheds cranes water tanks water cranes signals electric telegraph passing place and other works and conveniences and including also a proper and sufficient dwelling-house at the level crossing on the Bath Road and including proper and sufficient independent terminal passenger and goods station at Staines and also including the provision of such works as may be requisite in the Great Western Company's Station at West Drayton consequent upon the opening of the Railways according to a Plan of such last-mentioned Works signed by William George Owen on behalf of the Great Western Company and William Dennis on behalf of the Staines Company and so that the Railways shall be approved by

[Ch. cxcii.] *Great Western Railway Act, 1883.* [46 & 47 VICT.]

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the Government Inspector of Railways as being in all respects fit to be opened and used for public traffic and also to the reasonable satisfaction of the engineer for the time being of the Great Western Company.

Article 4. Before the opening of the Railways for public traffic the Staines Company will so far as they reasonably can make all such arrangements as shall be proper and sufficient for enabling the Great Western Company on and after the opening of the Railways for public traffic to work and use the same in accordance with this Agreement.

Article 5. If and whenever after the opening of the Railways for public traffic any additional sidings or other works or conveniences in connexion therewith are found expedient or necessary 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 Act of Parliament or the obligations of any contract binding on the Staines Company the same shall be provided by the Staines Company but notice of such additional sidings or other works and conveniences being required shall previously be given to the Staines Company and if they shall object to their being required or provided any question relating thereto shall be referred to and determined by arbitration as herein-after provided. All such extra works shall be considered as part of the Railways Provided always that in the event of the Staines Company being unable to raise the capital necessary for the construction of such works as aforesaid the Great Western Company may construct the same and interest on the cost thereof at the rate of Four pounds per centum per annum shall be a first charge upon the share of receipts payable as herein-before provided to the Staines Company but no deduction shall be made from the share so receivable by the Staines Company so long as such share is not more than sufficient to pay the interest due on the mortgage or debenture debt for the time being of the Staines Company.

Article 6. If and whenever hereafter it is found necessary for the fulfilment by the Staines Company of any of the Articles of this Agreement to be fulfilled by them at the request or with the sanction of the Great Western Company that they shall make or incur any expenditure or liability beyond the amount which they are then authorised to raise by shares and by borrowing respectively they will apply to Parliament or to the Board of Trade under the provisions of the Railways Companies Powers Act 1864 for and use their utmost reasonable endeavours to obtain an Act authorising them to raise the requisite amount by shares and by borrowing respectively.

Article 7. Subject as herein-after mentioned the Staines Company will not at any time during the continuance of this Agreement act as carriers on the Railways or any part thereof and they will abstain from doing and 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. On and for ever after the opening of the Railways for public traffic the Great Western Company may and will manage work and use the same and the traffic thereon in accordance with this Agreement.

Article 9. On and for ever after the expiration of Six months after the opening of the Railways for public traffic the Great Western Company will maintain the same and all the various works matters and things herein defined to be included in the Railways in substantial repair and in good working order and condition. Provided always that the Great Western Company shall not be required to maintain the Railways during the first Six months after the opening thereof for public traffic but the same shall during that period be maintained by and at the expense of the Staines Company.

Article 10. On and for ever after the opening of the Railways for public traffic the Great Western Company shall and will with engines and carriages and appliances of all descriptions necessary or usually provided for the occupation working and management of Railways and for the effective carrying of the traffic thereon at all times during the continuance of this Agreement properly and sufficiently develop and accommodate the traffic to be conveyed on to from and over the Railways and for that purpose will run over the Railways of the Staines Company such a reasonable number of trains and of such a class as may be fixed or determined on by agreement between the respective Companies or in case of difference by arbitration as herein-after provided.

Article 11. On and for ever after the opening of the Railways for public traffic the Great Western Company will provide and employ all station masters booking clerks porters engine-drivers guards watchmen workmen and servants and all other officers for the Staines Company (except their secretary and staff) and will provide all such locomotive power engines carriages trucks and rolling stock other than waggons for mineral traffic plant stores materials and labour as shall be proper and sufficient for the working and user of the Railways or any portion thereof and the reception accommodation conveyance and delivery of traffic thereon and the Staines Company shall not be bound to employ or provide any such person or thing.

Article 12. The Great Western Company will in addition to their obligations under the last Article provide waggons for mineral traffic in such cases and under such circumstances as would if the Railways were part of their own main line be cases and circumstances in and under which they are or shall for the time being be in the habit of supplying waggons for such traffic.

Article 13. On and for ever after the opening of the Railways for public traffic the Great Western Company shall so far as the Staines Company have power to delegate the same have exercise and enjoy at their own expense and risk for the purposes of the management maintenance repair working and user by them of the Railways all the rights powers and privileges whatsoever in that behalf of the Staines Company and as fully and as effectually as if the Railways were part of the Great Western Railway.

Article 14. 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 Railways and every part thereof and to 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 save harmless the Staines

[Ch. cxci.] *Great Western Railway Act, 1883.* [46 & 47 VICT.]

A.D. 1883. — 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 ———— by reason of any act or default or negligence of the Great Western Company or any of their directors agents officers or servants or of the officers or servants appointed by the Great Western Company.

Article 15. On and for ever after the opening of the Railways for public traffic the Staines Company will bear and pay all tithes rentcharges rents rates or taxes and assessments usually paid by landowners or properly chargeable against capital and the Great Western Company will bear and pay all rates or taxes assessments salaries wages and other outgoings in respect of the Railways properly chargeable against revenue (except property or income-tax) and except the remuneration of the directors and auditors of the Staines Company and the salary of their Secretary and his staff and their expenses and all Government duty in respect of traffic shall be paid out of the gross receipts from such traffic before division as herein-after provided.

Article 16. The Great Western Company shall from time to time after the opening of the Railways for public traffic except as otherwise provided by this Agreement make and satisfy all expenditure and liability on revenue account with respect to the same except only the expenditure and liability properly chargeable against capital which shall from time to time be made or satisfied by the Staines Company.

Article 17. If and whenever after the opening of the Railways for public traffic and during the continuance of this Agreement the Great Western Company make or satisfy any expenditure or liability of the Staines Company properly chargeable against capital the amount paid or applied by the Great Western Company in that behalf shall be a debt due to them from the Staines Company and shall bear interest at the rate of Four pounds per centum per annum from the time of the payment or application of the same by the Great Western Company to the time of the repayment thereof by the Staines Company.

Article 18. The Great Western Company will accommodate in their West Drayton Station the traffic arising upon the Railways and conveyed by them under this Agreement without any payment of rent for such accommodation until dividends at the rate of Four pounds per cent. per annum are from time to time declared on the capital raised by the Staines Company and paid and after such payment the Staines Company shall pay to the Great Western Company such rent and other payment for the accommodation and services afforded to their traffic at West Drayton Station as shall be agreed upon between them and the Great Western Company or failing agreement as shall be determined by arbitration in the manner herein-after provided.

Article 19. On and for ever after the opening of the Railways for public traffic the tolls fares rates and charges in respect of the same and the traffic thereon shall subject to the Staines Company's Special Acts be fixed by the General Manager for the time being of the Great Western Railway and he shall have power to fix and quote such rates and fares as he may think proper and necessary and shall in other respects have and may exercise the same

powers and authority in and over the Railways and the traffic thereon as he shall for the time being have the power to exercise over the Great Western Railway.

Article 20. The gross amount of all the tolls fares rates and charges from time to time payable to the Staines Company and the Great Western Company respectively in respect of the Railways and the traffic thereon and receivable by the Great Western Company shall be divided between and belong to the two Companies in equal moieties.

Article 21. The Great Western Company will bear and pay all the expenses of and incident to the making maintaining repairing renewing manning watching working and using of the junction of the Railways with the Railway of the Great Western Company.

Article 22. The gross amount herein-before referred to shall comprise the gross tolls fares rates and charges including the usual Clearing House Station to Station Terminals receivable in respect of all local traffic and a due mileage proportion of the gross amount of all through fares rates and charges receivable in respect of all through traffic after deduction of the usual Clearing House Station to Station Terminals and such gross amount shall include all terminals on traffic arising or terminating at stations upon the line of the Staines Company (the West Drayton Station being considered as a station upon the Railways in respect of traffic passing over the Railways if and when the Staines Company are as herein-before provided liable to pay rent in respect of such station and such rent is duly paid and satisfied) but such gross amount shall not include Government duty on passengers paid on and moneys received or receivable in respect of moneys actually paid or expenditure actually incurred for the collection cartage and delivery of goods and traffic of every description to or from any terminus or station on the Railways or beyond the whole of which the Great Western Company shall be entitled to deduct and retain or allow prior to ascertaining gross profits available for division.

Article 23. The moiety of the gross amount payable to the Staines Company as aforesaid shall be paid half-yearly as herein-after provided.

Article 24. Each of the two 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 all reasonable times for the inspection and transcription by the directors and agents of the two Companies respectively and the two Companies respectively will afford to each other all proper and sufficient facilities for their inspection and transcription accordingly.

Article 25. With respect to all through traffic passing to and from the Railways and any of the several Railways from time to time worked and used by the Great Western Railway Company and whether or not also passing on any other Railway the accounts of the tolls fares rates and charges for the same shall be so kept as that a mileage proportion thereof including terminals shall be attributed to the Railways and to the several Railways from time to time worked or used by the Great Western Company respectively so as to show clearly the fairness of the apportionment Provided always that when

[Ch. cxci.iii.] *Great Western Railway Act*, 1883. [46 & 47 Vict.]

A.D. 1883.

any traffic has passed for a less distance than One mile over the Railways and thence over any part of the Great Western Railway or any line worked by the Great Western Company in connexion therewith or has passed for less distance than One mile over the Great Western Railway or any line worked by the Great Western Company in connexion therewith and thence over the Railways or any part of the Railways the Staines Company or the Great Western Company (as the case may be) shall receive mileage as for half a mile.

Article 26. Each of the two Companies shall within Forty days after the Thirtieth day of June and the Thirty-first day of December in every year transmit to the other Company 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 and the Great Western Company shall within Twenty-five days after such accounts have been adjusted remit to the Staines Company the balance appearing due to them hereunder.

Article 27. If and whenever either of the two Companies within Fourteen days after the transmission to them of any abstract of accounts 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 Fourteen 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 except some manifest error therein to an amount not less than One hundred pounds shall be discovered in which case the same shall notwithstanding the expiration of the period before limited be rectified.

Article 28. Every notice request account or other writing to be given by either of the two 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 other Company and be left for them at as regards the Staines Company their principal office or such other place as they shall from time to time give notice in writing of to the Great Western Company and as regards the Great Western Company their principal office at Paddington.

Article 29. This Agreement shall so far as the Companies can legally agree be in perpetuity but subject to revision thereof by the Board of Trade in the manner provided by Section Twenty-seven of the Railways Clauses Act 1863.

Article 30. All matters herein-before referred to arbitration and all differences which may arise between the Staines Company and the Great Western Company touching the true intent or construction of this Agreement or touching anything to be done suffered or omitted in pursuance of this Agreement or touching any of the incidents or consequences of this Agreement or touching the carrying into effect of any of the Articles of this Agreement or touching any breach or nonfulfilment or alleged breach or nonfulfilment of this Agreement or touching any liability damages losses costs or expenses by reason of any such breach or nonfulfilment or alleged breach or nonfulfilment or touching any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises every



such difference shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the two Companies and this Article shall accordingly be and have effect as an Agreement between the two Companies for arbitration under that Act.

In witness whereof the Companies parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written.

The Common Seal of the Staines and West Drayton Railway Company was hereunto affixed in the presence of—

W. J. R. COTTON, }  
W. H. COTTON, } Directors.

M. STEPHENSON,  
Secretary.



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## SIXTH SCHEDULE.

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### PART I.

ARTICLES OF AGREEMENT made the Twelfth day of July One thousand eight hundred and eighty-two between The Bridport Railway Company (herein-after called "the Bridport Company") of the one part and The Great Western Railway Company (herein-after called "the Great Western Company") of the other part.

WHEREAS under the Bridport Railway Act 1855 as amended by the Bridport Railway Act 1859 the Bridport Railway was leased to the Great Western Company for Twenty-one years from the First of July One thousand eight hundred and fifty-eight and in the said Act of 1855 powers are contained authorising the two Companies to enter into traffic and working arrangements :

And whereas the Bridport Railway has since the termination of the said lease been worked by the Great Western Company upon the terms of a certain Agreement made between the Companies bearing date the Thirty-first of December One thousand eight hundred and eighty-one which it was intended to lay before the Railway Commissioners for their approval :

And whereas by the Bridport Railway Act 1879 the Bridport Company were authorised to construct a Railway (referred to as Railway No. 1 on the deposited Plans) Two miles and one furlong in length wholly situate in the county of Dorset commencing in the parish of Bradpole in the county of

A.D. 1883.

Dorset by a junction with the Bridport Railway and terminating near to the Neptune Inn at Bridport Harbour and to raise for the purposes of that Act and for the general purposes of their Undertaking such sums as they might think necessary not exceeding Forty-two thousand pounds and to create and issue such shares either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they might think fit and in addition to borrow on mortgage the sum of Fourteen thousand pounds :

And whereas the Bridport Company have exercised to a limited extent the powers conferred upon them by their Act of 1879 in the improvement of the works at their existing station at Bridport and have expended on such works the sum of Four thousand pounds which they have raised by the issue of preference shares of that amount carrying interest at Five per centum per annum :

And whereas the Bridport Company are now desirous of constructing the whole of the Railway authorised by such last-mentioned Act and it is estimated that a sum of Twenty-three thousand pounds will be required for the purchase of the land and the construction of the works and conveniences for and in connexion with such Railway :

And whereas as the result of negotiations between the Bridport Company and the Great Western Company the Great Western Company have at the request of the Bridport Company consented to enter into the following Agreement. Now it is hereby mutually agreed and declared by and between the Companies parties hereto as follows :—

1. The Bridport Company shall forthwith construct and complete the Railway authorised by their Act of 1879 with all necessary sidings junctions stations station houses lodges at level crossings water tanks water cranes signals electric telegraph station fittings and furniture sheds and other works and conveniences connected therewith so that the same shall at the latest by the time limited by Parliament for the completion thereof or such other time as may hereafter be limited 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 (herein-after referred to as "the engineer").

2. The Bridport Company shall for the first Twelve months after the opening of the said Railway (herein-after referred to as "the Extension Railway") for public traffic maintain the same and all the various works matters and things connected therewith in substantial repair and in good working order and condition.

3. As and from the First of July One thousand eight hundred and eighty-two a new Agreement for the working of the Bridport Railway and of the Extension Railway for a term of Twenty-one years shall be entered into between the Companies upon the same terms and conditions as to working and otherwise as those contained in the Agreement under which the Bridport Railway is now worked by the Great Western Company except that the Great Western Company shall not be required to maintain the Extension Railway until after the expiration of the first Twelve months from the opening thereof for public traffic and also that the Great Western Company shall only be required to run over the Extension Railway such a reasonable number of

trains having reference to the amount of traffic as may be agreed upon between the Companies parties hereto or in the event of difference settled by arbitration.

4. Upon the Bridport Company satisfying the Great Western Company that a sum of not less than Ten thousand pounds has been bonâ fide subscribed for in preference shares of the Bridport Company entitled to dividend at Four per centum per annum and that such sum is held by substantial parties who and whose heirs executors and administrators are liable for the payment of the same the Great Western Company will subscribe for and pay up pari passu with such other subscribers in like preference shares such further amount of capital as may be requisite for the completion of the Extension Railway and Works as herein provided but not exceeding in the whole (unless otherwise agreed) the sum of Thirteen thousand pounds.

5. The Bridport Company shall issue to the Great Western Company in respect to the moneys so provided by them a further amount of preference stock of that Company ranking pari passu with and in all respects as part of the like preference capital entitled to dividend at Four per centum per annum.

6. Should it hereafter appear or be considered that the Companies have not power to enter into the said working agreement for the said term of Twenty-one years or that the Great Western Company have not at present power to advance such moneys as aforesaid application shall be made in the next or some following Session of Parliament for authority to enter into or for a confirmation of the said working agreement and for authority to raise and subscribe the capital hereby undertaken to be provided by the Great Western Company and each of the Companies parties hereto will bonâ fide use their best endeavours to obtain such authorities and confirmation.

7. All matters and differences which may arise between the Bridport Company or their assigns and the Great Western Company or their assigns touching the true intent and construction of this Agreement or touching anything to be done suffered or omitted in pursuance of this Agreement or touching any of the incidents or consequences of this Agreement or touching the carrying into effect of any of the Articles of this Agreement or touching any breach or nonfulfilment or alleged breach or nonfulfilment of this Agreement or touching any liability damages losses costs or expenses by reason of any such breach or nonfulfilment or alleged breach or nonfulfilment or touching any claim or demand relating to any such liability damages losses or costs or expenses or otherwise relating to the premises shall (in the first instance) be referred to and determined by a single arbitrator in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the two Companies and this Article shall accordingly be and have effect as an Agreement between the two Companies for arbitration under that Act save that if the Companies fail to agree upon or to appoint a single arbitrator within Twenty-one days after notice from either Company to the other requiring them so to do either Company may apply to the Recorder of London for the time being to appoint an arbitrator and the arbitrator so appointed shall for all purposes be deemed the single arbitrator agreed upon between and appointed by the Companies.

[Ch. cxcii.] *Great Western Railway Act, 1883.* [46 & 47 VICT.]

A.D. 1883. In witness whereof the Companies parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written.

WM. SWATRIDGE

Chairman.

NICHs. M. LOGGIN

Secretary.

By his Deputy

CHARLES G. NANTES.



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PART II.

ARTICLES OF AGREEMENT made the Fifteenth day of January in the year of our Lord One thousand eight hundred and eighty-three between the Bridport Railway Company (herein-after called "the Bridport Company") of the one part and the Great Western Railway Company (herein-after called "the Great Western Company") of the other part.

WHEREAS under the Bridport Railway Act 1855 as amended by the Bridport Railway Act 1859 the Bridport Railway was leased to the Great Western Company for Twenty-one years from the First day of July one thousand eight hundred and fifty-eight and in the said Act of 1855 powers are contained authorising the two Companies to enter into traffic and working arrangements :

And whereas the Bridport Railway has for some years past been and is now worked by the Great Western Company under agreements containing terms and conditions similar to those herein-after contained :

And whereas by the Bridport Railway Act 1879 the Bridport Company were authorised to construct a Railway (therein referred to as "Railway No. 1") Two miles one furlong in length wholly situate in the county of Dorset commencing in the parish of Bradpole in the county of Dorset by a junction with the Bridport Railway and terminating near to the Neptune Inn at Bridport Harbour :

And whereas by an Agreement dated the Twelfth day of July One thousand eight hundred and eighty-two made between the Bridport Company of the one part and the Great Western Company of the other part (which Agreement it is intended shall be scheduled to and confirmed by the Great Western Company's Act of the present Session of Parliament) after reciting that the Bridport Company were desirous of constructing the whole of the Railway authorised by the said Act of 1879 (therein and herein-after referred to as "the Extension Railway") it was amongst other things agreed that the Bridport Company should forthwith complete the Extension Railway as therein mentioned and should maintain the same for the first Twelve months after the opening thereof And it was also agreed that as from the First day of July One thousand eight hundred and eighty-two an Agreement for the working of the Bridport Railway and of the Extension Railway for a term of Twenty-one years should be entered into between the Companies upon the

same terms and conditions as to working and otherwise as those contained in the Agreement under which the Bridport Railway was then worked by the Great Western Company (except as therein was mentioned) and that each of the Companies parties thereto would bonâ fide use their best endeavours to obtain from Parliament any authority to enter into or a confirmation of such Working Agreement as might be necessary :

And whereas the convenience of the public and the interests of the Companies parties hereto would be promoted by the continued working by the Great Western Company of the Railway of the Bridport Company and of the Extension Railway when completed in connexion with the Railways of the Great Western Company and the Companies parties hereto have determined to enter into and execute these presents by way of Agreement as herein-after appearing :

Now therefore these presents witness that it is hereby mutually agreed by and between the Bridport Company for themselves and their assigns and the Great Western Company for themselves and their assigns each covenanting for their own acts and defaults only as follows (that is to say) :—

Article 1. The expression "the Railway" whenever herein-after employed means and includes the Railway of the Bridport Company as authorised by their Acts of 1855 and 1859 and the sidings stations (including the works recently completed at the Bridport Station) approaches works and conveniences connected therewith and also when the same has been completed and opened for traffic the Extension Railway and the sidings stations approaches works and conveniences connected therewith.

Article 2. The word "traffic" whenever herein-after employed means and includes all passenger small parcels animals goods mineral and other traffic of what nature or kind soever whether local or through to be conveyed by the Great Western Company on the Railway or any part thereof.

Article 3. The Bridport Company will construct make and complete the Extension Railway in accordance with the said recited Agreement of the Twelfth day of July One thousand eight hundred and eighty-two and so that the same shall be approved by the Government Inspector of Railways as being in all respects fit to be opened and used for public traffic within the time therein mentioned and also to the reasonable satisfaction of the engineer for the time being of the Great Western Company.

Article 4. Subject as herein-after mentioned the Bridport Company will not at any time during the continuance of this Agreement act as carriers on the Railway or any part thereof and they will abstain from doing and 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 5. The Great Western Company shall and will manage work and use the railway and the traffic thereon in accordance with this Agreement and will maintain the railway in substantial repair and in good working order and condition provided that the Great Western Company shall not be required to maintain the Extension Railway until after the expiration of the first Twelve months from the opening thereof for public traffic.

[Ch. cxciii.] *Great Western Railway Act, 1883.* [46 & 47 VICT.]

A.D. 1883.

Article 6. The Great Western Company shall and will with engines and carriages and appliances of all descriptions necessary or usually provided for the occupation working and management of railways and for the effective carrying of the traffic thereon at all times during the continuance of this Agreement properly and sufficiently develop and accommodate the traffic to be conveyed on to from and over the Railway and for that purpose will run over the Bridport Railway such a reasonable number of trains (not being less than the number at present run) and of such a class as may be fixed or determined by agreement between the respective Companies or in case of difference by arbitration as herein-after provided but the Great Western Company shall only be required to run over the Extension Railway such a reasonable number of trains having reference to the amount of traffic as may be agreed upon between the Companies parties hereto or in case of difference settled by arbitration as herein-after provided.

Article 7. The Great Western Company will at their own expense provide and employ all station masters booking clerks porters engine drivers guards watchmen workmen and servants and all other officers for the Bridport Company (except their secretary and staff) and will provide all such locomotive power engines trucks and rolling stock (except waggons for mineral traffic) plant stores materials and labour as shall be proper and sufficient for the working and user of the Railway and the reception accommodation conveyance and delivery of traffic thereon and the Bridport Company shall not be bound to employ or provide any such person or thing.

Article 8. The Great Western Company shall so far as the Bridport Company have power to delegate the same have exercise and enjoy at their own expense and risk and for the purposes of the management maintenance repair working and user by them of the Railway all the rights powers and privileges whatsoever in that behalf of the Bridport Company and as fully and effectually as if the Railway was part of the Great Western Railway.

Article 9. 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 Railway and every part thereof and to the traffic thereon contained in the Acts from time to time in force with respect to the same and will at all times fully and freely indemnify and save harmless the Bridport 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 in any way occasioned or incurred by or by reason of any act or default or negligence of the Great Western Company or any of their directors agents officers or servants or of the officers or servants appointed by the Great Western Company as herein-before provided by Article 7.

Article 10. The Great Western Company will bear and pay all rates taxes salaries wages and other outgoings of a like nature arising out of the working of the Railway properly chargeable against revenue except the remuneration of the directors and auditors of the Bridport Company and the salary of their secretary and staff and their office expenses The Bridport Company will

pay and discharge the property or income tax land tax tithe rentcharge and other charges or assessments of a like nature and will indemnify the Great Western Company from and against any claim in respect of all and every such charge.

Article 11. The Great Western Company will accommodate and provide for the traffic of the Bridport Company in the Great Western Company's Station at Maiden Newton free of charge to the Bridport Company.

Article 12. The tolls fares rates and charges in respect of the Railway and the traffic thereon shall be fixed by the general manager for the time being of the Great Western Railway and he shall have power to fix and quote such rates and fares as he may think proper and necessary and shall in all other respects have and may exercise the same powers and authority in and over the Railway and the traffic thereon as he shall for the time being have the power to exercise over the Great Western Railway Provided always that the said tolls fares rates and charges for traffic of all descriptions shall not be less than the tolls fares rates and charges now made on the Railway without the consent of the Bridport Company.

Article 13. The gross amount of all tolls fares rates and charges from time to time payable to the Bridport Company and the Great Western Company respectively in respect of the Railway and the traffic thereon and receivable by the Great Western Company shall be divided between and belong to the two Companies in the following proportions (that is to say):—

First. The Great Western Company shall retain thereout  $47\frac{1}{2}$  per cent. which shall (except as herein provided) be received and taken by them in satisfaction not only of all the expenses of and incident to the management maintenance repair working and user by them of the Railway and all their other expenditure and liabilities under this Agreement but also of all rent and services which the Great Western Company may perform for the Bridport Company in connexion with the traffic of the Railway at the Great Western Company's Maiden Newton Station and at the junction of the Railway with the Great Western Railway:

Secondly. The Bridport Company shall be entitled to and the Great Western Company shall (except as herein provided) pay to them the remaining  $52\frac{1}{2}$  per cent. which per-centage is herein-after called "the Bridport per-centage" but the Great Western Company shall not be required or be liable in any way to see to the application or disposal of the Bridport per-centage.

Article 14. The gross amount referred to in Article 13 shall include a due mileage proportion of all through fares rates and charges including the usual Railway Clearing House terminal charges on the Railway and together with such terminals at the Maiden Newton Station of the Great Western Railway in respect of traffic arising or terminating on the Railway and at Maiden Newton which shall for the purposes of this Article be considered a station on the Railway but not including Government duty on passengers paid-ons and moneys received or receivable and actually paid or expended for the collection cartage and delivery of goods and traffic of every description to or from any terminus or station of the Bridport Company or beyond the whole of which

[Ch. cxciii.] *Great Western Railway Act, 1883.* [46 & 47 VICT.]

A.D. 1883. the Great Western Company shall be entitled to deduct and retain or allow prior to any division Provided always that the proportion from time to time payable to the Bridport Company of such through fares rates and charges shall not (without the consent of the Bridport Company) be less than the proportion they have hitherto received in respect of similar traffic.

Article 15. The payments to be made to the Bridport Company in respect of the Bridport per-centage shall be made as follows viz.: Six hundred pounds on the expiration of Three months of each current half year and the balance half-yearly on or before the First day of February and the First day of August in every year or within Forty days after those days respectively.

Article 16. The Great Western Company will within Thirty days after the Thirtieth day of June and the Thirty-first day of December in each year make out and submit to the Bridport Company a true and particular account of the gross earnings of the traffic of all kinds local as well as through due in respect of such traffic over or upon the Railway or any part thereof and shall if and when so required duly verify such accounts and permit as far as may be reasonably necessary inspection and transcription to be made at reasonable times and by some one person to be appointed by the Bridport Company of all books vouchers and documents relating thereto and such accounts respectively if not objected to within Forty days from the delivery thereof shall be accepted as final and conclusive except as to manifest errors and if objected to in whole or in part and any difference or dispute shall arise thereon not involving a question of principle such difference or dispute shall be referred to an accountant to be agreed on between the Companies or failing such agreement to be nominated by the Secretary for the time being of the Committee of the Railway Clearing House.

Article 17. With respect to all through traffic passing to and from the Railway and any of the several Railways from time to time owned and worked or used by the Great Western Company and whether or not also passing on any other Railway the accounts of the tolls fares rates and charges for the same shall be so kept as that at least a mileage proportion thereof including terminals shall be attributed to the Railway.

Article 18. Every notice request account or other writing to be given by either of the two 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 other Company or be left for them at as regards the Bridport Company their principal office in Bridport or other place as they shall from time to time give notice in writing of to the Great Western Company or as regards the Great Western Company their principal office at Paddington.

Article 19. This Agreement shall be deemed to come into operation as on and from the First day of July One thousand eight hundred and eight-two and shall subject to the sanction of Parliament continue in force for the period of Twenty-one years from that day.

Article 20. Except as in Article Sixteen all matters herein-before referred to arbitration and all differences which may arise between the Bridport Company or their assigns and the Great Western Company or their assigns touching the true intent and construction of this Agreement or touching



anything to be done suffered or omitted in pursuance of this Agreement or touching any of the incidents or consequences of this Agreement or touching the carrying into effect of any of the Articles of this Agreement or touching any breach or non-fulfilment or alleged breach or non-fulfilment of this Agreement or touching any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or non-fulfilment or touching 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 and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the two Companies and this Article shall accordingly be and have effect as an Agreement between the two Companies for arbitration under that Act save that the arbitrator or umpire to be appointed in case of difference or failure by either Company shall be appointed by the Recorder of London for the time being and not by the Board of Trade.

In witness whereof the Companies parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written.

The Common Seal of the Bridport Railway Company was hereunto affixed in the presence of

NICH<sup>s</sup>. M. LOGGIN

Secretary of

Bridport Railway Company.



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### SEVENTH SCHEDULE.

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ARTICLES OF AGREEMENT made the Eighteenth day of January One thousand eight hundred and eighty-three between "the Princetown Railway Company" (herein-after called "the Princetown Company") of the one part and "the Great Western Railway Company" (herein-after called "the Great Western Company") of the other part:

WHEREAS the Princetown Company were incorporated by the Princetown Railway Act 1878 and were thereby authorised to make and maintain with all proper stations approaches works and conveniences connected therewith a Railway commencing in the parish of Buckland Monachorum by a junction with the South Devon and Tavistock Railway at or near the Northern end of the Yelverton siding and terminating in the parish of Walkhampton at

[Ch. cxciii.] *Great Western Railway Act, 1883.* [46 & 47 VICT.]

A.D. 1883. — the road leading to Walkhampton Common from the Plymouth and Moretonhampstead old Turnpike Road near Princetown And whereas the convenience of the public and the interest of the Princetown Company and the Great Western Company would be promoted by the working by the Great Western Company of the aforesaid Railway of the Princetown Company in connexion with the South Devon and Tavistock Railway and the Great Western Company and the Princetown Company have determined to enter into and execute these presents by way of Agreement as herein-after appearing Now therefore these presents witness that it is hereby mutually agreed by and between the Princetown Company for themselves their successors and assigns and the Great Western Company for themselves their successors and assigns each covenanting for their own acts and defaults only as follows (that is to say) :—

Article 1. The expression "Princetown Railway" whenever herein employed means and includes the aforesaid Railway of the Princetown Company and the sidings stations approaches lands works and conveniences connected therewith subject to such alteration or deviation thereof as may be agreed upon between the Great Western Company and the Princetown Company as mentioned and described in Article 5.

Article 2. The word "traffic" whenever herein employed means and includes all passengers animals goods minerals small parcels and other traffic of what nature or kind whatsoever whether local or through to be conveyed by the Great Western Company on the Princetown Railway or any part thereof and the words "local traffic" whenever herein used mean and include traffic originating and terminating at any station on the Princetown Railway including the junction with the South Devon and Tavistock Railway and the words "through traffic" whenever herein used mean and include traffic passing over the Princetown Railway or some part thereof and also over the Railways or some parts or part thereof respectively from time to time exclusively owned leased or worked by the Great Western Company.

Article 3. The expression "Princetown Debenture Debt" whenever herein employed means and includes the amount from time to time secured and to be secured by mortgages debentures or debenture stock granted or issued by the Princetown Company under the authority of any Act of Parliament relating to the Princetown Company not exceeding in the whole the sum of Twenty thousand pounds but such debenture debt shall not be created without the sanction of the Great Western Company under the hand of their secretary first had and obtained.

Article 4. The expression "paid-up capital" whenever herein employed means and includes so much as from time to time is paid up whether on deposit or calls or in anticipation of calls of the capital authorised by the Princetown Railway Act 1878 to be raised by the Princetown Company by shares not exceeding so much as may from time to time be agreed on between the Great Western Company and the Princetown Company and as may be necessary for the construction of the Princetown Railway but the Princetown paid-up capital shall not exceed the sum of Sixty thousand pounds to be created and raised by the issue of shares of the nominal value of Ten pounds

each and of the following denominations (viz.) :—Three thousand Princetown Railway A shares Eight hundred Princetown Railway B Shares and Two thousand two hundred Princetown Railway C shares.

Article 5. The Princetown Company will make and complete the Princetown Railway unless otherwise agreed with the Great Western Company with a single line of rails on the narrow gauge including all proper and sufficient works and conveniences appliances and things junctions passing places terminal and other stations station houses station fittings and furniture furnishing stores weighing machines sheds cranes water water-tanks water-cranes turn-tables signals electric telegraph telegraph instruments and all other works and conveniences also including all proper and sufficient dwelling-houses at level crossings where necessary so that the Princetown Railway shall at the latest by the time limited by Parliament for the completion thereof or such other time as may hereafter be limited 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.

Article 6. The Princetown Company will for the first Twelve months after the opening of the Princetown Railway for public traffic uphold and maintain the same and all the various works matters and things mentioned in Article 5 in substantial repair and in 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.

Article 7. Before the opening of the Princetown Railway for public traffic the Princetown 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 Princetown Railway for public traffic to work and use the same in accordance with this Agreement.

Article 8. If and whenever after the opening of the Princetown 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 for compliance with the reasonable requirements of road surveyors in reference to deviations or alterations and maintenance of roads or for the discharge of the obligation of any contract binding on the Princetown Company the same shall so far as properly chargeable to capital be provided by and at the expense of the Princetown Company and they will provide and complete the same to the reasonable satisfaction of the Great Western Company and the same when completed shall for the purpose of this Agreement be deemed to be part of the Princetown Railway and in the event of difference between the Princetown Company and the Great Western Company as to any of the provisions of this Article the same shall be referred to arbitration as herein provided.

Article 9. The Princetown Company will not at any time act as carriers on the Princetown Railway or on any part thereof and they will abstain from

[Ch. cxcii.] *Great Western Railway Act, 1883.* [46 & 47 VICT.]

A.D. 1883. 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 10. On and after the expiration of Twelve months after the opening of the Princetown Railway for public traffic and during the continuance of this Agreement the Great Western Company will maintain and keep the same in substantial repair and good working order and condition.

Article 11. On and after the opening of the Princetown Railway for public traffic and during the continuance of this Agreement the Great Western Company will work the same and convey traffic thereon in a proper safe and convenient manner and so as fairly and reasonably to develop and accommodate the traffic of the district to be served by such railway and from time to time will run a proper and reasonably sufficient number of trains thereover and thereon and in convenient connexion so far as reasonably may be with trains on the South Devon and Tavistock Railway.

Article 12. With respect to the conveyance of troops police or mails or other traffic (if any) which the Princetown Company are from time to time specially called on to convey on the Princetown Railway or on any part thereof the Great Western Company will from time to time act as agents for the Princetown Company in conveying the same and duly perform their duties in that behalf.

Article 13. On and after the opening of the Princetown Railway for public traffic and during the continuance of this Agreement the Great Western Company will provide and employ all station masters booking clerks porters engine drivers guards watchmen workmen and servants for the Princetown 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 plant stores material and labour as shall be proper and sufficient for the working and user of the Princetown Railway and every portion thereof by the Great Western Company and the reception accommodation conveyance and delivery by them of traffic thereon and the Princetown Company shall not be bound to employ or provide any such person or thing.

Article 14. On and after the opening of the Princetown 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 Princetown Company and as fully and effectually as if the Princetown Railway were part of the Great Western Railway.

Article 15. 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 maintenance management repair working and user of the Princetown 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 Princetown

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 16. On and after the opening of the Princetown Railway for public traffic and during the continuance of this Agreement the Princetown Company will bear and pay all tithes rentcharges rents rates or taxes and assessments usually paid by landowners and the Great Western Company will bear and pay all salaries wages and 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 directors and auditors of the Princetown Company and the salaries of their secretary and officers and their office expenses and staff all which are to be borne and paid by the Princetown Company.

Article 17. If and whenever after the opening of the Princetown Railway for public traffic and during the continuance of this Agreement the Great Western Company make or satisfy any expenditure or liability of the Princetown Company properly chargeable against the capital of the Princetown 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 Princetown Company and shall bear interest at the rate of Five pounds per centum per annum from the time of the payment or application or advance of the same by the Great Western Company to the time of the repayment thereof by the Princetown Company and shall so far as respects any expenditure liability or advance properly chargeable to capital be repaid by the Princetown Company to the Great Western Company out of the first capital of the Princetown 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 with interest thereon at the rate aforesaid as also the interest on any such capital expenditure may from time to time be respectively deducted out of the Princetown per-centage herein-after referred to.

Article 18. The interest at a rate not exceeding Four pounds ten shillings per centum per annum from time to time payable on the Princetown Debenture Debt as defined by Article 3 and in accordance with the priorities of the instruments securing the same shall be a first charge on the gross tolls fares rates and charges in respect of the Princetown Railway and the traffic thereon Provided that as between the Princetown Company and the Great Western Company but not so as to affect any of the Princetown Company's debenture creditors the Great Western Company shall be entitled to retain out of the per-centage or other moneys from time to time payable to the Princetown Company as herein expressed in the first place the amount of any interest on the Princetown Debenture Debt which the Great Western Company may have been required to pay or allow out of their own per-centage of the receipts as herein defined and the Princetown Company shall

[Ch. cxciii.] *Great Western Railway Act, 1883.* [46 & 47 Vicr.]

A.D. 1883. indemnify the Great Western Company against any liability in respect of such interest beyond the amount of the Princetown Company's per-centage for the time being.

Article 19. On and after the opening of the Princetown Railway for public traffic 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 approved by the Great Western Company and the general manager for the time being of the Great Western Railway shall have and may exercise the same powers and authority in and over the Undertaking of the Princetown Company and the traffic thereon as he shall for the time being have the power to exercise over the Great Western Railway but in the event of the Princetown Company objecting to any of the tolls fares rates and charges so fixed or approved the same shall be settled by arbitration in manner herein-after appointed.

Article 20. The gross amount of all the tolls fares rates rents and charges from time to time payable to the Princetown Company and the Great Western Company respectively in respect of the Princetown Railway and the traffic thereon and receivable by the Great Western Company and the Princetown Company or either of them shall after deduction therefrom of the Government duty on passengers be divided between and belong to the two Companies in the following proportions (that is to say) :

When the gross receipts for any year do not amount to a sum exceeding Eight pounds per mile per week the Great Western Company's per-centage shall be Seventy per cent. of such receipts and the Princetown Company's per-centage shall be the remaining Thirty per cent. :

When the gross receipts for any year amount to a sum exceeding Eight pounds per mile per week but do not amount to a sum exceeding Ten pounds per mile per week :

The Great Western Company's per-centage shall be Sixty-five per cent. thereof and the Princetown Company's per-centage shall be the remaining Thirty-five per cent. :

When the gross receipts for any year amount to a sum exceeding Ten pounds per mile per week but do not amount to a sum exceeding Twelve pounds per mile per week :

The Great Western Company's per-centage shall be Sixty per cent. thereof and the Princetown Company's per-centage shall be the remaining Forty per cent. :

When the gross receipts for any year amount to a sum exceeding Twelve pounds per mile per week but do not amount to a sum exceeding Fifteen pounds per mile per week :

The Great Western Company's per-centage shall be Fifty-five per cent. thereof and the Princetown Company's per-centage shall be the remaining Forty-five per cent. :

When the gross receipts for any year amount to a sum exceeding Fifteen pounds per mile per week the Great Western Company's per-centage shall be a per-centage equal in amount to the per-centage of the working expenses for that year of the Great Western Railway and the balance shall be the Princetown Company's per-centage :

Subject to the payment of interest on the Princetown Debenture Debt as herein provided the Great Western Company shall retain their own per-centage as above provided and such per-centage shall cover all their expenses of and incident to the management maintenance repair working and user by them of the Princetown Railway and their other expenditure and liabilities under this Agreement:

The Great Western Company may retain out of the Princetown Company's per-centage any amount due to them for advances made by them for payment of the interest on the Princetown Debenture Debt or for any other purpose and which under this Agreement the Great Western Company are entitled to receive out of the Princetown Company's per-centage with interest on such advances at Four pounds ten shillings per cent. per annum from the date of the advance until payment.

Article 21. The Princetown Company shall apply the Princetown per-centage as follows:—

First. In payment of a sum not exceeding Four and a half per cent. on so much of the Princetown Debenture Debt (if any) not exceeding the sum of Twenty thousand pounds as may be created as aforesaid:

Secondly. In repayment to the Great Western Company of any sums which may have been advanced out of the Great Western per-centage in payment of advances made by them for payment of the interest on the Princetown Debenture Debt or for any other purpose and which under this Agreement the Great Western Company are entitled to retain out of the Princetown per-centage with interest thereon at the rate of Four pounds ten shillings per cent. per annum as aforesaid:

Thirdly. In payment of the tithes rentcharges rents rates or taxes usually paid by landowners (if any) and the property or income tax which have been or may be payable for the current period by the Princetown Company and of a reasonable sum not exceeding in the whole One hundred pounds a year for the remuneration of the directors and auditors of the Princetown Company and the salary of their secretary and officers (if any) and their office expenses:

Fourthly. In payment of dividends on the Princetown paid-up capital in the order following (that is to say):—

(a) In payment first of a dividend at the rate of Four per centum per annum on the amount for the time being paid up on the Princetown Railway "A" shares:

(b) In payment second of a dividend at the rate of Four per cent. per annum on the amount for the time being paid up on the Princetown Railway "B" shares:

(c) And the remainder (if any) in payment of a dividend on the Princetown Railway "C" shares.

Article 22. The gross amount referred to in Article 20 shall comprise the following namely (1) the gross tolls fares rates rents and charges including the usual Clearing House station to station terminals 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) All such station terminals in respect

A.D. 1883. of stations upon the Princetown Railway on through traffic arising at or terminating at stations upon the Princetown Railway Provided that in any case paid ons and moneys received or receivable for the collection cartage and delivery of goods and traffic of every description to or from any terminus or station of the Great Western Company's Railways or of the Princetown Railway shall not be included in such gross amount but the Great Western Company shall be entitled to deduct and retain the same prior to any division.

Article 23. The payments to be made by the Great Western Company to the Princetown Company to carry out the provisions of the foregoing Articles shall be made half-yearly within Fourteen days after the First day of February and the First day of August 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 Princetown 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 24. 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 25. With respect to all through traffic the accounts of the tolls fares rates and charges for the same shall be so kept as that an equal mileage proportion thereof except as herein-before specially provided including terminals shall be attributed to the Princetown Railway and the several railways from time to time worked or used by the Great Western Company respectively subject to any special division from time to time agreed between the Great Western Company and the Princetown Company or any other company and so as to show clearly the fairness of the apportionment.

Article 26. Each of the Companies will within Twenty-eight days after the Thirtieth day of June and Thirty-first day 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.

Article 27. If and whenever either of the Companies within Forty days after the transmission to them of any abstract of accounts 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 reopened.

Article 28. 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 Princetown Company their principal office in London or such other place as they shall from time to time give notice in writing of 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 in writing to the Princetown Company.

Article 29. The Princetown Company shall before the opening for public traffic of the Princetown Railway deliver or cause to be delivered to the Great Western Company free of charge the following:

1. Parliamentary Plans and Sections of the Princetown Railway:
2. 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 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 Princetown 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 Princetown 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 Princetown Company or may recover the same against the Princetown Company in any court of competent jurisdiction.

Article 30. No land belonging to the Princetown 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 present or proximate traffic of the Princetown Company's Railway and the Great Western Company if they think fit may in any lands of the Princetown Company excavate remove and use any material or materials which may be required for ballasting maintaining repairing or otherwise in connexion with the Princetown Railway or any part thereof without payment therefor.

Article 31. This Agreement is to be in perpetuity and to be subject to the approval of the proprietors of the Great Western Company and of the Princetown Company respectively at a general meeting of each of the said Companies specially convened for the purpose and the majority of 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.

Article 32. The Great Western Company may in the next or any subsequent Session apply to Parliament for a confirmation of this Agreement and the Princetown Company shall if required to do so by and at the cost of 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 to withdraw the same.

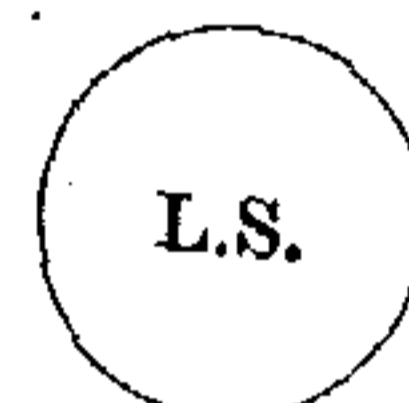
Article 33. If and whenever any difference arises between the Princetown Company or their assigns and the Great Western Company or their assigns

A.D. 1883. 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 breach 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 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 a single arbitrator to be appointed in case of difference by the Board of Trade on the application of either party and in all other respects in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be a difference between the Companies parties hereto and this article shall accordingly be and have effect as an Agreement between the Companies for arbitration under that Act.

In witness whereof the Companies parties hereto have hereunto affixed their respective Common Seals the day and year first above written.

The Common Seal of the Princetown Railway Company  
was hereunto affixed in the presence of

A. L. JENKINS,  
Secretary.



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### EIGHTH SCHEDULE.

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ARTICLES OF AGREEMENT made and entered into this Eighth day of February One thousand eight hundred and eighty-three between The Whitland and Cardigan Railway Company (herein-after called "the Cardigan Company") of the one part and The Great Western Railway Company (herein-after called "the Great Western Company") of the other part.

WHEREAS by the Whitland and Taf Vale Railway Act 1869 the Whitland and Taf Vale Railway Company were incorporated and were authorised to make a Railway about Fourteen miles in length from the South Wales Railway of the Great Western Company near Whitland to Crymmych Arms in the county of Pembroke (herein-after called "the Cardigan Railway") and the same Railway was duly constructed and opened for traffic as a Light

Railway in accordance with the provisions in that behalf contained in the Regulation of Railways Act 1868 And whereas by the first-mentioned Act the Cardigan Company were authorised to make agreements with the Great Western Company for (amongst other things) the working and management of the Cardigan Railway and the Great Western Company are willing upon the Cardigan Railway being converted from a Light Railway into an ordinary Railway and upon the completion of the Cardigan Extension Railway next herein-after mentioned to work and manage the same Railways upon the terms and conditions herein-after contained And whereas by the Whitland and Taf Vale (Cardigan Extension) Railway Act 1877 the name of the Whitland and Taf Vale Railway Company was changed to that of the Whitland and Cardigan Railway Company and they were authorised to extend their Railway for a distance of upwards of eleven miles to the town of Cardigan (which Railway is herein-after called "the Cardigan Extension Railway") and to raise capital to be applied exclusively to the Cardigan Extension Railway which it was provided should form a separate Undertaking of that Company And whereas the construction of the Cardigan Extension Railway was commenced soon after the passing of the Act of 1877 and a small portion of the share capital authorised by that Act was raised and expended upon the works which were afterwards stopped and have not since been resumed And whereas by the Whitland and Cardigan Railway Act 1881 the Cardigan Company were authorised to construct the deviation Railway therein mentioned and to raise further capital to be applied exclusively to the Cardigan Extension Railway and by the same Act the Company in addition to the sums therein mentioned were authorised to borrow on mortgage any sums not exceeding in the whole Fourteen thousand pounds which should be applied exclusively to the purposes of the Cardigan Railway (that was to say) for converting the same into an ordinary Railway and otherwise improving the same and it was provided that the principal and interest moneys so borrowed should have the same priority and rank *pari passu* with the principal and interest of the mortgages granted and the interest of the debenture stock issued under the authority of the said Whitland and Taf Vale Railway Act 1869 and of the Whitland and Taf Vale Railway (Additional Capital) Certificate 1874 therein recited And whereas by the Great Western Railway Act 1881 the Great Western Company and the Cardigan Company were subject to the provisions therein mentioned authorised to enter into and carry into effect agreements with reference to the working maintenance management and user of the Cardigan Railway and the Extension Railway and with respect to the regulation management and transmission of traffic on or beyond the same and the Railways of the Great Western Company respectively and the collection payment division apportionment appropriation and distribution of the tolls rates and charges arising in respect of any such traffic and the Great Western Company were also authorised to work and use the Railways and Works of the Cardigan Company and receive and levy rates and tolls in respect thereof And whereas the Cardigan Company intend to proceed forthwith with the construction of the Cardigan Extension Railway and they are desirous that the Great Western Company shall when the same has been completed work the same together with the Cardigan Railway and they have also requested the Great Western Company to obtain the advance of the sum

A.D. 1883. of Fourteen thousand pounds towards defraying the cost of relaying as an ordinary Railway and repairing the Cardigan Railway And whereas upon the completion of the Cardigan Extension Railway the convenience of the public and the interest of the Companies parties hereto would be promoted by the working by the Great Western Company of the same and of the Cardigan Railway in connexion with the Railways of the Great Western Company and the Companies parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing And whereas certain sums are payable by the Cardigan Company to the Great Western Company in respect of toll for the user of the South Wales Railway between the Whitland Station and the junction with the Cardigan Railway and (as may be agreed from time to time as in the said Whitland and Taf Vale Railway Act 1869 mentioned) in respect of the Whitland Station and of the expenses relating to the said junction And whereas the Cardigan Company are in respect of the Cardigan Railway indebted to the Great Western Company in the sum of Three thousand five hundred and eighty-six pounds nineteen shillings and one penny on traffic and general account and it has been arranged that with a view to redeeming to a certain extent the amount of such indebtedness the Great Western Company shall on the completion of the Cardigan Extension Railway take over at a valuation the rolling stock belonging to the Cardigan Company subject as herein-after mentioned and that thereupon the amount of such valuation shall be written off the amount which may then be due to the Great Western Company and accepted by that Company in discharge pro tanto of the moneys then owing to them on such traffic and general account Now therefore these presents witness and it is hereby mutually agreed and declared between and by the Cardigan Company for themselves and their assigns and the Great Western Company for themselves and their assigns as follows (namely) :—

Article 1. The expression "the Cardigan Railway" wherever herein-after employed (except where otherwise expressly or by inference qualified or explained) means and includes the Railway authorised by the Whitland and Taf Vale Railway Act 1869 and the expression "the Cardigan Extension Railway" wherever herein-after employed (except as aforesaid) means and includes the Railway authorised by the Whitland and Taf Vale (Cardigan Extension) Railway Act 1877 subject to such alterations or deviations thereof as may be agreed upon between the Cardigan Company and the Great Western Company or sanctioned by Parliament and the sidings works and conveniences connected with the same Railways respectively The expression "the Cardigan Railways" wherever herein-after employed (except as aforesaid) means and includes the Cardigan Railway and the Cardigan Extension Railway and the expression "the engineer" wherever hereafter employed means the engineer-in-chief for the time being of the Great Western Railway.

Article 2. The word "traffic" wherever herein-after employed means and includes all passenger parcel animal goods mineral troops police and mails and other traffic whatsoever whether local or through and the words "local traffic" wherever herein-after used mean and include traffic originating and terminating on the Cardigan Railways and the words "through traffic" wherever herein-after used mean and include traffic passing over the Cardigan Railways or some part thereof and also over some part of the Railways from time to time owned leased or worked by the Great Western Company.

Article 3. The Cardigan Company shall with all reasonable despatch construct and complete the Cardigan Extension Railway with a single line of rails on the

narrow gauge with efficient permanent way and all proper and sufficient junctions stations station-houses according to Plans already signed by the engineer as relative hereto together with all level crossings cottages sidings passing places sheds cattle pens fixed cranes weigh bridges water tanks water cranes connected with a sufficient supply of water and turntables signal lamps station fittings and furniture ticket cases electric telegraph and all other works conveniences fixtures fittings and appliances necessary for the complete equipment of the line and the reception loading unloading and conveyance of the traffic thereon as are usually provided by an owning Company (except rolling stock and consumable stores) to the reasonable satisfaction of the Engineer and so that the Cardigan Extension Railway shall be approved by the Government Inspector of Railways being in all respects fit to be opened and used for public traffic And the Cardigan Company will for the first Twelve months after the opening of the Cardigan Extension Railway maintain the same and all the various matters and things mentioned in this Article (except rolling stock furniture and movable appliances) in substantial repair and good working order and condition.

Article 4. The Cardigan Company will prior to the completion of the Cardigan Extension Railway relay the Cardigan Railway with steel rails weighing not less than Seventy-two pounds per yard and will construct such works and execute such repairs and renewals within the limits of the Cardigan Company's property including the flattening and improvement to a radius of not less than Twelve chains of all such curves as have at present a less radius than Twelve chains and will erect all proper and substantial fences and gates so as to put the line in efficient working order to the reasonable satisfaction of the engineer and render it thoroughly fit for the conveyance of traffic over it.

Article 5. The relaying of and the works alterations repairs and renewals in connexion with the Cardigan Railway shall be commenced at such a date prior to the expected completion of the Cardigan Extension Railway as may reasonably be fixed by the engineer the intention being that the relaying and repairing of the Cardigan Railway shall be completed concurrently with the completion of the Cardigan Extension Railway and such relaying and repairing shall be carried out and completed under the inspection and direction and to the reasonable satisfaction of the engineer.

Article 6. The Great Western Company will either advance or procure parties to advance to the Cardigan Company a sum not exceeding Fourteen thousand pounds to defray the costs of such relaying repairs and renewals and the cost thereof not exceeding Fourteen thousand pounds in all shall from time to time be paid to the Cardigan Company by such instalments as the engineer may from time to time certify to be due according to the work actually executed.

Article 7. The interest upon the Fourteen thousand pounds to be advanced as aforesaid or such less sum as may be actually advanced for the cost of relaying repairing and renewing the Cardigan Railway and of other works connected therewith shall be a charge as herein-after provided on the gross receipts of the Cardigan Railway after payment of the working expenses and rentcharges amounting to Two hundred and thirty-four pounds per annum and such interest shall as to two thirds thereof have the same priority and rank *pari passu* with the interest of the debenture stock under the authority of the Act of 1869 and as to the remaining one third thereof shall have the same priority and rank *pari passu* with the interest of the debentures under the Certificate of 1874 and in the event of the net receipts after payment of such working expenses and rentcharges not

A.D. 1883.

being sufficient to pay Four pounds ten shillings per cent. on such debenture stock and debentures and on the amount to be advanced as aforesaid then the interest on the debenture stock and debentures and on the amount so advanced shall abate rateably and pari passu due regard being had to the priorities hereinbefore mentioned: Provided always that if the said sum of Fourteen thousand pounds shall in the opinion of the two engineers of the Great Western and Cardigan Companies be insufficient to cover the necessary expenditure for the relaying of and the works repairs and renewals in connexion with the Cardigan Railway as hereinbefore mentioned then it is agreed between the parties that a further sum not exceeding Three thousand pounds may or shall be expended for that purpose and the Great Western Company will either advance or procure parties to advance to the Cardigan Company for such expenditure a further sum of Three thousand pounds to be paid to the Cardigan Company by such instalments as the engineer may from time to time certify to be due according to the work actually executed and the Great Western Company shall accept and take or will make such arrangements as will secure that the parties making such advances shall accept and take for and in respect of such sum of Three thousand pounds or for and in respect of any less sum which may be so advanced a like amount of new preference shares in the existing Undertaking of the Cardigan Company to be issued by the Cardigan Company under the Whitland and Taf Vale (Cardigan Extension) Railway Act 1877 at a preferential dividend of Five pounds per centum per annum and the Cardigan Company shall issue or deliver to the Great Western Company or to the parties making such advances such new preference shares accordingly.

Article 8. Upon the completion of the Cardigan Extension Railway and upon the completion of the relaying and improvement of the Cardigan Railway in accordance with the provisions herein contained both which events are hereafter meant and included in the expression "the completion of the Cardigan Railways" the engines and rolling stock (now consisting of three engines six carriages two break vans and ten waggons) shall so far as any interest which the Cardigan Company may have in the same be handed over to and become the absolute property of the Great Western Company subject to any rent or charges then due thereon and the value of such engines and rolling stock (to be settled failing agreement by arbitration) after providing for and paying off the amount of all such rent and charges as may then be due upon such stock shall be written off by the Great Western Company from and accepted and applied by them in reduction of the sum which may then be due to them from the Cardigan Company on traffic and general account and the Cardigan Company shall in the meantime keep such rolling stock in good and efficient repair and condition and shall pay all instalments of rent in respect of the same as and when they become due and payable.

Article 9. The Great Western Company may deduct any balance which shall be due to them from the Cardigan Company on the traffic and general account after the value of the engines and rolling stock of the Cardigan Company has been written off in reduction of such account as in the last Article mentioned out of any moneys from time to time in their hands and payable to the Cardigan Company under this Agreement in respect of the Cardigan Railway.

Article 10. Before the completion of the Cardigan Railways the Cardigan Company will to the reasonable satisfaction of the engineer make all such arrangements as shall be proper and sufficient for enabling the Great Western Company on and after the opening of the same for public traffic to use and work the same according to this Agreement.

Article 11. If and whenever after the completion of the Cardigan Railways any additional sidings or other works or conveniences become necessary for the due development or the safe and convenient reception accommodation conveyance or delivery of traffic on the Cardigan Railways or for compliance with the requirements of any Act of Parliament or of the Board of Trade or the obligation of any contract binding on the Cardigan Company the same shall at the request of the Great Western Company be provided to the reasonable satisfaction of the Great Western Company by the Cardigan Company at the expense or out of the capital of the Cardigan Railway or the Cardigan Extension Railway (as the case may be) and the same when completed shall for the purpose of this Agreement be deemed to be part of the Cardigan Railway or the Cardigan Extension Railway (as the case may be) and in the event of difference between the Cardigan 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. Provided always that the Cardigan Company shall not be bound to make or incur for the purposes of this Agreement any expenditure or liability exceeding in the whole the amount of money applicable in that behalf which they may from time to time be authorised and able to raise by shares and by borrowing respectively.

Article 12. The Cardigan Company will not at any time after the completion of the Cardigan Railways act as carriers thereon or on any part thereof respectively and they will abstain from doing or concurring in anything which may 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 13. From and after the completion of the Cardigan Railways and the coming into effect of this Agreement and during the continuance thereof the Great Western Company shall have receive and take for their own benefit and as part of their own receipts the proportion of tolls fares rates and charges payable for all traffic of the Cardigan Railways for and in respect of the portion of the South Wales Railway between the Whitland Station and the junction with the Cardigan Railway and thereupon all payments from the Cardigan Company to the Great Western Company for and in respect of the use of the said portion of the South Wales Railway and the expenses of and relating to the said junction (other than for and in respect of the rent of the Whitland Station for the traffic of the Cardigan Railway and for the facilities and accommodation booking and invoicing thereof at such station under the Whitland and Taf Vale Railway Act 1869) shall cease and the Cardigan Company shall be as and from such opening released from all payments in respect of the user of such portion of line and of junction expenses respectively.

Article 14. Upon completion of the Cardigan Railways and during the continuance of this Agreement the Great Western Company may and will manage work and use the Cardigan Railways and the traffic thereon respectively in accordance with this Agreement but the Great Western Company shall not be required to work any portion of the Cardigan Railways respectively until the Cardigan Railways have been completed.

Article 15. After the completion of the Cardigan Railways so far as concerns the Cardigan Railway and from and after the expiration of Twelve months from the completion of the Cardigan Railways so far as concerns the Cardigan Extension Railway the Great Western Company will during the continuance of this

[Ch. cxcii.] *Great Western Railway Act, 1883.* [46 & 47 VICT.]

A.D. 1883. Agreement maintain and keep the same Railways respectively and the junctions stations station houses level crossings cottages sidings passing places sheds cattle pens cranes weigh bridges water tanks water cranes fittings furniture ticket cases electric telegraphs and all other works conveniences fixtures fittings and appliances in substantial repair and good working order and condition.

Article 16. After the completion of the Cardigan Railways and during the continuance of this Agreement the Great Western Company will work the same in connexion with their system of Railways and convey traffic thereon in a proper safe and convenient manner and so as fairly to develop the traffic of the district to be served by the Cardigan Railways and to accommodate the traffic to be conveyed to from and over the same respectively and from time to time will run a reasonably proper and sufficient number of trains thereover and thereon such trains to be timed to run in connexion with trains on the main line of the Great Western Railway as far as possible.

Article 17. With respect to the conveyance of troops police or mails or other traffic (if any) which the Cardigan Company are from time to time specially called on to convey on the Cardigan Railways or any part thereof respectively the Great Western Company will after the completion of the Cardigan Railways from time to time act as agents for the Cardigan Company in carrying the same and duly perform their duties in that behalf.

Article 18. Upon the completion of the Cardigan Railways and during the continuance of this Agreement the Great Western Company will provide and employ all station masters booking clerks porters engine drivers guards watchmen workmen and servants and all other officers of the Cardigan Company (except the secretary and his staff if any) and will supply all such locomotive power engines carriages trucks rolling stock (but not waggons or trucks for mineral traffic) plant stores materials and labour as shall be proper and sufficient for the working and user of the Cardigan Railways and every portion thereof respectively by the Great Western Company and the reception accommodation conveyance and delivery by them of traffic thereon and the Cardigan Company shall not be bound to employ or provide any such person or thing.

Article 19. Upon the completion of the Cardigan Railways 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 the Cardigan Railways all the rights powers and privileges whatsoever in that behalf of the Cardigan Company and as fully and effectually as if the Cardigan Railways were part of the Great Western Railway.

Article 20. 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 Cardigan Railways and the traffic thereon contained in the Acts from time to time in force with respect to the same respectively and will at all times fully and freely indemnify and save harmless the Cardigan 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 21. Upon the completion of the Cardigan Railways and during the continuance of this Agreement the Great Western Company will bear and pay all rates taxes and other outgoings fairly chargeable to revenue according to the ordinary practice of Railway Companies except rentcharges for land and income tax and the remuneration of the directors and auditors of the Cardigan Company and the salaries of their secretary and officers (if any) and their office expenses.

Article 22. Except as herein otherwise provided the Great Western Company from time to time after the completion of the Cardigan Railways shall make and satisfy all expenditure and liability with respect to the working and maintenance of the Cardigan Railways but they shall not be required to make or satisfy any expenditure or liability properly chargeable against capital which shall from time to time be made or satisfied by the Cardigan Company out of their available capital funds.

Article 23. If after the completion of the Cardigan Railways and during the continuance of this Agreement the Great Western Company shall under the terms hereof or compulsorily under any Act of Parliament or requirement of the Board of Trade make or satisfy any expenditure or liability of the Cardigan Company properly chargeable against capital or make any other payments for or advances to the Cardigan Company at their request the amount paid or applied or advanced by the Great Western Company in that behalf shall be a debt due to them from the Cardigan Company and shall be charged upon and against the Cardigan Railway or the Cardigan Extension Railway or the capitals of the said Railways respectively (as the case may be) 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 and shall so far as respects any expenditure liability or advances properly chargeable to capital be repaid by the Cardigan Company to the Great Western Company out of the first capital of the Cardigan Railway or Cardigan Extension Railway (as the case may be) which may be or can be made available for that purpose and application shall if necessary be made to Parliament or to the Board of Trade for power to raise such capital as may be necessary and the amount of the interest from time to time due on any such capital advances as aforesaid and the principal (together with interest thereon as aforesaid) of any such expenditure liability or advance properly chargeable against revenue may be deducted by the Great Western Company from any moneys then or thereafter in their hands on revenue account and otherwise payable to the Cardigan Company.

Article 24. After the completion of the Cardigan Railways and during the continuance of this Agreement the tolls rates fares and charges in respect of the same and of the traffic thereon shall from time to time be fixed by the Great Western Company and the tolls fares rates and charges shall be collected recovered and received 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 Cardigan Company or any part thereof respectively 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 (including terminal charges) shall be so fixed by the Great Western Company as under all the circumstances fairly to develop the traffic and in the event of the Cardigan Company objecting to any of the tolls fares rates and charges so fixed the same shall be settled by arbitration in the manner herein-after provided.

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Article 25. The gross amount of all tolls fares rates and charges from time to time payable to the Cardigan Company and the Great Western Company respectively in respect of the Cardigan Railways and receivable by the Great Western Company shall be divided between and shall belong to the two Companies in the following proportions (namely) During the first year after the Great Western Company commence to work the Cardigan Railways Seventy per cent. of such amount to the Great Western Company and Thirty per cent. thereof to the Cardigan Company and during the second and subsequent years Sixty-five per cent. of such amount to the Great Western Company and Thirty-five per cent. thereof to the Cardigan Company provided always that when the gross receipts in any year average Nine pounds ten shillings per mile per week the Great Western Company shall accept Sixty-two and a half per cent. of the gross receipts for that year and the remaining Thirty-seven and a half per cent. thereof shall belong to the Cardigan Company and that when the gross receipts in any year average Ten pounds per mile per week the Great Western Company shall accept Sixty per cent. of the gross receipts for that year and the remaining Forty per cent. thereof shall belong to the Cardigan Company and that when the gross receipts in any year average Eleven pounds per mile per week the Great Western Company shall accept Fifty-seven and a half per cent. of the gross receipts for that year and the remaining Forty-two and a half per cent. thereof shall belong to the Cardigan Company and that when the gross receipts in any year average Twelve pounds per mile per week the Great Western Company shall accept Fifty-five per cent. of the gross receipts for that year and the remaining Forty-five per cent. thereof shall belong to the Cardigan Company.

Article 26. The Great Western Company shall keep such accounts both of local and through traffic as will enable them to properly apportion between the Cardigan Railway and the Cardigan Extension Railway the Cardigan Company's per-centage of the receipts according to the distance which all such traffic respectively shall have passed either over the Cardigan Railway and the Cardigan Extension Railway or over either of such Railways and the Cardigan Company (subject to the provisions of this Agreement) shall apply the per-centage payable in respect of the Cardigan Railway as follows :—

First. In payment of the property or income tax and of the rentcharges for land and all other rents or charges which have been or may be payable for the current period by the Cardigan Company in respect of the Cardigan Railway :

Secondly. In payment of a part or share of a reasonable sum for the remuneration of their directors and auditors and the salary of their secretary and officers (if any) and their office expenses such part or share being calculated and ascertained in proportion to the length of the Cardigan Railway to that of the Cardigan Extension Railway but such part or share shall not exceed One hundred pounds per annum unless and until the dividends on the Preference Capital of the Cardigan Railway are first paid in full :

Thirdly. In payment *pari passu* as in the Seventh Article of this Agreement mentioned of interest not exceeding Four pounds ten shillings per cent. per annum on the debenture stock and debentures of the Cardigan Company and on any moneys procured to be advanced by the Great Western Company under Article Six of this Agreement :

Fourthly. In payment of dividends on the paid up capital of the Cardigan Railway under the said Act and Certificate according to the respective priorities (if any) of such capital :

And the Cardigan Company shall (subject as aforesaid) apply the per-centage payable in respect of the Cardigan Extension Railway :—

First. In payment of the property or income tax and all rentcharges for land which have been or may be payable for the current period by the Cardigan Company in respect of the Cardigan Extension Railway :

Secondly. In payment of a part or share of a reasonable sum for the remuneration of their directors and auditors and the salary of their secretary and officers (if any) and their office expenses such part or share to be ascertained and calculated in proportion to the length of the Cardigan Railway and the Cardigan Extension Railway but such part or share shall not exceed One hundred pounds per annum unless and until the dividends on the preference capital of the Cardigan Extension Railway are first paid in full :

Thirdly. In payment of a sum not exceeding Five pounds per centum per annum on the debenture debt of the Cardigan Extension Railway :

Fourthly. In payment of dividends on the paid up capital of the Cardigan Extension Railway according to the respective priorities (if any) of such capital.

Article 27. The gross amount referred to in Article 25 shall comprise all gross tolls fares rates and charges receivable in respect of all local traffic including all terminals on the clearing house basis for the time being and the usual clearing house station to station terminals and a full mileage proportion of all gross tolls fares rates and charges receivable in respect of all through traffic including the clearing house terminal on traffic arising or terminating at stations upon the Cardigan Railways the Whitland station of the Great Western Railway being considered for this purpose a station upon the Cardigan Railways in respect of traffic carried over those Railways or either of them but not including in any case paid ons and moneys received or receivable and actually paid or expended for the collection cartage and delivery of goods and traffic of every description to or from any terminus or station to or from which such traffic has been carried and in respect of that arising at or destined for any station on the Great Western Railway or the Cardigan Railways the whole of which the Great Western Company shall be entitled to deduct and retain prior to any division.

Article 28. In case any interval less than half a year shall elapse between the completion of the Cardigan Railways and the Thirtieth day of June or the Thirty-first day of December then next ensuing (as the case may be) the provisions of the two Articles last preceding shall apply mutatis mutandis to such shorter period.

Article 29. The payments to be made by the Cardigan Company for the purposes expressed in Article 26 shall be made at such times as to secure the payment of the remuneration salary and dividend respectively half yearly on the Thirtieth day of June and the Thirty-first day of December in every year or within Forty days after those days respectively and the payment of the office expenses and interest respectively when and as the same respectively become payable.

Article 30. 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 all reasonable times for the inspection 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

[Ch. cxciii.] *Great Western Railway Act, 1883.* [46 & 47 VICT.]

A.D. 1883. inspection and so far as may be reasonably necessary for the transcription of such accounts and vouchers.

Article 31. With respect to all traffic the accounts of the tolls fares rates and charges for the same shall be so kept as that there shall be attributed to the Cardigan Railways an equal mileage proportion thereof including clearing house terminals as aforesaid or where any special division may from time to time be made between the Great Western Company and the Cardigan Company or any other Company then a proportion according to such special division and such accounts shall be so kept as to show clearly the correctness of the respective apportionments.

Article 32. Each of the Companies will within Forty days after the Thirtieth day of June and the Thirty-first day 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.

Article 33. If and whenever either of the Companies within Three calendar months after the transmission to them of any abstract of accounts require the other Company to verify the same they will do so and the abstract of accounts shall if necessary be made correct and such account shall thenceforth be deemed a settled account or if they permit the Three calendar months 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 reopened.

Article 34. 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 as regards the Cardigan Company at their principal office for the time being or such other place as they shall from time to time give notice in writing of to the Great Western Company and as regards the Great Western Company at their principal office at Paddington or such other place as they shall from time to time give notice in writing of to the Cardigan Company.

Article 35. On the completion of this Agreement the Cardigan Company shall with all reasonable despatch commence the construction of the Cardigan Extension Railway and shall thenceforth continuously construct and complete the same so that the same shall be ready for opening in accordance with this Agreement within the time limited by the Cardigan Company's Acts for the construction of the Extension Railway.

Article 36. If and whenever any difference arises between the Cardigan Company or their assigns and the Great Western Company or their assigns touching the true intent and 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 nonfulfilment or alleged breach or alleged nonfulfilment of this Agreement or touching any liability damages losses costs or expenses by reason of any such breach or nonfulfilment or alleged breach or alleged nonfulfilment 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 fail to determine thereon the same as well as every other question or matter herein-before provided to be deter-

mined by arbitration shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the Companies parties hereto and this Article shall accordingly be and have effect as an agreement between the Companies for arbitration under that Act.

Article 37. Either Company may apply to Parliament in the ensuing or any subsequent Session for the confirmation of this Agreement and the other Company shall on the request of the Company so applying use their best endeavours to obtain such confirmation.

In witness whereof the Companies parties hereto have hereunto affixed their respective Common Seals the day and year first before written.

The Common Seal of the Great Western Railway Company  
was hereunto affixed in the presence of

G. COTTMAN  
Assistant Secretary.



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### NINTH SCHEDULE.

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AN AGREEMENT made the First day of July One thousand eight hundred and seventy-six between The Great Western Railway Company (herein-after called "the Great Western Company") of the one part and The Llangollen and Corwen Railway Company (herein-after called "the Corwen Company") of the other part.

WHEREAS by an Act of Parliament of the Session of the year One thousand eight hundred and sixty having the short title of the Llangollen and Corwen Railway Act 1860 and in which Act the Companies Clauses Consolidation Act 1845 the Lands Clauses Consolidation Act 1845 and the Railways Clauses Consolidation Act 1845 are incorporated The said Llangollen and Corwen Railway Company were incorporated for making a Railway from Llangollen in the county of Denbigh to Corwen in the county of Merioneth and by the same Act it was also enacted that it should be lawful for the Company thereby incorporated and the Great Western Company and the Vale of Llangollen Railway Company or either of the last-named Companies from time to time to make any contracts and agreements with respect to—First the user working and maintenance by the Great Western Company and the Vale of Llangollen Railway Company or either of them of all or any part of the Railway thereby authorised and the stations sidings watering places and all other works and conveniences belonging thereto and likewise the user and working by the Company (meaning thereby the Corwen Company) of the Great Western Railway or the Vale of Llangollen Railway or any part thereof respectively and of the stations sidings watering places and all other works and conveniences belonging to the said railways respectively Secondly the conveyance by the Great Western Company and the Vale of Llangollen Railway Company or either of them of all or any part of the traffic passing

A.D. 1883. upon or over the Railway thereby authorised or any part thereof Thirdly the supply of any rolling or working stock to or by the Company thereby incorporated Fourthly the accommodation conveyance forwarding interchange and management of traffic in to and from the Railways of the said respective Companies or any part thereof respectively Fifthly the division between the Companies parties to such contracts of the profits and receipts arising from the traffic upon their respective railways or any part thereof respectively Sixthly the tolls rates duties and charges rent or other consideration to be charged in respect of such traffic or to be paid in respect of such user and the fixing and apportioning of such tolls rates duties and charges rent or other consideration or any of them Provided always that any such contract should not be for more than Ten years and should not be valid and binding unless approved of by the Board of Trade. And whereas the Vale of Llangollen Railway has been hitherto and is now worked by the Great Western Company in connexion with and in continuation of their own lines of Railway under the provisions of a certain Agreement dated the Thirtieth day of August One thousand eight hundred and seventy-one between the two Companies entered into under the authority of the Vale of Llangollen Railway Act 1859 and confirmed by the Board of Trade And whereas the Llangollen and Corwen Railway commences by a junction with the Vale of Llangollen Railway at its Llangollen terminus and in connexion with lines west of Corwen is practically an extension of that Railway into those districts in connexion with the Great Western system of Railways and since the opening of the Llangollen and Corwen Railway for public traffic it has been worked maintained and managed by the Great Western Company under and by virtue of an Agreement dated the First day of July One thousand eight hundred and sixty-five but the term mentioned in the said Agreement has expired and with a view as well to the economical management of the said Railway as to the accommodation of the public it is expedient that the said Railway should continue to be worked maintained and managed as heretofore by the Great Western Company Now therefore with the objects and for the consideration herein appearing it is hereby agreed by and between the said Corwen Company and the Great Western Company as follows (that is to say) :—

1. The term "Railway" whenever herein-after used means the Llangollen and Corwen Railway as constructed and all the stations sidings sheds bridges roads fences culverts drains watercourses junctions signals works and appliances constructed by the Corwen Company out of capital including office fixtures and furniture and a telegraphic apparatus having three lines of wire and all suitable instruments.

2. The Great Western Company at their expense shall and will from and after the date hereof use and work the Railway in connexion with and in continuation of their own lines of Railway and the Vale of Llangollen Railway and with Railways west of Corwen which may be worked by them and shall and will provide all locomotive power rolling stock plant superintendents police porters and other servants horses carriages stationery and conveniences necessary and proper for so carrying on and working the traffic of the said Railway and shall and will use and work the same efficiently and so as fairly to develop protect and maintain the traffic naturally belonging to the said Corwen Railway and shall not nor will directly or indirectly divert traffic or any part thereof from the said Railway where such Railway alone or in conjunction with others forms the shortest route Provided nevertheless that it shall not be incumbent on the Great Western Company to supply and provide waggons or trucks for the conveyance of

minerals coal stone ore or other articles of the like nature taken in large quantities or at special rates to the extent and under circumstances similar to those under which it may be the practice for freighters generally to find their own waggons or trucks upon the Shrewsbury and Chester Section of the Great Western Railway but in the event of the said Great Western Company declining to find or provide such trucks or waggons they shall afford all reasonable facilities for the transit of trucks or waggons found by the Corwen Company or freighters upon the said line as they may for the time being be supplying in similar cases on their Shrewsbury and Chester line of Railway Provided also that all locomotive railway and other stock plant and materials supplied by the Great Western Company for the user or working of the Railway shall belong absolutely to the Great Western Company and shall not be considered to be in possession of the Corwen Company or liable in any manner to the debts and engagements of that Company Provided also that the Railway for all purposes of this Agreement shall be considered as including only the lands actually required for the working and maintenance of the Railway and stations whether now fenced off or not and that the right of the Corwen Company to deal with any surplus lands not actually so required shall not be restricted or affected by these presents it being understood that they are to fence off such surplus lands.

3. The Great Western Company recognise and engage to fulfil during their user of the Railway certain engagements which have been entered into by the Corwen Company with Lieutenant Colonel Charles John Tottenham by Agreement dated Twenty-sixth August One thousand eight hundred and sixty-one.

4. The arrangements hereby made for using and working the Railway shall so far as the said Companies can agree thereto and subject to the provisions of the Forty-fifth to the Fifty-third Sections of the Llangollen and Corwen Railway Act 1860 and of these presents continue in perpetuity and the said Companies shall respectively do what is necessary and proper so far as they lawfully can to get this arrangement renewed every Ten years Provided always that if the sanction of the Railway Commissioners or of Parliament shall not be given to this Agreement as an arrangement in perpetuity then the term of years for and during which the arrangement for using and working the said Railway on the terms and in the manner herein provided shall subsist shall be the largest which the said Railway Commissioners or Parliament shall sanction or allow.

5. The said Railway and all the works thereon and all stations fences culverts drains watercourses and other works conveniences and appliances connected therewith shall be kept in effectual repair and good working condition by and at the expense of the Great Western Company and the same Company shall during the whole period of their working the Railway pay all rates and taxes and all other expenses usually paid out of revenue excepting the expenses of the Board of Directors and of the Secretary and Auditors of the Corwen Company and of any clerk or establishment maintained by them or him.

6. The tolls rates and charges for the local and through traffic passing over the Railway or any portion thereof shall be received by the Great Western Company and shall be the tolls rates and charges to be from time to time agreed to between the two Companies or to be settled by arbitration in manner herein-after mentioned in case of difference and the usual charges for terminals fixed for the time being by the rules of the Railway Companies Clearing House in respect of any description of traffic on which terminal charges are now or may hereafter be fixed shall be credited to the Corwen Company in addition to the said tolls rates and

[Ch. cxciii.] *Great Western Railway Act, 1883.* [46 & 47 VICT.]

A.D. 1883.

charges or the apportionment thereof as the case may be. Provided nevertheless and it is hereby declared that this Article so far only as it applies to fixing of tolls rates or charges shall not apply to the case of excursion trains or passengers or goods carried under special agreement as to which traffic the tolls rates and charges upon the Railway shall be in mileage proportion to those paid upon the Vale of Llangollen Great Western and other railways from or to which such traffic shall come or proceed. The directors engineer secretary and solicitor of the Corwen Company shall so far as the consent of the Great Western Company may be requisite be entitled to free passes between Ruabon and Dolgelly.

7. Proper and regular books of accounts such as are usually kept by railway companies in relation to their traffic and their receipts or proportion of receipts and the mode of apportioning the same shall at all times be kept by the Great Western Company and be at all reasonable times open to the inspection of the Corwen Company and all persons by their appointment to examine and take copies thereof and make extracts therefrom and the Great Western Company shall transmit to the Corwen Company within Thirty days after the end of every calendar month an account showing the amount of the receipts of the said traffic the number of each description of passengers and the tonnage of goods and minerals applicable to the Railway for such month and shall also keep and render half yearly on the Twentieth day of February and the Twentieth day of August to the said Corwen Company true and accurate accounts of the total receipts and takings from and in respect of the traffic carried upon the said Railway for the previous half year ending the Thirty-first day of December and Thirtieth day of June as the case may be and allow the Corwen Company or any person or persons appointed by them to inspect and examine and make extracts from the accounts so kept at all reasonable times and shall and will if and when required produce for inspection to the Corwen Company or their agents as aforesaid all tickets accounts vouchers and documents in their custody or power for showing and evidencing the accuracy of such accounts. After any such accounts shall have been so made out and delivered all objections thereto (if any) shall be made in writing within Forty days from the delivery of such account and from that period the whole account if no part thereof shall have been objected to or such part thereof as shall not have been objected to if any objection thereto be made shall be treated as having been settled and adjusted and shall not be afterwards opened or questioned but if any dispute question or difference shall arise on such account or any item or items thereof within the period aforesaid the question in difference as to the item or items objected to unless the same can be settled by the parties hereto by agreement between themselves shall be referred to and settled by some person to be agreed upon by the Corwen Company and the Great Western Company respectively and if they cannot agree then by some person to be nominated by the Board of Trade and the certificate in writing of the person so agreed upon or nominated as aforesaid without any formal award shall be binding and conclusive on the parties hereto respectively as to the matters so referred to them.

8. The Great Western Company shall duly and faithfully account to the Corwen Company for and in respect of the gross receipts and apportionment of receipts of and from or in respect of the traffic upon or over the Railway and every or any part thereof from whatever source arising (other than and not being tolls paid by other Companies for the use of the Railway herein-after specially provided for) such receipts being the sums or total sum received therefrom or apportioned thereto after deducting all such sums as may be paid or payable to any person or Company in respect of the traffic under the usual designation of



“paid on” or “paid out” and after deducting the expenses of collection or delivery outside the premises of the Railway the Great Western Company shall out of such gross receipts as last aforesaid first defray the interest which shall accrue and as and when the same shall from time to time become due on the mortgage or bond debts of the Corwen Company which they are now empowered by the said recited Act to raise not exceeding Thirty thousand pounds and shall in the next place retain Sixty per cent. of the remainder after defraying such interest as last aforesaid of such gross receipts for and in respect of the maintenance of the Railway and the works thereof and all the expenses herein-before provided for and in respect of use of rolling stock and plant working expenses passenger duty rates taxes and other charges essential to the conduct of the traffic of the said Railway and shall pay over to the Corwen Company the remaining Forty per cent. of the aforesaid residue of such gross receipts for their own benefit as aforesaid such last-mentioned payment to be made half yearly in the months of February and August in each year Provided always that in case the aforesaid mortgage or bond debt or any part thereof shall be paid off or capitalised by the said Corwen Company the interest in respect of such debt or such part thereof as shall have been so paid off or capitalised shall be accounted for and paid to the said Corwen Company in the same manner in all respects as if the same had continued an outstanding debt on the debentures of the said Company The Great Western Company shall in like manner account for and pay to the Corwen Company all tolls and other charges (if any) received from other railway companies or persons for the use of the Railway and the stations and works thereof after deducting therefrom such per-centage as may be agreed upon between the two Companies or as may be fixed by arbitration in case of difference.

9. In consideration of the peculiar local circumstances of the Railway and of the benefit which its construction will afford to the Great Western Company it is agreed that in addition to the share of the receipts from traffic and tolls herein-before agreed to be paid by the Great Western Company to the Corwen Company the Great Western Company shall also pay to the Corwen Company an annual sum of Eight hundred pounds to be paid half yearly at the same period as the share of the Corwen Company of the traffic earnings of their Railway is hereby made payable and shall also pay to the Corwen Company such further annual sum as shall be equal to interest at the rate of Four pounds ten shillings per cent. per annum on the actual outlay of the said Company for telegraph and telegraph instruments as aforesaid such interest to be paid half yearly as aforesaid and the first payment in respect thereof to be made on the First of such half-yearly days as shall next follow the date hereof.

10. Subject and without prejudice to the foregoing provisions the Great Western Company are to have and to be entitled to during the continuance of this Agreement all the rights and powers of the Corwen Company to make charges rates and tolls under the Llangollen and Corwen Railway Act 1860 and all other the powers rights and privileges of the Corwen Company under that Act so far as they relate to or arise out of the user or working of the said Railway and premises and the rates tolls and charges payable for traffic thereon and for any of the services performed or the accommodation found in respect thereof and so that the Great Western Company may use the name of the Corwen Company for the purpose of exercising or enforcing such rights powers and privileges indemnifying the Corwen Company against all damages and costs arising out of such proceedings.

[Ch. cxcii.] *Great Western Railway Act, 1883.* [46 & 47 VICT.]

A.D. 1883. to time (unless that Company paid a dividend for the then current year at the rate of Five pounds per cent.) the rebate therein mentioned And it was thereby also provided that such rebate should not exceed in any year the sum of Two thousand pounds that only so much of such rebate as should be necessary to make up a dividend at the rate of Five pounds per cent. should be allowed in any year and that such rebate when payable should be allowed by the Great Western Company to the Portishead Company on each yearly settlement of accounts :

And whereas by the Great Western Railway Act 1880 after reciting (amongst other things) that it was expedient that the Great Western Company and the Portishead Company should be empowered to make and carry into effect Agreements as to the alteration mixing and conversion of the gauge of the Railway of the Portishead Company and the other matters therein-after mentioned and that the Great Western Company should be empowered to advance or lend money to the Portishead Company for the purposes of such Agreement as therein-after mentioned it was amongst other things enacted (Section 38) that the Great Western Company and the Portishead Company might enter into and carry into effect contracts agreements or arrangements as to the following matters or any of them namely :

- (a) The alteration or mixing of the gauge of the Railway of the Portishead Company or any portion thereof :
- (b) The advance of money by the Great Western Company to the Portishead Company for or in respect of such alteration or conversion of gauge or incident thereto and as to the payment of the interest thereon and also the repayment of the principal :
- (c) The terms and conditions on which the narrow gauge should be laid down or the gauge altered or mixed and the mode in which the cost thereof should be defrayed :
- (d) The terms and conditions for the user of the said Railway of the Portishead Company or any part thereof :

And that the Great Western Company and the Portishead Company might alter and convert the rails on the Railway of the Portishead Company or on part thereof so as to adapt the same to the narrow or the mixed gauge as might be agreed on between them respectively and for the purposes of such alteration addition or conversion the Great Western Company might advance or lend money to the Portishead Company on such terms and conditions or on such security as might be agreed upon And that the Great Western Company might from time to time retain out of any moneys due or payable by them to the Portishead Company the interest at the rate of Five pounds per cent. per annum from time to time due and payable on the moneys advanced by them to that Company or on so much thereof as should from time to time remain unpaid and the principal moneys so lent or advanced might also be so retained by the Great Western Company by Six equal half-yearly instalments the First instalment to be payable on the Twenty-fourth June One thousand eight hundred and eighty-two and a like instalment on every succeeding Twenty-fifth December and Twenty-fourth June up to and including the Twenty-fifth December One thousand eight hundred and eighty-four And whereas the Portishead Company being of opinion that the alteration of their Railway from the broad gauge to the narrow gauge would be desirable in their own interests and in the interest of the public sometime since entered into negotiations with the Great Western Company with a view to the provision by that company of the requisite funds for the purpose and the Great Western Company concurring in the desirability of effecting such alteration agreed to provide and have in fact already to a great extent provided

the funds requisite for the alteration as at that time proposed And whereas it has been found in carrying out the works that the actual cost of adapting and altering the Portishead Railways from the broad to the narrow gauge already incurred and to be incurred will amount to the sum of Eight thousand pounds And whereas before approving of the works which have been carried out for the altering of the Portishead Railways from the broad to the narrow gauge the Board of Trade have required that other alterations shall be made and other works constructed and it has in fact been found that as part of and consequent upon such alteration of the gauge as aforesaid it is necessary that the Portishead Railway between the Clifton Bridge Station on that Railway and the junction thereof with the Great Western Railway should be doubled the cost of such doubling being estimated at the sum of Four thousand pounds thus making the total cost of the works of and incident to the alteration of the gauge on the Portishead Railways the sum of Twelve thousand pounds And whereas the Portishead Company have not repaid the moneys advanced to them under the said recited Act of 1880 by the instalments therein provided and have applied to and requested the Great Western Company to advance and lend them further sums of money amounting together with those already advanced to the sum of Twelve thousand pounds and to allow them to repay the total sum of Twelve thousand pounds in the manner and upon the terms and conditions herein-after expressed which the Great Western Company have agreed to do subject to the approval of Parliament to be hereafter obtained Now therefore it is hereby mutually agreed and declared between and by the Great Western Company and the Portishead Company as follows namely:—

1. The Portishead Company will adapt and alter the Portishead Railways and the stations sidings and other works connected therewith including the pier from the broad gauge to the narrow gauge and will make such alterations and additions as may be necessarily consequent on or incidental to the narrowing of the gauge on the said Railways and which are as far as practicable shown on the plans which have been prepared and which are signed by William George Owen on behalf of the Great Western Company and by Frank Croughton Stileman on behalf of the Portishead Company And as part of such alteration will forthwith double their line of Railway between their Clifton Bridge Station and the junction of their Railway with the Great Western Railway at Bedminster and will carry out and complete the necessary works under the supervision and to the reasonable satisfaction of the Engineer for the time being of the Great Western Company and of the Board of Trade.

2. During the progress of the said Works the Great Western Company shall advance to the Portishead Company such sums as shall be certified by the Engineer for the time being of the Portishead Company and countersigned by the Engineer-in-Chief for the time being of the Great Western Company to have been expended upon the said Works and the amount so certified shall be thereupon paid by the Great Western Company to the Portishead Company.

3. As soon as the works have been completed to the satisfaction aforesaid the Great Western Company will pay to the Portishead Company the sum of Twelve thousand pounds less any sum which they may have already advanced or may hereafter advance on account of such works as the same proceed which said sum of Twelve thousand pounds shall with interest thereon be repaid by

A.D. 1883. the Portishead Company to the Great Western Company by the instalments and in the manner herein-after mentioned Provided always that before payment over of any balance to the Portishead Company as provided by this Article the Great Western Company shall be entitled to deduct therefrom interest at Four per cent. per annum upon any sums which shall have been from time to time advanced by them during the progress of the works from the respective dates of each such advance and also any instalments which may then have respectively accrued due and become payable as herein-after provided And the amount so deducted shall be deemed for all purposes of this Agreement as a payment pro tanto to the Portishead Company on account of such sum of Twelve thousand pounds.

4. The Portishead Company do hereby for themselves and their assigns covenant with the Great Western Company and their assigns that they the Portishead Company or their assigns will repay to the Great Western Company or their assigns the said sum of Twelve thousand pounds with interest thereon or upon so much thereof as shall from time to time remain unpaid at the rate of Four pounds per centum per annum without any deduction by Twenty equal half-yearly instalments of Seven hundred and thirty-four pounds each on the Twenty-fourth of June and the Twenty-fifth of December in every year the first of such instalments to be payable on the Twenty-fifth of December One thousand eight hundred and eighty-two and a like instalment to be payable on every succeeding Twenty-fourth of June and Twenty-fifth of December up to and including the Twenty-fourth of June One thousand eight hundred and ninety-two.

5. Notwithstanding anything contained in the Agreement of the Seventeenth of March One thousand eight hundred and sixty-three the Great Western Company may and the Portishead Company do hereby expressly authorise and empower them to deduct all principal moneys and interest from time to time due or payable to them under the covenant last herein-before contained from any moneys from time to time payable by or due from them to the Portishead Company under that agreement or otherwise howsoever.

6. In calculating the rebate (if any) to be allowed by the Great Western Company in accordance with the said Agreement of the Twenty-ninth of March One thousand eight hundred and seventy-six all moneys from time to time due or payable to the Great Western Company under this Agreement shall in the yearly settlements of accounts be credited to the Portishead Company as if the same had in fact been paid to the Portishead Company and were available for dividend purposes.

7. The Portishead Company do hereby for themselves and their assigns and the said James Ford George Rocke Woodward and Lewis Fry do hereby for themselves their heirs executors and administrators and as separate covenants each of them doth hereby for himself his heirs executors and administrators covenant with the Great Western Company and their assigns that until all moneys due or payable to the Great Western Company under this Agreement shall have been fully paid and satisfied the rentcharges and the interest on the debenture debt of the Portishead Company shall be from time to time duly paid and discharged by the Portishead Company without having recourse to the moneys which the Great Western Company are authorised under Clause Five of this Agree-

ment to deduct from the moneys payable by the Great Western Company to the Portishead Company under the said Agreement of the Seventeenth of March One thousand eight hundred and sixty-three or otherwise.

8. Provided always that although as between the Portishead Company and the said James Ford George Rocke Woodward and Lewis Fry the said James Ford George Rocke Woodward and Lewis Fry are only sureties for the Portishead Company yet as between the said James Ford George Rocke Woodward and Lewis Fry and the Great Western Company the said James Ford George Rocke Woodward and Lewis Fry are to be considered principal debtors for the rent-charges and interest on the debenture debt of the Portishead Company so that the said James Ford George Rocke Woodward and Lewis Fry or either of them their or any or either of their heirs executors or administrators shall not be released or exonerated by time being given to the Portishead Company or by any other dealings between the Great Western Company and the Portishead Company or by any act or omission of the Great Western Company or by any other matter or thing whatsoever whereby the said James Ford George Rocke Woodward and Lewis Fry their heirs executors or administrators as sureties only for the Portishead Company would be so released or exonerated.

9. If and whenever any difference shall arise between the Great Western Company and the Portishead Company touching the true intent or construction of the incidents or consequences of this Agreement or any part thereof or the performance or observance of the same or any breach or alleged breach of any of the Articles of this Agreement 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 the same or any claim or demand of the Great Western Company and the Portishead Company respectively relating thereto every such difference shall be referred and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859.

10. This Agreement may be scheduled to any Bill promoted by the Great Western Company or by the Portishead Company in order to be confirmed thereby or a clause may be inserted in any such Bill with the view of confirming the arrangement hereby made and the Portishead Company shall bonâ fide do what may be necessary to support such Bill so far as respects the confirmation of this Agreement Provided however that if no such application be made to Parliament this Agreement shall nevertheless be as far as possible faithfully carried into effect by the Great Western Company and the Portishead Company.

11. Immediately upon the confirmation of this Agreement under the last preceding clause the Agreement dated the Thirty-first day of December One thousand eight hundred and seventy-nine and made between the Companies and persons parties hereto shall be cancelled but the same shall remain and continue in force up to and until such confirmation Provided always that the total liabilities of the Portishead Company and the said James Ford George Rocke Woodward and Lewis Fry under the said Agreement of the thirty-first December One thousand eight hundred and seventy-nine and this Agreement or either of them shall not extend beyond their liability under this Agreement.

In witness whereof the Great Western Company and the Portishead Company have caused their respective common seals to be hereunto affixed and the said

[Ch. cxci.iii.] *Great Western Railway Act*, 1883. [46 & 47 VICT.]

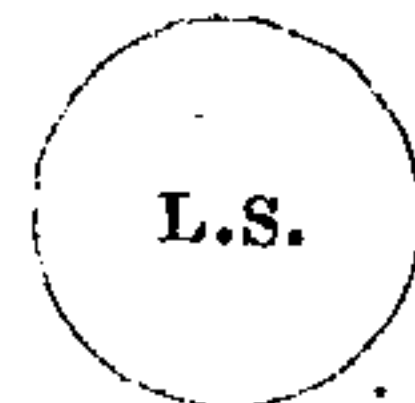
A.D. 1883. James Ford George Rocke Woodward and Lewis Fry have hereunto set their Hands and Seals the day and year first before written.

Sealed with the Common Seal of the Bristol and Portishead Pier and Railway Company in the presence of R. W. Daniel, Secretary.

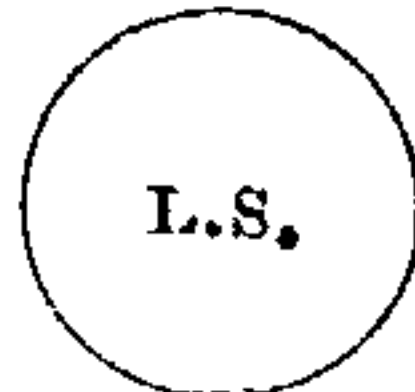
Signed sealed and delivered by the above-named James Ford George Rocke Woodward and Lewis Fry in the presence of R. W. Daniel, 70, Queen Square, Bristol.



JAMES FORD.



GEO. R. WOODWARD.



LEWIS FRY

