



CHAPTER cxxxix.

An Act for conferring further powers upon the Great Western Railway Company in connexion with their own and other undertakings and upon them and other Companies in connexion with undertakings in which they are jointly interested for authorising and confirming Agreements with other Railway Companies and for other purposes. A.D. 1889.

[12th August 1889.]

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

And whereas it is expedient that the maintenance of the railways constructed by the Company in the parishes of Ruabon and Wrexham and in the Garw Valley as herein-after respectively described should be sanctioned as by this Act provided: (Maintenance of railways.)

And whereas it is expedient that the Company and the Midland Railway Company (in this Act called "the Midland Company") should be empowered to execute make and maintain the works and for that and other purposes to acquire the lands houses and buildings in this Act mentioned or referred to in that behalf: (Works and Lands Company and Midland Company.)

And whereas it is expedient that the Company and the London and North-western Railway Company (in this Act called "the North-western Company") should be empowered to widen the portion in this Act mentioned of the Shrewsbury and Hereford Railway and exercise the other powers in this Act contained and for those and other purposes to acquire the lands houses and buildings in this Act mentioned or referred to in that behalf: (Works and Lands Company and North-western Company.)

[Ch. cxxxix.] *Great Western Railway Act, 1889.* [52 & 53 VICT.]

A.D. 1889.
(Deposit of
plans &c.)

And whereas plans and sections showing the lines and levels of the railways and other works by this Act authorised to be constructed or sanctioned 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 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 :

(Extension
of time
Carmarthen
and Cardigan
Railway.)

And whereas it is expedient that the time limited by the Carmarthen and Cardigan Railway Act 1881 as amended by the Great Western Railway Act 1886 for the construction of the railway authorised by the first-mentioned Act should be extended as in this Act provided :

(Revival of
powers and
extension of
time Railway
No. 4 of
1885.)

And whereas it is expedient that the powers granted by the Great Western Railway Act 1885 for the purchase of lands for the purposes of the Railway No. 4 authorised by that Act should be revived and extended as in this Act provided and that the period limited by the said Act for the construction and completion of the said railway should be extended :

(Superfluous
lands.)

And whereas it is expedient that the time limited for the sale of certain lands acquired by the Company for the purposes of their undertaking should be extended and that further powers should be conferred upon the Company in respect of the sale lease or other disposal of those lands :

(Confirma-
tion of
agreement.)

And whereas it is expedient that the agreement between the Birmingham and Henley-in-Arden Railway Company and the Company which is set forth in the Fourth Schedule to this Act should be confirmed :

(Vesting
of West
Somerset
Company.)

And whereas the undertaking of the West Somerset Railway Company (in this Act called "the West Somerset Company" was under the authority of the Bristol and Exeter Railway Act 1863 vested in the Bristol and Exeter Railway Company (which Company has since been amalgamated with the Company) subject to the payment to the West Somerset Company of an annuity or clear yearly rentcharge of six thousand six hundred pounds and it is expedient that the Company and the West Somerset Company should be empowered to enter into and carry into effect agreements for the redemption of the said annuity or clear yearly rentcharge :

(Amendment
of Acts.)

And whereas it is expedient that some of the provisions of the existing Acts of the Company should be amended or repealed as herein-after provided and that section 35 of the Great Western Railway Act 1888 should be amended and explained :

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

A.D. 1889.
(Additional capital.)

And whereas it is expedient that the Company and the Midland Company and the North-western Company respectively should be empowered to apply their funds as by this Act authorised :

(Application of funds by Company and Midland Company and North-western Company.)

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 :

1. This Act may be cited for all purposes as the Great Western Railway Act 1889.

Short title.

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

Incorporation of general Acts.

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 :

The Railways Clauses Consolidation Act 1845 :

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

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 : and

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated

Interpretation.

A.D. 1889. herewith 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 jurisdiction" 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.

Power to
make rail-
ways.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways hereinafter described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say) :

1. A railway (No. 1) 3 furlongs and 9 chains in length commencing in the parish of Charles (Plymouth) in the county of Devon by a junction with the Sutton Harbour Branch Railway of the Company and terminating in the parish of Egg Buckland in the said county by a junction with the South Devon Railway of the Company :

2. A railway (No. 2) 3 furlongs 2 chains and 17 links in length commencing in the parish of Laira Green in the county of Devon by a junction with the Railway (No. 1) authorised by the Plymouth and Dartmoor Railway Act 1883 and terminating in the said parish by a junction with the Sutton Harbour Branch Railway of the Company :

3. A railway (No. 3) 1 furlong 7 chains and 80 links in length wholly situate in the parish of Mynyddislwyn in the county of Monmouth commencing by a junction with the Newport Abergavenny and Hereford Taff Vale Extension Railway of the Company and terminating by a junction with the Sirhowy Railway of the North-western Company :

4. A railway (No. 4) 4 furlongs 6 chains and 61 links in length wholly situate in the parish of Gellygaer in the county of Glamorgan commencing by a junction with the Newport Abergavenny and Hereford Taff Vale Extension Railway of the Company and terminating by a junction with the Rhymney Railway.

[52 & 53 VICT.] *Great Western Railway Act, 1889.* [Ch. cxxxix.]

5. The railways shall for all purposes including the demanding and recovering of tolls rates and charges be deemed to be part of the Company's railways provided always that the tolls rates and charges to be demanded and recovered in respect of the railways and the traffic thereon shall not exceed as follows:—With respect to Railways Nos. 1 and 2 the tolls rates and charges prescribed by the Act (local and personal) 7 and 8 Victoria chapter lxviii. intituled “An Act for making a railway from Exeter to Plymouth to be called the South Devon Railway” and with respect to the Railways Nos. 3 and 4 the tolls rates and charges prescribed by the Newport Abergavenny and Hereford Railway Act 1846.

A.D. 1889.
Railways to be part of Company's undertaking.

6. The Company may make the arch of the bridge for carrying Railway No. 4 over the road numbered on the deposited plans 9 in the parish of Gellygaer of any height and span not being less than 16 feet and 20 feet respectively.

Height and span of a certain bridge.

7. The Company may make the roadways over the bridges by which the roads will be carried over the railways herein-after mentioned of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connexion therewith respectively (that is to say):

Widths of certain roadways.

Number on deposited Plan.	Parish.	Description of Road.	Width of Roadway.
	Railway No. 2.		
1 & 4a 7 & 8	Charles (Plymouth) Laira Green	- } Public road	25 feet.
	Railway No. 4.		
4	Gellygaer	- Public road	20 feet.

8. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say):

Power to divert roads as shown on deposited plans.

No. on deposited Plan.	Parish.	Description of Road.
	Railway No. 2.	
1 & 4a 7 & 8	Charles (Plymouth) Laira Green	- } Public road.

A.D. 1889. And when and so soon as each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company.

For the protection of the Compton Gifford Local Board.

9. For the protection of the Compton Gifford Local Board (in this section referred to as "the local board") the following provisions with respect to the powers of this Act conferred upon the Company in relation to the construction of Railway No. 1 shall have effect and be binding on the Company (that is to say):

1. In constructing the said railway through the lands belonging to the local board numbered 15 16 and 17 in the parish of Laira Green the Company shall not deviate their centre line nearer to the Mullet Pond than is shown by the blue line on the plan marked A (signed in duplicate by Sir Julian Goldsmid the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred) copies of which plan have been deposited in the Parliament Office of the House of Lords and in the Private Bill Office of the House of Commons Provided always that the Company shall not without the previous consent in writing of the local board take or acquire any portion of the said land belonging to the local board beyond the line of the footing of the wall next herein-after in this section mentioned. The local board shall be allowed to take bearings against the said wall and the footings of the same but so as not to injuriously affect the said wall:
2. In constructing the said railway where the same passes through the land of the local board the embankment carrying the railway shall along the eastern side thereof be supported by a retaining wall battering 1 in 6 on the face and of not less than eight feet in height from the surface of the ground by perpendicular measurement:
3. Notwithstanding anything shown on the deposited plans and sections or in this Act contained the road numbered 10 on the deposited plans in the parish of Charles shall not be closed or be diverted on to the land of the local board Provided always that in carrying the railway over the said road the Company shall not be required to give a greater height than the unaltered level of the road at the point of crossing will reasonably admit of:
4. The said retaining wall and all other works so far as the same shall be upon the land of the local board shall be for ever

maintained and kept in a proper state of repair by and at the expense of the Company and to the reasonable satisfaction of the local board The said board affording all reasonable access and facility for the repairs of the same when required :

5. The Company shall not execute or commence the erection of the works as aforesaid or any works authorised by this section until they have given to the local board twenty-one days notice of their intention to commence the same by leaving such notice at the office of the local board with plans elevations sections and other necessary particulars of their construction and the local board shall within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid signify their approval or disapproval of such plans and elevations and the sufficiency of such particulars and if they express their disapproval shall at the same time state the grounds of such disapproval and the Company shall not proceed with the construction of the said works until the approval of the local board or of the engineer mentioned in the next subsection of this enactment shall have been obtained or failing the signification of such approval or disapproval within twenty-one days the Company may proceed with the construction of the said works in accordance with the plans sections elevations and particulars submitted and the Company shall comply with and conform to all reasonable directions and regulations which may be given or made by the local board in regard to the execution and subsequent maintenance of such wall and the works connected therewith and all other works authorised by this section and shall save harmless the local board against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the local board at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the local board may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the said local board by the Company on demand :
6. Any difference which may from time to time arise between the local board and the Company with respect to any matter arising under this section shall unless otherwise settled by agreement be referred to the arbitration of an engineer to

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be mutually agreed upon or in case of difference to be appointed on the application either of the said local board or of the Company by the Board of Trade whose decision shall be final and conclusive and who shall have power to make such award as to costs as he may think fit.

Confirming
agreement
as to user of
Railway
No. 1.

10. The agreement dated the 13th day of June 1889 between the Company of the first part the London and South-western Railway Company of the second part and the Plymouth Devonport and South-western Junction Railway Company of the third part with respect to the user of Railway No. 1 by this Act authorised as set forth in the First Schedule to this Act is hereby confirmed and made binding upon the parties thereto and shall be carried into effect accordingly Provided always that within three months from the completion and opening for traffic of the said Railway No. 1 the London and South-western Railway Company shall produce to the Commissioners of Inland Revenue a Queen's Printers' copy of this Act duly stamped 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 date of the completion and opening for traffic of the said Railway No. 1 to the date of payment shall be recoverable from the London and South-western Railway Company with full costs of suit and all costs and charges attending the same.

For the pro-
tection of the
Plymouth
Embank-
ment Com-
pany.

11. For the protection of the Plymouth Embankment Company (herein-after referred to as "the Embankment Company") the following provisions shall apply :

1. In constructing Railway No. 1 by this Act authorised the Company shall not without the consent of the Embankment Company deviate from the centre line shown on the deposited plans so as to injuriously affect the properties numbered on the deposited plans 29 in the parish of Charles Plymouth and 9 and 10 in the parish of Laira Green :
2. The bridge carrying Railway No. 2 over the embankment road numbered on the deposited plans 3 in the parish of Laira Green belonging to the Embankment Company shall be constructed by the Company so that the width of the footpath on the top of the embankment shall not be lessened or in anyway interfered with or the use thereof by foot passengers interrupted and the said bridge shall be constructed and maintained throughout so as to prevent as far as reasonably practicable the dripping of water :
3. The diverted road shown on the deposited plan of railway No. 2 by this Act authorised in lieu of the road numbered

7 in the parish of Laira Green which is to be stopped up and diverted shall be at least twenty-five feet wide including a footpath four feet in width on one side thereof and shall have a uniform gradient of 1 in 20 from the bridge to be constructed over the railway to the said embankment road numbered on the deposited plans 3 in the parish of Laira Green :

4. The Company shall build a new toll house constructed of stone and slated and erect a new toll gate equal in every respect at least to the present toll house and toll gate at a convenient place for the collection of tolls where the diverted road joins the said embankment road numbered 3 in the parish of Laira Green and the piece of land upon which such toll house shall have been erected together with the said toll house shall be conveyed to and become the property of the Embankment Company and such toll house shall be suitable for a residence for the toll collector of the Embankment Company and unless otherwise agreed it shall be of the same dimensions and contain the same accommodations in all respects as the existing toll house Before commencing the construction of the new toll house the plans and drawings thereof and the specifications relating thereto shall be delivered to the surveyor of the Embankment Company for his reasonable approval thereof and the works shall not be proceeded with until those plans drawings and specifications shall have been approved in writing by him or in the event of his failure for fourteen days after the delivery of such plans drawings and specifications to approve the same until they shall have been approved by a surveyor to be agreed upon by the clerk of the Embankment Company and the general manager of the Company and failing agreement by the surveyor for the time being of the borough of Plymouth and the decision of such surveyor shall be final and conclusive and the site for the said toll house shall be provided and the intended works shall be executed by the Company at their sole expense in all things according to such approved plans drawings and specifications and to the reasonable satisfaction of the surveyor of the Embankment Company or in case of difference of the said surveyor for the time being of the borough of Plymouth :
5. Except as is by this Act otherwise specially provided nothing in this Act contained shall lessen prejudice take away defeat or interfere with the lands tolls property rights powers or privileges of the Embankment Company.

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For the protection of the London and North-western Railway Company.

12. The following provisions for the protection of the London and North-western Railway Company in this section referred to as the North-western Company shall apply and have effect :

1. The junction of Railway No. 3 with the Sirhowy Railway of the North-western Company shall be constructed only at such a point within the limits of deviation as shall be previously reasonably approved by Francis Stevenson or other the principal engineer for the time being of the North-western Company (herein-after referred to as "the said principal engineer") and the Company shall construct the said Railway No. 3 so far as the same shall be upon the lands and property of the North-western Company in such a position and according to such plans as shall be previously reasonably approved by the said principal engineer :
2. In constructing the said Railway No. 3 the Company shall interfere as little as may be with the sidings of the North-western Company connecting the Sirhowy Railway with the railway of the Company and shall at all times during the construction of the said Railway No. 3 and the works in connexion therewith keep open for the purpose of the interchange of traffic between the said Sirhowy Railway and the railway of the Company a proper and convenient access or accesses by means of sidings in such a manner as shall be previously reasonably approved by the said principal engineer all alterations or re-arrangements of the said sidings and the weighing house and all other works in connexion therewith rendered necessary or consequent upon the construction of the said Railway No. 3 shall be executed by the Company in all respects to the reasonable satisfaction of the said principal engineer and at the sole cost charge and expense of the Company :
3. The Company shall provide at their own cost charge and expense siding accommodation to the reasonable satisfaction of the North-western Company equal in all respects to that taken away or interfered with under the provisions of this Act :
4. The Company shall not without in every case obtaining the previous consent of the North-western Company in writing under their common seal take use enter upon or interfere with any of the land railway works or property from time to time belonging to or in the possession or under the power of the North-western Company except only such part or parts of their said lands as shall be necessary for the Company to take use enter upon or interfere with for the purpose of

constructing the said Railway No. 3 and effecting the junction of that railway with the Sirhowy Railway and the Company shall not purchase or take any land or property of the North-western Company but may purchase and take and the North-western Company may and shall sell and grant accordingly an easement or right of using the same for the purposes aforesaid :

5. The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free uninterrupted and safe use of the Sirhowy Railway or any traffic thereon :
6. The Company shall bear and on demand pay to the North-western Company the expense of the employment by the North-western Company during the execution of the works affecting the Sirhowy Railway of a sufficient number of inspectors and watchmen to be appointed by the North-western Company for watching their railway and the works connected therewith with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors with reference thereto or otherwise :
7. If by reason of the execution of any of the works or any proceedings of the Company or the failure of any of those works or any act or omission of the Company or of their contractors or otherwise the railway of the North-western Company or any of the works connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the North-western Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction and if any interruption or interference shall be occasioned to the traffic of the North-western Company by reason of any of the matters or causes aforesaid the Company shall pay to the North-western Company all costs and expenses to which that Company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption or interference such costs and expenses and compensation to be recoverable with full costs by the North-western Company from the Company in any court of competent jurisdiction :

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8. The Company and the North-western Company may agree in writing for any variation or alteration in the works by this section provided for or in the manner in which the same shall be executed :

9. Any dispute or difference arising under this section shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859.

Running powers to London and North-western Railway Company over Railways 3 and 4.

13. The London and North-western Railway Company may run over and use with their engines carriages and waggon at all times and for all the purposes of their traffic in passengers animals and things the Railways Nos. 3 and 4 by this Act authorised and all the stations watering places and other conveniences of and connected with the said railways on the same terms and conditions in all respects and on payment of the same tolls rates and charges as that Company are subject to with respect to their existing running powers over the Newport Abergavenny and Hereford Taff Vale Extension Railway.

Lands for extraordinary purposes.

14. The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land not exceeding two acres.

Period for completion of railways.

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

Imposing penalty unless railways opened.

16. If the Company fail within the period limited by this Act to complete the railways 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 other than Railways 3 and 4 is or are completed and opened for the public conveyance of passengers or until the last-mentioned railways or such of them as is or are uncompleted 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 to 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 of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided :

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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.

17. 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 High Court of Justice in England may seem fit :

Application
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 Court 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 Court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid 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.

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Sanctioning
constructed
railways.

18. The maintenance of the railways next herein-after mentioned as shown upon the deposited plans and sections relating thereto and the sidings and works connected therewith respectively is hereby sanctioned and the said railways shall be deemed to have been lawfully constructed and the Company may enter upon take use and hold 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 the purposes of the said railways.

The railways referred to in this section are :

(a) A railway in the parishes of Ruabon and Wrexham in the county of Denbigh commencing in the said parish of Ruabon by a junction with the Shrewsbury and Chester Railway of the Company and terminating in the said parish of Wrexham at the commencement of the branch railway to the Legacy Colliery by a junction with that branch :

(b) A railway commencing in the parish of Llangeinwyr in the county of Glamorgan by a junction with the Garw Valley Branch Railway of the Company and terminating in the parish of Bettws in the same county at or near a point on the said Garw Valley Branch Railway as constructed about 25 yards northward of the point where the upper siding to the International Colliery joins the said Garw Valley Branch Railway :

And the said railway in the parishes of Ruabon and Wrexham shall for the purposes of tolls rates and charges and for all other purposes whatsoever be deemed to be part of the said Shrewsbury and Chester Railway and the said railway in the parish of Llangeinwyr shall for the purposes of tolls rates and charges and for all other purposes whatsoever be deemed to be part of the Llynvi Valley Railway.

Power to
make new
roads altera-
tions of
roads foot-
paths &c.

19. Subject to the provisions of this Act the Company may make in the lines shown upon the deposited plans relating thereto the new footpaths and other works and may stop up and discontinue the portions of roads and 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 stop up and discontinue the portions of roads and footpaths and make the new footpaths herein-after described (that is to say) :

So much as lies between the boundaries of the Company's property of the road and public footpath in the parish of

Stonehouse in the county of Gloucester which crosses the railway of the Company on the level at the eastern end of the passenger platform at the Company's station at Stonehouse and also of the public footpath in the said parish and county which crosses the railway of the Company on the level about $2\frac{1}{2}$ chains north-westward from the western end of the said platform and in lieu thereof they may make and maintain wholly in the said parish and county a subway suitable for carriage traffic and having a headway of not less than 14 feet and footpath partly under the said railway such subway and footpath commencing by a junction with the said footpath last above described at or near to the point where such footpath enters on the Company's property and terminating by a junction with the said footpath on the north-eastern side of the said railway at or near to the point where such footpath leaves the Company's property :

So much as lies between the boundaries of the Company's property of the public footpath in the parish of Halesowen in the county of Worcester which leads from Halesowen Road to Olive Lane and crosses on the level the Company's railway about 4 chains southward of the post thereon indicating $138\frac{1}{2}$ miles from London and in lieu thereof the public may subject as herein-after provided pass along and use so much of the disused tramway incline as lies between the point of junction of the said footpath with the said incline and the Halesowen Road and before stopping up the said footpath the Company shall put into a good and substantial state of repair for the use of foot passengers a footpath on one side of the said tramway incline between the points aforesaid Provided always that in the event of any agreement being made by Lord Viscount Cobham or his successors in title or his heirs or assigns for reinstating the tramway the Company shall with the consent of the said Lord Viscount Cobham or his successors in title or his heirs or assigns widen the said incline on the side thereof between the points aforesaid to the extent of six feet and on such widened portion make a footpath for the use of the public which shall be substituted for the privilege of using so much of the said incline as is above described and the Company shall erect a sufficient fence on each side of the said footpath :

So much as lies between the boundaries of the Company's property of the footpath in the parishes of Upper Mitton

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and Hartlebury or one of them in the county of Worcester which crosses the railway of the Company on the level near to and on the eastern side of the Company's goods shed at Stourport station and prior to such stopping up and discontinuance the Company shall make and thereafter maintain a footbridge four feet wide in the clear in substitution therefor to be constructed over the said railway at or immediately adjoining the site where the said footpath crosses the said railway :

So much as lies between the boundaries of the Company's property of the footpath and road in the parish of Ledbury in the county of Hereford which formerly passed under the Herefordshire and Gloucestershire Canal between the Workhouse Road bridge and the Hereford Road bridge and may substitute therefor the footpath as at present constructed approximately to the site of the former footpath and crossing the Ross and Ledbury Railway on the level :

So much of the road in the parish of St. Andrew Plymouth in the county of Devon as lies between the northern end of Buckland Street Plymouth and the private road of the Company leading to their Millbay station Plymouth.

Power to deviate in construction of new footpaths &c.

20. The Company may in constructing the new footpaths and other works by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans.

As to vesting of site and soil of portions of roads &c. stopped up.

21. Subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway the site and soil of the portions of road footpaths and highways 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 or of any other Act relating to the Company already passed 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.

Extinguishment of rights of way.

22. All rights of way over or along the portions of road footpaths or highways 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.

23. 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 footpath or other work (if any) which is by this Act authorised to be substituted therefor is completed to the satisfaction of two justices and opened to the public :

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Roads not to be stopped up till substituted work completed.

Provided that the Company shall before applying to such justices for their certificate that such road or footpath is completed to their satisfaction give seven days' notice in writing of their intention to apply for the same to the road authority of the district in which such road or footpath is situate.

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

Provision as to repair of new footpaths.

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

Power to Company to make agreements as to the construction or contribution towards the cost of new footpaths.

26. 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) :

Power to Company to acquire additional lands for general purposes.

Certain lands in the parish of St. George in the county of Gloucester on the eastern side of the Company's railway and adjacent thereto and extending from the northern side of St. Mark's Road to the southern side of Stapleton Road :

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Certain lands in the parish of St. Andrew Plymouth in the county of Devon situate on and adjoining the western side of Buckland Street Plymouth and extending from the northern end of Buckland Street for a distance of about 4 chains measured along the said street :

Certain lands in the parish of St. Mary-the-Virgin Cardiff in the county of Glamorgan forming partly the site of the Company's branch railway to the river Taff and partly the site of Dumballs Road and extending in a north-westerly direction for a distance of about 100 yards from the western corner of the Bute Chain and Anchor Testing Company's premises in Dumballs Road to a point about 15 yards measured in a south-easterly direction from the south-eastern corner of Messrs. Alexander's timber yard and premises in Dumballs Road.

Period for compulsory purchase of lands.

27. The powers of this Act for the compulsory purchase of lands shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements.

28. 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.

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

29. And whereas in the construction by the Company of the railways and works herein-before authorised or otherwise in the exercise by the Company of the foregoing powers of this Act it may happen that portions only of the lands buildings or manufactories shown on the deposited plans will be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto :

Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands buildings or manufactories described in the first part of the Second Schedule to this Act and whereof portions only are required for the aforesaid purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be

severed from the remainder of such 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 and other parties interested therein by severance or otherwise :

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Provided always that if in the opinion of the jury arbitrators or other authority as aforesaid any such portions cannot be severed from the remainder of such properties without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice.

30. Subject to the provisions of this Act the Company and the Midland Company jointly or either of them may make and maintain in the lines and according to the levels shown upon the deposited plans and sections relating thereto the work herein-after mentioned with all necessary 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 that purpose (that is to say) :

Power to Company and Midland Company to widen bridge at Bristol Station.

They may widen and improve the existing bridge in the joint station at Bristol of the Company and the Midland Company over the River Avon and the cattle market road and the approaches thereto.

31. Subject to the provisions of this Act the Company and the Midland Company may in the execution of the work by this Act authorised to be constructed by them deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans thereof and may deviate from the levels thereof shown on the deposited sections to any extent not exceeding five feet but not so as to increase any gradient shown on the deposited sections.

Powers of deviation in construction of bridge widening.

32. 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. In this section "the Company" means and includes the Company and the Midland Company or such one of them

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as shall make and maintain the bridge widening by this Act authorised :

2. 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 :
3. 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 diversion removing raising refixing sinking or otherwise altering the position of and restoring any mains or pipes valves or other machinery 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 :
4. 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 :
5. 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. A.D. 1889.

33. For the protection of the Trustees of the Bristol Cattle Market and Wool Hall the following provisions shall have effect. (that is to say):

For the protection of trustees of Bristol Cattle Market and Wool Hall.

Notwithstanding anything shown on the deposited plans no part of any of the works authorised by the section of this Act the marginal note whereof is "Power to Company and Midland Company to widen bridge at Bristol station" shall extend over or be constructed so as to cover any portion of the said cattle market road except the portion thereof coloured blue on a plan signed in duplicate by Lancaster Owen on behalf of the Company and the Midland Company and by Josiah Thomas on behalf of the said trustees and no piers shall be constructed and no pillar or other support shall be placed on any part of the said portion of the said road.

34. 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. In this section "the existing bridge" means the existing bridge in the joint station at Bristol of the Great Western Railway Company and the Midland Railway Company over the river Avon and the cattle market road and the approaches thereto "The Company" means and includes the said two Companies or such one of them as shall make and maintain the widening by this Act authorised of the existing bridge "Temporary works" means and includes all staging piling scaffolding or other works used in or for the purpose of the construction of the said widening:
2. The widening of the existing bridge over the river Avon shall be throughout not less in span nor in height above high water mark than the existing bridge:
3. The widening of the existing bridge over the cattle market road shall be a flat girder bridge throughout not less in span than the existing bridge and of not less than fifteen feet nine inches headway throughout above the level of the road and shall be constructed so as to leave open spaces in the two walls of the intended platform thereon for the admission of light and air to the said road beneath:
4. The Company shall before the said widening over the cattle market road is open for traffic erect and for ever afterwards maintain a screen on the east side thereof of a total length

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of not less than fifty-five feet and a screen on the west side of the existing bridge over the cattle market road of a total length of not less than fifty-five feet so as to effectually conceal trains passing over such widening or the existing bridge from horses passing along the cattle market road and shall construct such widening and maintain the same and the existing bridge so as to prevent the dropping of water on the footways beneath :

5. Before the Company begin the construction of the said widening over the River Avon or the cattle market road they shall deliver to the corporation plans and drawings of such widening and also of the temporary works and shall not proceed with the construction thereof until the said plans and drawings shall have been approved in writing by the engineer for the time being of the corporation or in the event of his failure for thirty days after the delivery of the plans and drawings to signify his approval or disapproval of such plans and drawings and if he expresses his disapproval he shall at the same time state the grounds thereof and failing the signification of such approval or disapproval within the said period of thirty days the Company may proceed with the construction of the said works in accordance with the plans and drawings submitted but in the event of disapproval the Company shall not proceed with the works until the plans and drawings shall have been approved by an engineer to be appointed on the application of the Company by the President for the time being of the Institution of Civil Engineers in London and all the intended works shall be executed by the Company at their expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer for the time being of the corporation or in case of difference to the reasonable satisfaction of an engineer to be appointed by the said President :
6. The temporary works over the River Avon shall be properly lighted with red lights every night from sunset to sunrise :
7. No part of the temporary works shall be placed in or over the river or the banks thereof until the Company are prepared to commence the construction of the widening thereover and such construction shall be commenced as soon as the temporary works are sufficiently advanced for the purpose and all works affecting the navigation of the said river shall be carried on uninterruptedly when commenced and shall be completed with all reasonable dispatch The temporary

works shall be from time to time removed as soon as the work for which they are required has been completed and the whole of the temporary works shall be removed within six weeks after the completion of the widening :

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8. 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 said President on the application of either of the parties in difference and the costs of the arbitration shall be borne as the arbitrator shall direct.

35. The powers of the Company and the Midland Company for the compulsory purchase of lands under this Act shall cease after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands by Company and Midland Company.

36. The Company and the Midland Company may enter into and carry into effect agreements with respect to the construction and maintenance of the work by this Act authorised to be executed by them and the purchase division and appropriation of the lands which they are by this Act authorised to acquire and with respect to the payment and contribution to be made by each of them towards the costs charges and expenses incurred in respect thereof.

Power to Company and Midland Company to make agreements.

37. Subject to the provisions of this Act the Company and the North-western Company or either of them with the consent of the other may make and maintain in the lines and according to the levels shown upon the deposited plans and sections relating thereto the widening of the Shrewsbury and Hereford Railway herein-after described with all proper stations sidings approaches 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 that purpose (that is to say) :

Power to Company and North-western Company to execute works.

A widening of the Shrewsbury and Hereford Railway commencing in the parish of Hope-under-Dinmore in the county of Hereford about 157 yards northward of the post on that railway indicating $42\frac{1}{2}$ miles from Shrewsbury and terminating in the parish of Marden in the same county about 80 yards southward of the post on that railway indicating $44\frac{1}{4}$ miles from Shrewsbury.

38. With respect to tolls rates and charges and for all other purposes whatsoever the widening of the Shrewsbury and Hereford Railway by this Act authorised and the works connected therewith shall be part of that railway and the Company and the North-western Company may respectively demand tolls rates and charges

Tolls &c. on widening.

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A.D. 1889. in respect thereof not exceeding those authorised by the Shrewsbury and Hereford Railway Act 1846.

Height and

39. The Company and the North-western Company or either of them may make the arch of the bridge for carrying the widening of the Shrewsbury and Hereford Railway over the road next hereinafter mentioned of any height and span not less than the height and span herein-after mentioned in connexion therewith (that is to say) :

Number on deposited Plan.	Parish.	Description of Road.	Height.	Span.
5	Hope-under-Dinmore	Public - -	15 feet -	20 feet.

Width of a certain roadway.

40. The Company and the North-western Company or either of them may make the roadway over the bridge by which the following road will be carried over the widening of the Shrewsbury and Hereford Railway of such width between the fences thereof as the Company and the North-western Company or either of them think fit not being less than the width herein-after mentioned in connexion therewith (that is to say) :

Number on Plan.	Parish.	Description of Roadway.	Width of Roadway.
5	Bodenham - -	Public - -	18 feet 9 inches.

Power to divert roads as shown on deposited plan.

41. The Company and the North-western Company or either of them may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say) :

Railway.	Parish.	No. of Road on Plan.
Widening of part of the Shrewsbury and Hereford Railway - }	Hope-under-Dinmore - - }	26
		35
		48

And when and so soon as each of the said roads is so stopped up all rights of way over the same shall cease and the Company and the North-western Company or either of them may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company and the North-western Company or either of them.

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42. Subject to the provisions of this Act and in addition to any other lands which the Company and the North-western Company are by this Act authorised to acquire for the purposes of the said intended widening and works those Companies or either of them with the consent of the other may enter upon take and use for the purposes of or connected with their joint undertaking the lands herein-after described (that is to say):

Power to Company and North-western Company to acquire additional lands.

Certain lands in the parish of Stoke Prior in the county of Hereford lying on the western side of the said Shrewsbury and Hereford Railway and adjacent thereto and extending from where the river Arrow passes under that railway for a distance of about 11 chains measured along the said railway in a northerly direction:

Certain lands in the parish of Stokesay in the county of Salop lying on the eastern side of the said Shrewsbury and Hereford Railway and adjacent thereto and extending from a point opposite the southern end of the down platform of the Craven Arms and Stokesay Station for a distance of about $4\frac{1}{2}$ chains measured along the said railway in a southerly direction:

Certain lands in the parish of Hanwood in the county of Salop lying on the south-eastern side of the Shrewsbury and Welshpool Railway and adjacent thereto and extending from a point opposite the post on the said railway indicating 4 miles from the junction of that railway with the Shrewsbury and Hereford Railway for a distance of about $7\frac{1}{2}$ chains measured in a north-easterly direction.

43. The powers of the Company and the North-western Company for the compulsory purchase of lands under this Act shall cease after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands by Company and North-western Company.

44. The Company and the North-western Company may enter into and carry into effect agreements with respect to the construction working use management and maintenance of the said widening and other works and the purchase division appropriation and use of the lands which by this Act they are authorised to construct and acquire and with respect to the payment and contribution to be

Power to Company and North-western Company to make agreements.

A.D. 1889. made by each of them towards the costs charges and expenses incurred in respect thereof.

Power to owners to grant easements to Company and other Companies.

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

Owners may be required to sell to Company and North-western Company parts only of certain properties.

46. And whereas in the construction by the Company and the North-western Company of the widening of the Shrewsbury and Hereford Railway and works herein-before authorised or otherwise in the exercise by those Companies of the powers by this Act conferred upon them it may happen that portions only of the lands buildings or manufactories shown on the deposited plans will be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto :

Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands buildings or manufactories described in the second part of the Second Schedule to this Act and whereof portions only are required for the aforesaid purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company and the North-western Company or either of them the portions only of the premises so required without the Company and the North-western Company or either of them being obliged or compellable to purchase the whole or any greater portion thereof the Company and the North-western Company or one of them paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise :

Provided always that if in the opinion of the jury arbitrators or other authority as aforesaid any such portions cannot be severed from the remainder of such properties without material detriment

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thereto the Company and the North-western Company or either of them may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice.

47. The powers granted by the Great Western Railway Act 1885 for the compulsory purchase of lands so far as the same relate to or affect the Railway No. 4 by that Act authorised are by this Act revived and extended and may be exercised during the period of two years from the thirty-first day of July one thousand eight hundred and eighty-eight and at the expiration of that period those powers shall cease and determine.

Revival of powers and extension of time for purchase of lands for Railway No. 4 authorised by Act of 1885.

48. The powers granted by the Great Western Railway Act 1885 for the construction of the Railway No. 4 by that Act authorised are hereby extended and may be exercised by the Company for the period of three years from the thirty-first day of July one thousand eight hundred and ninety and section 21 of the said Act shall be read and construed as if the period limited by this Act for the completion of the said railway had been the period limited by that Act for the completion thereof.

Extension of time for construction of Railway No. 4 authorised by Act of 1885.

49. The powers granted by the Carmarthen and Cardigan Railway Act 1881 as amended by the Great Western Railway Act 1886 for the construction of the railway by the first-mentioned Act authorised are hereby extended and may be exercised by the Company for the period of three years from the twenty-second day of August one thousand eight hundred and eighty-nine and section 15 of the first-mentioned Act shall be read and construed as if the period limited by this Act for the completion of the said railway had been the period limited by that Act for the completion thereof.

Extension of time for construction of Carmarthen and Cardigan Railway.

50.—(1.) None of the Companies who are by this Act authorised to acquire lands by compulsion or agreement shall under the powers of this Act or under the powers of any former Act revived or extended by this Act purchase or acquire in any city borough or urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons

Restrictions on displacing persons of labouring class.

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belonging to the labouring class as tenants or lodgers unless and until the Company or Companies exercising the said powers—

(a) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case ; and

(b) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced :

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

(4.) Any conditions subject to which the Local Government Board may have approved of any scheme under this section or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the High Court of Justice.

(5.) If any of the said Companies acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court of Justice and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

Provided that the Court may if it think fit reduce such penalty.

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(6.) For the purpose of carrying out any scheme under this section any of the said Companies may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by any of the said Companies for the purposes of any scheme under this section in the same manner in all respects as if the Company or Companies exercising the said powers were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) Any of the said Companies may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by any of the said Companies in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions if any as they may see fit.

(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by any of the said Companies for the purpose of any scheme under this section.

(9.) The Local Government Board may direct any inquiries to be held which they may deem necessary in relation to any scheme under this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such

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powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10.) The Company or Companies exercising the said powers shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by the Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11.) The expression "labouring class" in this section includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Provision
with respect
to super-
fluous lands
of the Com-
pany.

51. 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 Third Schedule to this Act any part of which lands adjoins the Company's railway or any station belonging solely or jointly to the Company or is situate within one mile measured along the railway of any station belonging solely or jointly to the Company or which may be required for the purposes of any undertaking 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 they shall at the expiration of such period of ten years sell and dispose of all such parts of such lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking as superfluous lands.

52. The agreement herein-after mentioned is hereby confirmed and made binding upon the parties thereto and may and shall be carried into effect accordingly in the terms set forth in the Fourth Schedule to this Act:

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—
Agreement set forth in Fourth Schedule confirmed.

An agreement between the Birmingham and Henley-in-Arden Railway Company and the Company dated the fourth day of August 1888 for the working maintenance and use of the Birmingham and Henley-in-Arden Railway by the Company and for other purposes:

Provided always that the said agreement shall be subject to revision by the Railway and Canal Commission in manner provided by section 27 of the Railways Clauses Act 1863 as amended by the Railway and Canal Traffic Acts 1873 and 1888:

Provided further that nothing in this Act or in the said agreement shall affect the rights of the Postmaster-General under the Telegraph Act 1878 and section 14 of the Birmingham and Henley-in-Arden Railway Act 1888 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Birmingham and Henley-in-Arden Railway Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Birmingham and Henley-in-Arden Railway Company is owned leased or worked by the Company or amalgamated with the undertaking thereof and as freely and fully in all respects as he was entitled to do before the passing of this Act.

53. The Company on the one hand and the West Somerset Company on the other hand may from time to time enter into and carry into effect agreements for the redemption of the annuity or yearly rentcharge of six thousand six hundred pounds payable to the West Somerset Company by the Company under the provisions of the Bristol and Exeter Railway Act 1863 and such redemption may be effected either by the payment of a sum in cash or by the issue of debenture guaranteed preference or ordinary stock of the Company or by all or any of such means and generally on such terms as may be agreed between the Company and the West Somerset Company.

As to agreements with West Somerset Company.

54. Section 35 of the Great Western Railway Act 1888 shall be read and construed as if the expression "the Wrexham and Minera Extension Railway" had been substituted for the expression

Amending section 35 of Act of 1888.

A.D. 1889. "the Birkenhead Railway" wherever the last mentioned expression occurs in that section.

Power to
Company to
raise addi-
tional capital.

55. 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 three hundred thousand pounds exclusive of the other capital and other moneys which they are or may be authorised to create and issue or raise by this or any other Act or Acts of Parliament and the Company may create and issue such new shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

As to dis-
posal by
Company of
new shares
or stock.

56. 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 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 un-
issued shares
or stock.

57. 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 stocks 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 shall
have been
paid up.

58. 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 of
Company to
be subject to
same inci-
dents as
other shares
or stock.

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

in the capital The capital in new shares or stock so created shall form part of the capital of the Company. A.D. 1889.

60. Every person who becomes entitled to new shares or stock of the Company under this Act shall in respect of the same be a holder of shares or stock in the Company and shall 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. Dividends on new shares or stock of Company.

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

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

63. The Company may in respect of the additional capital of three hundred 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 one hundred 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 shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same are issued or their Power to Company to borrow.

A.D. 1889.

executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Company may issue debenture stock.

64. 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.

Application of moneys raised by Company.

65. 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 to be carried into effect by the Company and to the general purposes of the undertaking of the Company being in every case purposes to which capital is properly applicable.

Mortgages already granted by Company to have priority.

66. All mortgages or bonds granted before the passing of this Act by the Company or by or in the name of any company whose undertaking is under the powers of any Act of Parliament purchased by the Company or amalgamated with the undertaking of or vested in the Company shall during the continuance of such mortgages or bonds and subject to the provisions of the Acts under which such mortgages 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.

Power to Company to apply surplus moneys to purposes of this Act.

67. 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.

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

Power to Company and Midland Company and North-western Company to apply corporate funds to purposes of Act.

69. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Interest not to be paid on calls paid up.

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

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

71. 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 the Crown under Crown Lands Act.

72. 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

Saving rights of the Crown in the fore-shore.

[Ch. cxxxix.] *Great Western Railway Act, 1889.* [52 & 53 VICT.]

A.D. 1889. rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors.

Provision as
to general
railway Acts.

73. Nothing in this Act contained shall exempt the Company or the Midland Company or the North-western Company or their respective railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies 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 those companies respectively.

Costs of Act.

74. 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.

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FIRST SCHEDULE.

ARTICLES OF AGREEMENT made the 13th day of June 1889 between THE GREAT WESTERN RAILWAY COMPANY (herein-after called "the Great Western Company") of the first part THE LONDON AND SOUTH-WESTERN RAILWAY COMPANY (herein-after called "the South-western Company") of the second part and THE PLYMOUTH DEVONPORT AND SOUTH-WESTERN JUNCTION RAILWAY COMPANY (herein-after called "the Plymouth Company") of the third part.

WHEREAS by the Plymouth Devonport and South-western Junction Railway Act 1883 (herein-after called "the Act of 1883") the Plymouth Company were incorporated and empowered to make certain railways forming together a railway from Plymouth and Devonport to Lidford all in the county of Devon and of which railway the railway between Plymouth and Devonport in the Act of 1883 described as Railway No. 1 (and herein-after referred to as "the Railway No. 1 of 1883") forms part:

And whereas the railways of the Plymouth Company as between Devonport and Lidford are in course of construction and will probably be opened for public traffic in the early part of 1890 but the Railway No. 1 of 1883 has not yet been commenced:

And whereas the Plymouth Company have introduced a Bill into Parliament intituled "A Bill to authorise the Plymouth Devonport and South-western Junction Railway Company to abandon a certain portion of their undertaking and to confer on them further powers" by which Bill the Plymouth Company seek to abandon the construction of Railway No. 1 of 1883 and for reasons of economy to construct railways from the main line of the Great Western Company near Mutley Station to the South-western Company's railway near Friary Station (herein-after referred to as "the Plymouth proposed railways") such railways being proposed in substitution of Railway No. 1 of 1883 against which Bill the Great Western Company have presented a petition:

And whereas the South-western Company are empowered to work the railways of the Plymouth Company authorised by the Act of 1883 but such parts of those railways as are situate to the eastward of the South-western Company's Devonport Station are not to be made without the consent of the South-western Company and the South-western Company are content that Railway No. 1 of 1883 should be abandoned:

And whereas the Great Western Company are promoting a Bill in the present session of Parliament by which they seek powers to construct among other railways a railway in such Bill described as Railway No. 1 being—

A railway 3 furlongs 9 chains in length in the parish of Charles Plymouth from their Sutton Harbour Branch to their South Devon Railway:
And the South Western Company have presented a petition against the powers so sought thereby:

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And whereas such railway as proposed to be constructed by the Great Western Company (hereinafter referred to as "the Great Western proposed railway") although in the opinion of the South Western Company and the Plymouth Company not affording so independent a route as would be afforded in the event of construction of Railway No. 1 of 1883 or of the Plymouth proposed railways yet would to some extent meet all or most of the objects sought to be attained by the Plymouth proposed railways and the South Western Company are content to accept the Great Western proposed railway in substitution for the Railway No. 1 of 1883 and of the Plymouth proposed railways on the terms and conditions as to running powers and payment in respect thereof herein-after appearing:

And whereas the Great Western Company contend that the running powers which at present the South Western Company are entitled to and do exercise over the Great Western Company's lines between Lidford and the junction near Devonport of the Cornwall Railway with the Great Western Railway would not be available for the purposes of running trains between the Friary Station and Devonport but are limited to the running of trains on the Great Western Company's Railway between Lidford and Devonport and are willing to concede running powers over so much of the Great Western Company's lines including the Great Western proposed railway as would enable the South Western Company to run trains between Friary Station and Devonport upon the terms and conditions herein-after appearing:

And whereas by certain heads of arrangement bearing date the 24th day of March 1873 made between the South Devon Company now represented by the Great Western Company of the one part and the Devon and Cornwall Company therein called the Company now represented by the South Western Company of the other part scheduled to and confirmed by the Devon and Cornwall Railway (Extensions to Plymouth and Devonport) Act 1873 it is among other things provided by Article 3 as follows—"The South Devon Company and the Company shall not use their respective stations at the Sutton Harbour and Friary Gardens as passenger stations without their mutual consent or unless it shall be awarded on reference to arbitration that the station of either Company may be so used and in the event of such award the other Company shall have equal rights to use their station in the same manner":

And whereas on the terms and conditions as herein-after contained the Plymouth Company are willing with the consent of the South-western Company to proceed with their Bill for the abandonment of Railway No. 1 of 1883 and to withdraw from their Bill the power sought to construct the Railway No. 1 therein described:

NOW THEREFORE IT IS HEREBY MUTUALLY DECLARED AND AGREED by and between Companies parties hereto so far as the several matters are to be done or performed by them respectively as follows (that is to say):—

1. The Great Western Company shall construct and complete and open for public traffic within twelve months from the passing of the Act authorising the same the Railway No. 1 described in Clause 4 of the Great Western Company's Bill of the present session.

2. The Great Western Company hereby grant to the South-western Company running powers over the Great Western Company's proposed Railway No. 1 and over so much of any other railways of the Great

Western Company as [may be necessary to enable the South-western Company to run their trains from their Friary Station to their Devonport Station and vice versâ together with the use of any intermediate station of the Great Western Company. A.D. 1889.

3. In the event of the Great Western proposed railway not being completed within the period herein-before mentioned or by the time the Friary Station is passed by the Board of Trade as fit for passenger traffic the South-western Company shall be at liberty for the purposes of any traffic between Friary and Devonport and beyond to use the existing lines of the Great Western Company between those points and from the date when such passenger station or the Great Western Company's proposed Railway No. 1 shall be passed by the Board of Trade as fit for passenger traffic whichever shall first happen the Great Western Company shall be entitled to the minimum payment provided by Article 5.

4. The payments to be made by the South-western Company in respect of all through traffic for passengers and goods in the exercise of the running powers hereby granted to them shall be as follows:—

- (A) On traffic arising or terminating at North Road Station and destined for or coming from places beyond the station to be constructed at Beer Ferris on the Plymouth Company's line a proportion of $1\frac{1}{2}$ miles;
- (B) On traffic arising or terminating at Mutley Station and destined for or coming from places beyond the station to be constructed at Beer Ferris on the Plymouth Company's line a proportion of 2 miles;
- (C) On traffic arising or terminating at Friary Station and destined for or coming from places beyond the station to be constructed at Beer Ferris on the Plymouth Company's line a proportion of 4 miles;
- (D) The receipts from passenger traffic arising and terminating between Friary Station and the station to be constructed at Beer Ferris on the Plymouth Company's line including those stations and all intermediate stations (all which stations inclusive are referred to as local stations) shall be divided by chainage;
- (E) The receipts from goods traffic arising and terminating between local stations shall be divided by chainage after deducting an agreed terminal at each end;
- (F) The mileage proportion shall in every case be subject to an allowance to the South-western Company of $27\frac{1}{2}$ per cent. on such proportions respectively for working expenses and except as herein otherwise provided each Company shall receive the usual clearing house terminal on goods traffic arising or terminating at their respective stations.

5. The aggregate annual payment to be made by the South-western Company to the Great Western Company for the exercise by the former of the running powers hereby granted over the railways of the Great Western Company shall in no event be less than £1,250.

6. The rates and fares between all local stations where the lines of both Companies are used and also between local stations and all competitive stations shall be agreed between the Great Western and South-western Companies but rates and fares between the local stations and non-competitive stations of the South-western Company shall be fixed by the South-Western Company Provided that in the event of the Great Western Company dissenting from rates and fares so made as they affect the receipts on their

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line they may demand a reference of the difference to arbitration the disputed rates and fares remaining in force pending a decision.

7. The present arrangements between the South-western and Great Western Companies as regards North Road Station to be continued but in the event of the South-western Company running a service between the local stations a share of the working expenses of Mutley Station calculated in proportion to the number of passengers carried by the Great Western and South-western Companies respectively using that station shall be paid by the South-western Company to the Great Western Company.

8. The South-western Company shall be at liberty to use their Friary Station as a passenger station and to provide all such accommodation as they may consider necessary for the purposes of such user.

9. The Great Western Company shall be at liberty to use their Sutton Harbour Station or any other station they may construct in that locality as a passenger station and to provide all such accommodation as they may consider necessary for the purposes of such user.

10. The Great Western Company shall at all times afford all proper facilities for the working of South-western trains over their railways and priority shall be given to the train first signalled from the signal box next to the respective junctions.

11. The Plymouth Company shall withdraw from their Bill the power to construct the Railway No. 1 therein described and shall proceed with their Bill in respect of the abandonment of Railway No. 1 of 1883 and this agreement shall be contingent on such withdrawal and abandonment respectively.

12. Any difference arising between the Companies in reference to any of the matters herein-before mentioned or referred to shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859.

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

J. D. HIGGINS,
Secretary.



The Common Seal of the Plymouth Devonport and South-western Junction Railway Company was hereunto affixed in the presence of

MOUNT-EDGCUMBE,
Chairman.
JAMES WARD BURCHELL,
Secretary.



SECOND SCHEDULE.

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FIRST PART.

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

Railway.	Parish.	No. on Deposited Plans.	Description of Property.
Railway No. 1 -	Laira Green -	15	Field watercourse and shed
		16	Approach road to sewage tank and banks
		17	Field and watercourse

SECOND PART.

DESCRIBING LANDS BUILDINGS AND MANUFACTORIES whereof Portions only are required to be taken by the Company and the London and North-western Railway Company.

Railway.	Parish.	No. on Deposited Plans.	Description of Property.
Widening of part of the Shrewsbury and Hereford Railway.	Bodenham -	15	Garden.
		16	Hotel and outbuildings, yards, stables, coach-house, sheds, road, approach and wood : Provided always that no part of the said widening shall extend more than forty feet to the south-west of the centre line thereof as shown on the deposited plans where the same passes through the said property.
		17	Field, footpath, rickyard and pigstyes.
	Marden -	6	Field, pool and occupation crossing.

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THIRD SCHEDULE.

SUPERFLUOUS LANDS.

BRISTOL (City and County of). Bedminster.	NORTHAMTONSHIRE. Warkworth.
CHESHIRE. Runcorn.	PEMBROKESHIRE. Rosemarket.
DEVONSHIRE. Collumpton. St. David, Exeter.	SHROPSHIRE. Drayton Hales. Ercall Magna. Hodnet. Longford.
DORSETSHIRE. Stratton.	SOMERSETSHIRE. Trent.
GLAMORGANSHIRE. Llanwonno. Newcastle. Pendoylan. St. Bride-super-Ely.	STAFFORDSHIRE. Drayton Hales. Dudley. Kingswinford. Oldswinford. Sedgley. Wolverhampton.
GLOUCESTERSHIRE. Alvington. Bourton-on-the-Water. Churchdown. East Dean (Township). Mickletown. Westbury-on-Severn. Chipping Campden.	WARWICKSHIRE. Fenny Compton.
HEREFORDSHIRE. Holmer. Ledbury. Leominster. Weston Beggard. Withington.	WORCESTERSHIRE. All Saints, Evesham. Churchill. Church Honeybourne. Claines. Fladbury. Halesowen. Leigh. Lindridge. Oldswinford. St. Andrew } and } Pershore. Holy Cross, } St. Nicholas, Droitwich.
MIDDLESEX. Fulham.	
MONMOUTHSHIRE. Caldicot. Chepstow. Peterstone. St. Bride, Netherwent.	

FOURTH SCHEDULE.

A.D. 1889.

ARTICLES of AGREEMENT made this Fourth day of August One thousand eight hundred and eighty-eight between THE BIRMINGHAM AND HENLEY-IN-ARDEN RAILWAY COMPANY (herein-after called "the Henley-in-Arden 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 Henley-in-Arden and Great Western Junction Railway Act 1873 the Henley-in-Arden and Great Western Junction Railway Company were incorporated and (subject to the provisions of the Act) were authorised to make and maintain the railway therein referred to with all proper stations sidings approaches works and conveniences connected therewith And by the same Act it was enacted (section 51) that the Henley-in-Arden Company and the Great Western Company might subject to the provisions of Part III. of the Railways Clauses Act 1863 from time to time enter into agreements with respect to the use of the railway of the Henley-in-Arden Company and of the works connected therewith the arrangements for the conduct of the traffic thereon and the fixing collection division and appropriation of the revenue arising from that traffic AND WHEREAS by the Henley-in-Arden and Great Western Junction Railway (Revival of Powers) Act 1884 it was (amongst other things) enacted (section 2) That the said recited Act as thereby varied or amended and the Act now in recital should be read together and should form one Act and might be cited together as the Henley-in-Arden and Great Western Junction Railway Acts 1873 and 1884 (section 3) That after the passing of the Act the name of the Henley-in-Arden Company instead of the Henley-in-Arden and Great Western Junction Railway Company should be the Birmingham and Henley-in-Arden Railway Company and (section 5) That the powers conferred upon the Henley-in-Arden Company by the Act of 1873 for the construction and completion of the railway by that Act authorised should be and the same were thereby revived AND WHEREAS a Bill is now pending in Parliament under the name or short title of "The Birmingham and Henley-in-Arden Railway Bill" by which it is (amongst other things) proposed to be enacted (section 2) That the Acts of 1873 and 1884 as proposed to be varied or amended by the said Bill and the said Bill in case it should become an Act shall be read together and shall form one Act and may be cited together as the Birmingham and Henley-in-Arden Railway Acts 1873 1884 and 1888 (section 4) That all the rights powers and authorities conferred upon the Henley-in-Arden Company by the Acts of 1873 and 1884 for (*inter alia*) the construction and completion of the railway shall be revived (section 5) That the railway and works which the Henley-in-Arden Company may under the powers sought by the said Bill and the Acts of 1873 and 1884 as thereby proposed to be revived make or complete and maintain are—A railway (3 miles 6 chains and 80 links in length) wholly in the county of Warwick commencing in the parish of Rowington by a junction with the Birmingham and Oxford line of

A.D. 1889.

the Great Western Company about 120 yards southward of the bridge carrying that line over the road leading from Rowington Green to Lowson Ford and terminating in the township of Henley-in-Arden in the parish of Wootton Waven about 80 yards eastward of the house which was formerly used as the gate-house on the Birmingham and Stratford-on-Avon turnpike road at Henley-in-Arden until that road was disturnpiked together with all proper stations approaches junctions sidings roads works and conveniences connected therewith respectively and (section 7) That (amongst other sections) section 51 of the Act of 1873 shall be as valid and binding as if it had been re-enacted AND WHEREAS the convenience of the public and the interests of the Companies parties hereto would be promoted by the working by the Great Western Company of the railway of the Henley-in-Arden Company 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 it is hereby declared and agreed by and between the Henley-in-Arden Company for themselves and their assigns and the Great Western Company for themselves and their assigns as follows namely:—

ARTICLE 1. The expression "the railway" whenever herein-after employed means and includes the railway of the Henley-in-Arden Company authorised by the Henley-in-Arden and Great Western Junction Railway Acts 1873 and 1884 and the said recited Bill if sanctioned by Parliament and the stations sidings approaches works and conveniences connected therewith including all works and conveniences for landowners and others which under Act of Parliament or contract the Henley-in-Arden Company may be bound to make.

ARTICLE 2. The word "traffic" whenever herein-after employed means and includes all passenger parcel mail mineral animals goods merchandise and all other traffic whatsoever whether local or through to be conveyed by the Great Western Company on the railway or any part thereof.

ARTICLE 3. The Henley-in-Arden Company will unless otherwise agreed with the Great Western Company make and complete the railway with a single line of rails on the narrow gauge but with land and over bridges for a double line on the narrow gauge with efficient permanent way consisting of steel rails of approved section 76 pounds to the yard and with a proper and sufficient passenger and goods station at Henley-in-Arden and all proper and sufficient junctions sidings station fittings ticket cases furniture weighing machines dwelling-houses at level crossings (where necessary) engine and other sheds cranes water water tanks water cranes cattle pens turntables signals electric telegraph passing places and other works appliances and conveniences so that the railway shall at the latest by the time limited for the completion thereof be approved by 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 (herein-after called "the engineer") The Henley-in-Arden Company will to the satisfaction of the Great Western Company provide at the Kingswood Station on the Great Western Railway proper and sufficient sidings works and conveniences for the interchange of traffic and any of the works shown upon certain plans which were some time

since agreed between the respective engineers of the Henley-in-Arden Company and the Great Western Company as works to be provided by the Henley-in-Arden Company which the Great Western Company have already provided at or in connexion with such station for the accommodation of the traffic of the railway shall be taken into account and paid for by the Henley-in-Arden Company accordingly and the Henley-in-Arden Company will also for the first twelve calendar months after the opening of the railway for public traffic maintain the same and all the various works matters and things mentioned in this article in substantial repair and in good working order and condition to the reasonable satisfaction of the engineer but the Henley-in-Arden Company shall not without the consent in writing of the Great Western Company construct a station at any point upon the railway other than at Henley-in-Arden as aforesaid.

ARTICLE 4. Before the opening of the railway for public traffic the Henley-in-Arden 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 railway for public traffic to work and use the same in accordance with this agreement.

ARTICLE 5. If and whenever after the opening of the railway for public traffic any additional station sidings or other works or conveniences are found expedient or necessary for the due development or the safe convenient or economical reception accommodation conveyance or delivery of traffic carried or to be carried over the railway or for compliance with the requirements of any Act of Parliament or of the Board of Trade or of any contract binding on the Henley-in-Arden Company and whether on the railway or on the Birmingham and Oxford line of the Great Western Company the same shall at the request of the Great Western Company be provided by and at the expense of the Henley-in-Arden Company and they will provide and complete the same to the reasonable satisfaction of the engineer and so as to comply with any requirements of the Board of Trade in relation thereto and such works so far as the same are constructed upon the railway shall when completed for the purpose of this agreement be deemed to be part of the railway.

ARTICLE 6. If and whenever hereafter it is found necessary for the fulfilment by the Henley-in-Arden 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 the Henley-in-Arden Company will apply to Parliament or to the Board of Trade under the provisions of the Railway Companies Powers Act 1864 for and use their utmost reasonable endeavours to obtain an Act or a certificate authorising them to raise the requisite amount by shares and by borrowing respectively.

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

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ARTICLE 8. Upon the completion of the railway and the approval thereof by the Government inspector and the engineer as provided by Article 3 and during the continuance of this agreement 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 after the expiration of twelve calendar months after the opening of the railway for public traffic and during the continuance of this agreement the Great Western Company will maintain and repair the same and will keep the same in substantial repair and in good working order and condition.

ARTICLE 10. On and after the opening of the railway for public traffic and during the continuance of this agreement the Great Western Company may and will use and cause the same to be used for all traffic to be from time to time conveyed thereon. And the Henley-in-Arden Company will from time to time to the reasonable satisfaction of the engineer afford to the Great Western Company all such accommodation and facilities as shall be proper and sufficient for the safe and convenient user by them of the railway and of every part thereof and the reception accommodation conveyance and delivery of traffic.

ARTICLE 11. On and after the opening of the railway for public traffic the Great Western Company will work the same in connexion with the Great Western Railway system 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 railway and from time to time will run proper and reasonably sufficient trains thereover and thereon. For the purposes of this agreement the Great Western Company will put into operation such through rates and fares as shall be necessitated or rendered expedient by the traffic to the same extent as if the railway formed part of the Great Western Railway system. Provided that a more extended system of through booking to or from stations on the railway shall not be required by the Henley-in-Arden Company than shall for the time being be in force to or from some or one of the following stations on the Great Western Railway in the immediate locality of the railway viz. Knowle Kingswood and Hatton.

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

ARTICLE 13. On and after the opening of the railway 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 working of the railway (except the secretary of the Henley-in-Arden Company and his staff) and will provide all such locomotive power engines carriages trucks rolling stock (except wagons for mineral traffic) plant stores material and labour as shall be proper and sufficient for the working and user of the railway and every portion thereof by the Great Western Company and the reception accommodation conveyance and delivery by them of traffic thereon and the effectual development of such traffic

according to the true intent of this agreement and the Henley-in-Arden Company shall not be bound to employ or provide any such person or thing.

ARTICLE 14. On and after the opening of the railway for public traffic 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 railway all the rights powers and privileges whatsoever in that behalf of the Henley-in-Arden Company and as fully and effectually as if the railway was part of the Great Western Railway.

ARTICLE 15. The Great Western Company will in the exercise of their obligations 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 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 Henley-in-Arden Company from and against all obligations and liabilities in that behalf and all penalties for failure 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 officers agents or servants in relation thereto.

ARTICLE 16. On and after the opening of the railway for public traffic and during the continuance of this agreement the Henley-in-Arden Company will bear and pay all tithe rentcharges rents rates taxes and assessments usually paid by landowners or properly chargeable against capital and the Great Western Company will bear and pay all rates and taxes assessments salaries wages and other outgoings in respect of the working of the railway properly chargeable against revenue except property or income tax (Government duty being provided for as mentioned in Article 20) and except the remuneration of the directors and auditors of the Henley-in-Arden Company and the salaries of their secretary and officers and their office expenses.

ARTICLE 17. The Henley-in-Arden Company shall from time to time after the opening of the railway for public traffic and during the continuance of this agreement make or satisfy all expenditure and liability properly chargeable against capital.

ARTICLE 18. If and whenever after the opening of the railway for public traffic and during the continuance of this agreement the Great Western Company make or satisfy any expenditure or liability of the Henley-in-Arden Company properly chargeable against capital including any amount beyond the amount (if any) which in the opinion of an arbitrator to be appointed as herein-after mentioned would be properly chargeable to ordinary maintenance payable in respect of or in relation to compensation for the non-working of any mines or minerals under or near the railway the working of which in the opinion of the Great Western Company would be likely to damage the railway and which expenditure or liability the Henley-in-Arden Company shall have neglected or refused to make or satisfy after reasonable notice thereunto requiring them the amount so paid or applied by the Great Western Company in that behalf shall be a debt due to them from the

A.D. 1889. Henley-in-Arden Company and shall bear interest at the rate of £5 per cent. 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 Henley-in-Arden Company and the amount of such debt and interest may be deducted by the Great Western Company from any moneys in their hands accruing to the Henley-in-Arden Company including the rebate herein-after mentioned.

ARTICLE 19. On and after the opening of the railway for public traffic the tolls fares rates and charges in respect of the same and the traffic thereon shall from time to time be fixed by the general manager for the time being of the Great Western Company and he shall have power to fix and quote such tolls fares rates and charges as he may think proper and necessary and shall in other respects have and may exercise the same powers and authorities 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 and in the event of the Henley-in-Arden Company objecting to any of the tolls fares rates and charges so fixed the particulars of which shall from time to time be furnished to the Henley-in-Arden Company on their application once in every year or oftener if reasonably requisite the same shall be settled by arbitration in manner herein-after provided.

ARTICLE 20. The gross amount of all the tolls fares rates and charges wharfage and other rents and sums of money from time to time payable to the Henley-in-Arden Company and the Great Western Company respectively in respect of the railway and the traffic thereon and receivable by the Great Western Company and the Henley-in-Arden Company or either of them shall after the deduction therefrom of the Government duty on passengers be divided between and belong to the two companies in the following proportions namely:—

The Great Western Company's percentage shall be 60 per cent. and the Henley-in-Arden Company's percentage shall be the remaining 40 per cent.

ARTICLE 21. For a period of 21 years from the opening of the railway for public traffic the Great Western Company will allow to the Henley-in-Arden Company a rebate of £5 per cent. upon the proportion actually accruing to the Great Western Company from the receipts upon their own lines arising from through booked traffic passing between stations on lines the property of the Great Western Company or beyond and stations on the railway (excluding for the purpose of calculating such proportion the receipts accruing to the Great Western Company in respect of lines now or hereafter leased to or worked either solely or jointly by or owned jointly by the Great Western Company) Provided always that terminals and all charges or allowances made to the public for collection and delivery of parcels and goods shall be deducted from such receipts before the rebate is allowed.

ARTICLE 22. The gross amount referred to in Article 20 shall comprise the wharfage and other rents and sums of money therein mentioned and all 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 full mileage proportion of all the gross tolls fares rates and charges receivable in respect of all through traffic (after the deduction therefrom of the Government duty on passengers and of the usual Clearing House station to station

terminals and transfer charges) and including all terminals on traffic arising or terminating at any station upon the railway any station which may hereafter be erected at the junction of the railway with the Birmingham and Oxford Line of the Great Western Company being considered as between the parties hereto in respect of traffic arising or terminating at that station and passing only upon the railway or some part thereof as a station on the railway but not including in any case the rebate payable under the last preceding Article or paid-ons or 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 on the railway or beyond the whole of which the Great Western Company shall be entitled to deduct and retain prior to any division.

ARTICLE 23. 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 such inspection and transcription accordingly.

ARTICLE 24. No land belonging to the Henley-in-Arden 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 of the Great Western Company for the time being and by the engineer that such land is not required for the present or proximate traffic of the railway and the Great Western Company if they think fit may in any lands of the Henley-in-Arden Company excavate remove and use any material or materials which may be required for ballasting maintaining repairing or otherwise in connexion with the railway or any part thereof without payment therefor.

ARTICLE 25. Each of the Companies will within 35 days after the 30th day of June and the 31st 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 all moneys payable by the Great Western Company shall be paid by them to the Henley-in-Arden Company within eight weeks after the termination of the respective half-years.

ARTICLE 26. If and whenever either of the Companies within fourteen days 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 shall thenceforth be deemed a settled account. If the Companies 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 reopened.

ARTICLE 27. 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 and be left for them at as regards the Henley-in-Arden Company their principal office at 8 Old Jewry London or such other place of which they shall from time to time give notice in writing to the Great

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Western Company and as regards the Great Western Company their principal office at Paddington.

ARTICLE 28. The Henley-in-Arden Company shall before the opening of the railway or any part thereof for public traffic deliver or cause to be delivered to the Great Western Company free of charge the following documents (namely):—

- (1.) Parliamentary plans and sections of the 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 and others as to accommodation or other works sidings and level crossings.

And in the event of the Henley-in-Arden Company failing to do so the Great Western Company in addition to such remedies as they may have against the Henley-in-Arden Company for not doing so or to compel them to do so may obtain at the expense of the Henley-in-Arden 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 Henley-in-Arden Company or may recover the same against the Henley-in-Arden Company in any court of competent jurisdiction.

ARTICLE 29. This agreement shall be subject to the approval of the proprietors of the Henley-in-Arden Company and of the Great Western Company respectively at a general meeting of each of the said Companies specially convened for the purpose and the majority at each of such meetings to approve of the agreement shall be three-fifths of the votes of the proprietors present in person or by proxy at each of such meetings and subject to such approval this agreement shall so far as the Companies can legally agree be in perpetuity but subject to the revision thereof by the Railway Commissioners in the manner provided by section 27 of the Railways Clauses Act 1863 as modified by the Regulation of Railways Act 1873.

ARTICLE 30. All matters herein-before referred to arbitration and all differences which may arise between the Henley-in-Arden Company or their assigns and the Great Western Company or their assigns touching the true intent or construction of this agreement or touching anything to be done suffered or admitted 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 alleged 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 alleged non-fulfilment or touching any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises shall be referred to and determined by an individual arbitrator to be appointed in case of difference by the Attorney-General for the time being but save as is expressly varied by this article such arbitration shall be held and conducted 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.

[52 & 53 VICT.] *Great Western Railway Act, 1889.* [Ch. cxxxix.]

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ARTICLE 31. This agreement is entered into subject to the said recited Bill receiving the Royal Assent in the present session of Parliament and subject thereto either the Henley-in-Arden Company or the Great Western Company shall be at liberty to apply in the next or any subsequent session of Parliament for a confirmation of this agreement and both Companies shall bonâ fide use their best endeavours to obtain such confirmation.

In witness whereof the Henley-in-Arden 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 Henley-in-Arden Railway }
Company was hereunto affixed in the presence of }
A. DRAYCOTT,
Director of the Company.



The Common Seal of the Great Western Railway Com- }
pany was hereunto affixed in the presence of }
J. D. HIGGINS,
Secretary.



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