



CHAPTER clix.

An Act for conferring further powers upon the Great Western Railway Company for vesting in that Company the Undertakings of the Whitland and Cardigan the East Gloucestershire and the Witney Railway Companies for confirming an Agreement with the Woodstock Railway Company and for other purposes. [4th August 1890.]

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

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

And whereas it is expedient that the powers granted by the Great Western Railway Act 1883 and extended in part by the Great Western Railway Act 1886 for the purchase of lands for the several purposes authorised by the said Act of 1883 which are in this Act specified or referred to in that behalf should be revived and extended and that the period limited by the said Acts for the construction and completion of the Railways No. 6 and No. 7

A.D. 1890. authorised by the said Act of 1883 should be extended as in this Act respectively provided :

(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 :

(Confirmation of agreement with Woodstock Railway Company &c.) And whereas it is expedient that the agreement between the Woodstock Railway Company and the Company which is set forth in the Second Schedule to this Act should be confirmed and that the powers granted by the Woodstock Railway Act 1886 for the construction of the railway authorised by that Act should be revived and extended :

(Vestings of Whitland and Cardigan East Gloucestershire and Witney Railways.) And whereas the railways of the Whitland and Cardigan Railway Company (in this Act called "the Whitland Company") the East Gloucestershire Railway Company (in this Act called "the East Gloucestershire Company") and the Witney Railway Company (in this Act called "the Witney Company") respectively are under the authority of Parliament worked and maintained by the Company and it is expedient that the undertakings of those companies respectively should be transferred to and vested in the Company and that the agreements with reference thereto which are set forth in the Third Fourth and Fifth Schedules to this Act should be confirmed :

(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 :

(Additional capital.) 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 :

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

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

Short title. 1. This Act may be cited for all purposes as the Great Western Railway Act 1890.

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

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

Part I. (relating to the construction of a railway) Part II. (relating to extension of time) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863: A.D. 1890.

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 herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction: Interpretation.

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.

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 new railways and widenings of existing railways herein-after 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 Power to make new railways and widenings.

A.D. 1890. for those purposes The new railways and widenings of existing railways herein-before referred to and authorised by this Act are—

1. A railway (No. 1) five miles seven furlongs eight chains and ten links in length commencing in the parish of Shirehampton in the county of Gloucester by a junction with the sidings of the Company at the Avonmouth Dock and terminating in the parish of Almondsbury in the said county by a junction with the Bristol and South Wales Union Railway of the Company :
2. A railway (No. 2) seven miles six furlongs and one chain in length commencing in the parish of Urchfont in the county of Wilts by a junction with the railway of the Company and terminating in the parish of East Coulston in the said county by a junction with the Railway No. 6 authorised by the Great Western Railway Act 1883 :
3. A railway (No. 3) one furlong seven chains and fifty links in length to be wholly situate in the parish of Saint Mary the Virgin Cardiff in the county of Glamorgan commencing by a junction with the widening of the South Wales Railway of the Company by this Act authorised and herein-after described and terminating by a junction with the railway of the Taff Vale Railway Company to the west side of the West Bute Dock :
4. A widening thirteen miles one chain and thirty links in length of the Company's railway commencing in the parish of Taplow in the county of Bucks near the eastern end of the viaduct carrying the railway of the Company over the River Thames at Maidenhead and terminating in the parish of Saint Mary Reading in the county of Berks about 5 chains westward of the western end of the bridge carrying the Company's railway over Caversham Road Reading :
5. A widening one mile six chains and twenty-three links in length of the Company's railway commencing in the parish of Shipton-on-Cherwell in the county of Oxford about 4 chains southward of the southern end of the bridge carrying the said railway over the Oxford Canal and terminating in the parish of Kidlington in the said county at or near the bridge carrying the public road over the said railway at the Woodstock Road Station :
6. A widening three furlongs one chain and ninety links in length of the Company's South Wales Railway commencing in the parish of Saint Mary the Virgin Cardiff in the county of Glamorgan at or near a point on the branch railway of the Company known as the Penarth Curve about one hundred

yards westward of the junction of the said branch railway with the said South Wales Railway and terminating in the same parish about twenty-seven yards eastward of the bridge carrying the said railway over the Glamorganshire Canal. A.D. 1890.

5. The railways and widenings 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 subject to the provisions of the Railway and Canal Traffic Act 1888 the tolls rates and charges to be demanded and recovered in respect of the railways and widenings and the traffic thereon shall not exceed as follows :— Railways to be part of Company's undertaking.

With respect to Railway No. 1 the tolls rates and charges prescribed by the Bristol and South Wales Union Railway Act 1857 ;

With respect to Railway No. 2 the tolls rates and charges prescribed by the Berks and Hants Extension Railway Act 1859 ;

With respect to Railway No. 3 and the widening of the Company's South Wales Railway the tolls rates and charges prescribed by the South Wales Railway Consolidation Act 1855 ;

And with respect to the other widenings of the Company's railway the tolls rates and charges prescribed by the Great Western Railway (Amendment and Extensions) Act 1847.

6. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railways and widenings carry the same with a single line only whilst the railways and widenings shall consist of a single line and afterwards with a double line only across and on the level of the roads next herein-after mentioned (that is to say) :— Power to cross certain roads on the level.

Number on deposited Plan.	Parish.	Description of Road.
	RAILWAY NO. 1.	
5	Shirehampton - - -	Public.
30	Henbury - - -	Lane.
40	Henbury - - -	Lane.
59	Henbury - - -	Public.
76	Henbury - - -	Public.
121	Henbury - - -	Public.
132	Henbury - - -	Public.

A.D. 1890. Provided always that the Company shall construct a footbridge over the railway at the said road numbered 5 in the parish of Shirehampton with such gates at the level crossing as the Board of Trade may approve.

Inclination roads. 7. In altering for the purposes of this Act the roads next hereinafter mentioned the Company may make the same of any inclinations not steeper than the inclinations hereinafter mentioned in connexion therewith respectively (that is to say) :—

Number on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
RAILWAY No. 1.			
177	Henbury - -	Public -	1 in 20
RAILWAY No. 2.			
69	Urchfont - -	Public - -	1 in 15½
7	West Lavington - -	Public - -	1 in 20 on one side and 1 in 30 on the other.
7, 8	Little Cheverell -	Public - -	1 in 20
5	Great Cheverell -	Public - -	1 in 20
5	Earl Stoke - -	Bridle path - -	1 in 20

Height and span of bridges. 8. The Company may make the arches of the bridges for carrying the railways and widenings over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say) :—

Number on deposited Plan.	Parish.	Description of Road.	Height.	Span.
RAILWAY No. 2.				
69	Urchfont - -	Public - -	14 feet	20 feet
34	Market Lavington - -	Public - -	14 feet	20 feet
RAILWAY No. 3.				
5	St. Mary the Virgin Cardiff	Public - -	14 feet	40 feet
14	St. Mary the Virgin Cardiff	Public - -	16 feet	40 feet.
19a	St. Mary the Virgin Cardiff	Public - -	16 feet	28 feet 6 inches.

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Power to
divert roads
as shown on
deposited
plans.

10. 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 the 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 or Widening.	Parish.	No. of Road on Plan.
Railway No. 1. - - -	Henbury - - -	133
Railway No. 2. - - -	Great Cheverell - - -	37
Widening No. 4 - - -	Bray - - -	16, 21
Widening No. 4 - - -	Hurst - - -	5
Widening No. 4 - - -	Sonning - - -	7, 13

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.

As to con-
struction of
Railway
No. 1 where
it crosses
certain sea
banks.

11. The formation surface of Railway No. 1 where it crosses the sea banks respectively numbered on the deposited plans 14 in the parish of Shirehampton and 2b in the parish of Henbury shall be constructed at a level at least as high as the top of the said banks respectively and the rails at the said points of crossing shall be at least 2 feet above the said formation surface at those points and the said sea banks respectively shall after the construction of the said railway be kept in repair by the Company for a distance of 25 yards on either side of the railway where it crosses the said sea banks.

Works on
the Rivers
Thames and
Kennet to be
executed
under the
direction of
the Conser-
vators of the
River
Thames.

12. The widening No. 4 by this Act authorised and all or any temporary or permanent works connected therewith so far as the same affect the River Thames or any branch thereof and the River Kennet shall if constructed be executed according to a plan and elevation which shall be subject to the reasonable approval in writing of the Conservators of the River Thames (herein-after referred to as "the Conservators") and deposited at their office and the works in the said rivers shall be executed and performed to the reasonable satisfaction of the engineer for the time being of the Conservators and the traffic of the said rivers shall not be interfered with more than may be necessary in the construction of the said widening and works connected therewith and the Company shall upon the completion of the permanent works within fourteen days after notice in

writing from the Conservators so to do remove any materials for temporary works which may have been placed in the said rivers by the Company and on their failing to do so the Conservators may remove the same charging the Company with the reasonable expense of so doing and the Company shall forthwith repay to the Conservators all expenses so incurred.

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13. The openings of the temporary works in connexion with the bridge over the River Thames at Maidenhead comprised in widening No. 4 shall not be less than two in number and shall each be thirty-five feet wide the opening on the Buckinghamshire side of the river to include a tow-path of not less than eight feet in width carried on open piling In the construction of the said widening the Company shall leave free for the passage of floods a space of not less than two-thirds of the remainder of the openings of the permanent arches and shall provide and maintain at their own expense if so required by the Conservators for the purposes of navigation a depth of water of not less than five feet at the lowest summer level at above and below and within such distance of the temporary navigation openings as shall be reasonably required by the Conservators.

Special provisions with regard to the bridge over the Thames at Maidenhead.

14. In addition to the widening of the bridge over the River Kennet for the purposes of railway traffic the Company shall widen the same to an extent of six feet with proper approaches thereto for the passage of foot traffic and of horses towing boats and other craft on the river Thames and shall maintain for such purpose such widening and approaches at all times and at their own expense and the Company may at any time or times hereafter should it be necessary for them to do so at their own expense alter or remove the widened portion of such bridge and the approaches thereto and substitute to the reasonable satisfaction of the Conservators a new widening of the bridge and approaches therefor but so as such alteration or removal or substituted widening and approaches shall not stop the passage of foot traffic or of horses towing boats and other craft on the River Thames or unnecessarily interfere therewith but no toll shall be charged by the Company for the user of the said bridge and approaches for foot traffic or for horses towing boats and other craft.

Special provisions with regard to the bridge over the River Kennet in the parishes of St. Lawrence Reading and Sonning.

The Conservators in consideration of such widening to the extent of six feet as aforesaid shall convey to and at the expense of the Company for a nominal consideration the house garden and property belonging to the Conservators numbered 33 on the deposited plans.

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Dredging by
Conservators.

15. The widening No. 4 by this Act authorised shall be so constructed that the foundations of the piers and abutments of the respective bridge works of the Maidenhead and Kennet bridges shall unless otherwise agreed between the Conservators and the Company be made and maintained at a depth not less than the foundations of the said existing bridges.

Provisions
with regard
to the
towing
paths.

16. Nothing in this Act contained shall authorise the Company to lessen at any time the width of the towing paths existing at the time of the passing of this Act and the Company shall extend and maintain at their own expense the camp sheathing under the bridge at Maidenhead and under the bridge over the Kennet.

Company not
to commence
any work on
shore of
Thames and
Kennet until
notice given to
Conservators.

17. The Company shall not make or commence any work on the shore or bed of the Rivers Thames or Kennet without the consent in writing of the Conservators until the expiration of one calendar month after notice in writing to the Conservators.

Lights to be
exhibited
upon the
widening
and upon
temporary
works during
construction.

18. The Company shall during the construction of the works hang out or exhibit at or near to the works in connexion with widening No. 4 so far as they affect the Rivers Thames and Kennet by this Act authorised every night from sunset to sunrise lights to be kept burning by and at the expense of the Company and proper and sufficient for the navigation and safe guidance of vessels and the lights shall from time to time be altered by the Company in such manner and be of such kind and number and be so placed and used as the Conservators by writing under the hand of their secretary shall approve and direct and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence forfeit five pounds.

Company
not to inter-
fere with the
bed of the
rivers.

19. Nothing in this Act contained shall authorise or empower the Company to embank or encroach upon or interfere with any part of the soil or bed of the Rivers Thames and Kennet or the shore thereof except according to the plan to be approved in writing by the Conservators.

Company
not to take
gravel &c.
from rivers
without con-
sent of Con-
servators.

20. The Company shall not (except as far as shall be necessary in the construction of the said widening and the works connected therewith) take any gravel soil or other material from the bed of the said rivers without the previous consent of the Conservators signified in writing under the hand of their secretary.

Works below
high water
mark not to
be com-
menced

21. The Company shall not construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and re-flows any work without the previous consent of the Board of Trade to be

signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost and charge of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable accordingly with costs.

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without consent of Board of Trade.

22. For the protection of the commissioners of sewers for the lower level of the county of Gloucester (herein-after referred to as "the commissioners") and of the said level the following provisions shall unless otherwise agreed between the commissioners and the Company have effect (that is to say) :—

For the protection of the commissioners of sewers for the lower level of the county of Gloucester.

1. Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse sea-wall defence or work under the jurisdiction or control of the commissioners the Company shall not commence such works until they have given to the commissioners one month's notice in writing of their intention to commence the same by leaving such notice at the office of the clerk of the commissioners with plans elevations sections and other necessary particulars of the said works and the commissioners shall have signified their approval of the same or on their failure to do so within one month after the service of the said notice and delivery of the said plans and sections until the said plans elevations and sections shall have been approved by an arbitrator to be appointed as herein-after provided and all such works shall be executed by the Company according to such approved plans elevations sections and other necessary particulars :
2. The Company shall comply with and conform to all reasonable directions and regulations of the commissioners in the execution and subsequent maintenance of the said works and shall provide by new altered or substituted works in such manner as the commissioners may deem necessary for the proper protection of and for preventing injury or impediment to the sewers drains sea-walls and other works herein-before referred

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to by reason of the said intended works or any part thereof and for preventing by reason of such works the influx of the sea or of the tidal waters of the River Severn in or upon any lands within the said level and shall save harmless the commissioners against all and every expense to be occasioned thereby :

3. All such works shall be done under the superintendence and to the reasonable satisfaction of the engineer of the commissioners at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the commissioners may be put to by reason of the works shall be paid to the commissioners by the Company and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the said works shall for ever afterwards remain under the jurisdiction and control of the commissioners and shall be maintained cleansed and kept in repair by and at the expense of the Company unless the same shall have been constructed by the Company in lieu of and in substitution for other works previously existing under the jurisdiction of the commissioners or by addition to or enlargement of such works in which cases in the event of difference between the commissioners and the Company it shall be determined by arbitration as herein-after provided in what manner and proportions having regard to previous liabilities such last-mentioned works shall be maintained cleansed and kept in repair and the decision of the said arbitrator shall be final :
4. Any dispute which may arise under the last preceding subsection or as to the plans or designs or the mode of executing any such works as aforesaid shall be determined by an arbitrator to be appointed on the application of either party by the Board of Trade and the decision of such arbitrator shall be final :
5. Except as in this Act otherwise provided nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the commissioners or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

For the protection of the Somersetshire.

23. For the protection of the Somersetshire Drainage Commissioners constituted under the Somersetshire Drainage Act 1877 having jurisdiction for drainage purposes over lands in the county

of Somerset including amongst others lands in the valleys of the rivers Parrett Isle Yeo and Cary (herein-after referred to as "the commissioners") and of the said lands the following provisions shall unless otherwise agreed between the commissioners and the Company have effect (that is to say) :—

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Drainage
Commis-
sioners.

1. When any of the intended works to be done under or by virtue of the Great Western Railway Act 1883 as extended by this Act shall or may pass over under or so as to interfere with any river sewer drain watercourse sea-wall defence or work under the jurisdiction or control of the commissioners the Company shall not commence such works until they shall have given to the commissioners one month's notice in writing of their intention to commence the same by leaving such notice at the office of the clerk of the commissioners with plans elevations and sections of the said works and the commissioners shall have signified their approval of the same or on their failure to do so within one month after the service of the said notice and delivery of the said plans and sections until the said plans elevations and sections shall have been approved by an arbitrator to be appointed as herein-after provided and all such works shall be executed by the Company according to such approved plans elevations and sections :
2. The Company shall comply with and conform to all reasonable directions and regulations of the commissioners in the execution of the said works and where any of the intended works shall or may be reasonably apprehended to injure or impede any river sewer drain watercourse sea-wall defence or other work under the jurisdiction or control of the commissioners the Company shall provide such new altered or substituted works and in such manner as the commissioners may reasonably deem necessary for preventing any such injury or impediment and the Company shall be liable to make good to the commissioners any damage that may be occasioned to them through or by any act or default of the Company in the execution of the said works :
3. All such works shall be done under the superintendence and to the reasonable satisfaction of the engineer of the commissioners and all reasonable costs charges and expenses which the commissioners may be put to during and by reason of the construction of the said works shall be paid to the commissioners by the company and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses

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of the Company under the provisions of this Act the said works shall for ever afterwards remain under the jurisdiction and control of the commissioners and shall be maintained cleansed and kept in repair by and at the expense of the Company unless the same shall have been constructed by the Company in lieu of and in substitution for other works previously existing under the jurisdiction of the commissioners or by addition to or enlargement of such works in which cases in the event of difference between the commissioners and the Company it shall be determined by an arbitrator to be appointed by the Board of Trade on the application of either party in what manner and proportions having regard to previous liabilities such substituted works shall be maintained cleansed and kept in repair and the decision of the said arbitrator shall be final:

4. If any dispute shall arise as to the plans or designs or the necessity for or the mode of executing any such works as aforesaid such matter or difference shall be referred to an arbitrator to be appointed by the Board of Trade whose decision shall be final:
5. Except as is by this Act otherwise provided nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the commissioners or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

For the protection of the corporation of Cardiff.

24. The following provisions for the protection of the mayor aldermen and burgesses of the county borough of Cardiff (in this section referred to as "the corporation") shall unless otherwise agreed between the corporation and the Company apply and have effect (that is to say):—

1. Before the Company begin the construction of any of the bridges to carry Railway No. 3 by this Act authorised over Hope Street Bute Street School Street or John Street or the widening of the Company's South Wales Railway over the River Taff or over Penarth Road West Wharf or East Wharf they shall deliver to the corporation plans and drawings showing how it is proposed to construct such bridges or widenings and shall not proceed with the construction thereof until the said plans and drawings shall have been reasonably approved in writing by the engineer for the time being of the corporation or in the event of his failure to approve the plans and drawings for twenty-eight days after delivery of the same as aforesaid until the same shall have been

approved by the arbitrator herein-after referred to and all the intended works shall be executed by the Company at their sole expense save as herein otherwise provided according to such approved plans and drawings and to the reasonable satisfaction of the engineer for the time being of the corporation or in case of difference to the satisfaction of the said arbitrator :

2. The bridge for carrying Railway No. 3 by this Act authorised over Hope Street shall have a clear span between the abutments throughout of not less than forty feet and a clear headway throughout of not less than fourteen feet or if practicable fifteen feet above the surface of the street with the present level of which the Company shall not interfere :
3. The bridge for carrying Railway No. 3 over Bute Street shall have a clear span throughout of not less than fifty feet measured from the present front line of buildings on the eastern side of the street and a clear headway throughout of not less than sixteen feet above the surface of the street with the present level of which the Company shall not interfere :
4. The bridge for carrying Railway No. 3 over School Street shall have a clear span throughout of not less than forty feet measured at right angles from the present buildings on the western side of the street and a clear headway throughout of not less than sixteen feet above the surface of the street with the present level of which the Company shall not interfere And the Company shall construct the foundations of the abutments of the said bridge to such a depth as will allow the roadway and footpaths under the said bridge to be lowered by the corporation to the extent of four feet from the present level :

Before the Company proceed to construct the said intended bridge they shall give at least two months' notice in writing to the corporation of their intention so to do and if the corporation within two months of the delivery to them of such notice shall require the Company to widen the existing bridge carrying their South Wales Railway over School Street the Company shall widen the said existing bridge to the same width as the said intended bridge and the cost necessarily and properly incurred by them in so doing (as may be agreed between the Company's engineer and the engineer of the corporation or failing agreement as may be determined by the arbitrator herein-after referred to) shall be repaid to the Company by the corporation on completion of the works :

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5. The bridge for carrying Railway No. 3 over John Street shall have a clear span throughout of not less than twenty-eight feet six inches measured at right angles from the present buildings on the western side of the street and a clear headway throughout of not less than sixteen feet above the surface of the street with the present level of which the Company shall not interfere :
6. The bridge for carrying the widening of the Company's railway over West Wharf numbered on the deposited plans 27 in the parish of Saint Mary the Virgin Cardiff shall have two spans one of not less than ten feet on the west side and the other of not less than thirty feet and a clear headway throughout of not less than nine feet above the surface of the road with the present level of which the Company shall not interfere and the Company shall widen the existing bridge carrying their South Wales Railway over West Wharf to the same width as the said intended bridge and with the same headway of not less than nine feet and the cost necessarily and properly incurred by them in so widening the existing bridge shall be paid to the Company by the corporation on completion of the works :
7. The bridge for carrying the widening of the Company's railway over East Wharf shall have a clear span throughout of not less than thirty feet measured between the abutments at right angles to the centre line of the road and a clear headway throughout of not less than eleven feet six inches above the surface of the road with the present level of which the Company shall not interfere :
8. The bridge for carrying the widening of the Company's railway over Penarth Road shall have a clear span throughout between the abutments measured at right angles to the centre line of the roadway of not less than forty feet and a clear headway throughout of not less than fourteen feet above the surface of the road with the present level of which the Company shall not interfere The abutments of the said bridge shall be lined with white glazed bricks :
9. The bridge for carrying the widening of the Company's railway over the River Taff shall be so constructed as not to diminish the existing waterway of the said river and the westernmost arch or span of the said intended bridge shall be constructed of the full width of the existing westernmost arch of the present bridge and the said westernmost arch or span shall not be lower in any part than the centre of the westernmost arch of the existing bridge :

10. The Company shall construct and maintain on each side of every bridge constructed or altered under the powers of this Act over any road or street under the jurisdiction of the corporation substantial parapets or closed screens not less than seven feet in height above the level of the rails on such bridge and such parapets or screens shall not be used for posting bills or placards or for other advertising purposes. Every such bridge shall be made and maintained by the Company so as to prevent as far as reasonably can be the dripping of water therefrom on any part of the roadway or footways thereunder and shall in all respects be kept by the Company in complete repair : A.D. 1890.
11. In the construction and maintenance of any of the bridges by this Act authorised over any street or road under the jurisdiction of the corporation the Company shall not interfere with or in any way obstruct the roadway or footways passing under such bridges or any of them or any part thereof except so far as may be reasonably necessary for executing or temporarily repairing the work and then so as not to unnecessarily interrupt or stop the traffic on such roadway or footways :
12. Except as herein provided in regard to the widening of existing streets where the surface of any street or road under the jurisdiction of the corporation is interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface of such street or road so interfered with or disturbed :
13. If any difference or dispute arise between the corporation and the Company touching this section or anything to be done or any money to be paid thereunder such difference shall be determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed by the Board of Trade on the application of either party and the costs of and incident to such arbitration shall be borne as he shall direct :
14. The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or of the Acts or parts of Acts incorporated herewith or of any public Act which may exist for the protection and benefit of the corporation. Provided that the corporation shall not be entitled to proceed under more than one enactment with respect to one and the same matter.

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Power for
Cardiff cor-
poration to
borrow for
purposes of
last preced-
ing section.

25. For the purpose of any contribution to the expense of widening the existing bridges over School Street and West Wharf mentioned in the last preceding section the mayor aldermen and burgesses of the borough of Cardiff may borrow moneys on the security of the district fund and general district rate under and in accordance with the Public Health Act 1875 or they may raise the necessary amount by the creation and issue of Cardiff Corporation Redeemable Stock under and subject to the provisions of the Cardiff Corporation Act 1884 Provided that the sums payable to the loans fund under the said Act of 1884 in respect of the moneys so raised shall be payable out of the district fund and general district rate and the moneys so borrowed or raised shall be discharged or redeemed in accordance with the Public Health Act 1875 or the said Act of 1884 as the case may be within such period not exceeding fifty years as the Local Government Board shall approve Provided also that any agreement entered into by the said mayor aldermen and burgesses with the Commissioners of Inland Revenue for composition of stamp duty upon transfers of the said stock shall be in accordance with the provisions of the Customs and Inland Revenue Act 1887.

As to
junction of
Railway
No. 3 with
Taff Vale
Railway.

26. The junction of Railway No. 3 by this Act authorised with the Taff Vale Railway shall be formed only by a junction at such place within the limits of deviation and in such manner and with such points crossings signals and conveniences as the Taff Vale Railway Company may reasonably require.

Not to take
lands or
interfere with
railway of
Taff Vale
Company
except for
the purpose
of junctions.

27. Notwithstanding anything in this Act contained it shall not be lawful for the Company or any person acting under or in execution of this Act to enter upon occupy or use either permanently or temporarily any of the lands works or property of the Taff Vale Railway Company or in any manner to alter vary or interfere with the railway of that Company or the works of or connected therewith without the consent of the Taff Vale Railway Company under their common seal save only for the purpose of effecting the junction of Railway No. 3 by this Act authorised with the railway of the Taff Vale Railway Company and the Taff Vale Railway Company may at any time or times hereafter should it be necessary for them to do so at their own expense alter or remove such junction and substitute a new junction therefor but so as such alteration or removal or substituted junction shall not stop the traffic of the Railway No. 3 by this Act authorised or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction as the case may be or the signals works and conveniences connected therewith.

28. The following provisions shall have effect for the protection of the company of proprietors of the Glamorganshire Canal Navigation (herein-after referred to as "the canal company") :—

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For the protection of the company of proprietors of the Glamorganshire Canal Navigation.

1. The Company shall not enter upon or interfere with the property or any of the works of the canal company or execute any works whatever under or affecting the same or the road in this section mentioned until the Company shall have delivered to the canal company plans and drawings of such intended works and until those plans and drawings shall have been reasonably approved in writing by the manager for the time being of the canal company or in the event of his failure for thirty days after the delivery of the plans and drawings to approve the same until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said manager for the time being of the canal company or in case of difference to the reasonable satisfaction of the said engineer to be appointed by the Board of Trade :

2. The widening of the bridge carrying the railway of the Company over the canal of the canal company shall be so effected that the bridge when widened shall have throughout a height and span at least as great as the height and span of the existing bridge and the bridge over the road numbered on the deposited plans 29 in the parish of Saint Mary the Virgin Cardiff shall when widened have a clear span and headway throughout of not less than the span and headway of the existing bridge over the said road and the Company shall at their own expense before widening the said bridge execute such works by way of lowering the roadway under the addition to be made to the said bridge and the approach thereto on the south side as may be necessary in order to preserve such headway under the bridge when widened with an approach thereto as convenient as and not steeper than the present approach and plans of such works shall be submitted and the same shall be carried out in all respects in accordance with the provisions as to works herein-before contained :

3. Where the railway to be widened passes through the lands or property of the canal company the Company shall not take or interfere with any further or other land of the canal company than such as lies within the limits of deviation shown on the deposited plans nor shall the Company acquire

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any right of property in the canal or towing-path or in the roadway under the widened portion of the bridge over the road numbered 29 on the deposited plans but only an easement for crossing the same by means of bridges :

4. Neither during the construction of the works by this Act authorised nor by the said works when completed shall the waterway or the towing-path of the canal of the canal company be interfered with nor shall the free passage of traffic thereon be impeded except so far as the widening of the said bridge in the manner herein provided may necessarily reduce the space available for vessels in the said canal :
5. The Company shall be responsible in damages to the canal company for any injury to their canal or works which may happen whether by accident or otherwise by reason of the construction of any works by this Act authorised :
6. If any difference or dispute arise between the canal company and the Company touching this section or anything to be done or any money to be paid thereunder such difference shall be determined by an arbitrator to be agreed on between the parties or in default of agreement to be appointed by the Board of Trade on the application of either party and the costs of and incident to such arbitration shall be borne as he shall direct.

Period for
for com-
pletion of
railways.

29. If the new 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 new railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Imposing
penalty
unless rail-
ways
opened.

30. If the Company fail within the period limited by this Act to complete the new 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 is or are completed and opened for the public conveyance of passengers 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 the 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 in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter 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.

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

32. Subject to the provisions of this Act and in addition to the other lands which they are by this Act authorised to acquire the

Power to Company to acquire

A.D. 1890. 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):—

additional
lands for
general
purposes.

Certain lands in the parish of Bray in the county of Berks on the northern side of the main line of railway of the Company and adjacent thereto and extending along the said railway for a distance of about 29 chains measured in a westerly direction from a point about 6 chains westward of the western end of the passenger platform at the Maidenhead station and also extending along the Wycombe and Oxford Railway of the Company on the western side thereof for a distance of about 16 chains and on the eastern side thereof for a distance of about 4 chains from the said first-mentioned point:

Certain lands in the parish of Saint Mary the Virgin Cardiff in the county of Glamorgan bounded on the north by the passenger station of the Company at Cardiff on the east by the road from Cardiff to Grangetown and Penarth called the Penarth Road and on the south-west by the branch railway of the Company to the River Taff.

Period for
compulsory
purchase of
lands.

33. 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 ease-
ments.

34. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may subject to the provisions of those Acts 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 rent-charges 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.

Revival and
extension of
powers for
purchase of
lands for
Railways
No. 6 and
No. 7
authorised
by Act of
1883.

35. The powers granted by the Great Western Railway Act 1883 as amended by the Great Western Railway Act 1886 for the compulsory purchase of lands so far as the same relate to or affect so much of the Railway No. 6 by the first-mentioned Act authorised as lies between the junction of Railway No. 2 by this Act authorised and the termination of the said Railway No. 6 and also so far as the same relate to or affect the Railway No. 7 by the said first-mentioned Act authorised are by this Act revived and extended and may be

exercised during the period of two years from the passing of this Act and at the expiration of that period those powers shall cease. A.D. 1890.

36. The powers granted by the Great Western Railway Act 1883 as extended by the Great Western Railway Act 1886 for the construction of so much of the Railway No. 6 by the first-mentioned Act authorised as lies between the junction of Railway No. 2 by this Act authorised and the termination of the said railway and for the construction of the Railway No. 7 by the said first-mentioned Act authorised are hereby further extended and may be exercised by the Company for the period of three years from the twentieth day of August one thousand eight hundred and ninety-one and section 30 of the said Act of 1883 shall be read and construed as if the period limited by this Act for the completion of the said portion of railway and railway had been the period limited by that Act for the completion thereof.

Extension of time for construction of Railways No. 6 and No. 7 authorised by Act of 1883.

37. The powers granted by the Great Western Railway Act 1883 for the compulsory purchase of lands so far as the same relate to or affect the portions of the widenings authorised by that Act which are herein-after specified (that is to say) :—

Revival and extension of powers for purchase of lands for widenings authorised by Act of 1883.

So much of the widening (No. 1) of the Company's railway and the works connected therewith as lies between the crossing of Cow Lane by the Company's railway in the parish of Saint Mary Reading in the county of Berks and a point on the said railway about ten chains westward of the post indicating thirty-nine and a quarter miles from Paddington :

So much of the same widening and works as lies between a point about sixteen chains westward of the post on the Company's railway indicating thirty-nine and three-quarter miles from Paddington and a point on the said railway at or near the post indicating forty-eight and a quarter miles from Paddington :

The widening No. 2 authorised by the said Act :
are by this Act revived and extended and may be exercised during the period of two years from the passing of this Act and at the expiration of that period those powers shall cease.

38. For the protection of the trustees of the marriage settlement of Caroline Weldale Saunders and persons entitled in remainder to the settled estates (herein-after referred to as "the owners") the following provisions shall unless otherwise agreed between the Company and the owners have effect (that is to say) :—

For protection of Mrs. Saunders's trustees.

1. Notwithstanding anything in this Act or shown on the plans of the widening No. 1 authorised by the Great Western Railway Act 1883 and referred to in that Act as the deposited plans the Company shall not purchase or take any

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portion of the road numbered on the said plans 9 in the parish of Saint Mary Reading or any of the land coloured pink on the plan signed in duplicate by Lancaster Owen on behalf of the Company and Dryland Haslam on behalf of the owners but the Company may acquire and the owners shall sell or grant to the Company an easement or right of widening their railway over the said road and land to be acquired in exchange or reserved for widening the said road as herein-after mentioned :

2. The owners shall convey to the Company without payment the land coloured yellow on the said plan in exchange for the land coloured thereon blue which shall be conveyed to the owners by the Company without payment :
3. The Company shall carry the said widening of their railway over the said road numbered 9 and over the adjoining land acquired or reserved for widening the same by a bridge and any bridge which the Company may from time to time so construct shall be a girder bridge having the soffit thereof not more than two feet below the level of the existing rails on the railway of the Company where such railway crosses over the said road and a span of thirty-six feet in the clear so as to admit of the construction of a road thirty-six feet in width in lieu of the said existing road as shown on the said plan and the Company shall so construct the said bridge and the foundations thereof as to allow of the surface of the said road as widened being lowered two feet below the present surface level :
4. Notwithstanding any estate title right or interest of the Company of or in any portion of the said road numbered 9 the owners may on such terms and conditions as may be agreed upon or in case of difference settled by arbitration under the provisions of the Arbitration Act 1889 construct and lay down in or under such road such sewers drains and pipes as they may from time to time think requisite :
5. If at any time the owners by notice in writing addressed to the secretary at the principal office of the Company require the Company to widen the existing bridge carrying their railway over the said road the Company shall within twelve months after receiving such notice reconstruct the said bridge by substituting therefor a girder bridge with a width of not less than thirty-six feet in the clear having the soffit thereof not more than two feet below the level of the existing rails on the railway of the Company where such railway crosses over the said road and so that the same and the bridge

herein-before referred to carrying the said widening over the said road shall form one continuous bridge having throughout a span of thirty-six feet in the clear and the Company shall also widen the approaches to such bridge through the embankment of their railway to a similar width of thirty-six feet and the owners shall pay to the Company as herein-after provided the costs properly incurred in the widening of such existing bridge and of the said approaches thereto to such width of thirty-six feet and thereupon the Company shall convey to the owners the lands coloured green on the said plan to be thrown into the said road :

6. Before the works are commenced the owners shall pay to the Company as the purchase money for the estate right and interest of the Company of and in the piece of land coloured green on the said plan the sum of seventy-five pounds and the owners shall also deposit in the names of two persons the one to be nominated by the owners and the other by the Company in some bank to be agreed between the owners and the Company such a sum of money as may be reasonably estimated by the engineer of the Company to represent the cost of the works referred to in the last preceding sub-section and of the expenses connected therewith :
7. The amount deposited shall be paid to the Company by monthly instalments as the works proceed on the certificate of their engineer countersigned if required by the owners by the engineer or surveyor of the owners and in case of difference by an engineer to be appointed as herein-after provided :
8. Upon the completion of the works the owners shall pay to the Company the balance of the costs of such works and of the expenses connected therewith if such costs and expenses exceed the amount deposited :
9. If the amount payable by the owners be less than the amount deposited as aforesaid then the balance of the amount so deposited shall be repaid to the owners :
10. The Company and all persons authorised by them and either on foot or on horseback or with horses carriages carts and waggons and bringing traffic to or from the Reading Station of the Company shall at all times after the reconstruction of the existing bridge as mentioned in sub-section 5 of this section and the widening of the said road as herein provided have a right of way over and along the said road and any road of the owners communicating therewith from the Oxford Road to the Caversham Road :

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11. For the purpose of extending altering maintaining or renewing any bridge which may be constructed by the Company over the said road the Company may from time to time when and so far as is necessary or expedient and without being required to pay any compensation for so doing enter upon such road by themselves their contractors agents and workmen and do all such acts matters and things as may be necessary for the purposes aforesaid or any of them but the Company shall not obstruct further than may be reasonably necessary the traffic passing along such road :
12. Notwithstanding anything in the Public Health Act 1875 contained the owners and not the Company shall be deemed the frontagers upon the said road whether in its existing state or when widened as herein provided so far as it passes through property of the Company and such owners shall well and effectually indemnify and save harmless the Company from all claims or demands whatsoever which may at any time or times hereafter be made upon the Company as frontagers under section 150 of the said Act or otherwise and should the Company be required to pay any moneys in respect of such road as such frontagers the owners shall on demand repay the Company the amount so paid by them :
13. The Company shall construct the widening of their railway at Reading being work (4) by this Act authorised so as to leave a roadway of at least eighteen feet in width throughout along the Abattoirs Road :
14. If any dispute shall arise between the owners and the Company respecting the matters and provisions aforesaid such dispute shall be settled by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the decision of such engineer shall be final.

For the protection of the corporation of Reading.

39. The following provisions for the protection of the mayor aldermen and burgesses of the borough of Reading (in this section called "the corporation") shall have effect (that is to say) :—

1. The Company and the corporation may enter into and carry into effect contracts and agreements with reference to the widening alteration and reconstruction of the bridges carrying the railway of the Company and the widening thereof by this Act authorised over Caversham Road Vastern Road and the Kennet towing-path and footway in the borough of Reading and works and matters incident thereto and for the contribution by the corporation of money and land towards the carrying out of any such works as may be provided by

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any such contract or agreement and the Company shall carry out all works mentioned or referred to in or affected by any such contract or agreement in accordance therewith and until such a contract or agreement shall have been entered into the Company shall not execute any works for the purpose of carrying the widened railway over Caversham Road or Vastern Road or the Kennet towing-path and footway being respectively within the said borough :

2. The provisions of sections 18 to 23 (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the water mains pipes and apparatus of the corporation and to the corporation in respect thereof as though the corporation were a water company or society :
3. If any difference shall arise between the corporation and the Company with reference to any of the matters in this section contained the same shall be settled by a single arbitrator to be agreed upon or failing agreement to be appointed by the Board of Trade on the application of either party and the costs of and incident to such arbitration shall be borne as the arbitrator shall direct and the provisions of the Railway Companies Arbitration Act 1859 shall apply to such arbitration.

40.—(1.) The mayor aldermen and burgesses of the borough of Reading (in this section called “ the corporation ”) may for the purposes of any contribution payable by them to the Company and for other the purposes of any agreement entered into between the Company and the corporation under this Act borrow moneys under and in accordance with the Public Health Act 1875 as if those purposes were purposes of that Act :

Power for Reading corporation to borrow for purposes of last preceding section.

(2.) Or the corporation may with the consent of the Local Government Board raise all or any of the moneys which they are by this section authorised to borrow by the creation and issue of Reading Corporation Stock under and subject to the provisions of the Reading Corporation Act 1881 and the Reading Corporation Act 1887 and the sums payable to the corporation loans fund in respect of the moneys so raised shall be payable out of the district fund and general district rate of the said borough and the stock so created and issued shall be redeemed within such period as the Local Government Board shall prescribe Provided always that any agreement as to composition for stamp duty which may be entered into between the corporation and the Commissioners of Inland Revenue shall be in accordance with the provisions of the Customs and Inland Revenue Act 1887 :

A.D. 1890. (3.) Money borrowed or raised under this section shall be applied only to the purposes for which it is borrowed or raised and for purposes to which capital is properly applicable.

Widening of railway not to affect areas defined by section 10 of Reading Act of 1881.

41. The areas defined by or the provisions contained in section 10 of the Reading Corporation Act 1881 shall not be altered or affected by reason of the widening of the railway authorised by this Act or by any of the powers or provisions of this Act.

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

42. And whereas in the construction by the Company of the railways widenings and works herein-before authorised or otherwise in the exercise by the Company of the 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 the owners of and other persons interested in the lands buildings or manufactories described or referred to in the First Schedule to this Act and whereof parts only are required for the 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 such material detriment as aforesaid be required to sell and convey to the Company the portions only of their 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 If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company that he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them Provided always that if in the opinion of the said tribunal any such portions cannot be severed from the remainder of such property without such material detriment the Company may withdraw their notices to treat for the portion or portions 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. Provided also that if in the opinion of such tribunal any such portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person. The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained. The provisions of this section shall be stated in every notice given thereunder by the Company to sell and convey any premises.

Restrictions
on displacing
persons of
labouring
class.

43.—(1.) The Company shall not 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 belonging to the labouring class as tenants or lodgers unless and until the Company—

(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.

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(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 provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme 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.

(5.) If the Company 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 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.

(6.) For the purpose of carrying out any scheme under this section the Company 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 the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company 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.) The Company 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: A.D. 1890.

Provided that all lands on which any buildings have been erected or provided by the Company 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 such 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 sub-section 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 the Company 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 may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as inspectors of the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

(10.) The Company 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 that 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.

44. 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

Provision with respect to superfluous lands of the Company.

A.D. 1890. — 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 of Bickleigh and Rewe in the county of Devon 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 :

And nothing in the Lands Clauses Acts or any Act relating to the Company with which those Acts or any of them are incorporated with respect to the sale of superfluous lands shall during the period of ten years from the passing of this Act be held to apply to any lands and the appurtenances thereto acquired by the Company any part of which adjoins the Company's railway or any station belonging solely or jointly to the Company and is situate within eighty miles of the Company's station at Paddington and may be required for the purpose of widening the line or for making sidings in connexion with the railway of the Company or is situate within one mile of any station belonging solely or jointly to the Company at Oxford Birmingham Worcester Wolverhampton Wellington Shrewsbury Ruabon Chester Basingstoke Swindon Gloucester Bristol Hereford Cardiff and Swansea respectively 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 such undertaking.

Confirming
agreement
with Wood-
stock Rail-
way Com-
pany.

45. The agreement between the Woodstock Railway Company and the Company as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

46. The powers granted by the Woodstock Railway Act 1886 for the construction of the railway by that Act authorised are hereby revived and extended and may be exercised by the Woodstock Railway Company for the period of three years from the twenty-fifth day of September one thousand eight hundred and eighty-nine and section 25 of that 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.

A.D. 1890.
—
Revival of powers and extension of time for construction of Woodstock Railway.

47. The agreement between the Whitland Company of the one part and the Company of the other part for amongst other things the vesting in the Company of the undertakings of the Whitland Company and for the appointment of a liquidator of that company as set forth in the Third Schedule to this Act (herein-after referred to as "the Whitland agreement") is hereby confirmed and made binding upon the parties thereto:

Vesting in Company the undertakings of the Whitland Company.

As from the first day of July eighteen hundred and ninety (which day is herein-after referred to as "the date of vesting") the undertakings of the Whitland Company as defined in the Whitland agreement shall be transferred to and vested in the Company:

The Whitland Company shall as from the date of vesting be dissolved except for the purpose of winding up their affairs as provided by this Act and of otherwise carrying into effect the provisions of this Act:

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

The vesting shall be deemed to be an amalgamation of the undertakings of the Whitland Company with the undertaking of the Company within the meaning of Part V. (relating to amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly so far as the same are not inconsistent with or varied by the provisions herein and in the Whitland agreement contained:

The transfer and vesting shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth and such deed shall be duly stamped with proper ad valorem duty and the Company shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within three months from the passing of this Act 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 passing of this Act to the day of payment

A.D. 1890. — shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Whitland
Company to
be wound up.

48. As and from the date of vesting the Company shall hold the undertakings of the Whitland Company freed and discharged from all debts liabilities obligations and engagements of that company and from all claims or demands whatsoever on the part of any of the holders of the debenture stock of the Whitland Company or the creditors of the Whitland Company or of any other person or persons in respect of any debt or liability of the Whitland Company except as otherwise provided in the Whitland agreement or of the holders of any of the shares in the Whitland Company and thereupon the Whitland Company shall be wound up in the same manner and with the same incidents as if the Whitland Company were a company registered under the Companies Acts 1862 to 1880 and shall from and after the passing of this Act be deemed to be so registered accordingly and for the purposes of calling and holding meetings and passing resolutions and other matters incident to such winding up the provisions contained in the Whitland Company's Acts of Parliament and the Acts incorporated therewith may and shall take effect as resolutions of a company duly registered And the Company shall within seven days after the passing of this Act pay to the liquidator of the Whitland Company the sum of sixteen thousand pounds mentioned in the Whitland agreement and in the meantime shall hold the said sum in trust for such liquidator.

Whitland
debenture
stockholders
to become
debenture
stockholders
of Company.

49. On and after the date of vesting every holder of debenture stock of the Whitland Company (other than the Company) shall in lieu of and in exchange for the said stock become and be the holder of the like amount of debenture stock of the Company bearing interest as from the date of vesting at the rate of four pounds ten shillings per centum per annum any difference in the periods to which the interest on such stock is calculated being adjusted on exchange.

Certificates
of Whitland
debenture
stock to be
exchanged.

50. On and after the date of vesting every proprietor of debenture stock of the Whitland Company to whom debenture stock of the Company is to be issued under the provisions of this Act shall in exchange for and upon the delivery to the Company of the certificate for the debenture stock of the Whitland Company held by him be entitled to receive and shall receive from the Company in the stead thereof a certificate of the debenture stock of the Company to which such proprietor is entitled under the provisions of this Act and the certificate of the debenture stock of the

Whitland Company to which such proprietor was entitled shall upon delivery thereof to the Company be cancelled. A.D. 1890

51. As on the date of vesting the debenture stock of the Whitland Company held by the Company shall be by virtue of this Act extinguished. Whitland debenture stock held by Company extinguished.

52. On and after the date of vesting the debenture stock of the Company shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of the Whitland agreement or the provisions of this Act relating thereto. Provided always that any additions to the debenture stock of the Company under the authority or for the purposes of this Act shall be deemed to be part of and shall rank *pari passu* with the other like stock of the Company. Additions to Company's debenture stock.

53. The Company may from time to time apply any moneys raised by them and which are not by any Act relating to them made applicable to any special purpose or which being so made applicable are not required for that special purpose to the carrying of the said vesting into effect to defraying such of the liabilities of the Whitland Company as are not to be defrayed by that Company to completing any portion of the undertakings of that Company which may not at the date of vesting be completed and to putting the undertakings of the Whitland Company into efficient repair and condition. Power to Company to apply surplus funds for purposes of vesting the Whitland Company's undertakings.

54. Notwithstanding the vesting and notwithstanding anything contained in section 55 of the Railways Clauses Act 1863 the stockholders and shareholders of the Whitland Company shall not be stockholders or shareholders of the Company or have any right or claim whatsoever upon or against the Company or the undertakings of the Whitland Company but the said sum of sixteen thousand pounds shall when received by the liquidator of the Whitland Company be applied by him as follows:— Whitland shareholders not to be shareholders of the Company.

(a) In discharge by him of all debts and liabilities of the Whitland Company by payment at a rate not exceeding ten shillings in the pound on the amount of such debts and liabilities other than the debts due to the Company or any person or persons on their behalf which are to be released and extinguished as provided in the said agreement and other than the debts and liabilities the discharge whereof is otherwise provided for by the said agreement:

(b) In payment to every holder of preference shares fully paid in the Whitland Company (other than the Company) of the sum of two pounds per share and to every holder of ordinary shares fully paid in the Whitland Company (other than the

A.D. 1890.

Company) of the sum of one pound per share: and subject thereto

(c) In discharge of the costs and charges of the said liquidator of the said winding up and preparatory thereto.

Vesting in
Company
the under-
taking of the
East Glou-
cestershire
Company.

55. The agreement between the East Gloucestershire Company and the Company for amongst other things the vesting in the Company of the undertaking of the East Gloucestershire Company as set forth in the Fourth Schedule to this Act (herein-after referred to as "the East Gloucestershire agreement") is hereby confirmed and made binding upon the parties thereto and upon all persons purporting to be affected thereby and may and shall be carried into effect accordingly:

As on and from the first day of July eighteen hundred and ninety (which day is herein-after referred to as "the date of vesting") the undertaking of the East Gloucestershire Company as defined in the East Gloucestershire agreement shall be transferred to and vested in the Company:

The East Gloucestershire Company shall as from the date of vesting be dissolved except for the purpose of winding up their affairs as provided by this Act and of otherwise carrying into effect the provisions of this Act:

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

The vesting shall be deemed to be an amalgamation of the undertaking of the East Gloucestershire Company with the undertaking of the Company within the meaning of Part V. (relating to amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly so far as the same are not inconsistent with or varied by the provisions herein and in the East Gloucestershire agreement contained:

The transfer and vesting shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth and such deed shall be duly stamped with proper ad valorem duty and the Company shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within three months from the passing of this Act 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 passing of this Act to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

56. As and from the date of vesting the Company shall hold the undertaking of the East Gloucestershire Company including also the rentcharge of four hundred and fifty-four pounds per annum specified in the said agreement freed and discharged from all debts liabilities obligations and engagements of the East Gloucestershire Company and from all claims or demands whatsoever on the part of any of the holders of the debentures of the East Gloucestershire Company or the creditors of the East Gloucestershire Company or of any other person or persons in respect of any debt or liability of the East Gloucestershire Company except as otherwise provided in the East Gloucestershire agreement or of the holders of any of the shares in the East Gloucestershire Company and thereupon the East Gloucestershire Company shall be wound up in the same manner and with the same incidents as if that company were a company registered under the Companies Acts 1862 to 1880 and shall from and after the passing of this Act be deemed to be so registered accordingly and for the purpose of calling and holding meetings and passing resolutions and other matters incident to such winding up the provisions contained in the East Gloucestershire Company's Acts of Parliament and the Acts incorporated therewith may and shall take effect as resolutions of a company duly registered And the Company shall within seven days after the appointment of the liquidator in such winding up pay to such liquidator the sum of forty-nine thousand and forty-three pounds fifteen shillings mentioned in the East Gloucestershire agreement and in the meantime shall hold the said sum in trust for such liquidator.

A.D. 1890.

East Gloucestershire Company to be wound up.

57. The Company may from time to time apply any moneys raised by them and which are not by any Act relating to them made applicable to any special purpose or which being so made applicable are not required for that special purpose to the carrying the said vesting into effect to defraying such of the liabilities of the East Gloucestershire Company as are not to be defrayed by that Company to completing any portion of the undertaking of that Company which may not at the date of vesting be completed and to putting the undertaking of the East Gloucestershire Company into efficient repair and condition.

Power to Company to apply surplus funds for purposes of vesting the East Gloucestershire Company's undertaking.

58. Notwithstanding the vesting and notwithstanding anything contained in section 55 of the Railways Clauses Act 1863 the shareholders of the East Gloucestershire Company shall not be shareholders of the Company or have any right or claim whatsoever upon or against the Company or the undertaking of the East Gloucestershire Company but the payment of the sum of forty-

East Gloucestershire shareholders not to be shareholders of the Company.

A.D. 1890. — nine thousand and forty-three pounds fifteen shillings specified in the East Gloucestershire agreement shall be received and applied by the liquidator of the East Gloucestershire Company as follows:—

(a) In paying and satisfying and discharging all the debts and liabilities of the East Gloucestershire Company other than the debenture debt of that Company and the debts due to the Company which are to be released and extinguished as provided in the said agreement:

(b) Subject thereto rateably among the holders of shares in the East Gloucestershire Company.

Company
may borrow
in lieu of
East Glou-
cestershire
Company.

59. On and after the date of vesting the debenture debt of the East Gloucestershire Company shall become part of the debenture debt of the Company and the powers of the Company for borrowing and re-borrowing on mortgage and as to the issue of debenture stock may from time to time be exercised so as to include the borrowing and re-borrowing as part of their general debenture debt any moneys which the East Gloucestershire Company were immediately before the date of vesting authorised to borrow and the Company may from time to time redeem the same or any part thereof by the creation and issue of debenture stock of the Company.

Vesting in
Company
the under-
taking of the
Witney
Company.

60. The agreement between the Witney Company and the Company for amongst other things the vesting in the Company of the undertaking of the Witney Company as set forth in the Fifth Schedule to this Act (herein-after referred to as "the Witney agreement") is hereby confirmed and made binding upon the parties thereto and upon all persons purporting to be affected thereby and may and shall be carried into effect accordingly:

As on and from the 1st day of July 1890 (which day is herein-after referred to as "the date of vesting") the undertaking of the Witney Company as described in the Witney agreement shall be transferred to and vested in the Company:

The Witney Company shall as from the date of vesting be dissolved except for the purpose of winding up their affairs as provided by this Act and of otherwise carrying into effect the provisions of this Act:

The vesting shall be deemed to be an amalgamation of the undertaking of the Witney Company with the undertaking of the Company within the meaning of Part V. (relating to amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly so far as the

same are not inconsistent with or varied by the provisions herein and in the Witney agreement contained : A.D. 1890.

The transfer and vesting shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth and such deed shall be duly stamped with the proper ad valorem duty and the Company shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within three months from the passing of this Act 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 passing of this Act to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

61. As from the date of vesting the Company shall hold the undertaking of the Witney Company freed and discharged from all debts liabilities obligations and engagements of that Company or of the shareholders in that Company (except their debenture debt) and thereupon the Witney Company shall be wound up in the same manner and with the same incidents as if the Witney Company were a company registered under the Companies Acts 1862 to 1880 and shall from and after the passing of this Act be deemed to be so registered accordingly and for the purposes of calling and holding meetings and passing resolutions and other matters incident to such winding up the provisions contained in the said Witney Company's Acts of Parliament and the Acts incorporated therewith may and shall take effect as resolutions of a company duly registered and the Company shall within seven days after the appointment of the liquidator in such winding up issue to such liquidator the sum of eight thousand pounds Great Western Railway five pounds per centum consolidated preference stock mentioned in the Witney agreement and in the meantime shall hold the same in trust for such liquidator. Witney Company to be wound up.

62. The Company may from time to time apply any moneys raised by them and which are not by any Act relating to them made applicable to any special purpose or which being so made applicable are not required for that special purpose to the carrying the said vesting into effect to defraying such of the liabilities of the Witney Company as are not to be defrayed by that Company to completing any portion of the undertaking of that Company which may not at the date of vesting be completed and to putting the undertaking of the Witney Company into efficient repair and condition. Power to Company to apply surplus funds for purposes of vesting the Witney Company's undertaking.

63. Notwithstanding the vesting and notwithstanding anything contained in section 55 of the Railways Clauses Act 1863 the Witney creditors not to be creditors of Company.

A.D. 1890.

creditors of the Witney Company shall not have any right or claim whatsoever upon or against the Company or the undertaking of the Witney Company but the sum of eight thousand pounds five pounds per centum consolidated preference stock of the Company specified in the Witney agreement or the proceeds thereof shall be received and applied by the liquidator of the Witney Company so far as necessary in paying and satisfying and discharging all the debts and liabilities if any (other than the debenture debt) of the Witney Company and the balance or remainder of the said sum shall be distributed rateably among the holders of ordinary shares in the Witney Company.

Preference and ordinary shareholders of Witney Company to become holders of preference stock of Company.

Certificates of shares of Witney Company to be exchanged.

64. On and after the date of vesting every holder of the preference and ordinary shares of the Witney Company mentioned in the third article of the Witney agreement shall in lieu of and in exchange for each such share become and be the holder of a sum of ten pounds of five pounds per centum consolidated preference stock of the Company bearing interest as from the date of vesting.

65. On and after the date of vesting every holder of the preference and ordinary shares of the Witney Company to whom consolidated preference stock of the Company is to be issued under the provisions of this Act shall in exchange for and upon the delivery up to the Company of the certificates for such shares be entitled to receive and shall receive from the Company in the stead thereof a certificate of the consolidated preference stock of the Company to which such holder is entitled under the provisions of this Act and the certificates of the Witney Company's shares to which such holder was entitled shall upon delivery thereof to the Company be cancelled.

As to capital of Company.

66. On and after the date of vesting the capital which immediately before the date of vesting was the capital of the Company shall be increased by addition thereto in the manner and to the extent necessary to give effect to the provisions of the Witney agreement Provided always that any additions to the Great Western Railway consolidated preference stock under the authority or for the aforesaid purposes of this Act shall be deemed to be part of and shall rank *pari passu* with the other like stock of the Company.

Company may borrow in lieu of Witney Company.

67. On and after the date of vesting the debenture debt of the Witney Company shall become part of the debenture debt of the Company and the powers of the Company for borrowing and re-borrowing on mortgage and as to the issue of debenture stock may from time to time be exercised so as to include the borrowing and re-borrowing as part of their general debenture debt any

moneys which the Witney Company were immediately before the date of vesting authorised to borrow and the Company may from time to time redeem the same or any part thereof by the creation and issue of debenture stock of the Company.

A.D. 1890.

68. If the certificates for any debenture stock of the Whitland Company or any preference or ordinary shares of the Witney Company be lost or destroyed then upon proof thereof and upon an indemnity being given against any claim in respect of such lost or destroyed certificate to the satisfaction of the directors of the Company they shall deliver to the person entitled to such certificate a certificate for the debenture stock or consolidated preference stock to which he would be entitled if such first-mentioned certificate had not been lost or destroyed.

Provisions
as to lost
certificates.

69. All stock issued to holders of shares or stock of the Whitland Company or the Witney Company under the powers of this Act shall be held subject to the same trusts and obligations as those upon or to which the shares or stock in those companies respectively in respect of which such stock is substituted were immediately before the date of such issue held or subject and so as to give effect to and not revoke any deed or other instrument or any testamentary or other disposition of or affecting any such shares or stock of the Whitland Company or the Witney Company and every such deed or other instrument or testamentary disposition affecting such shares or stock shall take effect with reference to the whole or a proportionate part as the case may be of the stock so substituted therefor.

Substituted
stock to be
held on same
trusts as
stock for
which it is
substituted.

70. Notwithstanding anything in this Act contained no person shall become entitled under this Act to any fractional part of a pound of stock but in every case in which any such person would but for this enactment have become entitled to a fractional part of a pound of stock the Company may at their option receive from such person such a further sum in cash as will make up an even pound or pay to such person in cash the amount of such fractional part.

As to frac-
tional parts
of a pound
of stock.

71. Nothing in this Act or in the agreement between the Woodstock Railway Company and the Company set forth in the Second Schedule to this Act or in the agreement between the Whitland Company and the Company set forth in the Third Schedule to this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under along upon over or across the railways and works comprised in the undertaking of the Woodstock Railway Company and in under upon along over or across such of the railways and works of the Whitland Company as were authorised by the Whitland and

For the pro-
tection of the
Postmaster-
General.

A.D. 1890. Taff Vale (Cardigan Extension) Railway Act 1877 or have been authorised by an Act of Parliament passed after the 1st day of January 1878 and from time to time to alter any such telegraphic lines and to enter upon the lands and works comprised in the undertaking of the Woodstock Railway Company or in so much of the undertakings of the Whitland Company as were or have been authorised as aforesaid 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 undertakings of the Woodstock Railway Company and the Whitland Company or either of them or any parts of such undertakings respectively are 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.

Extra-ordinary meetings of the Company.

72. And whereas section 70 of the Companies Clauses Consolidation Act 1845 (shareholders may require directors to call extraordinary meetings) is incorporated with the Acts relating to various companies constituted since the passing of that Act which have since been amalgamated with the Company or whose undertakings have been transferred to and vested in the Company but doubts exist whether the provisions of the said section apply to the whole of the undertaking of the Company and it is expedient that provision should be made as herein-after contained in reference thereto :

Therefore notwithstanding the provisions in any other Act contained from and after the passing of this Act section 70 of the Companies Clauses Consolidation Act 1845 shall apply to the Company and to their undertaking and to the shareholders and stockholders of the Company and for the purposes of the said section and of any such provisions the prescribed number of shareholders or stockholders shall be twenty or more and the prescribed amount of the aggregate shares or stock to be held by them shall be one-tenth of the capital of the Company.

Power to raise additional capital.

73. The Company from time to time by the order of any general meeting of the Company may create and issue new shares or stock for such additional capital as they shall think necessary not exceeding five 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.

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

A.D. 1890.

As to disposal of new shares or stock.

75. If the Company after having created any new shares or stock under the provisions of this Act or any other Act or Acts of Parliament relating to the Company or to any Company amalgamated therewith determine not to issue the whole of the shares or stock 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.

Power to cancel unissued shares or stock.

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

Shares not to be issued until one-fifth part thereof shall have been paid up.

77. 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.

Except as otherwise provided new shares or stock to be subject to same incidents as other shares or stock.

78. 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.

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

Restriction as to votes in respect of preferential shares or stock.

A.D. 1890.

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

80. Subject to the provisions of any Act already passed by which the Company are authorised to create new shares or stock not already issued and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to create and issue capital by new shares or stock the Company may if they think fit create and issue new shares or stock of one and the same class for all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to create and issue by the creation and issue of new shares or stock.

Power to
borrow.

81. The Company may in respect of the additional capital of five 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 and sixty-six 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 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.

82. The Company may subject to the provisions of Part III. of the Companies Clauses Act 1863 create and issue debenture stock but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest

of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages. A.D. 1890.

83. 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. Mortgages already granted by Company to have priority.

84. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall unless otherwise provided by this Act be applied only to the purposes of this Act 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. Application of moneys raised by Company.

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

86. 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.

A.D. 1890.

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

87. 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.

Saving
rights of the
Crown in the
foreshore.

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

Saving
rights of
Crown under
Crown
Lands Act.

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

Provision as
to general
railway Acts.

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

Costs of Act

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

SCHEDULES referred to in the foregoing Act. A.D. 1890.

FIRST SCHEDULE.

DESCRIBING LANDS BUILDINGS and MANUFACTORIES whereof portions only are required to be taken.

Railway or Widening.	Parish.	No. on deposited Plans.	Description of Property.
Railway No. 1 - -	Shirehampton -	7	Roadway offices and bank
Widening No. 4 - -	Taplow - -	7	Island
	Bray - -	1	Island
	Saint Lawrence	15	Field recreation ground and ditch
Widening No. 6 - -	Reading		
	Saint Mary the Virgin Cardiff	28	Storage ground.

SECOND SCHEDULE.

AN AGREEMENT made the fourteenth day of November 1889 between the WOODSTOCK RAILWAY COMPANY (herein-after called "the Woodstock 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 Woodstock Railway Act 1886 the Woodstock Company were incorporated and subject to the provisions of the Act were authorised to make and maintain in the line and according to the levels shown on the deposited plans and sections with all proper stations sidings approaches junctions works and conveniences connected therewith or incidental thereto a railway 2 miles 4 furlongs and 7 chains in length commencing in the parish of Shipton on Cherwell by a junction with the Great Western Railway (Oxford and Birmingham line) at or near a point on that railway 145 yards or thereabouts measured in a southerly direction along the said railway from the mile post denoting 70¼ miles from London and terminating at Woodstock in the parish of Hensington on or near the eastern side of the road leading from Woodstock to Oxford at a point 2 chains or thereabouts measured in a north-easterly direction from the entrance door of the county police station at Woodstock (which said railway and all works and conveniences constructed by the Woodstock Company connected therewith are herein-after included in

A.D. 1890. — the words "the railway") And whereas the convenience of the public and the interests of the Companies parties hereto would be promoted if in lieu of a junction being formed with the Great Western Railway at the point provided by the said Act an independent line of rails were constructed by the Great Western Company from a point parallel with the said proposed junction into the Woodstock Road station on the Great Western Company's railway and if the railway were worked in connexion with the Great Western Company's system and the Great Western Company have upon the terms herein-after contained agreed to carry out the necessary works and to make the necessary alterations in and additions to their Woodstock Road station for the accommodation of the Woodstock Company's traffic and it has been agreed that this agreement shall be entered into Now therefore these presents witness and it is hereby mutually covenanted and agreed by and between the Companies parties hereto as follows:—

1. The junction between the railway and the railway of the Great Western Company authorised by the recited Act shall not be made but in lieu thereof the Great Western Company shall construct a third line of rails parallel to their existing main line from the point where such junction would be formed into the Woodstock Road station of the Great Western Company and shall also carry out and complete such alterations in the Woodstock Road station as may be necessary to accommodate the traffic of the Woodstock Company in that station in accordance with the plan hereto annexed.

2. The Woodstock Company shall for the purposes of the said third line of rails vest or cause to be vested in the Great Western Company in fee simple and without compensation the strip of land delineated and coloured red on the said plan hereto annexed containing 1 rood and 28 perches or thereabouts and shall contribute and pay to the Great Western Company upon the execution of these presents and before the works to be constructed by them under this agreement are commenced the sum of £4,130 towards the expense to be incurred by the Great Western Company in the construction of such works and upon such payment the Great Western Company shall construct and complete the said works with all reasonable despatch.

3. When and so soon as the works to be constructed by the Great Western Company as provided by Articles 1 and 2 have been completed and the railway shall have been completed by the Woodstock Company to the reasonable satisfaction of the engineer for the time being of the Great Western Company appointed for the purpose (herein-after called "the engineer") and in accordance with the plan approved by such engineer on the 13th day of December last with a single line of rails on the narrow gauge including the station sidings approaches and conveniences shown on the said approved plan together with all proper and sufficient station fittings furniture sheds cranes water signals electric telegraph and other works and conveniences and together with an engine shed a weighbridge a water tank and a water crane and shall have been passed by the inspecting officer appointed by the Board of Trade as being in all respects fit to be opened and used for public traffic the Great Western Company in consideration of the apportionment of the tolls to be taken upon the railway and the amounts to be paid thereout to the Great Western Company as herein-after mentioned shall have full

right and power at all times thenceforth during the continuance of this agreement to pass over and use the railway and all sidings stations appurtenances works and conveniences thereto belonging or connected therewith with engines and carriages of every description and whether their own or used by them and for traffic of all kinds.

4. In consideration of and as one of the conditions of such privilege the Great Western Company will in the exercise of such running powers carry over the railway for the Woodstock Company not only the traffic (goods as well as passengers) brought upon or passing from the railway of the Great Western Company from or to any station on the railway but also the traffic arising and terminating on the railway at Woodstock and will carry all such traffic with regularity and expedition and in all respects as if such traffic were their own proper traffic upon one of their own branch lines and from the date of this agreement the Woodstock Company shall not themselves exercise or grant to any Company or person any right or privilege over or upon the railway inconsistent with or which may directly or indirectly impede or interfere with the use and enjoyment by the Great Western Company of any of the rights powers and privileges intended to be secured to them by this agreement.

5. The Great Western Company in order to exercise such powers as are herein-before conferred upon them will provide one engine one van one long composite carriage consisting of 1st 2nd and 3rd class compartments and one 3rd class carriage and all necessary fuel and water and the requisite staff of engine drivers and stokers for the due and proper carrying of the traffic of all kinds over the railway and when and as required for the purposes of any such traffic will also provide one extra composite carriage one horse box one carriage truck and twelve goods trucks.

6. The Great Western Company will until it shall be otherwise agreed or determined by arbitration run over the railway five trains each way daily (Sundays Christmas Day and Good Friday excepted) at such hours as shall be reasonably convenient for the accommodation of the traffic and in the event of the directors of the Woodstock Company objecting to the times at which any such trains may be run or requiring any increased number of trains to be run the question of the times and of the increased payment to be made to the Great Western Company shall be determined by arbitration in the manner herein-after provided Provided always that in any arbitration as to the increased payment to be made to the Great Western Company that Company shall always be entitled having regard to the cost incurred by them for the purposes of this agreement to receive £150 per annum over and above the amount which the arbitrator may award to be paid in respect of the train service that is to say the amount which for the purposes of any such arbitration the arbitrator shall be entitled to consider as the cost of the train service under this agreement shall be the sum of £1,090 but the Great Western Company shall be entitled to receive £150 over and above the increased amount which the arbitrator may award in the same manner as they receive £1,240 under this agreement.

7. The directors of the Woodstock Company shall fix the rates and fares for the local traffic on the railway and the directors of the Great Western Company shall fix the rates and fares for the through traffic.

A.D. 1890.

8. The Woodstock Company shall at their own expense keep and maintain the railway in an efficient state of repair for the exercise by the Great Western Company of the running powers hereby granted to that Company and they shall also provide at their own expense the necessary station-master clerks porters signalmen and other staff required for the conduct of the traffic on the railway and all stores stationery tickets materials and appliances necessary for the efficient maintenance and working of the railway.

9. When and so soon as the net divisible profits of the Woodstock Company amount to such a sum as would be sufficient to pay a dividend at the rate of £3 per cent. per annum upon the whole of the then share capital of the Woodstock Company the Woodstock Company shall further pay the Great Western Company for the use of their station at Woodstock Road and for any services performed by the Great Western Company in respect of the traffic of the Woodstock Company there the fixed sum of £100 per annum the Woodstock Road Station being considered when and so long as such rent is payable for the purposes of traffic arising or terminating at that station and passing only over the Woodstock Railway a station upon that railway.

10. In the event of the Woodstock Company failing to perform the obligations undertaken by them under this agreement it shall be in the option of the Great Western Company either to determine this agreement or from time to time at the expense of the Woodstock Company to do and perform any matter in which the Woodstock Company may make default with liberty if the Great Western Company so think fit to deduct any expense so incurred from any moneys coming to the Woodstock Company under this agreement but the fact of the Great Western Company at any time or from time to time doing any matter hereby undertaken to be performed by the Woodstock Company shall not prejudice the right of the Great Western Company to determine this agreement in the event of any further default by the Woodstock Company or on the failure of the Woodstock Company to repay to the Great Western Company any expense then already incurred by or debts due to the Great Western Company under this agreement.

11. In the event of this agreement being determined under the provisions in the last article contained the Woodstock Company shall be entitled to run over and use the parallel line of the Great Western Company to be constructed under the provisions of this agreement and the Woodstock Road Station of the Great Western Company on payment of such rent and upon and subject to such terms and conditions as may be agreed or failing agreement settled by arbitration.

12. The gross receipts in respect of the railway from tolls rates and charges in respect of traffic of all kinds as well local as through on or over the railway or any part thereof shall (until otherwise agreed or determined by arbitration upon any increased number of trains being run over the railway) be apportioned as follows viz. :—

The Great Western Company shall be entitled to receive out of the gross receipts the sum of £1,240 in each year for conveying in their carriages and waggons over the railway the traffic of the Woodstock Company

and the residue or balance shall be retained by the Woodstock Company or paid over to them by the Great Western Company as the case may be. A.D 1890

13. The apportionment of receipts from through traffic passing over the railway and over the railway of the Great Western Company shall be in accordance with the rules of the Railway Clearing House.

14. Proper and regular books of account such as are usually kept by railway companies in relation to their traffic and to their receipts or proportion of receipts shall at all times be kept by each of the Companies parties hereto of and in relation to the traffic carried upon the railway and to the gross receipts for the same and shall be at all reasonable times open to the duly authorised officers of the other Company to examine and take copies thereof.

15. The accounts shall be adjusted and agreed every month and the amount found due to either of the Companies parties hereto shall be paid over to that Company within ten days after the accounts shall have been so adjusted and agreed.

16. This agreement shall subject to the provisions herein contained be in perpetuity.

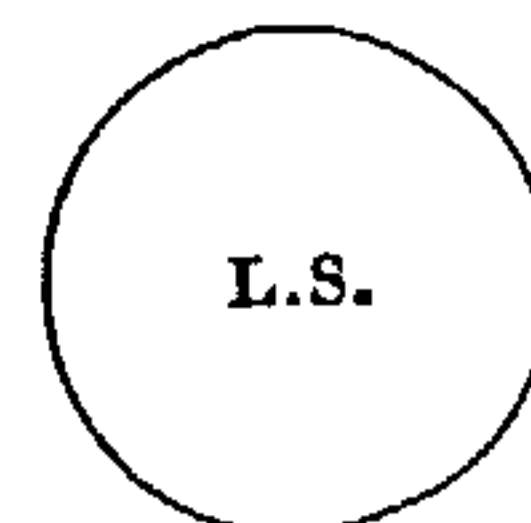
17. This agreement shall be subject to such alterations as Parliament may think fit to make therein but if the committee on the Bill for confirming the same make any material alteration in this agreement it shall be competent to any of the parties hereto to withdraw the same.

18. If at any time during the continuance of this agreement any question or dispute shall arise between the Companies parties hereto as to the construction or effect of this agreement or as to any matter or thing done or to be done in relation to this agreement or for giving effect thereto or in any way arising thereout the same shall as and when it arises be referred to and be determined by arbitration in the manner provided by the Railway Companies Arbitration Act 1859.

In witness whereof the Woodstock Company and the Great Western Company have caused their respective common seals to be hereunto affixed the day and year first before written.

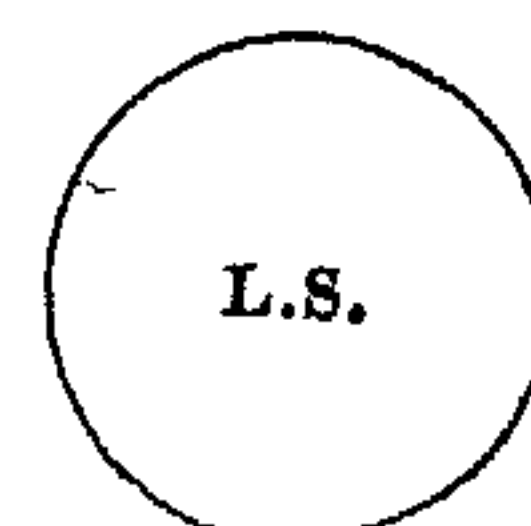
The common seal of the Woodstock Railway
Company was hereunto affixed in the presence
of

W. F. WOODS
Secretary.



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

J. D. HIGGINS
Secy.



A.D. 1890.

THIRD SCHEDULE.

AN AGREEMENT made the twenty-sixth day of June 1890 between the WHITLAND AND CARDIGAN RAILWAY COMPANY (herein-after called "the Whitland Company") of the one part and the GREAT WESTERN RAILWAY COMPANY (herein-after called "the Great Western Company") of the other part.

Whereas the Whitland Company is possessed of two separate undertakings viz. :—

- (1.) The original undertaking consisting of the railway in the county of Pembroke authorised by the Whitland and Taf Vale Railway Act 1869 commencing by a junction with the South Wales Railway of the Great Western Company and terminating at Crymmych Arms :
- (2.) The extension undertaking consisting of the railway also in the county of Pembroke authorised by the Whitland and Taf Vale (Cardigan Extension) Railway Act 1877 as amended by the Whitland and Cardigan Railway Act 1881 being an extension of the first mentioned railway to the town of Cardigan :

And whereas the capital of the Whitland Company consists of the following viz. :—

- (1st.) As regards their original undertaking 3,700 ordinary shares of £10 each of which 3,695 are fully paid up 1,300 preference shares of £10 each of which 1,251 are fully paid up 300 of which are held by or on behalf of the Great Western Company and the remainder are held by the public and £24,918 4½ per cent. debenture stock of which £14,255 7s. is held by or on behalf of the Great Western Company and £10,662 13s. is held by the public : and
- (2nd.) As regards their extension undertaking 4,100 ordinary shares of £10 each of which 3,573 are fully paid up 343 are reserved for land-owners making 3,916 shares of which 1,000 are held by or on behalf of the Great Western Company and the remainder are held by the public 3,000 fully paid preference shares of £10 each the whole of which are held by or on behalf of the Great Western Company and £23,600 4 per cent. debenture stock the whole of which is held by or on behalf of the Great Western Company :

And whereas the Whitland Company have also granted or agreed to grant the annual rentcharges specified in the schedule hereto And whereas there are certain claims of vendors of lands taken for the purposes of the Whitland Company's undertakings or one of them which are still unsettled and towards the discharge of which the Great Western Company have agreed to contribute a sum of not exceeding £1,700 And whereas the Whitland Company are indebted to various creditors including the Great Western Company in an amount exceeding the sum of £30,000 And whereas upon the petition of certain judgment creditors of the Whitland Company receivers of the several undertakings of the Whitland Company were on the 7th day of July 1888 appointed by the Chancery Division of the High Court of Justice And whereas the said undertakings of the Whitland Company are now being worked

managed maintained and used by the Great Western Company under articles of agreement dated the 8th day of February 1883 And whereas it has been agreed by and between the Companies parties hereto that the Whitland Company should sell and the Great Western Company should purchase the several undertakings of the Whitland Company upon the terms and conditions and in manner herein-after appearing Now therefore these presents witness and it is hereby agreed and declared by and between the Companies parties hereto as follows (that is to say):—

A.D. 1890.

1. Subject to the sanction of Parliament to be obtained as herein provided and to the approval of the shareholders in the respective Companies parties hereto the Whitland Company will sell and the Great Western Company will purchase the several undertakings of the Whitland Company upon the terms and conditions herein-after appearing and such sale and purchase shall take effect as on and from the first day of July 1890 or such other day as may be fixed by the Act authorising such sale and purchase.

2. The consideration for the said sale and purchase shall be—

- (1.) The payment by the Great Western Company of such sum as may be requisite not exceeding in the whole the sum of £1,700 towards the satisfaction and discharge of the various claims (exclusive of claims for costs and expenses which are to be paid under sub-section 5 of this article) made by or on behalf of the vendors of land upon the several undertakings of the Whitland Company a list of which has been signed by and exchanged between the secretaries of the Companies parties hereto.
- (2.) The adoption by the Great Western Company of so much of the debenture debt of the Whitland Company as is held by the public as aforesaid by the issue to every such holder of debenture stock of the Whitland Company of the like amount of Great Western $4\frac{1}{2}$ per cent. debenture stock bearing interest as on and from the 1st day of July 1890.
- (3.) The adoption by the Great Western Company of the said annual rentcharges as specified in the schedule hereto as on and from the 1st day of July 1890.
- (4.) The cancellation by the Great Western Company of so much of the debenture stock and of the preference and ordinary shares of the Whitland Company as is held by or on behalf of the Great Western Company as aforesaid.
- (5.) The release and extinguishment by the Great Western Company of the amounts due on any and every account by the Whitland Company to the Great Western Company or any person or persons on their behalf without prejudice (except as herein-after mentioned) to their rights to receive out of the net income of the Whitland Company interest upon the debenture stock of the Whitland Company held by or on behalf of the Great Western Company as aforesaid up to the 1st day of July 1890 which is to be paid out of the moneys from time to time in the hands of the receivers of the Whitland Company's undertakings so far as the same may be applicable thereto after providing for the payment of all costs charges and expenses as

A.D. 1890.

directed by the order made on the 7th day of July 1888 including the costs (if any) allowed or to be allowed to any claimants and payable to them by the Company and relative to the appointment of the receivers or to the receivership including the remuneration of the receivers and the costs of their discharge and after providing for all costs charges and expenses relating to the confirmation of this agreement and of any deed relating to the transfer and vesting of the undertakings of the Whitland Company in the Great Western Company such last-mentioned costs charges and expenses not exceeding £150.

(6.) The payment by the Great Western Company to the Liquidator appointed for the purpose of the winding up of the Whitland Company as herein-after provided of the sum of £16,000 in cash within seven days from the date of the Royal Assent being given to the Bill as herein-after mentioned.

3. Upon the completion of the purchase the undertakings of the Whitland Company including therein all railways land buildings rights and privileges (except debts due to the Whitland Company for calls or otherwise on capital account and moneys securities for money or debts due or belonging to the Whitland Company on revenue account) with their appurtenances possessed held or acquired by the Whitland Company shall be vested in the Great Western Company free and discharged from all debts liabilities obligations and engagements of every description of the Whitland Company existing on the 30th day of June 1890 other than and except (1) so much of the debenture debt of the Whitland Company as is to be adopted by the Great Western Company on the terms herein contained and (2) the said annual rentcharges specified in the schedule hereto (and all other annual charges if any) which are also to be adopted by the Great Western Company as herein provided.

4. The Whitland Company shall not after the date of this agreement create or issue any new stock or shares (other than the stock or shares if any already agreed to be issued by them) or incur any new liability whatever without the consent in writing of the Great Western Company nor shall they do or consent to anything which may or shall injuriously affect the value of the undertakings of the Whitland Company to the Great Western Company.

5. Until such sale and purchase shall be completed under the provisions herein contained the existing agreement between the Companies parties thereto shall remain in force.

6. The intended Act shall provide for the winding up of the Whitland Company in the same manner and with the same incidents as if it were a company registered under the Companies Acts 1862 to 1880 inclusive except that in lieu of a liquidator to be appointed under the said Acts Alexander Young of 41, Coleman Street in the City of London chartered accountant a member of the firm of Messrs. Turquand Youngs and Company and chairman of the directors of the Whitland Company or failing him some other member of the said firm shall be the liquidator in such winding up and shall be deemed to have been duly appointed under the said Acts or in the event of the said Alexander Young or some other member of the said

firm not being so appointed by the said Act it is hereby agreed that the said Alexander Young or some other member of his firm as aforesaid shall be nominated approved and supported by the parties hereto as such liquidator and the said intended Act shall further provide for the payment by the Great Western Company to the said liquidator of the said sum of £16,000 to be paid by the Great Western Company as aforesaid and for the application of the same by him as follows:—

- (a) In discharge by him of all debts and liabilities of the Whitland Company existing on the 30th day of June 1890 by payment at a rate not exceeding 10s. in the pound on the amount of such debts and liabilities other than the debts due to the Great Western Company or any person or persons on their behalf which are to be released and extinguished as aforesaid and other than the debts and liabilities the discharge whereof is provided for by sub-section 5 of Article 2 of this agreement.
- (b) In payment to every holder of preference shares fully paid in the Whitland Company (other than the Great Western Company) of the sum of £2 per share and to every holder of ordinary shares fully paid in the Whitland Company (other than the Great Western Company) of the sum of £1 per share: and subject thereto
- (c) In payment of the balance of the said sum of £16,000 to or retention thereof by the said liquidator for his costs and charges of the said winding up and preparatory thereto.

7. The said Act shall also provide that notwithstanding such sale and purchase as aforesaid the Great Western Company shall not nor shall their undertaking be in any way subject or liable to any claims or demands whatsoever on the part of any of the holders of debenture stock of the Whitland Company or the creditors of the Whitland Company or of any other person or persons in respect of any debt or liability of the Whitland Company except as herein-before mentioned or to the holders of any of the shares in the Whitland Company.

8. Notwithstanding the vesting of the undertakings of the Whitland Company in the Great Western Company the secretary or other officers (if any) of the Whitland Company shall not be or become officers of the Great Western Company but the Whitland Company shall discharge all obligations which may be due to such officers or any of them.

9. The Whitland Company shall upon completion of the purchase hand over to the Great Western Company all conveyances deeds agreements land and property plans parliamentary plans and sections books of reference plans and documents of title relating to land purchased by or held in trust for or otherwise in any way affecting the undertakings of the Whitland Company as may be in their possession or control together with their common seal and all books of account minute books registers transfer books and all other books or documents relating to the internal affairs of the Whitland Company except such as may be required by the liquidator for the purposes of the winding up of the Company and his discharge and in the meantime and until the completion of such purchase or the delivering up by the liquidator of such books and documents as may remain temporarily in his custody the Great Western Company

A.D. 1890. shall have access free of charge at all reasonable times to all such books plans registers and other documents and the Great Western Company will free of cost to the Whitland Company produce at all times all such of the said conveyances deeds agreements plans books and documents as shall be required by the Whitland Company for settling the claims of all persons having or making any claim against them or be otherwise required for the winding up of the same Company.

10. Application shall be made in the present session of Parliament and a Bill shall be promoted by the Great Western Company at their own expense in all respects for obtaining from Parliament the necessary powers for vesting the undertakings of the Whitland Company in the Great Western Company and for carrying out this agreement and each Company party hereto undertakes to use its best efforts to obtain the passing of such Bill and to supply such evidence and assistance as may be necessary for that end In the event of such powers not being so obtained this agreement shall ipso facto determine.

11. The Whitland Company shall if required by the Great Western Company so to do and at their expense obtain the sanction of the Chancery Division of the High Court of Justice to this agreement.

12. This agreement shall be subject to such alterations as Parliament may think fit to make therein but if the committee on the Bill make any material alteration in this agreement it shall be competent to any of the parties hereto to withdraw the same.

13. If and whenever any difference arises between the Whitland Company and the Great Western Company as to the true intent or construction of this agreement or as to anything to be done suffered or omitted in pursuance thereof or the carrying the same into effect or as to any breach or non-fulfilment of this agreement or any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or otherwise relating to the premises every such difference shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the two Companies and this article shall accordingly be read and have effect as an agreement for arbitration under that Act.

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

The SCHEDULE herein-before referred to.

A.D. 1890.

ORIGINAL LINE. RENTCHARGES.

Name.	Address.	Annual Amount.
		£ s. d.
B. Lewis - - -	Frowen - - -	6 0 0
D. Hughes - - -	Rhosygadier - - -	5 0 0
T. Davies - - -	Login Farm - - -	3 15 0
Mary Davies - - -	Pempompen - - -	8 0 0
James Phillips - - -	Trefach - - -	0 14 0
T. Phillips - - -	Wainbwl - - -	3 17 6
Rees Perkins - - -	Letterstone - - -	1 0 0
Stephen Owen - - -	Llanboidy - - -	4 4 0
H. Matthias and another, Trustees of J. P. A. L. Phillips.	Haverfordwest - - -	28 4 0
Rev. J. Jones - - -	Clydey - - -	14 9 6
Francis Howell - - -	Haverfordwest - - -	17 3 6
E. H. James - - -	Pont-y-gafel - - -	4 15 6
H. L. Puxley - - -	Haverfordwest - - -	25 0 0
Louise Thomas - - -	Parke - - -	2 15 6
Eliza Jones - - -	Trefawr - - -	0 10 0
John Owen's Executors - - -	Glogue - - -	8 0 0
J. Nicholas - - -	Blaiddbwl - - -	15 0 0
D. T. Davies - - -	Nantygaffr - - -	4 10 0
E. James - - -	Aberdwyn - - -	4 4 0
Francis James - - -	Nantywaigrlawd - - -	6 10 0
T. Jones - - -	Werney-gas - - -	1 10 0
William Morse - - -	Abertegin - - -	10 0 0
Sir M. Lloyd - - -	Bronwydd - - -	17 18 0
David Evans - - -	Velindre Issaf - - -	7 0 0
Benjamin James - - -	Cefn Issa - - -	4 0 0
Mary Griffiths - - -	Cefn Canol - - -	1 7 6
Asa J. Evans, Executors of - - -	Pantygroes - - -	2 15 0
Rev. T. Lewis - - -	Llanfrynach - - -	11 9 0
John Phillips - - -	Glandwr - - -	14 10 0
		£234 2 0

EXTENSION LINE. RENTCHARGES.

Name.	Address.	Annual Amount.
		£ s. d.
A. P. S. Davies - - -	Pentre - - -	74 11 0
Sir Martin Lloyd - - -	Bronwydd - - -	18 14 9
Do. - - -	Do. - - -	4 14 0
Mrs. D. Davies - - -	Tintern Cottage, Cardigan - - -	5 10 0
Mrs. S. George - - -	Cidgil - - -	6 0 0
Asa J. Evans, Executors of - - -	Pantygroes - - -	8 10 0
Mrs. E. and M. Lewis - - -	Pantgwyn - - -	7 0 0
Mrs. S. Morris - - -	Cilgirran - - -	4 10 0

[Ch. clix.] *Great Western Railway Act, 1890.* [53 & 54 VICT.]

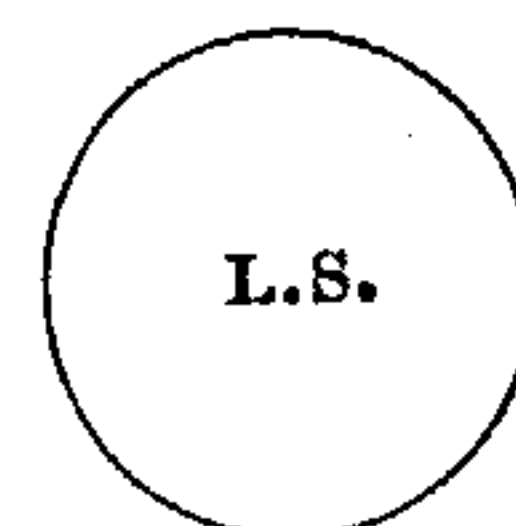
A.D. 1890.

Name.	Address.	Annual Amount.
		£ s. d.
Captain Gower - - -	Castle Malgwyn - - -	6 0 0
Jeremiah Stevens - - -	Cilgirran - - -	13 10 0
Corporation of Cilgirran - - -	Do. - - -	4 0 0
J. E. George - - -	Cardiff - - -	8 0 0
William George - - -	Penffynon - - -	15 15 0
T. E. Lloyd - - -	Coedmore - - -	29 11 6
Do. - - -	Do. - - -	5 0 0
D. G. Davies - - -	Cardigan - - -	30 0 0
M. Richardson - - -	Do. - - -	2 0 0
		£243 6 3

The common seal of the Whitland and Cardigan
Railway Company was hereunto affixed in the
presence of

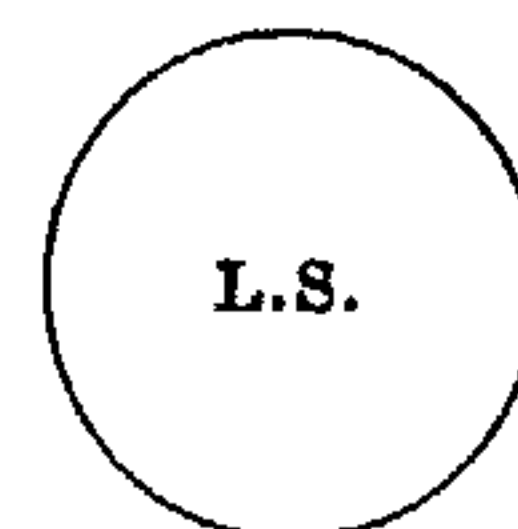
G. HOWELL
Secretary

Whitland and Cardigan Railway Company.



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

J. D. HIGGINS
Secretary.



FOURTH SCHEDULE.

AN AGREEMENT made the seventeenth day of June 1890 between THE EAST GLOUCESTERSHIRE RAILWAY COMPANY (herein-after called the East Gloucestershire Company) of the one part and the GREAT WESTERN RAILWAY COMPANY (herein-after called the Great Western Company) of the other part.

Whereas the undertaking of the East Gloucestershire Company consists of certain railways in the counties of Oxford and Gloucester commencing by a junction with the Witney Railway in the parish of Coggs in the county of Oxford and terminating in the parish of Fairford in the county of Gloucester:

And whereas the capital of the East Gloucestershire Company now consists of a debenture debt of £68,000 secured by debentures carrying interest at the rate of 4½ per cent. per annum and falling due at various dates the latest of which is the 1st day of January 1892 and of £206,500 in ordinary shares of £10 each the whole of which capital has been fully paid up:

And whereas the said undertaking of the East Gloucestershire Company is now being worked managed maintained and used by the Great Western

Company under articles of agreement dated the 1st day of July 1885 and the Great Western Company have advanced the sum of £18,027 19s. 7d. to the 30th June 1889 to the East Gloucestershire Company under the provisions contained in Article 15 of that agreement :

And whereas it has been agreed by and between the Companies parties hereto that the East Gloucestershire Company should sell and the Great Western Company should purchase the undertaking of the East Gloucestershire Company upon the terms and conditions and in manner herein-after appearing :

Now therefore these presents witness and it is hereby agreed and declared by and between the Companies parties hereto as follows (that is to say) :—

1. Subject to the sanction of Parliament to be obtained as herein provided and to the approval of the shareholders in the respective Companies parties hereto the East Gloucestershire Company will sell and the Great Western Company will purchase the undertaking of the East Gloucestershire Company upon the terms and conditions herein-after appearing and such sale and purchase shall take effect as on and from the 1st day of July 1890 or such other day as may be fixed by the Act authorising such sale and purchase.

2. The consideration for the said sale and purchase shall be—

(1.) The adoption by the Great Western Company of the said debenture debt of the East Gloucestershire Company.

(2.) The release and extinguishment by the Great Western Company of the amount advanced and which shall have been advanced up to the completion of the purchase by the Great Western Company to the East Gloucestershire Company under the said agreement of the 1st July 1885.

(3.) The payment by the Great Western Company to the liquidator to be appointed for the purpose of the winding up of the East Gloucestershire Company of the sum of £49,043 15s. in cash within fourteen days from the date of the Royal Assent being given to the Bill herein-after mentioned.

3. Upon the completion of the purchase the undertaking of the East Gloucestershire Company including therein all railways land buildings rights and privileges (except moneys or debts due or belonging to the East Gloucestershire Company on revenue account) with their appurtenances possessed held or acquired by the East Gloucestershire Company and including also the annual rentcharge of £454 per annum payable to the East Gloucestershire Company by the Banbury and Cheltenham Direct Railway Company under an agreement between the two last-mentioned Companies dated the 22nd day of February 1878 shall be vested in the Great Western Company free and discharged from all debts liabilities obligations and engagements of every description of the East Gloucestershire Company other than and except quit or chief rents and tithes or rentcharges in lieu thereof and the said debenture debt of the East Gloucestershire Company to be adopted by the Great Western Company on the terms herein contained.

4. The East Gloucestershire Company shall not after the date of this agreement create or issue any new stock or shares or incur any new liability

A.D. 1890. — whatever except on account of current expenses as heretofore without the consent in writing of the Great Western Company nor shall they do or consent to anything which may or shall injuriously affect the value of the undertaking of the East Gloucestershire Company to the Great Western Company.

5. Until such sale and purchase shall be completed under the provisions herein contained the existing agreement between the companies parties hereto shall remain in force.

6. The intended Act shall provide for the voluntary winding up of the East Gloucestershire Company in the same manner and with the same incidents as if it were a company registered under the Companies Acts 1862 to 1880 inclusive and for the payment by the Great Western Company to the liquidator to be appointed under the said Acts of the said sum of £49,043 15s. to be paid by the Great Western Company as aforesaid and for the application of the same by him as follows:—

In payment and discharge by him of all debts and liabilities of the East Gloucestershire Company other than the said debenture debt and the debt due to the Great Western Company which is to be released and extinguished as aforesaid: and subject thereto

In payment to every holder of shares in the East Gloucestershire Company of the sum of £2 7s. 6d. per share.

7. The said Act shall also provide that notwithstanding such sale and purchase as aforesaid the Great Western Company shall not nor shall their undertaking be in any way subject or liable to any claims or demands whatsoever on the part of any of the creditors of the East Gloucestershire Company or of any other person or persons in respect of any debt or liability of the East Gloucestershire Company except as herein-before mentioned or to the holders of any of the shares in the East Gloucestershire Company.

8. Notwithstanding the vesting of the undertaking of the East Gloucestershire Company in the Great Western Company the secretary or other officers (if any) of the East Gloucestershire Company shall not be or become officers of the Great Western Company but the East Gloucestershire Company shall discharge all obligations which may be due to such officers or any of them.

9. The East Gloucestershire Company shall upon completion of the purchase hand over to the Great Western Company all conveyances, deeds, agreements, land and property plans, parliamentary plans and sections, books of reference, plans and documents of title in their possession relating to land purchased by or held in trust for or otherwise in any way affecting the undertaking of the East Gloucestershire Company together with their common seal and all books of account, minute books, registers, transfer books and all other books or documents relating to the internal affairs of the East Gloucestershire Company and in the meantime and until the completion of such purchase the Great Western Company shall have access free of charge at all reasonable times to all such books, plans, registers and other documents and the Great Western Company will free of cost to the East Gloucestershire Company produce at all times all such of the said conveyances, deeds, agreements, plans, books and documents as shall be required by the East Gloucestershire

Company for settling the claims of all persons having or making any claim against them or be otherwise required for the winding up of the same Company. A.D. 1890.

10. The East Gloucestershire Company shall concur with the Great Western Company in petitioning Parliament to permit clauses to be inserted in the Bill now being promoted by the Great Western Company in the present session of Parliament for obtaining from Parliament the necessary powers for vesting the undertaking of the East Gloucestershire Company in the Great Western Company and for carrying out this agreement and each Company party hereto undertakes to use its best efforts to obtain the passing of such Bill and at the request costs and charges of the Great Western Company to supply such evidence and assistance as may be necessary for that end Should from any cause such sanction not be obtained in the present session of Parliament the application may be renewed by either Company in any subsequent session.

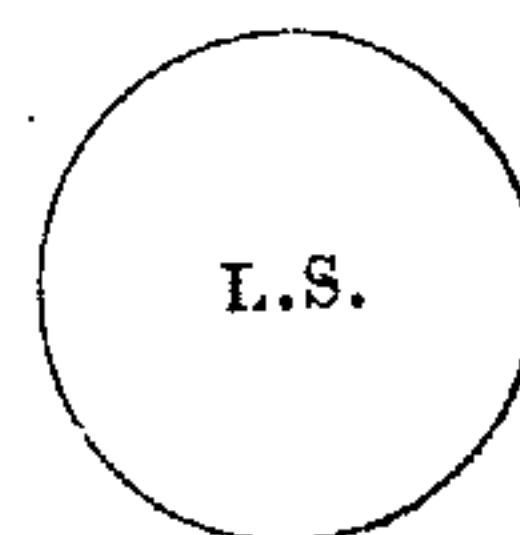
11. This agreement shall be subject to such alterations as Parliament may think fit to make therein but if the committee on the Bill make any material alteration in this agreement it shall be competent to either of the parties hereto to withdraw the same or as the case may be to require the other to withdraw the same.

12. If and whenever any difference arises between the East Gloucestershire Company and the Great Western Company as to the true intent or construction of this agreement or as to anything to be done suffered or omitted in pursuance thereof or the carrying the same into effect or as to any breach or non-fulfilment of this agreement or any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or otherwise relating to the premises every such difference shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the two Companies and this article shall accordingly be read and have effect as an agreement for arbitration under that Act.

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

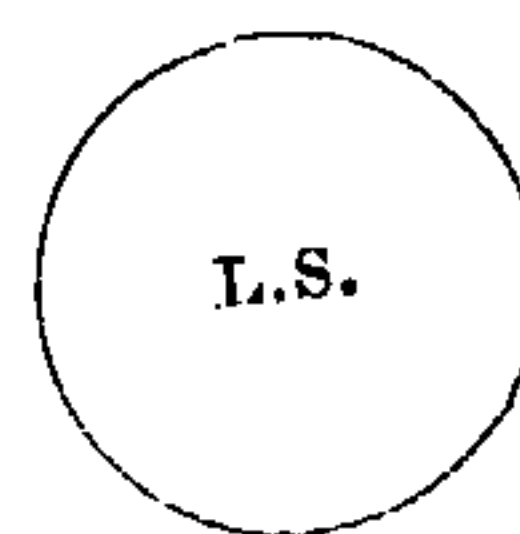
The common seal of the East Gloucestershire
Railway Company was hereunto affixed in the
presence of

GEORGE BROOM
Secy.



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

J. D. HIGGINS
Secy.



A.D. 1890.

FIFTH SCHEDULE.

MEMORANDUM OF AGREEMENT made the seventeenth day of June 1890 between the WITNEY RAILWAY COMPANY (herein-after called the Witney 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 Witney Railway Act 1859 the Witney Company were incorporated and authorised to make a railway from Witney to a junction at Yarnton with the Oxford Worcester and Wolverhampton Railway which last-mentioned railway has since become and is now part of the Great Western Railway And whereas the loan capital of the Witney Company now consists of £25,000 secured by debentures carrying interest at the rate of £4 per cent. per annum and falling due on or about the 12th day of November 1891 being the residue of a debenture debt of £32,000 after deducting therefrom the sum of £8,000 part thereof which has been redeemed by the Witney Company under the provisions of the Witney Railway Act 1872 and the share capital of the Witney Company now consists of £12,150 in £5 per cent. preference shares of £10 each and of £37,850 in ordinary shares of £10 each being the whole of its authorised share capital of £50,000 And whereas it has been agreed by and between the Companies parties hereto that the Witney Company shall sell and the Great Western Company shall purchase the undertaking of the Witney Company as herein defined upon the terms and conditions and in manner herein-after appearing Now therefore these presents witness and it is hereby agreed and declared by and between the Companies parties hereto as follows (that is to say):—

1. This agreement and everything herein contained is subject to the sanction of Parliament being obtained to the acquisition by the Great Western Company of the undertaking of the Witney Company and to the approval of the shareholders in the respective Companies parties hereto.

2. Upon such sanction and approval as respectively aforesaid being obtained the Witney Company will sell and the Great Western Company will purchase the undertaking of the Witney Company including all their railways sidings stations depôts watering places telegraph apparatus works and conveniences and all plant and fixtures furniture and all superfluous and other lands and buildings and all other (if any) the property estate assets rights powers and privileges of or belonging to or enjoyed by the Witney Company of what kind or nature soever and whether with reference to their own undertaking or the undertaking of any other Company except money securities for money and all debts due or belonging to the Witney Company on the 1st day of July 1890 but the exception herein contained shall not include any investments existing at that date which shall have been made by the Witney Company out of revenue or the interest or dividends accrued thereon or any moneys which shall at that date be in hand or be set apart out of revenue for the purposes of investment in pursuance of the provisions of the said Witney Railway Act 1872 (all which investments and moneys shall on and from the said 1st day of July 1890 belong to and vest in the Great Western Company) upon the terms and conditions herein-after appearing and such sale and purchase shall take effect as on and from the 1st day of July 1890.

A.D. 1890.

3. The consideration for the said sale and purchase shall be—

(A) The adoption by the Great Western Company of the said debenture debt of the Witney Company or of so much thereof as shall upon the date of such sanction being obtained as aforesaid be then outstanding or unpaid not exceeding £25,000.

(B) The issue by the Great Western Company to the liquidator of the Witney Company to be appointed as herein-after provided of the sum of £8,000 Great Western Railway £5 per cent. consolidated preference stock bearing dividend on and from the 1st day of July 1890 in respect of the aforesaid sum of £8,000 part of the aforesaid debenture debt of £32,000 which has been already redeemed by the Witney Company as aforesaid.

(C) The issue by the Great Western Company to every holder of the said preference or ordinary shares in the said £50,000 capital of the Witney Company in exchange for and upon the surrender to the Great Western Company of the certificate of his holding in the Witney Company of the sum of ten pounds of Great Western £5 per cent. consolidated preference stock bearing dividend on and from the 1st day of July 1890 for every preference or ordinary share held by him in the Witney Company.

(D) The payment by the Great Western Company to the Witney Company of such a sum in cash (if any) as the Witney Company shall have expended in the payment of any part of the said debenture debt between the date of these presents and the date of such sanction being obtained as aforesaid.

4. Upon such sanction being obtained as aforesaid the Great Western Company shall adopt the debenture debt of the Witney Company as aforesaid as on and from the 1st day of July 1890 and shall indemnify the Witney Company against all claims as on and from that day in respect of such debenture debt and interest from that date and shall on that date or as soon afterwards as circumstances will permit issue to the said liquidator the said sum of £8,000 £5 per cent. consolidated preference stock bearing dividend on and from the 1st day of July 1890 and shall also issue to every registered holder of preference or ordinary shares in the said £50,000 capital of the Witney Company on the 1st day of July 1890 the amount of Great Western stock bearing dividend on and from the same 1st day of July 1890 to which he is entitled under the provisions herein contained.

5. Until such sale and purchase as aforesaid shall be completed under the provisions herein contained the existing agreement between the companies parties hereto shall remain in force.

6. Upon the completion of the said purchase the undertaking of the Witney Company as herein defined (except as herein-before excepted) with its appurtenances shall be vested in the Great Western Company freed and discharged from all debts liabilities obligations and engagements of every description except tithes or rentcharges in lieu thereof of the Witney Company except the said debenture debt.

7. The intended Act shall provide that subject to the fulfilment by the Great Western Company of the obligations on their part herein contained the Great Western Company notwithstanding such sale and purchase as aforesaid

A.D. 1890. shall not nor shall their undertaking be in any way subject or liable to any claims or demands whatever on the part of any of the creditors of the Witney Company or of any of the shareholders of the Witney Company or of any other person or persons in respect of any debts or liabilities of the Witney Company save and except in respect of any tithe or rentcharges in lieu thereof and the said debenture debt.

8. The Witney Company shall pay and satisfy all charges liens and incumbrances except tithe or rentcharges in lieu thereof upon or affecting their undertaking or any part thereof and the claims and interests of all persons having claims upon the Witney Company whether as creditors holders of debentures preference or other shares of or in the Witney Company or otherwise up to and including the 30th day of June 1890.

9. The Witney Company shall not after the date of this agreement create or issue any new stock or shares or incur any new liability whatever except ordinary current expenses without the consent of the Great Western Company.

10. The Witney Company shall as from the date of the said Act and confirmation be dissolved except for the purposes of winding up its affairs and for the more effectual dissolution of the Witney Company and the winding up the affairs thereof the said Act shall provide for the voluntary winding up of the Witney Company in the same manner and with the same incidents as if it were a company registered under the Companies Acts 1862 to 1880 inclusive for the issue to the liquidator to be appointed under the said Acts of the said sum of £8,000 £5 per cent. consolidated preference stock and for the application of such stock or the proceeds thereof so far as may be necessary in payment and discharge of all debts and liabilities if any (other than the said debenture debt) of the Witney Company and subject thereto rateably among the holders of ordinary shares in the Witney Company in such proportions as such liquidator shall by writing under his hand direct.

11. Notwithstanding the vesting of the undertaking of the Witney Company in the Great Western Company the secretary and other officers (if any) of the Witney Company shall not be or become officers of the Great Western Company but the Witney Company shall discharge all obligations which may become due to such officers or any of them.

12. The Witney Company shall upon completion of such sale and purchase hand over to the Great Western Company all conveyances deeds agreements land and property plans parliamentary plans and sections books of reference and documents of title in their possession relating to land purchased by or held in trust for or otherwise in any way affecting the undertaking of the Witney Company together with their common seal and all books of accounts minute books registers transfer books and all other books or documents relating to the internal affairs of the Witney Company and in the meantime and until the completion of such purchase the Great Western Company shall have access free of charge at all reasonable times to all such deeds plans and sections registers books and other documents.

13. For the purpose of carrying out this agreement the Witney Company shall furnish at the request of the Great Western Company an accurate list certified in writing under the hands of their chairman and secretary of the names and addresses of the debenture holders with the amounts due to each and the names and addresses of the preference and ordinary shareholders of

the Witney Company with full particulars of their respective registered holdings on the 30th day of June 1890. A.D. 1890

14. The Witney Company shall concur with the Great Western Company in petitioning Parliament to permit clauses to be inserted in the Bill now being promoted by the Great Western Company in the present session of Parliament for obtaining from Parliament the necessary powers for vesting the undertaking of the Witney Company in the Great Western Company and each Company undertakes without cost to the other except as appears by these presents to use its best efforts to obtain the passing of such Bill and to supply such evidence and assistance as may be necessary for that end Should from any cause such sanction not be obtained in the present parliamentary session the application may be renewed by either company in any subsequent session.

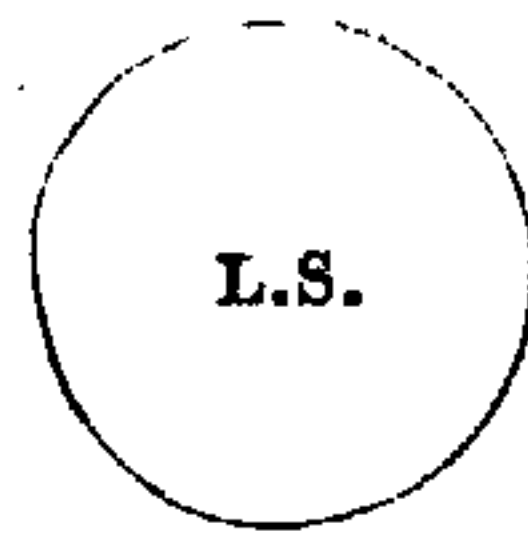
15. This agreement shall be subject to such alterations as Parliament may think fit to make herein but if the committee on the Bill make any material alteration in this agreement it shall be competent to either of the parties hereto to withdraw the same or as the case may be to require the other to withdraw the same.

16. The Witney Company shall not pending the completion of the purchase do anything which may injuriously affect the value of their undertaking to or otherwise the interests of the Great Western Company.

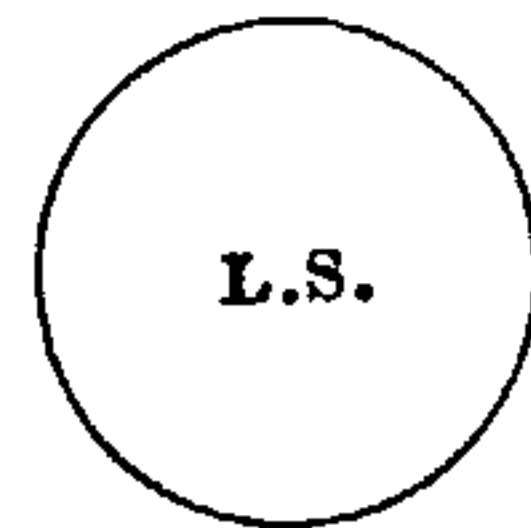
17. If and whenever any difference arises between the Witney Company and the Great Western Company as to the true intent or construction of this agreement or as to anything to be done suffered or omitted in pursuance thereof or the carrying the same into effect or as to any breach or non-fulfilment of this agreement or any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or otherwise relating to the premises every such difference shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 every question or matter so referred shall be deemed to be in difference between the two Companies and this article shall accordingly be and have effect as an agreement for arbitration under that Act.

In witness whereof the Witney Company and the Great Western Company have caused their respective common seals to be hereunto affixed the day and year first above written.

The common seal of the Witney Railway Company }
was hereunto affixed in the presence of
GEORGE BROOM,
Secy.



The common seal of the Great Western Railway }
Company was hereunto affixed in the presence of
J. D. HIGGINS,
Secy.



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