

## CHAPTER ccxviii.

An Act to empower the Great Western Railway Com- A.D. 1896.  
pany to make New Railways in the Counties of Wilts  
and Gloucester and for other purposes.

[7th August 1896.]

**W**HEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to execute make and maintain the railways and other works in the counties of Wilts and Gloucester by this Act authorised :

And whereas by the Bill for this Act as originally introduced into Parliament it was proposed to authorise a railway therein referred to as Railway No. 2 commencing by a junction with Railway No. 1 by this Act authorised and terminating by a junction with the Berkeley New Docks Branch of the Company and the Midland Railway Company (in this Act called "the Midland Company") :

And whereas the objects proposed to be effected by the construction of the said Railway No. 2 can be effected more economically and to the greater advantage of the public by the construction of the Midland Junction Railways Nos. 1A 2A and 3A the Berkeley Road Junction Railway and the Stonehouse Junction Railway by this Act authorised and by the exercise by the Company of their running powers over certain railways of the Midland Company :

And whereas plans and sections showing the lines and levels of the railways by this Act authorised to be constructed and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the

[Ch. ccxviii.] *Great Western Railway* [59 & 60 Vict.]  
(*South Wales and Bristol Direct Railway*) Act, 1896.

A.D. 1896.

peace for the said counties and are herein-after respectively referred to as the deposited plans sections and book of reference which expressions in this Act include as well the plans sections and book of reference deposited in respect of the said Midland Junction Railway Berkeley Road Junction Railway and Stonehouse Junction Railway as those deposited in respect of the railways originally proposed to be authorised by the Bill for this Act:

And whereas it is expedient that the Company should be authorised to raise an additional sum of money and to apply their funds for the purposes of this Act:

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 (South Wales and Bristol Direct Railway) Act 1896.

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) of the Railways Clauses Act 1863:

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of shares into stock; and

The provision to be made for affording access to the special Act by all parties interested:

And Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863. A.D. 1896.

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 the 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 and described in the deposited book of reference as may be required for those purposes The railways herein-before referred to and authorised by this Act are situate in the counties of Wilts and Gloucester and are— Power to make railways.

(1) A railway (No. 1) 21 miles 4 furlongs and 3.50 chains in length commencing in the parish of Wootton Bassett by a junction with the main line of railway of the Company and terminating in the parish of Old Sodbury near the Bell Inn Old Sodbury:

(2) A railway (in the deposited plans sections and book of reference referred to as Railway No. 3) 8 miles 4 furlongs and 5.85 chains in length commencing in the parish of Old Sodbury by a junction with Railway No. 1 at its termination and terminating in the parish of Stoke Gifford by a junction with the Bristol and South Wales Union Railway of the Company:

(3) A railway (in the deposited plans sections and book of reference referred to as Railway No. 4) 7 furlongs and 9.50 chains in length commencing in the parish of Stoke Gifford by a junction with Railway No. 3 and terminating in the parish

[Ch. ccxviii.] *Great Western Railway* [59 & 60 VICT.]  
(*South Wales and Bristol Direct Railway*) Act, 1896.

A.D. 1896.

of Filton by a junction with the said Bristol and South Wales Union Railway:

- (4) A railway to be called the Midland Junction Railway No. 1A 1 mile 3 furlongs and 6·50 chains in length commencing in the parish of Wapley and Codrington in the county of Gloucester by a junction with Railway No. 3 by this Act authorised and terminating in the parish of Westerleigh by a junction with the Bristol and Gloucester Railway of the Midland Company:
- (5) A railway to be called the Midland Junction Railway No. 2A 6 furlongs and 2·26 chains in length commencing by a junction with the Midland Junction Railway No. 1A by this Act authorised and terminating by a junction with the said Bristol and Gloucester Railway:
- (6) A railway to be called the Midland Junction Railway No. 3A 3 furlongs and 8·60 chains in length commencing by a junction with the Midland Junction Railway No. 1A by this Act authorised and terminating by a junction with Railway No. 3 by this Act authorised:
- (7) A railway to be called the Berkeley Road Junction Railway 1 mile 2 furlongs and 6·40 chains in length commencing by a junction with the said Bristol and Gloucester Railway and terminating by a junction with the Berkeley New Docks Branch of the Company and the Midland Company:
- (8) A railway to be called the Stonehouse Junction Railway 5 furlongs and 5·75 chains in length commencing by a junction with the said Bristol and Gloucester Railway and terminating by a junction with the railway of the Company.

Rates and charges.

5. The railways shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) and for all other purposes be deemed to be part of the Company's railways as if the same had been part of the Great Western Railway at the date of the passing of the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale I. of Part I. in the Appendix to the said Order shall be applicable to the railways Provided always that as respects passenger traffic and parcels by passenger train the tolls fares rates and charges to be demanded and recovered shall not exceed the tolls fares rates and charges prescribed by the Great Western Railway Amendment and Extensions Act 1847.

Inclination of roads.

6. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any

59 & 60 VICT.] *Great Western Railway* [Ch. ccxviii.]  
*(South Wales and Bristol Direct Railway) Act, 1896.*

inclinations not steeper than the inclinations herein-after mentioned A.D. 1896.  
in connexion therewith respectively (that is to say) :—

Number on Deposited Plan.	Parish.	Description of Road.	Intended Inclination.
RAILWAY No. 1.			
38	Saint Paul Malmesbury Without	Public -	1 in 14·6.
5	Acton Turville - - -	Main -	1 in 30 on the north side.
17	Acton Turville - - -	Main -	1 in 30 on the north side.
RAILWAY No. 3.			
24	Winterbourne - - -	Public -	1 in 14 on the north side and 1 in 30 and level on the south side.

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

Number on Deposited Plan.	Parish.	Description of Road.	Height.	Span.
RAILWAY No. 1.				
33	Wootton Bassett - - -	Public -	Ft. ins. 15 0	Feet. 20
29	Little Somerford - - -	Public -	16 0	25
33A	Little Somerford - - -	Public -	15 0	20
31	Saint Paul Malmesbury Without.	Public -	15 0	20
20	Hullavington - - -	Public -	15 0	20
RAILWAY No. 3.				
3	Westerleigh - - -	Main -	16 0	25
65	Westerleigh - - -	Public -	15 0	20
76	Westerleigh - - -	Main -	16 0	35
86	Westerleigh - - -	Public -	15 0	20
24	Winterbourne - - -	Public -	16 0	25
26	Winterbourne - - -	Main -	16 0	30
33	Winterbourne - - -	Main -	16 0	25
10	Stoke Gifford - - -	Public -	16 0	26
32	Stoke Gifford - - -	Main -	16 0	20·6

[Ch. ccxviii.] *Great Western Railway* [59 & 60 VICT.]  
*(South Wales and Bristol Direct Railway) Act, 1896.*

A.D. 1896.

Number on Deposited Plan.	Parish.	Description of Road.	Height.	Span.
	MIDLAND JUNCTION RAILWAY NO. 3A.			
10	Westerleigh	Main	Ft. ins. 16 0	Feet. 35
	STONEHOUSE JUNCTION RAILWAY.			
10	Stonehouse	Public	15 0	20

Widths of certain roadways.

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

Number on Deposited Plan.	Parish.	Description of Roadway.	Width of Roadway.
	RAILWAY NO. 1.		
38	Saint Paul Malmesbury Without	Public	Feet. 20
46	Hullavington	Public	20
58	Hullavington	Public	20
67	Hullavington	Public	20
12	Alderton	Public	20
5	Acton Turville	Main	28
17	Acton Turville	Main	28
	RAILWAY NO. 3.		
28	Old Sodbury	Public	20
33	Old Sodbury	Main	25
9	Dodington		
6	Winterbourne	Public	25
21	Winterbourne	Public	20

Power to divert roads as shown on deposited plans.

9. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road but the Company shall not be required to make any road diverted under this section of a greater width

than 20 feet other than the road numbered on the deposited plans of Railway No. 3 47 in the parish of Winterbourne which shall be made of a width of not less than 25 feet (that is to say) :—

A.D. 1896.

Railway.	Parish.	No. of Road on deposited Plan.
No. 1	Saint Paul Malmesbury Without -	61
No. 3	Westerleigh - - - - -	64
No. 3	Winterbourne - - - - -	47

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.

**10.** Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways by a bridge or bridges or the immediate approaches thereto except so far as the level of such road highway or approaches is permanently altered.

Company not liable to repair surface of road level of which is not permanently altered.

**11.** Notwithstanding anything in this Act contained the following provisions shall unless otherwise agreed between the Company and the county council of Gloucestershire (in this section called "the council") be observed and have effect (that is to say) :—

For the protection of the county council of Gloucestershire.

(a) Notwithstanding anything shown on the deposited plans or sections the provisions contained in sections 46 to 67 of the Railways Clauses Consolidation Act 1845 as to the crossing of roads and the construction of bridges shall apply to all roads belonging to or under the control of the council which are at the present time main roads under and within the meaning of section 11 of the Local Government Act 1888 as though they were turnpike roads within the meaning of those sections :

(b) No works affecting any main road or any bridge belonging to or under the control of the council or the approaches to any such bridge shall be constructed except in accordance with plans previously submitted to and signed by the surveyor for the time being of the council and the said works shall be

A.D. 1896.

executed under the superintendence and to the reasonable satisfaction of the said surveyor. Provided that if the said surveyor of the council omit to signify his approval or disapproval to the said plans during six weeks after the same shall have been submitted to him such omission shall be deemed an approval :

- (c) All bridges and arches carrying the railways over any main road or footpath thereof shall so far as is reasonably practicable be constructed so as to prevent the dripping of water on the road or path beneath :
- (d) The Company shall not permit within the county any of their bridges or works or any of their walls or parapets or screens so far as such bridges walls parapets or screens are adjacent to and visible from the road to be used for the posting of bills or other advertising purposes except such as relate to the business of the Company or of the Government or of any county or local authority :
- (e) All bridges carrying any main road over the railways shall be constructed of sufficient strength to carry the traffic of the district including traction engine traffic :
- (f) The Company shall not during the alteration of the level of any main road or footpath unnecessarily interrupt the drainage thereof and they shall make provision for the effectual drainage of all such roads and footpaths as altered and of all such roads and footpaths under bridges constructed by the Company and the council shall afford every reasonable facility for effecting such drainage :
- (g) The necessary channels footpaths and fencing of all diverted roads and of all main roads the gradients of which are altered to enable the railways to pass over them and the kerbs of all existing footpaths which are so altered shall be provided and fixed by the Company of a character similar to that on other parts of the same roads or footpaths to the reasonable satisfaction of the surveyor of the council and in particular all main roads which may be diverted or lowered shall be made with a hand pitched bottom nine inches deep and with four inches of consolidated broken stone of equal quality to the stone used in the said roads and such channels footpaths fencing and kerbs and also the said roads shall for the whole length of the alteration or diversion be maintained in good condition and repair by the Company to the reasonable satisfaction of the surveyor of the council for the period of six months after the completion of the works in this subsection referred to :



(h) The Company shall be responsible for and make good to the council all costs losses damages and expenses which they may be put to or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the Company and the Company shall effectually indemnify and hold harmless the council from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission :

A.D. 1896.

(i) The costs charges and expenses of the said surveyor of the council of and incident to the approval of the said plans and the superintendence of the works shall be paid by the Company :

(j) If any difference arise between the Company and the council under or in relation to any provision of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council.

12. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not purchase or acquire any greater quantities of the common lands next herein-after mentioned than the quantities herein-after specified in connexion therewith respectively (that is to say) :—

Provision as to certain common lands.

Name of Common Land.	Parish.	Quantity.
	RAILWAY NO. 1.	
Colts Green Common -	Old Sodbury - - -	$\frac{1}{4}$ acre.
	RAILWAY NO. 3.	
Gaunt's Field - -	Old Sodbury - - -	3 acres.

And in lieu of purchasing under the powers in this Act contained any portions of the said common lands which the Company require to take for the purposes of this Act the Company may enter into and carry into effect agreements with the owners of such common lands for the exchange of other lands belonging to the Company or acquired by them for the purpose of exchange for the portions of common land so required to be taken by them as aforesaid and the lands so given in exchange by the Company shall be thrown into and form part of the common lands from which such portions were taken and shall be subject to the common and other rights now enjoyed over or in respect of the portions of common lands so taken

[Ch. ccxviii.] *Great Western Railway* [59 & 60 Vict.]  
(*South Wales and Bristol Direct Railway*) Act, 1896.

A.D. 1896. in exchange by the Company For the purpose of effecting exchanges of land under this section the Company may subject to the provisions of this Act enter upon take and use any of the lands delineated on the deposited plans and described in the deposited book of reference.

Provision as  
to Yate  
Common.

**13.** Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall construct the Midland Junction Railway No. 1A where the same will pass through the lands known as Westerleigh or Yate Common in the parish of Westerleigh (herein-after in this section called "the Common") only in accordance with the plan signed in triplicate by James William Lowther the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons) and the Company shall not acquire any greater or other portion of the Common than the portion delineated and coloured pink on the said plan and the Company shall before entering upon the said land coloured pink in lieu of paying compensation therefor purchase and add to the Common the land delineated and coloured blue on the said plan (being of equal area with the said portion of the Common coloured pink) and such land shall be thrown into and form part of the Common and shall be subject to the Common and other rights now enjoyed over or in respect of the portion of the Common so acquired by the Company The Company shall also before opening the said Railway No. 1A for traffic construct a footpath under the said railway at or near the point marked A on the said plan for the purpose of providing access to the Common.

For the  
protection  
of Sir  
Algernon  
William  
Neeld  
Baronet.

**14.** The following provisions shall apply and have effect for the protection of the estates and lands situate in the parishes of Alderton and Hullavington in the county of Wilts of which Philip Wroughton as surviving trustee acting under the will of Joseph Neeld of Grittleton is or claims to be the owner and Sir Algernon William Neeld of Grittleton aforesaid Baronet is or claims to be the tenant for life in possession (both of whom or their successors owner or tenant for life for the time being of the said estates and lands are herein-after in this section referred to as "the proprietor"):

The Company shall construct that portion of the said Railway No. 1 which extends between the points marked 14 miles 4 furlongs 1 chain 20 links and 14 miles 6 furlongs 1 chain on the deposited plans in the parish of Alderton in tunnel instead of open cutting and for that purpose they shall acquire an easement only but of sufficient width for the construction and maintenance of 4 lines of

railway from the proprietor and shall not be empowered to purchase the land between the said points or to interfere with the surface thereof unless by agreement with the proprietor: A.D. 1896.

The Company shall not make a spoil bank upon any land purchased from the proprietor.

**15.** In constructing Railway No. 1 by this Act authorised the following provisions for the protection of Stephen Cattley Kemble shall apply and have effect:— For the protection of Stephen Cattley Kemble.

(1) Between the point where the Railway No. 1 crosses the Great Western Railway (Malmesbury Branch) and a point distant 7 miles 5 furlongs from the commencement of the said Railway No. 1 the Company shall construct that railway on arches having a clear water way amounting together to an area of 1350 square feet. The springing of any such arches shall not be below the ascertained flood level or the level of 206 feet above Ordnance datum and the whole of the aforesaid area of 1350 square feet shall be below the aforesaid level:

(2) The Company shall for ever maintain all the aforesaid openings so that the water ways shall not at any time be diminished at such aforesaid level.

**16.** The agreement made between the Company of the one part and the West Gloucestershire Water Company of the other part as set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the parties thereto. Confirming agreement with West Gloucestershire Water Company.

**17.** For the protection of the owners for the time being of the properties formerly known as the Hartley Estates in the parish of Old Sodbury in the county of Gloucester (all of whom are in this section included in the expression "the owners") the following provisions unless otherwise agreed in writing between the owners and the Company shall have effect (that is to say):— For the protection of the Hartley Estates.

(1) In this section "the signed plan" means a plan signed in duplicate by Edward James Swann on behalf of the owners and by James Charles Inglis on behalf of the Company:

(2) The Company shall before entering upon or using any lands of the owners procure to be laid on with a proper tap to the interior of every house and cottage marked on the signed plan and coloured blue thereon in the parish of Old Sodbury to the reasonable approval of the owners a supply of water sufficient for the domestic use of the inhabitants of such houses and cottages. Provided that where two or more adjoining cottages can be served by one service pipe the Company shall only be required to lay one such pipe with a branch pipe into each cottage:

A.D. 1896.

(3) If by reason of the construction of the works of the Company the existing supply of water to the house and premises known as "Coombs End Farm" shall at any time be prejudicially affected the Company shall procure to be laid on to the said farmhouse and premises a supply of water for the use thereof and also shall provide and fix if necessary in lieu of the existing watering place a drinking trough for cattle and sheep at a place on such farm to be reasonably approved by the owners and shall procure a supply of water to be laid on thereto :

(4) The Company shall procure a supply of water for domestic purposes to be laid on to the existing water cistern in Lye Grove House whereby Lye Grove House is supplied with water and also to the interior of the lodge at the entrance to Lye Grove House :

(5) The Company shall provide and fix at points to be agreed or settled as herein-after provided a drinking trough for cattle and sheep at the several following places (that is to say) :—

In the field numbered 107 on the plan ;

In the field numbered 92 and 93 on the plan if the water supply is prejudicially affected ;

In the barton of Plough Farm and in the field numbered 23 on the plan ;

In the barton of Lye Grove Farm ;

In the barton of the farm in the occupation of Herbert Perrett ;

and the Company shall procure a sufficient supply of water to be laid on to the said several troughs :

(6) The Company shall procure a supply of water to be laid on to the interior of the Cross Hands Inn and to a water trough to be provided and fixed by the Company in the barton of the Cross Hands Farm :

(7) The Company shall procure a supply of water for domestic purposes to be laid on to the interior of the Vicarage House and of the National Schools at Old Sodbury :

(8) The water to be laid on to any cottage house premises or trough under the provisions of this section shall be in every case and at all times except when temporarily prevented by repairs or other unavoidable cause sufficient in quantity and fitting in quality for the purposes for which it is required :

(9) The Company shall be deemed to have discharged their obligation to the owners under this section both as to the sufficiency and quality of the water supply as regards any of the houses and premises in respect of which the Company are under this section bound to procure a supply of water when

and so soon as they shall have procured the West Gloucestershire Water Company to have laid mains to and have undertaken the supply of water to such houses or premises and shall have provided in respect thereof service pipes and taps in accordance with the provisions of this section :

A.D. 1896.

(10) The charges to be paid to the West Gloucestershire Water Company for any supply of water provided by them under this section shall not exceed the charges authorised and for the time being made by that company for water supplied by them for the like purposes in other parts of their district :

(11) Nothing in this section shall be construed to compel the owners or either of them or the occupier of any house cottage land or premises to take a supply of water from the West Gloucestershire Water Company but that company may cause the water to be cut off from any particular house cottage farm or premises during such period as the owner or occupier of any such particular house cottage farm or premises may not agree to pay the charges for the time being for water supplied thereto :

(12) The Company except with the assent of the owners shall acquire from the owners an easement only for construction and maintenance of a tunnel or tunnels for two or four lines of railway between the points marked 18 miles 2 furlongs 13 yards and the points marked 20 miles 4 furlongs 64 yards on the deposited plans in the parish of Old Sodbury and shall not be empowered except with the assent of the owners to purchase from them except for shafts as herein-after mentioned the land between the said points or to interfere with the surface of any land belonging to them :

(13) The Company shall not make any shafts either temporary or permanent in the lands of the owners or either of them except as follows viz. near the western boundaries of the fields numbered respectively 1 and 3 on the deposited plans near the point 19 miles 1 furlong in the field numbered 4 on the plans at a point between 19 miles 5 furlongs and the western boundary of the field numbered 10 on the plans and in field numbered 24 on the plans at a point to be reasonably selected :

(14) The Company may enter upon take and use for the construction of any such shaft so much and so much only of the lands of the owners as shall be reasonably necessary for the purpose :

(15) All shafts intended to be permanent shall be circular in shape with a battlemented top and shall be planted round with

[Ch. ccxviii.] *Great Western Railway* [59 & 60 VICT.]  
(*South Wales and Bristol Direct Railway*) Act, 1896.

A.D. 1896.

three rows of suitable shrubs or trees with proper post and wire fencing such shrubs trees and fencing to be at all times maintained by the Company. All spoil from any tunnel or shaft deposited on the lands of the owners shall be as far as reasonably practicable placed in proximity to such shafts in such position as the owners shall direct and shall be levelled trimmed soiled and as required by the owners either sown with grass or planted with ornamental shrubs :

(16) No spoil shall be deposited in any field of the owners other than those in which permanent shafts are by this section permitted to be and shall be made :

(17) All temporary shafts shall forthwith after the completion of the tunnel be filled in levelled and soiled and all lands and premises on which any spoil is deposited shall forthwith after the deposit has been completed be levelled trimmed off and soiled and shall become the property of the owners :

(18) The Company shall within twelve months after the passing of this Act purchase the farmhouse buildings and barton numbered 112 and 113 on the plan :

(19) The Company shall at their own cost construct and maintain to the reasonable satisfaction of the owners in the field numbered 93 a bridge over Railway No. 1 not less than 12 feet wide between the parapets with gates at either end thereof also from number 115 on the plan to 108 or 109 a road with a bridge over the railway not less than 12 feet wide between the parapets such two bridges and road to be for the sole use of the owners and their tenants and also if the ford over the stream between the fields numbered 93 and 96 on the plan be interfered with by the Company a bridge (not less than 12 feet wide between the parapets) across the said stream at a convenient spot to be agreed on between the owners and the Company :

(20) The Company shall not except with the consent of the owners either purchase or deposit spoil on the enclosures or fields numbered 85 89 90 92 92A 93 and 97 other than such portions thereof as are coloured pink on the signed plan :

(21) The Company shall notwithstanding anything in this Act or the deposited plans or sections abstain from constructing the railway and works in cutting as shown on such plans but shall construct the same wholly in tunnel from the point 20 miles 4 furlongs and 64 yards to the point 20 miles 5 furlongs and 6 chains :

(22) The owners and the Company may agree for any variation in or in the mode of the execution of any works to be executed under the provisions of this section : A.D. 1896.

(23) If any difference shall arise between the owners and the Company touching anything to be done under this section such difference shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1889.

18. Notwithstanding anything in this Act contained the following provisions with respect to Railway No. 3 shall unless otherwise agreed between the Company and Lawfords Gate Highway Board have effect and the following works be made by and at the expense of the Company (that is to say) :— For the protection of the Lawfords Gate Highway Board.

(1) The footpath and bridle road numbered on the deposited plans 3A in the parish of Winterbourne shall be diverted where necessary so as to be carried parallel with the railway on the northern side thereof to join the footpath numbered on the said plans 2A in the said parish :

(2) The footpath numbered on the deposited plans 13 in the said parish shall be carried over the railway by a footbridge not less than 5 feet wide :

(3) In order to obtain the rate of inclination provided for in section 6 of this Act the road numbered on the deposited plans 24 in the said parish shall be lowered for a depth of 4 feet from the apex at the southern side of the road. If the Company elect to do so the said road numbered on the deposited plans 24 in the said parish may be diverted so that the traffic along the road can be maintained without interruption during the progress of the works and if the gradients can be improved without additional cost the Company will do so :

(4) The footpath numbered on the deposited plans 29A in the said parish shall be carried under the railway by means of a subway 8 feet wide and 10 feet high in the centre and wicket gates shall be erected at each end of the subway and the footpath from St. Michael's Church to Hambrook shall be diverted so as to pass through the said subway :

(5) The footpath numbered on the deposited plans 31A in the said parish shall be diverted where necessary parallel with the railway and on the northern side thereof and so as to join the footpath numbered on the said plans 29A in the said parish :

(6) The footpath numbered on the deposited plans 41A in the said parish shall be carried over the railway by a footbridge not less than 5 feet wide :

[Ch. ccxviii.] *Great Western Railway* [59 & 60 VICT.]  
*(South Wales and Bristol Direct Railway) Act, 1896.*

A.D. 1896.

- (7) A screen 7 feet in height shall be erected at such a point on the diversion authorised by this Act of the road numbered on the deposited plans 47 in the said parish so as effectually to prevent the railway and the trains passing thereon being seen by any horse driven or ridden along the said diverted road :
- (8) The footpath numbered on the deposited plans 50A in the said parish shall be carried over the railway by a footbridge not less than 5 feet wide :
- (9) The footpath numbered on the deposited plans 4 in the parish of Stoke Gifford shall if it is found necessary to do so in the construction of the railway be diverted so as to run parallel with the railway on the southern side thereof :
- (10) The footpath numbered on the deposited plans 5 in the said parish of Stoke Gifford shall be carried over the railway by a footbridge not less than 5 feet wide :
- (11) The footpath numbered 29 in the said parish of Stoke Gifford shall be diverted where necessary parallel with the railway and on the south-eastern side thereof.

For the  
 protection  
 of William  
 Buller  
 Heberden.

**19.** In constructing the Berkeley Road Junction Railway by this Act authorised the Company shall not deviate from the centre line thereof as shown on the deposited plans to a greater extent than 5 feet on either side and the Company shall not purchase or take for the purposes of the said railway any lands belonging or reputed to belong to William Buller Heberden other than the properties numbered on the said plans 6 and 7 in the parish of Stinchcombe without the consent in writing of the said William Buller Heberden.

For the  
 protection  
 of the Mid-  
 land Railway  
 Company.

**20.** The powers of this Act with respect to the purchase and acquisition otherwise than by agreement of lands belonging to the Midland Railway Company (herein-after called "the Midland Company") for the purposes of the Railway No. 3 and of the Midland Junction Railways Nos. 1A and 2A the Berkeley Road Junction Railway and the Stonehouse Junction Railway hereby authorised and with respect to the making and maintaining of those railways shall unless with the previous consent of the Midland Company in writing under their common seal be exercised only subject to and in accordance with the following provisions:—

- (1) The Company shall not without in every case the previous consent of the Midland Company in writing under their common seal take use enter upon or interfere with any land railway siding or other work from time to time belonging to or worked by that company except only so far as shall be necessary



for the purpose of making and maintaining the said railways as the same are according to this Act to be constructed: A.D. 1896.

- (2) With respect to any land of the Midland Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Midland Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same:
- (3) The crossing of the respective Railways Nos. 3 and 2A over the Midland Company's Railway and the junctions of the respective Railways Nos. 1A 2A the Berkeley Road Junction and the Stonehouse Junction with the Midland Railway and the junction of the Berkeley Road Junction with the Berkeley New Docks Branch of the Midland and Great Western Companies shall respectively be effected at such points within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved of by the principal engineer for the time being of the Midland Company or in case of difference as shall be determined by arbitration as herein-after provided:
- (4) The respective bridges carrying Railway No. 3 and the Midland Junction Railway No. 2A over the Midland Railway shall be constructed of a clear width of 52 feet measured on the square with a clear headway of not less than 14 feet 6 inches:
- (5) If by reason of the construction of the said railways and works or of any junction or altered or substituted junction it shall become necessary to add to or alter any signal cabins signal posts signals or other works on the railways of the Midland Company that company shall make such additions or alterations and the reasonable expense thereof shall be repaid to them by the Company:
- (6) The said railways where the same will be made upon or across or will otherwise interfere with any railway siding or other work belonging to or worked by the Midland Company shall subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications to be previously approved by the principal engineer for the time being of the Midland Company who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the principal

A.D. 1896.

engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in manner herein-after provided :

- (7) The Company shall take all possible precautions in the execution of their works to prevent any unnecessary interference with the free uninterrupted and safe use in the ordinary manner and as far as practicable at the ordinary rate of speed of any railway siding or other work belonging to the Midland Company :
- (8) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the employment by that company during the execution of any work affecting any railway siding or other work of that company over or adjacent to the railway of the Midland Company of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise :
- (9) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors any railway siding or other work of the Midland Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Midland Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction And if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Midland Company by reason of any of the matters or causes aforesaid the Company shall pay to the Midland Company all costs and expenses to which that company may be put as well as full compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction :
- (10) The Company shall at all times maintain the bridges arches openings or other works by which their railway is carried over the railways sidings or other works of the Midland Company in substantial repair and good order and condition to the reasonable

satisfaction in all respects of the principal engineer of that company And if and whenever the Company fail so to do the Midland Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as that company reasonably think requisite in that behalf and the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by the Midland Company from the Company in any court of competent jurisdiction : A.D. 1896.

(11) If in the opinion of the Midland Company and of the Company or in case of difference between them of an arbitrator to be appointed as herein-after provided it shall be necessary for the Midland Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the Midland Company all reasonable costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as herein-after provided :

(12) If any difference shall arise between the Company and the Midland Company as to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

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

**22.** If the Company fail within the period limited by this Act to complete the railways the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways 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 : Imposing penalty unless railways opened.

[Ch. ccxviii.] *Great Western Railway* [59 & 60 VICT.]  
(*South Wales and Bristol Direct Railway*) Act, 1896.

A.D. 1896.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 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:

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 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.

Application  
of penalty.

**23.** 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 railways 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:

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 if a receiver has been appointed or the Company is insolvent or the railways have been abandoned be paid to such receiver or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

Period for  
compulsory  
purchase of  
lands.

**24.** 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.

**25.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the parties to the agreement have an interest) required for the purposes or under the powers of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

A.D. 1896.

Power to owners to grant easements.

**26.** And whereas in the construction of the railways and works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

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

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties" :
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrator or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the

A.D. 1896.

notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner incident to the arbitration or inquiry shall be borne and paid by such owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit :

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as

determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845 :

A.D. 1896.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

**27.** And whereas the Railway No. 1 is shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties referred to in the Second Schedule to this Act at a depth of forty feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire an easement or right of constructing and using that railway through or under those properties without being obliged to purchase the land over such railway or any houses buildings manufactories or premises thereon respectively unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired or used by the Company without material detriment to such properties Provided that nothing in this section contained shall apply to any of the said properties the surface of which is at a less height than forty feet above the crown of the said tunnel as the same shall be constructed Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel.

Power to acquire easements for constructing tunnel on Railway No. 1.

**28.—(1)** The Company shall not under the powers of this Act purchase or acquire in any city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were or at any time since that day have been or hereafter shall be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

Restrictions on displacing persons of labouring class.

(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 fifteenth day of December last 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

[Ch. ccxviii.] *Great Western Railway* [59 & 60 VICT.]  
(*South Wales and Bristol Direct Railway*) Act, 1896.

A.D. 1896.

after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

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

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

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

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

(4) Any 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.

A.D. 1896.

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

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the scheme 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 by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that 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

A.D. 1896. the inspector and a sum to be fixed by that board not exceeding three guineas a day for the services of such inspector.

(11) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12) For the purposes of this section the expression "labouring class" means and includes mechanics artizans 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 of such persons who may be residing with them.

Power to raise additional capital.

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

As to disposal of new shares or stock.

**30.** 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.

**31.** 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.

A.D. 1896.

Power to cancel unissued shares or stock.

**32.** 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.

**33.** 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 that 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.

**34.** 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 subject to the conditions on which the same may be issued 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.

**35.** 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.

**36.** 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

New shares or stock raised under this Act and any other Act of past or present

A.D. 1896.  
—  
sessions may  
be of same  
class.

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.

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

Company  
may issue  
debenture  
stock.

**38.** 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.

Mortgages  
already  
granted by  
Company

**39.** 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 or bonds were respectively granted have priority over all mortgages granted after the passing of this Act by the Company. But nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

A.D. 1896.  
to have  
priority.

40. 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.

41. 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 purposes of this Act and 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  
Act.

42. 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.

43. 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

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

[Ch. ccxviii.] *Great Western Railway* [59 & 60 VICT.]  
(*South Wales and Bristol Direct Railway*) Act, 1896.

A.D. 1896. Company to construct any railway or to execute any other work or undertaking.

Provision as  
to general  
Railway  
Acts.

44. Nothing in this Act contained shall exempt the Company or the Midland Company 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 said Companies.

Costs of Act.

45. 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. 1896.

FIRST SCHEDULE.

Properties whereof portions only are required to be taken.

Parish.	No. on Deposited Plans.	Description of Property.
<b>RAILWAY NO. 1.</b>		
Little Somerford	23	Orchard pasture pond and waggon house.
	25	Yard pond and farm building.
	32	Yard and pond.
Hullavington	33	Yard barn cow-sheds and farm buildings.
	34	Yard barn and cow-sheds.
	35	Yard cow-sheds and pond.
	36	Yard and sheds.

SECOND SCHEDULE.

Properties under which easements only are required to be taken.

Parish.	No. on Deposited Plans.
Old Sodbury	1 2 3 4 5 6 7 8 9 9a 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 47 48 48a 49 50 51 52 53 part of 54 55.

THIRD SCHEDULE.

AN AGREEMENT made the 20th day of July 1896 between the GREAT WESTERN RAILWAY COMPANY (herein-after called "the Great Western Company") of the one part and THE WEST GLOUCESTERSHIRE WATER COMPANY (herein-after called "the Water Company") of the other part.

WHEREAS under and by virtue of the West Gloucestershire Water Company's Acts 1884 and 1887 the Water Company have power to supply water within

[Ch. ccxviii.] *Great Western Railway* [59 & 60 VICT.]  
(*South Wales and Bristol Direct Railway*) Act, 1896.

A.D. 1896. the parish of Old Sodbury in the county of Gloucester and for that purpose have power to execute the works herein-after described or referred to :

And whereas the Great Western Company are promoting a Bill in the present session of Parliament for the construction of a railway through the said parish and it will be to the advantage of the Great Western Company that provision should be made as herein-after mentioned for the supply of water within the said parish :

Now it is hereby agreed and declared by and between the parties hereto as follows :—

1. The Water Company shall on receiving notice from the secretary for the time being of the Great Western Company commence and thenceforth proceed to construct the pumping station and service reservoir and to lay the water mains to the extent and in the positions shown in vermilion on the plan annexed hereto which said pumping station reservoir and mains as well as any connexions to the properties referred to and shown on the said plan are herein-after collectively referred to as "the said works" and shall thenceforth maintain the same.

2. The Water Company shall also in so far as they may be required so to do by the Great Western Company and at the cost of the Great Western Company lay fix and construct according to plans and estimates to be agreed between the engineers of the respective Companies or in case of difference to be determined by arbitration as herein-after provided the necessary service pipes and taps between the connexion pipes to be laid by the Water Company under this agreement and the several houses buildings and drinking troughs which may be required by the Great Western Company but such service pipes taps &c. are not included in the term "the said works."

3. All the said works shall be of the nature quality and dimensions shown upon the said plan which has been signed by the respective engineers for the time being of the Great Western Company and the Water Company The said works shall be constructed in the best and most efficient manner and of the best materials Provided that the engineer for the time being of the Great Western Company shall be at liberty from time to time to inspect the said works during construction and that the respective engineers shall have full power to agree on behalf of their respective Companies to any alteration of the said works and to the substitution of other works therefor or to the abandonment of any of them forming part thereof.

4. All the said works shall be constructed and the mains shall be charged with water within nine months from the date of the said notice and the Water Company shall at all times thereafter maintain a proper and sufficient supply of water in the said mains for the use of intending consumers subject to and in accordance with the statutory rights and obligations of the Water Company and the Water Company shall also supply water in bulk or by meter within the said parish by means and according to the capacity of the said works to any of the properties referred to or shown on the said plan or within reasonable reach of any of the said mains on terms not less favourable to the consumers than they supply water in bulk or by meter in any other parts of their district.

5. If in any period of twelve months the gross amount of the water rates or other sums paid to the Water Company for the supply of water by means



of the said works shall not amount to £400 the Great Western Company shall when the deficiency has been ascertained as herein-after mentioned pay the amount thereof to the Water Company Provided that the liability of the Great Western Company under this guarantee shall commence when the interest named in Article 9 of these presents commences and shall cease when the Water Company shall in each of three consecutive periods of twelve months have been in receipt of not less than £400 from water rates for the supply of water for domestic use only by means of the said works and at their statutory rates.

A.D. 1896.

6. If the Water Company shall hereafter from time to time by way of addition to the said works and under and within the limits of their statutory powers in the said parish lay further mains and make connexions therefrom to the properties along the course of such extended mains similar to the connexions provided for in the said works such extensions being either as the Great Western Company may from time to time reasonably approve or as the Water Company may from time to time be under statutory obligation to make then and in such case the Great Western Company shall on application made to them in writing by the Water Company find the requisite capital for any such extension on terms similar to those herein contained with regard to the said works and if in any period of twelve months the gross amount of water rates or other sums paid to the Water Company for the supply of water by means of any such extension shall not amount to ten per cent. upon the cost of the extension the Great Western Company shall pay to the Water Company the amount of such deficiency Provided that the liability of the Great Western Company under this guarantee shall cease as to each extension when and so soon as the Water Company shall in each of three consecutive periods of twelve months have been in receipt of a sum amounting to not less than ten per cent. on the cost of the extension from water rates for the supply of water for domestic use only by means of the extension and at their statutory rates Provided also that any difference between the Water Company and the Great Western Company or their respective engineers for the time being as to the desirability to construct any such extension or as to the cost thereof shall be determined by arbitration as herein provided.

7. So long as the Great Western Company is or may be under any liability in respect of the guarantees contained in the Articles 5 and 6 hereof the Water Company shall keep account of all water rates and other sums of money paid and payable for the supply of water by means of the said works or by means of the said extensions respectively separate from the other accounts of the Water Company and such separate accounts shall be open to the inspection of the Great Western Company and shall be adjusted and settled between and by the Great Western Company and the Water Company half yearly for the purpose of deciding what sum if any is payable by the Great Western Company to the Water Company under the said guarantees or either of them.

8. The Great Western Company hereby agree to advance to the Water Company the sum of £3,000 whereof a sum of £1,500 shall be paid to the Water Company when and as soon as the notice to commence named in Article 1 hereof is given and the balance shall be advanced at such time or times as the Water Company may desire on the production of a certificate in writing under

A.D. 1896.

the hand of the engineer for the time being of the Water Company countersigned by the engineer for the time being of the railway company that engines machinery pipes and materials for the said works have been purchased or parts of the said works have been properly constructed by or for the Water Company of value equal to the required advance having regard to the advances then already made. All moneys from time to time advanced by the Great Western Company to the Water Company shall be used and expended by that Company only in payment for engines machinery pipes or material required purchased for or in the construction of the said works or otherwise in connexion therewith and for no other purpose. Should a further sum not exceeding £1,000 be required by the Water Company for the construction of the said works the Great Western Company agree to advance the same to the Water Company upon the same terms so far as they may be applicable as are herein-before contained with respect to the advance of the said sum of £3,000. Provided always that though the cost of the said works shall amount to £4,000 the guarantee of the Great Western Company in respect of the said works shall not be increased beyond the said sum of £400.

9. All sums advanced by the Great Western Company shall bear interest from the expiration of nine months from the date of the said notice or from the commencement of the supply of water under this agreement whichever shall first happen and in the case of further extensions from the respective dates when the guarantee in respect of them first comes into operation. Such interest shall be at the rate of  $2\frac{1}{2}$  per cent. per annum and be payable half-yearly and the first payment shall be made at the expiration of six months from the time when interest begins to be payable as aforesaid.

10. All sums which shall be advanced as aforesaid shall be repaid by the Water Company at the expiration of seven and a half years from the time when interest commences to be payable thereon as aforesaid.

Provided always and it is hereby agreed and declared that the Water Company may repay the said loans at any time or times either in one sum or in instalments of not less than £500 each. Provided always that if default be made in repayment of the said loans or any of them or any part thereof at the expiration of the said period of seven and a half years the Great Western Company shall be at liberty from time to time to retain in discharge or part discharge of the said loans all or any part of the sums otherwise payable by the Great Western Company to the Water Company under the guarantee herein-before contained in lieu of paying such sums to the Water Company but such retentions shall be without prejudice to any rights and remedies of the Great Western Company in relation to the said loan or any part thereof.

11. Provided also and it is hereby agreed that the interest on the said loans shall without prejudice to any other rights or remedies of the Great Western Company in respect thereof be charged upon and payable out of any sums which may become payable by the Great Western Company to the Water Company under the guarantees herein-before contained or either of them and that if any interest on the said loans or any of them is for the time being in arrear and unpaid the Great Western Company may retain the interest so in arrear as aforesaid and may from time to time deduct all such retentions from the sums then or thereafter payable by the Great Western Company to the Water Company under the guarantees aforesaid or either of them.

A.D. 1896.

12. If and whenever the Water Company shall have power to borrow on mortgage of their undertaking or to issue debentures or debenture stock they shall forthwith give notice of the fact to the Great Western Company and shall within six months thereafter either repay to the Great Western Company whatever sum may be then owing of the amount which shall have been advanced as aforesaid or such lesser sum in part discharge of the said loans as the Water Company then have power to borrow or shall at the option of the Water Company if the Great Western Company are willing to accept the same issue to the Great Western Company debentures or debenture stock of the Water Company which debentures or debenture stock shall be accepted by the Great Western Company in satisfaction of the said loans or of part thereof as the case may be at par value.

13. If any difference shall arise between the engineers of the respective Companies as to the cost of any works to be constructed by the Water Company under these presents or any of them (which cost in respect of the said works shall include a reasonable allowance for supervision clerkage and general charges not exceeding ten per cent. on the actual cost properly incurred for materials and labour) or as to any other matter or thing herein referred to the said engineers or to be done or performed to the satisfaction of either of them the same shall be referred to and settled by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers at the instance of either Company.

Any difference which may arise between the Companies parties hereto under this Agreement or as to the construction meaning or consequences thereof shall be determined by arbitration in manner prescribed by the Arbitration Act 1889.

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

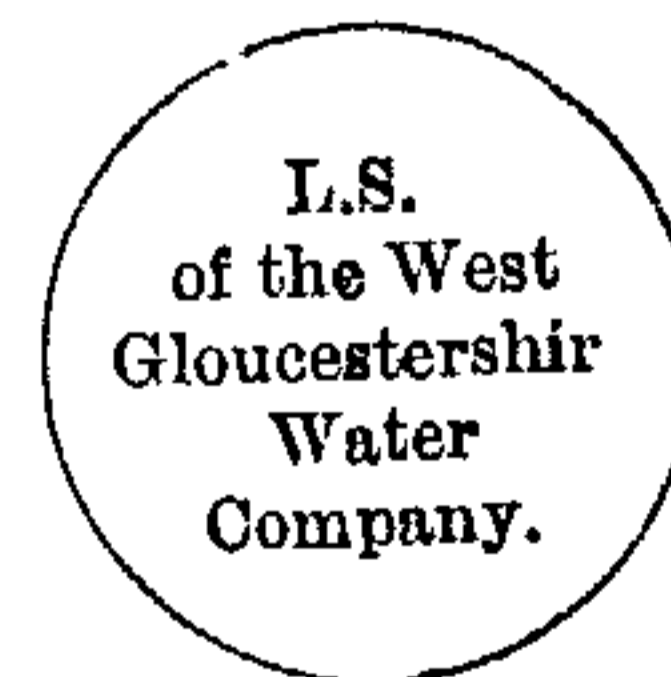
The seal of the Great Western Railway Company  
was affixed in the presence of

G. K. MILLS  
Secretary.



The seal of the West Gloucestershire Water Com-  
pany was affixed in the presence of

J. JAMES  
Secretary.



Printed by EYRE and SPOTTISWOODE,  
FOR

T. DIGBY FIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from  
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or  
JOHN MENZIES & Co., 12, HANOVER STREET, EDINBURGH, and  
90, WEST NILE STREET, GLASGOW; or  
HODGES, FIGGIS, & Co., LIMITED, 104, GRAFTON STREET, DUBLIN.

