

**CHAPTER x.**

An Act for authorising a lease of the Manchester and Milford Railway to the Great Western Railway Company and for other purposes. [29th May 1906.] A.D. 1906.

WHEREAS the Manchester and Milford Railway Company (in this Act called "the Company") were incorporated by the Manchester and Milford Railway Act 1860 and under the powers of that Act and of the Manchester and Milford Railway Act 1865 they have constructed a railway extending from the Carmarthen and Cardigan Railway of the Great Western Railway Company (in this Act called "the Great Western Company") at Pencader in the county of Carmarthen to Aberystwyth in the county of Cardigan:

And whereas the affairs of the Company are now in the hands of a receiver and manager appointed by the Chancery Division of the High Court of Justice:

And whereas the Great Western Company have statutory powers to enter into agreements with the Company for the working of the Company's railway:

And whereas an agreement has been entered into between the Company and the Great Western Company for a lease of the undertaking of the Company to the Great Western Company and it would be of advantage to those companies and to the public and it is expedient that the said agreement as set forth in the schedule to this Act should be confirmed and that the Company should be empowered to grant and the Great Western Company to take a lease of the said undertaking accordingly and that such other provision as is contained in this Act should be made with reference thereto:

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And whereas it is expedient that the Company should be authorised to acquire additional lands for the purposes of new or improved station accommodation at Aberystwyth as in this Act mentioned:

And whereas plans of the lands which may be taken under the powers of this Act and a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerk of the peace for the county of Cardigan and are in this Act referred to as the deposited plans and book of reference:

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 King'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 Manchester and Milford Railway (Leasing) Act 1906.

Incorporation of Acts.

2. The Lands Clauses Acts and the provisions of the Railways Clauses Consolidation Act 1845 with respect to leasing the railway except where expressly varied by this Act are incorporated with and form part of this Act.

Interpretation.

3. In this Act unless there be something in the subject or context repugnant to such construction the several words and expressions to which meanings are assigned by the Railways Clauses Consolidation Act 1845 shall have the same respective meanings:

The expression "the undertaking" or "the undertaking of the Company" means the railway of the Company between Pencader and Aberystwyth and all works lands buildings rights and privileges held or enjoyed by the Company in connexion therewith;

The expression "the scheduled agreement" means the agreement between the Company and the Great Western Company for a lease of the undertaking of the Company as set forth in the schedule to this Act;

The expression "the lease" means the lease to be executed in pursuance of the scheduled agreement; and

The expression "the commencement of the lease" means the first day of July 1906.

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4. If there be any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Company after giving ten days notice to the owners lessees and occupiers of the land in question may apply to two justices acting for the county of Cardigan for the correction thereof and if it appear to the justices that the omission mis-statement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and such certificate shall be deposited with the clerk of the peace for the county of Cardigan and a duplicate thereof shall also be deposited with the town clerk of the borough of Aberystwyth and such certificate and duplicate respectively shall be kept by such clerk of the peace and town clerk respectively with the other documents to which the same relate and thereupon the deposited plans and book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

Correction of errors &c. in deposited plans and book of reference.

5. Subject to the provisions of this Act the scheduled agreement is hereby confirmed and made binding on the Company and the Great Western Company and the Company may grant and the Great Western Company may take a lease of the undertaking of the Company accordingly.

Confirming scheduled agreement.

6. During the continuance of the lease and subject to the provisions thereof the Great Western Company may have and exercise all the rights and powers of the Company to make charges rates and tolls and all other the powers rights and privileges of the Company so far as they relate to or arise out of the user or working of the undertaking and the rates payable for passengers minerals cattle and goods and for any of the services performed or accommodation found in respect thereof and the Great Western Company may use the name of the Company for the purpose of exercising or enforcing such rights powers and privileges nevertheless saving the Company harmless in that behalf.

Great Western Company to have and exercise rights and powers of Company.

7. The Company and the Great Western Company shall continue to afford to the Midland Railway Company all such proper and reasonable facilities including equal through rates and fares as that company has hitherto enjoyed viâ Pencader

For protection of Midland Railway Company.

A.D. 1906. — and Gloucester and viâ Aberystwyth respectively between stations on the Manchester and Milford Railway and places upon or beyond the Midland Railway and the division of such through rates and fares as between the companies shall be on a mileage basis after usual terminal or other deductions according to the practice for the time being of the Railway Clearing House.

For protec-
tion of Cam-
brian Rail-
ways Com-
pany.

8. Notwithstanding anything in this Act or in the agreement scheduled hereto contained the following provisions shall in default of agreement to the contrary have effect for the protection of the Cambrian Railways Company (in this section called "the Cambrian Company") :—

- (1) The Great Western Company shall pay the Cambrian Company eleven thousand pounds within one month from the obtaining of the Royal Assent to this Act in full settlement of all moneys now owing or becoming due hereafter under sections 27 and 30 of the Llanidloes and Newtown (Mid-Wales and Manchester and Milford) Railway Act 1862 as modified by section 11 of the Cambrian Railways (Mid-Wales Railway Amalgamation) Act 1904 the said debts to be cancelled and the Great Western Company at their own expense but with the consent of the Cambrian Company to take all necessary steps for that purpose :
- (2) The Cambrian Company will afford the Great Western Company all reasonable facilities for the accommodation of their passenger traffic to and from Aberystwyth at the existing station of the Cambrian Company at Aberystwyth including the right to separate booking and parcels offices and to appoint their own booking clerks and staff upon terms in default of agreement to be decided by an arbitrator and will enter into an agreement with the Great Western Company for that purpose and so long as such reasonable facilities are afforded by the Cambrian Company neither the Great Western Company nor the Company will erect an independent passenger station at Aberystwyth Provided always that in the event of an arbitrator to be appointed in default of agreement between the parties by the Board of Trade deciding that the Cambrian

Company have failed to afford such facilities as aforesaid the Great Western Company shall be entitled to exercise the powers of erecting an independent passenger station at Aberystwyth contained in this Act:

- (3) The Cambrian Company to have the option for two years of requiring the Company to convey to the Cambrian Company the three miles of line from Penpontbren to Llangurig without payment subject to all the liabilities and obligations of the Company in respect thereof:
- (4) The expression "Cambrian traffic" as herein-after used shall mean traffic of every description passing or destined or directed or intended to pass to from and over the railways forming the undertaking of the Company or any part thereof from to over or beyond the railways of the Cambrian Company or any portion thereof including the stations of the Great Western Company:

The Great Western Company shall give to the Cambrian Company in respect to Cambrian traffic full facilities including among other things through rates and fares through booking through tickets and invoices and where reasonably required on account of the amount and character of the traffic through carriages and waggons and shall accommodate manage and forward such traffic and give such facilities as effectually and regularly as if it were their own proper traffic and shall not give any preference priority or advantage over it to any other traffic subject only to the payment to them of the proportion of receipts from such traffic as herein-after provided:

The Great Western Company shall from time to time concur with the Cambrian Company in fixing such through rates for the carriage of Cambrian traffic as shall not for the time being be higher than the rates charged for similar traffic between the same points over any other route Provided always that the Great Western Company shall not be required to concur in such through rates in any case in which the Cambrian

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Railway forms part of a route unduly longer than the other route unless in the opinion of an arbitrator such rates ought to be agreed to by the Great Western Company :

The receipts arising from the Cambrian traffic shall after deduction of Government duty the usual Clearing House terminals (which shall be apportioned to and belong to the Company performing the terminal service) and any portion of a through rate or fare which may be due to any other railway company concurring therein or interested in any part of the through route shall be divided between the Great Western Company and the Cambrian Company by mileage according to the actual distance travelled over their respective railways :

If at any time on application made to the Railway and Canal Commission the said commission shall decide that the Great Western Company have failed to give any of the facilities herein provided for and shall not within reasonable time after notice have remedied such failure then the Cambrian Company may run over and use with their engines carriages and waggons and officers and servants and except as herein-after provided for the purpose of traffic of every description the Manchester and Milford Railway together with all terminal and other stations approaches roads platforms piers points signals water engines engine-sheds standing room for engines and carriages booking and other offices warehouses sheds sidings junctions machinery works and conveniences of or connected with the said railways :

Provided always that the powers conferred by this section shall not without the previous consent in writing of the Great Western Company under their common seal be exercised for the conveyance of local traffic of any description arising and terminating at places on the said railway of the Company :

The terms conditions and regulations in respect of the said running over and use of the Manchester and Milford Railway and the tolls or other consideration to be paid for the same shall if not agreed upon between

the Great Western Company and the Cambrian Company be from time to time determined by arbitration in the manner provided by the Railway and Canal Traffic Acts 1873 and 1888:

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In running over and using the Manchester and Milford Railway or portion thereof and in using any station or convenience in accordance with the provisions herein-before contained the regulations and byelaws for the time being in force on the undertaking so used shall be at all times observed so far as such byelaws shall be applicable:

- (5) The Great Western Company to continue the arrangements as to through trains and through carriages between any of the stations on the systems of the Great Western Company and the Cambrian Company which have been in operation during the past three or four years:
- (6) If any difference arise between the Cambrian Company and the Great Western Company as to the construction meaning or intent of any of the provisions herein contained or in relation to any matter arising out of or consequent on or incidental to any of such provisions or as to the compliance with or the carrying out of the spirit and intention of such provisions by either of the companies such difference shall from time to time be settled by the Railway and Canal Commission in manner provided by the Railway and Canal Traffic Acts 1873 and 1888.

9. The following provisions shall have effect for the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company"):

For protection of London and North Western Railway Company.

- (1) In order to facilitate the transmission of the traffic between all stations and sidings upon the Manchester and Milford Railway and all stations and sidings on or beyond the railways owned leased or worked by the North Western Company either solely or jointly with any other company the Great Western Company and the North Western Company shall at all times hereafter afford to each other in respect of all such traffic whatsoever all proper reasonable and necessary facilities

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for the convenient working forwarding and conveyance of such traffic including among other things through bookings through tickets and invoices through rates and fares and so far as reasonably may be through carriages and waggons and the performance and provision by each company at their respective stations of all proper and sufficient facilities and service in the reception forwarding transmission conveyance and delivery of such traffic and shall accommodate manage and forward the said traffic and give such facilities and services as effectually regularly and expeditiously as if it were their own proper traffic and the rates and charges for such traffic and the payment of tolls rates and charges and the arrangements to be made in respect of such traffic shall be agreed on or failing agreement shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859 Provided also that the provisions of the agreement dated 17th March 1863 made between the London and North Western Railway Company of the one part and the Great Western and West Midland Railway Companies of the other part which agreement is scheduled to and confirmed by the Great Western Railway (West Midland Amalgamation) Act 1863 shall not apply to any traffic arising or terminating upon the Manchester and Milford Railway or any railway now or hereafter forming a junction therewith north of Pencader :

- (2) If at any time on application made by the North Western Company to the court of the Railway and Canal Commission the said court shall decide that the Great Western Company have failed to give any of the facilities herein provided for and that company shall not within a reasonable time after notice have remedied such failure the North Western Company shall have power to run over and use the said Manchester and Milford Railway with their engines carriages and waggons and officers and servants whether in charge of any engines or trains or for other purposes and except as herein-after provided for the purposes of their traffic of every description together

with all stations on the said railway and all signals
water water engines engine-sheds standing room for
engines roads platforms points booking and other offices
sidings junctions machinery works and conveniences
of or connected with the said railway Provided always
that the powers conferred by this section shall not
without the previous consent in writing of the Great
Western Company under their common seal be exer-
cised for the conveyance of local traffic of any
description arising and terminating at places on the
said railway of the Company :

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- (3) The terms conditions and regulations in respect of the
said use and the tolls or other consideration to be
paid for the same shall if not agreed upon between
the Great Western Company and the North Western
Company be from time to time determined by an
arbitrator to be appointed on the application by the
Board of Trade and the decision of such arbitrator
shall be binding and conclusive on the parties in
difference and the costs and expenses of such arbi-
tration shall be defrayed as the arbitrator shall direct
and either of the parties who shall refuse or neglect
to perform observe and conform to any decision given
or regulation made by such arbitrator in the premises
shall forfeit and pay to the other of them as the
arbitrator shall determine any sum not exceeding
fifty pounds for every such offence and twenty pounds
for every day during which such offence shall continue.

10. As from the commencement of the lease the receiver
and manager of the Company shall by virtue of this Act be
released and discharged from the office of manager of the under-
taking of the Company and the managership shall cease and
determine.

Discharge of
receiver and
manager
from office of
manager.

11. During the continuance of the lease the agreements dated
respectively the 30th day of June 1874 the 31st day of December
1892 and the 29th day of December 1893 and made between
the Company of the one part and the then Postmaster-General
of the other part shall have effect as if the Great Western
Company were a party thereto in addition to the Company and

As to agree-
ments with
Postmaster-
General.

A.D. 1906. — were subject to the obligations on the part of the Company therein contained.

Power to
Company to
acquire addi-
tional lands.

12. Subject to the provisions of this Act the Company may enter upon take and use for the purposes of the construction of new or improved station accommodation and for the general purposes of their undertaking all or any of the lands following delineated on the deposited plans and described in the deposited book of reference (that is to say):—

Certain lands in the parish and borough of Aberystwyth in the county of Cardigan lying on and adjoining the western side of the railway of the Company and extending from a point two chains or thereabouts north of the bridge carrying that railway over the River Rheidol to the junction of Smithfield Road with Alexandra Road.

Period for
compulsory
purchase of
lands.

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

New station
at Aberyst-
wyth to
form part of
undertaking.

14. Any lands acquired by the Company under the powers of this Act and any buildings or works which may be constructed or placed thereon or therein shall be deemed to form part of the undertaking and any capital required for the acquisition of such lands and for the construction or placing of buildings and works thereon and therein shall be provided by the Great Western Company in accordance with the terms of article 15 of the scheduled agreement.

Power to
Great West-
ern Company
to apply
funds.

15. The Great Western Company may apply to all or any of the purposes of this Act and of the scheduled agreement and of the lease to which capital is properly applicable any moneys which they have already raised or are authorised to raise by any of the Acts relating to the Great Western Company and which are not required for the purpose to which they are by those Acts made specially applicable.

Provision as
to general
Railway
Acts.

16. Nothing in this Act contained shall exempt the Company or the Great Western Company or their respective railways from the provisions of any general Acts relating to railways or the better or more impartial audit of accounts of railway companies passed before or after the commencement of this Act or from

any future revision or alteration under the authority of Parlia. A.D. 1906.
ment of the maximum rates of fares and charges or of the rates
for small parcels authorised to be taken by the Company and the
Great Western Company respectively.

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

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The SCHEDULE referred to in the foregoing Act.

Stamp.



AN AGREEMENT made the twelfth day of December one thousand nine hundred and five between the MANCHESTER AND MILFORD RAILWAY COMPANY (herein-after called "the Manchester Company") of the one part and the GREAT WESTERN RAILWAY COMPANY (herein-after called "the Great Western Company") of the other part.

WHEREAS it will be to the mutual advantage of the companies parties hereto and of the public that the arrangements herein-after contained be entered into Therefore the companies parties hereto have mutually agreed as follows :—

1. Subject to the approval of Parliament the Manchester Company will grant and the Great Western Company will accept a lease of the Manchester Company's undertaking railways works and property both present and future except the Llangurig Branch.

2. The term of the lease shall be nine hundred and ninety-nine years commencing on the first day of July one thousand nine hundred and six.

3. The Manchester Company shall discharge all their liabilities on revenue account up to the date of the commencement of the lease.

4. In consideration of the rent reserved by the lease and subject to the payment thereof to the Manchester Company the Great Western Company shall during the continuance of the lease (subject to the conditions of this agreement) have the exclusive control and user of the said railways and other the demised premises.

5. From the commencement of the lease and thenceforth during the continuance thereof the Great Western Company will work and use the railways and other the demised premises properly and efficiently and so as fairly to develop the traffic which the said railways are designed and adapted to serve and in order thereto the Great Western Company will at all times during the continuance of the lease provide and employ on and for the purposes of the demised premises a proper and sufficient staff of officers and servants and proper and sufficient locomotive and other power rolling stock machinery apparatus stores and other requisites and indemnify the Manchester Company against all penalties losses costs damages and expenses claims and demands in relation thereto.

6. The Great Western Company shall take over as from the date of the commencement of the lease such of the staff in the employ of the Manchester Company as are in the opinion of the Great Western Company eligible for the future conduct of the traffic of the Manchester Company's railway but previously thereto the Manchester Company shall determine the engagement of and shall pay such compensation as they may deem fair and reasonable to such members of their staff as from old age or other sufficient cause may be considered by the Great Western Company ineligible for the future conduct of the said traffic. A.D. 1906.

7. During the continuance of the lease the tolls fares rates and charges in respect of the Manchester Company's railway and the traffic thereon shall from time to time be fixed by the Great Western Company but in the event of the Manchester Company objecting to any of the tolls fares rates and charges so fixed the same shall be settled by arbitration in manner herein-after provided.

8. There shall be a complete and efficient system of through booking and invoicing of traffic between the systems of the Great Western and Manchester Companies respectively.

9. The Great Western Company will during the continuance of the lease maintain in good order repair and condition the permanent way stations buildings offices signal cabins signals and plant other than rolling stock of the Manchester Company The Manchester Company to have free access to inspect the state of repair and to give notice of defects which shall be remedied by the Great Western Company.

10. The Great Western Company shall prepare a general account for the six months ending the thirty-first December one thousand nine hundred and six and during the continuance of the lease a similar account at the end of each year terminating on the thirty-first day of December showing the gross receipts in the said half-year or in each year as the case may be of all the tolls rates fares and charges whether arising in respect of the local traffic carried on the railways of the Manchester Company or in respect of the through traffic on the said railways or any proportion or apportionment thereof and of all tolls rates fares and charges payable by companies and persons and of all terminals payable in respect of the railways of the Manchester Company and of all rents tolls revenue and income of every description arising in respect of the railways of the Manchester Company after deduction of all paid-ons paid-outs and moneys received or receivable and actually paid or expended for the collection cartage and delivery of goods and traffic of every description to or from any terminus or station of the Great Western Company's railways or of the Manchester Company's railways.

11. Out of the gross receipts as defined in the last preceding clause payable to or received by the Great Western Company that company shall

A.D. 1906. pay to the Manchester Company nineteen per cent. thereof as or by way of rent to be reserved to that company by the lease and such rent shall be applied by the Manchester Company as follows:—

First (a) in payment of two hundred pounds per annum as the rent for use of the Pencader Station of the Great Western Company and of the sums payable by the Manchester Company to the Cambrian Railway Company in respect of the use of Aberystwyth Station or to the Great Western Company in respect of the new station to be constructed as provided by article 15 (b) of the salary costs charges and expenses of the receiver of the Manchester Company and (c) of the remuneration of the directors auditors and secretary of the Manchester Company and of the secretary's office expenses not exceeding in the whole three hundred pounds per annum:

Secondly in payment of the existing rentcharges:

Thirdly towards payment of the interest upon the debenture debt of the Manchester Company.

12. If for the six months ending on the thirty-first day of December one thousand nine hundred and six the amount payable to the Manchester Company by way of rent as aforesaid together with the net amount in the hands of the receiver of the Manchester Company for the six months ending the thirtieth day of June one thousand nine hundred and six does not amount to two thousand three hundred and fifty-two pounds seventeen shillings and tenpence then in order to make up the deficiency the Great Western Company will pay to the Manchester Company out of the said gross receipts such a sum as will be sufficient to make up the deficiency.

13. If in any year after the thirty-first day of December one thousand nine hundred and six the amounts payable to or receivable by the Manchester Company as aforesaid do not amount after making the payments enumerated in the first head of Article 11—

To three thousand one hundred pounds during the period of two years commencing on the first January one thousand nine hundred and seven;

To four thousand one hundred pounds during the period of five years commencing on the first January one thousand nine hundred and nine;

To five thousand one hundred pounds during the remaining period of the lease commencing on the first January one thousand nine hundred and fourteen

then in order to make up the deficiency the Great Western Company will pay to the Manchester Company out of the proportion of the said gross receipts from time to time receivable by the Great Western Company such a sum as will be sufficient to make up the deficiency Within thirty days after the thirtieth day of June and the thirty-first day of December in

each year the Great Western Company shall pay to the Manchester Company one half of the above-mentioned sums of three thousand one hundred pounds four thousand one hundred pounds or five thousand one hundred pounds as the case may be. A.D. 1906.

14. If in any year the amounts payable to the Manchester Company as aforesaid after making the payments enumerated in the first head of Article 11 exceed—

Three thousand one hundred pounds during the period of two years above mentioned;

Four thousand one hundred pounds during the period of five years above mentioned;

Five thousand one hundred pounds during the remaining period above mentioned

such excess shall after recouping to the Great Western Company—

First any sums paid by the Great Western Company to make up any deficiency in the said sums of three thousand one hundred pounds four thousand one hundred pounds or five thousand one hundred pounds as the case may be in any previous year; and

Secondly (a) the amount of any sums payable to the Great Western Company by the Manchester Company in respect of any interest on capital provided by the Great Western Company under the provisions of this agreement (other than the capital provided for a new station at Aberystwyth under the next succeeding article) and (b) the amount of any sums payable to the Great Western Company in respect of parliamentary expenses

be divided in equal proportions between the Great Western Company and the Manchester Company and paid within three months after the end of any such year.

15. The Manchester Company shall if required by the Great Western Company so to do construct a convenient independent passenger and goods station at Aberystwyth for the accommodation of the traffic carried under this agreement the necessary capital to be provided by or on behalf of the Great Western Company and the Manchester Company to pay interest thereon at the rate of three and a half per centum per annum and from the date of the completion and opening for traffic of such station the Manchester Company shall pay or allow to the Great Western Company in respect of the working expenses of such station such an amount as may be agreed or in case of difference be settled by arbitration provided that the total annual amount to be paid in respect of interest and working expenses together with any amount the Manchester Company may thereafter have to pay to the Cambrian Company in respect of the user or non-user of that company's station at Aberystwyth shall not exceed the amount paid by the Manchester

A.D. 1906. Company to the Cambrian Company in respect of the use of that station on the average of the three years next preceding the completion and opening of the said new station.

16. The Manchester Company if required so to do by the Great Western Company shall apply to the Chancery Division of the High Court of Justice for leave and on such leave being obtained shall apply to Parliament so far as may be necessary for powers to construct any additional stations passing places sidings or works which may be necessary for the due development of the traffic carried over the railway of the Manchester Company and to enable the Great Western Company to apply their funds for the purposes of such works such Bill to be under the control of the Great Western Company and the costs of the promotion thereof to be paid by them in the first instance but to be recouped to them by the Manchester Company as provided by Article 14.

17. The capital required for the construction of any such additional stations sidings or works as above mentioned and of any additional works which the Manchester Company may be required by Parliament or the Board of Trade to execute shall be provided by or on behalf of the Great Western Company and the Manchester Company provided the consent of the Chancery Division of the High Court of Justice can be obtained to the outlay shall pay interest thereon at the rate of three and a half per centum per annum on the amount of such capital.

18. The Manchester Company shall not enter into any contract or engagement with any other company or person or do any act which shall prevent or hinder them from performing their part in carrying out this agreement in any respect whatever or shall be inimical to the provisions of this agreement.

19. The Great Western Company shall take over and pay for the unused stores of the Manchester Company at a valuation to be agreed on or settled by arbitration.

20. A valuation shall be made by Thomas Benjamin Grierson on behalf of the Manchester Company and George Jackson Churchward on behalf of the Great Western Company or failing agreement by an umpire appointed by them of the rolling stock of the Manchester Company and on the termination of the lease the Great Western Company shall pay to the Manchester Company the amount of such valuation as aforesaid but without interest.

21. The Great Western Company shall bear and pay the costs of any opposition by the Manchester Company to any Bill in Parliament which may be undertaken at the instance of the Great Western Company.

22. In the event of the Manchester Company being required to purchase the minerals or some of them under their railways or any of them or under

any part or parts thereof or of its being necessary or desirable to do so they shall at the request of the Great Western Company apply to the Chancery Division of the High Court of Justice for liberty to do so and any additional capital which may be necessary for that purpose shall be provided by or on behalf of the Great Western Company and the Manchester Company shall pay interest thereon at the rate of three and a half per centum per annum. A.D. 1906.

23. Each of the companies parties hereto shall keep all such accounts and vouchers as may be necessary for the purposes of this agreement and shall afford to each other all proper facilities for testing the accuracy of such accounts and for making copies thereof or extracts therefrom.

24. Nothing in this agreement contained shall require the Manchester Company or the Great Western Company to do or to omit to do any act or thing which will be contrary to any special obligation or liability entered into by either of those companies with any other company or person nor shall the Great Western Company incur any liability in respect of the sums payable by the Manchester Company to the Cambrian Company as provided by the Llanidloes and Newtown Act of Parliament of the year 1862.

25. Whenever any difference arises between the Manchester Company and the Great Western Company touching the true intent and construction of this agreement or touching anything to be done suffered or omitted in pursuance of this agreement or touching any of the incidents or consequences of this agreement or touching the carrying into effect of any of the articles of this agreement or touching any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement or touching any liability damages losses or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or touching any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises such difference shall be determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question and 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 between the two companies for arbitration under that Act.

26. The Great Western Company will bear and pay all present and future landlords' and tenants' taxes rates tithe rentcharge and other assessments and burdens except as aforesaid whatsoever from time to time during the continuance of the lease payable in respect of the demised premises except only the property tax legally retainable by the Great Western Company out of the rent.

27. The Manchester Company will apply to Parliament in the next session and will use their best endeavours to obtain an Act of Parliament

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for confirming this agreement subject to such alterations as Parliament may see fit to make therein and authorising the intended lease and the Great Western Company will assent to the bringing in of a Bill and the passing of an Act accordingly and will use their best endeavours to secure the success of the application and all the costs charges and expenses of and incident to the preparing for and the making and supporting of the application whether it be successful or not and the obtaining and passing of the Act if it be obtained shall be borne and paid by the Great Western Company but if the Great Western Company at any time before the passing of the Bill into an Act and becoming law shall require any reasonable amendment thereof it shall be amended accordingly.

28. A Bill for confirming this agreement (subject to such alterations as Parliament may see fit to make therein) shall be introduced into Parliament in the next ensuing session and if the said Bill shall not be passed during the year 1906 or (in the event of such Bill being suspended and carried over to the session of 1907) in the year 1907 this agreement and everything therein contained shall unless otherwise agreed be void and at an end.

29. The Great Western Company are intended to have during the continuance of the lease all the rights and powers of the Manchester Company to make charges rates and tolls and all other the powers rights and privileges of the Manchester Company so far as they relate to or arise out of the user or working of the railway and other works to be demised and the rates payable for passengers minerals cattle and goods and for any of the services performed or accommodation found in respect thereof and so that the Great Western Company may use the name of the Manchester Company for the purpose of exercising or enforcing such rights powers and privileges nevertheless saving the Manchester Company harmless and indemnified in that behalf and in the proposed Act to be applied for in Parliament as herein-before expressed a clause shall be inserted to confer the above rights powers and privileges on the Great Western Company and to enable that company to exercise and enforce them during the continuance of the lease in their own names.

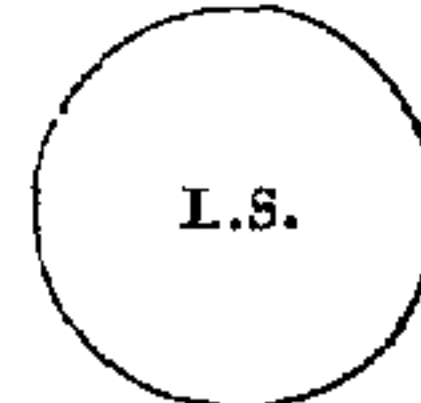
30. The lease shall contain a proviso for arbitration corresponding with article 25 and all such other covenants provisions terms conditions and stipulations whatsoever as shall be proper and sufficient for giving full effect to this agreement but with such modifications if any of the terms and conditions of this agreement as the Manchester Company and the Great Western Company may mutually agree on.

31. Should any questions or difficulties arise between the Great Western Company and the Manchester Company with reference to the form of the said lease or with reference to the provisions to be contained therein such questions or difficulties shall be settled by counsel to be agreed upon between

the said companies and in case of difference by counsel to be nominated A.D. 1906.
by His Majesty's Attorney General for the time being.

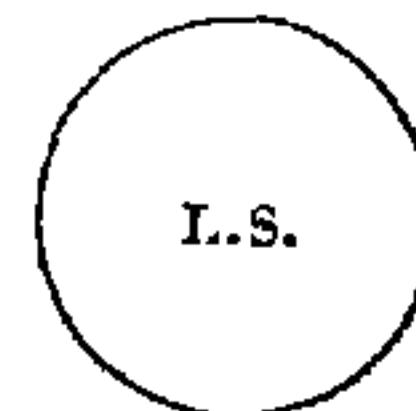
In witness whereof the companies parties hereto have caused their
common seals to be respectively affixed the day and year first above written.

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



G. K. MILLS
Secy.

The common seal of the Manchester and Milford }
Railway Company was hereunto affixed in the }
presence of }



JOHN BURTON BARROW
Chairman

W. FELIX POOLE
Secretary.

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