



## CHAPTER x.

An Act for conferring further powers upon the  
Great Western Railway Company and for other  
purposes.

A.D. 1927.

[29th June 1927.]

**W**HEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to make and maintain the deviation and widening of railway and other works and to exercise the powers by this Act authorised and conferred upon them and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith and for providing increased accommodation certain lands houses and buildings in this Act described or referred to and that the acquisition of other lands already acquired should be sanctioned and confirmed :

And whereas plans and sections showing the lines and levels of the deviation and widening of railway and other works by this Act authorised and plans showing the lands by this Act authorised to be acquired compulsorily and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerks of the peace for the several counties within which such deviation and widening of railway and other works will be constructed and such lands are situated and are hereinafter respectively referred to as the deposited plans sections and books of reference :

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— And whereas it is expedient that the time now limited for the compulsory purchase of certain lands and for the completion of certain railways authorised to be acquired or constructed under various Acts relating to the Company should be extended as provided by this Act :

And whereas it is expedient that the Company should be authorised to apply their funds to the purposes of this Act :

And whereas it is expedient that some of the provisions of the existing Acts of the Company should be amended or repealed and that the other powers in this Act mentioned should be conferred :

And whereas the purposes of this Act cannot be effected 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 Great Western Railway Act 1927.

Incorporation of general Acts.

2. The following Acts and Parts of an Act so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts :

Provided always that any question of disputed compensation under this Act or any Act incorporated therewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party :

The Railways Clauses Consolidation Act 1845 :

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

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 and all distances and lengths stated in any description of works or lands shall be read and have effect as if the words "or thereabouts" were inserted after such distance or length.

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Interpreta-  
tion.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority or water board and shall be construed as if "local authority" and "water board" were mentioned in those sections in addition to "company" or "society" provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority or water board to which their revenues in respect of water or gas (as the case may be) are appropriated.

Protection  
of gas and  
water mains  
of local  
authorities.

5. 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 plan and section relating thereto the deviation and widening of railway hereinafter described with all proper works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plan thereof and described in the deposited book of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company. The deviation and widening of railway hereinafter referred to and authorised by this Act is—

Power to  
make devia-  
tion and  
widening of  
railway and  
works.

A deviation and widening 7 furlongs and 2 chains in length wholly in the rural district of East Kerrier in the county of Cornwall of the Falmouth Branch Railway of the Company commencing in the parish of Perranarworthal at a point 21 chains south of the tunnel on that railway near Pellyn-wartha Farm and terminating in the parish of Saint Gluvias at a point 3 chains north of the bridge carrying that railway over the road leading from Burnthouse to the main road from Helston to Truro,

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And the Company may abandon and discontinue the maintenance and use of so much of the said railway between the commencement and termination of the said deviation and widening as may not be required for the purposes of the Company and may sell and dispose of or retain hold or appropriate the site and soil thereof for the purposes of the said intended deviation and widening and for the general purposes of the Company.

For protec-  
tion of  
Carclew  
Estates.

6. Notwithstanding anything in this Act contained or shown upon the deposited plan and section relating to the deviation and widening of the Falmouth Branch Railway by this Act authorised the following provisions for the protection of William Francis Tremayne or other the owner or owners for the time being of the Carclew Settled Estates or of any part or parts thereof which may be in any way affected by the works of the Company (which owner or owners are in this section referred to as "the owner") shall unless otherwise agreed between the Company and the owner apply and have effect (that is to say):—

- (1) The Company shall not except temporarily for the purposes of subsection (2) of this section enter upon take or use any of the lands of the owner shown on the deposited plan and situated north-east of the said railway:
- (2) The Company shall not in constructing or maintaining the said deviation and widening interfere with the flow of water in the river watercourses and leats which pass through the lands of the owner and in the event of the Company finding it necessary to divert or otherwise interfere with the course of the river or any of the watercourses or leats or to alter the position of any of the weirs and sluices in connection therewith all such works shall be executed by and at the cost of the Company to the reasonable satisfaction of the owner:
- (3) All such works and all works of the Company over or affecting the said river watercourses and leats shall be carried out in accordance with plans and sections to be previously submitted to and reasonably approved by the owner and to the reasonable satisfaction of the surveyor for the Carclew Settled Estates.

- (4) Any difference arising between the Company and the owner respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed failing agreement at the request of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination. A.D. 1927.

7. Notwithstanding anything in this Act contained or shown on the deposited plan relating to the deviation and widening of the Falmouth Branch Railway by this Act authorised the following provisions for the protection of the Magdalen Mine Limited (hereinafter called "the Magdalen Company") shall unless otherwise agreed between the Company and the Magdalen Company apply and have effect (that is to say):—

For protec-  
tion of Mag-  
dalen Mine  
Limited.

- (1) The Company shall not enter upon take or use any portion of the enclosures numbered respectively 7 8 and 10 in the parish of Saint Gluvias on the said plan north-east of the said railway :
- (2) In constructing the said deviation and widening the Company shall provide an arch or culvert on the site of or near to the leat which passes through the said enclosure numbered 7 so as not to interfere with the flow of water therein and in the event of the said arch or culvert not being constructed on the site of the leat they shall divert the leat thereunder to the reasonable satisfaction of the Magdalen Company :
- (3) Any difference arising between the Company and the Magdalen Company respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed failing agreement at the request of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

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Railway  
rates and  
charges.Power to  
deviate.

8. The deviation and widening of railway by this Act authorised shall for the purposes of tolls fares rates and charges be deemed to be part of the Falmouth Branch Railway of the Company.

9. In making the deviation and widening of railway and works in connection therewith by this Act authorised the Company may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plan thereof and vertically from the levels shown on the deposited section relating thereto to any extent not exceeding five feet upwards and five feet downwards or to such further extent as they may find necessary or convenient and as may be sanctioned by the Minister of Transport.

Power to  
make new  
roads foot-  
paths &c.

10. Subject to the provisions of this Act the Company may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the new roads and footpaths hereinafter mentioned and may stop up and discontinue the portions of road and footpaths to be stopped up and exercise the other powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company (that is to say):—

In the parish of Oswestry Urban and borough of Oswestry in the county of Salop—

They may stop up and discontinue so much of the public footpath and accommodation road which cross the Oswestry Branch Railway and the Cambrian Railway (Ellesmere section) of the Company on the level at the north-eastern end of the Company's Oswestry locomotive works as lies between their junction with Gobowen Road and (as regards the said footpath) a point (hereinafter called "the first mentioned point") 10 chains south-east thereof and (as regards the said road) a point 8 chains south-east thereof and may stop up and discontinue so much of the footpath which crosses the Company's railway by means of a foot-

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bridge near the north-western end of the said locomotive works as lies between its junction with Beatrice Street and its junction with the footpath leading from Shelfbank to Coney Green and in lieu thereof they may make a new public footpath and accommodation road from the first mentioned point to a point in Whittington Road  $7\frac{1}{2}$  chains east of the junction of that road with Gobowen Road and a new public road from the southern boundary of the enclosure numbered 208 on the 25-inch Ordnance map (second edition 1901) Shropshire of the said parish to a point in Middleton Road 23 chains east of the bridge carrying the last mentioned road over the railway of the Company:

In the parish of Ystradgynlais Higher in the rural district of Ystradgynlais in the county of Brecon—

They may stop up and extinguish all existing rights of way (if any) along or across the Company's Neath and Brecon Railway between a point 2 chains north of Craig-y-Nos Station and a point  $5\frac{1}{2}$  chains south thereof:

Provided that no such rights of way shall be stopped up and extinguished until the new footpath referred to in the section of this Act of which the marginal note is "For protection of Ystradgynlais Rural District Council and Baron Cederström" shall have been completed and opened for public use.

11. The following provisions for the protection of the rural district council of Ystradgynlais (in this section referred to as "the council") and of Baron Cederström (in this section referred to as "the owner") shall unless otherwise agreed in writing between the Company the council and the owner apply and have effect (that is to say):—

- (1) The Company shall subject to the provisions of subsection (2) of this section construct a footpath (in this section referred to as "the new footpath") four feet in width in the position shown in red colour upon the plan signed by John Christian Lloyd on behalf of the Company and by William Morgan on behalf of the council and by Hugh Bellingham on behalf of the owner:

For protec-  
tion of  
Ystrad-  
gynlais  
Rural Dis-  
trict Coun-  
cil and  
Baron  
Cederström.

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- (2) The council shall with all reasonable dispatch complete so much of the new footpath as lies between the points marked A and B on the said plan and contemporaneously therewith the Company shall set back their boundary fence in the manner and construct a wicket gate three feet in width in the position shown on the said plan and thereafter the council shall maintain the said portion of the new footpath and the Company shall maintain the portion of the new footpath between the points marked A and C on the said plan and the said gate. Upon the completion of the portion of the new footpath between the points A and B the Company shall pay to the council the sum of twenty pounds towards the cost thereof :
- (3) The owner shall permit the council to construct upon the land of the owner the portion of the new footpath between the points A and B not exceeding four feet in width and (subject to the provisions of subsection (4) hereof) to maintain the same in perpetuity as a public footpath and the council shall pay to the owner the sum of sixpence per annum (if demanded) as an acknowledgment of such permission :
- (4) The owner shall be entitled if at any time he finds it necessary so to do to lay lines of rails across the portion of the new footpath between the points A and B or to divert such portion on to other land belonging to him to the reasonable satisfaction of the council.

As to foot-  
path and  
accommoda-  
tion road at  
Oswestry.

**12.** Notwithstanding anything shown upon the deposited plan thereof the new public footpath and accommodation road to be constructed by the Company in the borough of Oswestry shall be constructed of a width of 12 feet except where the said footpath and road pass under the Company's railway where the width thereof shall be 11 feet.

Power to  
Company  
to acquire  
additional  
lands.

**13.** Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for the general



purposes of their undertaking and works connected therewith and for providing increased accommodation and for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say) :—

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In the county of Middlesex—

Lands in the parish of Isleworth in the urban district of Heston and Isleworth lying on and adjoining the northern side of the Company's Brentford Branch Railway and extending from the Great West Road to a point 14 chains north-west of the bridge carrying the Hounslow Branch of the Metropolitan District Railway over the said Brentford Branch Railway :

In the county of Cornwall—

Lands in the parish of Saint Austell Urban and Urban District of Saint Austell lying on and adjoining the northern side of the Company's Cornwall Railway and between points respectively 14 chains and 32 chains east of the bridge carrying the public road over that railway at the eastern end of St. Austell Station.

14. For the protection of the county council of the administrative county of Middlesex (in this section called "the council") the following provisions shall unless otherwise agreed in writing between the council and the Company apply and have effect (that is to say) :—

For protec-  
tion of  
Middlesex  
County  
Council.

- (1) The Company shall not in carrying out any works under the powers of this Act endanger the structure of the Great West Road in the county of Middlesex and before carrying out any works affecting the cuttings or embankments of the said road or other incidental works in connection therewith the Company shall give to the council fourteen days' notice in writing of their intention to carry out such works and the Company shall contemporaneously with the giving of the said notice deliver to

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the council plans and sections in connection therewith and all works of the Company which may interfere with the said road or the cuttings or embankments or other incidental works in connection therewith shall be carried out to the reasonable approval and under the supervision (if given) of the engineer for the time being of the council and the Company shall at their own expense make good any damage to the said road or the cuttings or embankments or other incidental works in connection therewith which may be incurred or sustained by reason or in consequence of the carrying out of the said works :

- (2) The Company shall not in carrying out the said works bring forward any building structure construction or erection or any part thereof or any addition thereto nor make any permanent excavation below the level of the formation of the said road in front of the building line prescribed by the council under the provisions of the Middlesex County Council Act 1925 Provided always that nothing in this subsection contained shall prevent the Company from constructing such boundary walls fences or gates as they may require :
- (3) The Company shall indemnify the council in respect of all costs losses damages and expenses which may be occasioned to the council by reason or in consequence of the carrying out of the said works :
- (4) Nothing in this Act contained shall prejudice or interfere with the existing rights of the council to repair and maintain the said road or the cuttings or embankments or other incidental works in connection therewith :
- (5) If any difference shall arise between the Company and the council under this section the same shall be determined by an engineer appointed failing agreement by the President for the time being of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

15. With respect to the lands in the parish of Isleworth authorised to be acquired under the section of this Act of which the marginal note is "Power to Company to acquire additional lands" the following provisions for the protection of the Metropolitan District Railway Company (in this section referred to as "the District Company") shall notwithstanding anything in this Act contained (unless otherwise agreed between the Company and the District Company) be observed and have effect (that is to say):—

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For protec-  
tion of Me-  
tropolitan  
District  
Railway  
Company.

(1) The Company shall not without the previous consent in writing of the District Company enter upon take or use either temporarily or permanently any part of the Hounslow Branch Railway of the District Company (in this section called "the Hounslow Railway") or of the works and piers connected therewith or any lands or other property of the District Company forming part of the Hounslow Railway or without the like consent alter vary or in any way interfere with the Hounslow Railway or any of the works or conveniences connected therewith but the Company may purchase and the District Company shall sell such easement in or under any property of the District Company as may be reasonably necessary for the purposes of the Company:

(2) Before the Company commence the construction of any works or any alterations thereof (all of which are in this section referred to as "the works") within thirty yards of the Hounslow Railway they shall give to the District Company one month's notice in writing of their intention so to do accompanied by full and detailed plans sections and specifications of the works so to be executed and the proposed mode of executing the same and no such work shall be commenced until such plans sections and specifications shall have been approved by the District Company or by an arbitrator to be appointed as hereinafter provided. Provided that if the District Company do not within twenty-one days after receiving such notice as aforesaid signify to the Company their approval of such plans sections

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and specifications a difference shall be deemed to have arisen between them :

- (3) The Company shall execute such protective works and take such other precautions as the engineer of the District Company shall deem reasonably necessary for ensuring the safety of the Hounslow Railway and the works piers and conveniences connected therewith :
- (4) The Company shall so construct and maintain their works as not to interfere with or affect the stability of the structure of the Hounslow Railway or of the piers or foundations thereof :
- (5) The District Company shall be entitled to supervise the mode in which the works are carried out and the Company shall bear and on demand pay to the District Company the reasonable expense of the employment by the District Company during the construction of the said works on their land or adjacent thereto of a sufficient number of inspectors and watchmen as may be reasonably necessary for the purpose :
- (6) If during the construction of the works or thereafter by reason of the existence user or failure thereof the Hounslow Railway or any of the works piers or conveniences connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the District Company may make good the same and recover the costs thereof against the Company :
- (7) The Company shall not in making and maintaining or using the works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the Hounslow Railway or any works or conveniences connected therewith or any traffic thereon or affect the efficiency of any electrical cables or other electrical apparatus on the Hounslow Railway or any works or conveniences connected therewith and if at any time or times hereafter the

free uninterrupted and safe user of the Hounslow Railway or any works or conveniences connected therewith or any traffic thereon shall be obstructed hindered or interfered with or the efficiency of any electrical cables or other electrical apparatus on the Hounslow Railway or any works or conveniences connected therewith be affected contrary to this enactment the Company shall pay to the District Company full compensation in respect thereof :

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- (8) The Company shall be responsible for and make good to the District Company all costs losses damages and expenses which may be occasioned to the Hounslow Railway or conveniences connected therewith or to any of the works lands or other property of the District Company forming part of the Hounslow Railway or to the traffic thereon or to any person or persons using the same or to any servant of the District Company or otherwise during the execution or by reason of the failure of any works or of any act or omission of the Company or any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the District Company from all claims and demands upon or against them by reason of such execution or failure or of any such omission :
- (9) Any difference which may arise under the provisions of this section between the District Company and the Company shall from time to time be referred to and determined by an engineer to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference and determination :
- (10) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the District Company or with any requirement of the District Company or under the superintendence of the District

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Company's engineer or in accordance with any direction or award of an arbitrator shall not excuse the Company from any liability for damage caused to the Hounslow Railway or any works or conveniences connected therewith or affect any claim by the District Company for injury caused to the Hounslow Railway or any works or conveniences connected therewith.

For protection of Grand Junction Canal Company.

**16.** In exercising the powers of this Act the Company shall not without the consent in writing of the Company of Proprietors of the Grand Junction Canal interfere with the bridge over the Grand Junction Canal known as Gallows Bridge adjoining the enclosure numbered 8 in the parish of Isleworth on the deposited plans relating to the lands in that parish nor with the approaches to such bridge nor with the waterway wall or bank of the said canal on the western side of the said bridge.

For protection of executors of eighth Earl of Jersey.

**17.** The following clause for the protection of the Right Honourable Lady Cynthia Almina Constance Mary Slessor the Right Honourable Walter FitzUryan Baron Dynevor and the Honourable Arthur George Child Villiers the executors and trustees of the will of the eighth Earl of Jersey deceased (hereinafter called "the executors") shall unless otherwise agreed between the Company and the executors apply and have effect (that is to say):—

In the event of the Company acquiring under the powers of this Act any portion of the enclosure numbered 7 in the parish of Isleworth on the deposited plans relating to the lands in that parish the Company shall also purchase and acquire the lands of the executors coloured pink on the plan signed by John Christian Lloyd on behalf of the Company and by Henry Little on behalf of the executors.

For protection of William Melvill Coode and others.

**18.** For the protection of William Melvill Coode and Helen Coode his wife or other the owner or owners for the time being of the property known as Trevarna in the urban district of Saint Austell in the county of Cornwall (all of whom are in this section referred to as "the owners") the following provisions shall unless

otherwise agreed in writing between the owners and the Company have effect (that is to say):— A.D. 1927.

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take or use any of the lands of the owners in the said urban district which are situate to the north-west of the red line shown on the plan (hereinafter referred to as "the signed plan") signed by John Christian Lloyd on behalf of the Company and by the said William Melvill Coode on behalf of the owners :
- (2) If the Company purchase any part of the property of the owners they shall contemporaneously therewith purchase the interest of the owners in the property coloured blue on the signed plan and the purchase money and compensation payable by the Company to the owners in respect of such acquisition shall failing agreement be determined as if the Company were acquiring the said property compulsorily under the powers of this Act :
- (3) As soon as practicable after the acquisition by the Company of any of the property of the owners and in any event before commencing to use such property for any of the purposes referred to in the section of this Act of which the marginal note is "Power to Company to acquire additional lands" the Company shall erect along the red line shown on the signed plan and throughout the length of that line a bank not less than six feet in height from the ground level and face such bank with stone on each side thereof and the Company shall at all times keep in repair and maintain in good condition the said bank and stone facings thereof :
- (4) The Company shall not cut down the trees growing on the fence forming the boundary between the enclosures respectively numbered on the deposited plans and in the deposited books of reference 10 and 11 in the said urban district unless or until such trees shall form an actual obstruction to the execution by the Company of any intended works.

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For protec-  
tion of  
Richard  
Carlyon  
Coode.

19. For the protection of Richard Carlyon Coode or other the owner or owners for the time being of the property known as Polkyth fields in the urban district of Saint Austell in the county of Cornwall (in this section referred to as "the owner") the following provisions shall unless otherwise agreed in writing between the owner and the Company have effect (that is to say):—

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take or use any of the lands of the owner in the said urban district which are situate to the west of the red line shown on the plan (hereinafter referred to as "the signed plan") signed by John Christian Lloyd on behalf of the Company and by Richard Carlyon Coode on behalf of the owner :
- (2) If the Company purchase any part of the property of the owner they shall contemporaneously therewith purchase the interest of the owner in the property coloured blue on the signed plan and the purchase money and compensation payable by the Company to the owner in respect of such acquisition shall failing agreement be determined as if the Company were acquiring the said property compulsorily under the powers of this Act Provided that no compensation shall be payable by the Company in respect of any improvements made in such property after the sixth day of April one thousand nine hundred and twenty-seven :
- (3) Unless within one year from the passing of this Act the Company serve upon the owner a notice to treat for the acquisition of any lands of the owner the powers of the Company under this Act of acquiring such lands or any part thereof compulsorily shall cease and determine on the expiration of the said period :
- (4) As soon as practicable after the acquisition by the Company of any of the property of the owner and in any event before commencing to use such property for any of the purposes referred to in the section of this Act of which the marginal note is "Power to Company to acquire additional lands" the Company shall



erect along the red line shown on the signed plan and throughout the length of that line a bank not less than six feet in height from the ground level and face such bank with stone on each side thereof and the Company shall at all times keep in repair and maintain in good condition the said bank and stone facings thereof.

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20. Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath in substitution for an existing road or footpath or portion thereof the stopping up of the existing road or footpath shall not take place until such diverted or new road or footpath is completed to the satisfaction of the road authority of the district in which the existing road or footpath is situate and is open for public use or in case of difference between the Company and the road authority until a court of summary jurisdiction shall have certified that the diverted or new road or footpath has been completed to their satisfaction and is open for public use.

Stopping up roads and footpaths in case of diversion or making of new road or footpath.

Before applying to the court for their certificate the Company shall give to the road authority seven days' notice in writing of their intention to apply for the same.

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing road or footpath or portion authorised to be stopped up shall be extinguished 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 portion of road or footpath stopped up as far as the same is bounded on both sides by lands of the Company :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

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As to private rights of way over lands taken compulsorily.

**21.** All private rights of way over any lands which are under the powers of this Act authorised to be acquired compulsorily shall as from the date of their acquisition be extinguished. Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Power to make agreements as to construction of or contribution towards cost of new roads &c.

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

Expenses of local authorities.

**23.** Any expenses incurred by a local authority under and for any of the purposes of the last preceding section of this Act shall except where otherwise expressly provided be deemed to be expenses under and for the purposes of the Public Health Act 1875.

Power to deviate in construction of works.

**24.** The Company may in constructing the works other than the deviation and widening of railway and works in connection therewith by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the new roads streets and other similar works shown on the deposited sections to any extent not exceeding three feet or if the work be situate in any town village street or land continuously built upon two feet but not so as to increase the rate of inclination of any new road or street beyond that prescribed by this Act where such rate is steeper than the rate of inclination prescribed by the Railways Clauses Consolidation Act 1845 and where such rate of inclination is less than that so prescribed it may be

increased to such prescribed rate except where otherwise expressly provided by this Act. A.D. 1927.

**25.** The powers of this Act for the compulsory purchase of lands by the Company shall cease on the first day of October one thousand nine hundred and thirty. Period for compulsory purchase of lands.

**26.** 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 grantors have an interest) required for any of the purposes of this Act to be executed by them in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid. Power to owners to grant easements.

**27.** In settling any question of disputed purchase money or compensation payable under this Act by the Company the court or person settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the first day of November one thousand nine hundred and twenty-six if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act. Compensation in case of recently altered buildings acquired by Company.

**28.** The Company may hold use and appropriate for the purposes of their undertaking the following lands and properties which have already been acquired by them and the expenditure of money by the Company in or about the purchase or acquisition thereof or the works executed thereon is hereby sanctioned and confirmed (that is to say):— Confirmation of purchase of lands by Company.

In the county of Stafford—

Lands in the parish and urban district of Rowley Regis known as Garratts Works and formerly belonging to Garratts Limited and

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—

situate on the south side of the Company's Stourbridge Railway and between Grangers Lane and New Road :

In the county of Monmouth—

Lands in the parish of Chepstow with Hardwick and urban district of Chepstow lying on and adjoining both sides of the Company's South Wales Railway at and near Chepstow Station ;

Lands in the parish and county borough of Newport lying on and adjoining the southern side of the Company's South Wales Railway near to the refuse destructor of the Newport Corporation in Tweedy Lane :

In the county of Glamorgan—

Lands in the parish and urban district of Briton Ferry lying on and adjoining the western side of the Company's South Wales Railway and extending from Shelone Road to Regent Street West ;

Lands in the parish and county borough of Swansea lying between the Company's Swansea Harbour Railway and Crymlyn Burrows Road and east of and near to the works known as the English Crown Spelter Works :

In the county of Carmarthen—

Lands in the parish of Saint Peter's and borough of Carmarthen lying on and adjoining the south-eastern side of the Company's Carmarthen and Cardigan Railway and lying between that railway and the River Towy :

In the county of Pembroke—

Lands in the parish of Letterston in the rural district of Haverfordwest lying on and adjoining the south-eastern side of the Company's Clarbston Road and Fishguard Railway at and near Mathry Road Station :

In the county of Cardigan—

Lands in the parish of Llanilar in the rural district of Aberystwith lying on and adjoining the western side of the Company's Manchester and Milford Railway at the northern end of Trawscoed Station.

**29.** The periods now respectively limited by the Great Western Railway Act 1926 for the compulsory purchase of—

A.D. 1927.

—  
Extension of  
time for  
compulsory  
purchase of  
lands.

(a) certain lands required for the purposes of or in connection with Deviation and Widening No. 2 authorised by the Great Western Railway Act 1913;

(b) certain lands authorised to be acquired by the Great Western Railway Act 1914 and described in the Second Schedule to the said Act of 1926 (other than the lands referred to in the proviso to section 41 of the last-mentioned Act and the lands specified in the schedule to this Act) subject however to the provisions of section 42 of the said Act of 1926 and of an agreement between the Company and the President of the Air Council dated twenty-eighth day of June one thousand nine hundred and twenty-six; and

(c) certain lands authorised to be acquired by the Great Western Railway (Additional Powers) Act 1923 situate in the parish and urban district of Paignton in the county of Devon and described in section 15 of that Act;

and by the Great Western Railway (Additional Powers) Act 1924 for the compulsory purchase of certain lands authorised to be acquired by that Act situate in the parish and metropolitan borough of Paddington in the county of London the parish of Malvern Link in the urban district of Malvern in the county of Worcester and in the parishes of Undy Llanvihangel Roggiatt and Roggiatt in the rural district of Chepstow in the county of Monmouth are hereby extended until the first day of October one thousand nine hundred and twenty-nine but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised.

**30.** The period now limited by the Great Western Railway (Additional Powers) Act 1924 for the completion of—

Extension of  
time for  
completion  
of works.

(a) Railways Nos. 6 and 7 authorised by the Great Western Railway (New Railways) Act 1905 so far as they were not abandoned by the

A.D. 1927.

- Great Western Railway Act 1908 or have not already been completed and the Deviation Railway No. 1 authorised by the said Act of 1908 so far as it has not already been completed;
- (b) Railway No. 6 authorised by the Great Western Railway (General Powers) Act 1909;
- (c) Railway No. 4 authorised by the Great Western Railway Act 1911;
- (d) Railways Nos. 1 4 and 5 authorised by the Great Western Railway Act 1912;
- (e) Railways Nos. 2 and 5 authorised by the Great Western Railway Act 1914

is hereby extended until the first day of October one thousand nine hundred and thirty and the said Acts shall be read and construed as if the period limited by this section for the completion of the said railways and deviation had been the periods limited by the said Acts for the completion thereof respectively.

Application of certain sections of Acts of 1923 and 1924.

**31.** The provisions of section 45 (Power to Company &c. to lease or dispose of lands) and of section 46 (Powers as to building on or over lands &c. of Company) of the Great Western Railway (Additional Powers) Act 1923 and of section 66 (As to private street expenses in certain cases) of the Great Western Railway (Additional Powers) Act 1924 shall extend and apply to any lands acquired by the Company under the powers of this Act.

Power to Company to apply funds to purposes of Act.

**32.** The Company may 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 or any scheme under the Railways Act 1921 or other enactment 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 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 or of any such scheme or enactment the Company may have created or may hereafter create but which are not or may not be required for the special purposes for which such shares or stocks respectively were authorised to be created. Provided

that all money raised by the issue of such shares or stocks shall be applied only to purposes to which capital is properly applicable.

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**33.** Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies passed before or after the commencement of this Act 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 by this Act.

Provisions  
as to general  
railway  
Acts.

**34.** 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.

Costs of  
Act.

A.D. 1927.

SCHEDULE.

The SCHEDULE referred to in the section of this Act the marginal note of which is "Extension of time for compulsory purchase of lands."

Section of the Great Western Railway Act 1914 in which Lands described.	Description of Lands.	District in which Lands situate.
56	Lands between the South Devon Railway Laira Loop and Sutton Harbour Branch Railway. Lands adjoining the northern side of the Fowey Branch Railway near the bridge carrying the Cornwall Railway over that railway.	Parish and county borough of Plymouth in the county of Devon. Parishes of Saint Blazey and Tywardreath in the rural district of Saint Austell in the county of Cornwall.

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