

**CHAPTER xliii.**

An Act for conferring further powers upon the Great Western Railway Company in respect of their own undertaking and upon that Company and the London Midland and Scottish Railway Company in respect of an undertaking in which they are jointly interested and upon the Great Western and Great Central Railways Joint Committee and for other purposes.

A.D. 1929.

[10th May 1929.]

**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 railways and the deviations and widenings 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 certain lands houses and buildings in this Act described or referred to and that the acquisition of other lands already acquired by the Company or by the Company and the London Midland and Scottish Railway Company (in this Act called "the London Company") should be sanctioned and confirmed:

And whereas it is expedient that the Great Western and Great Central Railways Joint Committee (in this Act called "the Joint Committee") should be empowered to make and maintain the railway and exercise the

A.D. 1929. powers and acquire the lands in this Act mentioned or referred to in that behalf :

And whereas plans and sections showing the lines and levels of the railways and the deviations and widenings 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 railways and deviations and widenings 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 :

And whereas it is expedient that the Company should be empowered to provide manage and maintain hotels and other accommodation in any district in which any station on any railway owned or worked by them either solely or jointly with any other company is situate and that provision as hereinafter contained should be made in relation thereto :

And whereas it is expedient that the Company should be authorised to abandon and discontinue the maintenance and use or the construction of certain railways in this Act mentioned and the maintenance and use of the Town Dock in the county borough of Newport in the county of Monmouth and of the harbour and works at Newquay in the county of Cornwall and that the site of the said harbour and works should be vested in the Newquay Urban District Council :

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 revived and extended as provided by this Act :

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

And whereas it is expedient that some of the provisions of the existing Acts of the Company the Joint

Committee and the London Company should be amended or repealed and that the other powers in this Act mentioned should be conferred: A.D. 1929.

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:—

1. This Act may be cited for all purposes, as the Short title.  
Great Western Railway Act 1929.

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):— Incorporation of general Acts.

The Land Clauses Acts:

Provided that (1) 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 or the Joint Committee as the case may be and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party (2) the bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the common seal of the Company or the Joint Committee as the case may be and shall be sufficient without the addition of the sureties mentioned in that section;

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 Interpretation.

A.D. 1929. 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 each such distance or length.

The expression "the railways" means the new railways by this Act authorised;

The expression "the two Companies" means the Company and the London Company or whichever of those companies exercises the powers conferred upon the two Companies.

Protection of gas and water mains of local authorities.

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.

Power to Company to make new railways and works.

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 plans and sections relating thereto the railways and deviations and widenings 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 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. The new railways and the deviations and widenings of railway hereinbefore referred to and authorised by this Act are—

A railway (No. 1) 2 furlongs and 4.35 chains in length wholly in the parish and urban district of Hayes in the county of Middlesex commencing by a junction with the Company's main line of railway near Hayes and Harlington Station and terminating in the field or enclosure numbered 35 on the 25-inch Ordnance map (Edition 1914 Sheet XV.13) of that parish;

A railway (No. 2) 1 furlong and 0·45 chain in length wholly in the parish and urban district of Hayes in the county of Middlesex commencing by a junction with the sidings in the goods yard of the Company at Hayes and Harlington Station and terminating by a junction with the sidings belonging to the British Electric Transformer Company Limited; A.D. 1929.

A railway (No. 3) 3 furlongs and 6·70 chains in length wholly in the parish of Llantwit Fardre in the rural district of Llantrisant and Llantwit Fardre in the county of Glamorgan commencing by a junction with the Treforest branch of the Company's Barry Railway at a point four and a half chains north of the junction of that branch with the said railway and terminating by a junction with the Llantrisant branch of the Company's Taff Vale Railway at a point three chains west of the bridge carrying that branch over the said Barry Railway and in connection therewith the Company may abandon and discontinue the said Llantrisant branch between the last mentioned point and its junction with the Company's Taff Vale Railway at Llantrisant Junction Treforest.

The following deviations and widenings wholly in the county of Cornwall of the Company's Falmouth branch railway viz. :—

No. 1 5 furlongs and 5 chains in length commencing in the parish of Perranarworthal in the rural district of East Kerrier south-west of the bridge carrying the road leading from Chacewater to Carnon Downs over the said branch railway and terminating in the parish of Kea in the rural district of Truro north-east of the said bridge;

No. 2 3 furlongs and 3·50 chains in length commencing in the parish of Budock Rural in the rural district of East Kerrier south-east of the bridge carrying the road leading from Penryn to Helston over the said branch railway and terminating in the parish and borough of Penryn south-east of the said bridge.



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And the Company may abandon and discontinue the maintenance and use of so much of the said Falmouth branch railway between the commencement and termination of the said respective deviations and widenings hereinbefore described as may not be required for the purposes of the Company.

Power to deviate.

6. In making the railways and deviations and widenings 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 plans and vertically from the levels shown on the deposited sections 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.

Inclination of road.

7. In altering for the purposes of this Act the portion of the road numbered on the deposited plans of Railway No. 3 by this Act authorised 2 in the parish of Llantwit Fardre in the rural district of Llantrisant and Llantwit Fardre in the county of Glamorgan lying on the eastern side of that railway the Company may make the same of any inclination not steeper than one in twelve for a distance of fifty-five yards from the centre line of that railway as shown on the deposited plans and not steeper than one in six for the remainder of such alteration.

Width of certain roadways.

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

Number on deposited plans.	Area.	Description of roadway.	Width of roadway.
2	RAILWAY No. 3. Parish of Llantwit Fardre	Public	20 feet.
11	DEVIATION AND WIDENING Parish of Feock	No. 1. Public	20 feet.
14	DEVIATION AND WIDENING Parish and borough of Penryn.	No. 2. Public	20 feet.

9.—(1) In the event of both or either of the roads shown coloured pink on the plan signed by the Right Honourable the Earl Russell the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (of which plan one copy has been deposited in the Parliament Office of the House of Lords and one copy has been deposited in the Committee and Private Bill Office of the House of Commons) being constructed up to the boundaries of the lands acquired by the Company for the purposes of Railway No. 1 by this Act authorised the Company on being requested so to do by the Hayes Urban District Council shall grant to that Council without payment such rights or easements as may be necessary to enable the council to continue such road or roads across such lands.

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Provisions  
as to Rail-  
way No. 1.

(2) In the event of such road or roads crossing the said railway on the level the use of the level crossing or level crossings by the Company shall be subject to such restrictions as may be agreed between the Company and the highway authority or as (failing agreement) may be determined by the Minister of Transport.

10.—(1) The Company may in the construction of Railway No. 2 by this Act authorised carry the same with a single line only across and on the level of the public road numbered on the deposited plan relating thereto 4 in the parish and urban district of Hayes.

Provisions  
as to Rail-  
way No. 2.

(2) Notwithstanding anything contained in section 6 of the Railways Clauses Act 1863 the Company shall not be under any obligation to erect and maintain lodges at the said level crossing.

(3) Regulations with regard to the said level crossing and the passing thereover by trains may be made by the Minister of Transport under the said section 6 of the Railways Clauses Act 1863 without prejudice to the generality of the provisions of that section for the purpose (in addition to the purposes expressly mentioned in that section) of requiring the construction erection and maintenance by the Company to the satisfaction of the said Minister of such notice-boards at such point or points along the road from the level crossing in each direction as may be prescribed by the regulations to warn the public of the existence of the level crossing.

(4) (a) The gates to be erected by the Company at the said level crossing shall not be kept closed across

A.D. 1929. the said road for a longer period than five minutes at any one time.

(b) If the Company shall fail to comply with the provisions of this subsection they shall for every such offence be liable on summary conviction to a penalty not exceeding five pounds.

(5) The said railway shall not be opened for traffic of any description until—

(a) at least one month's notice in writing of the intention so to open the said railway shall have been given by the Company to the Minister of Transport; and

(b) the said Minister after inspection of the said railway by an officer appointed by him shall have furnished to the Company particulars of the requirements for the greater security of the public at the said level crossing which are proposed to be made by regulations under this section; and

(c) the Company shall have complied with and carried into effect any such requirements to the satisfaction of the said Minister.

(6) If the said railway is opened for traffic in contravention of the provisions of the foregoing subsection the Company shall be liable to the like penalties as are imposed by section 6 of the Railways Clauses Act 1863 in respect of failure by the Company to observe and abide by regulations made under that section.

(7) The said level crossing shall only be used by the Company for the passing of trains thereover once in each direction between the hours of eight-thirty and nine-thirty in the morning and once in each direction between the hours of three-thirty and four-thirty in the afternoon of each week day. Provided that these hours may be altered by agreement between the Company and the Middlesex County Council.

If the level crossing is used by the Company for the passing of trains thereover contrary to the provisions of this subsection they shall for every such offence be liable on summary conviction to a penalty not exceeding five pounds.



**11.** 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 or deviations and widenings of railway or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or highway or approaches is permanently altered so as to increase the gradient thereof. Provided that nothing in this section shall relieve the Company from any liability which they were under immediately before the passing of this Act for the maintenance of the surface of any such road or highway or approaches.

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

**12.**—(1) Subject to the provisions of this Act any work authorised by this Act shall only be constructed so far as the same shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides in accordance with plans and sections approved by the Board of Trade under the hand of one of the secretaries or assistant secretaries of the Board of Trade and subject to such restrictions and regulations as the said Board may prescribe before such work is begun.

Works below high-water mark to be subject to approval of Board of Trade.

(2) Any alteration or extension of any such work shall be subject to the like approval.

(3) If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such cost shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the crown or by the Board of Trade summarily as a civil debt.

**13.**—(1) Where any work constructed by the Company under the powers of this Act and situate wholly or partially on under or over the shore or bed of the sea or of any creek bay arm of the sea or navigable river communicating therewith below high-water mark of ordinary spring tides is abandoned or suffered to fall into decay the Board of Trade may by notice in writing either require the Company at their own expense to repair and restore such part of such work as is situate below high-water mark of ordinary spring tides or any portion thereof or require them to abate or remove the same and

Abatement of work abandoned or decayed.

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restore the site thereof to its former condition to such an extent and within such limits as the Board of Trade may think proper.

(2) Where any part of any such work which has been abandoned or suffered to fall into decay is situate above the high-water mark of ordinary spring tides and is in such condition as to interfere or to cause reasonable apprehension that the same may interfere with the right of navigation or other public rights over the foreshore the Board of Trade may include any such part of such work or any portion thereof in any notice under this section.

(3) If during the period of thirty days from the date when the notice is served upon the Company they have failed to comply with such notice the Board of Trade may execute the works required to be done by the notice at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or summarily as a civil debt.

(4) The provisions of this section shall apply so far as applicable to the works authorised to be abandoned by this Act and referred to in the section of this Act the marginal note of which is "Abandonment of railways &c."

As to works  
within  
metro-  
politan  
police  
district.

**14.** Seven days before entering upon breaking up or otherwise interfering with any street or road in connection with the construction of any works under the powers of this Act within the area of the metropolitan police district the Company shall give notice in writing to the Commissioner of Police of the metropolis and make such arrangements with the said Commissioner of Police as may be reasonably necessary so as to cause as little interference with the traffic in such street or road during the construction of such works as may be reasonably practicable.

For protec-  
tion of  
Scott  
Preserve  
Makers  
Limited.

**15.** Notwithstanding anything in this Act contained or shown on the deposited plan of Railway No. 1 by this Act authorised the Company shall not enter upon take or use any portion of the enclosure belonging to Scott Preserve Makers Limited (hereinafter in this section referred to as "the owners") and numbered on the said plan 4 in the parish and urban district of Hayes without the consent in writing of the owners:

Provided that in the event of the Company interfering with the access from Silverdale Road to the said enclosure numbered 4 through the enclosure numbered 3 on the said plan the Company shall provide substituted access to the reasonable satisfaction of the owners.

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**16.** For the protection of the Grand Union Canal Company (hereinafter called "the canal company") the following provisions shall have effect unless otherwise agreed in writing between the canal company and the Company (that is to say) :—

For protec-  
tion of  
Grand  
Union Canal  
Company.

(1) So much of Railway No. 2 as shall be constructed on or adjoining the property of the canal company in the parish and urban district of Hayes shall be executed so as not to injure the canal of the canal company or the banks or works thereof and in accordance with plans sections and specifications submitted to and reasonably approved by the canal company previously to the commencement of the work and shall be carried on and completed under the supervision (if the same be given) and to the reasonable satisfaction of the canal company Provided that if the canal company shall fail to signify their approval or disapproval of the said plans sections and specifications within twenty-eight days after the submission thereof to them they shall be deemed to have approved thereof The Company shall furnish the canal company with such information as they may reasonably require with regard to the said portion of railway and the dimensions, strength and description of the materials to be used in the construction thereof :

(2) If any difference shall arise between the Company and the canal company under this section such difference shall be settled by the arbitration of an engineer to be agreed upon or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either the Company or the canal company and in other respects the provisions of the Arbitration Act 1889 shall apply to such arbitration.

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For protec-  
tion of  
Llantrisant  
and Llant-  
wit Fardre  
Rural  
District  
Council.

17. For the protection of the rural district council of Llantrisant and Llantwit Fardre (in this section called "the council") the following provisions shall notwithstanding anything in this Act contained or shown on the deposited plans and sections unless otherwise agreed in writing between the Company and the council have effect (that is to say):—

- (1) If at any time the council desire to widen to at least thirty-five feet the bridge by which the road from Tonteg to Upper Boat is or will be carried over the Barry Railway of the Company and Railway No. 3 by this Act authorised the Company shall grant to the Council on such terms as may be agreed the necessary land and afford facilities for widening such bridge the abutments thereof and the approaches thereto and shall bear such proportion of the total cost of such widening including the cost of the said lands as the difference between the present width of the said bridge and twenty-five feet bears to the difference between the said present width and the proposed new width. Provided that the cost of maintaining so much of the widened bridge abutments and approaches as exceeds twenty-five feet in width shall be borne by the council. Provided further that for the purposes of this subsection the approach to the said bridge on the eastern side shall comprise the portion of the said road raised by the Company under the provisions of this Act:
- (2) Notwithstanding the abandonment by the Company in pursuance of this Act of the portion of the Llantrisant branch railway of the Company's Taff Vale Railway the Company shall maintain such portions of the bridges (including the abutments thereof) carrying that railway over the two roads from Tonteg to Upper Boat as may not from time to time be removed by them:
- (3) On the abandonment of the last-mentioned railway the Company shall form and make up to the reasonable satisfaction of the surveyor of the council the footpath leading from Tonteg to Maesmaur which crosses that railway on the level:

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- (4) Before constructing Railway No. 3 by this Act authorised the Company shall construct along the eastern side of such railway a new footpath three feet in width in lieu of so much of the public footpath leading from Tonteg to Maes-maur as will be interfered with by the said railway and from and after the completion of the said new footpath all public rights of way over the said portion of footpath so interfered with shall cease and determine :
- (5) If Railway No. 3 by this Act authorised shall interfere with any right of way that may be shown to exist between Tonteg and Efail Isaf the Company shall before constructing the said railway provide a new right of way along the eastern side of the said railway and thereupon so much of such existing right of way as shall be so interfered with shall cease and determine :
- (6) If any difference shall arise under this section between the Company and the Council such difference shall be referred to and settled by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party on notice 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 such reference.

**18.** Notwithstanding anything in this Act the following provisions for the protection of the Falmouth Water Company (hereinafter referred to as "the water company") shall unless otherwise agreed in writing between the Company and the water company have effect (that is to say) :—

For protec-  
tion of  
Falmouth  
Water  
Company.

- (1) If the Company shall acquire any portion of the road numbered 15 in the parish of Budock Rural on the deposited plans relating to Deviation and Widening No. 2 by this Act authorised so as to reduce the width of that road to less than sixteen feet they shall divert the said road to the reasonable satisfaction of the water company and such diverted road shall be of a width of sixteen feet :
- (2) If any water main belonging to the water company shall be situate beneath any portion of the



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said road so acquired by the Company the Company shall to the like satisfaction either divert the water main along the existing or diverted road or (at the option of the Company) strengthen the water main in such manner as may be necessary :

- (3) Subject as aforesaid the Company shall not for any purposes whatsoever use the said road or in any way obstruct or interfere with the free passage way of the said road. Provided that if and when the Company commence to construct any new bridge carrying the said deviation and widening over the said road, or to widen the existing bridge the Company may with the consent of the engineer for the time being of the water company (which consent shall not be unreasonably withheld) use so much of the said road as may be necessary for the purpose of scaffolding and centering the arch of the said new or widened bridge and as the said engineer of the water company may reasonably approve. Provided that the Company shall before so using the said road or any part thereof carry out such works for protecting any water main of the water company therein as the said engineer of the water company may reasonably require :
- (4) Any difference which may arise between the Company and the water company under the provisions of this section shall be referred to and determined by a single arbitrator to be appointed failing agreement between the parties 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 such reference and determination.

For protec-  
tion of  
Ecclesias-  
tical Com-  
missioners.

**19.** Notwithstanding anything in this Act the following provisions for the protection of the Ecclesiastical Commissioners for England (hereinafter referred to as "the commissioners") shall unless otherwise agreed in writing between the Company and the commissioners have effect (that is to say) :—

- (1) If the Company shall acquire any portion of the road numbered 15 in the parish of Budock Rural on the deposited plans relating to Deviation and

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Widening No. 2 by this Act authorised so as to reduce the width of that road to less than sixteen feet they shall divert the said road to the reasonable satisfaction of the commissioners and such diverted road shall be of a width of sixteen feet :

- (2) Subject as aforesaid the Company shall not for any purposes whatsoever use the said road or in any way obstruct or interfere with the free passage way of the said road. Provided that if and when the Company commence to construct any new bridge carrying the said deviation and widening over the said road or to widen the existing bridge and viaduct the Company may with the consent of the surveyors for the time being of the commissioners (which consent shall not be unreasonably withheld) use so much of the said road as may be necessary for the purpose of scaffolding and centering the arch of the said new or widened bridge or viaduct and as the said surveyors of the commissioners may reasonably approve :
- (3) Any difference which may arise between the Company and the commissioners under the provisions of this section shall be referred to and determined by a single arbitrator to be appointed failing agreement between the parties by the President for the time being of the Surveyors' Institution and subject thereto the provisions of the Arbitration Act 1889 shall apply to such reference and determination.

**20.** Notwithstanding anything contained in this Act or shown upon the deposited plans the following provisions shall unless otherwise agreed in writing as regards subsections (1) (2) and (3) of this section between the Company and the council of the administrative county of Cornwall and the Truro Rural District Council and as regards the remaining provision of this section between the Company and the council of the said administrative county apply and have effect (that is to say) :—

For protec-  
tion of  
Cornwall  
County  
Council and  
Truro Rural  
District  
Council.

- (1) The Company shall construct the bridge carrying the Deviation and Widening No. 1 authorised by this Act over the road numbered on the

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deposited plans 5 in the parish of Feock with a span of not less than forty feet and with a clear headway throughout of not less than twenty feet :

- (2) The Company in constructing the said Deviation and Widening No. 1 shall not in any way interfere with the bridge carrying the road numbered on the said plans 11 in the said parish over the Company's Falmouth branch railway above the springing of the arch of such bridge :
- (3) If it should be necessary for the purpose of constructing the said Deviation and Widening No. 1 to widen the bridge carrying the Company's said railway over the road numbered on the said plans 5 in the parish of Kea the Company shall construct the widened portion of the said bridge with a span of not less than thirty feet and the levels of the springing and soffit of the arch of the widened portion of the said bridge shall not be respectively lower than the levels of the springing and soffit of the arch of the existing bridge :
- (4) The Company in constructing the Deviation and Widening No. 2 authorised by this Act shall not in any way interfere with the bridge carrying the road numbered on the said plans 14 in the parish and borough of Penrhyn over the Company's Falmouth branch railway above the springing of the arch thereof.

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

**21.** 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 alterations and diversions of roads and footpaths and other works hereinafter mentioned and may stop up and discontinue the portions of footpaths to be stopped up or diverted 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) :— A.D. 1929.

In the parish of Burbage in the rural district of Pewsey in the county of Wilts—

They may alter the levels of so much of the road leading from Stibb Green to Durley which is carried over the Company's Midland and South Western Junction Railway by means of a bridge at the north-western end of Savernake station as lies between points respectively one chain north-east and three and a half chains south-west of that bridge.

In the parish and city and county borough of Bath in the county of Somerset—

They may stop up and extinguish all rights of way over so much of the footpath which crosses the Company's main line of railway on the level at a point six and a half chains west of the bridge carrying Brook Road over that railway as lies between the junction of that footpath with Lyndhurst Road and a point three chains north of the said level crossing.

In the parish of Willand in the rural district of Tiverton in the county of Devon—

They may stop up and extinguish all rights of way over the bridge over the Company's Bristol and Exeter Railway situate at a point thirteen chains south of Tiverton Junction station.

In the parish of Uny Lelant in the rural district of West Penwith in the county of Cornwall—

They may substitute solid embankments for the bridges on the Company's St. Ives branch railway situate at points respectively twelve nineteen twenty-seven and thirty-two chains south-west of Lelant station.

In the parishes of Solihull and Packwood in the rural district of Solihull in the county of Warwick—

They may stop up and discontinue the footpath leading from Manor Road to Poplar Road which crosses the Company's Oxford and

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Birmingham Railway on the level at a point twenty-two chains north-west of Knowle and Dorridge station between its junction with Manor Road and a point in that footpath five chains east of the north-eastern boundary of the said railway and may stop up and extinguish all rights of way (if any) across the said railway on the level between the said crossing and the level crossing by that railway of the road leading from Manor Road to Bentley Farm and in lieu thereof they may make a new footpath along the said boundary between the said point in the existing footpath and the lastly described road.

In the parish of Ruabon in the rural district of Wrexham in the county of Denbigh—

They may stop up and extinguish all rights of way over so much of the footpath which is carried over the Company's Shrewsbury and Chester Railway by means of a footbridge at a point thirteen and a half chains south-west of the bridge carrying the main road from Ruabon to Llangollen over that railway at the south-western end of Ruabon station as lies between the respective junctions of that footpath with the said road and with the main road leading from Ruabon to Oswestry.

In the parish and borough of Llanidloes in the county of Montgomery—

They may stop up and extinguish all rights of way (if any) over the Company's Cambrian Railway (Mid-Wales section) for a distance of twenty-five chains measured in a north-easterly direction from the bridge carrying the road leading from High Street to Vaenor Park over that railway at the south-western end of Llanidloes station.

In the parish of St. Harmons in the rural district of Rhayader in the county of Radnor—

They may alter the levels of so much of the road leading from Rhayader to Llanidloes as lies between points respectively two and a



half chains south-west and two and a half chains north-east of the bridge carrying that road over the Company's Cambrian Railway (Mid-Wales section) at or near the milepost on that railway indicating seventy-one and a quarter miles from Whitchurch station.

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In the parish of Portskewett in the rural district of Chepstow in the county of Monmouth—

They may alter and divert so much of the footpath leading from Southbrook to the main road leading from Newport to Chepstow which crosses the Company's South Wales Railway on the level at a point fourteen chains west of Portskewett station as lies between the southern boundary of the said railway and the junction of that footpath with the approach road to the said station.

In the parish of Rhyndwyclydach in the rural district of Pontardawe in the county of Glamorgan—

They may alter and divert so much of the footpath leading from Commercial Road Rhyd-y-fro to Tyn-y-pant as lies between points respectively four and a half chains and forty-four and a half chains south-west of the bridge carrying that footpath over the Upper Clydach River near Gelli-gron Mill Rhyd-y-fro and may stop up and extinguish all rights of way over the lands acquired by the Company for the purposes of the construction of Railway No. 5 authorised by the Great Western Railway Act 1911 for a distance of forty chains measured in a northerly direction from the last mentioned point.

**22.** Notwithstanding anything in this Act contained the following provisions for the protection of the Pewsey Rural District Council (in this section referred to as "the council") shall unless otherwise agreed in writing between the Company and the council have effect (that is to say) :—

For protec-  
tion of  
Pewsey  
Rural  
District  
Council.

- (1) The Company in carrying out the alteration of levels of the road in the parish of Burbage in the rural district of Pewsey by this Act

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—

authorised shall make the altered portion of the road on the northern side of the Company's railway horizontal instead of on a gradient of 1 in 20 as shown upon the deposited sections relating to the said work :

- (2) The Company shall provide such supporting works to the raised approaches to the bridge carrying the said road over the Company's railway as may be necessary and shall make up the road to its altered level with waterbound material tar sprayed :
- (3) On completion of the said works to the reasonable satisfaction of the surveyor to the council the council shall relieve the Company of any liability in respect of the maintenance of any portion of the said road and the said road shall thereupon become a highway repairable by the inhabitants at large :
- (4) Any difference which may arise between the Company and the council under the provisions of this section shall be referred to and determined by a single arbitrator to be appointed failing agreement between the parties 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 such reference and determination.

For protec-  
tion of  
Postmaster-  
General.

**23.**—(1) Notwithstanding the stopping up of the bridge over the Company's Bristol and Exeter Railway in the rural district of Tiverton under the section of this Act the marginal note of which is "Power to make alterations of roads footpaths &c." the Postmaster-General shall continue to have the same powers and rights in regard to any telegraphic line of the Postmaster-General which is in under upon along over or across the said bridge as if the same had not been stopped up Provided that if the Company desire to alter any such telegraphic line the enactments of section 7 of the Telegraph Act 1878 shall thereupon apply in all respects as if the Company were "undertakers" within the meaning of that Act.

(2) Before any portion of the Falmouth branch railway or of the Hayle Wharves branch railway is abandoned or discontinued under this Act all telegraphic

lines of the Postmaster-General existing in under upon along over or across such portion as aforesaid shall (if required by the Postmaster-General) be at the Company's expense removed therefrom in the case of the Falmouth branch railway to such position on the deviations or widenings of the said branch railway as shall be satisfactory to the Postmaster-General and in the case of the Hayle Wharves branch railway to such position as shall be so satisfactory. The Company shall give reasonable notice to the Postmaster-General before abandoning any portion of the said branch railways respectively.

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(3) "Telegraphic line" in this section has the same meaning as in the Telegraph Act 1878.

24. 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 (including the erection of garages and repair shops for the purposes of road transport) 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 and may exercise the powers following (that is to say):—

Power to  
Company to  
acquire  
additional  
lands.

In the county of Middlesex—

Lands in the parish and borough of Acton lying between the Company's Ealing and Shepherds Bush Railway and Masons Green Lane south-west of the bridge which carries that road over the said railway and in connection therewith they may stop up and extinguish all rights of way (a) over the said lands (b) over the said railway for a distance of five chains south-west of the said bridge and (c) over the footpath along the south-east boundary of the said railway between the said bridge and the said lands.

Lands in the parish and urban district of Hayes lying on and adjoining the northern side of the Company's main line of railway east of

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—

the bridge carrying that railway over the Grand Junction Canal at the eastern end of Hayes and Harlington station.

In the county of Wilts—

Lands in the parish and borough of Swindon lying between the Company's main line of railway and Shrivenham Road.

In the county of Devon—

Lands in the parish and urban district of Paignton lying on and adjoining the western side of the Company's Dartmouth and Torbay Railway and between Gerston Road and Sands Road.

Certain other lands in the said parish and urban district lying on and adjoining the western side of the said railway south of the bridge carrying Roundham Road over that railway.

In the county of Cornwall—

Lands in the parish of Budock Rural in the rural district of East Kerrier lying on and adjoining both sides of the Company's Falmouth branch railway and extending in a north-westerly direction from the bridge carrying the said branch over the road leading from Falmouth to Budock at the south-eastern end of Penmere Halt and in connection therewith they may stop up and extinguish all rights of way over the bridge at the north-western end of the said Halt.

Lands in the parish of St. Erth Rural in the rural district of West Penwith lying on and adjoining the north-western side of the Company's West Cornwall Railway south-west of St. Erth station.

Lands in the parish and urban district of Ludgvan lying on and adjoining the northern side of the said railway east of Marazion station.

Certain other lands in the said parish and urban district lying on and adjoining the southern side of the said railway east of the said station.

## In the county of Oxford—

Lands in the parishes of Cowley and Littlemore in the rural district of Headington lying on and adjoining the northern side of the Company's Princes Risborough and Oxford Railway and the western side of the road leading from Oxford to Wallingford which passes under the said railway at the eastern end of Morris Cowley station.

Certain other lands in the said parishes and rural district lying on and adjoining the southern side of the said railway and extending from the said road to the road which passes under the said railway at the eastern end of the sidings connecting the Morris Cowley Motor Works with that railway.

Lands in the said parish of Cowley lying on and adjoining the northern side of the said railway east of the said station.

## In the county of Warwick—

Lands in the parishes of Solihull and Packwood in the rural district of Solihull lying on and adjoining the north-eastern side of the Company's Oxford and Birmingham Railway north-west of Knowle and Dorridge station.

## In the county of Stafford—

Certain lands in the parish and urban district of Rowley Regis lying between the Company's goods depôt at Cradley Heath and Cradley station Forge Lane High Street and the river Stour and in connection therewith they may stop up and extinguish all rights of way over the said lands.

## In the county of Monmouth—

Certain lands in the parish and urban district of Chepstow lying on and adjoining the western side of the Company's South Wales Railway south of the bridge carrying that railway over the siding leading to Beaufort Quarry Chepstow.

Certain lands in the parish of Bedwas in the urban district of Bedwas and Machen lying on and adjoining the southern side of the



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—

Company's Brecon and Merthyr Tydfil Junction Railway at and near Bedwas station.

In the county of Glamorgan—

Lands in the parish and city and county borough of Cardiff lying on and adjoining the western side of the Penarth branch of the Company's Taff Vale Railway and extending from Fairwater Road to Waungron Road and in connection therewith they may stop up and extinguish all rights of way over the said branch between the said roads.

Lands in the parish of Llantwit Fardre in the rural district of Llantrisant and Llantwit Fardre lying on and adjoining the eastern boundary of the Treforest branch of the Company's Barry Railway north of the junction of that branch with the said railway.

Certain other lands in the said parish lying on and adjoining the western side of the said last-mentioned railway south of the said junction.

Lands in the parish and urban district of Gelligaer lying on and adjoining the north-eastern side of the Company's Rhymney Railway and the south-western side of the river Rhymney and north-west of the bridge carrying the road leading from High Street Troedrhiwrfuwch to Sebastopol over that railway.

Certain other lands in the said parish and urban district lying on and adjoining the western side of the Company's said railway and the southern side of Mill Road at and near Darran and Deri station.

Lands in the parish of Pyle in the rural district of Penybont abutting on the southern side of the road leading from Porthcawl to Pyle station at and near the junction of that road with the main road leading from Port Talbot to Bridgend at Ty-Draw Farm.

For protec-  
tion of  
Oxfordshire

**25.** Notwithstanding anything in this Act contained the Company shall not without the previous consent in writing of the Oxfordshire County Council or the Oxford

City Council as the case may be purchase or acquire any portion of the enclosures numbered respectively 5 in the parish of Littlemore and 2 in the parish of Cowley on the plans relating to the lands at Morris Cowley station which the Company are by this Act authorised to acquire.

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—  
County  
Council and  
Oxford City  
Council.

**26.** If at any time the Company acquire the whole or any part of the land in the parish and city and county borough of Cardiff lying on and adjoining the western side of the Penarth branch of the Company's Taff Vale Railway and extending from Fairwater Road to Waungron Road numbered 2 on the deposited plan (sheet No. 21) they shall forthwith give notice to the lord mayor aldermen and citizens of the city of Cardiff (in this section referred to as "the corporation") of such acquisition and if within two years after the receipt of such notice the corporation by notice in writing to the Company shall require them so to do they shall sell and convey to the corporation and the corporation may purchase such portion of the said land as they may require for the future widening of the said Waungron Road not exceeding fifteen feet in width. The price to be paid by the corporation for such land shall be a fair proportion of the price paid by the Company for the property of which such land forms part including the cost of erecting an unclimbable iron fence between such land and the remaining lands belonging to the vendor to the Company. In the event of any difference arising as to the sum payable by the corporation the same shall be referred to and determined by a surveyor appointed failing agreement on the application of either party after notice in writing to the other by the President of the Surveyors' Institute and subject thereto the provisions of the Arbitration Act 1889 and any statutory modification thereof shall apply thereto.

For protec-  
tion of  
lord mayor  
aldermen  
and citizens  
of city of  
Cardiff.

**27.** For the protection of the Gellygaer Urban District Council (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say) :—

For protec-  
tion of  
Gellygaer  
Urban  
District  
Council.

Nothing in this Act shall empower the Company to stop up or interfere with the existing public rights of way over the lands in the parish and urban district of Gellygaer at and near Darran

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and Deri station which the Company are by this Act authorised to acquire and as from their acquisition by the Company the whole of the said lands shall become a highway repairable by the inhabitants at large.

For protec-  
tion of  
trustees of  
will of  
Miss Emily  
Charlotte  
Talbot  
deceased.

**28.** Notwithstanding anything contained in this Act no portion of the land belonging to the trustees of the will of the late Miss Emily Charlotte Talbot and hereby authorised to be acquired by the Company shall be used otherwise than for the purpose of widening the road leading from Porthcawl to Pyle station at and near the junction of that road with the main road leading from Port Talbot to Bridgend at Ty-Draw Farm and all rights of access as at present enjoyed by the trustees between the said road and their adjoining lands shall be preserved to them over the land so proposed to be acquired and every part thereof.

Power to  
Joint Com-  
mittee to  
make new  
railway.

**29.** Subject to the provisions of this Act the Joint Committee may make and maintain in the lines and according to the levels shown on the deposited plan and section relating thereto the 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 Joint Committee.

The new railway hereinbefore referred to and authorised by this Act is—

A railway (No. 4) 3 furlongs and 6.50 chains in length wholly in the parish and borough of Chepping Wycombe in the county of Bucks commencing by a junction with the railway of the Joint Committee north-west of the bridge carrying that railway over Frogmoor Street and terminating in the field or enclosure numbered 218 on the 25-inch Ordnance map (edition 1925 sheet XLII.13) of that parish.

Rates and  
charges.

**30.** For the purposes of tolls fares rates and charges and for all other purposes the said Railways Nos. 1 2 and 3 shall form part of the undertaking of the Company and

the said Railway No. 4 part of the undertaking of the Joint Committee and the said deviations and widenings of railway part of the Falmouth branch railway of the Company.

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**31.** The provisions of the sections of this Act of which the marginal notes are "Power to deviate" and "Company not liable to repair surface of road the level of which is not permanently altered" shall apply and extend to the Joint Committee in the construction of Railway No. 4 by this Act authorised as if the Joint Committee had been referred to therein instead of the Company.

Application to Joint Committee of certain sections of Act.

**32.** Notwithstanding anything in this Act contained or shown on the deposited plans relating to Railway No. 4 by this Act authorised the Joint Committee shall not without the previous consent in writing of Frederick Parker and Sons Limited enter upon take or use any portion of the land belonging to that company north of the red line shown on the plan signed by Raymond Carpmael on behalf of the Joint Committee and Henry Gale Parker and Frederick George Parker on behalf of the said firm.

For protection of Frederick Parker and Sons Limited.

**33.** The Joint Committee may divert the footpath referred to in the next following table in the manner shown upon the deposited plan relating to Railway No. 4 by this Act authorised or as otherwise provided by this Act and subject to the provisions of this Act may stop up and cause to be discontinued as a footpath so much of the existing footpath as will be rendered unnecessary by the new portion of footpath as shown on the said plan (that is to say):—

Power to divert foot path as shown on deposited plan.

Railway.	Area.	Number of footpath on deposited plan.
No. 4	Parish and borough of Chepping Wycombe.	3

**34.** Subject to the provisions of this Act and in addition to the other lands which the Joint Committee

Power to Joint Committee to

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—  
acquire  
additional  
lands.

are by this Act authorised to acquire the Joint Committee may enter upon take use and appropriate for the purposes aforesaid and for the general purposes (including the erection of garages and repair shops for the purposes of road transport) of their undertaking the lands following delineated on the deposited plan thereof and described in the deposited book of reference thereto (that is to say) :—

In the County of Middlesex—

Lands in the parish of Harefield in the rural district of Uxbridge lying on and adjoining the southern side of the Northolt and Wycombe Railway of the Joint Committee west of the road leading from Harefield to Uxbridge which passes over the said railway at the eastern end of Harefield Halt.

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

**35.** 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 and is open for public use or in case of difference between the Company or the Joint Committee as the case may be and the road authority until two justices shall have certified that the diverted or new road or footpath has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company or the Joint Committee as the case may be shall give to the road authority of the district in which the existing road or footpath is situate 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 diverted or 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 or the Joint Committee as the case may be 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 or the Joint Committee as the case may be :

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Provided that the Company or the Joint Committee as the case may be 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.

**36.** 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 if the Company or the Joint Committee as the case may be shall so determine and give notice in writing of such their determination to the owner of any right of way referred to therein. Provided that the Company or the Joint Committee as the case may be 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.

As to private rights of way over lands taken compulsorily.

**37.** The roads streets footpaths and highways to be made altered or diverted under the authority of this Act (except the stone steel or other structure of any bridge carrying the same over or under any railway of the Company or the Joint Committee which structure except where otherwise expressly provided by this Act shall be repaired and maintained by and at the expense of the Company or the Joint Committee as the case may be) shall unless otherwise agreed or otherwise specially provided by this Act when completed respectively be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portion or portions of the same roads streets and footpaths now devolves.

Provision as to repair of new roads and footpaths.

**38.** The Company or the Joint Committee as the case may be 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

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

A.D. 1929. street footpath or highway to be substituted therefor and with reference to any other matters relating thereto and if so agreed the Company or the Joint Committee as the case may be 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.

**39.** 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.

**40.** In constructing the works other than the railways and deviations and widenings of railway and works in connection therewith by this Act authorised the Company may deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and from the levels thereof as shown on the deposited sections to any extent not exceeding five feet but not so as to increase the rate of inclination as shown on the deposited sections of any new or altered road or street where such rate is greater than the rate of inclination prescribed by the Railways Clauses Consolidation Act 1845 and where such rate is less than that so prescribed it may be increased to such prescribed rate except where otherwise expressly provided by this Act :

Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Period for completion of railways.

**41.** If the railways are not completed before the first day of October one thousand nine hundred and thirty-four then as from that date the powers by this Act granted to the Company or the Joint Committee as the case may be for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Imposing penalty unless railways opened.

**42.** If the Company or the Joint Committee as the case may be fail within the period limited by this Act to complete the respective railways by this Act authorised and open the same for public traffic they shall respectively be liable in respect of each such railway to a penalty of

fifty pounds a day for every day after the expiration of the period so limited until the same is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works. A.D. 1929.

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 Minister of Transport that the Company or the Joint Committee as the case may be were prevented from completing or opening such railway by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

**43.** 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 has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway in respect of which the penalty has been incurred or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company or the Joint Committee as the case may be by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit. Application  
of penalty.

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If no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has 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 or the Joint Committee as the case may be is insolvent or the railway in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company or the Joint Committee as the case may be for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company or the Joint Committee as the case may be.

Period for compulsory purchase of lands.

**44.** The powers of this Act for the compulsory purchase of lands by the Company and the Joint Committee respectively shall cease on the first day of October one thousand nine hundred and thirty-two.

Power to owners to grant easements &c.

**45.** 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 or the Joint Committee as the case may be 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 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.

Compensation in case of recently altered buildings acquired by Company or Joint Committee.

**46.** In settling any question of disputed purchase money or compensation payable under this Act by the Company or the Joint Committee as the case may be 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-eight 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. A.D. 1929.

47. And whereas in the construction of the 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 Part of 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 hereinafter included in the term "the owner" and the said properties are hereinafter 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 arbitrator to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the arbitrator") shall in addition to the other questions required to be determined by



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him determine whether the portion of the scheduled property specified in the 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 arbitrator determines 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 arbitrator 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 arbitrator :
- (5) If the arbitrator determines 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 arbitrator may in his absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :
- (6) If the arbitrator determines 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 he 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 arbitrator determines 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 arbitrator shall having regard to the circumstances of the case and his 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.

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

The provisions of this section shall apply and extend to the Joint Committee as if the Joint Committee and the Second Part of the said schedule had been referred to therein instead of the Company and the First Part of that schedule.

**48.** The Company may hold use and appropriate for the general purposes (including the erection of garages and repair shops for the purposes of road transport) 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):—

Confirma-  
tion of  
purchase of  
lands by  
Company.

In the county of Middlesex—

Lands in the parish and borough of Acton lying on and adjoining the southern side of the Company's Acton and Northolt Railway and extending between points respectively four and a half chains and fifteen and a half chains east of Park Royal station :

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Lands in the parish and borough of Ealing lying on and adjoining the southern side of the Company's Acton and Northolt Railway and extending between points respectively seventeen chains and twenty-three chains west of Greenford station.

In the county of Berks—

Lands in the parish of Burghfield in the rural district of Bradfield lying on and adjoining the eastern side of the Company's Basingstoke branch railway and extending in a northerly direction for a distance of thirty-three chains from the bridge carrying the road leading from Pingewood to Threemile Cross over that railway:

Lands in the parish of Theale in the rural district of Bradfield lying on and adjoining the northern side of the Company's Berks and Hants Railway and the eastern side of Wigmore Lane and extending from that railway to Bath Road being the fields or enclosures numbered 124 and 125 (part) on the 25-inch Ordnance map (edition 1912 sheets XXXVI. 8 and 12) of that parish:

Lands in the parish of Appleford in the rural district of Abingdon lying on and adjoining the western side of the Company's Oxford branch railway and extending in a southerly direction for a distance of sixteen and a half chains from the bridge (known as Appleford Viaduct) carrying that railway over the river Thames.

In the county of Wilts—

Lands in the parish of Wootton Bassett in the rural district of Cricklade and Wootton Bassett lying on and adjoining the northern side of the Company's main line railway and forming the site of the siding which connects the depôt of the United Dairies Company Limited at the eastern end of Wootton Bassett station with that railway.

In the county of Gloucester—

Lands in the parish of Henbury in the rural district of Thornbury lying on and adjoining

the western side of the Company's Avonmouth and Pilning Railway at and near the junction of that railway with the Company's Avonmouth and Filton Railway :

Lands in the parish of Sapperton in the rural district of Cirencester lying on and adjoining the southern side of the Company's Cheltenham and Great Western Union Railway and extending between points respectively twelve chains and twenty-four chains west of the bridge carrying that railway over the road leading from Chalford to Frampton Mansell :

Lands in the parish of Tidenham in the rural district of Lydney lying on and adjoining both sides of the siding which connects Sedbury Camp with the Company's South Wales Railway and being portions of the enclosures numbered respectively 1095 1095A 1097 1116 and 1118A on the 25-inch Ordnance map (edition 1921 sheet LIV. 11) of that parish :

Lands in the parish of Chipping Campden in the rural district of Campden lying on and adjoining the western side of the Company's Oxford Worcester and Wolverhampton Railway and extending in a southerly direction for a distance of fifteen chains from the level crossing of that railway by the road leading from Chipping Campden to Ebrington at the northern end of Campden station.

In the county of Somerset—

Lands in the parish and city and county borough of Bristol lying on and adjoining the southern side of the river Avon and the eastern side of Bath Road and extending along the southern bank of that river for a distance of eighteen chains from Bath Bridge and along both sides of the Company's Bristol and Exeter Railway for a distance of four chains from the said river :

Lands in the parishes of Portbury and Easton-in-Gordano in the rural district of Long Ashton lying on and adjoining the northern side of the

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Company's Bristol and Portishead Railway and extending in a westerly direction for a distance of forty-six chains from the bridge carrying the road adjoining Court House Farm over that railway :

Lands in the parish of St. James (Within) in the borough of Taunton lying on and adjoining the eastern side of Plais Street and extending between points respectively one chain and six chains south of the junction of that street with Prior's Wood Road :

Lands in the parish of West Cranmore in the rural district of Shepton Mallett lying on and adjoining the northern side of the Company's East Somerset Railway and extending between points respectively twenty chains and twenty-eight chains west of Cranmore station :

Lands in the parish of Wanstrow in the rural district of Frome lying on and adjoining the southern side of the Company's East Somerset Railway (a) extending in a westerly direction for a distance of two chains from the road leading from Bruton to Wanstrow which passes under that railway at the eastern end of Wanstrow station and (b) extending between points respectively seven chains and fourteen chains west of that road.

In the county of Devon—

Lands in the parish of Burlescombe in the rural district of Culmstock lying on and adjoining the western side of the Company's Bristol and Exeter Railway and extending between points respectively four and a half chains and ten chains south of the bridge carrying the road leading from Tiverton to Taunton over that railway at and near Sampford siding :

Lands in the parish of Silvertown in the rural district of Tiverton lying on and adjoining the southern side of the Company's Bristol and Exeter Railway and extending between points respectively seven and a half chains and twenty-seven and a half chains east of Silvertown station :



Lands in the parish of Teignmouth in the urban district of Teignmouth lying on and adjoining the western side of the Company's South Devon Railway and abutting on East Cliff Walk at and near the bridge carrying East Cliff Walk over that railway: A.D. 1929.

Lands in the parish and city and county borough of Plymouth lying on and adjoining the south-western side of the Company's Cornwall Railway and extending in a south-easterly direction for a distance of six chains from the Royal Albert Bridge at Saltash.

In the county of Cornwall—

Lands in the parish and borough of Lostwithiel and in the parish of St. Winnow in the rural district of Bodmin lying on and adjoining the eastern side of the Company's Cornwall Railway and extending between points respectively one and a half chains and twelve and a half chains south of the road which crosses that railway on the level at the northern end of Lostwithiel station:

Lands in the parish of Perranarworthal in the rural district of East Kerrier lying on and adjoining the northern side of the Company's Falmouth branch railway and extending between points respectively five chains and fifteen chains west of Perranwell station:

Lands in the parish and urban district of Redruth lying on and adjoining the western side of the Company's West Cornwall Railway and extending between points respectively fourteen chains and nineteen chains north of the bridge carrying that railway over Drump Road:

Lands in the parish of Wendron in the rural district of Helston lying on and adjoining the south-western side of the approach road to Helston station at and near its termination opposite the booking office at that station.

In the county of Oxford—

Lands in the parish of Shipton-on-Cherwell in the rural district of Woodstock lying on and

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adjoining the western side of the Company's Oxford and Birmingham Railway and extending between points respectively thirty-two and a half chains and fifty-two and a half chains south of Bletchington station :

Lands in the parish of Langford in the rural district of Witney lying on and adjoining the south-eastern side of the Company's Fairford branch railway and the south-western side of the road leading from Langford to Grafton at and near Kelmscot and Langford station :

Lands in the parish of Churchill in the rural district of Chipping Norton lying on and adjoining the eastern side of the Company's Banbury and Cheltenham Railway and extending in a northerly direction for a distance of seven chains from the road which passes under that railway at the southern end of Sarsden Halt.

In the county of Worcester—

Lands in the parish of Elmley Lovett in the rural district of Droitwich lying on and adjoining the northern side of the Company's Oxford Worcester and Wolverhampton Railway and extending in a westerly direction for a distance of eleven chains from the bridge carrying that railway over the road leading from Doverdale to Cutnall Green :

Certain other lands in the said parish lying on and adjoining the southern side of the said railway and extending in a westerly direction for a distance of three chains from the last-mentioned bridge :

Lands in the parish and county borough of Dudley lying on and adjoining the south-western side of the Company's Withymoor Basin branch railway and extending between points respectively one and a half chains and seven chains south-east of the bridge carrying that railway over Baptist End Road at the south-eastern end of Baptist End Halt :

Lands in the parish and urban district of Oldbury A.D. 1929.  
lying on and adjoining the south-western side  
of the Company's Oldbury branch railway  
and extending (a) in a south-westerly direction  
for a distance of two chains from the road  
leading from Rounds Green Road to Inker-  
man Street and (b) between points respectively  
five chains and ten chains south-east of that  
road.

In the county of Warwick—

Lands in the parish and city and county borough  
of Birmingham lying on and adjoining the  
north-western side of the Company's Birming-  
ham and North Warwickshire Railway and  
extending between points respectively twenty-  
seven chains and thirty-five chains north-east  
of Hall Green station.

In the county of Hereford—

Lands in the parish of All Saints in the city and  
borough of Hereford lying on and adjoining  
the north-eastern side of North Villa Road  
and the north western side of the private road  
which separates the said lands from the  
property known as North Villas and extending  
in a north-westerly direction for a distance of  
two and a half chains from that road.

In the county of Stafford—

Lands in the parish and borough of Wednesbury  
lying on and adjoining the southern side of  
the loop line connecting the Princes End  
branch of the London Midland and Scottish  
Railway with the Birmingham Wolverhampton  
and Dudley Railway of the Company at  
and near Wednesbury station:

Lands in the parish and county borough of  
Wolverhampton lying on and adjoining the  
western side of the Company's Victoria Basin  
branch railway and extending from the  
goods station on that railway known as  
Herbert Street goods depôt to Little's Lane.

In the county of Salop—

Lands in the parish of Wombridge in the urban  
district of Oakengates lying on and adjoining

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the north-eastern side of the Company's Shrewsbury and Birmingham Railway and extending between points respectively four and a half chains and thirteen and a half chains north-west of the bridge carrying that railway over Watling Street at Oakengates:

Lands in the parish of Wellington Rural in the rural district of Wellington lying on and adjoining the western side of the Company's Wellington and Severn Junction Railway and extending between points respectively eleven and a half chains and thirty-two and a half chains south of Watling Street which crosses that railway on the level at the northern end of Ketley station:

Lands in the parish of Ercall Magna in the rural district of Wellington lying on and adjoining the western side of the Company's Wellington and Market Drayton Railway being part of the field or enclosure numbered 189 on the 25-inch Ordnance map (second edition 1902 sheet XXIX.4) of that parish:

Lands in the parish of Buildwas in the rural district of Atcham lying on and adjoining the southern side of the Company's Severn Valley Railway and the western side of the road leading from Much Wenlock to the main road leading from Shrewsbury to Wellington which crosses that railway on the level near Buildwas Abbey and extending from that level crossing along the said railway for a distance of ten chains and along the first mentioned road for a distance of nineteen chains.

In the county of Flint—

Lands in the parish of Marford and Hoseley in the rural district of Hawarden lying on and adjoining the eastern side of the Company's Shrewsbury and Chester Railway and extending in a southerly direction for a distance of nine chains from the sidings connecting the Rossett Sand and Gravel Company's gravel pit with that railway.

In the county of Chester—

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Lands in the parish of Pulford in the rural district of Chester lying on and adjoining the western side of the Company's Shrewsbury and Chester Railway and extending in a northerly direction for a distance of two chains from the road leading from Dodleston to Pulford which crosses that railway on the level near Pulford siding :

Lands in the parish of Dodleston in the rural district of Chester lying on and adjoining both sides of the Company's Shrewsbury and Chester Railway and both sides of the road leading from Dodleston to Chester which crosses that railway on the level at the southern end of Balderton station.

In the county of Radnor—

Lands in the parish of Llansantffraid-Cwmdeuddwr in the rural district of Rhayader lying on and adjoining the eastern side of the Company's Mid-Wales Railway the northern side of the road leading from Rhayader to Rhayader station and the western side of the river Wye.

In the county of Monmouth—

Lands in the parishes of Saint Woollos and Rogerstone in the rural district of Saint Mellons situate in Tredegar Park and extending from a point twenty-nine chains west of the bridge carrying the Company's Monmouthshire (Western Valleys) Railway over the main road leading from Cardiff to Newport at Maesglas to the bridge carrying the said railway over the road leading from Caerphilly to Newport at Pye Corner and forming the site of the railway known as the Park Mile Railway :

Lands in the parish and urban district of Abercarn lying on and adjoining the western side of the Company's Newport Abergavenny and Hereford (Taff Vale Extension) Railway and extending between points respectively three and a half chains and twenty-two and a half chains south of Crumlin (High Level) station :



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Lands in the parish and urban district of Mynyddislwyn lying on and adjoining the eastern side of the Company's Pennar branch railway and extending between points respectively nine chains and twenty chains south of the road leading from Pont Syr-Dafydd to Oakdale which crosses that railway on the level at Rhiw Syr-Dafydd :

Lands in the parish of Ebbw Vale in the urban district of Ebbw Vale lying on and adjoining the eastern side of the Company's Monmouthshire (Western Valleys) Railway and between that railway and the road which is carried over that railway by means of a bridge at the northern end of Marine Colliery platform and extending between points respectively two and a half chains and thirty-seven and a half chains south of that bridge :

Certain other lands in the said parish and urban district lying between the said railway and Glan Ebbw Terrace and extending in a southerly direction for a distance of seven and a half chains from the bridge carrying the public road over that railway at the northern end of Victoria station :

Lands in the parish of Machen Upper in the urban district of Bedwas and Machen lying on and adjoining the southern side of the Company's Brecon and Merthyr Tydfil Junction Railway and extending between points respectively one and a half chains and four and a half chains east of the bridge carrying the public road over that railway at the eastern end of Machen station.

In the county of Glamorgan--

Lands in the parish of Llanilltern in the rural district of Cardiff lying on and adjoining the northern side of the Company's Taff Vale Railway and extending between points respectively eight chains and twelve chains west of the bridge carrying that railway over the main road leading from Llantrisant to Cardiff at Capel Llanilltern :

Lands in the parish of Whitchurch in the rural district of Cardiff lying on and adjoining the northern side of the Company's Cardiff Railway and extending in a westerly direction for a distance of four and a half chains from the stream known as Whitchurch Brook which passes under that railway at the eastern end of Rhiwbina Halt: A.D. 1929.

Lands in the parish and urban district of Gelligaer lying on and adjoining the eastern side of the Company's Brecon and Merthyr Tydfil Junction Railway and abutting on the southern side of the road which passes under the said railway at the southern end of Fochriw station:

Lands in the parish and urban district of Rhondda lying on and adjoining the north-eastern side of the Rhondda-Fawr branch of the Company's Taff Vale Railway and extending in a north-westerly direction for a distance of eleven chains from the bridge carrying that railway over the river Rhondda at the south-eastern end of Treherbert station:

Lands in the parish and urban district of Aberdare lying on and adjoining the south-western side of the Company's Merthyr branch railway and the north-eastern side of Colliers Row and at and near Abernant station:

Lands in the parishes of Resolven and Blaengwrach in the rural district of Neath lying on and adjoining the southern side of the Company's Vale of Neath Railway and between a point two chains west of Rheola Terrace and the stream (known as Nant-Gwrach) which passes under that railway at the western end of Glyn Neath station:

Lands in the said parish of Blaengwrach lying on and adjoining the northern side of the Company's Vale of Neath Railway at or near Glyn Neath station and extending in an easterly direction for a distance of twenty chains from the said stream.

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In the county of Carmarthen—

Lands in the Parish of Pembrey in the rural district of Llanelly lying on and adjoining both sides of the Company's South Wales Railway and forming the site of the approach roads to Lando Halt:

Lands in the parish of Llanpumsaint in the rural district of Carmarthen lying on and adjoining the northern side of the Company's Carmarthen and Cardigan Railway and extending between points respectively sixty-two chains and ninety-nine chains east of Conwil station.

In the county of Pembroke—

Lands in the parish of Maenclochog in the rural district of Narberth being the enclosures numbered respectively 115 116 117 118 119 120 121 122 123 124 139 149 201 204 205 206 and 207 on the 25-inch Ordnance map (edition 1907 sheets XVII.4 and XVIII.1) of that parish:

Lands in the parish of Milford in the urban district of Milford Haven lying on and adjoining the western side of the Company's Milford branch railway partly forming the site of the siding connecting the factory of Maconochie Brothers Limited with that railway and between points respectively five chains and twelve chains south of the bridge carrying the road leading from Thornton to Steynton over that railway.

For protec-  
tion of  
Bristol  
Corporation.

**49.** For the protection of the lord mayor aldermen and burgesses of the city of Bristol (in this section referred to as "the corporation") the following provisions shall notwithstanding anything in this Act contained and unless otherwise agreed in writing between the corporation and the Company apply and have effect (that is to say):—

- (1) Unless the sewer belonging to the corporation and situated in the lands in the parish and city and county borough of Bristol referred to in the section of this Act of which the marginal note is "Confirmation of purchase of lands by Company" shall be diverted in accordance

with the provisions hereinafter contained the Company shall before constructing or laying down any railways sidings buildings or other works upon the said lands or any part thereof give not less than twenty-eight days' notice in writing to the corporation of their intention so to do specifying the works so proposed to be constructed or laid down and they shall construct and shall at all times thereafter maintain such works as the corporation may reasonably require for the protection of the said sewer and shall provide two manholes in the said sewer at points to be agreed or failing agreement to be determined by arbitration for the purpose of enabling the corporation to have access to such sewer. The corporation shall at all reasonable times have the right of entry to and upon the said lands for the purpose of obtaining access to the said sewer by means of such manholes as last aforesaid :

- (2) If at any time the Company shall give to the corporation notice in writing of their desire that the said sewer or any portion thereof shall be diverted (a) into another portion of the said lands or into other lands of the Company or (b) into the lands of persons other than the Company or into the public streets or partly in one way and partly in the other the corporation shall divert the said sewer or portion thereof accordingly so that the same as diverted shall be as efficient for the conveyance of sewage or drainage as at present and the Company shall on demand repay to the corporation the expenses reasonably incurred by the corporation in or in connection with such diversion :
- (3) If any difference shall arise between the Company and the corporation under this section the matter in difference shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party 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 arbitration.

A.D. 1929.  
—  
Confirma-  
tion of  
purchase of  
land by two  
Companies.

50. The two Companies may hold use and appropriate for the general purposes (including the erection of garages and repair shops for the purposes of road transport) of their undertaking the following lands and properties which have already been acquired by them and the expenditure of money by the two Companies in or about the purchase or acquisition thereof or the works executed thereon is hereby sanctioned and confirmed (that is to say):—

In the county of Gloucester—

Lands in the parish of Lydney in the rural district of Lydney lying on and adjoining the southern side of the Severn and Wye Railway of the two Companies and extending in a south-westerly direction for a distance of eighteen and a half chains from the tunnel on that railway at the western end of Severn Bridge station.

In the county of Warwick—

Lands in the parish and city and county borough of Birmingham lying on and adjoining the northern side of the Halesowen branch railway of the two Companies and extending between points respectively three and a half chains east and eleven and a half chains west of the bridge carrying Bristol Road over that railway:

Certain other lands in the said parish lying on and adjoining the southern side of the said railway and extending between points respectively six chains and ten chains west of the said bridge.

In the county of Salop—

Lands in the parish of Bromfield in the rural district of Ludlow lying on and adjoining the south-western side of the Shrewsbury and Hereford Railway of the two Companies and extending in a north-westerly direction for a distance of twenty-seven chains from the bridge carrying that railway over the river Corve at a point thirty-four chains north-west of Ludlow station.



**51.**—(1) The Company may provide and maintain hotels and other like accommodation in any district in which a station on any railway owned or worked by them either solely or jointly with any other company is situate and acquire by agreement and hold land for such purpose and may furnish stock equip manage and conduct such hotels and accommodation and the business thereof and may subscribe to the funds of or advance money to any company body or person providing owning or leasing hotels in such districts.

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—  
Power to  
Company to  
provide and  
maintain  
hotels.

(2) The Company shall not without the previous consent of the Minister of Transport exercise the powers of this section with respect to any hotel or accommodation which is situate at a greater distance than five miles from any railway station of the Company.

**52.** The provisions of the London Building Acts 1894 to 1928 and any Acts amending the same and any byelaws and regulations in force thereunder respectively shall apply to any buildings in the administrative county of London erected or constructed under the powers contained in the section of this Act of which the marginal note is "Power to Company to provide and maintain hotels."

Application  
of London  
Building  
Acts.

**53.** The power conferred upon the Company by section 109 of the Railways Clauses Consolidation Act 1845 to make byelaws shall include power to make byelaws for the regulation of vehicular and pedestrian traffic upon the bridge belonging to the Company over the river Mawddwy near Barmouth in the county of Merioneth which adjoins the bridge carrying the Company's Cambrian Railway (Aberystwyth and Welsh coast section) over that river.

Power to  
Company to  
make bye-  
laws as to  
Barmouth  
Bridge.

**54.** Notwithstanding anything to the contrary contained in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company the Company shall not be required to sell or dispose of any lands which have from time to time been purchased or acquired by the Company or any lands acquired by the Company under the provisions of this Act and which lands are not immediately or may not hereafter be required for the purposes of the undertaking of the Company but the Company may retain use and appropriate the said lands for the general

Power to  
Company  
&c. to  
lease or  
dispose of  
lands.

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purposes of their undertaking or may sell lease or otherwise dispose of such lands in such manner at such time or times to such person or persons and on such terms and conditions as they may think fit.

The provisions of this section shall also extend and apply to the Company and any other company in respect of lands acquired or held by them jointly and to any joint committee incorporated or constituted by Act of Parliament on which the Company may be represented as if those companies jointly with any such joint committee respectively had been referred to in this section in addition to the Company.

Section 45 of the Great Western Railway (Additional Powers) Act 1923 is hereby repealed.

Release of obligations of Company under section 40 of Act of 1924.

**55.** As from the passing of this Act the Company shall be released from the obligations contained in subsections (3) and (4) of section 40 (For protection of the Mynyddislwyn and Bedwelty Urban District Councils) of the Great Western Railway (Additional Powers) Act 1924 to provide the services of trains therein specified or referred to.

Revival of powers for construction of railways authorised by Act of 1911.

**56.** The powers of the Company for the construction of Railways Nos. 2 3 and 5 authorised by the Great Western Railway Act 1911 so far as such powers have not been exercised are hereby revived and extended and may be exercised by the Company during but not after the expiration of five years from the passing of this Act and sections 30 and 31 of the said Act of 1911 shall be read and construed as if the period limited for the completion thereof had been the period limited by this Act.

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

Extension of time for sale of certain lands.

**57.** The periods as now limited by section 62 of the Great Western Railway (Additional Powers) Act 1924 for the sale of certain lands referred to in section 98 of the Great Western Railway Act 1912 and of the lands acquired by the Company for the purposes of the harbour works and railways at Weymouth authorised to

be abandoned by the Great Western Railway Act 1913 are hereby extended until the first day of October one thousand nine hundred and thirty-four. A.D. 1929.

**58.** The period as now limited by the Great Western Railway Act 1927 for the completion of— Extension of time for completion of railways.

- (a) Railway No. 4 authorised by the Great Western Railway Act 1911;
- (b) Railways Nos. 1 4 and 5 authorised by the Great Western Railway Act 1912;
- (c) Railway No. 5 authorised by the Great Western Railway Act 1914;

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

**59.** The period limited by the Great Western Railway Act 1926 for the compulsory purchase of— Extension of time for compulsory purchase of lands.

- (1) Lands in the parish and city and county borough of Worcester and in the parish of Upper Swinford in the borough of Stourbridge and in the parish of Pedmore in the rural district of Bromsgrove in the county of Worcester;
- (2) Lands in the parish of Abergavenny urban and borough of Abergavenny and in the parish of Abergavenny Rural in the rural district of Abergavenny in the county of Monmouth;
- (3) Lands in the parish and city and county borough of Cardiff in the county of Glamorgan and in the parish of Rumney in the rural district of St. Mellons in the county of Monmouth; and
- (4) Lands in the parish and county borough of Swansea in the county of Glamorgan required for the purposes of or in connection with the railway and the alteration of road and construction of bridge respectively authorised by the said Act;

and the period as now limited by the Great Western Railway Act 1927 for the compulsory purchase of—

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

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- (b) lands authorised to be acquired by the Great Western Railway Act 1914 which are specified in Part 1 of the Second Schedule hereto and the lands authorised to be acquired for the purposes of the works specified in Part 2 of that schedule 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 the twenty-eighth day of June one thousand nine hundred and twenty-six;
- (c) lands authorised to be acquired by the Great Western Railway (Additional Powers) Act 1924 situate in the parish and metropolitan borough of Paddington in the county of London and in the parishes of Undy Llanvihangel Roggiett and Roggiett in the rural district of Chepstow in the county of Monmouth;

are hereby respectively extended until the first day of October one thousand nine hundred and thirty-one but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised.

Abandonment of railways &c.

**60.**—(1) The Company may abandon (i) the maintenance and use of—

- (a) the Hayle Wharves branch railway authorised by the Act 4 & 5 Will. IV. c. 68;
- (b) the Rassa tramroad authorised by the Act 32 Geo. III. c. 102;
- (c) Railway No. 8 authorised by the Rhondda and Swansea Bay Railway Act 1892;
- (d) the Newquay Harbour Railway authorised by the Act 7 & 8 Vict. c. 23 and the harbour and works at Newquay authorised by the Act 1 & 2 Vict. c. 84; and
- (e) the dock known as the Town Dock situate in the county borough of Newport in the county of Monmouth authorised by the Act 5 & 6 Will. IV. c. 75 and the Newport (Monmouthshire) Docks Act 1854;

and (ii) the construction of Railways Nos. 6 and 7 authorised by the Great Western Railway (New Railways)

Act 1905 so far as they were not abandoned by the Great Western Railway Act 1908 or have not already been completed and of Deviation Railway No. 1 authorised by the said Act of 1908 and of the Cylla Branch Railway authorised by the Rhymney Railway Act 1895 so far as that deviation railway and railway have not already been completed and thereupon subject to the provisions of this Act all the powers and obligations conferred or imposed upon the Company with respect to or in connection with the said works by this Act authorised to be abandoned shall cease :

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Provided that at least one month before closing the said dock the Company shall give notice of the date of closing by placards fixed in conspicuous positions on the dock and at such other positions near the dock as they may deem most convenient for persons interested therein and by advertisement once at least in two successive weeks in a newspaper or newspapers circulating in the said county borough.

(2) Upon the abandonment by the Company of the said harbour and works at Newquay the lands forming the site thereof together with the tunnel leading thereto which are shown coloured pink on the plan signed by Sir Arthur Churchman the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (of which plan one copy has been deposited in the Committee and Private Bill Office of the House of Commons and one copy has been deposited in the Parliament Office of the House of Lords) shall by virtue of this Act and without any deed of conveyance or other assurance become and be vested in the Newquay Urban District Council freed and discharged from all rights and interests of the Company therein and thereover and may be used by the said Council for such purposes as they may think fit and the Minister of Health may sanction.

**61.** Notwithstanding anything to the contrary contained in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company the Company subject to the provisions of subsection (2) of the last preceding section and to any estates rights and interests therein existing at the passing of this Act may retain use and appropriate for the general purposes of their undertaking the whole or such part as they may think fit of the lands and property forming the site of or acquired in connection

Power to  
retain or  
sell lands.



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with the said works authorised to be abandoned by this Act for their estate and interest therein or may sell lease or otherwise dispose of such lands and property or the remainder thereof for their estate and interest therein in such manner at such time or times to such person or persons and on such terms and conditions as they may think fit.

Compensa-  
tion for  
damage to  
land by  
entry &c.  
for purposes  
of railways  
abandoned.

**62.** The abandonment by the Company under the authority of this Act of the said railways and deviation railway authorised by the said Great Western Railway (New Railways) Act 1905 and the Great Western Railway Act 1908 and the Rhymney Railway Act 1895 respectively shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company for the purposes of the said railways or deviation railway to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the respective Acts authorising the construction of the said railways or deviation railway.

Compensa-  
tion to be  
made in  
respect of  
railways  
abandoned.

**63.** Where before the passing of this Act any contract has been entered into or notice been given by the Company for the purchase of any land for the purposes of or in relation to the railways or deviation railway or any part thereof referred to in the last preceding section of this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for

determining the amount and application of compensation to be paid for lands taken under the provisions thereof. A.D. 1929.

**64.**—(1) Except as in this section otherwise provided nothing in this Act shall be deemed to relieve the Company of any liability which they may be under at the date of the passing of this Act in respect of the maintenance of any bridge (which expression includes the approaches thereto) carrying a highway over the railways authorised to be abandoned by this Act and of the highway thereon. As to bridges.

(2) The Company may at any time give to the authority body or person by whom the highway on either side of such bridge is maintained (hereinafter referred to as "the road authority") three calendar months' notice in writing requiring the road authority to take over the future maintenance of the bridge and the highway thereon upon terms to be agreed between the company and the road authority or in default of agreement to be determined by arbitration and when and so soon as such terms have been so agreed or determined the said bridge and the site thereof shall by virtue of this Act be vested in the road authority who shall become and continue to be liable for the maintenance of the bridge and the highway thereon and all obligations upon the Company in respect thereof shall cease.

(3) The Company may at any time remove any such bridge and substitute a solid embankment therefor and alter the level of the highway (but not so as to increase the gradient thereof) and may carry out such other works as may be necessary or desirable in connection therewith and in the event of the Company carrying out such works and restoring the surface of the highway to the reasonable satisfaction of the road authority the embankment and works and the site thereof and the highway thereon shall on the expiration of twelve calendar months after the completion of the before-mentioned works by virtue of this Act be vested in the road authority and thereupon all obligations upon the Company in respect thereof shall cease.

(4) Any difference arising between the Company and the road authority respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed failing agreement

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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.

For protec-  
tion of  
Hotel  
Victoria  
(Newquay)  
Limited.

**65.** For the protection of the Hotel Victoria (Newquay) Limited their successors and assigns (in this section referred to as "the hotel company") the following provisions shall unless otherwise agreed by the hotel company in writing apply and have effect:—

- (1) No portion of the site of the Newquay Harbour Railway which abuts on property now vested in the hotel company shall be used for any purpose other than that of a road or footpath:
- (2) No erection of any kind whatsoever shall be placed or erected on the said portion of the site of the said railway so as to project more than twelve feet above the rail level of the railway as it existed immediately prior to the removal of the rails thereof.

For protec-  
tion of  
Newport  
Corpora-  
tion and  
Viscount  
Tredegar.

**66.** Notwithstanding the abandonment of the said Town Dock at Newport or anything in this Act the following provisions for the protection of the mayor aldermen and burgesses of the county borough of Newport (hereinafter referred to as "the corporation") and of the Right Honourable Courtenay Charles Evan Viscount Tredegar and his sequel in estate or other the owner for the time being of the Tredegar settled estates (hereinafter referred to as "the owner") the following provisions shall have effect:—

- (1) Except as may be otherwise agreed in writing between the Company the corporation and the owner the Company shall—

(a) continue to maintain the aqueduct or watercourse constructed under the powers of the Newport (Monmouthshire) Docks Act 1854 between the river Ebbw and the said Town Dock in a proper state of repair and so as to secure the unobstructed flow of water through the said aqueduct or watercourse to the like extent and in like manner as water could flow through it at the date of the passing of this Act; and

(b) permit water to flow as heretofore through the said aqueduct or watercourse at all times hereafter so as to prevent as far as practicable the water in the said aqueduct or watercourse becoming stagnant or offensive to any person or persons owning or occupying the land in which the aqueduct or watercourse is situate or using any public street or footpath over adjacent or in the neighbourhood thereof : A.D. 1929.

Provided that any water flowing through the aqueduct or watercourse may be used by the Company for such purpose as the Company may think fit subject to the rights of the owner and his lessees and tenants under the agreement made the twenty-sixth day of December eighteen hundred and fifty-seven between Charles Octavius Swinnerton Morgan of the first part Sir Charles Morgan Robinson Morgan Baronet of the second part and the Newport Docks Company of the third part :

- (2) The Company shall not except with the consent in writing of the corporation or the owner (as the case may be) interfere with obstruct or diminish any facilities now enjoyed by the corporation or the owner of access or otherwise to or in connection with the works and wharfs of the owner on the lands coloured pink on the plan signed in duplicate by Raymond Carpmael on behalf of the Company and John Ireland Storrar on behalf of the owner or over the lines of rails coloured green and the road coloured brown on the said map.

**67.** The provisions of section 45 (Power to Company &c. to lease or dispose of lands) as amended by this Act 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 or the Joint Committee or the Company and the London Company as the case may be under the powers of this

Application  
of certain  
sections of  
Acts of 1923  
and 1924.

A.D. 1929. Act as if the Joint Committee and the Company and the London Company were respectively referred to in those sections in addition to the Company.

Power to  
apply funds  
to purposes  
of Act.

**68.** The Company and the Joint Committee may respectively 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 or the Joint Committee as the case may be made applicable to any special purpose or which being so made applicable are not required for the special purpose. And the Company and the Joint Committee 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 or the Joint Committee 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.

Crown  
rights.

**69.** Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands or of the Board of Trade respectively without the consent in writing of the Commissioners of Crown Lands or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose.

Saving  
rights of  
Duchy of  
Cornwall.

**70.** Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or take away diminish alter prejudice or affect any property rights profits privileges powers or authorities belonging to or enjoyed by His Majesty in right of the Duchy of Cornwall or to or by the



Duke of Cornwall for the time being without (in the case of land soil water property rights profits privileges or authorities belonging to or enjoyed by His Majesty in right of the said duchy) the consent in writing of some two or more of such of the regular officers of the said duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in relation to the said duchy or (in the case of land soil water property rights profits privileges or authorities belonging to or enjoyed by the Duke of Cornwall for the time being) the consent of such Duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose. A.D. 1929.

**71.** Nothing in this Act contained shall exempt the Company the Joint Committee or the London Company or their respective railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies 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 to be taken by the said Companies or Joint Committee. Provisions as to general Railway Acts.

**72.** 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.

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The SCHEDULES referred to in the  
foregoing Act.

## THE FIRST SCHEDULE.

## FIRST PART.

Describing properties whereof portions only may be  
required to be taken by the Company.

Area.	No. on deposited plans.	Description of property.
RAILWAY No. 1 (HAYES).		
Parish and urban district of Hayes.	2	Waste land shed road sidings and steam pipe.
	4	Covered yard sidings and shed.
DEVIATION AND WIDENING No. 1 (FALMOUTH BRANCH RAILWAY).		
Parish of Perranarworthal in the rural district of East Kerrier.	19	Orchard.
	23	Garden.
	24	House yard cowhouse and pigsty.
DEVIATION AND WIDENING No. 2 (FALMOUTH BRANCH RAILWAY).		
Parish and borough of Penryn	8	Market garden and hedge.
ALTERATION OF LEVELS OF ROAD AT SAVERNAKE.		
Parish of Burbage in the rural district of Pewsey.	3	Field and approach road to farm.
	8	Approach road to Wiltshire Creameries depôt and banks by side of road.
FOOTPATH AND LANDS AT KNOWLE AND DORRIDGE.		
Parish of Packwood in the rural district of Solihull.	10	Garden sheds pigsty kennels and slope.
	11	Garden and orchard and slope.
FOOTPATH AT RHYD-Y-FRO.		
Parish of Rhyndwyclydach in the rural district of Pontar- dawe.	10	Ornamental gardens and stream.

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Area.	No. on deposited plans.	Description of property.
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## LANDS AT HAYES.

Parish and urban district of Hayes.	2	Waste land shed road sidings and steam pipe.
	4	Covered yard sidings and shed.

## LANDS AT PAIGNTON.

Parish and urban district of Paignton.	3	Garden.
	4	Garden and greenhouse.
	5	Storeshed yard and fowl-houses.
	6	Garden.

## LANDS AT PENMERE HALT.

Parish of Budock Rural in the rural district of East Kerrier.	4	Garden.
	5	Rough land.

## LANDS AT MORRIS COWLEY STATION.

Parish of Littlemore in the rural district of Headington.	3	Field.
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## LANDS AT PYLE.

Parish of Pyle in the rural district of Penybont.	3	Garden and footpath.
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## SECOND PART.

Describing properties whereof portions only may be required to be taken by the Joint Committee.

Area.	No. on deposited plans.	Description of property.
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## RAILWAY NO. 4. (HIGH WYCOMBE).

Parish and borough of Chepping Wycombe.	2	Timber yard cutting sheds and stream.
	3	Rough land roadways footpaths footbridge railway sidings and stream.

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## THE SECOND SCHEDULE.

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

## PART I.

Section of the Great Western Railway Act 1914 in which lands described.	Description of lands.	District in which lands situate.
56	<p>Lands adjoining both sides of the main line extending from West Drayton and Yiewsley station to the bridge over the Grand Junction Canal at the eastern end of Hayes and Harlington station and comprising the enclosures numbered upon the deposited plans referred to in the Great Western Railway Act 1914 as follows viz. :—</p> <p>16 to 33 (inclusive) 37 44 to 50 (inclusive) 52 to 54 (inclusive) and 57.</p> <p>2 3 4 to 16 (inclusive) and 19.</p> <p>10 to 12 (inclusive).</p> <p>Lands adjoining the northern side of the main line and extending in an easterly direction from the said bridge and comprising the enclosures numbered upon the said deposited plans as follows viz. :—</p> <p>14 to 19 (inclusive).</p> <p>1 1A 2 and 5.</p>	<p>Parish and urban district of Yiewsley in the county of Middlesex.</p> <p>Parish of Harlington in the rural district of Staines in the county of Middlesex.</p> <p>Parish and urban district of Hayes in the county of Middlesex.</p> <p>Parish and urban district of Hayes in the county of Middlesex.</p> <p>Parish of Norwood and urban district of Southall-Norwood in the county of Middlesex</p>

A.D. 1929.

Section of the Great Western Railway Act 1914 in which lands described.	Description of lands.	District in which lands situate.
56 (cont.)	Lands adjoining both sides of the Bristol and Exeter Railway and extending from Cullompton station to a point near Tiverton Junction station.	Parishes of Cullompton Willand and Halberton in the rural district of Tiverton in the county of Devon.
	Lands adjoining the north-western side of the Tiverton branch railway near Tiverton Junction station.	Parish of Willand in the rural district of Tiverton in the county of Devon.
	Lands adjoining the southern side of the South Devon Railway and the western side of Laira loop.	} Parish and county borough of Plymouth in the county of Devon.
	Lands adjoining the northern side of the South Devon Railway and extending in an easterly direction from the bridge over Old Laira Road.	
	Lands adjoining the northern side of the South Devon Railway near Lipson Vale Halt.	
	Lands adjoining the southern side of the South Devon Railway near Lipson Vale Halt.	} Parishes of Upper Swinford and Stourbridge in the urban district of Stourbridge and parish of Lye in the urban district of Lye and Wollescote in the county of Worcester.
	Lands adjoining both sides of the Company's Stourbridge Extension Railway and alteration and diversion of footpath.	
	Lands adjoining the north-western side of the Monmouthshire (Western Valleys) Railway and the western side of the river Ebbw.	Parish and urban district of Abercarn in the county of Monmouth.
	Lands adjoining the eastern side of the Monmouthshire (Western Valleys) Railway and extending from the bridge carrying that railway over the river Ebbw to a point near the viaduct carrying the Company's Pennar branch railway over the said railway.	Parish and urban district of Abercarn and parish and urban district of Risca in the county of Monmouth.



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Section of the Great Western Railway Act 1914 in which lands described.	Description of lands.	District in which lands situate.
56 (cont.)	<p>Lands adjoining both sides of the South Wales Railway and extending from the bridge carrying the Taff Vale Railway (east branch) over that railway to the Newtown goods depôt of the Company.</p> <p>Lands abutting on the northern side of Cowbridge Road.</p> <p>Lands adjoining the north-eastern side of the South Wales Railway and extending from the last mentioned bridge to Lansdowne Road.</p> <p>Lands adjoining both sides of the South Wales Railway and being partly on the site of Grosvenor Street and the road leading to the sanatorium of the corporation of Cardiff and partly lands on both sides of the said street and road.</p> <p>Lands partly lying on and adjoining the southern side of the South Wales Railway and partly situate between Bassett Street and the southern side of the said railway.</p> <p>Lands abutting on the western side of Leckwith Road.</p> <p>Lands adjoining the south-eastern side of the South Wales Railway and extending from the viaduct carrying the Barry Railway over that railway to a point near St. Fagans station.</p> <p>Lands adjoining both sides of the South Wales Railway and extending from the bridge over the river Ely at St. Fagans station to Ely station.</p> <p>Lands adjoining both sides of the South Wales Railway and extending from a point near the bridge over the Rhondda and Swansea Bay Railway to the bridge over the river Avan.</p>	<p>Parish and city and county borough of Cardiff in the county of Glamorgan.</p> <p>Parishes of St. Fagans and Michaelstone-super-Ely in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.</p> <p>Parishes of St. Fagans and Llandaff in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.</p> <p>Parish of Baglan Lower in the rural district of Neath parish and borough of Aberavon and parish and urban district of Margam in the county of Glamorgan.</p>

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Section of the Great Western Railway Act 1914 in which lands described.	Description of lands.	District in which lands situate.
56 (cont.)	Lands adjoining both sides of the South Wales Railway and extending in a south-easterly direction from the bridge over the river Avan and comprising the enclosures numbered upon the deposited plans referred to in the Great Western Railway Act 1914 as follows viz. :— 5 to 7 (inclusive).	Parish and urban district of Margam in the county of Glamorgan.

PART 2.

Section of the Great Western Railway Act 1914 in which works described.	Description of works.	District in which lands situate.
39	Deviation and Widening No. 1 -  Widening of the Llanelly Railway.  Lengthening of bridge over the main line near the eastern end of Hillingdon Varnish Works. Lengthening of bridge carrying Dawley Road over the main line.  Lengthening of bridge over the Bristol and Exeter Railway 97 chains north of Cullompton station. Lengthening of bridge over the Bristol and Exeter Railway north of the last mentioned bridge and alteration and diversion of road.	Parish and urban district of Risca in the county of Monmouth. Parish of Llandilo Tal y bont in the rural district of Swansea in the county of Glamorgan and parish of Llanedy in the rural district of Llanelly in the county of Carmarthen. Parish and urban district of Yiewsley in the county of Middlesex. Parish of Harlington in the rural district of Staines and parish and urban district of Hayes in the county of Middlesex.  Parish of Willand in the rural district of Tiverton in the county of Devon.

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Section of the Great Western Railway Act 1914 in which works described.	Description of works.	District in which lands situate.
39 (cont.)	Lengthening of bridge over the Bristol and Exeter Railway south-west of Tiverton Junction station.	Parish of Willand in the rural district of Tiverton in the county of Devon.
	Lengthening of bridge over the Stourbridge Extension Railway.	Parishes of Upper Swinford and Stourbridge in the urban district of Stourbridge in the county of Worcester.
	Lengthening of bridge over the Monmouthshire (Western Valleys) Railway and alteration and diversion of road.	Parish and urban district of Abercarn and parish and urban district of Risca in the county of Monmouth.
	Widening of bridge carrying the main line over the Grand Junction Canal.	Parish and urban district of Yiewsley and parish of Harlington in the rural district of Staines in the county of Middlesex.
	Widening of bridge carrying the main line over the Grand Junction Canal.	Parish of Norwood and urban district of Southall-Norwood in the county of Middlesex.
	Widening of bridge under the Bristol and Exeter Railway and the Culm Valley Branch Railway at Tiverton Junction station.	Parish of Willand in the rural district of Tiverton in the county of Devon.
	Widening of (a) bridge at the eastern end of Lipson Vale Halt and (b) bridge carrying the South Devon Railway over Old Laira Road.	Parish and county borough of Plymouth in the county of Devon.
	Widening of bridge carrying the Monmouthshire (Western Valleys) Railway over the river Ebbw.	Parish and urban district of Abercarn in the county of Monmouth.
	Widening of viaduct carrying the South Wales Railway over the river Taff and the substitution of solid embankments.	Parish and city and county borough of Cardiff in the county of Glamorgan.
	Widening of bridge carrying the South Wales Railway over the road leading from Ely to Fairwater.	Parish of Llandaff in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.

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Section of the Great Western Railway Act 1914 in which works described.	Description of works.	District in which lands situate.
39 (cont.)	Widening of the following bridges carrying the South Wales Railway over the river Ely :—	
	Bridge situate about 32 chains south-west of St. Fagans station.	Parishes of St. Fagans and Michaelstone-super-Ely in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.
	Bridges situate respectively about 10 chains 29 chains and 43 chains east of St. Fagans station.	Parish of St. Fagans in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.
	Bridge situate about 63 chains east of St. Fagans station.	Parish of Llandaff in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.
	Widening of bridges between Baglan and Port Talbot carrying the South Wales Railway over (a) the road connecting Wern Street with St. Mary's Place (b) Church Street (c) Water Street and (d) the river Avan.	Parish and borough of Aberavon and parish and urban district of Margam in the county of Glamorgan.
	Stopping up of road leading from Deanhill Farm to Willand and construction of new road.	Parish of Willand in the rural district of Tiverton in the county of Devon.
	Alteration and diversion of river Ebbw at Jamesville.	Parish and urban district of Abercarn and parish and urban district of Risca in the county of Monmouth.
	Alteration and diversion of river Ebbw near the viaduct carrying the Pennar branch railway.	Parish and urban district of Risca in the county of Monmouth.
	Stopping up of footpath connecting Pellett Street and Roland Street and construction of new footpath.	Parish and city and county borough of Cardiff in the county of Glamorgan.
	Stopping up of part of the road leading from Canton Level Crossing to Kitchener Road and construction of new road.	

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Section of the Great Western Railway Act 1914 in which works described.	Description of works.	District in which lands situate.
39 (cont.)	Diversion and stopping up of footpaths crossing the South Wales Railway on the level north-west of Ely station and construction of new footpaths.	Parish of Llandaff in the rural district of Llandaff and Dinas Powis in the county of Glamorgan.

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