



CHAPTER lxviii.

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 for other purposes. A.D. 1930.

[4th June 1930.]

WHEREAS 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 deviation of railway subways 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 should be sanctioned and confirmed :

And whereas it is expedient that the Company and the London Midland and Scottish Railway Company (in this Act called "the London Company") should be empowered to execute the works and exercise the powers and acquire the lands in this Act described or referred to in that behalf :

And whereas plans and sections showing the lines and levels of the railways and the deviation of railway

A.D. 1930. subways 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 deviation 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 Great Western and Great Central Railways Joint Committee should be empowered to stop up a certain footpath in the parish and borough of Chepping Wycombe in the county of Bucks in this Act described :

And whereas the Corris Railway Company were by the Corris Machynlleth and River Dovey Tramroad Act 1858 incorporated and empowered to construct certain railways and works in the counties of Merioneth and Cardigan :

And whereas the capital of the Corris Railway Company is now held by the Company or their nominees and it is expedient that the Corris Railway Company should be dissolved and that their undertaking should be transferred to and vested in the Company :

And whereas it is expedient that the Company should be authorised to abandon and discontinue the maintenance and use of certain railways and of a wharf in this Act mentioned :

And whereas it is expedient that the Company and the London Company 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 and the London Company should be amended or repealed and that the other powers in this Act mentioned should be conferred :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of

the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

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1. This Act may be cited for all purposes as the Great Western Railway Act 1930.

Short title.

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 Lands 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 Company and the London Company 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) section 34 of the Lands Clauses Consolidation Act 1845 shall be read and have effect subject to the following proviso in all cases in which notice of the effect of such proviso accompanies any offer of purchase money and compensation made by the promoters :

Provided that in the event of a party to whom a sum shall have been offered by the promoters at least ten days before the commencement of the hearing before the arbitrator failing within ten days of the making of the offer to notify the promoters in writing that he accepts the same all the costs and expenses of the promoters of and incidental to the arbitration incurred by them after the date of the offer shall in the event of his subsequently accepting such offer be borne by him including any fees and expenses of the arbitrator ; and

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(3) the bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the common seal of the Company or the common seals of the Company and the London Company 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 :

Provided that the expressions "the parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the last mentioned Act shall as regards the county of London mean the town clerks of the metropolitan boroughs.

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

Inter-pretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and all distances and lengths stated in any description of works or lands shall be read and have effect as if the words "or thereabouts" were inserted after each such distance or length And—

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.

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 deviation of railway and subways 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 railways and the deviation of railway and other works hereinbefore referred to and authorised by this Act are—

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Power to
Company
to make
new rail-
ways and
works.

A railway (No. 1) 2 furlongs and 1·7 chains in length wholly in the parish and metropolitan borough of Paddington in the county of London commencing by a junction with the Company's main line of railway and terminating by a junction with the railway of the Metropolitan Railway Company;

A railway (No. 2) 2 miles 2 furlongs and 4 chains in length wholly in the county of Wilts commencing in the parish of Dilton Marsh in the rural district of Westbury and Whorwellsdown by a junction with the Company's Wilts Somerset and Weymouth Railway and terminating in the parish and urban district of Westbury by a junction with the Company's Stert and Westbury Railway;

A railway (No. 3) 2 miles and 5 chains in length wholly in the county of Somerset commencing in the parish of Selwood in the rural district of Frome by a junction with the Company's Wilts Somerset and Weymouth Railway and terminating in the said parish and rural district by a junction with the said railway;

A railway (No. 4) 3 furlongs and 2·62 chains in length wholly in the parish and city and county borough of Cardiff in the county of Glamorgan commencing by a junction with the Company's

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South Wales Railway and terminating by a junction with the Penarth Harbour and Dock Branch of the Company's Taff Vale Railway;

A deviation (No. 1) 7 furlongs and 6.5 chains in length wholly in the county of Somerset of the south-easternmost line of rails of the Company's Bristol and Exeter Railway commencing in the parish of Durston in the rural district of Taunton at a point 76 chains south-west of the bridge carrying the road leading from West Lyng to Outwood over that railway near Durston Station and terminating in the parish of Lyng in the rural district of Bridgwater at or near the said bridge;

A subway (No. 1) wholly in the parish and metropolitan borough of Paddington in the county of London under Bishop's Road commencing at or near the bridge carrying that road over the Company's main line of railway and terminating in the approach road to Paddington Station;

A subway (No. 2) wholly in the said parish and metropolitan borough under London Street and in connection therewith the Company may alter the position of the existing flight of steps giving access from the Company's Paddington Station to the northernmost subway leading to the booking hall of the London Electric Railway Company at Paddington.

The Company may abandon and discontinue the maintenance and use of so much of the said railway authorised to be deviated as aforesaid between the commencement and termination of the said deviation hereinbefore described as may not be required for the purposes of the Company:

Provided that before any portion of the said railway is abandoned or discontinued all telegraphic lines (as defined by the Telegraph Act 1878) 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 to such position on the said deviation as shall be satisfactory to the Postmaster-General and the Company shall

give reasonable notice to the Postmaster-General before A.D. 1930.
 abandoning any portion of the said railway.

6. In making the railways and deviation 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.

Power to deviate.

7. The Company may make the roadway over the bridges by which the following roads will be carried over the railway and deviation of railway 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):—

Width of certain roads.

No. on deposited plans.	Area.	Description of roadway.	Width of roadway.
RAILWAY No. 3.			
25	Parish of Selwood	Public	20 ft.
DEVIATION No. 1.			
3	Parish of Lyng	Public	19 ft.

8. The Company may make the arches of the bridges for carrying the railways over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith (that is to say):—

Height and span of bridges.

No. on deposited plans.	Area.	Description of road.	Span.	Height.
RAILWAY No. 2.				
30	Parish and urban district of Westbury.	Public	35 ft.	15 ft.
RAILWAY No. 3.				
14	Parish of Selwood	Public	25 ft.	13 ft.

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Power to
divert road
and foot-
path as
shown on
deposited
plans.

9. The Company may divert the road and the footpath referred to in the next following table in manner shown upon the deposited plans and sections 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 road or footpath so much of each existing road or footpath as will be rendered unnecessary by the new portion of road or footpath so shown on the said plans (that is to say):--

Railway or other work.	Area.	Number of road or footpath on deposited plans.
Railway No. 2	Parish of Dilton Marsh.	17
Railway No. 2	Parish and urban district of Westbury.	11

Temporary
stoppage
of street.

10. The Company during the construction of Railway No. 1 by this Act authorised may break up and also temporarily stop up divert and interfere with South Wharf Road and may for any reasonable time divert the traffic therefrom and prevent all persons other than foot passengers bona fide going to or returning from any land or premises in the said road from passing along and using the same and the Company shall provide reasonable access for the said foot passengers.

Rates and
charges.

11. For the purposes of tolls fares rates and charges and for all other purposes the said railways by this Act authorised shall form part of the undertaking of the Company and the said deviation of railway shall form part of the railway which is to be so deviated.

Company
not liable
to repair
surface of
road the
level of
which is not
perma-
nently
altered.

12. 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 deviation 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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13. 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.

As to works within metropolitan police district.

14. For the protection of the president and governors of St. Mary's Hospital Paddington (in this section respectively referred to as "the owners" and "the hospital premises") the following provisions shall unless otherwise agreed between the Company and the owners apply and have effect (that is to say):—

For protection of St. Mary's Hospital.

- (1) Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not (except with the consent of the owners) enter upon take or use any part of the lands numbered on the deposited plans of Railway No. 1 22 23 and 24 in the metropolitan borough of Paddington :
- (2) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Company shall not construct any portion of Railway No. 1 to the north-east of the south-west side of Cambridge Place :
- (3) In order to avoid injury to the hospital premises in the execution or maintenance of Railway No. 1 the Company at their own costs and charges may and if reasonably required by the owners shall underpin or otherwise strengthen the hospital premises to such extent as may be reasonably necessary for that purpose and in such manner as may be agreed between the Company and the owners or failing agreement determined in accordance with the provisions of this section :

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- (4) The Company shall be liable to compensate the owners for any inconvenience loss or damage which may result to them by reason of any such underpinning or strengthening as aforesaid such compensation to be ascertained in accordance with the provisions of the Lands Clauses Acts :
- (5) In addition to the provisions of the Acts incorporated with this Act with respect to compensation for lands taken or injuriously affected the Company shall make compensation to the owners in respect of any part of the hospital premises which shall be injuriously affected by reason of the working of Railway No. 1 notwithstanding that no part of the property of the owners is taken by the Company Provided that all claims for compensation under this subsection shall be made within two years from the date of the opening for public traffic of that portion of Railway No. 1 which is alleged to cause such injurious affection and shall be settled by a single arbitrator under and subject to the provisions of the Arbitration Act 1889 save that where the parties do not concur in the appointment of an arbitrator the Minister of Transport shall have the powers of the court or a judge under section 5 of the said Act :
- (6) The owners shall afford to the Company all reasonable facilities both before and after the construction of Railway No. 1 for testing the vibration which may be caused to the hospital premises by reason of the working of the adjoining railways :
- (7) Any question arising between the Company and the owners under subsections (3) and (6) of this section shall be determined by an engineer appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to such determination.

15.—(1) Before commencing any works by this Act authorised which will in any way affect any mains pipes syphons plugs or other works (hereinafter called “apparatus”) of the London Hydraulic Power Company (hereinafter referred to as “the protected company”) the Company shall submit to the protected company for their reasonable approval plans sections and descriptions of the works so far as they affect the apparatus and describing the proposed manner of dealing with such apparatus and such plans sections and descriptions shall be delivered to the protected company at least fourteen days before the commencement of any such work. Provided that if the protected company fail to signify their approval or disapproval thereof within fourteen days after such submission the same shall be deemed to have been approved. The said works shall (save as hereinafter provided) be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence (if given) of the engineer of the protected company. And if the protected company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any works of the Company so require the protected company may by their own engineer or workmen do and execute the works affecting the apparatus of the protected company and the Company shall on the completion thereof pay to the protected company the reasonable expenses incurred by them in the execution of such works.

(2) The protected company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the protected company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the protected company.

(3) If any interruption in the supply of hydraulic power by the protected company shall without the written authority of the protected company be in any way occasioned by the Company or by their contractors agents workmen or servants during the construction or subsequent maintenance of the said works the Company shall indemnify and compensate the protected

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For pro-
tection of
London
Hydraulic
Power
Company.

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(4) The expense of all repairs or renewals of any apparatus of the protected company or any works in connection therewith which may at any time hereafter be rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the works or at any time thereafter shall be borne and paid by the Company.

(5) It shall be lawful for the protected company and the engineers workmen and others in their employ at all times when it may be reasonably necessary to enter upon the lands works and premises of the Company at any point or place where there is existing any apparatus of the protected company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and premises Provided always that in so doing the protected company their engineers or workmen or others in the employ of the protected company shall not interrupt the use of any of the works by this Act authorised and provided also that the protected company shall make good and reimburse to the Company all damage to the works by this Act authorised occasioned by the exercise of the powers by this section reserved.

(6) If any difference shall arise with respect to any matter under this section between the Company and the protected company or their respective engineers or concerning any plans sections or descriptions to be delivered to the protected company under the foregoing provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

(7) In addition to any other notice which they are required by this section to give the Company shall not less than twenty-four hours and not more than forty-eight hours before commencing any works whereby any apparatus of the protected company may be interfered with or affected give to the protected company

notice of their intention to commence any part of such works stating to what part of the works the notice refers. A.D. 1930. —

16. Whereas Railway No. 1 by this Act authorised and the works connected therewith (hereinafter in this section referred to as “the railway”) are intended as to part of the railway to pass under and through certain lands in the parish and metropolitan borough of Paddington belonging to the Grand Union Canal Company (hereinafter in this section referred to as “the canal company”) therefore the following provisions for the protection of the canal company shall apply and have effect unless otherwise agreed in writing between the Company and the canal company (that is to say):—

For pro-
tection
of Grand
Union
Canal
Company.

(1) The Company shall not (except in accordance with the provisions of this section) enter upon take use or interfere with either temporarily or permanently any part of such of the lands of the canal company in the metropolitan borough of Paddington as are shown on the deposited plans without the consent in writing of the canal company but the Company may purchase and the canal company may and shall grant to the Company such an easement under and through the said lands as may be required by the Company for constructing maintaining and using the railway in accordance with the provisions of this Act but subject to the provisions of this section and the consideration to be paid for such easement shall in case of dispute be determined by arbitration in manner provided by the Lands Clauses Acts as amended by this Act with respect to the settlement of disputed compensation :

(2) Notwithstanding as aforesaid the Company may subject to the terms and conditions and payment of the consideration hereinafter referred to occupy and use temporarily during the construction of the railway but not (except with the consent of the canal company) for a period exceeding two years from the commencement of the construction of the railway the lands of

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the canal company and construct works thereon and thereunder for the purposes of and in connection with the construction of the railway and the Company shall forthwith after the completion of the railway re-erect to the reasonable satisfaction of the canal company any buildings on their property which may have been demolished during the construction and for the purposes of the railway. The terms and conditions on which the Company may occupy and use the said lands as aforesaid and the consideration to be paid to the canal company by the Company by way of rent or otherwise for such occupation and use shall be such as shall be agreed upon between the Company and the canal company or failing agreement as shall be settled by arbitration in manner hereinafter provided :

- (3) In the construction of the portion of the railway under the dock leading out of the Paddington Basin at the south-western corner thereof and for a distance of ten feet on either side of the said dock the Company shall not deviate upwards from the levels shown on the deposited sections without the consent of the canal company and the Company shall—

(a) Either temporarily carry the said dock in a steel trough; or

(b) Construct the said portion of the railway by open cutting and upon the completion thereof fill in the excavated portion of the said dock and land over the railway and restore the said dock and land adjoining to the same condition as before the commencement of the construction of the railway;

(c) Make compensation to the tenants of the canal company of the properties adjoining the said dock for any damage they may sustain by reason or in consequence of any interruption or interference with the use of the said dock or of the Paddington Basin or of any wharf property that may be caused by or result from the construction of the railway

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thereunder in manner aforesaid and by the stopping up of and interference with South Wharf Road and will also compensate the canal company for any loss of traffic upon the canal that may result from such interruption or interference and the stopping up of South Wharf Road the amount of such compensation in case of dispute to be determined by arbitration in manner provided by the Lands Clauses Acts with respect to the settlement of disputed compensation ;

(d) The Company will so far as reasonably practicable ensure that all soil and other materials which may require to be excavated and removed in connection with the construction of the railway and which is not removed by rail shall be removed by water by means of the canal of the canal company Provided that the cost incurred by the Company in so doing is not unduly in excess of the cost of removal by road :

- (4) In constructing the railway under South Wharf Road the Company shall so far as is practicable break up the said road in two or more separate sections and so that at all times there shall be temporary road access to the wharf properties of the canal company and the Company shall so conduct their operations as not to interrupt or interfere with the free passage of traffic by such access and in the event of the access to the enclosure numbered 45 on the deposited plans of the railway in the occupation of Henry Boyer Limited being interfered with the Company shall at all times provide an alternative access thereto :
- (5) So much of the railway as shall be constructed under the lands of the canal company in respect of which an easement shall be granted to the Company under subsection (1) of this section (which portion of the railway is hereinafter in this section referred to as "the said portion of the railway") and all future alterations repairs and renewals of the said portion of railway shall

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be executed in accordance with plans sections and specifications submitted to and reasonably approved by the engineer of the canal company previously to the commencement of the work to which the same relate and shall be carried out and completed under the supervision (if the same be given) and to the reasonable satisfaction of such engineer who shall be entitled to inspect the said portion of the railway at all reasonable times both during the construction and after the completion thereof and during any alterations repairs or renewals thereof. Provided that if the said engineer shall fail to signify his approval or disapproval of the said plans sections and specifications within twenty-eight days after the submission thereof to him he shall be deemed to have approved thereof. The Company shall furnish such engineer with such information as he may reasonably require with regard to the said portion of the railway and the dimensions strength and description of the materials used or to be used in the construction thereof or in any alterations repairs or renewals thereof and in the reconstruction of the property of the canal company :

- (6) The said portion of the railway shall be maintained at all times in good and substantial repair by and at the expense of the Company :
- (7) If at any time during the construction of the said portion of railway the engineer of the canal company shall be of opinion that the construction maintenance or use of the said portion of the railway or the operations of the Company in connection therewith are or may be attended with danger to the Paddington Basin or the said dock or the wharves adjoining thereto respectively or may involve leakage or loss of water from the said basin or dock the Company shall forthwith execute at their expense such further works or adopt such additional measures or precautions as the said engineer may reasonably require for the purpose of preventing damage to the said basin or dock or wharves or leakage or

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loss of water from the said basin or dock and if any difference shall arise under this subsection the same shall be settled by arbitration in manner hereinafter provided :

- (8) Subject to the provisions of this section the construction of the said portion of the railway and all alterations repairs and renewals thereof shall be carried out and executed without altering or interfering (except with the consent of the canal company) with the said basin or dock or any valve or weir regulating the water in the said basin or the wharves adjoining thereto respectively and in such manner as not to occasion any damage or injury to the said basin or dock or valve or weir or wharves or any leakage or loss of water from the said basin or from the said dock or any interruption or interference (except as aforesaid) with the conduct of the traffic on the said basin or dock or to or from the wharves adjoining thereto either during the construction or after the completion of the said portion of the railway :
- (9) The Company shall during the construction of the said portion of the railway and during the execution of any repairs or renewals thereof bear and upon demand pay to the canal company the reasonable costs charges and expenses of the employment of a sufficient number of inspectors or watchmen to be appointed by the canal company for watching the said basin or dock or valve or weir or wharves with reference to the execution of the works of the Company and for preventing so far as may be any damage obstruction or danger to the said basin or dock or valve or weir or wharves from any of the operations of the Company or from any acts or defaults of their contractors or of any person or persons in the employment of the Company or otherwise :
- (10) The construction of the said portion of the railway shall except where otherwise in this section expressly provided be completed within two years from the date on which the same is commenced :

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- (11) If by reason or in consequence of the construction use alteration repair or renewal of the said portion of the railway or the failure or want of repair thereof any damage or injury to the said basin or dock the said valves or weirs or wharves or any leakage or loss of water from the said basin or from the said dock or any interruption to or interference (except as aforesaid) with the conduct of the traffic on the said basin or dock or to or from the said wharves shall at any time be occasioned or arise the Company shall forthwith restore the said basin or dock or wharves to the same state and condition as before the happening of such damage or injury or stop or prevent such leakage or loss or further loss of water or remove the cause of such interruption or interference as the case may require and take all steps necessary to prevent the recurrence of such damage injury leakage loss interruption or interference under the supervision (if the same be given) and to the reasonable satisfaction of the engineer of the canal company and in case of default by the Company in so doing after notice in writing from the canal company or their engineer or in cases of emergency without such notice it shall be lawful for the canal company to do the same and to take all steps which may be reasonably necessary to prevent the recurrence of such damage injury leakage loss interruption or interference as the case may be and the expense incurred by them in so doing shall on demand be repaid by the Company to the canal company :
- (12) The Company shall indemnify and hold harmless the canal company from all claims and demands costs expenses and damages which may be made upon or against them or which they may incur or have to pay by reason or in consequence of the construction or use of the said portion of the railway or by reason or in consequence of the failure or want of repair thereof or by reason or in consequence of any act or omission of the Company their contractors agents workmen or servants :

(13) The fact that any work or thing has been executed or done in accordance with a plan approved or not objected to by the canal company or their engineer or with any requirement of the canal company or under the supervision or to the satisfaction of the engineer of the canal company or in accordance with any direction or award of an arbitrator shall not relieve the Company from liability for damage caused to the said basin or dock or valve or weir or wharves of the canal company or affect any claim competent to the canal company under this Act:

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(14) If any difference shall arise between the Company and the canal company or between their respective engineers or otherwise under any of the provisions of this section such difference shall except where otherwise in this section expressly provided be settled by the arbitration of an engineer to be agreed upon or failing agreement to be appointed by the President for the time being 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.

17. The agreement made between the Metropolitan Railway Company of the one part and the Company of the other part dated the second day of May one thousand nine hundred and thirty as set forth in the First Schedule to this Act is hereby confirmed and made binding on the parties thereto respectively.

Confirming
scheduled
agreement.

18.—(1) Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not except with the consent in writing of the Postmaster-General enter upon take or use or purchase the property numbered 49 or any interest of the Postmaster-General in the property numbered 48 on the said plans in the metropolitan borough of Paddington or any part thereof respectively. Provided that the Company may acquire and the Postmaster-General will sell to the Company such right or easement as may be necessary to enable the Company to construct and maintain the Subway No. 2 by this Act authorised in so much

For pro-
tection of
Postmaster-
General.

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(2) The following provisions shall unless otherwise agreed between the Company and the Postmaster-General have effect in relation to the construction of Subway No. 2 by this Act authorised (in this subsection called "the subway") (that is to say):—

- (a) In this subsection the expression "the property" means the said property numbered 49 on the deposited plans being the Paddington District Post Office and so much of the subsoil of the streets fronting on the said Post Office as belongs to the Postmaster-General and the subway under London Street connecting the said Post Office with the Company's station approach;
- (b) The Company shall not in constructing the subway under or over or within fifty feet of the property (in this subsection called "the prescribed distance") deviate from the levels shown on the deposited sections without the consent of the surveyor to His Majesty's Office of Works appointed in that behalf (in this subsection called "the surveyor") which consent shall not be unreasonably withheld but nothing in this section shall prevent the Company from deviating downwards from the levels shown on the deposited sections;
- (c) The Company shall twenty-one days before commencing the construction of the subway within the prescribed distance furnish to the Postmaster-General plans sections and specifications of the works proposed to be carried out by the Company within the prescribed distance and such plans sections and specifications shall be settled and agreed upon between the engineer of the Company and the surveyor or in case of their failing to agree or of any difference arising

between them the same shall be referred to and determined by arbitration as hereinafter provided and such works shall be carried out only in accordance with the plans sections and specifications so agreed upon or determined. The Company shall give to the Postmaster-General twenty-one days' notice (except in cases of emergency) before commencing any works of structural alteration or renewal of the subway within the prescribed distance with a sufficient description of such works. In case of emergency the Company shall give the Postmaster-General the longest notice which can reasonably be given having regard to the urgency of the works to be executed and such notice shall be accompanied by a sufficient description of the works proposed to be carried out and all works referred to in this subsection shall be carried out under the supervision (if the same be given) and to the reasonable satisfaction of the surveyor;

- (d) The Company shall at all times maintain the subway so far as the same shall be within the prescribed distance in substantial repair and good order and condition and if and whenever the Company fails so to do the Postmaster-General may make and do all such works and things in and upon the subway or the property as may be reasonably requisite for the protection of the property in that behalf and the reasonable amount of his expenditure in that behalf shall be repaid to him by the Company;
- (e) If it shall at any time appear to the surveyor either before or during the construction or after the completion of the subway within the prescribed distance that any further or other works or appliances or measures of precaution are required either in respect of the property or in connection with or in relation to the method of construction of the subway so as to prevent subsidence or injury happening to the property the Company shall on being thereunto required in writing under the hand of the surveyor within the prescribed distance make and carry out at the expense of the Company and according

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- to plans sections and specifications to be reasonably approved by the surveyor such works or take such measures of precaution including the temporary cessation of the construction of the subway or the carrying on of the construction of the same without cessation as the surveyor shall reasonably require Any difference between the Company and the said surveyor arising under this subsection shall unless otherwise agreed be determined by arbitration as hereinafter provided;
- (f) If during and by the construction of the subway the property shall be injured or damaged the Postmaster-General may forthwith make good such injury or damage and execute such protective works as the surveyor shall reasonably consider necessary for ensuring the safety of the property and the expense properly incurred by the Postmaster-General in so doing shall be repaid by the Company to the Postmaster-General;
- (g) Except so far as may be reasonably necessary for the construction of the subway the Company shall not in making and maintaining the same in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the streets known as London Street and Francis Street or any traffic in the said streets and no ventilation shaft or other permanent opening shall be made in the surface of the said streets or any part thereof within the prescribed distance;
- (h) Any question by this section referred to arbitration and any difference which may arise between the Company and the engineer of the Company on the one hand and the Postmaster-General and the surveyor on the other hand as to the reasonableness of any requirement of the Postmaster-General or the surveyor or otherwise under the provisions of this section shall unless otherwise agreed be referred to and determined by an engineer to be agreed upon between the parties in difference or failing such agreement to be appointed on the application of either

party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference. A.D. 1930.

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

For protection of Wilts County Council.

- (1) In altering the level of the road numbered on the deposited plans of Railway No. 2 by this Act authorised 30 in the parish and urban district of Westbury the Company shall not make the inclination thereof on either side of the bridge to carry the said railway thereover steeper than one in forty and the western abutment of such bridge shall be constructed on the western boundary line of the road :
- (2) The Company shall form and make up the lowered portion of the said road with ashes of a thickness of three inches if the formation is of clay and in any case with bottom ballast nine inches in thickness and tar macadam three inches in thickness and the said work shall be executed to the reasonable satisfaction of the council :
- (3) The Company shall construct and thereafter maintain along the north-western boundary of the said Railway No. 2 an open drain with suitable fall to convey surface water from the lowered portion of the said road to the existing drain passing along the north-western and western boundaries of the enclosure numbered on the said plans 39 and along the north-western boundary of the enclosure numbered 45 in the said parish and urban district and shall connect the existing drain passing under the said road and through the enclosure numbered 33 on the said plans with such open drain :
- (4) Any difference arising between the council and the Company respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed

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(failing agreement) at the request of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 or any statutory re-enactment or modification thereof shall apply to any such reference and determination.

For protection of
Westbury
Urban
District
Council.

20. For the protection of the urban district council of Westbury (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the council and the Company apply and have effect (that is to say) :—

- (1) In altering the levels of the road numbered on the deposited plans of Railway No. 2 by this Act authorised 30 in the parish and urban district of Westbury the Company shall not lower the same below the level thereof shown on cross-section No. 2 of the deposited sections relating thereto and the Company shall not alter the level of the sewer under the said road :
- (2) The Company shall to the reasonable satisfaction of the council strengthen and protect the said sewer where in connection with the said alteration of levels of road the depth of cover thereover will be reduced to less than three feet either by surrounding the same with cement concrete or in such other manner as may be reasonably approved by the council :
- (3) (a) Before interfering with or commencing the alteration or diversion of any sewer or water main or other services of the council the Company shall submit to the council for their reasonable approval plans and sections thereof and such works shall be executed to the reasonable satisfaction of the council ;
(b) The Company shall not in executing any of the said works interfere with the flow of sewage or water through any of the said sewers or mains except so far as may be necessary for the purpose of making junctions in connection with any diversion thereof ;
(c) If during the construction by the Company of the said works any sewer or water main or

other services of the council shall be damaged the Company shall make good such damage to the reasonable satisfaction of the council: A.D. 1930.
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- (4) The council consent so far as their rights and interests are affected to the following provisions:—

(a) Upon the Company providing a right of way along the southern boundary of the said Railway No. 2 between the points marked A and B on the plan signed by Raymond Carpmael on behalf of the Company and William Reginald Campbell Laverton on behalf of the council (in this section referred to as "the signed plan") all rights of way over so much of the two footpaths shown coloured brown on the signed plan as lies between the points A and C and D and E respectively marked thereon shall be extinguished;

(b) Upon the Company providing a right of way along the southern boundary of the said Railway No. 2 between the points F and G marked on the signed plan all rights of ways over so much of the footpath shown coloured red on the signed plan as lies between the points G and H marked thereon shall be extinguished;

(c) Upon the commencement by the Company of the construction of the said Railway No. 2 all rights of way over the footpath shown coloured blue on the signed plan shall be extinguished;

(d) The Company shall provide a subway under the said Railway No. 2 in the enclosure numbered on the said deposited plans 52 in the said parish and urban district at or near the point marked J on the signed plan such subway to be constructed with a span of not less than six feet and with a headway of not less than eight feet Upon the completion of the said subway the Company may divert the footpath shown coloured green on the signed plan to such extent as

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may be reasonably necessary so that the same shall pass through the said subway and thereupon all rights of way over so much of the existing footpath as lies between the respective points of commencement and termination of such diversion shall be extinguished;

(e) From and after the construction of the said Railway No. 2 the public shall have the right to use the footpath on the Company's property passing along the eastern side of the Company's Salisbury Branch Railway and coloured purple on the signed plan between Penleigh Road and the point X marked on the said plan and the Company shall carry the same over the said Railway No. 2 by means of a level crossing or footbridge as they may determine :

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

For protection of
Westbury
and Whorwellsdown
Rural
District
Council.

21. For the protection of the rural district council of Westbury and Whorwellsdown (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the council and the Company apply and have effect. (that is to say) :—

- (1) Contemporaneously with the diversion by the Company of the road numbered on the deposited plans of Railway No. 2 by this Act authorised 17 in the parish of Dilton Marsh the Company shall remove and grub up the hedge on the northern side of the said road between the point of termination of the said diversion as shown on the said plans and a

point one hundred and thirty feet west thereof and shall erect a post and wire or post and rail fence in substitution for such length of hedge :

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- (2) The Company shall construct the said diverted road of a width of twenty-five feet between the fences thereof with a metalled roadway twenty feet in width and the Company shall fence the said diverted road on both sides with post and wire or post and rail fencing :
- (3) The Company shall construct a new footpath to connect the existing footpath which passes through the enclosure numbered 5 on the said plans with the road which passes through the enclosure numbered 4 on the said plans the new footpath to commence at or near the southernmost extremity of the said enclosure numbered 5 and to terminate at or near the southernmost extremity of the said enclosure numbered 4 Upon the completion of the new footpath the council consent so far as their rights and interests are affected to all rights of way over the existing footpath between its junction with the new footpath and its junction with the said road on the north side of the Company's existing railway being stopped up and discontinued :
- (4) From and after the construction of the said Railway No. 2 the public shall have the right to use the footpath on the Company's property passing along the eastern side of the Company's Salisbury Branch Railway and coloured purple on the signed plan referred to in the section of this Act the marginal note of which is "For protection of Westbury Urban District Council."

22. Subject to the provisions of this Act the Company may in the lines and according to the levels shown on the deposited plan and section relating thereto lay down and maintain in the parish of Staplegrove in the rural district of Taunton in the county of Somerset adjoining the existing lines of rails two additional lines of rails over the road leading from Bishop's Hull to Langford which crosses the Company's

Power
to lay
additional
lines of
rails at
level
crossing.

A.D. 1930. — Bristol and Exeter Railway on the level near Staple-grove Flock Mills and the Company 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 that purpose.

Power to
Company
to make
alterations
of roads
footpaths
&c.

23. 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 bridge and other works and the new roads and footpaths and 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):—

In the parish and metropolitan borough of Paddington in the county of London—

A lengthening at the south-eastern end of the bridge known as Westbourne Bridge which carries the road leading from Westbourne Terrace to Harrow Road over the Company's main line of railway.

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

A widening on the south-eastern side of the bridges carrying the Company's Bristol and Exeter Railway over St. Luke's Road and Sheene Road respectively;

A lengthening at both ends of the bridge carrying Bath Road over the said railway:

Provided that notwithstanding anything shown on the deposited sections the altered gradient of the said road on the north-western side of the said bridge shall not be made steeper than one in twenty-five;

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—

A lengthening at the south-eastern end of the bridges carrying Parson Street and Bedminster Down Road respectively over the said railway.

In the parish of Creech St. Michael in the rural district of Taunton in the county of Somerset—

A lengthening at both ends of the bridge carrying the road leading from Ham to Creech Heathfield over the Company's Bristol and Exeter Railway near the eastern end of Creech St. Michael Halt :

Provided that notwithstanding anything shown on the deposited sections the altered gradient of the approaches to the said bridge on either side thereof shall not be made steeper than one in twenty.

In the parish of West Monkton in the rural district of Taunton in the county of Somerset—

A lengthening at the north-eastern end of the bridge carrying the road leading from Taunton to Glastonbury over the said railway near Bathpool.

In the parish and borough of Taunton in the county of Somerset—

A widening on both sides of the bridge carrying the Company's Bristol and Exeter Railway over Kingston Road at Taunton Station :

Provided that notwithstanding anything shown on the deposited sections the altered gradients of Kingston Road shall not be made steeper than one in twenty-five on either side of the said bridge but if the said gradient on the northern side thereof cannot be provided so as to terminate at a point one hundred and ninety-five feet north of the said bridge as at present existing then the gradient shall be made as near one in twenty-five as practicable ;

A widening on the southern side of the bridge carrying the Company's Taunton relief line over the said Kingston Road ;

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—

A lengthening at both ends of the bridge carrying the road leading from Staplegrove to Taunton over the said Bristol and Exeter Railway.

In the parish and city and county borough of Cardiff in the county of Glamorgan—

A widening on both sides of the bridges carrying the Company's South Wales Railway over the following streets roads and waterways respectively (that is to say) the Bute Docks Feeder Bute Street Hope Street East Wharf Road the Glamorganshire Canal West Wharf Road Penarth Road Clare Road :

Provided that notwithstanding anything shown on the deposited sections the altered gradient of West Wharf Road shall not be made steeper than one in seventeen on the northern side of the widened bridge;

A widening on both sides of the bridge carrying the Company's Riverside Branch over Penarth Road.

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

They may stop up and extinguish all rights of way over so much of the road which is carried over the Company's Bristol and Exeter Railway by means of a bridge at a point nineteen chains south-west of the bridge carrying that railway over Sheene Road as lies between the north-western boundary of the Company's property and a point four and a half chains south-east thereof and all rights of way over the road adjoining the south-eastern side of the Company's said railway which connects with the first-mentioned road at the south-eastern end of the first-mentioned bridge;

They may stop up and extinguish all rights of way over the bridge over the said railway situate at a point six chains north-east of the bridge carrying Bedminster Down Road over the said railway as from the acquisition by the Company under the powers of this Act

of the lands lying on the south-eastern side of the Company's said railway at and near the said bridge.

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—

In the parish and urban district of Paignton in the county of Devon—

They may stop up and discontinue the footpath which crosses the Company's Dartmouth and Torbay Railway on the level at a point eleven chains south of the bridge carrying Roundham Road over the said railway between its junction with Dartmouth Road and its termination at the eastern boundary of the Company's property and in lieu thereof they may construct a new footpath between the western end of the said bridge and the said termination.

In the parish of St. Austell Rural in the rural district of St. Austell in the county of Cornwall—

They may alter and divert so much of the occupation road which crosses the Company's Newquay Branch Railway on the level at a point eleven chains south-east of the junction of the Company's Goonbarrow Branch Railway with that railway as lies between points respectively one and a half chains north and seven chains south-east of the said level crossing.

In the parish of Eynsham in the rural district of Witney in the county of Oxford—

They may alter and divert so much of the footpath which crosses the Company's Fairford Branch Railway on the level at a point nine chains east of the bridge carrying the road leading from Witney to Oxford over that railway as lies between points respectively thirteen chains north-west and four chains south-east of the said level crossing.

In the parish of Grimsbury in the borough of Banbury in the county of Oxford—

They may stop up and discontinue so much of the footpath which crosses the Company's Oxford and Birmingham Railway at a point seventeen chains north of the bridge carrying

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—

the road leading from Banbury to Brackley over the said railway at the northern end of Banbury Station as lies between the junction of that footpath with West Street and the bridge carrying the footpath over the river Cherwell.

In the parish of Ross Urban and urban district of Ross in the county of Hereford—

They may stop up and discontinue the occupation road known as Fernbank Road between its junction with Eastfield Road and a point one and a half chains south-east thereof and in lieu thereof they may make a new road along the south-east boundary of the Company's property between the last-mentioned point and the road leading from Coleford to Ross.

In the parish and city and county borough of Cardiff in the county of Glamorgan—

They may stop up and extinguish all rights of way over so much of School Street as lies between points respectively one chain north and one chain south of the bridge carrying the South Wales Railway of the Company over that street;

They may stop up and extinguish all rights of way over so much of the road known as De Croche Place as lies south of a point two and a half chains south of its junction with Eldon Street;

They may stop up and extinguish all rights of way over (a) so much of the road known as Moors Lane which crosses the Company's South Wales Railway on the level at a point seventeen chains east of the bridge carrying the Penarth Harbour and Dock Branch of the Company's Taff Vale Railway over the said railway as lies between its junction with Cowbridge Road and a point eight and a half chains south thereof and (b) so much of the road leading from Cowbridge Road to the Ely Paper Mills which crosses the said South Wales Railway on the level at a point five chains

east of the said bridge as lies between Cow-
bridge Road and a point four and a half chains
south thereof and in lieu thereof they may
make a new road from the last-mentioned
point to a point in Lansdowne Road at or
near the junction of that road with Grosvenor
Street.

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24. If and when—

- (1) the Company shall have entered into an
agreement with the Glamorgan County Council
as highway authority in succession to the
Neath Rural District Council providing that
upon—

Provisions
as to bridge
and foot-
bridge at
Jersey
Marine
Station.

(a) the county council beginning within
a period of four years from the passing
of this Act to construct a new road from
a point near Jersey Marine Station and
extending across the railway in a northerly
direction and a bridge to carry the road
over the Company's Swansea and Neath
and Rhondda and Swansea Bay Railways
near Jersey Marine Station; and

(b) the construction by the Company
within a period of five years from the
passing of this Act of a footbridge not
less than six feet in width between the
parapets or railings thereof for public
use at the north-eastern end of that
station

the Company shall be released from the
obligation contained in subsection (4) of
section 70 (For protection of Neath Rural
District Council) of the Great Western Railway
Act 1912 to construct a bridge for carrying
the road leading from Crymlyn Burrows
to Briton Ferry Road Station (which crosses
the Company's Rhondda and Swansea Bay
Railway on the level at or near the north-
eastern end of the said station) over the
said Rhondda and Swansea Bay Railway;
and

- (2) the new bridge and road to be constructed by
the said county council in pursuance of

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such agreement have been duly completed and such road has been duly opened for the use of the public; and

- (3) the footbridge to be constructed by the Company in pursuance of such agreement has been duly completed and opened for the use of the public;

the Company may stop up and extinguish all rights of way over (1) so much of the said road leading from Crymlyn Burrows to Briton Ferry Road Station as lies between the boundaries of the Company's property where the said road crosses the Company's Rhondda and Swansea Bay Railway on the level as aforesaid and (2) the level crossing at the western end of Jersey Marine Station and the Company shall be released from the obligation to construct the occupation bridge numbered 27 specified in the First Part of the Third Schedule to the indenture made the second day of July one thousand nine hundred and three between Alfred Walter Thynne and the Honourable Charles Cavendish George Byng of the first part the Earl of Jersey of the second part and the Rhondda and Swansea Bay Railway Company of the third part Provided that nothing in this Act contained shall operate so as in any way to abrogate vary or affect any of the provisions of the said section 70 of the Great Western Railway Act 1912 or to prejudice the right of the said county council as such successors as aforesaid or of the Neath Rural District Council to enforce the observance and carrying out of those provisions by the Company.

For protection
of Metro-
politan
Water
Board.

25. For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in writing between the Company and the board have effect (that is to say):—

- (1) In this section the expression "the said works" means Railway No. 1 Subways Nos. 1 and 2 and the lengthening of the Westbourne Bridge all in the metropolitan borough of Paddington by this Act authorised:
- (2) In the construction of that portion of Railway No. 1 which will be situated under South Wharf Road or Bishop's Road the Company

shall if reasonably required by the board so to do at their own expense substitute steel mains encased in concrete for such length or lengths of the existing mains of the board as will be situate over the said portion of the said railway and for a distance of ten feet on either side thereof such steel mains to be of not less diameter than the diameter of the existing mains for which they are respectively substituted :

- (3) In lengthening Westbourne Bridge the Company shall at their own expense provide and thereafter maintain accommodation under the eastern footpath of the lengthened portion of the said bridge for two mains each having an internal diameter of nine inches in substitution for the existing twelve-inch main of the board :
- (4) In the construction of Subways Nos. 1 and 2 under Bishop's Road London Street and Francis Street respectively the Company shall if reasonably required by the board so to do at their own expense substitute steel mains encased in concrete for such lengths of the existing six-inch main of the board laid in Bishop's Road and of the existing twelve-inch main laid in London Street and Francis Street as will be situate over the said subways and for a distance of ten feet on either side thereof such steel mains to be of not less diameter than the diameter of the existing mains for which they are respectively substituted :
- (5) In the construction of Railway No. 1 Subways Nos. 1 and 2 or the lengthening of Westbourne Bridge the Company may and if reasonably required by the board so to do shall at their own expense divert or alter the mains hereinbefore referred to and any other main or mains of the board laid under South Wharf Road Bishop's Road London Street Francis Street Westbourne Terrace and Orsett Terrace and such diversion or alteration shall be carried out to the reasonable satisfaction of the board :
- (6) Not less than twenty-eight days before commencing any of the said works in any street

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or road in or under which any main pipe work or apparatus (in this section referred to as "apparatus") of the board is situate the Company shall deliver to the board plans sections and descriptions of such works describing the proposed manner of executing the same :

- (7) The board may at any time within twenty-eight days of the receipt of such plans sections and descriptions by notice in writing intimate to the Company their reasonable requirements so far as the said works may affect the board's apparatus :

Provided that if the board shall not within the said period of twenty-eight days give any such notice in writing to the Company as aforesaid they shall be deemed to have no requirements to intimate to the Company :

- (8) The Company shall not construct the said works except in strict accordance with the said plans sections and descriptions as approved by the board or settled by arbitration as hereinafter provided and shall carry out all works in connection with the apparatus to the reasonable satisfaction of the board :
- (9) Not less than twenty-eight days before commencing the construction of any of the said works in any street or road in or under which any apparatus of the board is situate the Company shall give to the board notice in writing of their intention to commence such construction and shall state in such notice the place and time at which they propose so to commence and if within fourteen days after the receipt of such notice the board shall give notice to the Company of their intention themselves to lay down any substituted apparatus or to execute any other works to or in connection with any apparatus as provided by this section it shall be lawful for the board instead of the Company to lay down such apparatus or to execute such works Such works shall be carried out by the board

with all reasonable dispatch and the cost reasonably incurred by them in so doing shall on demand be repaid to the board by the Company:

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- (10) The Company shall not raise sink or otherwise alter the position of any apparatus of the board or alter the level of any street road or footpath in which any such apparatus is situate so as to leave over such apparatus a covering of less than three feet where the covering now existing is not less than three feet or less than the existing covering where such existing covering is less than three feet unless the Company shall in each case protect such apparatus from frost or injury by artificial covering to the reasonable satisfaction of the board or a covering of more than five feet where the covering now existing does not exceed five feet or more than the existing covering where such existing covering exceeds five feet unless the Company in either of such last-mentioned cases provide special means of access to the same to the reasonable satisfaction of the board:

Provided that in any case where the board's apparatus will be situate over any bridge the covering may be less than three feet subject to special protection against frost and injury being provided to the reasonable satisfaction of the board:

- (11) Where the Company under the powers of this Act stop up temporarily any street or road or part of a street or road in which any apparatus of the board is situate the officers and servants of the board shall have free access to and along such street or road or part of a street or road for the purpose of enabling them to inspect repair or renew any such apparatus and the Company shall provide all reasonable facilities for that purpose:
- (12) The board may where reasonably necessary employ watchmen or inspectors to watch any

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of the said works to be executed by the Company whereby the board's apparatus will or may be interfered with or affected and the reasonable expenses thereof shall be borne by the Company:

- (13) If any interruption in the supply of water by the board shall without the written authority of the board be in any way occasioned by the Company or by any of their contractors agents workmen or servants during the construction or subsequent maintenance of the Company's works the Company shall indemnify and compensate the board in respect of any loss or damage which they may sustain by reason or in consequence of such interruption:
- (14) The expenses of all repairs or renewals of the board's apparatus or any works in connection therewith which may at any time be rendered necessary by reason of any subsidence resulting from the said works whether during the construction of such works or at any time thereafter shall be borne by the Company:
- (15) Where by reason or in consequence of the exercise of any of the powers of this Act any apparatus of the board is rendered derelict or unnecessary the Company shall pay to the board the value of such apparatus so rendered derelict or unnecessary unless substituted apparatus is provided together with the reasonable charges of the board of and incidental to the cutting off of such apparatus from any other apparatus of the board. The Company shall also pay to the board the amount of any expenses reasonably incurred by the board in connection with any alteration of any private communication pipes rendered necessary by reason or in consequence of the exercise of the powers of this Act:
- (16) If any difference shall arise between the board and the Company under this section the same shall be referred to and settled by an arbitrator to be agreed upon between the

Company and the board or failing 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.

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26. Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the following provisions for the protection of the county council of the administrative county of Somerset (in this section called "the county council") shall unless otherwise agreed in writing between the county council and the Company apply and have effect (that is to say):—

For protection of Somerset County Council.

- (1) The Company shall construct Railway No. 3 by this Act authorised on the centre line of that work as shown on the deposited plans at the point where it crosses Feltham Lane in the parish of Selwood and the Company shall construct the bridge carrying the said railway across Feltham Lane aforesaid with a clear span of not less than twenty-five feet measured on the square and with a headway of not less than thirteen feet throughout:
- (2) The Company shall carry the said Railway No. 3 across the county road from Frome to Warminster at Rodden Hill in the parish of Rodden by means of a bridge with a clear span of not less than forty-five feet measured on the square and with a headway of not less than sixteen feet throughout:
- (3) The Company shall construct the bridge to carry the Frome Chapmanslade and Westbury County Road in the parish of Rodden over the said Railway No. 3 of a width between the parapets of not less than forty feet measured on the square:
- (4) In the event of the Company requiring to lengthen the bridge carrying the road from Clink to Berkley in the parish of Selwood over the said Railway No. 3 the Company shall construct the lengthened portion of such bridge of a width of not less than twenty feet between the parapets measured on the square:

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[—]

- (5) The Company shall not interfere with the bridge carrying the road numbered on the deposited plans 2 in the parish of Durston over the Deviation No. 1 authorised by this Act except with the consent of the county council and if it shall be necessary for the Company to lengthen the bridge carrying the road numbered on the deposited plans 3 in the parish of Durston over the said deviation the Company shall construct the lengthened portion of such bridge of a width of not less than nineteen feet between the parapets measured on the square :
- (6) (a) The lengthening by this Act authorised of the bridge carrying the road leading from Taunton to Glastonbury over the Bristol and Exeter Railway of the Company near Bathpool shall be constructed of a width of forty feet between the parapets measured on the square and contemporaneously with the execution of such work the Company shall at their own expense reconstruct and widen the existing bridge over the said railway to a like width and shall widen the bridge carrying the said road over the river Tone (New Cut) and the structure between the said bridges to the said width. The said lengthening reconstruction and widenings shall be carried out in accordance with the plan and section signed by Raymond Carpmael on behalf of the Company and Edward Stead on behalf of the county council. On completion of the widening of the last-mentioned bridge and the said structure the county council shall pay to the Company one-half of the ascertained cost of such work including an amount representing half the capitalised cost of maintaining and renewing the same ;

(b) The county council shall at their own expense widen the approach at the northern end of the bridge first mentioned in paragraph (a) of this subsection and the southern approach to the bridge over the New Cut in the manner shown on the said plan and shall contemporaneously with the construction of the said works raise and construct the roadway over the

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said bridges and structure as widened and also on such approaches to the levels shown on the said section and shall at all times after the works in this and the said paragraph (a) shall have been completed at their own expense maintain and repair (1) the road on the said widened bridges and structure and (2) the approaches thereto as widened including the roadway thereon;

(c) The Company shall use their best endeavours to acquire on behalf of the county council the land required for widening the said approaches and on the completion of the purchase thereof shall convey the same to the county council and the county council shall repay to the Company the cost incurred by them in such acquisition:

- (7) If in connection with the lengthening of the bridge carrying the road from Ham to Creech Heathfield over the Company's Bristol and Exeter Railway the Company require to alter the level of the road on either side of such bridge they shall not make the gradient of the portion of such road so altered steeper than one in twenty and in altering the northern approach to the said bridge the Company may increase the gradient of Laburnham Terrace to a gradient not steeper than one in ten:
- (8) The Company may for the purposes of and during the execution of the works in connection with the construction of the bridge referred to in subsection (3) of this section and the lengthening reconstruction and widening of the bridges referred to in subsections (4) (5) (6) and (7) of this section close the roads passing thereover for such period as may be reasonably necessary for the construction of the said works Provided that the Company shall at all times leave open so much thereof as shall afford a space of not less than ten feet in width available for vehicular traffic and a space for pedestrians of not less than six feet in width on one side of each such bridge for the whole length thereof such space

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or spaces being provided either as part of the structure or by means of a temporary bridge or bridges :

- (9) The bridges referred to in subsections (1) and (2) of this section shall be as far as reasonably practicable watertight so as to prevent the dripping of water on to the surface of the road :
- (10) The Company at all times shall maintain and repair at their own expense the structures of the new lengthened reconstructed or widened bridges referred to in subsections (3) (4) (5) and (6) of this section and the lengthened portion of the bridge referred to in subsection (7) of this section and such bridges shall be constructed of sufficient strength to conform with the Ministry of Transport standard of loading :
- (11) As from the completion of the works referred to in subsection (6) of this section the county council shall at their own expense maintain and repair the road over the bridge and road approaches carrying the road leading from Taunton to Glastonbury over the Bridgwater and Taunton Canal at the eastern end of Bathpool Village and the Company shall at their own expense at all times maintain and repair the structure of the said bridge and approaches :
- (12) If any difference shall arise between the Company and the county council with respect to any matter under this section or as to anything to be done or not to be done thereunder the matter in difference shall be referred to and settled by an arbitrator to be agreed on between the Company and the county council or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other and the provisions of the Arbitration Act 1889 or any statutory re-enactment or modification thereof shall apply to any such reference.

For protection
of Taunton
Corporation.

27. Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the following provisions for the protection of the mayor aldermen and burgesses of the borough of Taunton (in this section called "the corporation") shall unless

otherwise agreed in writing between the corporation and the Company apply and have effect (that is to say) :—

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(1) (a) The Company at their own expense shall reconstruct the bridge carrying Staplegrove Road over their Bristol and Exeter Railway and construct the lengthening thereof authorised by this Act of a clear width of forty feet between the parapets measured at right angles thereto and on the lines and to the levels shown in red on the plan marked A signed by Raymond Carpmael on behalf of the Company and by Ivor Francis Shellard on behalf of the corporation. The said parapets shall be not less than four feet six inches in height and such bridge as reconstructed and lengthened shall be of sufficient strength to conform with the Ministry of Transport standard of loading. The corporation shall at their own expense reconstruct the road over the bridge as reconstructed and lengthened and on the approaches thereto to the levels denoted on the section shown on the said plan A and of the said width and shall at the like expense divert or alter as may be necessary any mains pipes and other apparatus laid under the said approaches;

(b) The Company shall dedicate to the use of the public as part of Staplegrove Road free of cost so much of the land coloured red on the said plan A as may belong to the Company as the corporation may require for widening the said road subject to the frontage rights to the said road being retained by the Company. The Company shall also permit the corporation to form and maintain supporting slopes for such widened road on such of their property as may be necessary for the purpose subject to the right to utilise the said slopes for any purpose being reserved to the Company. Provided that such user by the Company shall not weaken the lateral support given by the said slopes to the said road;

(c) The said road may be closed for a period of one month during the construction of the said works and the Company during such period

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shall provide a footbridge six feet in width over the said railway either as part of the structure of the bridge or by means of a temporary bridge;

(d) The Company at all times shall at their own expense maintain and repair the structure of the said bridge including the parapets thereof as reconstructed and lengthened and the corporation shall at all times at their own expense maintain and repair the approaches to the bridge and the road thereover and on the said bridge as reconstructed and lengthened;

(e) The Company shall remove and re-erect the fences between the lines marked AA and BB on the said plan A and the corporation shall remove and re-erect to the reasonable satisfaction of the Company the fences between the said line AA and the line CC and between the said line BB and the line DD. The Company shall maintain the said fences between the said lines AA and BB and between the lines AA and EE and the corporation shall maintain the remainder of the fences hereinbefore referred to :

- (2) (a) The Company shall reconstruct the existing bridge carrying the said railway over Kingston Road and construct the widening thereof by this Act authorised as a girder bridge with a clear span of fifty feet measured at right angles to the centre line of the road on the lines shown in red on the plan marked B signed as aforesaid and so that the lowest part of the soffit of the superstructure of the said bridge over the carriageway as reconstructed and widened shall not be at any lower level than that indicated by the red line on the section shown on the said plan B and the reconstructed and widened bridge shall be as far as reasonably practicable watertight so as to prevent the dripping of water on to the surface of the road;

The Company shall not without the previous consent of the corporation in writing widen the said bridge beyond the lines shown edged red on the said plan B;

(b) On the completion thereof the corporation shall repay to the Company the additional cost

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reasonably incurred by them in reconstructing the said existing bridge over Kingston Road with a clear span of fifty feet beyond the cost which would be incurred in reconstructing the said existing bridge with a span of twenty-five feet together with the cost reasonably incurred in constructing the necessary new abutments and also an amount to be agreed between the Company and the corporation or settled by arbitration representing the difference between the capitalised cost of maintaining and renewing the said existing bridge as reconstructed and the capitalised cost of maintaining and renewing the said existing bridge. The Company shall submit to the corporation detailed accounts accompanied by any necessary plans and sections relating to the cost of such work as aforesaid and shall afford the corporation all reasonable facilities for examining and checking such accounts;

(c) The corporation at their own expense shall lower the road under the said reconstructed and widened bridge to the level shown in red on the said plan B so as to provide a headway thereunder for the full width of the carriageway of fourteen feet below the level of the soffit of the said bridge indicated by the red line shown on the said section and shall if necessary lower and strengthen the existing sewer and any other mains pipes and other apparatus laid in the said road and shall make up the road under the said bridge as reconstructed and widened for the full width thereof and the Company shall dedicate to the use of the public free of cost the land necessary for such purpose. The corporation at the like expense shall also lower the road on either side of the said bridge as reconstructed and widened with gradients not flatter than those shown in red on the said section and shall also carry out any necessary lowering or strengthening of the said sewer mains pipes and apparatus in connection with the lowering of the said road. Provided that if in connection with the said lowering of the said road it shall be found necessary to strengthen or provide support for

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properties abutting thereon the Company shall at their own expense carry out such strengthening or support for such properties as belong to the Company and the corporation shall at their own expense carry out such strengthening or support for such properties as do not belong to the Company but the corporation shall use their best endeavours by reducing the camber on the said road as lowered or by crossfalls or by the use of deep kerbs or by raised footpaths or other similar means to avoid or reduce so far as reasonably practicable any such interference with adjoining properties or any interference with Railway Street ;

(d) The abutments of the said bridge as reconstructed and widened shall extend to such depth as shall be necessary to allow the corporation to lower the roadway thereunder to the level shown on the said section :

- (3) The Company at their own expense shall construct the superstructure of the widening of the bridge carrying their Taunton relief line over Kingston Road by this Act authorised as a girder bridge with a clear span of fifty feet and whenever the corporation require the Company at the expense of the corporation to reconstruct the existing bridge with a clear span of fifty feet the Company at their own expense shall remove the existing south-western wing wall and construct a new abutment to carry the superstructure of the widened portion of the said bridge on the red dotted line shown on the said plan B and thereupon the Company shall dedicate to the use of the public as part of Kingston Road free of cost the land necessary to widen the said road under the said widened and reconstructed bridge to fifty feet The widened portion of the said bridge and any reconstruction of the existing bridge shall be as far as reasonably practicable watertight so as to prevent the dripping of water on the surface of the road :
- (4) Except so far as may be necessary for the construction of the western abutment of the

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bridge referred to in subsection (3) hereof the abutments of the said bridges over Kingston Road shall not encroach upon any street above the level of the surface thereof :

- (5) The Company shall extend the footbridge known as "Forty steps bridge" carrying the footpath numbered 49 on Sheet No. 15 of the deposited plans southwards so far as may be necessary for the purposes of their works, by means of a bridge of the same width as the existing footbridge and may divert the said footpath in such manner as may be reasonably necessary for that purpose. The corporation shall light the said bridge as extended at their own expense and shall scavenge and sand the same when necessary but the Company shall maintain the footbridge and keep the same in repair :
- (6) Prior to the commencement of the construction of any works referred to in this section affecting any public road or footpath the Company shall furnish to the corporation for their reasonable approval plans and sections showing the alignment and levels of the proposed works and if the corporation shall not within fourteen days from the receipt of any such plans and sections notify their objections or requirements in relation thereto the same shall be deemed to be approved and the work shall be carried out in accordance with such plans and sections. If within the said period of fourteen days the corporation shall make any objection or requirement to which the Company are unable to agree the matter in difference shall be referred to arbitration in accordance with subsection (7) of this section :
- (7) If any difference shall arise between the Company and the corporation with respect to any matter under this section or as to anything to be done or not to be done thereunder the matter in difference shall be referred to and settled by an arbitrator to be agreed on between the Company and the corporation or failing

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agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection
of Taunton
Gas Light
and Coke
Company.

28. For the protection of the Taunton Gas Light and Coke Company (in this section called "the gas company") the following provisions unless otherwise agreed between the Company and the gas company shall have effect (that is to say):—

- (1) At least fourteen days before commencing the execution of any works authorised by this Act which will in any way interfere with or affect any mains service pipes or apparatus of the gas company the Company shall submit to the gas company plans sections and particulars showing the manner in which such gas mains service pipes and apparatus are proposed to be dealt with and if within fourteen days from such submission the gas company disapprove of the said plans sections or particulars or make any further requirements in relation to the dealing with the same such work shall not be commenced until the said plans sections and particulars have been agreed or settled by arbitration. Provided that if the gas company do not within fourteen days after such submission signify their approval or disapproval thereof or their requirements in relation thereto they shall be deemed to have approved of such plans sections and particulars and such mains service pipes and apparatus shall unless otherwise agreed be dealt with only in accordance with such plans sections and particulars and all works involving the interference with or affecting the same shall be executed under the superintendence if given and to the reasonable satisfaction of the engineer of the gas company or their duly authorised officer:
- (2) The engineer of the gas company may at the reasonable cost in all things of the Company execute all such works and do all such acts as may be reasonably necessary for the cutting

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off or diversion removing raising refixing sinking or otherwise altering the position of and restoring and protecting any mains service pipes valves or other apparatus or machinery of the gas company which it may be necessary to disconnect divert remove raise refix sink alter restore or protect by reason of the execution by the Company of any of the powers of this Act and for preventing any interruption to the supply of gas by the gas company or any obstruction or increased expense to the gas company in the repair renewal or inspection of such mains service pipes apparatus or machinery :

- (3) If any interruption whatsoever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned or sustained by or in consequence of any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any duly authorised person in the employ of them or any or either of them in the execution of the powers of this Act the Company shall pay to the gas company a sum or sums of money equivalent to the value of the gas so lost such sum or sums of money to be recovered in case of default by the gas company in any court of competent jurisdiction and the Company shall also be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company (including injury and loss by explosion) through or by reason of or consequent on any such act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others in the execution of the powers of this Act and the Company shall effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of any such act or omission :
- (4) If by reason of the exercise of the powers of this Act any new or increased length of gas

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mains be rendered necessary the same shall be provided and laid by the gas company and the Company shall repay to the gas company the reasonable cost thereof :

- (5) Nothing in this section contained shall prejudice alter or affect the rights of the Company or the gas company under any agreement between them relating to the mains pipes or other works of the gas company and where the provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply :
- (6) If any difference shall arise between the Company and the gas company touching this section or anything to be done or not to be done thereunder such difference shall be referred to and determined by an engineer to be appointed (unless otherwise agreed on between the parties) on the application of either party by the President for the time being of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of
Beatrice
Mary
Green and
Frank and
Lizzie
Facey.

29. Notwithstanding anything in this Act contained or shown on the deposited plan relating to the footpath and lands in the parish and urban district of Paignton in the county of Devon the Company shall not enter upon take or use any portion of the enclosure numbered on the said plan 15 in the said parish and urban district without the consent in writing of Beatrice Mary Green of "Lawford" Roundham Road Paignton and of Frank Facey and Lizzie Facey of "Oldbridge" Roundham Road Paignton so far as their respective rights and interests in such property are affected.

For protection of
Thomas
Owen and
Company
Limited.

30. For the protection of Thomas Owen and Company Limited (hereinafter in this section referred to as "the limited company") notwithstanding anything in this Act contained or shown upon the deposited plans the following provisions shall unless otherwise agreed upon in writing between the limited company and the Company apply and have effect (that is to say):—

- (1) Before stopping up and extinguishing the rights of way over so much of the road leading from

Cowbridge Road to the Ely Paper Mills which crosses the Company's South Wales Railway on the level at a point five chains east of the bridge carrying the Penarth Harbour and Dock Branch of the Company's Taff Vale Railway (hereinafter referred to as "the said Taff Vale Railway") over the said railway as is necessary for the laying of additional lines of rails and before entering upon or interfering with such road so as to render the user thereof by the limited company impracticable the Company shall—

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(a) construct to the reasonable satisfaction of the limited company and open for the use of public traffic the footbridge and approaches thereto referred to in subsection (10) of the section of this Act of which the marginal note is "For protection of certain landowners" in such a manner that the approach to the said footbridge on the south side of the said railway shall be as near as practicable to the eastern boundary of the road leading from Cowbridge Road to the Ely Paper Mills and the footpath referred to in the said section shall adjoin and form part of the proposed road hereinafter referred to. Such works shall be constructed in the position and manner approximately shown on the plan signed by Raymond Carpmael on behalf of the Company and by Thomas Armstead on behalf of the limited company;

(b) construct so much of the proposed road shown on sheet 28 of the deposited plans as lies between the road leading from Cowbridge Road to the Ely Paper Mills and the new road referred to in the said section (which last-mentioned road is hereinafter referred to as "the said new road") in the position approximately shown on the said plan and with a width of not less than eighteen feet. Such portion of the proposed road (hereinafter referred to as "the said road") shall be constructed of concrete or tarred macadam and properly and adequately

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lighted throughout its total length by means of lamps erected in the positions approximately shown on the said plan :

- (2) The level of the surface of the said road shall not be at a lower level than 26·40 feet above Ordnance datum except where the said road passes under the bridge carrying the said Taff Vale Railway over Moors Lane and between points fifty feet on either side of such bridge between which points the said road shall not be at a lower level than 25·00 feet above Ordnance datum :
- (3) The headway over the said road under the said bridge shall not be less than fourteen feet and the gradients of the said road shall not be steeper than one in thirty :
- (4) The said road shall be maintained by the Company to the reasonable satisfaction of the limited company Provided that if at any time any part of the said road is taken over by the corporation of Cardiff the liability of the Company to maintain and light such portion shall cease :
- (5) Upon the completion and opening for traffic of the said footpath and footbridge the said road and the said new road the limited company shall surrender to the Company any rights of way vested in them over the level crossing referred to in subsection (1) of this section and also over the level crossing known as Moors Lane Crossing Provided that the said first mentioned level crossing shall not be closed until the said road and the said new road are completed and opened for traffic throughout :
- (6) Such rights of way and other easements as are at present enjoyed by the limited company in over or upon the land lying between the bridge carrying the said Taff Vale Railway over the entrance to the Ely Paper Mills and the South Wales Railway of the Company shall not be terminable by the Company except for the purpose of laying additional lines of

rails thereover Provided that the Company shall at all times have free right of access over the said land to their adjoining property: A.D. 1930.

(7) Section 49 of the Great Western Railway Act 1914 is hereby repealed:

(8) If any difference shall arise between the Company and the limited company respecting the matters aforesaid or any of them such difference shall be settled by an engineer to be appointed unless otherwise agreed by the President of the Institution of Civil Engineers at the request of either party and the provisions of the Arbitration Act 1889 shall apply to any such reference.

31. For the protection of Thomas Owen and Company Limited the Commissioners of Church Temporalities in Wales Frank Pearson Skeffington Cresswell William Lisk Evan John Carne David the lord mayor aldermen and citizens of the city of Cardiff (in this section referred to as "the corporation") John Glynne Richards Homfray and Lawrence Gardner Williams and Herbert Richards Homfray his trustees William Herbert Williams and George Willoughby David the trustees of the will of the late Edward David Messieurs William Thorne and Sons Gwladys Catherine Cresswell Nest Elizabeth Pearson Francis-Williams the wife of Cecil Francis-Williams Mountjoy Limited Henry Lewis and Lawrence Gardner Williams Rupert Wyndham Lewis and Lewis Erskine Wyndham Williams his trustees and Isidor Nicholl Tanfield Vachell owners of lands in the parish and city and county borough of Cardiff to which the road known as Moors Lane affords access (all of whom are in this section collectively referred to as "the owners") the following provisions shall notwithstanding anything in this Act contained or shown on the deposited plans unless otherwise agreed upon in writing between the owners and the Company apply and have effect (that is to say):—

For protection of certain land-owners.

(1) Within one month of receiving notice from the Company the corporation shall commence to construct and shall complete with all reasonable dispatch for the use of the public a new road forty feet in width including a footpath on either side thereof not less than six feet in width

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(which road and footpaths are in this section collectively referred to as "the new road") between Lansdowne Road and Moors Lane in the position approximately shown coloured red on the plan signed by the Earl of Donoughmore 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) and subject as provided in subsection (9) hereof the Company shall not under the powers of this Act stop up so much of Moors Lane as lies between its junction with Cowbridge Road and a point eight and a half chains south thereof until the new road and the new footpath and footbridge referred to in subsection (10) hereof shall have been constructed and opened for traffic :

- (2) The respective owners shall when required so to do but subject and without prejudice to the interests of the respective tenants of the lands affected give to the corporation or the Company as the case may be possession of the lands required for the construction of the new road and for the widening of Moors Lane in this section referred to and shall allow the corporation or the Company as the case may be to construct the earthwork slopes to support the said works on their adjoining property :
- (3) The new road shall be constructed throughout so that the level of the surface thereof shall not be at a lower level than 26·40 feet above Ordnance datum except between a point fifty feet south of the bridge carrying the Penarth Harbour and Dock Branch of the Company's Taff Vale Railway (hereinafter referred to as "the Taff Vale Railway") over the road leading from Grosvenor Street to the sanatorium belonging to the corporation and the point of junction of the new road with Lansdowne Road between which points the surface of the new road shall not be constructed below a level of 25·00 feet above Ordnance datum :

(4) (a) The new road shall be formed in accordance with the byelaws of the corporation relating to new streets and shall be properly lighted throughout. Between Moors Lane and the western boundary of the enclosure numbered 23 on sheet 28 of the deposited plans a post and rail or concrete post and seven-wire fence as the owners respectively affected may elect shall be erected on the north side of the new road and a chain link fence six feet high with concrete posts on the south side thereof. Such fences with all necessary struts to be erected immediately adjoining and at the same level as the footpath on the north side and at the bottom of the supporting slope of the new road on the south side. Neither the corporation nor the Company shall be under any liability to maintain the said fences;

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(b) The slopes to support the new road and the widening of Moors Lane shall not be flatter than two to one and shall be suitably seeded;

(c) The necessary means of access between the new road and the adjoining lands shall be provided by the corporation at such points as shall be reasonably approved by the respective owners with proper gates and posts each such access to be of a width of not less than eight feet with a gradient not steeper than one in twelve;

(d) A flap valve shall be provided at the southern end of the culvert to carry the new road over the stream which passes along the western boundary of the enclosure numbered 21 on sheet 28 of the deposited plans:

(5) Where the new road passes under the bridge carrying the Taff Vale Railway over the said road leading to the sanatorium and under the bridge to be constructed to carry thereover the portion of the South Wales Railway of the Company which the Company are by the Great Western Railway Act 1901 authorised to deviate a headway of not less than fourteen feet shall

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be provided in each case and the gradients of the new road shall not be steeper than one in thirty :

- (6) Upon the completion of the new road the Company shall repay to the corporation the cost of erecting the said fences gates and posts and shall contribute eighteen-fortieths of the cost of constructing the new road except the portion hatched red on the said plan :
- (7) The new road after its completion shall be maintained and lighted by the corporation as a highway repairable by the inhabitants at large :
- (8) The owners shall have full rights of access at all times for all purposes from their respective lands to and over the new road when constructed with full and free frontage rights but if and when any of the owners (other than the corporation) erect on his or their property any building (other than a temporary structure) fronting on to the new road he or they shall pay to the corporation such an amount per foot of frontage as represents the cost incurred by the corporation in constructing the portion of the new road west of the enclosure numbered 23 on sheet 28 of the deposited plans after deducting the amount contributed by the Company Any sum due to the corporation under the provisions of this subsection shall be deemed to be private improvement expenses within the meaning of Part VI of the Cardiff Corporation Act 1884 and payment thereof may be enforced accordingly :
- (9) For the purposes of the construction of the said deviation of the South Wales Railway the Company may close the said portion of Moors Lane so soon as the new road except the portion thereof between Lansdowne Road and the northern side of the bridge carrying the Taff Vale Railway over the new road shall have been completed and opened for traffic During the period intervening between the closing of the said portion of Moors Lane and the completion of the said deviation which shall after such closing be completed with all reasonable dispatch

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the owners shall be entitled to use the existing road and level crossing between Lansdowne Road and the north side of the Taff Vale Railway subject to the Company being at liberty to divert the existing road as they may find reasonably necessary but they shall provide a headway under the said deviation of not less than twelve feet and gradients not steeper than one in twelve :

- (10) The Company may widen Moors Lane as shown on the said plan and alter the level thereof and shall construct and open for the use of public traffic a new footpath of not less than six feet in width in the position approximately shown coloured red on the said plan to connect the new road with Cowbridge Road at or near the junction with the last-mentioned road of the road leading to the Ely Paper Mills and shall carry such footpath over the South Wales Railway by means of a footbridge not less than eight feet in width :
- (11) The new footpath shall be constructed so that the level of the surface thereof shall not be at a lower level than 26·40 feet above Ordnance datum except where the same passes under the bridge carrying the Taff Vale Railway over Moors Lane and for a distance of fifty feet on either side of such bridge between which points the level of the new footpath shall not be lower than 25·00 feet above Ordnance datum and the headway under the said bridge shall not be less than eight feet :
- (12) The new footpath and footbridge shall be constructed to the reasonable satisfaction of the corporation including the installation of proper and adequate lighting for the footbridge and footpath and the adjoining road referred to in the section of this Act of which the marginal note is " For protection of Thomas Owen and Company Limited " and on the completion of the new footpath the corporation shall take over and maintain the same as a public footpath and become responsible for the lighting of the

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said road footbridge and footpath and the Company shall maintain the structure of the footbridge :

- (13) Upon the completion and opening for traffic of the new road and the new footpath and footbridge any rights of way vested in the owners over so much of Moors Lane as lies between its junction with Cowbridge Road and a point eight and a half chains south thereof shall be extinguished and the provisions of this section shall be accepted by each owner respectively in full satisfaction for any claim for compensation in respect of the closing thereof :
- (14) Any difference which may arise between the Company and any of the owners 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 of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to such reference and determination.

Power to
Company
to acquire
additional
lands.

32. 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) :—

In the county of London—

Lands in the parish and metropolitan borough of Paddington lying on and adjoining the southern side of the Company's main line of railway and abutting on the roads known as Westbourne Terrace Orsett Terrace and Gloucester Terrace ;

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Certain other lands in the said parish and metropolitan borough lying on and adjoining the southern side of the Company's said railway west of the bridge known as Ranelagh Bridge carrying the road leading from Gloucester Terrace to Harrow Road over that railway.

In the county of Wilts—

Lands in the parish of Heywood in the rural district of Westbury and Whorwellsdown and in the parish and urban district of Westbury lying on and adjoining the northern side of the Company's Stert and Westbury Railway and extending in a westerly direction from the bridge carrying that railway over the road leading from Heywood to Westbury;

Lands in the parish of Dilton Marsh in the rural district of Westbury and Whorwellsdown lying on and adjoining the northern side of the Company's Wilts Somerset and Weymouth Railway west of the bridge carrying the road leading from Southwick to Penleigh over that railway at or near Lambert's Farm;

Lands in the said parish and rural district and in the parish and urban district of Westbury lying on and adjoining the southern side of the Company's said railway and extending between points respectively nine chains and forty-one chains east of the bridge carrying the last-mentioned road over that railway at or near Lambert's Farm and lying on and adjoining the western side of the Company's Salisbury Branch Railway and extending between the last-mentioned point and a point fifty-three chains south thereof.

In the county of Somerset—

Lands in the parish and city and county borough of Bristol abutting on the north-eastern side of Bath Road south-east of the bridge carrying Bath Road over the river Avon (New Cut);

Certain other lands in the said parish and city and county borough lying on and adjoining the south-eastern side of the Company's Bristol and Exeter Railway and extending from the bridge

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carrying the said railway over Windmill Hill Road at the south-western end of Bedminster Station to the bridge carrying Bedminster Down Road over that railway;

Certain other lands in the said parish and city and county borough lying on and adjoining the north-western side of the said railway north-east of the last-mentioned bridge;

Lands in the parish of Selwood in the rural district of Frome lying on and adjoining the north-western side of the Company's Wilts Somerset and Weymouth Railway at and near the bridge carrying the road leading from Clink to Berkley over the said railway;

Certain other lands in the said parish and rural district lying on and adjoining the north-western side of the said railway and extending in a north-easterly direction from the bridge carrying the road leading from Shaftesbury to Frome over that railway at or near Blatchbridge Farm;

Lands in the parish of Lyng in the rural district of Bridgwater and in the parishes of Durston and Creech St. Michael in the rural district of Taunton lying on and adjoining the north-western side of the Company's Bristol and Exeter Railway at and near the junction (known as Cogload Junction) of the Company's Durston Loop Railway with the said railway;

Lands in the parish of Lyng in the rural district of Bridgwater and in the parish of Durston in the rural district of Taunton lying between the said Bristol and Exeter Railway and the Company's Durston Loop Railway and extending from Cogload Junction aforesaid along the south-eastern boundary of the first-mentioned railway and along the northern boundary of the last-mentioned railway;

Lands in the parishes of Durston and Creech St. Michael in the rural district of Taunton lying on and adjoining the southern side of the Company's Durston Loop Railway and the south-eastern side of the Company's Bristol and Exeter Railway and

extending from a point thirty-nine chains east of Cogload Junction aforesaid to the Company's Creech pumping station;

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Lands in the parish of Creech St. Michael in the rural district of Taunton lying on and adjoining both sides of the said Bristol and Exeter Railway and extending from a point near the said pumping station to Creech St. Michael Halt;

Lands in the parishes of West Monkton Cheddon Fitzpaine and St. James Without in the rural district of Taunton and in the parish and borough of Taunton lying on and adjoining the northern side of the said Bristol and Exeter Railway and extending from a point near the junction (known as Creech Junction) of the Company's Chard Branch Railway with that railway to a point near the bridge carrying the said Bristol and Exeter Railway over the Company's Bridgwater and Taunton Canal;

Lands in the parish and borough of Taunton and in the parish of Staplegrove in the rural district of Taunton lying on and adjoining the northern side of the Company's Bristol and Exeter Railway and extending from a point near the bridge carrying the said railway over Kingston Road at Taunton Station to a point near the level crossing near Staplegrove Flock Mills by that railway of the road leading from Bishop's Hull to Langford;

Lands in the parishes of Staplegrove Norton Fitzwarren and Bishop's Hull Without in the rural district of Taunton lying on and adjoining both sides of the Company's said railway and extending from the last-mentioned point to Norton Fitzwarren Station.

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 extending from the level crossing (known as Tanner's level crossing) by the said railway of the road leading to Goodrington Sands to a point two chains north thereof and abutting on the northern side of the said road west of the said level crossing;

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Certain other lands in the said parish and urban district lying on and adjoining the eastern side of the said railway south of the said level crossing.

In the county of Cornwall—

Lands in the parish of St. Austell Rural in the rural district of St. Austell lying on and adjoining the south-western side of the Company's Newquay Branch Railway south-east of the bridge carrying the road leading from Bugle to Bodmin over the said railway at Bugle Station;

Lands in the parish of Roche in the rural district of St. Austell lying on and adjoining the north-eastern side of the said railway north-west of the last-mentioned bridge.

In the county of Oxford—

Lands in the parishes of Grimsbury and Neithrop in the borough of Banbury lying on and adjoining the eastern side of the Company's Oxford and Birmingham Railway and extending from the bridge carrying the road leading from Banbury to Brackley over the said railway at the northern end of Banbury Station to a point near the junction of the Banbury Branch Railway of the London and North Eastern Railway Company with that railway;

Certain other lands in the said parishes and borough lying on and adjoining the western side of the Company's said railway south of the bridge carrying the road leading from Grimsbury Mill House to Old Grimsbury over that railway and in connection therewith they may alter and divert along the western side of the Company's said railway between the points next hereinafter mentioned the stream which passes under the Company's said railway at points respectively nine and a half chains and twenty-seven chains south of the last-mentioned bridge.

In the county of Warwick—

Lands in the parish and city and county borough of Birmingham lying on the northern side of the Company's Oxford and Birmingham

Railway and abutting on Park Street Bordesley Street Allison Street and Shaw's Passage and in connection therewith they may stop up and extinguish all rights of way over Shaw's Passage.

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In the county of Worcester—

Lands in the parish of Kidderminster Foreign in the rural district of Kidderminster and in the parish and borough of Kidderminster lying on and adjoining the eastern side of the Company's Oxford Worcester and Wolverhampton Railway south of the bridge carrying Comberton Road over that railway at the northern end of Kidderminster Station;

Lands in the parishes of Upper Swinford and Stourbridge in the borough of Stourbridge lying on and adjoining the eastern side of the Company's Oxford Worcester and Wolverhampton Railway and extending between points respectively fifteen and a half chains south and nineteen and a half chains north of the bridge carrying the said railway over Brook Road near Stourbridge Junction Station.

In the county of Lancaster—

Lands in the parish and city and county borough of Salford lying on and adjoining the southern side of the railway of the London Midland and Scottish Railway Company and the northern side of Eccles New Road and extending from Newall Street to a point fifteen chains west thereof.

In the county of Glamorgan—

Lands in the parish and city and county borough of Cardiff lying on and adjoining the northern side of the Company's South Wales Railway and extending from Pellett Street to Penarth Road;

Certain other lands in the said parish and city and county borough lying on and adjoining the southern side of the said railway at or near the Bute Docks Feeder;

Certain other lands in the said parish and city and county borough lying on and adjoining

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the southern side of the Company's South Wales Railway and under a portion of the site thereof and extending from East Wharf Road to Penarth Road;

Certain other lands in the said parish and city and county borough lying on and adjoining the south-western side of the Company's Riverside Branch Railway north-west of Penarth Road;

Certain other lands in the said parish and city and county borough lying on and adjoining the northern side of Saunders Road at or near Eisteddfod Street and in connection therewith they may stop up all rights of way over Eisteddfod Street Gough Street Scott Street and Havelock Street for a distance of one chain from the southern terminations of those streets respectively;

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 Station Terrace and the south-western side of the river Rhondda south-east of the footbridge over the said branch at Treherbert Station.

In the county of Carmarthen—

Lands in the parish of Llangunnor in the rural district of Carmarthen lying on and adjoining the southern-eastern side of the Company's Carmarthen and Cardigan Railway north-east of the junction of the Company's Carmarthen Loop Railway with that railway;

Certain other lands in the said parish and rural district lying on and adjoining the north-western side of the said railway north-east of the above-mentioned junction.

In the county of Pembroke—

Lands in the parish of Milford in the urban district of Milford Haven forming the site of a portion of the Milford Haven Dock and Railway Company's railway and abutting on both sides thereof and on the eastern side of the approach road leading to the Company's goods yard and

extending from the southern end of that goods yard to a point two chains north of the bridge carrying Victoria Road over that railway; A.D. 1930.
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Certain other lands in the said parish and urban district lying on and adjoining the western side of the approach road leading to the Company's goods yard and extending from the entrance to the said goods yard to a point four chains south thereof.

33.—(1) The provisions of the London Building Acts 1894 to 1928 and any Act amending the same and any byelaws and regulations in force thereunder shall apply to the execution of any works on over or under any lands in the administrative county of London (in this section called "the county") acquired appropriated or used by the Company under the powers or for the purposes of this Act and to any new buildings or additions to or alterations of existing buildings erected or made on or over any such lands and the Company shall be entitled to the benefit of any special exemptions in favour of railway companies contained in the said Acts byelaws or regulations but no such exemption shall be deemed to apply to such part of any building as shall be used or intended to be used for other than railway purposes. For protection of London County Council.

(2) Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company without the consent of the London County Council (in this section called "the council") to erect or maintain in the county any building or structure (other than parapet walls of bridges) beyond the general line of buildings in any street part of a street place or row of houses.

(3) The Company shall not where any house or building in the county acquired under the powers of this Act has been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in an unsightly condition for a longer period than is reasonably necessary.

(4) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the lands in the county acquired under or the purchase of which is confirmed by this Act or upon any building hoarding

A.D. 1930. — structure or erection (whether during or after the construction of the works by this Act authorised) fronting on any public street or open space in the county any placards or advertisements except such as shall have been approved in writing by the council and if any such placard or advertisement is affixed or exhibited without such approval the council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting advertisements or placards giving information to the public as to the business of the Company.

(5) Notwithstanding anything contained in this Act or shown on the deposited plans the lengthening of the bridge in the metropolitan borough of Paddington known as Westbourne Bridge over the Company's main line of railway shall be constructed of the same width between the parapets as that of the existing bridge and such lengthened bridge shall be so protected or fenced as to prevent as far as may be reasonably practicable the escape of steam smoke or other offensive effluvia into the roadway or footway and in constructing the Railway No. 1 by this Act authorised under Bishop's Road the Company shall not reduce the width of any portion of Bishop's Road.

(6) The Company in executing the said lengthening shall not make the gradient of Westbourne Terrace steeper than one in thirty.

(7) The Company shall not execute or commence the said lengthening or any works in connection therewith or any works in connection with the construction of Railway No. 1 affecting Bishop's Road until they have given to the council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the offices of the council with plans elevations sections and all other necessary particulars of the works and until the council have signified their approval of the same (unless the council fail to signify such approval or their disapproval or other directions within twenty-eight days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid) and the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution and subsequent maintenance of the works and shall save harmless the council against

all and every reasonable expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the council at the costs charges and expenses in all respects of the Company.

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(8) The Company shall not without the consent of the council construct under any street or public roadway any part of the subways by this Act authorised or any works connected therewith which will be within twenty-five feet of the surface of such street or roadway except in accordance with plans and sections submitted to and approved by the council such approval not to be unreasonably withheld.

(9) Any difference which may arise between the council and the Company under the provisions of subsection (7) or subsection (8) of this section shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

34. For the protection of the mayor aldermen and councillors of the metropolitan borough of Paddington (in this section referred to as "the council") notwithstanding anything in this Act contained the following provisions shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say):—

For protection of
Paddington
Borough
Council.

(1) Before commencing the construction of any works by this Act authorised situate in the metropolitan borough of Paddington (hereinafter referred to as "the borough") under any highway vested in the council or any works which will involve the breaking up or interference with the surface of any street repairable by the council (all of which shall be deemed to be included in the expression and hereinafter referred to as "the said works") the Company shall submit to the council for their reasonable approval plans sections and other necessary particulars of the works proposed to be constructed and as to the extent of the surface of any street proposed to be occupied Provided that if the council fail to signify their approval

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or disapproval of the said plans sections and particulars within twenty-eight days they shall be deemed to have approved the same and the said works or any part of them shall not be constructed except according to the said plans sections and particulars approved as aforesaid :

- (2) The said works shall be carried out under the supervision of the engineer of the council (hereinafter referred to as "the said engineer") if given and the Company shall at their own expense in all things comply with and conform to all the reasonable directions and requirements of the said engineer :
- (3) From and after the acquisition by the Company under the powers of this Act of any of the lands in the borough numbered on sheet 12 of the deposited plans 11 to 40 inclusive the drains combined drains sewers manholes and apparatus in connection therewith situate in or under the said lands shall vest in and belong to the company and thereafter the council shall be relieved of any liability or responsibility in respect of any such drains combined drains sewers manholes and apparatus connected therewith :
- (4) Notwithstanding anything to the contrary contained in this Act or shown on the deposited sections the Company shall not make up the carriageway of Westbourne Terrace to a gradient greater than one foot in thirty feet :
- (5) In the case of all highways in the borough affected by their works the reinstatement and surface paving of the portions so affected shall be carried out by the Company in such manner and with such materials as may be reasonably approved by the council :
- (6) If it shall be necessary for the purpose of the execution of any of the said works to remove any refuge lamp column guard post or any apparatus under the control of the council the Company shall restore the same to the reasonable satisfaction of the said engineer and in such position as he may determine :

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(7) All tunnels arches and other works within the borough shall be constructed and maintained by the Company in such manner as at all times to support not only the traffic lawfully using the streets within the borough but also any steam roller traction engine by whatever power worked that the council or its contractors reasonably may use for repairing and reconstructing highways under the control of the council and the company shall indemnify the council against all liability damages costs and expenses whatsoever that the council may incur or be put to whether by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect properly and efficiently to maintain the same as aforesaid or arising from water percolating or flowing into the tunnels or other works of the Company from the surface of the land drains sewers or otherwise :

(8) The following provisions shall apply to buildings now standing or hereafter to be erected by the Company on the lands to be acquired under the provisions of this Act and situate in the borough (viz.) :—

(a) No lands acquired by the Company under the powers of this Act and situate in the borough shall unless and until Parliament otherwise determines be used by the Company for the receiving or delivery of milk or fish traffic or other traffic of an equally noisy or offensive nature but this provision shall not be deemed to preclude the receiving and delivery of down line fish traffic carried in parcels by passenger or parcels train ;

(b) No part of any such building shall be suffered or allowed by the Company to fall into a derelict condition so as to become unsightly or a nuisance to the occupiers of other premises in the immediate neighbourhood ;

(c) In the event of any such buildings fronting Westbourne Terrace Gloucester Terrace or Orsett Terrace being demolished and the land forming the site thereof remaining

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unbuilt upon the Company shall erect and properly maintain a screen wall fronting such street;

(d) In the event of any building or other structure being erected by the Company within the limits of deviation of Railway No. 1 fronting or abutting upon Bishop's Road at a distance less than seventy feet measured on the square from the boundary of the highway on the opposite side of such thoroughfare so that any part thereof shall be at a greater height than the level of the said road and the said road shall thereafter be widened throughout its entire length or a substantial part thereof adjoining the said bridge by the road authority then the Company shall at its own expense take down and remove so much of any such building as shall be necessary to permit such widening to be carried out:

- (9) The Company shall not where any house or building in the borough shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in an unsightly condition for any longer period than is reasonably necessary:
- (10) (a) The Company shall submit to the Council plans sections and other necessary particulars of any entrances or exits to and from any of the lands in the borough to be acquired by the Company under the provisions of this Act from or to any public street and the levels of the highways adjacent thereto and the approaches therefrom shall be so designed as not to cause undue interference with the public traffic in the adjoining streets proper regard being had to the requirements of the Company and the works in connection with the construction of any such entrances and exits shall not be commenced until twenty-eight days after the submission of the said plans sections and particulars and the provisions of subsection (1) of this section relating to the plans sections and particulars referred to therein shall apply to the plans sections and particulars in this subsection referred to;

(b) The Company shall not open or make any ventilators air shafts or other similar openings in any roadway or footway in the borough :

(11) (a) The Company shall not remove any soil or material from under any street in the borough except such as must be excavated from the space to be occupied by the tunnels subways stations and approaches thereto ;

(b) In the construction of the said works and works connected therewith the Company shall not permit or suffer any cart wagon or other vehicle to carry any soil excavated from the said works or works connected therewith through any street in the borough except in carts or wagons so constructed as to prevent as far as reasonably practicable any of such soil dropping therefrom ;

(c) The Company or any contractor employed by them shall not deposit any subsoil or materials anywhere within the borough so as to cause any obstruction to any persons using the roads or footways within the borough :

(12) Where any works to be done by the Company by virtue of this Act shall or may pass under or over any sewer or interfere with any sewer or any drain gully or works under the jurisdiction or control of the council by virtue of the Metropolis Management Act 1855 or any Act or Acts amending or amplifying the same or shall or may in any way affect the sewerage or drainage of the borough the same shall be carried out by the Company in accordance with a plan and section showing full and necessary particulars thereof previously submitted to and reasonably approved by the council Provided always that if the council do not signify their approval or disapproval within twenty-eight days after the receipt of the plan section and particulars aforesaid they shall be deemed to have approved thereof :

(13) The Company shall provide by new altered or substituted works in such manner as the council

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may reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by reason of the construction of the said works or any part thereof and all such works shall be done by or under the direction and superintendence of the said engineer at the cost of the Company :

- (14) When any new or altered or substituted works as aforesaid shall be completed by or at the costs charges or expenses of the Company under the provisions of this section the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council as the existing sewers or works now are and nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested in the council or of their successors in respect of the said sewers or works but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed :
- (15) The Company shall make full compensation to the council for any damage to or subsidence of any road or footway repairable by the council and any buildings sewer drain or work under the jurisdiction or control of the council in or under or contiguous to any street road or footway in or under which any part of the works by this Act authorised may be executed by the Company which may be caused by or in consequence of the exercise of any powers under this Act or by any act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the said works or at any time thereafter :
- (16) (a) The position extent and period of retention of any hoarding to be erected on any carriageway or footway in the borough for the purpose of any of the said works or any works in connection therewith shall be such as shall be agreed with the engineer to the council or failing agreement shall be determined by arbitration;

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(b) The Company shall at all times during the progress of the erection construction reconstruction or alteration of the works of the Company by this Act authorised comply with all reasonable requirements of the council as to the provision of necessary barriers hoardings and other precautions for the due protection of the public and for the lighting and watching of such barriers and hoardings Provided that nothing in this section contained shall be deemed to impose any liability on the council for any loss or damage which may happen to or be caused by reason of any act carried out in accordance with the requirements of the council or work done under their supervision and the Company shall indemnify and save harmless the council in respect of any claims made on the council for loss or damage occasioned by reason of any act default or omission of the Company or their contractors agents servants or workmen in connection with the works;

(c) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act or upon any building or hoarding erected in connection therewith and whether during or after the construction of the works fronting on any public street in the borough any placards or advertisements except such as shall have been approved in writing by the council and if any such placard or advertisement be affixed or exhibited without such approval the council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station or building notices in connection with the undertaking of the Company :

- (17) The Company shall within twenty-four hours of the discovery by them of the presence of water in the workings during the construction of the works in such quantities as to necessitate any special measures give written notice of such discovery to the said engineer and afford him or other officer or servant of the council duly appointed

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for the purpose all reasonable facilities from time to time for entering upon and inspecting the works of the Company in order that the council may indicate to the Company or at their option themselves take such measures as they may deem to be necessary for the protection of highways sewers drains buildings and other matters or things within their control In the event of any such precautionary or protective works being undertaken by the council the Company shall upon request give such reasonable facilities and assistance and permit of the use of such of their workings or machinery or other things upon such conditions as may be agreed upon between the Company and the council or failing agreement as settled by arbitration as hereinafter provided All costs and expenses and contingent liabilities of all such works shall be borne and paid by the Company and any such precautionary or protective or other works undertaken by the council shall not relieve the Company of any obligations under the provisions of this Act :

- (18) If any extra expense be incurred by the council for the repair of any street or road of the council by reason of the extraordinary traffic in the making or construction of the works or by reason of the diversion thereto of traffic in consequence of the making or construction of such works the Company shall repay the reasonable amount of such expenses to the Council :
- (19) The Company may for the purposes of and during the execution of the works in connection with the lengthening of Westbourne Terrace Bridge and the construction of the bridge to carry Bishop's Road over Railway No. 1 by this Act authorised temporarily close for a period not exceeding four months the roads over the said bridge and railway without providing any substitute therefor Provided that the said roads shall not be closed at one and the same time and that as regards Bishop's Road Bridge the Company shall at all times

leave open either as part of the structure or by means of a temporary bridge or bridges so much thereof as shall afford a space of not less than ten feet in width available for vehicular traffic and capable of carrying vehicles not exceeding five tons in weight when laden and a footpath not less than six feet in width on one side of the said bridge for the whole length thereof :

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(20) So far as relates to all property acquired by the Company in the borough section 133 of the Lands Clauses Consolidation Act 1845 shall be read construed and applied as if references to the general rate were substituted for all references therein to the poor rate and the assessments on which any payment made by the Company under the said section 133 is based shall be inserted in the valuation list and any such payment shall be taken into account for the purpose of ascertaining the proceeds of any rate :

(21) Any difference which may from time to time arise under the provisions of this section between the council and the Company shall be referred to and determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

35. Nothing in this Act shall authorise any interference with electric lines and works of the Metropolitan Electric Supply Company Limited or the London Power Company Limited except in accordance with and subject to the provisions of section 17 of the schedule to the Electric Lighting (Clauses) Act 1899.

For protection of Metropolitan Electric Supply Company Limited and London Power Company Limited.

Notwithstanding the stopping up temporarily of any public street or place under the powers of this Act it shall be lawful for the Metropolitan Electric Supply Company Limited and the London Power Company Limited respectively to exercise the same rights of access as they now enjoy to all or any mains pipes wires or other works of such company situate in or under any street or place.

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For protection
of Ecclesi-
astical Com-
missioners
and
Paddington
Estate
Trustees.

36. For the protection of the Ecclesiastical Commissioners and of the Paddington Estate Trustees the following provisions shall unless otherwise agreed in writing between the Ecclesiastical Commissioners and the Paddington Estate Trustees on the one hand and the Company on the other hand have effect (that is to say) :—

(1) In this section the expression “ the Paddington Estate Trustees ” shall include the Honourable Thomas Henry Frederick Egerton Lieutenant Colonel Evelyn William Thistlethwaite and Charles Vernon Somers Cocks the present trustees of the Paddington Estate or other the trustees for the time being of the said estate and their assigns and the expression “ the Paddington Estate ” shall include all property for the time being comprised in or subject to a statutory lease for a term of two thousand years from the twenty-first day of May one thousand eight hundred and ninety-five into which the term granted by a perpetually renewable lease dated the second day of July one thousand eight hundred and ninety-six and made between the Ecclesiastical Commissioners of the one part and John Cavendish Orred Walter Morshead and George Tournay Biddulph of the other part has been converted by the operation of the Law of Property Act 1922 or of which the Ecclesiastical Commissioners or the Paddington Estate Trustees may for the time being be either owners or lessees :

(2) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not under the powers of this Act enter upon take or use any part of the premises numbered on sheet No. 12 of the deposited plans 11 12 13 14 and 15 in the metropolitan borough of Paddington :

(3) Notwithstanding anything in this Act contained if the Company do not within one year from the date of the passing of this Act serve upon the Ecclesiastical Commissioners and the Paddington Estate Trustees notice to treat for the purchase of the lands and premises coloured red on the

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plan (in this section referred to as "the signed plan") signed by the Earl of Donoughmore 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 House of Lords one copy in the Committee and Private Bill Office of the House of Commons one at the offices of the Company one at the offices of the Ecclesiastical Commissioners and one at the offices of the Paddington Estate Trustees) the powers of the Company for the compulsory purchase of the said lands and premises or any part thereof shall as from the expiration of the said period of one year cease and determine :

- (4) After the Company have acquired under the powers of this Act the said lands and premises coloured red on the signed plan or any part thereof and until they shall demolish the existing dwelling-houses maisonettes and flats comprised in the premises acquired by them the Company subject as hereinafter provided shall not use or occupy the said dwelling-houses maisonettes or flats or permit the same to be used or occupied otherwise than as single private dwelling-houses private residential maisonettes or private residential flats or as offices and shall keep the exterior of such dwelling-houses maisonettes and flats or so much thereof as shall from time to time not have been demolished in such repair and condition as to conform with the covenants contained in the lease or leases under which the said dwelling-houses are now held from the Paddington Estate Trustees :

Provided that—

(a) The Company may use such portions of the sites of the said dwelling-houses maisonettes and flats respectively (not being within a less distance than forty feet from the existing building frontages in Gloucester Terrace and Orsett Terrace respectively) as they may require in conjunction with the land lying at the rear of the said dwelling-houses for the purpose of a parcels office;

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(b) If and when the Company demolish any of the existing dwelling-houses maisonettes or flats fronting on Gloucester Terrace Orsett Terrace or Westbourne Terrace they shall within two years after the completion of such demolition erect upon the sites of the dwelling-houses maisonettes or flats so demolished new dwelling-houses or flats or offices to a height of not less than fifty feet above the existing pavement level in accordance with designs and elevations previously submitted to and reasonably approved by the surveyors of the Ecclesiastical Commissioners and of the Paddington Estate Trustees;

(c) The Company shall keep and maintain the exterior of all such new dwelling-houses or flats or offices in good and substantial order repair and condition to the reasonable satisfaction of the Ecclesiastical Commissioners and the Paddington Estate Trustees;

(d) If the Paddington Estate Trustees use or authorise to be used for any other purpose than as private residences or flats or offices any premises for the time being belonging to them situate—

(i) in Gloucester Terrace between Ranelagh Bridge and Orsett Terrace; or

(ii) in Orsett Terrace; or

(iii) in Westbourne Terrace northward of James Street;

the Company may use or authorise to be used for any purpose similar to any such other purpose any premises forming part of the Paddington Estate acquired by them under the powers of the Great Western Railway (Additional Powers) Act 1924 or this Act and abutting on the terrace in which premises of the Paddington Estate Trustees are so used:

(5) The Company shall not use or permit to be used as dwellings for persons of the working

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class any premises forming part of the Paddington Estate and acquired by them under the powers of this Act or any buildings erected or to be erected on the site of such premises :

- (6) The Company shall within five years from the date of the conveyance to them of the said lands and premises coloured red on the signed plan or any part thereof pull down and remove the existing buildings and structures erected on the lands in the rear of the dwelling-houses comprised in such lands and premises and erect a parcels office on those lands with such sidings and other works and conveniences as may be necessary in connection therewith and an exit from the said lands over so much of the site of the premises numbered 12 14 and 16 Orsett Terrace as they may reasonably require to use for that purpose The said lands shall not be used by the Company for any other purpose than as a parcels office and except as hereinbefore expressly provided the said lands shall not unless or until Parliament otherwise determines be used by the Company for the provision of running lines goods or engine sidings engine or carriage sheds turntables or any similar works nor shall the said lands be used for the receiving or delivery of milk or fish traffic or of other traffic of an equally noisy or offensive nature but this provision shall not be deemed to preclude the receiving and delivery of down line fish traffic carried in parcels by passenger or parcels train Provided that nothing in this subsection shall prejudice or affect any opposition by the Ecclesiastical Commissioners or the Paddington Estate Trustees to any application by the Company for any modification of the provisions of this subsection :
- (7) The Company shall not where any house or building shall have been wholly or in part demolished by them leave any adjoining structure in an unsightly condition for any longer period than is reasonably necessary :
- (8) (a) The Company shall not exhibit or permit to be exhibited on any land structure or premises

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fronting on any part of Westbourne Terrace Orsett Terrace or Gloucester Terrace any notice or advertisements (including sky signs or lights used for advertising purposes) other than notices at the exit from the said parcels office (to be placed not higher than the level of the first floor of the dwelling-houses fronting on Orsett Terrace) containing directions as to the user of the said parcels office;

(b) The Company shall not place or erect or cause or permit to be placed or erected on any part of any land or premises forming part of the Paddington Estate which may be acquired by them under the powers of this Act any glaring or intermittent signs :

- (9) The Company shall not except for temporary lights during the erection of buildings on the said lands and premises coloured red on the signed plan and for such lights as the Company may reasonably require for lighting any entrance to or exit from the said parcels office use any large external arc light or flare lamp which may be an annoyance to occupiers of any part of the Paddington Estate near to such lands :
- (10) The Company shall not use or permit their employees to use the roadway of Westbourne Terrace Orsett Terrace or Gloucester Terrace for parking loading or unloading any vehicle :
- (11) The Company shall not place or use on any part of the said lands and premises coloured red on the signed plan any machinery or stationary engine of a noisy character so as to cause any nuisance annoyance or disturbance to the Paddington Estate Trustees or the lessees or occupiers of any part of the Paddington Estate :
- (12) Notwithstanding anything contained or implied in any grant or conveyance to the Company by the Ecclesiastical Commissioners or the Paddington Estate Trustees of any lands under the provisions of this Act the owners for the time being of the Paddington Estate shall not be precluded from erecting or re-erecting upon

any part of that estate any buildings of a height not exceeding the maximum height permitted under the provisions of the London Building Act 1894 or any Act amending the same : A.D. 1930.

(13) If at any time the Company intend to sell or dispose of the said lands and premises coloured red on the signed plan or so much thereof as they shall acquire or any lands or premises forming part of the Paddington Estate acquired by them under the powers of the Great Western Railway (Additional Powers) Act 1924 the Company before offering the same to any other person shall by notice in writing give to the Ecclesiastical Commissioners and the Paddington Estate Trustees the option of repurchasing the same at such price as may be agreed between the Company on the one hand and the Ecclesiastical Commissioners and the Paddington Estate Trustees on the other hand or failing such agreement as may be determined by arbitration in manner hereinafter in this section provided Provided that such option shall not be exerciseable later than six months from the date of such notice :

(14) (a) If the Company serve upon the Ecclesiastical Commissioners and the Paddington Estate Trustees notice to treat for the purchase of the said lands and premises coloured red on the signed plan or any part thereof within the time limited in that behalf by subsection (3) of this section the Ecclesiastical Commissioners and the Paddington Estate Trustees shall convey to the Company their respective estates and interests in the lands and premises comprised in the said notice to treat (in this subsection referred to as "the Gloucester Terrace site") and the Company in exchange therefor shall convey to the Ecclesiastical Commissioners and the Paddington Estate Trustees the estate and interest of the Company in the lands and premises abutting on Eastbourne Terrace Eastbourne Mews and James Street (in

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this subsection referred to as "the Eastbourne Terrace site") acquired by the Company under the powers of the Great Western Railway Act 1913 and comprised in the conveyance by the Ecclesiastical Commissioners and the predecessors in title of the Paddington Estate Trustees to the Company dated the fourth day of December one thousand nine hundred and thirteen;

(b) The conveyances directed by the last preceding paragraph of this subsection may and shall be effected by a deed of exchange whereby the Ecclesiastical Commissioners and the Paddington Estate Trustees shall convey their respective estates and interests in the Gloucester Terrace site to the Company and the Company shall convey by way of exchange the estate and interest of the Company in the Eastbourne Terrace site to the Ecclesiastical Commissioners and the Paddington Estate Trustees to hold in accordance with their respective estates and interests in the Paddington Estate and upon such deed of exchange being executed the Eastbourne Terrace site shall become vested in the Ecclesiastical Commissioners and the Paddington Estate Trustees respectively for the like respective freehold and leasehold estates and interests (but subject to any existing tenancies) as would have been vested in them respectively if the said conveyance of the fourth day of December one thousand nine hundred and thirteen had never been executed and the Eastbourne Terrace site had remained part of the Paddington Estate and so that as from and after the execution of the said deed of exchange all the powers and provisions of the Acts relating to the Paddington Estate so far as they are still subsisting or operative having regard to the provisions of the Law of Property Act 1922 shall again extend and apply to the Eastbourne Terrace site in all respects as if the same had never been severed in title from the remainder of the Paddington Estate;

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(c) The values of the Gloucester Terrace site and the Eastbourne Terrace site respectively shall be ascertained before completion of the conveyances thereof and for that purpose shall be separately assessed and shall be such sums as may be agreed upon between the Company on the one hand and the Ecclesiastical Commissioners and the Paddington Estate Trustees on the other hand or in default of such agreement shall be—

(i) in the case of the Gloucester Terrace site a sum to be determined under the provisions of the Lands Clauses Acts as being the amount which would have been payable by the Company for the compulsory purchase of that site under the provisions of this Act; and

(ii) in the case of the Eastbourne Terrace site a sum to be determined by arbitration under the provisions of subsection (18) of this section as being the market value of that site on the basis of a willing sale and purchase thereof;

(d) If the values as ascertained as aforesaid of the Gloucester Terrace site and the Eastbourne Terrace site respectively shall not be equal in amount the party or parties to whom the property of larger value is to be conveyed shall on or before completion of the conveyance pay to the parties or party by whom such property is to be conveyed a sum for equality of exchange equivalent to the difference between the two values;

(e) Notwithstanding the conveyance to the Ecclesiastical Commissioners and the Paddington Estate Trustees of the Eastbourne Terrace site the Company shall be entitled to retain possession of that site for a period expiring not later than two years from the date of the passing of this Act subject to their paying to the Paddington Estate Trustees interest at the rate of five per centum per annum on the value of the Eastbourne Terrace site as assessed as aforesaid from the date of the conveyance

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of that site to the Ecclesiastical Commissioners and the Paddington Estate Trustees to the date of the delivery up of the said site. Provided that the Company shall on giving to the Paddington Estate Trustees three months' notice in writing in that behalf be entitled to deliver up possession of the Eastbourne Terrace site (subject to any existing tenancies) at any time before the expiration of the period first referred to in this paragraph;

(f) The Company shall within one month from the date of the passing of this Act furnish to the Ecclesiastical Commissioners and the Paddington Estate Trustees particulars of all tenancies of the Eastbourne Terrace site and shall not vary any such tenancies or create any new tenancies of the Eastbourne Terrace site or any part thereof for any longer term than six months and shall where practicable and when requested by the Paddington Estate Trustees give to the tenants of the Eastbourne Terrace site notice to quit to expire as nearly as may be contemporaneously with the delivery up of that site by the Company as hereinbefore provided or the expiration of the period first referred to in paragraph (e) of this subsection whichever shall be the earlier:

- (15) Any money payable as in this section provided in respect of the interest of the Paddington Estate Trustees in any part or of interest in the Paddington Estate acquired by the Company under this Act shall be paid by the Company to the Paddington Estate Trustees or if required by law into the Bank of England to the credit of the Accountant-General for and on behalf of the Supreme Court of Judicature to an account to be entitled "In the matter of the Great Western Railway Act 1930 the account of trustee lessees of the Paddington Estate proceeds of sale of the trustee lessees' interest" and in the latter case it shall be lawful for the said court upon the application of the Paddington Estate Trustees to order the said sum or any part

thereof to be paid out to the Paddington Estate Trustees any sum so paid out may be applied by them in or towards the discharge of any costs connected with this Act or incident to any proceedings having reference to this Act or of any incumbrances upon the Paddington Estate or in or towards laying out developing or improving any part of the Paddington Estate for building purposes or improving bringing up to date altering adding to or reconstructing any buildings either structurally or as regards interior arrangement fittings and conveniences for letting purposes or in or towards the payment of any land taxes payable by the Paddington Estate Trustees in respect of the Paddington Estate or any part thereof and the costs and expenses incidental to such taxes and the payment thereof or to or for such other purposes for the benefit of the Paddington Estate and of the interest of the Paddington Estate Trustees therein or in payment of such costs charges and expenses connected therewith as the Paddington Estate Trustees shall think fit or otherwise as allowed by law and it shall be lawful for the said court upon the application of the Paddington Estate Trustees to make any order for the investment of the said fund or any part thereof while in court or for payment of the income thereof and any such order or any order for payment out may be made either without the consent of any beneficiaries or with such consents as the said court may require :

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- (16) In the event of the money referred to in the last preceding subsection being paid by the Company into the Bank of England such subsection is not intended to and shall not relieve the Company from bearing and paying all such costs charges and expenses as would have been payable by them if the purchase money referred to in the said subsection had been paid into the Bank of England pursuant to the provisions

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of the Lands Clauses Acts and the Company shall bear and pay the same notwithstanding anything contained in the said subsection :

- (17) Any question which shall arise under this section between the Company on the one hand and the Ecclesiastical Commissioners and the Paddington Estate Trustees or either of them on the other hand (not being a question of law or a question of disputed compensation under subsection 14 (c) (i) of this section) shall be determined by an arbitrator to be agreed upon by the parties to such question or failing such agreement to be appointed on the application of any or either of such parties by the President of the Surveyors' Institution and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply with respect to any such determination.

For pro-
tection of
Birmingham
Corporation.

37. For the protection and benefit of the lord mayor aldermen and citizens of the city of Birmingham (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say) :—

- (1) Before stopping up the road known as Shaws Passage under the powers of this Act the Company shall give the corporation twenty-eight days' notice of their intention so to do and the corporation shall within the said period remove the hydrant situated in that road and re-erect it at some point to be selected by them in Allison Street between Bordesley Street and Shaws Passage and the Company shall repay to the corporation the reasonable cost of their so doing :
- (2) The corporation may use their water or gas mains pipes valves plugs sewers or other works (in this section referred to as "apparatus") in Shaws Passage during such time as the occupier of any premises which the Company are authorised to acquire under the powers of this Act shall require a supply of water or gas supplied by means of the said apparatus and

may dispose of sewage from such premises by means of the said apparatus and during that time the corporation shall have all such rights and privileges in connection therewith as if Shaws Passage had not been stopped up:

(3) Where by reason or in consequence of the exercise of the powers of this Act—

(a) any apparatus of the corporation situate in or under the said road or passage; or

(b) any apparatus of the corporation used exclusively for the purpose of the supply of water or gas to any such premises

is rendered derelict or unnecessary the Company shall pay to the corporation such a sum as may be agreed between the corporation and the Company or failing such agreement may be determined by arbitration as hereinafter provided to be the value of such apparatus:

(4) In addition to the payment referred to in the last preceding subsection of this section the Company shall pay to the corporation their reasonable charges of and incidental to the cutting off of any such apparatus as is referred to in the said subsection and of and incidental to any works or things (including the removal of meters) rendered necessary in consequence of any apparatus of the corporation being rendered derelict or unnecessary by the stopping up of the said road or passage:

(5) Notwithstanding anything in this Act contained the Company in constructing any new building on the lands which they are by this Act authorised to acquire in the parish city and county borough of Birmingham shall conform with the improvement lines shown by red lines on the plan signed by Herbert Henry Humphries on behalf of the corporation and by Raymond Carpmael on behalf of the Company:

(6) If any difference shall arise between the corporation and the Company under this section the same shall be referred to and settled by an arbitrator to be agreed upon between the

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Company and the corporation or failing 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.

For protection of Salford Corporation.

38. For the protection of the mayor aldermen and citizens of the city and county borough of Salford (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say):—

- (1) The Company shall not under the powers of this Act after the expiration of one year from the date of the passing thereof be entitled to serve upon the corporation notice to treat for the purchase of any portion of the lands in the parish and city and county borough of Salford which are shown coloured red and blue upon the plan signed by Raymond Carpmael on behalf of the Company and Harry Hooper Tomson on behalf of the corporation:
- (2) The Company shall not under the powers of this Act enter upon take or use the portion of the said lands which is coloured red on the said plan (in this section referred to as "the land coloured red") until new accommodation for the poor law offices of the corporation has been provided in accordance with the provisions of this section:
- (3) As soon as practicable after the Company have served upon the corporation notice to treat for the purchase of the said lands the amount of the purchase money and compensation payable by the Company under the Lands Clauses Acts in respect thereof and the proportion of such purchase money and compensation to be allocated to the land coloured red shall be agreed between the Company and the corporation or determined by arbitration in manner hereinafter provided:
- (4) The Corporation shall with all reasonable dispatch proceed to select either (a) a suitable new site for the erection thereon of new

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buildings for their poor law offices or (b) existing buildings capable of being utilised for such purposes but before entering into any binding contract for the purchase thereof the corporation shall within six months from the service of notice to treat furnish the Company with particulars of the site or the buildings selected and an estimate of the cost of the acquisition of such site or buildings and of the erection of new buildings or the utilisation adaptation and equipment of existing buildings as the case may be. If within two months from the receipt of such particulars the Company (i) give notice to the corporation that in their opinion the amount which under the provisions of this section would be payable by them in respect of the acquisition of such site or buildings is in all the circumstances unreasonable and (ii) furnish the corporation with particulars of another site or other buildings possession of which could be given to the corporation within a reasonable time and which in the opinion of the Company is or are suitable for the purposes of the corporation it shall be referred to an arbitrator under the provisions of subsection (6) hereof to determine having regard to all the circumstances of the case which site or buildings shall be acquired and the corporation shall with all reasonable dispatch after the decision of the arbitrator has been made proceed to acquire the said site and erect buildings thereon or to acquire existing buildings as the case may be :

(5) The Company shall pay in addition to the purchase money and compensation as determined under subsection (3) hereof the amount (if any) by which the cost incurred by the corporation of or in connection with—

(i) the purchase of such new site and the erection of such new buildings; or

(ii) the acquisition utilisation adaptation and equipment of such existing buildings

(as the case may be) exceeds the amount of such purchase money and compensation allocated to the land coloured red. Provided that

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the additional amount (if any) to be paid by the Company under this subsection is not to exceed the amount which would have been so payable on the basis of such new site or the site of any such existing buildings being equivalent in area to the land coloured red and such new buildings or such existing buildings as adapted and equipped being similar in capacity and character to the buildings now erected on the land coloured red and that for the purposes of this proviso any necessary adjustment of the amount of the cost incurred by the corporation as aforesaid shall be made :

- (6) If any question shall arise under this section between the Company and the corporation such question shall be determined by an arbitrator to be agreed upon by the parties or failing agreement to be appointed on the application of either of the parties by the President of the Surveyors' Institution and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply with respect to any such determination.

For pro-
tection of
Mountjoy
Limited.

39. For the protection of Mountjoy Limited its successors and assigns (all of whom are hereinafter deemed to be included in the expression "Mountjoy Limited") the following provisions notwithstanding anything contained in this Act or in any Act incorporated herewith shall (except as may be otherwise agreed in writing) apply and have effect (that is to say) :—

- (1) For the purpose of the widening of the bridge carrying the Company's South Wales Railway over the Bute Docks Feeder (hereinafter called "the feeder") authorised by this Act no property of Mountjoy Limited shall be taken except the land coloured red on the plan signed by Raymond Carpmael on behalf of the Company and by John Joseph Williams on behalf of Mountjoy Limited and except as aforesaid the Company shall only acquire such an easement in or under the feeder as may be necessary for the construction of the walls slopes or pitching between the points marked AB CD and EF on the said plan. The Company shall be at liberty to reduce the span of the existing bridge

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carrying the said railway over the feeder to a span of not less than twelve feet and to construct the widened portion thereof with the same span and the Company may lower the superstructure of the said existing bridge and construct the superstructure of the widened portion thereof but so that no portion of the superstructure in either case shall be lower at any point than nine inches below the level of the underside of the existing superstructure. The Company shall be at liberty to lower the bed of the feeder to such extent as may be reasonably necessary but except as last aforesaid and as otherwise authorised by this Act the feeder and the flow of water therein shall not be interfered with by the Company and any acquisition by virtue of the powers of this Act by the Company of land forming the bed or sides or banks of the feeder shall be subject to the right of Mountjoy Limited its lessees or tenants to the flow of water by means thereof in perpetuity. Mountjoy Limited shall have the same rights of way over the lands to be acquired by the Company between the points marked Y and Z on the said plan as they may have over the Company's railway between the points marked X and Y on the said plan:

- (2) Before the Company shall commence the construction of the widening of the said bridge they shall furnish to Mountjoy Limited proper and sufficient plans and sections of the works proposed to be carried out by them for the reasonable approval of Mountjoy Limited and any difference between the Company and Mountjoy Limited or their respective engineers which may arise thereon shall be settled by arbitration and the Company shall not commence the construction of the said works until the plans and sections relating thereto have been so approved. Provided always that if Mountjoy Limited shall neglect to notify its approval or disapproval of such plans and sections within twenty-eight days after the same shall have been so submitted they shall be deemed to have approved the same and it shall be lawful for the

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Company to proceed to carry out the said works anything herein contained to the contrary notwithstanding :

- (3) The several works of which plans and sections are to be furnished by the Company as aforesaid shall be executed only according to the said plans and sections so approved or settled by arbitration as aforesaid and all subsequent repairs thereto shall be executed to the reasonable satisfaction of the engineer for the time being of Mountjoy Limited :
- (4) Except by agreement the Company shall not acquire any land or property of Mountjoy Limited forming the enclosure numbered 37 on sheet No. 40 of the deposited plans relating to the parish and city and county borough of Cardiff but the Company may lower Saunders Road and footpath at a point opposite the western end of the Railway Hotel to an extent not exceeding two feet and provide a gradient of one in twenty eastward thereof Any existing walls foundations pavement lights pipes wires drains approaches or other works of Mountjoy Limited its lessees or tenants which may be interfered with by such lowering shall be relaid or replaced by the Company to the reasonable satisfaction of Mountjoy Limited and the Company shall not interfere with the existing access to the Railway Hotel :
- (5) The Company shall indemnify Mountjoy Limited against any claims or demands of any other company or person arising out of or occasioned by the construction maintenance or existence of the works hereby authorised :
- (6) Any difference arising between the Company and Mountjoy Limited under this section shall be referred to and determined by an arbitrator to be appointed (failing agreement) at the request of either of the parties after giving 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.

40. For the protection of the Company of Proprietors of the Glamorganshire Canal Navigation (hereinafter referred to as "the canal company") the following provisions unless otherwise agreed in writing shall have effect:—

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For protection of
Glamorgan-
shire Canal.

Notwithstanding anything contained in this Act or in any Act incorporated herewith the Company shall not acquire for the purposes of this Act or any works hereby authorised or affect or interfere with any land or property of the canal company otherwise than in this section expressly mentioned or by agreement (that is to say):—

- (1) The Company shall not widen the existing bridges carrying the Company's South Wales Railway and the junction railway connecting the same with the Taff Vale Railway of the Company over the Glamorganshire Canal between West Wharf Road and East Wharf Road in the parish and city and county borough of Cardiff (in this section together referred to as "the said bridge") on the southern side thereof:
- (2) The Company may acquire from the canal company subject as in this Act provided any land necessary for the piers required for the widening of the said bridge on the northern side thereof authorised by this Act and such piers shall be constructed in the positions on the east and west sides of the canal respectively shown by red colour on the plan signed by Raymond Carpmael on behalf of the Company and by Ivor Lewis Llewelyn on behalf of the canal company and not in any other position and so that except for the necessary foundations thereof no greater area of land shall be occupied by such piers than is shown by such red colour:
- (3) The Company may acquire and the canal company shall grant to the company subject to the payment of proper compensation for the same and otherwise as in this Act provided an easement only over the land and property of the canal company for the purpose of widening the said bridge on the northern side thereof authorised by this Act and an easement under the same

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for the construction of the foundations of the said piers and such widening shall be carried over the land and property of the canal company to the extent shown by blue colour on the said plan and not otherwise so that the widening of the said bridge authorised by this Act shall be carried out entirely within the line of intended widening shown by such blue colour aforesaid and so that no part of the land and property of the canal company beyond that line shall be covered and no part of such widening or any works connected with such widening (except the piers and the foundations thereof to the extent aforesaid) shall be constructed upon or in the land and property of the canal company and the works shall be so carried out that there shall be left under the said bridge when widened as aforesaid (including the existing portion thereof which may be altered under the powers of this Act) (i) on the eastern towpath of the canal a clear headway throughout of at least 8 feet above 28.04 feet above Ordnance datum and for such purpose the Company may lower the towpath in the manner shown on the said plan (ii) on the Western Wharf of the canal a clear headway throughout of at least 7 feet above 29.76 feet above Ordnance datum and (iii) on the private roadway of the canal company a clear headway throughout of at least 10 feet and for this purpose the Company may lower the level of the said roadway for the extent of the bridge as widened to the level of 28.01 feet above Ordnance datum with gradients not steeper than one in fifteen on either side of the said widened bridge The underside of the said bridge when widened as aforesaid where it passes over the private roadway of the canal company and for a distance of 15 feet east of the pier on the western side of the canal which is nearest to the canal shall be constructed and maintained so as to prevent so far as is reasonably practicable the dripping of water therefrom on any part of the private roadway or property of the canal company thereunder :

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- (4) Before the Company commence the works referred to in subsections (2) and (3) before-mentioned or any part thereof or in any way interfere with the land or property of the canal company they shall to the reasonable satisfaction of the canal company (a) construct a wharf formed of cement concrete six inches in thickness brought to a fine surface in the position and of the extent coloured brown on the said plan (b) remove the existing urinal shown on the said plan and erect a similar urinal in the position shown thereon (including the making of a drain to and connecting the same with the existing public sewer in West Wharf Road) (c) erect a new thirty feet gate in two leaves and of a height of seven feet with an inspection gate therein three feet in width and six feet in height and a new twelve feet gate of a height of seven feet in the positions shown on the said plan of the same pattern as that of the adjoining existing fencing and also carry out any consequential extension or reinstatement of the adjoining fencing :
- (5) The Company shall in the event of the private roadway of the canal company being lowered as aforesaid provide to the reasonable satisfaction of the canal company adequate and suitable surface water drainage in or under the private roadway of the canal company :
- (6) On the completion of such widening as aforesaid over the said private roadway and the western wharf of the canal the Company shall pay to the canal company the sum of seventy-five pounds in respect of the cost of providing and maintaining artificial lights under the said bridge as widened :
- (7) Before the Company shall commence the construction of any bridge widening upon or over any land or property of the canal company the Company shall furnish to the canal company proper and sufficient plans and sections thereof for their reasonable approval and the company shall not commence the construction of the said works until such plans and sections shall have

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been so approved and the works shall be carried out in all respects in accordance with the approved plans and sections and to the reasonable satisfaction of the engineer for the time being of the canal company. Provided always that if the canal company shall neglect to notify their approval or disapproval of such plans and sections within twenty-eight days after the same shall have been so furnished it shall be lawful for the Company to proceed to carry out the said works anything herein contained to the contrary notwithstanding :

- (8) The construction of the said widening and any repairs which may at any time be necessary in connection therewith shall be carried out in such a manner that the traffic upon the canal and towing path or other property of the canal company shall not be interrupted or unnecessarily interfered with and the means adopted for carrying out such construction and repairs shall be such as shall meet with the reasonable approval of the engineer for the time being of the canal company :
- (9) The Company shall be liable in damages to the canal company for any injury to their canal works boats or other property which may happen whether by accident or otherwise by reason or in course of the construction or repair of the works by this Act authorised or any of them and shall also indemnify the canal company against any claims or demands of any other company or person arising out of or occasioned by the construction maintenance or existence of the works hereby authorised :
- (10) Any difference arising between the Company and the canal company under this section shall be referred to and be determined by an arbitrator to be appointed (failing agreement) at the request of either of the parties after giving 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.

41. For the protection of the lord mayor aldermen and citizens of the city of Cardiff (in this section called "the corporation") the following provisions shall have effect except so far as the corporation and the Company may otherwise agree in writing (that is to say):—

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For protection
of Cardiff
Corporation.

(1) In this section the word "street" has the same meaning as it has in the Public Health Act 1875 the expression "water mains" includes water conduits water mains and pipes hydrants valves meters and water apparatus and appliances belonging to the corporation and the expression "electric mains" includes electric mains cables wires pipes standards and other electric apparatus and appliances belonging to the corporation :

(2) In widening the bridges carrying the Company's South Wales Railway over Bute Street Hope Street East Wharf Road West Wharf Road and Penarth Road respectively the Company shall construct the widened portions of such bridges with the same span between the abutments thereof as that of the existing bridges respectively :

Provided that in the case of the bridge over West Wharf Road the Company shall be at liberty to erect columns adjoining the footpaths under the existing bridge and the widened portion thereof :

(3) The widening of the said bridges on the northern side thereof and of the said bridge over Penarth Road on the southern side thereof shall not without the previous consent of the corporation extend beyond the respective lines shown in red on the plan signed by Raymond Carpmael on behalf of the Company and by George Hartley Whitaker on behalf of the corporation nor shall the Company under the powers of this Act widen the bridges over Bute Street Hope Street East Wharf Road and West Wharf Road on the southern side thereof except with the consent of the corporation :

(4) (a) The widening of the bridge over Bute Street shall be constructed so that the superstructure thereof shall not be lower at any point than

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33·85 feet above Ordnance datum and the headway under the said bridge shall not be less than 15 feet 2½ inches and the Company shall lower the carriageway of the said road under such bridge in the manner shown on the said plan with a gradient not steeper than 1 in 16·92. The Company shall underpin so far as may be necessary the retaining walls supporting the footpaths on either side of the said carriageway the levels of which footpaths shall not be altered;

(b) For the purposes of lowering the said carriageway the corporation shall temporarily take up the tramway lines between Custom House Street and the southern face of the said bridge;

(c) The Company shall be at liberty to lower the superstructure of the bridge carrying the junction railway connecting the Taff Vale Railway of the Company with the said South Wales Railway (hereinafter called "the said junction railway") over the said road 3 feet below the level of the underside of the superstructure of the existing bridge or they may substitute a brick or masonry arch for such existing superstructure but so that the headway over the carriageway shall not be reduced at any point to less than 15 feet 2½ inches or the headway over the footpaths to less than 8 feet except for a distance of 18 inches from the abutments where it shall not be less than 6 feet:

(5) (a) The widening of the bridge over Hope Street shall be constructed so that the superstructure thereof shall not be lower at any point than 35·49 feet above Ordnance datum and the headway under the bridge not less than 10 feet 8½ inches and the Company shall lower the carriageway of the said road under such bridge in the manner shown on the said plan with a gradient not steeper than one in twenty;

(b) The Company shall be at liberty to lower the superstructure of the bridge carrying the said junction railway over the said road 3 feet

below the level of the underside of the super-structure of the existing bridge or the Company may substitute a brick or masonry arch for such existing superstructure but so that the headway over the carriageway shall not be reduced at any point to less than 10 feet 8½ inches or the headway over the footpaths to less than 8 feet except for a distance of 18 inches from the abutments where it shall not be less than 6 feet:

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- (6) (a) The widening of the said bridge over East Wharf Road shall be constructed so that the superstructure thereof shall not be lower at any point than 39·22 feet above Ordnance datum and the headway under the bridge not less than 11 feet 6 inches and the Company shall lower the carriageway of the said road under such bridge in the manner shown on the said plan with gradients not steeper than one in eighteen on the northern side and one in eighteen on the southern side and may lower Crichton Place in the manner shown on the said plan with a gradient not steeper than one in eighteen;

(b) The Company shall be at liberty to lower the superstructure of the bridge carrying the said junction railway over East Wharf Road but so that the level of the underside of the superstructure of the said bridge shall not be lower at any point than 39·22 feet above Ordnance datum:

- (7) (a) The widening of the bridge over West Wharf Road shall be constructed so that the superstructure thereof where situated over the carriageway shall not be lower at any point than 38·77 feet above Ordnance datum and the headway under the bridge not less than 11 feet 6 inches over the said carriageway and the Company shall lower the carriageway of the said road under such bridge in the manner shown on the said plan with gradients not steeper than one in seventeen on the northern side and one in fifteen on the southern side. The Company may lower the footpaths under the said

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bridge and on either side thereof to such extent as they may reasonably require for the construction of their works and shall provide a clear headway thereover of not less than 8 feet;

(b) The Company shall be at liberty to lower the superstructure of the bridge carrying the said junction railway over the said road but so that the level of the superstructure of the said bridge shall not be lower at any point than 38·77 feet above Ordnance datum :

(8) (a) In widening the bridge over Penarth Road the Company shall reconstruct the existing bridge and no portion of the superstructure thereof or of the widened portions shall be lower at any point than 39·20 feet above Ordnance datum and the widening of the bridge on the northern side shall for a distance of 15 feet south of the northern face of such widening not be lower than 40·20 feet above Ordnance datum;

(b) Upon receiving one month's notice in writing from the Company the corporation shall at their own expense forthwith lower the carriageway of the said road under such bridge and execute all necessary works in connection with such lowering in the manner shown on the said plan with a gradient not steeper than one in seventeen and providing a headway of 14 feet 3 inches and shall complete such lowering with all reasonable dispatch :

(9) The Company shall not erect the superstructure to carry the widened portions of any of the said bridges until the carriageway thereunder shall have been lowered in accordance with the provisions of this section. In lowering the said carriageways as in this section provided the Company shall not be required to lower the footpaths adjoining such carriageways unless it be found impracticable to provide by means of additional kerbs or otherwise reasonable access between the said carriageways and premises adjoining :

(10) The widening of the bridges referred to in this section shall be constructed and maintained

in such a manner as to prevent as far as reasonably practicable the dripping of water therefrom on to any part of the roadway or footway thereunder and each such widening shall have a substantial parapet or close screen not less than 4 feet 6 inches in height above the level of the rails and the Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of such bridge parapet or screen any placard or advertisement other than placards or advertisements relating solely to the business of the Company and if any such placard or advertisement other than as aforesaid be so affixed or exhibited the corporation may cause the same to be removed :

- (11) Any relaying alteration lowering or diversion of any existing or the substitution of any new for any existing water main electric main or sewer executed under or rendered necessary by the exercise of the powers of this Act may be effected by the corporation at the reasonable cost of the Company and any new or additional water main electric main or sewer and any increased length of any existing water main electric main or sewer so rendered necessary shall be provided by the corporation at the reasonable cost of the Company Provided that nothing herein contained shall empower the corporation to execute or construct any works which when constructed will form part of the railway or undertaking of the Company :
- (12) Every such relaying alteration lowering diversion and substitution effected by the corporation shall be done to the reasonable satisfaction of the engineer of the Company :
- (13) Except as in this section otherwise provided all works to be executed by the Company under the powers of this Act relating to the alterations of the levels of any roads or streets or affecting the tramway along Bute Street or any other street (except Penarth Road) shall be executed by and at the cost of the Company or if the corporation so elect by them at the said cost and if executed by the Company the same shall be

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carried out under the superintendence if such be given and to the reasonable satisfaction of the corporation in accordance with plans and sections supplied for the use of the corporation and reasonably approved of by them before the commencement of the work. Provided that if the corporation fail for a period of twenty-eight days after the submission of the said plans and sections to express in writing their disapproval thereof or their requirements in relation thereto the corporation shall be deemed to have approved thereof. The corporation shall be at liberty to employ in connection with such works as aforesaid which may be carried out by the Company any watchmen or inspectors who may be reasonably required and the Company shall reimburse the corporation the reasonable cost incurred by them in so doing. The Company shall indemnify the corporation from and against all claims and demands whatsoever which may be made by any person or persons in respect of injurious affection or otherwise by reason of the execution by the Company or by the corporation on behalf of the Company of the works by this Act authorised :

- (14) If any water main or electric main of the corporation be rendered unnecessary by reason of the pulling down of the building thereby supplied under the powers of this Act or the stopping up of any street or part of a street under the powers of this Act the Company shall reimburse the corporation the cost of disconnecting such water main or electric main from the other mains of the corporation or of removing the same if reasonably required by the corporation and also in case any water or electric main of the corporation shall be rendered derelict by reason of the execution of any of the works by this Act authorised the Company shall pay to the corporation on demand the ascertained cost of providing and laying any necessary length or lengths of water or electric main in substitution for the main so rendered

derelict in order to maintain as efficient a supply of water or electricity as existed before the works so authorised had been executed :

- (15) The Corporation may (in addition to any moneys they now are authorised to borrow) borrow at interest on the security of the borough fund and consolidated rate of the city for the purposes of this section (being purposes to which capital is properly applicable and not otherwise) such sum or sums as the Minister of Health may sanction and in calculating the sum the corporation may borrow under any other enactment any sums they may borrow under this section shall not be reckoned and the powers of the corporation as to borrowing and reborrowing under this section shall not be restricted by any of the provisions of the Municipal Corporations Acts or of the Public Health Act 1875 or of the Local Government Act 1888 :
- (16) The provisions of Part XII (Finance) of the Cardiff Corporation Act 1920 as far as the same are applicable for the purposes shall subject to the provisions of this subsection extend and apply mutatis mutandis to and in relation to the borrowing reborrowing and repayment of any moneys borrowed for the purposes of this section Provided that the period within which the said moneys shall be repaid shall be such as may be sanctioned by the Minister of Health not exceeding sixty years from the date of the borrowing thereof and that the date of the first payment by instalments or into a sinking fund shall be the first day of January after such borrowing :
- (17) The provisions of this section shall not extend or apply to any sewer drain water or electric main laid down by the corporation under over or along the property of the Company under the provisions of any agreement between the Company or their predecessors in title and the corporation where the provisions of this section are inconsistent with the provisions of the agreement in which case the provisions of the agreement shall apply :

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- (18) If any difference shall arise between the Company and the corporation touching anything to be done or not to be done or any moneys to be paid under the provisions of this section such difference shall be settled by arbitration by an engineer appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889 :
- (19) The corporation if they think fit may at any time resolve to contribute the whole or a portion of any such expenses incurred by them as are referred to in subsection (2) of section 66 of the Great Western Railway (Additional Powers) Act 1924 which subsection is extended and applied to any lands acquired by the Company under the powers of this Act by the section of this Act of which the marginal note is " Application of certain sections of Acts of 1923 1924 and 1929 " and may pay the same out of the consolidated rate.

For pro-
tection
of Cardiff
Gas Light
and Coke
Company.

42. For the protection of the Cardiff Gas Light and Coke Company (in this section called " the gas company ") the following provisions shall unless otherwise agreed in writing between the Company and the gas company apply and have effect (that is to say) :—

- (1) At least twenty-eight days before commencing any works by this Act authorised affecting any mains pipes syphons tubes fittings or other apparatus (hereinafter together called " apparatus ") of the gas company the Company shall deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works :
- (2) If it should appear to the gas company that such works (including any alteration of road levels consequent thereon) will endanger or render useless any of their apparatus or impede

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the supply of gas the gas company may give notice to the Company to raise lower or otherwise alter the position of such apparatus or to substitute temporarily or otherwise other apparatus or to lay additional new apparatus to connect up any apparatus or any part thereof rendered useless or partially useless by any works of the Company in such manner as may be considered necessary and to lay or place under or over any apparatus cement concrete or other like substance so as adequately to protect the same and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance shall be settled as hereinafter provided and all such works shall be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence if such be given of the engineer of the gas company Provided that if the gas company by notice in writing to the Company within fourteen days after the receipt by them of notice of the intended commencement by the Company of any such works affecting the said apparatus so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or directly affect the apparatus of the gas company and the Company shall on completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof :

- (3) In the event of such plans sections and description so delivered to the gas company as aforesaid not being objected to within fourteen days from the receipt thereof they shall be deemed to have been approved by the gas company :
- (4) The gas company may employ such watchmen or inspectors as may be necessary to watch and inspect the works whereby any apparatus belonging to them will be interfered with or affected during their construction repair or renewal and the reasonable wages of such

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watchmen or inspectors shall be borne by the Company and be paid by them to the gas company :

- (5) If the Company for any of the purposes of this Act take or render useless to the gas company any apparatus belonging to the gas company within the limits shown on the deposited plans they shall pay to the gas company the value of such apparatus and such apparatus shall thereupon become the property of the Company :
- (6) The Company shall pay to the gas company the reasonable cost of and incidental to the cutting off of any apparatus of the gas company rendered derelict or unnecessary by the execution of any of the works by this Act authorised from any other apparatus of the gas company and of and incidental to any other works or things rendered necessary in consequence of any such apparatus being rendered derelict or unnecessary :
- (7) If by reason of the execution of any of the powers of this Act the gas company shall necessarily incur any cost in altering repairing renewing or removing any of their existing apparatus the Company shall repay to the gas company such reasonable cost :
- (8) Nothing in this section contained shall prejudice alter or affect the rights of the Company or the gas company under any agreement between them relating to the mains pipes or other works of the gas company and where the provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply :
- (9) If any difference shall arise between the Company and the gas company respecting any matter under this section the same shall in default of agreement be determined by an engineer to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall extend and apply to such arbitration.

43. Notwithstanding anything contained in this Act the Company shall not enter upon take use or appropriate any of the lands belonging to the Milford Docks Company the Milford Haven Dock and Railway Company or Thomas W. Ward Limited which the Company are by this Act authorised to acquire in the county of Pembroke without the previous consent under the common seal of the company owning such lands.

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For protection
of Milford
Docks Com-
pany Milford
Haven Dock
and Railway
Company and
Thomas W.
Ward Limited.

44. Subject to the provisions of this Act the two companies may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the alterations of bridges and other works hereinafter mentioned and may 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 two companies (that is to say) :—

Power
to two
companies
to execute
works.

In the parish and city and county borough of Bristol in the county of Gloucester—

A widening on the south-eastern side of the bridges carrying the joint railway of the two companies over Gas Lane and Avon Street respectively and the two companies may stop up and extinguish all rights of way over Kilbon Street.

In the parish and city and county borough of Bristol in the counties of Gloucester and Somerset—

A widening on the south-eastern side of the bridge carrying the said joint railway over the floating harbour.

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

A widening on both sides of the bridges carrying the said joint railway over Cattle Market Road and the river Avon (New Cut) respectively.

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

45.—(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.

(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 two companies and the amount of such cost shall be a debt due from the two companies 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.

Survey of
works by
Board of
Trade.

46. If at any time the Board of Trade deem it expedient for the purposes of this Act to order a survey and examination of any work constructed by the two companies under the powers of this Act which shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides or of the site upon which it is proposed to construct any such work the two companies shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the two companies 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.

Abatement
of work
abandoned
or decayed.

47.—(1) Where any work constructed by the two companies 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 two companies at their own expense

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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 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 two companies 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 two companies and the amount of such expense shall be a debt due from the two companies to the Crown and shall be recoverable either as a debt due to the Crown or summarily as a civil debt.

48.—(1) The two companies shall at or near such part of the works by this Act authorised as shall be below high-water mark of ordinary spring tides during the whole time of the construction alteration or extension of the same exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade shall from time to time require or approve.

Lights on works during construction.

(2) If the two companies fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

49.—(1) After the completion of the works by this Act authorised the two companies shall at the outer extremity of those works below high-water mark of

Permanent lights on works.

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ordinary spring tides exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Corporation of Trinity House Deptford Strond shall from time to time direct.

(2) If the two companies fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Provision
against
danger to
navigation.

50.—(1) In case of injury to or destruction or decay of the works by this Act authorised or any part thereof so far as the same shall be constructed on under or over any tidal waters or tidal lands below high-water mark of ordinary spring tides the two companies shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Corporation of Trinity House Deptford Strond and shall apply to that corporation for directions as to the means to be taken.

(2) If the two companies fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding ten pounds and in the case of a continuing offence to an additional penalty not exceeding one pound for every day during which they omit after conviction thereof so to apply or neglect to obey any direction given in reference to the means to be taken.

Power
to two
companies
to acquire
additional
lands.

51. Subject to the provisions of this Act and in addition to the other lands which the two companies are by this Act authorised to acquire the two companies 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 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 two companies all or any of the lands following delineated on the deposited plans

thereof and described in the deposited books of reference thereto and may exercise the powers following (that is to say) :—

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In the county of Gloucester—

Lands in the parish and city and county borough of Bristol (*a*) lying on and adjoining the southern side of the joint railway of the two companies and the eastern side of Freestone Road and extending from the bridge carrying the said railway over that road to a point two chains south thereof and (*b*) forming the site of a portion of Freestone Road and extending from the northern side of the bridge carrying the said railway over that road to a point two and a half chains south thereof and in connection therewith the two companies may stop up and extinguish all rights of way over the said portion of road;

Certain other lands in the said parish and city and county borough lying on and adjoining the south-eastern side of the said railway and extending from Gas Lane to the floating harbour.

52. 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 unless otherwise agreed in writing between the corporation on the one hand and the Company or the two companies (as the case may be) on the other hand apply and have effect (that is to say) :—

For pro-
tection
of Bristol
Corporation.

- (1) Not less than twenty-eight days before commencing to execute under the powers of this Act any works affecting any street road or bridge in this section referred to in the city of Bristol the Company (which expression where used in this section means either the Company or the two companies as the case may require) shall submit to the corporation for their reasonable approval detailed plans and sections showing the alignment and levels of the said works and a description of the proposed mode of executing such works and if the corporation shall within twenty-eight days from the receipt by them of any such plans sections and descriptions in writing intimate to the Company any objection

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to the plans sections and descriptions so submitted or make any requirement with respect thereto with which the Company shall be unwilling to comply the matter in difference shall be determined by arbitration as hereinafter provided :

(2) The said works and the works in connection therewith shall not be executed otherwise than in accordance with the plans sections and descriptions relating thereto as approved by the corporation or (in case of difference) settled by arbitration and shall be executed under the supervision (if the same be given) and to the reasonable satisfaction of the corporation :

(3) (a) In connection with the lengthening of the bridge carrying Bedminster Down Road over the Bristol and Exeter Railway of the Company the Company shall remove and reconstruct and widen the existing bridge and construct the lengthened portion thereof and the portions of the approaches thereto hereinafter referred to to the lines shown edged red on the plan marked A signed by Raymond Carpmael on behalf of the Company and Lessel Stephen Mackenzie on behalf of the corporation and if necessary with an arch extending to the lines shown on the said plan The Company shall make up the said road to the level of the underside of the formation of the carriageway and footways hereinafter referred to to the said red lines so far as the same are situated within the blue lines marked AA and BB on the said plan A ;

(b) The said lengthening and reconstruction shall be carried out with gradients not steeper than those at present existing and so as to provide a clear width throughout of fifty feet between the parapets of the said bridge and between the walls or fences of the said portion of the approaches and so as to admit of the construction by the corporation throughout within the said blue lines of a carriageway not less than thirty feet in width between the kerbs with a footway on each side thereof not less than ten feet in width :

- (4) (a) In connection with the lengthening of the bridge carrying Parson Street over the said railway the Company shall reconstruct the existing bridge and construct the lengthened portions thereof and the approaches thereto hereinafter referred to to the lines shown edged red on the plan marked B signed as aforesaid. The Company shall make up the said street to the level of the underside of the formation of the carriageway and footways hereinafter referred to to the said red lines so far as the same are situated within the blue lines marked AA and BB on the said plan B;

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(b) The said lengthening and reconstruction shall be so carried out as to provide a clear width throughout of fifty feet between the parapets of the said bridge and between the walls or fences of the said portion of the approaches and so as to admit of the construction by the corporation throughout within the said blue lines to the levels shown on the section included on the said plan of a carriageway thirty feet in width between the kerbs with a footway on each side thereof ten feet in width;

(c) The Company shall permit the corporation free of cost to widen the approach to the said Parson Street Bridge on the southern side of the said blue line AA on so much of the land of the Company as may be required for such purpose and on the completion of such widening the Company shall dedicate as part of Parson Street aforesaid the surface at road level of such land:

- (5) (a) Upon the completion of the lengthening and reconstruction of the bridges referred to in subsections (3) and (4) of this section respectively the corporation shall repay to the Company one-half of the cost reasonably incurred in carrying out the said works within the said blue lines including one-half of the cost of the acquisition by the Company of any land necessary for the purposes thereof (but not including the land required for widening the said railway) and of any compensation paid by the Company to

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adjoining owners and one-half of the cost incurred by the Company in dealing with any sewers drains mains pipes wires or apparatus and of guarding and temporarily lighting the said works and one-half of a sum to be agreed between the corporation and the Company or settled by arbitration as representing the capitalised cost of maintaining and renewing each of the said bridges as lengthened and reconstructed;

(b) Upon the completion of the construction by the corporation of the carriageway and footways on the said bridges and the portion of the approaches within the said blue lines respectively the Company shall repay to the corporation one-half of the cost reasonably incurred in so doing together with (in the case of the said Parson Street Bridge) one-half of

(i) the cost incurred by the corporation in raising the existing approaches to that bridge on the southern side of the said blue line AA and on the northern side of the said blue line BB to the levels shown in red on the section shown on the said plan B;

(ii) any compensation paid by the corporation to adjoining owners in connection therewith; and

(iii) the cost of altering any sewers drains mains pipes wires or apparatus in connection with the raising of the said portions of the said approaches and of guarding and temporarily lighting such portions;

(c) In executing the lengthening and reconstruction of the said bridges and the said works in connection therewith the Company shall be at liberty to close for vehicular traffic the roadways and footways passing over the said bridges for such period as may be reasonably necessary for the construction of the said works Provided that the Company shall not close the roadways and footways over the said bridges at one and the same time :

(6) (a) Notwithstanding anything in this Act contained the Company shall forthwith after

removing the bridge forming an extension of Bartlett's Road situated at a point nineteen chains south-west of the bridge carrying the said railway over Sheene Road provide in substitution for the said bridge and shall at all times thereafter maintain a footbridge eight feet in width across their said railway with suitable and convenient steps where the levels so require leading to the said footbridge on either side and shall be at liberty to make any diversion of the footpath leading to Bartlett's Road from New Road reasonably necessary for such purpose;

(b) The said footbridge shall be available for pedestrians at all times and shall be deemed for all purposes to be a public highway;

(c) The corporation may place or lay in or upon the said footbridge such mains pipes cables and apparatus as may be reasonably necessary for lighting the said footbridge with gas or electricity and the Company shall provide and erect on the said footbridge in such positions as the corporation may reasonably direct or approve three lamps suitable for the method of lighting selected by the corporation which lamps shall be maintained repaired renewed and lighted by and at the expense of the corporation;

(d) The corporation shall from time to time cleanse and sand the said footbridge:

- (7) (a) In connection with the widening of the bridge carrying the said railway over Sheene Road the Company shall remove and reconstruct the existing bridge and construct the widened portion thereof to the lines edged red on the plan marked C signed as aforesaid and so that the lowest part of the soffit of the superstructure of the said bridge as widened and reconstructed shall not be at any lower level than that indicated by the red line on the section shown on the said plan marked C;

(b) The Company shall excavate so much of the widened portions of the said road as will be utilised as carriageway to a depth of fifteen inches and so much as will be utilised

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as footways to a depth of six inches below the surface level of the existing carriageway and footways respectively so far as the same are situated within the blue lines marked AA and BB on the said plan C;

(c) The said widening and reconstruction shall be so carried out as to provide a clear span of forty-five feet between the abutments thereof and so as to admit of the construction by the corporation at their own expense throughout the width of the said bridge as widened and reconstructed of a carriageway thirty feet in width between the kerbs with a footway on each side thereof seven feet six inches in width;

(d) Upon the completion of the said widening and reconstruction in accordance with the provisions of this subsection the corporation shall repay to the Company one-half of the cost reasonably incurred in carrying out the said works within the said blue lines including one-half of the cost of the acquisition by the Company of any land necessary for the purposes thereof (but not including the land required for widening the said railway) and of any compensation paid by the Company to adjoining owners and the whole cost incurred by the Company in altering in connection with the said excavation any sewers drains mains pipes or apparatus and of guarding and temporarily lighting the said works and one-half of a sum to be agreed between the corporation and the Company or settled by arbitration as representing the capitalised cost of maintaining and renewing the said bridge as widened and reconstructed:

- (8) (a) The Company shall at their own expense construct the widening of the bridge carrying the said railway over St. Luke's Road by this Act authorised to the lines edged red on the plan marked D signed as aforesaid and so that the lowest part of the soffit of the superstructure of the widened portion of the said bridge shall not be at any lower level than that

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indicated by the red line on the section shown on the said plan D The abutments of the said widening shall be faced with blue or brindled bricks to a height of four feet six inches above the surface of the adjoining footway stepped as may be necessary to follow the gradient of such footway and above that height except where bedstones are required with light buff coloured bricks and the under surface of the superstructure of the said widening shall be painted white;

(b) The said widening shall be so carried out as to provide a span of thirty feet between the abutments thereof and so as to admit of the construction by the corporation throughout the width of such widening of a carriage-way eighteen feet in width between the kerbs with a footway on each side thereof six feet in width;

(c) The Company shall be at liberty to place and maintain on the kerb of each of the said footways a row of columns for supporting the widening of the said bridge each column not to exceed thirteen inches in width and with an interval between the columns of not less than ten feet;

(d) The foundations of the abutments of the said widening shall be carried down to such depth as may be reasonably necessary to provide a headway of not less than eight feet six inches over the said footways and the said columns with the foundations thereof and the side walls supporting the footways with the foundations thereof shall be carried down to such depth and shall be of such strength as may be reasonably necessary to enable the corporation to lower the said carriageway so as to provide a headway of fourteen feet thereover;

(e) The Company shall not be required to alter the level of the roadways or footways under the said widening but may reduce the

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—

headway thereunder so far as may be necessary for the construction of such widening as hereinbefore provided for :

- (9) (a) At least twenty-eight days before commencing the widening of the bridge referred to in subsection (8) of this section the Company shall give to the corporation notice in writing of their intention so to do and if within twenty-eight days from the receipt by them of such notice the corporation by notice in writing to the Company so require the Company shall reconstruct the existing bridge to the lines edged red on the said plan D and so that the lowest part of the soffit of the superstructure of the said bridge over the carriageway as reconstructed shall not be at any lower level than that indicated by the red line on the section shown on the said plan D. The abutments of the said reconstructed bridge shall be faced with blue or brindled bricks to a height of four feet six inches above the surface of the adjoining footway stepped as may be necessary to follow the gradient of such footway and above that height except where bedstones are required with light buff coloured bricks and the under surface of the superstructure of the said reconstructed bridge shall be painted white ;

(b) Any such reconstruction as is referred to in this subsection shall be so carried out as to provide a span of thirty feet between the abutments thereof and as to admit of the construction by the corporation throughout the width of the said bridge as reconstructed of a carriageway eighteen feet in width between the kerbs with a footway on each side thereof six feet in width ;

(c) The Company shall be at liberty to place and maintain on the kerb of each of the said footways a row of columns for supporting the said reconstructed bridge each column not to exceed thirteen inches in width and with an interval between the columns of not less than ten feet ;

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(d) The foundations of the abutments of the said reconstructed bridge shall be carried down to such depth as may be reasonably necessary to provide a headway of not less than eight feet six inches over the said footways and the said columns with the foundations thereof and the side walls supporting the footways with the foundations thereof shall be carried down to such depth and shall be of such strength as may be reasonably necessary to enable the corporation to lower the said carriageway so as to provide a headway of fourteen feet thereover;

(e) The corporation shall so far as the interests of the Company are affected be at liberty at their own expense to lower the level of the carriageway of the said road under the said bridge to the levels shown in red on the said section and shall at the like expense make up as part of the said road such portions of land under the said bridge as are added to the roadway in consequence of the reconstruction of the said bridge;

(f) The corporation shall at the like expense lower the approaches on either side of the said bridge to the said levels and make such arrangements as may be necessary in respect of any interference with adjoining property due to any alteration of the road on either side of the said bridge;

(g) In executing any reconstruction of the said bridge pursuant to this subsection and the works in connection therewith—

(i) The Company shall make arrangements to the reasonable satisfaction of the corporation for the passage of pedestrian traffic under the said bridge by means of a footway not less than six feet in width and shall be at liberty to close for vehicular traffic the road passing under the said bridge for such period as may be reasonably necessary for the construction of the said works;

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(ii) The Company shall at the expense of the corporation properly guard and light the said temporary footway;

(h) Upon the completion of any reconstruction of the said bridge pursuant to this subsection the corporation shall repay to the Company the cost reasonably incurred in executing the same and in addition a sum to be agreed between the corporation and the Company or settled by arbitration as representing the capitalised amount of the additional cost incurred by the Company in the maintenance and renewal of the said reconstructed bridge as compared with the cost of maintaining and renewing the existing bridge:

(10) The Company shall provide in the bridge referred to in subsections (8) and (9) of this section as widened and reconstructed two light spaces each not less than three feet in width and such light spaces shall so far as reasonably practicable having regard to the structure of the bridge extend for the whole length between the abutments of the said bridge as widened and reconstructed and may if the Company so elect be glazed over:

(11) (a) In connection with the lengthening of the bridge carrying Bath Road over the said railway the Company shall reconstruct the existing bridge and construct the lengthened portions thereof to the lines edged red on the plan marked E signed as aforesaid;

(b) The said lengthening and reconstruction shall be so carried out as to provide a clear width throughout of fifty-five feet between the parapets of the said bridge and so as to admit of the construction by the corporation as hereinafter provided throughout the length of the said bridge as lengthened and reconstructed of a carriageway forty feet in width between the kerbs with a footway on each side thereof seven feet six inches in width;

(c) Upon the completion of the said works the corporation shall make up the carriageway

and footways on the said bridge as lengthened and reconstructed and the Company shall repay to the corporation the reasonable cost of such making up;

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(d) Notwithstanding anything shown on the deposited sections the altered gradient of the said road on the north-western side of the said bridge shall not be made steeper than one in twenty-five;

(e) The Company may for the purposes of and during the execution of the works in this subsection referred to close the road passing over the said bridge for such period as may be reasonably necessary for the construction of the said works. Provided that the Company shall at all times leave open so much thereof as shall afford a space of not less than eighteen feet in width available for vehicular and tramway traffic and a space for pedestrians of not less than six feet in width on one side of the said bridge for the whole length thereof such space or spaces being provided either as part of the structure or by means of a temporary bridge or bridges;

(f) The Company shall during or prior to the construction of the works referred to in this subsection permit the corporation to widen Bath Road to the extent coloured blue on the said plan E and on the completion of such widening shall free of cost dedicate as part of Bath Road aforesaid the surface at road level of the said land. The said road widening shall so far as it affects the adjoining property of the Company be carried out to the reasonable satisfaction and in accordance with the reasonable requirements of the Company including the construction of any necessary retaining walls fencing and excavation;

(g) The acquisition by the Company of the lands abutting on the north-eastern side of Bath Road south-east of the bridge carrying that road over the river Avon (New Cut) shall not affect the street line already laid down

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by the Corporation under the Bristol Improvement Act 1847 and the Company shall not erect or reconstruct any building on the said lands so as to project beyond that line:

(12) From and after the completion of the lengthening of the bridges carrying Bedminster Down Road Parson Street and Bath Road respectively over the said railway the corporation shall free of cost to the Company take over the roadways on the said bridges and on the approaches thereto as highways maintainable by the inhabitants at large:

(13) (a) In connection with the widening of the bridge carrying the joint railway of the two companies over Cattle Market Road the Company shall reconstruct the existing bridge and construct the widened portions thereof to the lines edged red on the plan marked F signed as aforesaid and so that the lowest part of the soffit of the superstructure of the said bridge as widened and reconstructed shall not be at any lower level than that indicated by the red line on the section shown on the said plan F. The abutments of the said bridge as widened and reconstructed shall be faced with blue or brindled bricks to a height of five feet above the surface of the adjoining roadway or footway and above that height except where bedstones or openings are required with light buff coloured bricks and the under surface of the superstructure of the said bridge as widened and reconstructed shall be painted white;

(b) The said widening and reconstruction shall be so carried out as to provide a clear span of forty feet between the abutments thereof and so as to admit of the construction by the corporation as hereinafter provided throughout the said bridge as widened and reconstructed of a carriageway thirty-two feet in width with a footway on the northern side thereof eight feet in width;

(c) Before erecting the superstructure of the widened portions of the said bridge the Company shall excavate so much of the said road

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on either side of the said existing bridge as will be utilised as carriageway to a depth of fifteen inches and so much as will be utilised as footway to a depth of six inches below the new road levels shown on the said section providing gradients not steeper than one in twenty-five on either side of the said bridge as widened and on the completion of the reconstruction of the said existing bridge shall excavate to the same depths the road thereunder and such portions of the land under the said existing bridge as are to be added to the roadway in consequence of such reconstruction. Provided that if the said gradient on the eastern side of the said bridge cannot be provided so as to terminate at the western side of the westernmost gateway leading to the cattle market then the gradient shall be made as near one in twenty-five as shall be practicable. The corporation shall form and make up the lowered roadway and on the completion of such work the Company shall repay to the corporation the reasonable cost thereof and the corporation shall at their own expense form and make up the said portions of land to be added to the roadway and any additional area of roadway under the widened portions of the said bridge;

(d) In executing the lowering of the road under and on either side of the said bridge and the said works in connection therewith the Company shall make arrangements to the reasonable satisfaction of the corporation for the passage of pedestrian traffic under the said bridge by means of a footpath not less than six feet in width and shall be at liberty to close for vehicular traffic the road passing under the said bridge for such period as may be reasonably necessary for the construction of the said works. Provided that the Company shall at all times leave open for vehicular traffic a roadway not less than ten feet in width for the whole length of the said bridge and shall provide watchmen at each end of the highway as restricted to regulate vehicular traffic;

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(e) The Company shall at their own expense and to the reasonable satisfaction of the corporation properly guard and light the said works during the execution thereof so far as they may affect the traffic on the said road;

(f) The Company shall provide in the said bridge as widened and reconstructed approximately in the positions shown in blue on the said plan F three light spaces each not less than eight feet in width and one light space not less than five feet in width. Such light spaces shall extend for the full width of the bridge between the abutments thereof as widened and reconstructed and may if the Company so elect be glazed over:

(14) (a) The Company shall construct the widening of the bridge carrying the joint railway of the two companies over Avon Street to the lines edged red on the plan marked G signed as aforesaid and so that the lowest part of the soffit of the superstructure of the said bridge over the carriageway as widened shall not be at any lower level than that indicated by the red line on the section shown on the said plan G;

(b) The said widening shall be so carried out as to provide a clear span of thirty feet between the abutments thereof and so as to admit of the construction by the corporation throughout the width of such widening of a carriageway twenty feet in width between the kerbs with a footway on each side thereof five feet in width;

(c) If the Company shall acquire the premises adjoining the north-eastern side of Avon Street numbered 14 and 15 respectively on sheet No. 22 of the deposited plans they shall contemporaneously with the widening of the said bridge throw the area coloured blue on the said plan G into the public highway and dedicate as part of Avon Street aforesaid the surface at road level of the said portion of land. The Company shall excavate so much of the said area as will be utilised as carriageway to a depth of fifteen inches and so much as

will be utilised as footways to a depth of six inches below the surface level of the adjoining street and the corporation shall at their own expense form and make up the roadway and footways under the widened portion of the said bridge and on the said area of land :

(15) (a) In lieu of widening the bridge carrying the joint railway of the two companies over Gas Lane the Company shall construct a new bridge for carrying the said existing railway and the widening thereof over the said lane to the lines edged red on the said plan G and so that the lowest part of the soffit of the superstructure of the said bridge shall not be at any lower level than that indicated by the red line on the section shown on the said plan G ;

(b) The said new bridge shall be so constructed as to provide a clear span of thirty feet between the abutments thereof and so as to admit of the construction by the corporation throughout the width of the said bridge of a carriageway twenty feet in width between the kerbs with a footway on each side thereof five feet in width and the Company shall excavate the site of the carriageway under the said bridge to a level of fifteen inches and the site of the footways thereunder to a level of six inches below the new road levels shown on the said section ;

(c) The corporation shall at their own expense lower the approaches on either side of the said bridge to the said levels and shall at the like expense form and make up the carriageway and footpaths under the said new bridge and on the approaches thereto as lowered and shall at the like expense bear the cost of dealing with any sewers drains mains pipes wires or apparatus laid under the existing bridge and of any necessary diversion thereof ;

(d) In executing the construction of the said new bridge and the works in connection therewith the Company shall be at liberty

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to close the road and footways passing under the said existing bridge for such period as may be reasonably necessary for the construction of the said works Provided that while the said road is so closed the Company shall not close the carriageway and footways of Avon Street under the bridge referred to in subsection (14) of this section;

(e) Upon the completion of the said new bridge in accordance with the provisions of this section the corporation shall repay to the Company one-half of the cost reasonably incurred in carrying out the said works (other than the works referred to in paragraph (c) of this subsection) including one-half of the cost of the acquisition by the Company of any additional land and of any compensation paid by the Company to adjoining owners and of guarding and temporarily lighting the said works and one-half of a sum to be agreed between the corporation and the Company or settled by arbitration as representing the capitalised cost of maintaining and renewing the said new bridge:

- (16) (a) Before stopping up Kilbon Street under the powers of this Act the Company shall construct to the reasonable satisfaction of the corporation a new paved and kerbed footpath seven feet in width on the southern side of Oxford Street in the position shown coloured red on the said plan G and so as to provide a width of twenty-nine feet between the north-western side of Oxford Street and the said kerb and the Company shall free of cost dedicate as part of Oxford Street aforesaid the surface of the said footpath Provided that the Company shall be at liberty at any time to erect a structure over the said footpath supported by a row of columns each column not to exceed thirteen inches in width and with an interval between the columns of not less than fifteen feet and such columns shall be erected on the footpath parallel to and twelve inches

from the kerb of the said footpath The headway over the said footpath shall not be less than ten feet;

(b) The corporation shall at their own expense carry out any alterations to the carriageway and footways of Oxford Street rendered necessary by the construction of the said new footpath and shall at the like expense provide a suitable channel along the northern side of the said new footpath;

(c) The Company shall bear and on demand repay to the corporation the cost reasonably incurred by them in making such diversions of the sewer and the electric cables in Kilbon Street as the corporation may deem necessary in connection with or in consequence of the stopping up of that street:

(17) (a) Notwithstanding anything in this Act contained the Company shall not stop up for pedestrian traffic any part of Freestone Road commonly known as the Cattle Creep but shall provide a subway for foot passengers on the site of so much of that road as they require to cover over with the abutments thereof on the lines edged red on the plan marked H signed as aforesaid Such subway shall have a clear span of not less than eight feet and a headway of not less than seven feet and the Company shall provide a light space either in such subway or in the existing bridge of a width of not less than three feet for the whole length between the abutments of the said subway or bridge which light space may if the Company so elect be glazed over;

(b) The junction between the said subway and the existing bridge shall be made good with concrete slabs or such other material as may be reasonably approved by the corporation and to their reasonable satisfaction;

(c) The Company shall be at liberty at any time to reduce the span of the existing bridge carrying the said railway over Freestone Road to eight feet provided that the headway thereunder shall not be less than seven feet;

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(d) The abutments of the said subway and of the existing bridge if the span thereof is reduced under the provisions of this subsection (except where bedstones may be required) and the soffit of the arches if such be provided shall be faced with light buff coloured bricks and if steel superstructures be provided the under surface thereof shall be painted white;

(e) The corporation shall at their own expense make up the footpath under the said subway and be responsible for lighting the same :

(18) (a) In connection with the widening under the powers of this Act of the bridges respectively carrying the said joint railway of the two companies over the river Avon (New Cut) and the floating harbour in the said city of Bristol the Company shall provide and at all times thereafter maintain to the reasonable satisfaction of the corporation—

(i) along the entire length of the northern side of the bridge (as widened) carrying the said joint railway over the said river Avon (New Cut) timber fendering at such distance from the abutment of the said bridge as will permit of such fendering extending vertically to a height of eight feet above high-water mark of ordinary spring tides and laterally at each end of the said bridge to such points not exceeding fifteen feet therefrom on the banks of the said river as may be required by the corporation; and

(ii) along the entire length of the north-eastern or Midland Wharf side of the north-easternmost arch of the bridge (as widened) carrying the said joint railway over the said floating harbour timber fendering at such distance from the abutment of the said bridge as will permit of such fendering extending vertically to a height of seven feet above the normal water level of the said floating harbour and laterally at each end of the said north-easternmost arch for such distance not exceeding fifteen feet as

the corporation may direct the Company shall not be called upon to erect such fendering so as in any way to affect the free user of the said wharf;

(b) The Company shall provide and thereafter at all times maintain on the said fendering and in the bridgeways of the said bridges and the approaches thereto such mooring and warping rings as the corporation may reasonably require or approve;

(c) The Company shall if required by the corporation and to their reasonable satisfaction provide and at all times maintain efficient lighting at both ends of the said bridges as widened and along the underside of the soffits thereof and such lighting shall be illuminated during such periods as may be reasonably approved by the corporation;

(d) The widening of the bridges referred to in this subsection and any works in the said river Avon (New Cut) or the said floating harbour or in or under or over the bed shores or banks thereof shall be executed so as to cause as little interference as may be practicable to the navigation of and traffic on the said river Avon (New Cut) or the said floating harbour;

(e) All expenses reasonably incurred by the corporation in the employment of watchmen or inspectors for the purpose of watching or superintending the works to be executed by the Company in or over the said river Avon (New Cut) or the said floating harbour or in or over or under the bed shores or banks thereof shall be borne by the Company and shall on demand be repaid to the corporation by the Company;

(f) The Company shall indemnify the corporation against all costs damages expenses claims or demands which they may sustain or incur or which may be made against them in respect of the marking lighting buoys raising removing or dispersing of any vessel or other craft or any part or parts thereof which may be sunk or stranded by reason or in consequence of the

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construction or failure of the works to be constructed by the Company under the powers of this Act over or adjoining the said river;

(g) The Company shall repay to the corporation the reasonable expenses incurred by them in dredging and maintaining the channel of the floating harbour under the south-western archway of the bridge as widened carrying the said joint railway over the said floating harbour to a depth of twelve feet below the normal water level thereof and for a width of twenty-five feet and shall construct at the south-eastern end of the south-western abutment of the said bridge as widened such retaining walls or pitching or similar works for supporting the south-western bank of the said channel as the corporation may reasonably require;

(h) The Company shall if reasonably required by the corporation and to their reasonable satisfaction provide maintain and work at both ends of the bridge over the river Avon (New Cut) as widened such signalling or other apparatus for directing the traffic on the river as may be reasonably approved by the corporation. Provided that in the event of any difference arising between the Company and the corporation with regard thereto such difference shall be referred to and determined by the Board of Trade:

- (19) Except as herein otherwise expressly provided if any difference shall arise under this section between the corporation and the Company such difference shall be determined by an arbitrator to be agreed upon between the corporation and the Company 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 determination:
- (20) (a) The corporation may from time to time in addition to any moneys they are now authorised to borrow or which they may be authorised to borrow under the provisions of any other Act borrow at interest on the security of the general

rate fund and general rate of the city of Bristol such sum or sums of money as they may require for the purpose of the contributions to be made by them and for defraying any expenses incurred by them under this section and in order to secure the repayment of the moneys borrowed under this section and the payment of interest thereon the corporation may mortgage or charge the said fund and rate;

(b) The corporation shall pay off all moneys borrowed by them under this section within forty years from the date or respective dates of borrowing and the said period shall be the prescribed period within the meaning of the enactments mentioned in paragraph (c) of this subsection and shall be the prescribed period for the purposes of the Local Loans Act 1875;

(c) The following sections of the Bristol Corporation Act 1897 (that is to say):—

Section 73 (Power to borrow under Local Loans Act 1875);

Section 74 (Incorporation of sections of Public Health Act 1875); and

Section 76 (As to sinking fund);

and the following sections of the Bristol Docks and Railways Act 1901 (that is to say):—

Section 102 (For protection of lenders);

Section 103 (Priority of existing mortgages);
and

Section 104 (Corporation not to regard trusts);

shall extend and apply mutatis mutandis to and in relation to the borrowing of moneys by the corporation on mortgage under the powers of this section and the repayment of moneys so borrowed and otherwise in respect of such mortgages as if those sections had been re-enacted in this Act with reference thereto.

53. Subject to the provisions of the section of this Act the marginal note of which is "For protection of Bristol Corporation" and of any agreement between the Company or the two companies and the Bristol Corporation the Company or the two companies (as the case may

As to interference with electric lines of Bristol Corporation.

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be) shall not alter or interfere with any electric cable or apparatus of the corporation otherwise than subject to and in accordance with the provisions of section 17 of the schedule to the Electric Lighting (Clauses) Act 1899.

For pro-
tection
of Bristol
Water-
works
Company.

54. In carrying into effect any work by this Act authorised the following provisions for the protection of the Bristol Waterworks Company (in this section called "the water company") shall unless otherwise agreed between the Company and the water company apply and have effect (that is to say) :—

- (1) At least fourteen days before the commencement of any work in pursuance of the powers of this Act which may in any way interfere with or affect any main pipe or apparatus of the water company or any private service pipe of any person supplied with water by the water company a notice in writing of the intention of the Company to execute such works accompanied by plans sections and a description of the mode of executing such works shall be submitted to the water company and if within fourteen days from such submission the water company disapprove of the said plans sections or mode of executing such works then such works shall be carried out in accordance with plans and sections to be settled by an arbitrator to be appointed as hereinafter provided Provided that if the water company do not within fourteen days after such submission signify their approval or disapproval of the said plans sections and mode of executing such works they shall be deemed to have approved thereof The said works shall be constructed in accordance with the plans and sections approved under the superintendence if such be given and to the reasonable satisfaction of the engineer of the water company:
- (2) Any main or pipe of the water company which shall be raised diverted sunk or altered shall be relaid at such depth or surrounded with concrete as may be reasonably required by the water company for protecting such pipes from frost accident or injury Provided that if by reason of the size of any such main or pipe it is impracticable to lay the same under

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the footpath or roadway of any road upon a bridge crossing the Company's railway the Company shall carry the same in a receptacle provided by them outside the parapets of the bridge such receptacle to be approved by the engineer of the water company :

- (3) Any work of removal deviation alteration or support of the pipes mains or apparatus of the water company necessitated by the construction or execution of the said works shall if the water company by notice in writing so desire be done by the water company and the reasonable expenses of the water company in connection therewith shall be paid by the Company :
- (4) All costs charges and expenses reasonably incurred by the water company in relation to the watching by the water company of the said works shall be paid by the Company to the water company :
- (5) If any interruption in the supply of water by the water company shall be occasioned by the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any of them either during the construction or subsequent maintenance of the said works the Company shall indemnify and compensate the water company in respect of all damage or loss which they may sustain by reason or in consequence of such interruption :
- (6) If by reason of the said works any increased length of water mains or pipes or any additional valves or apparatus be rendered necessary the same shall be provided and laid by the water company at the reasonable cost of the Company :
- (7) Nothing in this section contained shall prejudice alter or affect the rights of the Company or the water company under any agreement between them relating to the mains pipes or other works of the water company and where the provisions of such agreement are

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inconsistent with the provisions of this section the provisions of the said agreement shall apply :

- (8) If any difference arise between the Company and the water company touching this section or anything to be done or not to be done or any moneys to be paid thereunder such difference shall be determined by an engineer to be appointed (unless otherwise agreed on between the parties) on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall extend and apply to the determination of such difference.

For protection of
Bristol Gas
Company.

55. For the protection of the Bristol Gas Company (in this section called "the gas company") the following provisions unless otherwise agreed between the Company and the gas company shall have effect (that is to say) :—

- (1) Nothing in this Act contained shall deprive the gas company of the powers and privileges conferred upon them by any Act or Acts of Parliament of laying down and maintaining as occasion may require and repairing renewing and altering any mains pipes service pipes or apparatus in and under any part of the streets roads footways or bridges upon over or under which the works authorised by this Act will be made or under any street road or court which may be temporarily stopped up during the construction of the works by this Act authorised :
- (2) The provisions of section 21 (other than subsection (5) thereof) of the Great Western Railway (Additional Powers) Act 1923 so far as the same are applicable and are not inconsistent with the provisions of this Act shall extend and apply mutatis mutandis to and in relation to the works authorised and to the powers conferred on the Company by this Act and in construing such section for the purposes of this Act the expression "this Act" shall mean the Great Western Railway Act 1930 :

- (3) If by reason of the exercise of the powers of this Act any new or increased length of gas mains be rendered necessary the same shall be provided and laid by the gas company and the Company shall repay to the gas company the reasonable cost thereof: A.D. 1930.
- (4) Nothing in this section contained shall prejudice alter or affect the rights of the Company or the gas company under any agreement between them relating to the mains pipes or other works of the gas company and where the provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply.

56. For the protection of the Bristol Brewery Georges and Company Limited (hereinafter in this section referred to as "the brewery company") the following provisions shall unless otherwise agreed in writing between the brewery company and the Company have effect (that is to say):—

For protection of Bristol Brewery Georges and Company Limited.

- (1) Notwithstanding anything in this Act contained or shown upon the deposited plans the Company shall not enter upon take or use any portion of the enclosures numbered on the deposited plans 84 86 87 and 89 in the parish and city and county borough of Bristol without the consent in writing of the brewery company:
- (2) In lengthening the bridge carrying Bedminster Down Road over the Company's railway the Company shall maintain or provide alternative suitable and convenient access to the reasonable approval of the brewery company to the premises known as "The Telegraph" Bedminster Down in the parish and city and county borough of Bristol and shall maintain such access during the execution of the works. In the event of any dispute between the Company and the brewery company the same shall be referred to and determined unless otherwise agreed by an arbitrator to be appointed on the application of either party 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.

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

57. Where this Act authorises the diversion of a public road or footpath or the making of a new road or footpath in substitution for an existing public 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 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 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 may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road or footpath stopped up as far as the same is bounded on both sides by lands of the Company :

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

As to private rights
of way
over lands
taken com-
pulsorily.

58. 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 two companies 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 two companies 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.

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59. The roads streets footpaths and highways to be made altered or diverted under the authority of this Act (other than roads streets footpaths or highways made altered or diverted for the purposes of any railway or deviation of railway and in the case of other roads streets or footpaths except the stone steel or other structure of any bridge carrying the same over or under any railway of the Company or the two companies 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 two companies 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.

60. The Company or the two companies 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 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 two companies 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.

Power to
make agree-
ments as to
construction
of or con-
tribution
towards
cost of new
roads &c.

61. 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.

Expenses
of local
authorities.

62. In constructing the works other than the railways and deviation of railway and works in connection therewith by this Act authorised the Company

Power to
deviate in
construction
of works.

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or the two companies as the case may be 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.

63. If the railways are not completed before the first day of October one thousand nine hundred and thirty-five then as from that date the powers by 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 is then completed.

Imposing
penalty
unless
railways
opened.

64. If the Company fail within the period limited by this Act to complete the railways by this Act authorised and open the same for public traffic they shall 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.

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.

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But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Minister of Transport that the Company 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.

65. 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 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.

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 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 for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

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

Period for
compulsory
purchase
of lands.

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Power to
owners to
grant
easements.

67. 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 two companies 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 or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid.

Compensa-
tion in case
of recently
altered
buildings
acquired by
Company
or two
companies.

68. In settling any question of disputed purchase money or compensation payable under this Act by the Company or the two companies 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-nine 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.

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

69. 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:—

- (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 Second 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":

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- (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 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

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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.

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

70. The Great Western and Great Central Railways Joint Committee may subject to the consent of the corporation of Chepping Wycombe being first obtained in the parish and borough of Chepping Wycombe in the county of Bucks stop up and discontinue so much of the footpath which adjoins the northern side of the said joint committee's railway as lies between its junction with Bellfield Road and a point six chains west thereof.

Stopping up
footpath at
High
Wycombe.

71. 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 Berks—

Lands in the parish and borough of Newbury lying on and adjoining the northern side of the Company's Berks and Hants Railway and forming the south-west corner of Gordon Road.

In the county of Wilts—

Lands in the parish of Chippenham Within in the borough of Chippenham lying on and adjoining the north-western side of the Company's main line of railway and abutting on Union Road and Old Road;

Lands in the parish of Upton Scudamore in the rural district of Warminster and in the parish of Dilton Marsh in the rural district of Westbury and Whorwellsdown lying on and adjoining the western side of the Company's Salisbury Branch Railway and extending from the Company's

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pumping station near the mile post indicating 112 from Paddington Station to a point nine and a half chains south thereof;

Lands in the parish of Oaksey in the rural district of Malmesbury lying on and adjoining both sides of the Company's Cheltenham and Great Western Union Railway and extending for a distance of six chains measured in a south-easterly direction from the bridge carrying the road leading from Oaksey to Oaksey Moor Farm over the said railway.

In the county of Devon—

Lands in the parish of Buckland Monachorum in the rural district of Tavistock lying on and adjoining the west side of the Company's Launceston Branch Railway and abutting on the southern side of the road leading from Clearbrook to Higher Belliver at or near the bridge carrying the said railway over the said road.

In the county of Cornwall—

Lands in the parish of Tywardreath in the rural district of St. Austell lying on and adjoining the south-eastern side of the Company's Cornwall Railway and extending between points respectively five and a half chains and thirty chains north-east of the bridge carrying the road leading from Par to Fowey over that railway at or near Par Station;

Lands in the parish and borough of Falmouth forming the site of and adjoining both sides of the Company's station depot and works at Falmouth.

In the county of Glamorgan—

Lands in the parish and urban district of Gelligaer lying on and adjoining the north-eastern side of the Company's Rhymney Railway and extending from the viaduct carrying the said railway over the road known as Heol Evan Wynne to a point ten chains north-west thereof.

In the county of Carmarthen—

Lands in the parish of Llanelly Urban in the borough of Llanelly lying on and adjoining the north-eastern side of the Company's Llanelly and

Mynydd Mawr Railway and extending between points respectively five chains and twenty-four and a half chains north of the bridge carrying Pembrey Road over that railway.

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In the county of Stafford—

Lands in the parish and borough of Wolverhampton lying on and adjoining the north-eastern side of the Company's Oxford Worcester and Wolverhampton Railway and extending from Sutherland Avenue to a point seven chains north-west thereof.

72.—(1) On the passing of this Act the undertaking of the Corris Railway Company shall be transferred to and vested in the Company and the Corris Railway Company shall thereupon be dissolved except for the purpose of winding up their affairs.

Vesting of
Corris
Railway in
Company.

(2) Notwithstanding the vesting of the undertaking of the Corris Railway Company in the Company the officers of that company shall not be or become officers of the Company but the Corris Railway Company shall discharge all obligations which may be due to such officers.

73. The Company may from time to time in addition to the lands authorised to be compulsorily taken by them for the purposes of this Act and of the several Acts from time to time relating to their undertaking contract with any party willing to sell the same for the purchase of any lands for any of the purposes stated in section 45 of the Railways Clauses Consolidation Act 1845 and may hold the same and any lands which the Company have already acquired for any of the said purposes.

Extension
of power
to purchase
additional
lands by
agreement.

For the purposes of this section the expression "the Company" means and includes in addition to the Company any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented and as regards any undertaking now or hereafter belonging to the Company jointly with any other company or companies means and includes the Company and such other company or companies.

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—
Application of
section 35 of
London
Hackney
Carriage Act
1831 to station
premises.

Abandon-
ment of
railways &c.

74. Any premises comprising a railway station of the Company and the precincts thereof and the approaches thereto which are situate within the limits of the London Hackney Carriage Act 1831 as amended by subsequent Acts shall be deemed for the purposes of section 35 of that Act to be a street or place.

75. The Company may abandon the maintenance and use of—

(a) So much of the Burry Port and Gwendreath Valley Railway authorised by the Kidwelly and Burry Port Railway Act 1865 as lies between Tycoch Junction and Kidwelly Quay;

(b) (1) So much of the Wheatsheaf Branch Railway authorised by the North Wales Mineral Railway Extension Act 1845 as extends from a point three and a half chains north-west of the bridge carrying the road leading from Wrexham to Mold over the said branch railway to the western end of the tunnel on the said branch near Moss Halt;

(2) The Gwersyllt Colliery Branch Railway for a distance of twenty-two chains in a northerly direction measured from its junction with the said Wheatsheaf Branch;

(c) The Ffrwd Branch Railway authorised by the Act 7 & 8 Victoria cap. 99;

(d) The wharf at Newbury in the county of Berks adjoining and forming part of the undertaking of the Company known as the River Kennet Navigation authorised by the Act 1 Geo. I. cap. 24 together with the land and works thereon belonging to the Company adjacent to the said wharf and used in connection therewith which wharf and land are shown coloured pink on the plan signed by Sir Francis John Childs Ganzoni Baronet 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).

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 or land by this Act authorised to be abandoned shall cease.

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76. Notwithstanding anything to the contrary contained in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company the Company 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 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.

Power to
retain sell
&c. lands.

77.—(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 where used in this section 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) With respect to any of the bridges above referred to or any bridge over the following railways and canal which have already been abandoned by the Company viz. so much of the Company's Cornwall Railway authorised by the Cornwall Railway Act 1846 as lies between Saltash and St. Germans the Llangurig Branch Railway authorised by the Manchester and Milord Railway Act 1860 and the Somerset Coal Canal authorised by the Act 34 Geo. III. cap. 86 the following provisions shall apply and have effect (that is to say):—

- (a) 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

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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;

(b) 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.

(3) 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 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.

Application
of certain
sections of
Acts of
1923 1924
and 1929.

78.—(1) The provisions 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 and of section 54 (Power to Company &c. to lease or dispose of lands) of the Great Western

Railway Act 1929 shall extend and apply to any lands acquired by the Company or the two companies as the case may be under the powers of this Act as if the two companies were referred to in those sections in addition to the Company. A.D. 1930.

(2) The provisions of section 47 (For protection of Windsor Castle &c.) of the Great Western Railway (Additional Powers) Act 1923 shall extend and apply to any lands acquired under the provisions of this Act.

79. The Company and the London Company 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 London Company 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 London Company may for the general purposes of their undertaking and for the more efficient working of their traffic issue any shares or stocks which under the authority of any Act passed prior to the present session of Parliament or of any such scheme or enactment the Company or the London Company may have created or may hereafter create but which are not or may not be required for the special purposes for which such shares or stocks respectively were authorised to be created Provided that all money raised by the issue of such shares or stocks shall be applied only to purposes to which capital is properly applicable. Power to apply funds to purposes of Act.

80. 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 or the two companies as the case may be 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 without the consent in writing Crown rights.

A.D. 1930. — 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.

Provisions
as to general
Railway
Acts.

81. Nothing in this Act contained shall exempt the Company 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.

Costs of
Act.

82. 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.

The SCHEDULES referred to in the
foregoing Act.

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FIRST SCHEDULE.

HEADS OF AGREEMENT BETWEEN THE METROPOLITAN RAILWAY COMPANY (hereinafter called "the Metropolitan Company") of the one part and THE GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Great Western Company") of the other part.

Whereby it is agreed :—

1. Subject to the provisions hereinafter appearing the Great Western Company shall be at liberty to enter upon the property of the Metropolitan Company (including the Bishop's Road Station and the premises jointly used by the parties hereto by virtue of the agreement dated the nineteenth day of February one thousand eight hundred and sixty-four and made between the parties hereto) and to carry out the new works powers for which the Great Western Company are seeking in a Bill they are at present promoting in Parliament which works in addition to affecting the freehold property of the Metropolitan Company involve the reconstruction of Bishop's Road Station aforesaid.

2. The Great Western Company shall twenty-eight days before they commence the construction of any part of the said works as may affect the said property furnish to the Metropolitan Company proper and sufficient plans sections and specifications of the works proposed to be carried out and such plans sections and specifications shall be settled and agreed upon by the respective Engineers of the parties hereto or failing agreement determined by arbitration as hereinafter provided and such works shall be carried into effect only in accordance with such agreement or determination and under the supervision and to the reasonable satisfaction of the Engineer of the Metropolitan Company and at the costs charges and expenses in all respects of the Great Western Company and when commenced shall be proceeded with with all reasonable despatch and in such a manner as to cause as little interruption as possible to the traffic of the Metropolitan Company and of the Hammersmith and City Railway.

3. The Great Western Company shall at all times and at their own expense maintain the authorised works so far as

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the same affect the said property (including all mechanical and electrical signalling track circuits and telegraphs controlled from or protecting Bishop's Road Station) in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer to the Metropolitan Company and if and whenever the Great Western Company fail so to do the Metropolitan Company may after forty-eight hours' notice to the Great Western Company (which notice shall not be necessary in case of emergency) make and do in and upon as well the lands and property of the Great Western Company as their own lands such works repairs and things as the Metropolitan Company may reasonably think requisite and the sum from time to time certified by the engineer to be the reasonable amount of the Metropolitan Company's expenditure in that behalf shall be repaid to them by the Great Western Company :

Provided always that in the event of any difference between the engineers as to the amount of such expenditure the same shall be determined by arbitration in manner hereinafter provided The engineer to the Metropolitan Company and his duly authorised assistants shall at all reasonable times have free access (at their own risk as to accidents) to the authorised works and every reasonable facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Great Western Company.

4. If during and by reason of the execution or use of any of the authorised works the railway or other property of the Metropolitan Company shall be injured or damaged such injury or damage shall be forthwith made good by the Great Western Company at their own expense to the reasonable satisfaction of the engineer to the Metropolitan Company or in the event of their failing so to do the Metropolitan Company may make good the same and recover the costs thereof against the Great Western Company and in the event of any dispute arising under this article the same shall be settled by arbitration as hereinafter provided.

5. The Metropolitan Company shall continue to pay the annual payment of two thousand pounds to the Great Western Company in respect of the user of Bishop's Road Station under the provisions of the agreement dated the nineteenth February one thousand eight hundred and sixty-four and made between the parties hereto.

6. Bishop's Road Station as reconstructed shall be controlled and staffed by the Great Western Company and the reasonable expenses of so doing shall be divided between the parties hereto upon the basis at present in operation.

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7. The existing physical points utilised for calculating mileage for the purpose of dividing receipts between the parties hereto shall remain as at present fixed.

8. The Great Western Company shall pay to the Metropolitan Company an annual rental in respect of the Metropolitan Company's land to be occupied by the works of the Great Western Company and such rental shall failing agreement be settled by arbitration in manner hereinafter provided.

9. The Metropolitan Company are to continue to have on the new station free advertising facilities for their services as at the existing station.

10. The Metropolitan Company are to be entitled to use the new station as a terminus for trains from the city to such extent as may be necessary to deal with traffic from or to the Great Western system and any dispute as to the extent to which such user shall be exercised shall be determined by arbitration in manner following.

11. Any question or difference which may arise between the parties hereto or their respective engineers shall be determined by an arbitrator to be appointed on the application of either party after notice in writing to the other by the President for the time being of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such determination.

In witness whereof the Metropolitan Railway Company and the Great Western Railway Company have caused their respective common seals to be hereunto affixed this 2nd day of May 1930.

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

H. S. CHAPMAN
Secretary.



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

F. R. E. DAVIS
Secretary.



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SECOND 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. 2 (WESTBURY).		
Parish and urban district of Westbury.	31	Garden.
RAILWAY NO. 3 (FROME).		
Parish of Selwood in the rural district of Frome.	13	House garage store greenhouse coalhouse offices well garden and field.
ADDITIONAL LINES OF RAILS BRIDGES AND LANDS BETWEEN DURSTON AND NORTON FITZWARREN.		
Parish of Norton Fitzwarren in the rural district of Taunton.	3	Orchard.
Parish and borough of Taunton.	4	Garden and slope.
	5	House outhouses and greenhouse.
	11	Garden.
	12	Garden.
	13	Garden.
	15	School grounds and roads.
	16	Coppice and rough ground and wing wall of bridge.
	17	Harness room.
	18	Pavilion.
	19	Playing field.
	23	Garden.
	24	Garden.
	25	Garden.
	26	Garden.
	27	Garden.
	28	Garden.
	29	Garden.
	30	Garden.
	31	Garden.
	32	Garden.
	33	Garden.

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Area.	No. on deposited plans.	Description of Property.	
Parish and borough of Taunton—(continued).	34	Garden.	
	35	Garden.	
	36	Garden.	
	37	Garden.	
	38	Garden.	
	39	Garden.	
	40	Garden.	
	41	Garden.	
	42	Garden.	
	43	Garden.	
	44	Garden.	
	45	Garden.	
	46	Garden.	
	47	Garden.	
	48	Garden.	
	70	Shop and hotel over.	
	71	Dining rooms and hotel over.	
	72	Shop and hotel over.	
	Parish of West Monkton in the rural district of Taunton.	74	Garden.
		75	Drive.
76		Garden and greenhouse.	
80		Garden and hut.	
81		Garden.	
5		Garden and slope.	
6		Orchard.	
8		Footpath.	
9		Watercloset.	
10		Gardens well and sheds.	
Parish of Creech St. Michael in the rural district of Taunton.	12	Orchard.	
	21	Gardens.	
	22	Gardens and fowlhouse.	
	26	Garden and rough land.	
	31	Gardens and huts.	
	8	Garden.	
SUBWAYS NOS. 1 AND 2 Parish and metropolitan borough of Paddington.	14	Garden and wall.	
	28	Garden.	
	29	Orchard.	
	30	Orchard.	
	1	Garden.	
	2	Garden.	
	3	Garden.	
	4	Garden.	
	5	Garden.	
	6	Garden.	
7	Garden.		
8	Garden.		
9	Garden.		
10	Garden.		

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Area.	No. on deposited plans.	Description of Property.
BRIDGES AND LANDS BETWEEN BRISTOL AND PORTISHEAD JUNCTION.		
Parish and city and county borough of Bristol in the county of Somerset.	4	Road well and passage.
	10	Road forecourt and sheds.
	24	Garden and rough land.
	25	Garden.
	26	Garden and fowlhouses.
	27	Garden.
	28	Garden.
	29	Garden.
	30	Garden.
	31	Garden.
	32	Garden.
	33	Garden.
	34	Garden.
	35	Garden.
	60	Rough land and allotments.
	61	Garden.
	62	Garden.
	63	Garden.
	64	Garden.
	65	Garden.
	66	Garden.
	67	Garden.
	68	Garden.
	69	Garden.
	70	Garden.
	71	Garden.
	72	Garden.
	73	Garden.
74	Garden.	
75	Garden.	
76	Garden.	
77	Garden.	
78	Garden.	
79	Garden.	
84	Yard and outbuildings.	

BRIDGES AT CARDIFF.

Parish and city and county borough of Cardiff.	11	Road (East Canal Wharf) and forecourts.
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ROAD AT CARDIFF (ELY).

Parish and city and county borough of Cardiff.	3	Accommodation road and land by side.
	12	Rough land.
	23	Sanatorium grounds drive and garden.
	24	House (gatekeeper's lodge).

A.D. 1930.

Area.	No. on deposited plans.	Description of Property.
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FOOTPATH AT EYNHAM.

Parish of Eynsham in the rural district of Witney.	4	Sidings and land between roadway and footpath huts and pumphouse.
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FOOTPATH AND LANDS AT PAIGNTON.

Parish and urban district of Paignton.	5	Garden.
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ROAD AT ROSS.

Parish of Ross Urban and urban district of Ross.	2	Garden.
	3	Fowlhouses and run.
	4	Garden and fowlhouses.

LANDS AT BANBURY.

Parish of Grimsbury in the borough of Banbury.	19	Garden.
	20	Orchard greenhouse and shed.

LANDS AT BUGLE.

Parish of St. Austell Rural in the rural district of St. Austell.	1	Garden.
	2	Garden.

LANDS AT CARDIFF.

Parish city and county borough of Cardiff.	44	Public house and rooms over entrance to yard entrance to yard skittle alley and club room.
	45	Office stores fish curing house packing house and mess-room.
	49	Common lodging house shops yard and outbuildings.
	66	Tanks steps and yard.
	67	Drying kiln and wood bending shop.
	68	Rough land and waterclosets.
	70	Yard.
	71	Box maker's shop.
	72	Yard.
	73	Mineral water factory and grain store.
74	Yard and washing shed.	

LANDS AT FROME.

Parish of Selwood in the rural district of Frome.	8	Garden.
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A.D. 1930.

Area.	No. on deposited plans.	Description of Property.
LANDS AT KIDDERMINSTER.		
Parish and borough of Kidderminster.	6	Building plots garden and hut.
	7	Building plots gardens and hut.
	8	Garden piggeries boiler and hut.
	9	Garden.
	10	Garden fowlhouses and run.
	11	Garden.
	12	Garden.
	13	Gardens summer house and sheds.
	15	Garden.
	16	Garden.
17	Garden.	

SECOND PART.

**DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY
BE REQUIRED TO BE TAKEN BY THE TWO COMPANIES.**

Area.	No. on deposited plans.	Description of Property.
BRIDGES AND LANDS BETWEEN BRISTOL AND PORTISHEAD JUNCTION.		
Parish and city and county borough of Bristol in the county of Gloucester.	20	Oil varnish and paint stores.

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