



CHAPTER lxi.

An Act for conferring further powers upon the
Great Western Railway Company and for other
purposes. A.D. 1931.
[8th July 1931.]

WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to make and maintain the railway and widening of railway and other works and to exercise the powers by this Act authorised and conferred upon them and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith 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 plans and sections showing the lines and levels of the railway and widening of railway and other works by this Act authorised and plans showing the lands by this Act authorised to be acquired compulsorily and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerks of the county councils and town clerks of the several counties and county boroughs respectively within which such railway and widening of railway and other works will be constructed and such lands are situated and are hereinafter respectively referred to as the deposited plans sections and books of reference :

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And whereas it is expedient that provision should be made as in this Act contained with respect to the continuance in force of the rates dues and charges which the Company are now entitled to demand levy take and recover at the harbours docks and piers belonging to the Company :

And whereas it is expedient that the provisions of the Alexandra (Newport and South Wales) Docks and Railway Act 1916 with respect to the contribution payable by the Newport Harbour Commissioners towards the maintenance of the channel in that Act defined should be amended as provided by this Act :

And whereas it is expedient that the Company should be authorised to subscribe to the capital of companies incorporated for the purpose of providing wagons for the use of traders whose works or premises are situate upon or are served by the Company's system :

And whereas it is expedient that the Company of Proprietors of the Birmingham Canal Navigations should be authorised to abandon and discontinue the portion of the Causeway Green branch of their canal in this Act referred to in that behalf and that the other provisions of this Act with reference thereto should be made :

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

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

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

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

And whereas the purposes of this Act cannot be effected without the authority of Parliament: A.D. 1931.

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

1. This Act may be cited for all purposes as the Short title.
Great Western Railway Act 1931.

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 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

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such offer be borne by him including any fees and expenses of the arbitrator; and

- (3) the bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the common seal of the Company and shall be sufficient without the addition of the sureties mentioned in that section.

The Railways Clauses Consolidation Act 1845.

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

Interpreta-
tion.

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 railway" means the new railway by this Act authorised.

Protection
of gas and
water mains
of local
authorities.

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

Power to
Company
to make
new railway
and works.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railway and widening of railway hereinafter described with all proper works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited 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 railway and widening of railway hereinbefore referred to and authorised by this Act are— A.D. 1931.
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A railway 2 furlongs and 7 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 South Wales railway and terminating by a junction with the Penarth Harbour and Dock branch of the Company's Taff Vale railway.

A widening 3 furlongs and 4.37 chains in length of the Company's Newquay branch railway wholly in the county of Cornwall commencing in the parish of Roche in the rural district of St. Austell at a point 15½ chains north-west of Bugle Station and terminating in the parish of St. Austell Rural in the rural district of St. Austell at a point 12½ chains south-east of that station.

6. In making the railway and widening of railway and works in connection therewith by this Act authorised the Company may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and vertically from the levels shown on the deposited sections to any extent not exceeding ten feet upwards and ten 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. In altering for the purposes of this Act the road next hereinafter mentioned the Company may make the same of any inclination not steeper than the inclination hereinafter mentioned in connection therewith (that is to say) :— Inclination of road.

No. on deposited plan.	Area.	Description of road.	Intended inclination.
Widening of Newquay Branch Railway.			
5	Parish of St. Austell Rural	Public - -	1 in 16.2 on the north-eastern side.

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Power to
cross road
on level.

8. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the said widening of the Newquay branch railway carry the same with a single line only whilst the said widening of railway shall consist of a single line and afterwards with a double line only across and on the level of the public road number 15 in the parish of St. Austell Rural.

Rates and
charges.

9. For the purposes of tolls fares rates and charges and for all other purposes the railway shall form part of the undertaking of the Company and the said widening of railway shall form part of the railway which is to be so widened.

Company
not liable
to repair
surface of
road the
level of
which is
not per-
manently
altered.

10. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railway or widening of railway 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.

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

11. 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 roads and footpaths to be stopped up or diverted and exercise the other powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in

executing the powers of this Act or any other Act relating to the Company (that is to say):— A.D. 1931.
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In the parish of Keynsham in the rural district of Keynsham in the county of Somerset—

A widening on the northern side of the bridge carrying the Company's main line of railway over Broadmead Lane.

In the parish and urban district of Trowbridge in the county of Wilts—

A lengthening at the north-eastern end of the bridge carrying Stallard Street over the Company's Wilts Somerset and Weymouth railway.

In the parish of St. Austell Urban and urban district of St. Austell in the county of Cornwall—

A lengthening at the northern end of the bridge carrying the road leading from Truro to St. Blazey over the Company's Cornwall railway at the eastern end of St. Austell Station.

In the parish of Milford in the urban district of Milford Haven and in the parish of Steynton in the rural district of Haverfordwest in the county of Pembroke—

A widening on both sides of the bridge carrying the Company's Milford railway over the road leading from Steynton to Herbranston.

In the parish of Keynsham in the rural district of Keynsham in the County of Somerset—

They may alter and divert so much of Broadmead Lane as lies between points in that lane respectively 1 chain north and $9\frac{1}{2}$ chains east of the bridge carrying the Company's main line of railway thereover.

In the parish and urban district of Westbury in the county of Wilts—

They may stop up and discontinue so much of the footpath passing through the enclosures numbered 317 and 346 on the 25-inch Ordnance map (edition 1924) of that parish and so much of the westernmost footpath passing through the enclosures numbered 443 and 444 on the said Ordnance map as lie between the respective junctions of those footpaths with the footpath adjoining the

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southern side of the Company's engine shed at Westbury and points in those footpaths respectively $9\frac{1}{2}$ chains south thereof and in lieu thereof they may construct a new footpath commencing by a junction with the first above-mentioned footpath at the said point and terminating by a junction with the footpath leading from the footpath adjoining the southern side of the said engine shed to Station Road at a point $17\frac{1}{2}$ chains west of the said road.

They may stop up and discontinue so much of the footpath which joins Station Road at a point $2\frac{1}{2}$ chains south-east of the railway hotel as lies between points respectively $1\frac{1}{2}$ chains and $5\frac{1}{2}$ chains east of that road and in lieu thereof they may construct a new footpath between the last mentioned point and a point in Station Road 5 chains south-east of the railway hotel.

They may stop up and discontinue the footpath which passes under the Company's Stert and Westbury railway at a point 4 chains east of the bridge carrying that railway over the road leading from Trowbridge to Hawkeridge between the respective junctions of that footpath with the last mentioned road and Frogmore Road.

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

They may stop up and extinguish all rights of way over so much of the footpath leading from St. James' Street to the road leading from Ludgershall to Brimstone Bottom as lies between the boundaries of the Company's property.

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

They may alter and divert so much of the footpath which is carried over the Company's Bristol and Exeter railway by means of a footbridge at a point 16 chains west of Taunton Station as lies between the southern end of that footbridge and a point $3\frac{1}{2}$ chains south thereof and they may carry the same over the Company's property by means of a footbridge.

In the parish of St. Austell Urban and urban district of St. Austell in the county of Cornwall— A.D. 1931.
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They may stop up and discontinue so much of Tregonissey Road which crosses the Company's Cornwall railway on the level at the western end of St. Austell Station as lies between the boundaries of the Company's property and in lieu thereof they may construct a new footpath at or near the site of such level crossing and carry the same over the Company's said railway by means of a footbridge Provided that notwithstanding the stopping up of such level crossing the Postmaster-General shall continue to have the same powers and rights in regard to any telegraphic line (as defined by the Telegraph Act 1878) of the Postmaster-General which is under the site of the level crossing as if the same had continued to be a level crossing Provided further that if the Company desire to alter any such telegraphic line the enactments of section 7 of the Telegraph Act 1878 shall thereupon apply in all respects as if the Company were "undertakers" within the meaning of that Act.

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

They may stop up and extinguish all rights of way over so much of the road leading from the Company's station at Gresford to the road leading from Llay to Gresford which is carried over the river Alyn by a bridge known as Gresford Bridge as lies between the junction of the said roads and a point 9 chains east thereof and they may in lieu thereof construct a new road from the last mentioned point to the said bridge Provided that the gradient of such new road shall not be steeper than 1 in 20.

In the parish of Milford in the urban district of Milford Haven and in the parish of Steynton in the rural district of Haverfordwest in the county of Pembroke—

They may alter and divert so much of the road leading from Steynton to Herbranston as lies between points respectively 2 chains and $19\frac{1}{2}$ chains north of the bridge carrying the Company's Milford railway over the said road.

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For pro-
tection of
Somerset
County
Council.

12. The provisions of subsections (9) and (12) of section 26 (For protection of Somerset County Council) of the Great Western Railway Act 1930 shall extend and apply to the bridge carrying the Company's main line of railway over Broadmead Lane as and when widened under the powers of this Act as if that bridge had been referred to in the said subsection (9).

For pro-
tection of
Wilts
County
Council.

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

(1) Notwithstanding anything contained in this Act or shown on the deposited plans or sections the Company in lengthening under the powers of this Act the bridge carrying Stallard Street over their Wilts Somerset and Weymouth railway in the urban district of Trowbridge in the county of Wilts shall not—

(a) raise by more than nine inches the level of any part of the carriageway or footways on the said bridge above the level of that part as existing at the date of the passing of this Act; or

(b) make the gradient of any part of the carriageway or footways on the bridge or its approaches steeper than 1 in 16·4 :

(2) The Company shall so carry out the lengthening of the said bridge that the bridge when lengthened will be of sufficient strength to comply with the standard loading prescribed by the Minister of Transport for bridges carrying class 1 roads :

(3) Not less than twenty-eight days before commencing to construct the lengthening of the said bridge the Company shall submit to the county council a plan and section thereof and other necessary particulars and if at any time within twenty-eight days from the date of such submission the county council intimate in writing to the Company any objection to the said plan

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section and particulars on the ground that the construction of the said lengthening in accordance therewith would not comply with the provisions of this section a difference shall be deemed to have arisen between the Company and the county council which shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) 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 :

- (4) As from the date of the completion of the lengthening of the said bridge in accordance with the provisions of this section the county council shall assume the functions of maintenance and repair of the carriageway and footways on the said bridge.

14. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for the general purposes (including the erection of garages and repair shops for the purposes of road transport) of their undertaking and works connected therewith and for providing increased accommodation and for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto and may exercise the powers following (that is to say) :—

Power to
Company
to acquire
additional
lands.

In the county of Berks—

Lands in the parish and county borough of Reading lying on and adjoining the northern side of the Company's main line of railway and extending between points respectively 7 chains and 29 chains east of the bridge carrying that railway over Vastern Road.

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In the county of Wilts—

Lands in the parish and urban district of Trowbridge lying on and adjoining the western side of the Company's Wilts Somerset and Weymouth railway and extending from the Company's coal yard at Trowbridge Station to Innox Road.

In the county of Somerset—

Lands in the parish of Keynsham in the rural district of Keynsham lying on and adjoining the northern side of the Company's main line of railway and extending from the bridge carrying that railway over Broadmead Lane to a point $14\frac{1}{2}$ chains west thereof and in connection therewith they may alter and divert so much of the footpath which adjoins the northern side of that railway near the said bridge as lies between its junction with Broadmead Lane and a point 14 chains west thereof.

Lands in the parish and urban district of Wellington lying on and adjoining both sides of the Company's Bristol and Exeter railway and extending between points respectively 9 chains and $29\frac{1}{2}$ chains south-west of the bridge carrying Milverton Road over that railway at the north-eastern end of Wellington Station.

In the county of Devon—

Lands in the parish of Cullompton in the rural district of Tiverton lying on and adjoining the eastern side of the Company's Bristol and Exeter railway and extending from Cullompton Station to a point 18 chains north thereof.

Certain other lands in the said parish and rural district lying on and adjoining the eastern side of the said railway and extending between points respectively 28 chains and 32 chains north of Cullompton Station.

Lands in the parish of Churston Ferrers in the rural district of Totnes adjoining the southern side of the Company's Torbay and Brixham railway and extending in an easterly direction for a distance of 18 chains from the bridge carrying

the road leading from Torquay to Brixham over the Company's Dartmouth and Torbay railway at the northern end of Churston Station. A.D. 1931.
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In the county of Oxford—

Lands in the parish and urban district of Thame lying on and adjoining the southern side of the Company's Wycombe and Oxford railway and extending between points respectively 1 chain and 7 chains east of the bridge carrying Park Road over that railway.

In the county of Warwick—

Lands in the parish of Packwood in the rural district of Solihull lying on and adjoining the north-eastern side of the Company's Oxford and Birmingham railway and extending between points respectively 7 chains and 18 chains north-west of Knowle and Dorridge Station.

Certain other lands in the said parish and rural district extending in a north-westerly direction for a distance of 2 chains from the termination of Poplar Road.

In the county of Stafford—

Lands in the parish and urban district of Tipton lying on and adjoining the south-eastern side of the Company's Great Bridge branch railway and extending between points respectively 3 chains and 16 chains south-west of Great Bridge Station.

In the counties of Stafford and Worcester—

Lands in the parish and urban district of Rowley Regis in the county of Stafford and in the parish and county borough of Dudley in the county of Worcester lying on and adjoining the south-western side of the Company's Windmill End branch railway and extending between points respectively $10\frac{1}{2}$ chains and 19 chains north-west of Windmill End Station.

In the county of Salop—

Lands in the parish of Albrighton in the rural district of Shifnal lying on and adjoining the north-eastern side of the Company's Shrewsbury and Birmingham railway and extending

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between points respectively 4 chains and 21 chains south-east of Albrighton Station.

In the county of Denbigh—

Lands in the parish of Gresford in the rural district of Wrexham lying on and adjoining the northern side of the Company's Shrewsbury and Chester railway and extending in an easterly direction for a distance of 5 chains from the bridge carrying the said railway over the road leading from Llay to Gresford.

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 London Midland and Scottish Railway and the northern side of Eccles New Road and extending between points respectively 5 chains and $15\frac{1}{2}$ chains east of Langworthy Road.

In the county of Glamorgan—

Lands in the parish and county borough of Swansea forming in part the site of a portion of the Tennant Canal and the site of the lay-by connected therewith situate between their respective terminations on the northern side of the King's Dock and a point on that canal situate about 3 chains east of the bridge which carries Railway No. 3 authorised by the Swansea Harbour Act 1901 over that canal.

For protection of Reading Corporation.

15. Notwithstanding anything contained in this Act or shown upon the deposited plans the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Reading (hereinafter referred to as "the corporation") shall unless otherwise agreed in writing between the corporation and the Company apply and have effect (that is to say) :—

- (1) In this section "the signed plan" means the plan which has been signed in duplicate by Arthur Stanley Parsons on behalf of the corporation and Raymond Carpmael on behalf of the Company one copy of which plan so signed

has been deposited with the corporation and the other with the Company : A.D. 1931.

- (2) The Company shall not enter upon take or use any further or greater part of the lands in the borough of Reading which are numbered 1 upon the deposited plans than the portion of those lands which is coloured red upon the signed plan :
- (3) Simultaneously with the acquisition of the said lands coloured red or any part thereof by the Company the Company shall convey to the corporation free of cost (except as in this section provided) the lands which are coloured green upon the signed plan Provided that the corporation shall pay to the Company as equality of exchange in respect of the conveyance by the corporation to the Company of the said lands coloured red and of the conveyance to the corporation by the Company of the said lands coloured green the sum of one thousand pounds :
- (4) The Company shall to the reasonable satisfaction of the corporation construct on the lands coloured yellow on the signed plan a gravelled carriageway twenty feet in width (hereinafter referred to as "the carriageway") similar in character to that now existing on the said lands coloured red and the Company shall to the like satisfaction erect and for ever thereafter maintain along the northerly and westerly boundaries of the said lands coloured red an unclimbable iron fence at least six feet in height :
- (5) If at any time Huntley and Palmers Limited shall require the corporation to increase the width of the carriageway so as to conform to the provisions of the conveyance of land situate in King's Meadow Reading dated the twenty-ninth day of January one thousand nine hundred and nine from Huntley and Palmers Limited to the corporation and the corporation shall by notice in writing require the Company so to do the Company shall construct on the lands coloured blue upon the signed plan to the

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reasonable satisfaction of the corporation a widening of ten feet of the carriageway constructed by them upon the said lands coloured yellow in accordance with the foregoing provisions of this section :

- (6) After the construction and completion of the carriageway and (if required as aforesaid) the widening thereof respectively the corporation shall maintain the same and no liability in respect of such maintenance shall fall upon the Company :
- (7) Huntley and Palmers Limited and their assigns shall be entitled to a right of way over the said lands coloured yellow and blue and such right of way so to be enjoyed by Huntley and Palmers Limited and their assigns shall be similar in all respects to the right of way at present enjoyed by them over the carriageway which traverses the said lands coloured red :
- (8) The corporation shall afford to the Company all reasonable facilities for constructing the carriageway and (if such notice in writing as is referred to in subsection (5) hereof be given by the Corporation) the said widening thereof :
- (9) If any question or difference shall arise between the corporation and the Company under the provisions of this section or as to anything to be done or not to be done thereunder the same shall be referred to and determined by a single arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party in dispute after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

For protection of
Company of
Proprietors
of Bir-
mingham
Canal Navi-
gations.

16. For the protection of the Company of Proprietors of the Birmingham Canal Navigations (in this section referred to as "the canal company") the following provisions shall unless otherwise agreed in writing apply and have effect :—

- (1) Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not acquire except by agreement any

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property right or interest of the canal company in over or under the lands numbered on the deposited plans 2 in the parish and county borough of Dudley and 1 in the parish and urban district of Rowley Regis (in this section referred to as "the said lands") :

- (2) Before the Company carry out any works upon the said lands they shall to the reasonable satisfaction of the engineer of the canal company and in accordance with plans and sections to be previously submitted to and reasonably approved by them execute such works as the canal company may reasonably require for the protection of the watercourse inspection chamber valve chamber and any other works belonging to them (in this section referred to as "the apparatus of the canal company") Provided 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 submitted to them they shall be deemed to have approved thereof :
- (3) The construction of the works and any maintenance and repairs which may at any time be necessary in connection therewith shall be carried out in such a manner as not to interrupt or unnecessarily interfere with the use of and access to and inspection of the apparatus of the canal company The means of carrying out such construction maintenance and repairs shall be notified to the canal company in writing and shall be subject to the reasonable approval of the engineer for the time being of the canal company :
- (4) 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 such reference and determination.

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For pro-
tection of
Salford Cor-
poration.

17. 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) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take or use any part of the lands or property of the corporation numbered on the deposited plans 7 and 8 in the city and county borough of Salford (in this section referred to as "the existing site") until a new site (in this section referred to as "the new site") as nearly as may be equivalent in area to the existing site and in a position and of dimensions reasonably convenient for the erection thereon of a poor law institution shall have been provided in accordance with the provisions of this section and buildings and conveniences (in this section referred to as "the reinstated premises") equivalent in capacity and similar in character and equipment to the existing poor law institution of the corporation erected on the existing site shall have been erected on the new site and equipped furnished fitted up and made ready for use in accordance with those provisions :
- (2) The corporation shall with all reasonable dispatch after the service upon them by the Company of notice to treat for the purchase of the existing site or any part thereof proceed to select lands within the said city suitable for the new site but before entering into any binding contract for the purchase of any such lands the corporation shall within six months from the service of such notice to treat furnish the Company with particulars of the lands proposed to be acquired and an estimate of the cost of such acquisition. 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 lands is in all the circumstances unreasonable and (ii) furnish

the corporation with particulars of other lands possession of which could be given to the corporation within a reasonable time and which in the opinion of the Company are suitable for the new site it shall be referred to an arbitrator under the provisions of subsection (7) of this section to determine having regard to all the circumstances of the case which of such lands shall be acquired and the corporation shall with all reasonable dispatch after the decision of the arbitrator has been made proceed to acquire the lands specified in the award of the arbitrator and to erect furnish and equip the reinstated premises thereon and lay out the new site for the purposes of a poor law institution :

- (3) Upon the completion of the purchase of the new site the Company shall repay to the corporation the amount of the purchase money and compensation paid by them and of all costs charges and expenses reasonably incurred by them in or in connection with the acquisition of the new site and the conveyance thereof to the corporation and upon the completion of the erection equipment furnishing and fitting up of the reinstated premises and the laying out of the new site the Company shall repay to the corporation the expenses reasonably incurred by them in or in connection with such erection equipment furnishing fitting up and laying out and in removing any furniture equipment fittings appliances or other property of the corporation from the said existing poor law institution to the reinstated premises :
- (4) The corporation shall so soon as they have erected furnished and equipped and made ready for use the reinstated premises convey to the Company at the cost of the Company but without other consideration the existing site with the buildings and structures erected thereon :
- (5) Notwithstanding anything contained in the section of this Act of which the marginal note is "Period for compulsory purchase of lands" or in section 38 (For protection of Salford Corporation) or section 66 (Period for compulsory

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purchase of lands) of the Great Western Railway Act 1930 the Company may subject to the provisions of this section serve notice to treat for the purchase of—

(a) the lands comprising the existing site;
or

(b) the red lands and the blue lands referred to in the said section 38 or any of those lands or any part thereof respectively

at any time up to and including the thirty-first day of December one thousand nine hundred and thirty-two and the powers of the Company under this Act or the Act of 1930 of purchasing compulsorily the said lands or any of them or any part thereof respectively shall as from the said date cease to be exerciseable except as to such (if any) thereof as shall be comprised in any notice to treat served by the Company upon the corporation on or before that date:

- (6) If the Company acquire the existing site they shall at all times thereafter maintain to the reasonable satisfaction of the corporation and keep open for use by the public the existing footpath numbered on the deposited plans 8 in the city and county borough of Salford and the Company shall to the like satisfaction construct and at all times thereafter maintain and keep open as aforesaid such bridges or other works as may be necessary for carrying the said footpath over any sidings lines of rails or other works which may be constructed upon or across the site thereof:
- (7) If any difference shall arise between the corporation and the Company under this section such difference shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Chartered Surveyors' Institution and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

18. For the protection of the trustees of the will of the Right Honourable Victor Albert George seventh Earl of Jersey (in this section called "the trustees") the following provisions shall unless otherwise agreed between the trustees and the Company apply and have effect (that is to say) :—

A.D. 1931.

—
For pro-
tection of
Briton
Ferry
Estate.

Notwithstanding anything contained in this Act or shown on the deposited plans relating to the lands at Swansea in the county of Glamorgan the Company shall not enter upon take or use otherwise than by agreement any portion of those lands belonging to the trustees which are situate to the north of the line coloured red on the plan signed by Raymond Carpmael on behalf of the Company and John Benjamin Williams on behalf of the trustees.

19. 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.

Stopping
up roads
and foot-
paths in
case of
diversion or
making of
new road or
footpath.

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

A.D. 1931. — 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 compulsorily.

20. 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 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 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.

Provision as to repair of new roads and footpaths.

21. 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 the railway or widening 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 which structure except where otherwise expressly provided by this Act shall be repaired and maintained by and at the expense of the Company) 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.

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

22.—(1) The Company may enter into and carry into effect agreements with the parties having the charge management or control of the roads streets footpaths or highways or any of them portions whereof shall under the provisions of this Act be stopped up with reference to the construction or contribution towards the costs of any new road street footpath or highway to be substituted

therefor and with reference to any other matters relating thereto and if so agreed the Company may delegate to such parties as aforesaid the power of constructing all or any of such new roads streets footpaths or highways in which they may be interested except the stone steel or other structure of any bridge over or under any railway.

A.D. 1931.

(2) Any expenses incurred under and for any of the purposes of this section shall except where otherwise expressly provided be deemed in the case of a local authority to be expenses under and for the purposes of the Public Health Act 1875 and in the case of a county council to be expenses as for general county purposes.

23. In constructing the works other than the railway and widening of railway and works in connection therewith by this Act authorised the Company may deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and from the levels thereof as shown on the deposited sections to any extent not exceeding five feet but not so as (1) to reduce the headway as shown upon the deposited sections under any bridge carrying the Company's railway over a public road or street or (2) 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.

Power to deviate in construction of works.

24. If the railway is not completed before the first day of October one thousand nine hundred and thirty-six 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.

Period for completion of railway.

25. If the Company fail within the period limited by this Act to complete the railway and open the same for public traffic they shall be liable 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.

Imposing penalty unless railway opened.

The said penalty may be applied for by any landowner or other person claiming to be compensated or

A.D. 1931. 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 Accountant-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided.

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

Application
of penalty.

26. 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 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.

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 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. A.D. 1931.

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

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

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

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

- (1) The owner of and persons interested in any of the properties whereof the whole or part is

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described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the arbitrator to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the arbitrator") shall in addition to the other questions required to be determined by him determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the arbitrator shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such

sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the arbitrator :

- (5) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the arbitrator may in his absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :
- (6) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not he shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the arbitrator shall having regard to the circumstances of the case and his final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this

A.D. 1931. 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 of the scheduled properties.

Confirma-
tion of
purchase of
lands by
Company.

31. 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) :—

In the county of Berks—

Lands in the parish of Pangbourne in the rural district of Bradfield lying on and adjoining the northern side of the Company's main line of railway at the western end of Pangbourne Station and extending from that railway to the road leading from Reading to Wallingford.

In the county of Somerset—

Lands in the parish of Bathampton in the rural district of Bath lying on and adjoining the south-eastern side of the Company's main line of railway and extending between points respectively 59 chains and 75 chains south-west of Bathampton Station.

In the county of Wilts—

Lands in the parish and urban district of Westbury lying on and adjoining both sides of the Company's Stert and Westbury railway and the north-western side of Hawkeridge Road and extending between points respectively 8 chains and 27 chains north-east of the junction of that road with Station Road.

In the county of Cornwall—

Lands in the parish of Penzance in the borough of Penzance lying on and adjoining the northern side of Penwith Street at or near the junction of that street with Mount Street.

In the county of Warwick—

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Lands in the parish of St. Mary in the borough of Warwick lying on and adjoining the southern side of the Company's Oxford and Birmingham railway and extending between points respectively $8\frac{1}{2}$ chains and 25 chains west of Warwick Station.

In the county of Worcester—

Lands in the parish and urban district of Oldbury lying on and adjoining the south-eastern side of the Company's Stourbridge extension railway and extending between points respectively $48\frac{1}{2}$ chains and 59 chains south-west of Langley Green Station.

In the county of Stafford—

Lands in the parish and urban district of Rowley Regis lying on and adjoining the eastern side of the Company's Netherton and Halesowen branch railway and extending between points respectively $10\frac{1}{2}$ chains and $44\frac{1}{2}$ chains north of the bridge carrying that railway over High Street Old Hill.

In the county of Glamorgan—

Lands in the city and county borough of Cardiff lying on and adjoining the western side of the lane leading from Redcliffe Avenue to Cowbridge Road.

32.—(1) Notwithstanding anything contained in the Harbours Docks and Piers (Temporary Increase of Charges) Acts 1920 to 1922 or section 3 of the Great Western Railway Harbours Docks and Piers (Temporary Increase of Charges) Order 1930 (in this Act referred to as "the Order of 1930") the provisions of sections 1 and 2 of the Order of 1930 shall subject as in this section provided remain and continue in force after the first day of October one thousand nine hundred and thirty-one and the rates dues and charges specified in Schedule 2 of the Order of 1930 may (subject as aforesaid) be charged notwithstanding any statutory provisions or any agreement (whether or not confirmed by an Act or Order having the force of an Act) made prior to the passing

Dock
rates and
charges.

A.D. 1931. of the Harbours Docks and Piers (Temporary Increase
— of Charges) Act 1920 :

Provided that nothing in this subsection shall be deemed to affirm or imply that the rates dues and charges authorised by the Order of 1930 are reasonable or proper in the circumstances and under the conditions prevailing at the passing of this Act.

(2) The Company shall keep open for public inspection at their principal office at every harbour dock or pier mentioned in Schedule 1 to the Order of 1930 the book or list specifying the rates dues and charges to which the Order of 1930 relates and which were in operation at such harbour dock or pier on the thirty-first day of December one thousand nine hundred and thirteen and the conditions attaching to any such rates dues and charges.

(3) (a) If at any time after the expiration of five years from the first day of October one thousand nine hundred and twenty-seven or the expiration of five years from the date of the decision of the Minister on any application for a review under this subsection of all the rates dues and charges then authorised (whether such rates dues and charges be varied or not) the Company are required by notice in writing addressed to the Company and given by any chamber of commerce or shipping or any representative body of traders or any dock or harbour authority or any person who in the opinion of the Minister of Transport (in this section referred to as "the Minister") is a proper person for the purpose to make application to the Minister to review all the rates dues and charges then authorised the Company shall within three months from the receipt of such notice make such application accordingly. Provided that if during any such period of five years as aforesaid an inquiry shall be held into an application made under subsection (4) of this section by any of the bodies or persons specified in that subsection (other than the Company) for a revision of all the rates dues and charges then authorised the Company shall not be required to make application to the Minister under this subsection until after the expiration of five years from the decision of the Minister on the said application under subsection (4).

(b) The Company shall within fourteen days of their being required to make application to the Minister under paragraph (a) of this subsection publish notice of such requirement in the London Gazette. A.D. 1931.

(c) On any application being made under this subsection the Minister shall cause an inquiry to be held with reference thereto in pursuance of the Board of Trade Arbitrations &c. Act 1874 as applied by this section and may make such order thereon as he shall think fit either continuing the rates dues and charges then authorised or varying them from such date as he shall determine.

(4) (a) If it is represented by application in writing to the Minister—

(i) by any chamber of commerce or shipping or any representative body of traders or any dock or harbour authority or any person who in the opinion of the Minister is a proper person for the purpose; or

(ii) by the Company;

that under the circumstances then existing the authorised rates dues and charges or any of them should be revised the Minister may if he thinks fit at any time after the first day of October one thousand nine hundred and thirty-one make an order revising the authorised rates dues and charges referred to in the application or any of them and may fix the date as from which such order shall take effect and thenceforth such order shall remain in force until the same expires or is revoked or modified by a further order of the Minister made in pursuance of this section. Provided that before making an order under this subsection the Minister shall cause an inquiry to be held with reference thereto in pursuance of the Board of Trade Arbitrations &c. Act 1874 as applied by this section.

(b) On any application being made to the Minister under this subsection he may require the Company to show cause why the rates dues and charges to which such application relates should not be submitted for revision to the body or persons holding an inquiry for the purposes of this subsection and the applicant shall have access to any information furnished to the Minister by the Company when showing cause.

A.D. 1931.
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(c) No application for a revision of the authorised rates dues and charges or any of them shall be made under this subsection within twelve months after the decision of the Minister on any previous application under this subsection with reference to the same rates dues and charges or on any application under subsection (3) of this section for a review of all the authorised rates dues and charges.

(5) The provisions of Part I of the Board of Trade Arbitrations &c. Act 1874 shall apply for the purposes of subsections (3) and (4) of this section—

(a) as if the Minister were referred to therein in lieu of the Board of Trade;

(b) as if the person or persons duly authorised to hold any inquiry thereunder were the rates advisory committee constituted under the Ministry of Transport Act 1919 or any sub-committee thereof to which the said advisory committee may under section 2 of the Harbours Docks and Piers (Temporary Increase of Charges) Act 1920 have delegated their powers or in the event of the said advisory committee ceasing to exist some persons with similar qualifications to be appointed for the purpose by an order of the Minister under section 2 of the said Act of 1874; and

(c) as if in section 4 of the said Act of 1874 the words “under the seal of the Minister of Transport” were substituted for the words “by writing under the hand of the President or of one of the secretaries of the Board.”

(6) An application made to the Minister under this section shall be accompanied by such information and particulars as the Minister may consider relevant certified in such manner as he may require and the Minister and the body or persons holding an inquiry for the purposes of this section may call for such information documents and accounts as they may consider relevant and may hear such witnesses as they shall think fit and shall have power to take evidence on oath and for that purpose may administer oaths.

(7) It shall be the duty of any applicant or objectors furnishing any information particulars documents or

accounts accompanying any application under this section or accompanying any objection thereto or called for either by the Minister or by the body or persons holding an inquiry for the purposes of this section to call evidence at the inquiry in support of such information particulars documents or accounts. A.D. 1931.

(8) The Minister or the body or persons holding an inquiry for the purposes of this section in considering any proposed modification of any rates dues or charges may take into consideration among other matters the effect which such modification would be likely to have upon the rates dues and charges levied or made or the traffic dealt with at any other harbour dock or pier whether forming part of the undertaking of the Company or not.

(9) Any chamber of commerce or shipping or any representative body of traders or any dock or harbour authority or any person who in the opinion of the Minister is a proper person for the purpose shall if they or he or the interests they represent or he represents are directly affected thereby or any dock or harbour authority who appear to the Minister to be likely to be affected by the decision on the application shall be entitled to be heard on any application under this section.

33.—(1) If at the inquiry held on the first review under subsection (3) of section 32 of this Act of the rates dues and charges then authorised at the dock undertakings of the Company enumerated in Schedule I of the Order of 1930 it is represented that by reason or in consequence of the Company having set aside out of the revenue of the said undertakings or any of them in the years 1923 to 1930 (inclusive) or any of those years for renewal of such undertakings or any of them sums in excess of what were reasonably necessary for the proper renewal thereof all or any of the dues rates and charges authorised in respect of such undertakings were at a higher level than they would otherwise have been the body or persons holding such inquiry shall consider such representations and report thereon to the Minister who if he thinks fit may direct the Company to allow from such of the authorised rates dues and charges levied in respect of the said undertakings as appear to

Power to
Minister of
Transport
with
respect to
dock
renewal
funds of
Company.

A.D. 1931. — have been affected thereby rebates of such amount or amounts and for such period as the Minister may consider just and the Company shall obey such direction.

(2) Any body or association intending to make such representation shall give notice in writing of such their intention to the Minister and to the Company within fourteen days after the publication in the London Gazette of the notice referred to in paragraph (b) of subsection (3) of section 32 of this Act.

(3) The Company shall furnish to the Minister and to the body or association making such representation such information as the Minister considers relevant.

Amendment
of section 8
of Alexandra
(Newport and
South Wales)
Docks and
Railway Act
1916.

34. Subsection (2) of section 8 of the Alexandra (Newport and South Wales) Docks and Railway Act 1916 shall be read and have effect as if the words "five thousand pounds" had been inserted therein instead of the words "five thousand five hundred pounds."

Subscrip-
tion by
Company
to capital of
mineral
wagon
companies.

35.—(1) The Company may subscribe to the capital and hold stocks shares and securities of any wagon company Provided that the Company shall not at any time by themselves or their nominees hold more than thirty-five per centum of any debentures or debenture stock issued by the wagon company or more than thirty-five per centum of any other stocks or shares of the wagon company or of the voting rights in that Company.

(2) The Company may apply their funds to all or any of the above-mentioned purposes and may appropriate and apply to such purposes being purposes to which capital is properly applicable any of the moneys which they have raised or are authorised to raise and which may not be required for any purpose to which they are by any Act made specially applicable.

(3) In this section "wagon company" means any company incorporated for the sole purpose of providing mineral wagons for the use in common of traders whose works or premises are situate upon or served by the Company's system and in which the traders using or proposing to use such wagons hold the whole of the

capital stocks shares and securities carrying voting rights and not held by the Company. A.D. 1931.

(4) A wagon company to which this section refers shall not—

- (a) manufacture wagons;
- (b) repair wagons other than wagons of the wagon company;
- (c) have any financial interest in any company engaged in the manufacture or repair of wagons; or
- (d) acquire wagons constructed by the Company after the incorporation of the wagon company.

(5) The Company shall not effect repairs to the wagons of the wagon company other than running repairs.

36. The Company may by agreement with the Company of Proprietors of the Birmingham Canal Navigations (in this section referred to as "the canal company") acquire and the canal company may sell to the Company so much of the Causeway Green branch of their canal in the parish and urban district of Oldbury in the county of Worcester as lies between the termination of that branch and a point 2 chains north-west thereof together with certain lands adjacent thereto lying between the Company's Stourbridge extension railway and Penn-crick Lane which portion of canal branch and lands are shown coloured pink on the plan signed by Frank Lee 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. When the Company shall have acquired the said portion of canal in pursuance of any such agreement they may stop up the same and upon such stopping up taking place the canal company shall abandon the said portion of canal and all rights of navigation upon and user of the said portion of canal and all rights of way (if any) over or along the same and over the said lands shall thereupon cease and be extinguished and the canal company shall by virtue of this Act be released from all

Provisions as to abandonment of portion of Causeway Green branch of Birmingham Canal and incidental matters.

A.D. 1931. duties and obligations to maintain the said portion of canal as part of their undertaking :

Provided that the Company shall make full compensation to all parties interested in respect of any private right of way so extinguished 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.

Extension
of time for
completion
of railways.

37. The period limited by the Great Western Railway Act 1926 for the completion of the railway by that Act authorised and the period as now limited by the Great Western Railway Act 1929 for the completion of—

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

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

Extension
of time for
compulsory
purchase of
lands.

38. The period limited by the Great Western Railway Act 1929 for the compulsory purchase of certain lands in the parish of Rhyndwyclydach in the rural district of Pontardawe in the county of Glamorgan and the period as now limited by the said Act of 1929 for the compulsory purchase of—

- (1) lands authorised to be acquired by the Great Western Railway Act 1914 which are specified in Part I of the Second Schedule hereto and the lands authorised to be acquired for the purposes of the works specified in Part II of that schedule;
- (2) lands required for the purposes of or in connection with the railway and the alteration of road and construction of bridge at King's Dock level crossing in the county borough of Swansea in the county of Glamorgan respectively authorised by the Great Western Railway Act 1926;

(3) lands authorised to be acquired by the Great Western Railway Act 1926 situate in the parish of Upper Swinford in the borough of Stourbridge and in the parish of Pedmore in the rural district of Bromsgrove in the county of Worcester; A.D. 1931.

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

39. The Company may abandon the maintenance and use of— Abandonment of railways &c.

The Company's Liskeard and Caradon railway authorised by the Act 6 and 7 Vict. cap. XLIII.

So much of the Company's Wheatsheaf branch railway authorised by the North Wales Mineral Railway Extension Act 1845 as lies between the western end of the tunnel on the said branch near Moss Halt and the western end of the tunnel on the said branch near Brymbo Station.

So much of the Company's Treferig Valley railway authorised by the Treferig Valley Railway Act 1879 as lies between a point 1 chain south-east of the bridge carrying the road leading from Rhiwfelin to Castellau thereover and the termination of the said railway at Treferig.

So much of the Cwmmawr branch of the Company's Burry Port and Gwendreath Valley railway authorised by the Kidwelly and Burry Port Railway Act 1865 as lies between a point 1 chain south-west of the bridge carrying the road leading from Llanelly to Carmarthen thereover at the north-eastern end of Cwmmawr Station and the termination of the said branch at Clos-yr-yn.

The branch railway or siding leading from the Cwm Capel branch of the last mentioned railway to Cwm Capel Quarry.

A.D. 1931.

So much of the Company's Swansea Canal authorised by the Act 34 Geo. III. cap 109 as lies between the southern side of the bridge carrying Maliphant Street thereover and a point 20 chains north thereof.

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 railways and portion of canal by this Act authorised to be abandoned shall cease.

Power to
retain sell
&c. lands.

40. 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.

As to
bridges.

41.—(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 and portion of canal authorised to be abandoned by this Act and of the highway thereon.

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

in the road authority who shall become and continue to be liable for the maintenance of the bridge and the highway thereon and all obligations upon the Company in respect thereof shall cease. A.D. 1931.
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(3) The Company may at any time remove any such bridge and substitute a solid embankment therefor and alter the level of the highway (but not so as to increase the gradient thereof) and may carry out such other works as may be necessary or desirable in connection therewith and in the event of the Company carrying out such works and restoring the surface of the highway to the reasonable satisfaction of the road authority the embankment and works and the site thereof and the highway thereon shall on the expiration of three years after the completion of the before-mentioned works by virtue of this Act be vested in the road authority and thereupon all obligations upon the Company in respect thereof shall cease.

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

42. 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 under the powers of this Act. Application
of certain
sections of
Acts of
1923 1924
and 1929.

43. The Company may apply to all or any of the purposes of this Act to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts or any scheme under the Railways Act 1921 or other enactment relating to the Company made applicable to any special purpose or which being so made applicable are not required for the special purpose. Power to
apply funds
to purposes
of Act.

A.D. 1931.

Provisions
as to
general
Railway
Acts.

44. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Costs of
Act.

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

The SCHEDULES referred to in the
foregoing Act.

A.D. 1931.

FIRST SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY
BE REQUIRED TO BE TAKEN BY THE COMPANY.

Area.	No. on deposited plans.	Description of Property.
Bridge and Lands at Trowbridge.		
Parish and urban district of Trowbridge.	2	Garden.
	3	Garden.
	9	Yard.
Lands at Salford.		
Parish and city and county borough of Salford.	3	Garden.
	4	Garden.
	5	Garden and green-house.
	6	Yard cattle-sheds midden and garage.

A.D. 1931.

SECOND SCHEDULE.

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

PART I.

Section of Great Western Railway Act 1914 in which lands described.	Description of Lands.	District in which lands situate.
56	<p>Lands adjoining both sides of the Bristol and Exeter railway and extending from Cullompton Station to a point near Tiverton Junction Station.</p> <p>Lands adjoining the north-western side of the Tiverton branch railway near Tiverton Junction Station.</p> <p>Lands adjoining the southern side of the South Devon railway and the western side of Laira Loop.</p> <p>Lands adjoining the northern side of the South Devon railway and extending in an easterly direction from the bridge over Old Laira Road.</p> <p>Lands adjoining the northern side of the South Devon railway near Lipson Vale Halt.</p> <p>Lands adjoining the southern side of the South Devon railway near Lipson Vale Halt.</p>	<p>Parishes of Cullompton Willand and Halberton in the rural district of Tiverton in the county of Devon.</p> <p>Parish of Willand in the rural district of Tiverton in the county of Devon.</p> <p>Parish and county borough of Plymouth in the county of Devon.</p>

A.D. 1931.

Section of Great Western Railway Act 1914 in which lands described.	Description of Lands.	District in which lands situate.
56	Lands adjoining both sides of the Company's Stourbridge extension railway and alteration and diversion of footpath.	Parishes of Upper Swinford and Stourbridge in the urban district of Stourbridge and parish of Lye in the urban district of Lye and Wollescote in the county of Worcester.

PART II.

Section of Great Western Railway Act 1914 in which works described.	Description of Works.	District in which lands situate.
5	Deviation and Widening No. 1.	Parish and urban district of Risca in the county of Monmouth.
39	<p>Lengthening of bridge over the Bristol and Exeter railway 97 chains north of Cullompton Station.</p> <p>Lengthening of bridge over the Bristol and Exeter railway north of the last-mentioned bridge and alteration and diversion of road.</p> <p>Lengthening of bridge over the Bristol and Exeter railway south-west of Tiverton Junction Station.</p> <p>Widening of bridge under the Bristol and Exeter railway and the Culm Valley Branch Railway at Tiverton Junction Station.</p> <p>Stopping up of road leading from Deanhill Farm to Willand and construction of new road.</p>	Parish of Willand in the rural district of Tiverton in the county of Devon.

A.D. 1931.

Section of Great Western Railway Act 1914 in which works described.	Description of Works.	District in which lands situate.
39	<p>Lengthening of bridge over the Stourbridge extension railway.</p> <p>Widening of (a) bridge at the eastern end of Lipson Vale Halt and (b) bridge carrying the South Devon railway over Old Laira Road.</p>	<p>Parishes of Upper Swinford and Stourbridge in the urban district of Stourbridge in the county of Worcester.</p> <p>Parish and county borough of Plymouth in the county of Devon.</p>

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