



ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. cxxx.

An Act for conferring further Powers on the *Bristol and Exeter* Railway Company with reference to their own Undertaking and the Undertakings of other Companies; and for other Purposes. [15th July 1867.]

WHEREAS the *Bristol and Exeter* Railway Company (in this Act called the Company) are authorized by the *Cheddar Valley and Yatton* Railway Act, 1864, (in this Act called the *Cheddar* Act of 1864,) and by the *Bristol and Exeter* (Additional Powers) Act, 1865, (in this Act called the Additional Powers Act of 1865,) to make and maintain the *Cheddar Valley and Yatton* Railway (in this Act called the *Cheddar* Railway), and such Railway is in course of Construction: And whereas it is expedient that the Company be authorized to make the Deviation herein-after described in the Line and Levels of the *Cheddar* Railway, and to purchase and acquire for the Purposes of that Railway certain additional Lands in the Parishes of *Cheddar* and *Axbridge* in the said County: And whereas it is also expedient that the Company be authorized to make the Railway herein-after described in the Parish of *Puriton*, and

[Local.] 22 L to

27 & 28 Vict. c. clxxxi.
28 & 29 Vict. c. xcvi.

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24 & 25 Vict.
c. ccxliii.
26 & 27 Vict.
c. lx.

to purchase and acquire certain additional Lands in the Parishes of *Puriton* and *Chilton Trinity*, in the County of *Somerset*: And whereas the Company have under the Powers of the *Chard and Taunton Railway Act, 1861*, and of the *Bristol and Exeter Railway Act, 1863*, (in this Act called the Act of 1863,) constructed a Railway called the *Chard and Taunton Railway*: And whereas the *Chard Railway Company*, in this Act called the *Chard Company*, are the Owners of the *Chard Canal* constructed under the Powers of the following Acts (Local), namely, of the Fourth Year of King *William the Fourth*, Chapter Fifty-three, of the Third and Fourth Years of Her present Majesty, Chapter One, and of the Fourth Year of Her present Majesty, Chapter Ten, and the *Chard Company* are by the *Chard Canal and Railway Act, 1846*, the *Chard Railway Act, 1847*, and the *Chard Railway Act, 1853*, authorized to convert that Canal into a Railway, and such Six several Acts are in this Act referred to as the "*Chard Acts*:" And whereas such Conversion has not been carried out, and the Time limited for executing the Works for that Purpose has expired, and the Construction of the *Chard and Taunton Railway* by the Company has rendered such Conversion unnecessary: And whereas the Revenue derived from the Canal has proved insufficient to pay the Interest due to the First Mortgagees, and no Dividend has at any Time been paid to the Shareholders in the Capital of the *Chard Company*, and the Traffic upon the Canal has still further decreased since the opening of the *Chard and Taunton Railway*: And whereas in the Construction of the *Chard and Taunton Railway* by the Company they found it necessary to take and use Portions of the Lands belonging to the *Chard Company*, and the Purchase Money agreed to be paid for those Lands was the Sum of One thousand nine hundred and fifty-seven Pounds: And whereas it has been agreed between the Companies that the Company should purchase and acquire the whole Interest of the *Chard Company* in the said Canal, and the Lands and Works belonging to the *Chard Company*, and the Terms and Conditions ultimately agreed to between the Company and the First Mortgagees and Second Mortgagees and the Shareholders of the *Chard Company* are as follows:

That the First Mortgagees should receive the Purchase Money of One thousand nine hundred and fifty-seven Pounds, and should transfer to the Company all their Interest in their Mortgage Debt of Twenty thousand Pounds and the Interest due and accruing due thereon in consideration of Five thousand Pounds; That the Second Mortgagees should transfer all their Interest in the Second Mortgage Debt of Twenty-six thousand Pounds and the Interest due and accruing due thereon for the Sum of One thousand nine hundred and fifty Pounds:

That

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That all the Shares and Interest of the Shareholders in the *Chard* Company should be transferred to the Company in consideration of the Payment of One Shilling *per* Share (the Number of Shares being taken at not more than Five thousand six hundred and eighty), and that the Debts and Liabilities other than Mortgage Debts of the *Chard* Railway Company, including Compensation and Allowances to Officers and Servants, should not exceed One thousand and sixty-six Pounds, making an aggregate Sum (inclusive of the said Sum of One thousand nine hundred and fifty-seven Pounds) of Ten thousand two hundred and fifty-seven Pounds, subject to any Deduction for unclaimed Shares :

And whereas it is expedient that the Completion of the Purchase should be authorized on the Terms and Conditions before mentioned : And whereas it is expedient that such Provision as is in this Act expressed should be made with reference to the said Canal, and the Lands and Property of the *Chard* Company, and the Discontinuance of all or any Part of the Canal as a Navigation : And whereas it is expedient that the crossing by the *Chard and Taunton* Railway of a Road in the Parish of *Ashill* on the Level thereof should be authorized : And whereas it is expedient that the Company be authorized to raise further Sums of Money, and that further Powers be granted to the Company : And whereas Plans and Sections of the Deviation, new Railway, level Crossings, and Works before mentioned describing the Lands required for the Purposes thereof, and Plans describing certain additional Lands which the Company are authorized to purchase and take for the Purposes of their Undertaking under the Powers of this Act, with Books of Reference to the Plans, have been deposited with the Clerk of the Peace for the County of *Somerset*, and are in this Act referred to as the deposited Plans, Sections, and Book of Reference : And whereas the Objects 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 Queen'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 as "The *Bristol and Exeter* Railway Act, 1867." Short Title.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I. of "The Railways Clauses Act, 1863," shall respectively be incorporated with and form Part of this Act. 8 & 9 Vict. cc. 18, & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

3. The

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Certain Provisions of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

3. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,"

With respect to the Distribution of the Capital of the Company into Shares ;

With respect to the Transfer or Transmission of Shares ;

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls ;

With respect to the Forfeiture of Shares for Nonpayment of Calls ;

With respect to the Remedies of Creditors of the Company against the Shareholders ;

With respect to the borrowing of Money by the Company on Mortgage or Bond ;

With respect to the Conversion of the borrowed Money into Capital ;

With respect to the Consolidation of the Shares into Stock ;

With respect to the making of Dividends ;

With respect to the Remedy of the Creditors of the Company against the Shareholders ;

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested ;

And Part I. and Part II. of "The Companies Clauses Act, 1863," shall, so far as the same are not inconsistent with or varied or otherwise provided for by the Provisions of this Act, be incorporated with and form Part of this Act.

Same Meanings to Words in incorporated Acts as in this Act.

4. The several Words and Expressions to which Meanings are assigned by any Act wholly or partially incorporated with this Act have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Meanings.

Power to make Railways according to deposited Plans.

5. Subject to the Provisions of this Act, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the Deviation or substituted Line of Railway and the Railway herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected with those Railways respectively, and may enter upon, take, and use such of the Lands delineated on the said deposited Plans, and described in the deposited Books of Reference, as may be required for the Purposes of those Railways respectively, and the Company may also enter upon, take, and use such of the Lands herein-after referred to as the additional Lands delineated on the deposited Plans, and described in the Books of Reference thereto, as they require for the Purposes of their Undertaking.

6. The

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6. The Deviation and new Railway herein referred to and authorized by this Act to be made by the Company are,—

Describing
Railways
and Devia-
tions.

A Deviation, One Mile Six Chains or thereabouts in Length, in the Line and Levels of the *Cheddar* Railway commencing in the Parish of *Cheddar* in the County of *Somerset* by a Junction with the authorized Line of such Railway, and terminating by a Junction with the said authorized Line of such Railway in the said Parish of *Cheddar*;

A Railway, Four Furlongs Seven Chains or thereabouts in Length, wholly in the Parish of *Puriton* in the County of *Somerset*, commencing by a Junction with the *Bristol and Exeter* Railway in the *Puriton* Cutting in the said Parish of *Puriton*, and terminating at or near the Northern Bank of the River *Parret*.

7. The additional Lands which the Company may purchase and take under the Powers of this Act are the Lands in the Parishes of *Cheddar*, *Axbridge*, *Puriton*, and *Chilton Trinity*, in the County of *Somerset*, delineated on the deposited Plans and described in the Books of Reference thereto.

Describing
the addi-
tional Lands.

8. The Company may, with the Consent of Three Fifths of the Votes of the Shareholders voting in person or by proxy at any General Meeting of the Company convened with Notice of the Purpose, raise by the Creation of new Shares or Stock in their Undertaking, and in addition to any Sums of Money they may by any other Acts be authorized to raise, any Sums of Money not exceeding the Sum of Thirty thousand Pounds, and such Money may, at the Option of the Company, be raised by new Ordinary Shares or Stock, or by new Preference Shares or Stock, as the Company may from Time to Time think fit; but no Certificate shall be issued or Transfer registered of any Stock until the Stock in respect of which the Certificate is issued or Transfer made is fully paid up.

Additional
Share Capital
may be
raised.

9. Such new Shares or Stock may be of one and the same Class or of different Classes, and shall (subject to the Provisions of this Act) be issued and disposed of or distributed in such Manner and upon such Terms in all respects, and subject to such Provisions and Restrictions, and with such Rights, and such Shares may be of such nominal Amount, as any General Meeting of the Company shall from Time to Time direct or authorize, and the same shall be considered as Part of the general Capital of the Company.

Terms of
Issue of the
additional
Share
Capital.

10. Subject to the Provisions of this Act and to the Terms of Issue of any new Shares or Stock to be created hereunder, no Holders of any Preference Shares or Preference Stock created or issued under the Powers of this Act shall in respect of such Shares or Stock be entitled to any Vote as a Holder of Shares or Stock in the Company.

New Share-
holders not
to vote in
respect of
Preference
Shares.

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Restriction
as to Issue of
Shares or
Stock.

11. It shall not be lawful for the Company to issue any Share or Stock created under the Authority of this Act, nor shall any such Share or Stock vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share or Stock is paid up in respect thereof.

Calls.

12. One Fifth Part of the nominal Amount of a Share shall be the greatest Amount of any One Call which the Directors may make on the Holders of Shares created in respect of the Money by this Act authorized to be raised, and Three Months at least shall be the Interval between any successive Calls.

Power to
borrow on
Mortgage.

13. The Company may from Time to Time raise by borrowing on Mortgage any Sums not exceeding in the whole Ten thousand Pounds, in addition to the Sum which they are now or may be authorized to borrow under any existing Act or under any Act passed or to be passed in the present Session, but no Part of such Sum of Ten thousand Pounds shall be borrowed until the whole of the Sum of Thirty thousand Pounds by this Act authorized to be raised by Shares or Stock shall have been subscribed for, issued, and accepted, and One Half thereof shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share, or *Twenty per Centum* upon each holding of the Stock, has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns; and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may
be enforced
by Appoint-
ment of a
Receiver.

14. The Provisions of the Acts relating to the Company authorizing the Appointment of a Receiver for enforcing the Payment of Arrears of Interest or Principal, or Principal and Interest, on any Mortgages, shall be and are hereby repealed, and in lieu of such Provisions the Mortgages of the Company under any Act or Acts relating to the Company may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgages by whom the Application for a Receiver is made shall not be less than Five thousand Pounds in the whole.

15. All

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15. All existing Mortgages and Bonds granted by the Company shall have Priority over all Mortgages to be granted by the Company under this Act.

Existing Mortgages to have Priority.

16. The additional Share, Stock, and Loan Capital by this Act authorized to be raised shall be applied to the Works and Purposes authorized by this Act, and, subject thereto, to the general Purposes of the Company.

Application of additional Capital.

17. The Powers for the compulsory Purchase of Lands given by this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Powers for compulsory Purchases limited.

18. Subject to the Provisions contained in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," in reference to the crossing of Roads on the Level, the Company may carry or maintain the Railways herein-after mentioned with a single Line of Railway only whilst the Railway shall consist of a single Line, and afterwards with a double Line of Railway only, across and on the Level of the Roads next herein-after mentioned; (that is to say,)

Power to cross certain Roads on the Level.

Description of Railway.	Number on deposited Plans.	Parish.	Description of Road.
Chard and Taunton Railway.	41	Ashill - - -	Parish Road.
Extension to Dunball -	18	Puriton - - -	Turnpike Road.

19. Before the Company apply to the Board of Trade for their Consent to dig out any Part of the Foreshore of the River *Parrett*, or execute any Work therein below High-water Mark of ordinary Spring Tides, the Company shall give to the *Bridgewater* Corporation at least Fourteen Days Notice in Writing in that Behalf, accompanied by Copies of the Plans and other Documents submitted to the Board of Trade, by delivering the same to the Town Clerk, in order that the *Bridgewater* Corporation may, if they think it requisite, submit their Objections (if any) to the Board of Trade; and, save as expressly enacted, nothing in this Act contained shall prejudice, alter, or take away any Jurisdiction, Powers, or Authorities of the *Bridgewater* Corporation, or of their Officers and Servants.

Notice of certain Works to Corporation of *Bridgewater*.

Saving Powers of the *Bridgewater* Corporation.

20. And whereas by the Twenty-eighth Section of "The *Bristol and Exeter* Railway Act, 1866," the Bridge by which the Railway Number 2 by that Act authorized is to be carried over the River

Certain Bridge may be made a rolling Bridge

Parrett

The Bristol and Exeter Railway Act, 1867.

instead of a
Swivel
Bridge.

Parrett is required to be a Swivel Bridge, and it is enacted that the Bridge shall be so constructed that when open the moveable Portion of it shall point up the River: And whereas it may be found expedient to make the said Bridge a rolling Bridge and not a Swivel Bridge, and it is expedient to authorize such Mode of Construction as may be found preferable or expedient: Therefore the Company may, if they think fit, instead of making the said Bridge as a Swivel Bridge with the moving Portion thereof when open pointing up the River, make the said Bridge as a rolling Bridge moving backwards and forwards, but only on the Eastern Side of the said River and in a Line with the Railway, and all the Provisions of the said Act relating to the Bridge as regards its Height, Span, Time of opening, and otherwise (except its Construction as a Swivel Bridge), and also as regards the Interference with the Footpaths and Towing-paths on each Side of the River, shall extend and apply to the rolling Bridge.

Company
not to in-
terfere with
King's Sedg-
moor Drain.

21. The Company shall not under the Powers of this Act execute any Work or do any Act by which the free Flow of the Water from the Drain called *King's Sedgmoor* Drain shall be obstructed or interfered with, nor shall the Company interfere with the Slopes of the Banks of the said Drain, nor with the Clyze called *Dunball Clyze*, nor with the Bridge over the same, except with the Consent in Writing of the Commissioners of Sewers of the District of *King's Sedgmoor* under their Common Seal; and if the Company under the Powers of this Act require the Cottage and Garden adjoining the said Clyze belonging to said Commissioners, the Company shall, if required by those Commissioners, provide in lieu thereof and convey to the Commissioners at such a Position within the Company's Limits of Deviation adjoining to but on the other Side of the Drain as the said Commissioners shall require, a Cottage and Garden as large, good, and convenient in all respects and of at least equal Value as the Cottage and Garden taken by the Company; and in case any Injury shall be done to the said Clyze or to the Apron thereof by any Ship, Vessel, Barge, or Boat that shall enter the Outfall of the said Drain for the Purpose of discharging Cargo at the Company's Wharves, the Company shall pay all Damages incurred by such Injury, and all Costs of and incidental to the Reparation of the same; and if any Dispute arise between the Company and the Commissioners in reference to any Matter contained in this Provision, the same shall be settled by an Arbitrator to be appointed by the Board of Trade on the Application of those Commissioners or of the Company: Provided always, that the Company shall have and may exercise the same Rights and Remedies of recovering from the Master or Owner of any such Ship, Vessel, Barge, or Boat causing the Injury the Damages and Costs aforesaid as the Commissioners had or could have exercised against such Master or Owner.

22. The

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22. The Company shall abandon so much of the *Cheddar* Railway as is authorized by the *Cheddar* Act of 1864 to be made between the Commencement and Termination of the Deviation by this Act authorized.

Abandonment of Portion of authorized Line of *Cheddar* Company.

23. The Abandonment, under the Authority of this Act, of such Portion of the *Cheddar* Railway shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act or the *Cheddar* Act of 1864.

Compensation for any Damage to Land by Entry, &c. for Purposes of Portion of Railway abandoned.

24. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Lands for the Purposes of or in relation to such Portion of the *Cheddar* Railway as is authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Compensation to be made in respect of Portion of Railway abandoned.

25. If the Deviation shall not be completed within the Period limited by the *Cheddar* Act of 1864 for the Completion of the *Cheddar* Railway, or if the Railway authorized by this Act to be made shall not be completed within Three Years from the passing of this Act, then on the Expiration of such respective Periods the Powers by this Act granted to the Company for making and completing the Deviation and Railway respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof respectively as shall then be completed.

Period for Completion of Works.

[Local.]

22 N

26. If

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Penalty for
Non-comple-
tion of Rail-
way.

26. If the Company fail within the Period by this Act limited to complete the Railway authorized to be made by this Act, the Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the said Railway is completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it appears by a Certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the said Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Deviation to
be Part of
Cheddar
Railway.

27. The Deviation shall, for the Purposes of Tolls, Rates, and Charges, and all other Purposes, except the Period for the Exercise by the Company of the Powers for the compulsory Purchase of Lands, be deemed Part of the *Cheddar* Railway as if authorized by the *Cheddar* Act of 1864.

Same Tolls
as on Bristol
and Exeter
Railway.

28. The Company may demand and take upon, for, and in respect of the Railway by this Act authorized to be made in the Parish of *Puriton* the like Tolls, Rates, and Charges as they are for the Time being authorized to take by "The *Bristol and Exeter* Railway Act, 1863," and in the same Manner, and with, under, and subject to the same Powers and Provisions in all respects, as if the said Railway formed Part of the Railways of the Company on the passing of the said Act of 1863, and that Railway shall for all Purposes be deemed Part of the Undertaking of the Company.

Power for
Chard Com-
pany to sell
Canal, &c.
to the Bristol
and Exeter
Railway
Company.

29. The *Chard* Company shall and may sell and transfer to the Company, and the Company shall and may purchase, the Canal called the *Chard* Canal, and the Reservoirs, Aqueducts, Towing-paths, Houses, and other Buildings, Wharfs, Works, Lands, Powers, Authorities, Easements, and Privileges belonging to or vested in the *Chard* Company, and all other Property whatsoever, whether real, personal, or mixed, of the same Company, on the Terms and Conditions herein-before mentioned.

Mode of Pay-
ment of Pur-
chase Money.

30. When and so soon as the First and Second Mortgage Debts shall have been discharged, or the Right and Interest of the Mortgagees therein shall have been transferred to or in trust for the Company, the *Chard* Company shall, by Deed under their Common Seal duly stamped for denoting the Payment of the proper Stamp Duty by Law payable in respect of such Purchase and the Conveyance thereunder, convey to the Company, free from all Mortgage and other Debts, the said Canal, Works, Buildings, Lands, Rights, Powers, Privileges, and other Property whatsoever which may be or have been

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been contracted to be sold and purchased as aforesaid, subject to such Liabilities (if any) to which the same shall have been so purchased, and also subject to the Terms upon which the same shall be so sold; and from and after the Completion of such Purchase the said Canal and other Premises shall be vested in and thenceforth form Part of the Undertaking of the Company, free from any of the Mortgage, Bond, or other Debts of the *Chard* Company; and it shall be lawful for the Company to pay the Purchase Money, and the Costs and Expenses incidental to such Purchase, out of the Funds of the Company, or out of Money authorized to be raised by virtue of this Act.

31. Two Parts of such Deed of Transfer shall be executed, and One Part shall be retained by the *Chard* Company, and the other Part shall be delivered to the Company on such Completion of the said Purchase.

Two Parts
to Deed of
Transfer.

32. All Monies which at the Time of the Transfer shall be in the Hands of the Bankers or other Agents of the *Chard* Company on behalf of the same Company, or shall otherwise be in their Possession, and all Debts, Rates, Tolls, Rents, and Duties which shall be due to the same Company, shall, subject to any subsisting or future Agreement in relation thereto between the said Companies, belong to and be Part of the Assets of the *Chard* Company.

Chard Com-
pany to
receive all
Monies due
to them at
the Time of
Conveyance.

33. From and after the Transfer all the Powers, Rights, Privileges, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Rules, Matters, Duties, and Liabilities in the *Chard* Acts or any other Act or Acts of Parliament respectively contained, and which have not expired or been repealed or are not otherwise provided for in this Act, shall with reference to the Canal and other Premises to be so vested in the Company, and the Tolls, Rates, Duties, and Charges upon or in respect thereof or otherwise arising therefrom, and with reference to such Works, Matters, and Things as have been or might have been made, done, or claimed under the same Acts respectively by the *Chard* Company in relation to the Undertaking of that Company if this Act had not been passed or the Transfer made (save only so far as the same or any of them are inconsistent with the Provisions and Purposes of this Act, or are hereby specifically repealed or altered or are authorized to be abandoned or discontinued, and subject to the Provisions herein contained), be from and after the Transfer respectively exercised, enjoyed, performed, and observed by and be applied and applicable to the Company, their Directors, Officers, Agents, and Servants, in every respect, and as fully and effectually to all Intents, as if the Name of or a Reference to or comprehending the Company had in every Case been inserted in the same

Powers, &c.
of the *Chard*
Company ex-
tended to the
Company.

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same Acts respectively instead of the Name of or a Reference to or comprehending the *Chard* Company.

Conveyances,
&c. made in
favour of the
Chard Com-
pany to
enure for the
Benefit of or
against the
Company.

34. From and after the Transfer all Contracts and Conveyances made or entered into before the Transfer to, with, or in favour of, or by or on behalf of, the *Chard* Company, shall from and after the Transfer be and remain as valid and effectual in favour of or against and with reference to the Company as if the Company had been originally authorized to make, enter into, or accept the same respectively, and had accordingly been a Party to and executed the same, or had been respectively named or referred to therein instead of the *Chard* Company.

Actions, &c.
not to abate.

35. No Action, Suit, or Proceeding whatsoever commenced either by or against the *Chard* Company previously to the Time when the Canal and Premises shall become vested in the Company in respect of the said Canal and Premises, or any Part thereof, shall abate or be discontinued or prejudicially affected by virtue or in consequence of the Provisions of this Act, but, on the contrary, the same shall continue and take effect as well in favour of as against the Company in the same Manner in all respects as the same would have continued and taken effect in favour of or against the *Chard* Company if this Act had not been passed; and all Penalties by reason of any Offence against the Provisions of the *Chard* Acts, or any of them, previously to the Transfer, may be sued for, and all Offences which may have been committed before such Transfer against the Provisions of the said last-mentioned Acts, or either of them, may be prosecuted, in such or the like Manner to all Intents and Purposes as the same might have been sued for and prosecuted respectively if this Act had not been passed: Provided always, that the *Chard* Company shall indemnify and save harmless the Company from all Damages, Costs, Charges, and Expenses in relation to any such Action, Suit, or Proceeding.

Present and
future Rights
and Liabili-
ties under
other Acts
saved.

36. Provided always, That, except as in this Act otherwise provided, everything before any such Transfer done and suffered respectively shall be as valid and effectual as if this Act had not been passed and such Transfer had not been made, and such Transfer and this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Transfer had not been made and this Act had not been passed, would be incident to and consequent on any and every thing so done and suffered respectively, and with respect to all such Rights so done and suffered respectively; and all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents and Purposes represent the *Chard* Company: Provided also, that the Generality of this Enactment

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Enactment shall not be confined or restricted by any other of the Clauses and Provisions of this Act:

37. Any Debts of the *Chard* Company which are not discharged or provided for under the Provisions of this Act shall be paid by the Company, and the *Chard* Company shall indemnify and save harmless the Company from all such Debts as ought to be discharged by the *Chard* Company, and the Amount thereof may be set off and retained from Time to Time by the Company against any Monies payable by the Company to the *Chard* Company under the Provisions of this Act.

As to Debts of *Chard* Company.

38. A Receipt in Writing under the Hands of any Three of the Committee of Management for the Time being of the *Chard* Company (herein-after called the Committee), or under the Common Seal of the *Chard* Company, for any Monies payable to that Company in respect of any such Transfer, shall be an effectual Discharge to the Company for the Money therein expressed to be received, and from all Liability, Claims, or Demands in respect thereto, and the Company shall not be bound to see to the Application thereof, or be answerable for any Loss or Misapplication.

Receipt to be sufficient Discharge.

39. The several Persons whose Names appear in the Books of the *Chard* Company as the Holders of Shares therein at the Time of such Transfer shall, until the Committee receive Notice to the contrary, be considered to be the Persons entitled to participate in the Distribution of the Monies to be divided among the Shareholders in that Company upon the Transfer of that Undertaking under this Act, and their Receipts shall be good Discharges to the *Chard* Company or the Committee for their respective Shares and Proportions of the Assets of the *Chard* Company on such Distribution.

Proof of Proprietorship of Company.

40. The Directors of the Company and the Committee may enter into any Contracts or Agreements for effecting all or any of the Purposes of this Act, or any Objects incidental to the Execution thereof, and every such Contract or Agreement may contain such Covenants, Clauses, Powers, Provisions, and Conditions as are mutually agreed upon between the Parties thereto, and shall be binding upon the Company and the *Chard* Company.

Power to enter into Contracts.

41. The Monies which may be payable by the Company to the *Chard* Company as the Consideration for the Purchase of the Canal and Premises, and all other, if any, the Funds of the *Chard* Company, shall be from Time to Time applied by the Committee in paying the Compositions in respect of the First and Second Mortgage Debts, or so much thereof as may not have been previously discharged by the

As to the Distribution of the Funds of the *Chard* Company.

The Bristol and Exeter Railway Act, 1867.

Company, and then according to the due Order of Administration of the Assets and Funds of the Company in or towards Payment of the Debts and Liabilities of the *Chard* Company or any Composition thereupon, except any Liabilities subject to which the Sale to the Company shall have been made, and such Payments shall be made in the same Order and Course of Priority as between any different Classes of Creditors in which their respective Debts would have affected the Canal and Works of the *Chard* Company if this Act had not been passed, and, subject to such Payments, the Monies arising from the Sale and Transfer of the Canal shall be distributed after the Rate of One Shilling *per* Share amongst the Shareholders of the *Chard* Company.

As to Compensation to Officers.

42. The Committee may out of the Funds of the *Chard* Company allow and pay such Compensation to the Clerks, Officers, and Servants of that Company for the Loss of their Employments respectively, and in respect of their Services rendered to that Company, as may be sanctioned by the Committee and the Directors of the Company.

Executors, &c. empowered to give Receipts.

43. It shall be lawful for all Committees of the Estates of Idiots or Lunatics, and for all Executors, Administrators, and Guardians, in whose respective Names any Mortgages, Bonds, or Shares in the Capital of the *Chard* Company are or shall be standing, to give effectual Receipts for the Money which may under the Provisions of this Act be paid to them, and such Receipt shall be a sufficient Discharge to the *Chard* Company, and shall release them and the Committee and Officers thereof from all Obligation in respect of the Money for or in respect of which such Receipt shall be given.

Payments by *Chard* Company into Court.

44. If and whenever the Committee are for Twelve Months after the Period for Distribution of their net Monies amongst the Shareholders of the *Chard* Company unable after diligent Inquiry to ascertain the Person to whom any Part thereof ought to be paid, or any Part thereof is payable to a Person who cannot give an effectual Discharge for the same, the Committee shall pay the same into the Court of Chancery under any Act from Time to Time in force for the Relief of Trustees, and every such Payment shall effectually discharge the *Chard* Company from all further Liability with respect to the net Monies so paid, and for the Purposes of this Act shall be deemed Payment thereof to a Person absolutely entitled thereto, and any Person afterwards showing to the Court that he is entitled thereto may obtain Payment of the same out of Court accordingly at the Expense of the Applicant.

Indemnity to the Committee.

45. The respective Members for the Time being of the Committee, or any of them, shall not be charged with any more Monies than they respectively

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respectively shall actually receive by virtue of this Act, and no One or more of them shall be answerable or accountable for the other or others of them, or his or their Acts or Defaults, and they respectively shall not be answerable for any accidental or involuntary Loss, or for any Loss, Damage, or increased Expense consequent upon any Exercise of the discretionary Powers hereby given to the Committee: Provided always, that the Committee may require the Shareholders to execute a Release from all Claims or Demands in respect of their Shares in the Assets of the *Chard* Company at the Time of the Payment and Distribution of those Assets amongst the Shareholders.

46. After the Transfer, and after all the Monies due and to become due to the *Chard* Company shall have been recovered and received by the Committee for the Time being, or shall have been released, extinguished, or finally abandoned, and all Mortgage and other Debts and Liabilities affecting the Canal, and agreed to be discharged or provided for by the *Chard* Company, and the several Acts, Deeds, Matters, and Things by this Act required to be done and performed by the *Chard* Company, or by or under the Superintendence of the Committee, shall have been respectively done and performed, the *Chard* Company shall be dissolved.

After Sale,
&c. of Canal
Chard Com-
pany to be
dissolved.

47. The Company may at any Time or Times after the Transfer of the Canal and Premises discontinue for the Purposes of public Navigation the Canal or any Part or Parts of the Canal which they from Time to Time think it expedient so to discontinue, and may continue as a Navigation any other Part or Parts thereof, and the Company may appropriate and use the Wharves, Yards, Lands, and Hereditaments being the Property of the *Chard* Company (other than the Site of the Canal and of the Towing-paths and its Embankments) at the Time of the Transfer for the Purposes of Stations, Yards, Wharves, Warehouses, Sidings, Roads, and Approaches, and any other Works and Purposes of the Undertaking of the Company, and such Discontinuance shall be made under and be subject to the Provisions of this Act.

Power to
discontinue
Canal as
Navigation.

48. After the whole or any Part of the Canal shall have been so discontinued as a Navigation the actual Site of the Canal and of the Towing-paths thereof and of its Embankments shall vest in and become the Property of the adjoining Owners without any Payment to the Company for the same, and the Company may appropriate and use, sell, and dispose of all other Lands and Property of the *Chard* Company for their own Use and Benefit, and the Company may also remove, sell, and dispose of the Materials of the Locks, Lock-gates, and Inclined Planes and other Works not being Bridges, Arches, Culverts, and Works for the Accommodation of adjoining Lands, and all

Company to
sell Lands,
&c.

The Bristol and Exeter Railway Act, 1867.

all Monies arising from any such Sale shall belong to the Company, and be applied by them to the general Purposes of their Undertaking.

As to Resale
of Land to
adjoining
Landowners.

49. Before the Company dispose of any Part of the Lands connected with the Canal, and which they are by this Act authorized to sell, they shall offer to sell the same to the Persons and in the Order and in manner provided by "The Lands Clauses Consolidation Act, 1845," with respect to the Sale of superfluous Lands.

Sale of
Reservoir.

50. Inasmuch as the Right Honourable *William Henry Earl Poulett* is the Owner of the Lands or the greater Part of the Lands adjoining the Main Reservoir belonging to the *Chard* Railway Company in the Parish of *Chard*, being the Lands from which the Land occupied by the said Reservoir was originally severed, and the Company have agreed to sell the same Reservoir and the Site thereof to the said Earl, therefore within Six Months after the passing of this Act the Company shall sell and dispose of the said Reservoir and the Site thereof, and the Right, Title, and Interest of the Company in and to the same Premises, to the said Earl, and shall convey the same to the said Earl, or as he may direct.

Certain Pro-
visions of
8 & 9 Vict.
c. 18. as to
Resale of
Lands on dis-
used Canal
to Owners
of adjoining
Property in-
corporated.

51. The following Sections of "The Lands Clauses Consolidation Act, 1845," shall extend and apply to the Sale of any Part of the Land upon which any Part of the Canal discontinued as a Navigation or any Reservoir has been made; (that is to say,)

Section 129. Right of Pre-emption to be claimed within Six Weeks after the Offer of Sale:

Section 130. Differences as to Price to be settled by Arbitration:

Section 131. Lands to be conveyed to the Purchasers:

Section 132. Effect of the Word "grant" in Conveyances.

Compensa-
tion to be
made in re-
spect of
Roads
crossed by
disused
Canal.

52. The Company shall make Compensation to the Trustees, Boards of Highways, or Surveyors having the Charge of all public or Turnpike Roads which are crossed by any Part of the Canal discontinued as a Navigation for all Losses sustained or likely to be sustained by such Board, Surveyors, or Trustees in consequence of the Cesser under this Act of any Liability of the Company as representing the *Chard* Company to maintain the Bridges or other Means of crossing by which such Roads are carried over, under, or across any Part of the Canal to be discontinued as a Navigation, and the Amount of Compensation to be paid by the Company in every such Case shall be such as may be or may have been agreed upon (in the Case of Parish Roads) between the Company and the Board of Highways of the District if there be such a Board, or if there be no such Board then between the Company and the Ratepayers of the Parish in which the Road is situate in Vestry assembled, or between the Company and a
Majority

The Bristol and Exeter Railway Act, 1867.

Majority of a Meeting of the Trustees of the Road (in case of Turnpike Roads), or as, in case of Difference, shall be settled by Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to Settlement of Disputes by Arbitration; and the Amount of Compensation agreed or awarded to be paid by the Company in every such Case may be recovered from the Company by the Parties entitled thereto in any Court of competent Jurisdiction, and on Payment of such Compensation the Company shall in every Case be for ever freed and discharged from all Liabilities in respect of the Bridge or Roads for or with reference to which such Compensation may have been paid: Provided always, that the Company may, if they think fit, by Agreement with the Board, Surveyors, or Trustees, or, failing Agreement, with the Consent of Two Justices of the Peace, pull down any Bridge carrying any Turnpike Road or Highway over the Canal, and may restore the Road to its former Level, and may sell and dispose of the Materials of such Bridge, the Company putting the Road substituted for the Bridge into an efficient State, and making Provision for the Passage of Traffic during the Progress of the Works.

53. A Receipt under the Hand of the Clerk of the Board of Highways, or, as the Case may be, of One of the Surveyors of Highways of the Parish in which the Portion of the Road for which Compensation is paid is situate, for the Payment of Compensation in respect of any Parish Road or Roads, or under the Hand of the Treasurer to the Trustees of that Portion of the Turnpike Road for which Compensation is paid for the Payment of Compensation in respect of any Turnpike Road, shall be sufficient Evidence of the Payments of Compensation to which the Receipts refer, and every such Receipt shall specify the Road in respect of which the Compensation is paid.

Receipts for
Compensation.

54. Every Sum paid by the Company under the Provisions of this Act to such Trustees as aforesaid shall be applied by them, so far as the same will extend, in paying off Monies due and owing on the Credit of the Tolls upon the Roads of which they are Trustees, and every Sum paid by the Company to such Board of Highways or Surveyors as aforesaid shall be applied or invested in such Manner as the Justices in Quarter Sessions having Jurisdiction where such Road is situate shall order, and, if invested, the Dividends or Income arising therefrom shall be applied in Maintenance of the Road in respect whereof the Money was paid.

Application
for Compensation to
Trustees or
Surveyors.

55. The Company shall, when the Discontinuance of the Canal or any Part thereof takes effect, put into reasonable Repair all existing Bridges, Culverts, Arches, and other Works for the Accommodation

As to Repair
of certain
Accommodation
Works,

[Local.]

22 P

and

The Bristol and Exeter Railway Act, 1867.

and Occupation of Lands, and any Difference between the Company and any Landowner as to the Repair of such Bridges and Culverts shall be settled by Two Justices of the Peace.

Order for Appointment of Receiver of Canal Company to be discharged.

56. Upon the Completion of the Purchase the Company shall be entitled to recover for their own Use and Benefit the Tolls and Revenues of the Canal, and the Court of Chancery may thereupon discharge the Order of the Court appointing a Receiver of the Tolls of the Canal, and all the Powers of such Receiver shall cease and determine.

Interest or Dividends on Calls not to be paid out of Capital.

57. The Company shall not, out of any Money by this Act or any Act relating to the Company authorized to be raised by Calls in respect of Shares or Stock, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be created: Provided always, that the Company may pay to any such Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of Company's Capital.

58. The Company shall not, out of any Money by any Act relating to the Company authorized to be raised for the Purposes of such Act or Acts, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any Railway, or to execute any other Work or Undertaking.

Railways not exempt from Provisions of present and future General Acts.

59. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act or the said recited Acts authorized from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or hereafter passed in the present or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Tolls for small Parcels authorized by this or the recited Acts.

Saving Rights of the Duchy of Cornwall.

60. Nothing contained in this Act or in any Act or Acts incorporated herewith or herein mentioned or referred to shall extend to authorize the Company to take, use, enter upon, or interfere with any Land, Soil, or Water, or any Rights in respect thereof, belonging to Her Majesty, Her Heirs or Successors, in right of the Duchy of Cornwall,

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Cornwall, without the Consent in Writing of some Two or more of such of the regular Officers of the said Duchy, or of such other Persons as may be duly authorized under the Provisions of "The Duchy of *Cornwall* Management Act, 1863," Section Thirty-nine, to exercise all or any of the Rights, Powers, Privileges, and Authorities by the said Act made exerciseable or otherwise for the Time being exerciseable in relation to the said Duchy, or belonging to the Duke of *Cornwall* for the Time being without the Consent of such Duke testified in Writing under the Seal of the Duchy of *Cornwall* first had and obtained for that Purpose, or to take away, diminish, alter, prejudice, or affect any Property, Rights, Profits, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

61. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Portion of the Shore or Bed of the Sea, or of any River, Channel, Creek, Bay, or Estuary, or any Right in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, without the previous Consent in Writing of the Board of Trade on behalf of Her Majesty (which Consent the Board of Trade may give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving
Rights of
the Crown.

62. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, and preparatory or incidental thereto, shall be paid by the Company.

Expenses of
Act.

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1870
The first of the year was a very dry one
and the crops were much injured by
the drought.

The second of the year was a very
wet one and the crops were much
injured by the rain.

The third of the year was a very
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