



CHAP. xi.

An Act for transferring to the Great Western and the Midland Railway Companies the powers of the Bristol Port Railway and Pier Company with reference to a portion of their Clifton Extension, for authorising the construction of new junctions and the abandonment of authorised junctions near Bristol, for conferring powers of user of portions of the undertakings of the three Companies; and for other purposes. A.D. 1871.

[25th May 1871.]

WHEREAS by the Bristol Port Railway and Pier (Clifton Extension) Act, 1867, (in this Act called "The Clifton Extension Act, 1867,") the Bristol Port Railway and Pier Company (in this Act called "the Bristol Company") were empowered to construct two railways, therein referred to as railway No. 1 and railway No. 2, the former commencing in the parish of Westbury-on-Trym in the county of Gloucester by a junction with the existing railway of the Bristol Company, and terminating in the parish of St. Philip and Jacob in the city and county of Bristol by a junction with the Bristol and South Wales Union Railway (now belonging to the Great Western Railway Company, in this Act called the Great Western Company), and the other wholly situate in the parish of Saint George in the county of Gloucester, commencing by a junction with the said Bristol and South Wales Union Railway, and terminating by a junction with the Bristol and Birmingham line of the Midland Railway Company (in this Act called "the Midland Company"); and by the same Act the Bristol Company on the one hand and the Great Western Company and the Midland Company on the other hand were empowered to enter into agreements in reference to the working over and maintenance by those Companies of the railways by that Act authorised, and also in reference to the working over by those Companies of a portion of the existing railway of the Bristol Company :

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And whereas it is expedient and has been agreed between the Bristol Company, the Great Western Company, and the Midland Company, that the construction of railway No. 1 authorised by the Clifton Extension Act, 1867, except the junction thereof with the Bristol and South Wales Union Railway (which by this Act is authorised to be abandoned), should be undertaken by the Great Western Company and the Midland Company in connexion with their respective undertakings, and that the powers of the Bristol Company conferred by the Clifton Extension Act, 1867, should (so far as necessary for that purpose) be transferred to and exercised by the Great Western Company and the Midland Company jointly, and that railway Number 2 authorised by the Clifton Extension Act, 1867, should be abandoned, and that in lieu thereof, and for the purpose of better accommodating the traffic of their respective railways, the Great Western Company and the Midland Company should be empowered to construct the junction lines near Bristol by this Act authorised:

And whereas plans and sections showing the lines and levels of the railways by this Act authorised, and the lands required for the purposes thereof, and books of reference to such plans, have been deposited with the clerk of the peace for the city and county of Bristol and with the clerk of the peace for the county of Gloucester respectively, and those plans, sections, and books of reference are in this Act referred to as the deposited plans, the deposited sections, and the deposited books of reference respectively:

And whereas it is expedient that provision should be made for the alteration and adaptation by the Great Western Company to a mixed or narrow gauge railway of portions of their Bristol and South Wales Union Railway, and also that running powers should be conferred on the Great Western Company and the Midland Company over a portion of the Bristol Company's railway, and also that running powers should be conferred on each of them the Great Western Company and the Midland Company over portions of the undertaking of the other of them:

And whereas it is expedient that the Great Western Company and the Midland Company respectively should be empowered to appoint a joint committee for the purposes of the portion of railway by this Act transferred to them, and that such further powers should be granted to them as are herein-after mentioned:

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

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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: A.D. 1871.

1. This Act may be cited for all purposes as *The Great Western and Midland Railway Companies (Clifton and Bristol) Act, 1871.* Short title.

2. The following Acts and parts of Acts are, except where expressly varied by this Act, incorporated with and form part of this Act; (that is to say,) Provisions of general Acts herein named incorporated.

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869 :

The Railways Clauses Consolidation Act, 1845 :

Part I. (relating to the construction of a railway) of the Railways Clauses Act, 1863 :

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (namely,)

The transfer and transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

The forfeiture of shares for nonpayment of calls ;

The consolidation of shares into stock ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The conversion of borrowed money into capital ;

The provision to be made for affording access to the special Act ; and

Part II. (relating to additional capital) of the Companies Clauses Act, 1863.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction : Interpretation of terms.

The expression "the Great Western Company" means the Great Western Railway Company :

The expression "the Midland Company" means the Midland Railway Company :

The expression "the two Companies" means the Great Western Company and the Midland Company :

The expression "the Bristol Company" means the Bristol Port Railway and Pier Company :

The expression "the Clifton Extension Railway" means the railway first described in and authorised by the Bristol Port

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Railway and Pier (Clifton Extension) Act, 1867, (except the junction thereof with the Bristol and South Wales Union Railway,) and the works and conveniences connected therewith: The expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Clifton Extension Railway transferred to Great Western and Midland Railway Companies.

4. On and after the passing of this Act the Clifton Extension Railway, and all the rights, powers, and authorities of the Bristol Company incident to or affecting the same, conferred by the Clifton Extension Act, 1867 (except as by this Act otherwise provided), shall be transferred to and shall become vested in the two Companies jointly, and shall and may be held, enjoyed, used, exercised, and executed by them in the same manner and to the same extent as they respectively were or could or might, if this Act had not been passed, have been held, enjoyed, used, exercised, or executed by the Bristol Company.

Clifton Extension Act applied to the two Companies.

5. All clauses, provisions, and enactments contained in the Clifton Extension Act, 1867, relating to or affecting the Clifton Extension Railway, which were in force immediately before the passing of this Act, and which are not hereby expressly varied or repealed, shall remain applicable to the same railway; and all rights and powers vested in the Bristol Company in relation to that railway and works shall be exercised and enjoyed by the two Companies, and all matters relating to that railway to be done, continued, or completed, or which, but for the passing of this Act, would, might, or ought to be done, continued, or completed by the Bristol Company, its directors, officers, or servants, under or by virtue of the Clifton Extension Act, 1867, shall be matters to be done, continued, or completed by the two Companies, their directors, officers, or servants, and that Act shall be read as if the names of the Great Western Railway Company and the Midland Railway Company had been used therein instead of the name of the Bristol Port Railway and Pier Company.

Unexecuted works of Clifton Extension Railway to be executed by the two Companies.

6. All works which under the provisions of the Clifton Extension Act, 1867, the Bristol Company is authorised or required to execute and complete for the purposes of the Clifton Extension Railway, and which have not been executed and completed at the passing of this Act, may or shall (as the case may be), subject to the provisions of this Act, be executed or completed by the two Companies, and

those Companies shall for that purpose, but subject to the provisions of this Act, have and be subject to all the powers, rights, and conditions, whether with regard to the purchase or taking of land, or the execution of works or otherwise, which but for this Act might have been exercised or performed by or would have been binding upon the Bristol Company.

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7. In all cases in which the Bristol Company under the powers or provisions of the Clifton Extension Act, 1867, have entered into any contract for the purchase of, or have taken or used for the purposes of, the Clifton Extension Railway any land which at the passing of this Act shall not have been effectually conveyed to that Company, or the purchase money in respect of which shall not have been duly paid by that Company, then and in every such case such contract, if in force at the time of the passing of this Act, shall thereafter be completed by and such land shall be conveyed to the two Companies, or as they shall direct; and such purchase money shall be paid and applied pursuant to the Clifton Extension Act, 1867, and all the clauses, provisions, powers, and authorities contained in such Act in relation to the completion of such contract, and the purchase and conveyance of lands, and the payment and application of the purchase money in respect thereof, shall be construed and taken as if the Great Western Railway Company and the Midland Railway Company were named in such Act and contract or agreement instead of the Bristol Port Railway and Pier Company.

So of contracts for land, &c.

8. Notwithstanding the transfer of the Clifton Extension Railway, and except only as by this Act is otherwise expressly provided, everything before the commencement of this Act done, suffered, and confirmed respectively by the Bristol Company or the two Companies in respect of the Clifton Extension Railway shall be as valid and effectual as if this Act had not been passed; and such transfer and this Act respectively shall accordingly be subject and without prejudice to everything so done, suffered, and confirmed respectively, and to all rights, liabilities, claims, and demands, both present and future, which, if such transfer had not happened and this Act had not been passed, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively; and as to all such rights, liabilities, claims, and demands in respect of the Clifton Extension Railway the two Companies shall to all intents and purposes represent the Bristol Company: Provided always, that the generality of this provision shall not be restricted by any other of the clauses and provisions of this Act.

General saving of rights.

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For repay-
ment to the
Bristol Com-
pany of ex-
penses in-
curred in
relation to
the Clifton
Extension
Railway.

9. The Great Western Company and the Midland Company shall within two months after the receipt from the Bristol Company of an account in writing, verified by the signature of the chairman and secretary of that Company, of the reasonable outlay and expenses of every kind incurred by the Bristol Company in obtaining and passing the Clifton Extension Act, 1867, and for or in respect of the purchase of land for the construction of the Clifton Extension Railway, and for or in respect of any works on that railway which they may have constructed, stating the items of such expenditure, repay or allow in account to the Bristol Company the amount of such outlay and expenses, the same to be contributed by the two Companies in equal moieties; and in default of payment by either Company of its moiety of such amount the same may be recovered from such Company in any court of competent jurisdiction. If any difference shall arise between the Bristol Company and the two Companies, or either of them, with reference to the payments to be made by the two Companies, or either of them, the same shall be settled by arbitration in manner provided by the Railway Companies Arbitration Act, 1859.

Repeal of
part of
Clifton Ex-
tension Act
of 1867.

10. Sections 6 to 33, both inclusive, of the Clifton Extension Act, 1867, relating to the raising of capital and the borrowing of money by the Bristol Company (except so far as those sections, or any of them, relate to the two sums of seven thousand pounds each mentioned in sections 8 and 9 of that Act, and to the two sums of two thousand three hundred pounds each mentioned in section 21), and sections 46 to 48, both inclusive, and section 53 of the same Act, relating to running powers and other matters connected therewith, are hereby repealed.

Saving
rights of
Bristol and
Exeter Rail-
way Com-
pany.

11. Notwithstanding the transfer to the Great Western Company and the Midland Company by this Act of the powers of the Bristol Company in relation to the Clifton Extension Railway, and the substitution of the Great Western junction for the authorised junction of the Clifton Extension Railway with the Bristol and South Wales Union Railway, the Bristol and Exeter Railway Company in respect of the Clifton Extension Railway, the Great Western Junction, the portion of the Bristol and South Wales Union Railway which will intervene between the Great Western junction and the Bristol and Exeter Railway, and the Bristol Company's existing undertaking, shall have and may exercise and enforce as against the Great Western Company, the Midland Company, and the Bristol Company, or any or either of them, the same rights, powers, and privileges as, if this Act had not passed,

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they might have exercised and enforced against the Bristol Company under section 54 of the Clifton Extension Act, 1867. A.D. 1871.

12. Section 43 of the Clifton Extension Act, 1867, is hereby repealed, and in lieu thereof be it enacted, that if the two Companies fail within the period limited by the Clifton Extension Act, 1867, to complete the Clifton Extension Railway, they shall be jointly liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until that railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of that railway, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act 17 & 18 Vict. c. 31., known as the Railway and Canal Traffic Act, 1854; and 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 the said third section of the Act 17 & 18 Vict. c. 31. to an account to be opened in the name and with the privity of the Accountant-General of the Court of Chancery in England in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the two Companies were prevented from completing or opening the said railway by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Imposing penalty unless Clifton Extension Railway opened.

13. 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 may have been interfered with, or otherwise rendered less valuable, by the commencement, construction, or abandonment of the Clifton Extension Railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Bristol Company by the Clifton Extension Act, 1867, for the purposes of that railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way

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After vesting, certain provisions of scheduled agreement to be void.

14. After the vesting of the Clifton Extension Railway in the Great Western Company and the Midland Company the several articles and provisions contained in the agreement set forth in the schedule to this Act for the benefit of the Bristol Company, so far as respects their rights as owners of the Clifton Extension Railway, and in the working thereof and in the receipts therefrom, shall be and become void and of no effect.

Power to Great Western Company to make junction.

15. Subject to the provisions of this Act, the Great Western Company may make and maintain in the line and according to the levels shown on the deposited plans and sections relating thereto the railway herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for that purpose. The railway herein-before referred to and authorised by this Act is,—

The Great Western junction (three furlongs and four chains or thereabouts in length), commencing in the district of the united parishes of Saint James and Saint Paul in the city and county of Bristol by a junction with the authorised line of the Clifton Extension Railway north of the Orphan Asylum near Hook's Mills and terminating in the out parish of Saint Philip and Jacob in the said city and county by a junction with the Bristol and South Wales Union Railway near the post on that railway indicating two miles and a quarter from the Great Western Railway station at Bristol:

And that railway shall for all purposes, including the demanding and recovering of tolls, rates, and charges, be deemed to be part of the undertaking of the Great Western Company, and the tolls, rates, and charges to be demanded and recovered upon or in respect thereof, and the traffic thereon, shall not exceed the tolls, rates, and charges prescribed by the Great Western Railway (Amendment and Extensions) Act, 1847.

Lands for extraordinary purposes.

16. The quantity of land to be taken by the Great Western Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed two acres.

17. The powers of the Great Western Company for the compulsory purchase of lands for the purposes of the Great Western junction shall not be exercised after the expiration of three years from the passing of this Act.

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Powers for compulsory purchases by Great Western Company limited. Gauge of Great Western junction.

18. The Great Western Company may construct the Great Western junction on the broad or mixed gauge, and they shall so construct such junction as to admit of the passage thereon of engines and carriages on the narrow gauge.

Gauge of Great Western junction.

19. If the Great Western Company fail within the period limited by this Act to complete the Great Western junction, they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until that railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost thereof, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the 3rd section of the Act 17 & 18 Vict. c. 31., known as the Railway and Canal Traffic Act, 1854, and 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 the said 3rd section of the Act 17 & 18 Vict. c. 31., to an account to be opened in the name and with the privity of the Accountant-General of the Court of Chancery in England in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Great Western Company was prevented from completing or opening the Great Western junction by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Imposing penalty on Great Western Company unless junction opened.

20. 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 may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the Great Western junction, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Great Western Company of taking property for the purposes of the Great Western junction, and for which injury or loss no compensation or inadequate

Providing for application of penalty in compensation to parties injured by non-completion of Great Western junction.

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Period for completion of Great Western junction.

21. If the Great Western junction shall not be completed within five years from the passing of this Act, then on the expiration of such period the powers granted to the Great Western Company for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Span of a certain bridge.

22. The Great Western Company may make the arch of the bridge for carrying the Great Western junction over the road next herein-after mentioned of any span not less than the span herein-after mentioned; (that is to say,)

| No. on deposited plan. | Parish. | Description of road. | Span. |
|------------------------|-------------------------------------|-----------------------|----------|
| 5 | Out parish of St. Philip and Jacob. | Public carriageroad - | 20 feet. |

Powers to Midland Company to make junctions.

23. Subject to the provisions of this Act, the Midland Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for that purpose. The railways herein-before referred to and authorised by this Act are,—

The Midland first junction (one mile five furlongs and three chains or thereabouts in length), commencing in the district of the united parishes of Saint James and Saint Paul in the city and county of Bristol by a junction with the authorised line of the Bristol Company's Extension Railway north of the Orphan Asylum near Hook's Mills, and terminating in the

parish of Saint George in the county of Gloucester by a junction with the Bristol and Gloucester line of the Midland Company south-west of the Fishponds station on that railway:

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The Midland second junction (one furlong and six chains or thereabouts in length), to be wholly situate in the parish of Saint George in the county of Gloucester, commencing by a junction with the Bristol and South Wales Union Railway north of the bridge carrying the Bristol and Gloucester line of the Midland Company over the Bristol and South Wales Union Railway, and terminating by a junction with the before-mentioned line of the Midland Company south of the same bridge:

And the said railways and works shall for the purposes of tolls and charges, and for all other purposes whatsoever, be part of the undertaking of the Midland Company, as if the same had been part of the Midland Railway vested in that Company by the Act (Local and Personal) 7 & 8 Vict. c. 18., entitled An Act to consolidate the North Midland, Midland Counties, and Birmingham and Derby Junction Railways, and had formed part of the line of the Midland Railway at the time of the passing of the Act (Local and Personal) 9 & 10 Vict. c. 326., entitled An Act to consolidate the Bristol and Gloucester and Birmingham and Gloucester Railway Companies with the Midland Railway Company.

24. The Midland Company shall, unless they take the whole of the land numbered on the deposited plans 38, in the parish of Stapleton, compensate the owner thereof for any diminution which may be occasioned in the value of the same, or the part not taken, in consequence of the construction by the Midland Company of their proposed embankment on the adjoining land, and such compensation shall, in case of difference, be settled by arbitration in manner provided by "The Lands Clauses Consolidation Act, 1845," for the settlement of questions of disputed compensation.

For protection of owner of land at Stapleton.

25. The quantity of land to be taken by the Midland Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed two acres.

Land for extraordinary purposes.

26. The powers of the Midland Company for the compulsory purchase of lands for the purposes of the Midland first junction and the Midland second junction respectively shall not be exercised after the expiration of three years from the passing of this Act.

Period for compulsory purchases by Midland Company limited.

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Imposing
penalty
unless Mid-
land junc-
tions opened.

27. If the Midland Company fail within the period limited by this Act to complete the Midland first junction and the Midland second junction, or either of them, they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until those railways are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the said railways, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act 17th & 18th Vict. cap. 31., known as the Railway and Canal Traffic Act, 1854, and 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 the said third section of the Act 17th & 18th Vict. cap. 31., to an account to be opened in the name and with the privity of the Accountant-General of the Court of Chancery in England in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Midland Company was prevented from completing or opening the said railways by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing
for applica-
tion of pe-
nalty in com-
pensation to
parties in-
jured by
non-com-
pletion of
Midland
junctions.

28. 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 may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the Midland first junction and the Midland second junction, or either of them, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Midland Company of taking property in respect of those railways, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have 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

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as may not be required as aforesaid, shall be paid to the Midland Company. A.D. 1871.

29. If the Midland first junction and the Midland second junction respectively shall not be completed within five years from the passing of this Act, then on the expiration of such period the powers by this Act granted to the Midland Company for making and completing those railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed. Period for completion of Midland junctions.

30. In altering for the purposes of this Act the road next hereinafter mentioned the Midland Company may make the same of any inclination not steeper than the inclination hereinafter mentioned. (that is to say,) Inclination of a certain road.

| No. on deposited plan. | Parish. | Description of road. | Intended inclination. |
|------------------------|---------------------|-----------------------|-----------------------|
| 26 | St. George, Bristol | Public carriageroad - | 1 in 18 on one side. |

31. If in the execution of the works and powers by this Act authorised, or any or either of them, either the Great Western Company or the Midland Company shall have occasion to alter the level, direction, or situation of any dock, tramway, quay, street, road, or bridge, so as to render necessary or desirable the removal or alteration of the position or level of any mains or pipes of the Bristol United Gaslight Company or the Bristol Waterworks Company, the Great Western Company or the Midland Company (as the case may be) shall give fourteen days notice to the said Gaslight Company or the said Waterworks Company, as the case may be, and the said Gaslight Company or the said Waterworks Company shall forthwith make such removal or alteration as may be so rendered necessary or desirable as aforesaid, and do all works incident thereto; and all expenses to be thereby incurred shall be defrayed by the Great Western Company or the Midland Company (as the case may be): Provided always, that this clause shall not in any way diminish or prejudice the rights and privileges of the said Gaslight Company or the said Waterworks Company. Pipes of Bristol Gas and Water Companies not to be removed or injured.

32. Nothing in this Act contained shall interfere with the exercise by the Bristol United Gaslight Company or the Bristol Waterworks Company of the powers and privileges conferred upon them respectively by any Act or Acts of Parliament relating to them respectively of laying down and maintaining, and, as occasion may require, of repairing or altering any pipes in and under any of the For protection of the Bristol United Gaslight Company and the Bristol Waterworks Company.

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A.D. 1871. public streets or thoroughfares upon which any works may under the authority of this Act be executed: Provided always, that the said Gaslight Company and the said Waterworks Company shall, with all reasonable despatch, and to the reasonable satisfaction of the Great Western Company or the Midland Company (as the case may be), and in the manner directed by such Company, enter upon and make such repairs and alterations; and the said Gaslight Company or Waterworks Company shall, in the execution thereof, in no case interfere with or in anywise impede the working and use of any railway of the Great Western Company or the Midland Company (as the case may be), or any works relating thereto respectively.

For protection of certain roads.

33. The following provisions shall apply to both Companies and to both the railways authorised; that is to say,

The bridges for carrying the road called Ashley Hill Road (being No. 2 in the parish of St. James and St. Paul on the deposited plans) over the railways hereby authorised shall have a clear width of not less than thirty-five feet between the parapets thereof:

The railways shall be carried over Treefield Road (being No. 5 in the out parish of St. Philip and St. Jacob on the deposited plans) by a girder bridge of not less than thirty feet in width between the abutments thereof, and of a clear height of not less than sixteen feet.

For protection of Clifton Down.

34. The provisions contained in the first, second, third, and fourth paragraphs of the forty-second section of "The Clifton Extension Act, 1867," shall extend to Clifton Down as well as to Durdham Down as though they were one undivided down, and Clifton Down were in the said Act included in the term "Durdham Down."

Abandonment of railway and portion of railway authorised by Clifton Extension Act.

35. The construction of the railway secondly described in and authorised by the Clifton Extension Act, 1867, and of so much of the railway first described in and authorised by that Act as lies between the point of junction therewith of the Great Western junction by this Act authorised and the authorised termination of that railway, shall be abandoned, and all the provisions of the Clifton Extension Act, 1867, in reference thereto shall cease to be operative.

Compensation for damage to land by entry &c. for pur-

36. The abandonment under the authority of this Act of the railway and portion of railway herein-before mentioned 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

[34 VICT.] *The Great Western and Midland Railway [Ch. xi.] Companies (Clifton and Bristol) Act, 1871.*

behalf of the Lands Clauses Consolidation Act, 1845, for any damage occasioned by the entry of the Bristol 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 Bristol Company to receive compensation from the Great Western Company and the Midland Company, 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 Clifton Extension Act, 1867, in relation to that railway and portion of railway respectively.

A.D. 1871.

poses of
railway
abandoned.

37. Where before the passing of this Act any contract has been entered into or notice given by the Bristol Company for the purchasing of any land for the purposes of or in relation to the railway and portion of railway authorised to be abandoned by this Act, and which shall not be required for the purposes of any of the works by this Act authorised, full compensation shall be made by the Great Western Company and the Midland 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.

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

38. The Great Western Company shall, within three months after the receipt of notice in writing from the Midland Company requesting them so to do, alter and adapt to a mixed or narrow gauge railway that portion of their Bristol and South Wales Union Railway which will lie between the junctions therewith respectively of the Great Western junction and the Midland second junction; and the Great Western Company may from time to time alter and adapt to a mixed or narrow gauge railway such other part or parts of their Bristol and South Wales Union Railway as they think desirable.

Provision for
adaptation of
portions of
South Wales
Union
Railway to
mixed or
narrow
gauge.

39. The Great Western Company and the Midland Company jointly and severally may pass over and use with their engines and carriages, and for traffic of every description, and with their clerks, officers, and servants, the portion of railway next herein-after

Power to
Great
Western
and Midland
Companies to
use portions

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of Bristol
Company's
Railway.

described, together with the stations, watering places, water, booking offices, warehouses, wharves, sidings, works, and conveniences connected therewith; that is to say,

So much of the Bristol Company's railway as lies to the north-west of the Sneyd Park junction.

Terms and
conditions of
user by the
two Com-
panies.

40. The terms and conditions to which the Great Western Company and the Midland Company shall be subject in respect of the use of the before-mentioned portion of the Bristol Company's railway shall be those specified in or prescribed by article 45 of the articles of agreement between the Bristol Company, the Great Western Company, and the Midland Company, which are set forth in the schedule to this Act.

Tolls on
traffic con-
veyed partly
on Bristol
Company's
railway and
partly on the
railways of
the Great
Western and
Midland
Railway
Companies.

41. During the exercise by the Great Western Company and the Midland Company of the running powers by this Act conferred upon them in respect of the before-mentioned portion of the Bristol Company's railway, that portion of railway and the railways of the Great Western Company and the Midland Company, or either of them, shall, for the purpose of determining the amount of tolls and charges to be taken and demanded by the two Companies in respect of traffic conveyed partly on the one railway and partly on the other railway for a less distance than six miles, be considered as one railway, and in respect of such traffic, tolls and charges may only be charged as for six miles; and in respect of passengers, for every mile or fraction of a mile beyond six miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond six miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the one railway and partly on the other railway.

Regulations
to be ob-
served as to
running
powers over
portion of
Bristol Com-
pany's
railway.

42. The Great Western Company and the Midland Company respectively in using or traversing the said portion of the Bristol Company's railway, in accordance with the provisions herein-before contained, shall at all times observe the regulations and byelaws for the time being in force on the portion of railway so used or traversed, so far as such regulations and byelaws shall be applicable to the two Companies.

Power to
Great
Western
Company to
use Midland
first junction.

43. The Great Western Company shall have the like powers, rights, and facilities on or over the Midland first junction as they now have on or over the railway of the Midland Company between Gloucester and Bristol, or any part thereof, and on the like terms and conditions in every respect.

44. During the exercise by the Great Western Company of the powers by this Act conferred upon them in respect of the Midland first junction railway, that railway and the railways of the Great Western Company shall for the purposes of tolls and charges be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the one railway and partly on the other railway for a less distance than six miles, tolls and charges may only be charged as for six miles; and in respect of passengers, for every mile or fraction of a mile beyond six miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond six miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the one railway and partly on the other railway.

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Tolls on traffic conveyed partly on one railway and partly on the other railway.

45. The Great Western Company in using or traversing the Midland first junction, in accordance with the provisions hereinbefore contained, shall at all times observe the regulations and byelaws for the time being in force on that railway, so far as such regulations and byelaws shall be applicable to the Great Western Company.

Byelaws to be observed by Great Western Company.

46. The Midland Company shall have the like powers, rights, and facilities on or over the Great Western junction and so much of the Bristol and South Wales Union Railway as will lie between the respective junctions therewith of the Great Western junction and the Midland second junction as the Great Western Company now have on or over the railway of the Midland Company between Gloucester and Bristol, or any part thereof, and on the like terms and conditions in every respect.

Powers to Midland Company to use portions of railways of Great Western Company.

47. During the exercise by the Midland Company of the powers conferred upon them by the last preceding enactment, the railway and portion of railway in respect of which those powers are for the time being exercised, and the railways of the Midland Company, shall for the purposes of tolls and charges be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the one railway and partly on the other railway for a less distance than six miles, tolls and charges may only be charged as for six miles; and in respect of passengers, for every mile or fraction of a mile beyond six miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond six miles, tolls and charges as for a quarter of a mile only; and no other short-

Tolls on traffic conveyed partly on railways of the Great Western Company and partly on railways of the Midland Company.

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Companies (Clifton and Bristol) Act, 1871.*

A.D. 1871. distance charge shall be made for the conveyance of passengers, animals, or goods partly on the one railway and partly on the other railway.

Byelaws to be observed by Midland Company.

48. The Midland Company in using or traversing the before-mentioned railway and portion of railway of the Great Western Company, in accordance with the provisions of this Act, shall at all times observe the regulations and byelaws for the time being in force on that railway and portion of railway, so far as such regulations and byelaws shall be applicable to the Midland Company.

Joint committee to be nominated for construction, management, &c. of Clifton Extension Railway.

49. Within three months after the passing of this Act the Great Western Company shall, in writing under the hand of their chairman and secretary, nominate three persons, and the Midland Company shall in like manner nominate three persons, and the six persons so nominated, and their successors, shall form a committee for the construction, maintenance, and management of the Clifton Extension Railway, to be called the Clifton Extension Railway Joint Committee, and the same committee is herein-after called "the joint committee."

On failure by either of the Companies to nominate, the nominees of the other Company may act.

50. In the event of default by either the Great Western Company or the Midland Company to nominate within three months after the passing of this Act members of the joint committee, the persons nominated by the other Company, or any two of those persons, may, after fourteen days notice to the Company in default, lawfully exercise the powers hereby vested in the joint committee until the Company failing to nominate shall have made such nomination.

As to vacancies in joint committee.

51. The Great Western Company and the Midland Company may respectively from time to time at their pleasure remove by writing under the hand of their respective chairman and secretary all or any of the members of the joint committee nominated by them respectively, and may in like manner fill up vacancies occurring in the joint committee by removal; death, or resignation, and any informality in the nomination of a member of the joint committee shall not invalidate any acts done by the joint committee previously to the discovery of such informality, and the omission of either Company to supply vacancies in the joint committee shall not invalidate the acts of the committee.

Meetings of joint committee.

52. The joint committee shall hold its meetings at such place as it shall from time to time determine, and three shall be a quorum; provided that each Company shall be represented by at least one member. Unless at any time or from time to time otherwise unanimously agreed at any such meeting, the chairman of successive

meetings shall be alternately selected from the members representing the Great Western Company and the Midland Company respectively. The first business transacted at every meeting of the joint committee shall be the election of a chairman to preside at such meeting. The proceedings of each meeting shall be determined by a majority of the persons present, the chairman having only one vote and not a casting vote. But if any question shall arise in the joint committee whereon all the members present representing one Company differ from all the members present representing the other Company, or if there shall be an equality of votes upon any question entertained by the joint committee, the question shall be reconsidered at their next meeting. If upon such reconsideration there is an equality of votes, then the question shall, if required, be referred to the boards of directors of the Companies respectively. If the said boards shall not, within thirty days after the matter in difference shall have been referred to them, agree thereupon, then the matter in difference shall be referred to the standing arbitrator to be appointed as herein-after provided. Every resolution of a meeting of the joint committee, when there are fewer than four members thereof present, shall be reconsidered at their next meeting.

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53. Within one month after the appointment of the joint committee the Great Western Company and the Midland Company shall, by writing under their respective common seals, appoint a standing arbitrator, and in case they fail to do so a standing arbitrator shall, within three months after the appointment of the joint committee, on the application of either of the two Companies, be appointed by the Board of Trade by writing under the hand of their secretary.

Appoint-
ment of
standing
arbitrator.

The remuneration of the standing arbitrator shall be fixed by the two Companies, or, as the case may be, by the Board of Trade by whom he is appointed, and shall be paid by the joint committee out of the common fund.

Any standing arbitrator may be removed from his office by the two Companies concurrently by writing under their respective common seals, or by the Board of Trade by writing under the hand of their secretary, on the representation of either of the two Companies.

If any standing arbitrator dies or resigns, or is removed from office, the two Companies shall in manner aforesaid within one month after notice of such death or resignation, or after such removal, appoint another standing arbitrator in his place, and in default a standing arbitrator shall be appointed by the Board of Trade in manner aforesaid.

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The standing arbitrator shall have all the powers and authorities of a single arbitrator appointed by agreement between companies under the provisions of "The Railway Companies Arbitration Act, 1859."

Powers of joint committee.

54. The joint committee shall have and may exercise in the names of the Great Western Company and the Midland Company all the powers of the two Companies in relation to the Clifton Extension Railway with reference respectively to the entering into contracts with landowners and others, the purchase of lands, and the construction, completion, and maintenance of the Clifton Extension Railway, but so as not to prejudice or interfere with any contract made previously to the passing of this Act by the Bristol Company for any or either of those purposes, and also all the powers of the two Companies with reference to the management and regulation of the Clifton Extension Railway, the making, altering, varying, repealing, and enforcing of byelaws, and the demanding and receiving of tolls, and may from time to time fix the amount of the tolls to be demanded and received in respect of the use of the Clifton Extension Railway, not exceeding the tolls authorised by the Clifton Extension Act, 1867: Provided always, that in fixing the tolls for the traffic referred to in articles 32 and 33 of the agreement set forth in the schedule to this Act the joint committee shall have regard to such articles.

Officers of joint committee.

55. The joint committee from time to time may appoint and remove a secretary and treasurer for themselves, and may appoint and remove the officers, clerks, and servants from time to time employed on and with respect to the Clifton Extension Railway, except only the officers and servants from time to time employed by the Great Western Company and the Midland Company respectively in the actual conveyance of passengers, animals, and things, or the management of carriages, locomotive engines, or other power.

As to service of notices on joint committee.

56. Any summons or notice, or any writ or other proceeding at law or in equity, requiring to be served upon the joint committee may be served by the same being given personally to or transmitted through the post directed to the secretary of the joint committee, or if there be no secretary, then by being given personally to or transmitted through the post directed to the secretary of the Great Western Company and the Midland Company respectively.

As to expense of constructing Clifton Extension Railway.

57. The expenses necessary for and attending the purchase of lands for and the construction of the Clifton Extension Railway, or otherwise in the execution of this Act in relation to that railway, shall be contributed by the Great Western Company and the Midland Company in equal proportions.

58. The joint committee from time to time may make such rateable calls of money upon the Great Western Company and the Midland Company respectively in respect of the amount to be contributed by them respectively towards the construction of the Clifton Extension Railway, and the purchase of lands for the purposes of the same, as the joint committee think fit, and may appoint the persons to whom and the times and places at which the calls shall be paid.

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Joint committee may make calls on the two Companies.

59. If at the time appointed by the joint committee for the payment of any call either the Great Western Company or the Midland Company fail to pay the amount of the call, the joint committee may in its own name sue the Company in default for the amount thereof, with such interest as herein-after mentioned, in any court of competent jurisdiction, and may recover the same and the interest thereon from the day on which the call was payable.

Recovery of calls in arrear.

60. If on or before the day appointed for payment of any call either the Great Western Company or the Midland Company do not pay the amount thereof to which they are respectively liable, then the Company in default shall pay for the same while in arrear interest at such rate not exceeding five pounds per centum per annum as the joint committee appoint; provided that not less than twenty-eight days notice of every call shall be given by the joint committee.

Interest on calls in arrear.

61. The Great Western Company and the Midland Company respectively shall have equal rights each with the other in all respects as to working over and using, and may work over and use, the Clifton Extension Railway, and the works, stations, and conveniences thereof, and no preference, priority, or other advantage shall be given to or taken by either of the two Companies over or to the exclusion or disadvantage of the other of them.

The two Companies to have equal rights in respect to railway.

62. The tolls, rates, and charges to be demanded and recovered by the Great Western Company and the Midland Company respectively in respect of the local traffic of the Clifton Extension Railway shall be from time to time fixed by the joint committee: Provided always, that in fixing the tolls for the traffic referred to in articles 32 and 33 of the agreement set forth in the schedule to this Act the joint committees shall have regard to such articles. The expression "local traffic" means and includes the traffic defined as local traffic in article 23 of the agreement in the schedule to this Act. The tolls, rates, and charges to be demanded and recovered by the Great Western Company and the Midland Company respectively in respect of the through traffic of the Clifton Extension

As to tolls to be demanded in respect of local or through traffic.

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A.D. 1871. Railway shall be from time to time fixed by each of those Companies in respect of such traffic carried by them respectively. The expression "through traffic" means and includes all traffic other than local traffic: Provided also, that nothing in this Act shall empower the Great Western Company and the Midland Company, or either of them, to demand or recover any higher tolls, rates, or charges upon or in respect of the Clifton Extension Railway than are authorised by the Clifton Extension Act, 1867.

Receipts
from traffic
to be carried
to a common
fund.

63. Each of the two Companies shall pay to the joint committee, to be carried by them to a common fund (to be called "The Clifton Extension Railway Joint Fund," and which is herein-after referred to as "the joint fund," the following sums of money; that is to say,

1. In respect of local traffic, the gross amount of their receipts after deduction therefrom of thirty-three and one third per cent. for working expenses, and also of the terminal charges arising thereon from time to time allowed by the Clearing House, and also of Government duty:
2. In respect of through traffic, the mileage proportion attributable to the Clifton Extension Railway of their gross receipts arising from such through traffic after deduction from such mileage proportion of thirty-three and one third per cent. for working expenses, and also of the terminal charges arising thereon from time to time allowed by the Clearing House, and also of paid-ons, paid-outs, proportions paid or due to other companies, and of Government duty:
3. Receipts from other companies using the Clifton Extension Railway.

Such payments shall be made monthly in accordance with the Clearing House regulations from time to time in force.

As to ex-
penses of
management.

64. The expenses necessary for and attending the management, regulation, maintenance, repair, and control of the Clifton Extension Railway, including rates and taxes and other similar outgoings, shall (subject as herein-after provided) be defrayed by the joint committee out of the joint fund, and the surplus (if any) shall from time to time be paid by the joint committee to each of them the Great Western Company and the Midland Company in equal proportions: Provided always, that if the moneys at the disposal of the joint committee shall be insufficient for the purpose of defraying the expenses in this enactment provided for each of them, the Great Western Company and the Midland Company shall from

time to time, upon demand thereof by the joint committee, pay to the joint committee in the aforesaid proportions the sum or sums of money so demanded; and the same, with interest thereon at the rate of five pounds per centum per annum, may be recovered from the Company liable to the payment thereof (if unpaid for fourteen days after demand thereof in writing) by action of debt at the suit of the joint committee, and it shall be sufficient to aver that the amount claimed has been declared by the joint committee or found by arbitration to be due from the Company sued, and the production of the minute books of the joint committee containing such declaration, or of the award on any arbitration, shall be sufficient evidence of the averment. A.D. 1871.

65. The joint committee shall cause proper books of account to be kept containing accurate statements of all receipts and expenditure in the execution of or under the authority of this Act in any way relating to the Clifton Extension Railway, and also books in which shall be entered the minutes of all proceedings at every meeting of the joint committee, and such books of account and minute books, as well as all other books, papers, writings, or accounts relating in any manner to the proceedings of the joint committee, or having reference to the said railway, shall at all reasonable times of the day be open to the inspection of the directors of the Great Western Company and the Midland Company respectively, or persons duly authorised by them, who shall also have power during such times as aforesaid to take or have made such copies thereof or extracts therefrom as they may think fit, without making any payment for the same. Books of account to be kept by joint committee.

66. All actions, suits, indictments, and other proceedings at law or in equity or otherwise in relation to the Clifton Extension Railway which might be brought and prosecuted by or against either the Great Western Company or the Midland Company, if that Company were solely authorised to execute the powers of this Act in relation to the Clifton Extension Railway, may be brought and prosecuted by or against the two Companies jointly or either of them. Actions, &c. by and against the two Companies and joint committee.

67. If any action, suit, indictment, or other proceeding at law or in equity shall be brought or prosecuted against the Great Western Company and the Midland Company jointly for any act or default committed or incurred wholly or for the greater part by one of the two Companies, the other of the two Companies shall be entitled to recover in any court of competent jurisdiction from the Company One Company entitled to recover from the other the whole or a fair proportion of

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damages where action is brought against the Companies jointly.

One Company entitled to recover from the other a fair proportion of damages where action is brought against either of the Companies separately.

Settlement of disputes by arbitration.

Decision of arbitrator to be binding.

Companies may enter into agreements.

Great Western Company

by whom such act or default shall have been so committed or incurred the whole or a fair proportion of any damages, penalties, costs, or other payments to which the two Companies jointly shall have been adjudged or become liable by reason of any such action, suit, indictment, or other proceeding at law or in equity.

68. If any action, suit, indictment, or other proceeding at law or in equity shall be brought or prosecuted against either the Great Western Company or the Midland Company separately for any act or default committed or incurred wholly or in part by the two Companies jointly, the Company against which such action, suit, indictment, or other proceeding at law or in equity shall have been brought or prosecuted shall be entitled to recover from the other Company in any court of competent jurisdiction a fair proportion of any damages, penalties, costs, or other payments to which such first-named Company shall have been adjudged or become liable by reason of any such action, suit, indictment, or other proceeding at law or in equity.

69. If any difference shall arise between the Great Western Company and the Midland Company as to the amount of the outlay and expenses incurred by either of them in and about the execution of or under the authority of this Act in relation to the Clifton Extension Railway, or if there shall arise any difference of opinion in the joint committee in reference to that railway, or on any question entertained by them connected therewith, or if any question shall arise between the two Companies as to the duties, liabilities, or obligations of either of them under this Act, and for the settlement of which no provision has been otherwise made, every such difference shall from time to time as the same may arise be referred to the determination of the standing arbitrator.

70. The decision of the arbitrator shall be binding with respect to the matters referred to him, and the arbitrator for the time being may, on the request of either the Great Western Company or the Midland Company, review any previous decision which may have been come to, but so that such revision shall have a prospective operation only, and shall not affect any matter or thing done or suffered under the decision so reviewed.

71. The Great Western Company and the Midland Company may from time to time enter into and carry into effect any contract or agreement with reference to any of the purposes of this Act.

72. The Great Western Company may from time to time apply to any of the purposes of this Act to be executed by them any

moneys from time to time raised by them, and which are not by any of the Acts relating to the Great Western Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

73. The Midland Company from time to time may for the purposes of this Act to be executed by them raise by the creation and issue of new shares such sums of money as they shall think necessary, not exceeding one hundred and fifty-three thousand pounds, exclusive of the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament, and that Company may create and issue such shares either wholly or partially as ordinary, or wholly or partially as preferential shares, as they may think fit.

74. The Midland Company shall not issue any new share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

75. Subject to the provisions of any Act already passed by which the Midland Company are authorised to raise capital by new shares, and to the provisions of this Act and any other Act passed in the present session, whether before or after the passing of this Act, by which that Company may be authorised to raise capital by new shares, that Company, if they think fit, may raise by the creation and issue of new shares of one and the same class all or any part of the aggregate capital which they are by such other Acts and this Act respectively authorised to raise by means of new shares.

76. If at the time of the creation by the Midland Company of new shares under this Act the then existing ordinary consolidated stock in that Company be at a premium, or of greater actual value (according to the market price thereof in the city of London) than the nominal value thereof, such new shares shall be of such amounts (not other than an integral number of pounds sterling per share) as will allow the same to be conveniently apportioned among the then holders of all shares or stock in that Company (other than and except shares or stock to which any guaranteed or preferential dividend of a fixed amount without further participation in the profits of the Company shall have been assigned) in proportion to the number of shares or amount of stock held by them respectively, and such new shares may be either of one class or of different classes, and the directors of the Company may from time to time (but subject to the

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may apply surplus moneys to purposes of this Act.

Power to Midland Company to raise additional money by creation of shares.

Shares not to be issued until one fifth part thereof shall have been paid up.

New shares raised under this Act and any other Acts of past or present session may be of same class.

As to amount and issue of new shares.

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A.D. 1871. provisions of this Act) fix the amounts and times of payment of the calls on the new shares created under the powers of this Act; and every holder of shares or stock in the Company at the time of such creation as aforesaid (other than and except as aforesaid) shall in such proportion as aforesaid be entitled to an allotment of the new shares according to the provisions of this Act, and no holder of any shares or stock entitled to a fixed amount of dividend without further participation in the profits of the Company shall be entitled to any apportionment of any such new shares.

Votes in respect of new shares.

77. The Midland Company may from time to time, if they think fit, attach to all or any new shares or any class of new shares created by them under the powers of this Act any total or partial permanent or temporary restrictions of the rights of voting and other qualifications of the holders thereof.

Shares of same class to have like privileges.

78. All new shares of the same class created by the Midland Company under this Act shall confer like privileges, and shall bear like dividends or interest, and be subject to like restrictions (if any).

Vesting or other disposition of new shares.

79. All new shares created by the Midland Company under this Act shall vest in and belong to such of the then shareholders as shall accept the same, and pay the first instalment thereon to the amount and at the time which shall be fixed by the directors, and specified in the letter offering the new shares.

Shares not accepted may be disposed of by Midland Company.

80. If any shareholder in the Midland Company for one month after such offer of new shares fail to accept the same, and pay the first instalment called for in respect thereof, then that Company may authorise the directors to dispose of the same in such manner as they may deem most for the advantage of that Company.

Qualifications of new shares.

81. Except as by or under the powers of this Act otherwise provided, all new shares issued by the Midland Company under the powers of this Act shall, in proportion to the aggregate amount from time to time paid up on the new shares held by the same person at the same time entitle the respective holders thereof to the same dividends and profits, and confer on them the like qualifications and the like rights of voting, as the like amount paid up on existing shares or stock of the Company (other than and except as aforesaid): Provided always, that, unless otherwise determined by the meeting sanctioning the new shares, no person shall be entitled to vote in respect of any of the new shares to which a fixed or preferential dividend or other special advantage shall be assigned.

82. This Act or anything therein contained shall not prejudice or affect any preference or priority in the payment of interest or dividend on any other shares or stock which shall have been granted by the Midland Company in pursuance of or which may have been confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting, or any dividend on any Midland Railway debenture stock.

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Saving rights of existing preference shareholders.

83. The Midland Company may from time to time borrow on mortgage any sum not exceeding in the whole fifty-one thousand pounds, in addition to the sums which they are or may be authorised to borrow by any other Act or Acts of Parliament, but no part thereof shall be borrowed until shares for the whole of the sum which the Midland Company are by this Act authorised to raise by shares shall have been issued and accepted, and one half of such sum shall have been paid up, and that Company 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 shares for all the capital which that Company are by this Act authorised to raise by shares have been issued and accepted, and that one half of such capital has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such shares were issued bonâ fide and are held by the persons to whom the same were issued or their assigns, and that such persons 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 shall be sufficient evidence thereof.

Power to Midland Company to borrow.

84. The mortgagees of the Midland 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 authorise the appointment of a receiver in respect of principal, or principal and interest, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Arrears may be enforced by appointment of a receiver.

85. All mortgages and bonds granted by the Midland Company in pursuance of the powers of any Act of Parliament passed before the passing of this Act, and which shall be subsisting at the time of the passing thereof, shall during the continuance of such mortgages and bonds have priority over any mortgages to be granted by virtue of this Act.

Existing mortgages of Midland Company to have priority.

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A.D. 1871.

Application
of moneys by
Midland
Company.

86. All moneys raised by the Midland Company under this Act, whether by shares or borrowing, shall be applied for the purposes of this Act which are to be executed by them, and to no other purpose.

Midland
Company
may apply
corporate
funds.

87. The Midland Company may from time to time apply for or towards all or any of the purposes of this Act which are to be executed by them any sums of money which they have already raised or are authorised to raise by any of their Acts, and which are not required for the purposes to which they are by those Acts made specially applicable.

Saving
scheduled
agreement.

88. Except as by this Act expressly provided, and subject to the provisions of this Act, the said agreement set forth in the schedule to this Act shall be and continue of as full force and effect as if this Act had not been passed: Provided always, that on the passing of this Act the functions of the joint committee appointed under that agreement shall, so far as the same relate to the construction of and the working of traffic over the Clifton Extension Railway and the receipts arising therefrom, absolutely cease and determine.

Interest not
to be paid
on calls paid
up.

89. Neither the Great Western Company nor the Midland Company shall, out of any money by this Act authorised to be raised by them respectively by means of calls or borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, that this Act shall not prevent either of the said Companies from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

Deposits for
future Bills
not to be
paid out of
capital.

90. Neither the Great Western Company nor the Midland Company shall, out of any money by this or any other Act relating to the respective Company authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the respective Company to construct any other railway, or to execute any other work or undertaking.

Railways not
exempt from
provisions of
present and
future gene-
ral Acts.

91. Nothing herein contained shall be deemed or construed to exempt the railways by this Act authorised to be made from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future

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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 rates for small parcels, authorised by this Act. A.D. 1871.

92. 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 Great Western Company and the Midland Company in equal proportions. Expenses of Act.

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A.D. 1871.

The SCHEDULE to which the foregoing Act refers.

ARTICLES OF AGREEMENT made the third day of August in the year of our Lord one thousand eight hundred and seventy between the Bristol Port Railway and Pier Company (herein-after called the Bristol Company) of the one part, and the Great Western Railway Company (herein-after called the Great Western Company) and the Midland Railway Company (herein-after called the Midland Company) of the other part: Whereas the Bristol Company was incorporated by the Bristol Port Railway and Pier Act, one thousand eight hundred and sixty-two, and they were authorised to make and maintain a railway, with all proper works, stations, approaches, and conveniences connected therewith, such railway commencing in the parish of Clifton in the city and county of the city of Bristol, at or near where the Hotwell Road passes the pier of the intended suspension bridge over the river Avon, and terminating in the parish of Westbury-on-Trym in the county of Gloucester, on the shore of the old channel at the mouth of the river Avon near to the New North Landing Slip opposite Dumball Island; and they were also authorised to make and maintain a pier or jetty commencing at or near the intended terminus of such railway, and extending thence into the old channel of the river Avon, with power to dredge and deepen on each side and in front of such pier or jetty, and to deepen the low-water channel between the same and the river Severn: And whereas by the Bristol Port Railway and Pier Act, 1865, the said railway and the said pier or jetty were declared to be one undivided undertaking, and the Bristol Company were authorised to make certain arrangements with respect to their mortgage debt: And whereas by the Bristol Port Railway and Pier (Clifton Extension) Act, 1867, the Bristol Company were authorised to make and maintain the following railways, with all proper stations, approaches, works, and conveniences connected therewith, viz., a railway (No. 1) three miles five furlongs and four chains or thereabouts in length, commencing in the parish of Westbury-on-Trym in the county of Gloucester by a junction with the existing railway of the Company (herein-after referred to as the Port Railway), and terminating in the parish of Saint Philip and Jacob in the city and county of Bristol by a junction with the Bristol and South Wales Union Railway; (No. 2) a railway three furlongs and five chains or thereabouts in length, wholly in the parish of Saint George in the county of Gloucester, commencing by a junction with the Bristol and South Wales Union Railway, and terminating by a junction with the Bristol and Birmingham line of the Midland Railway, which railways were to be constructed on the mixed gauge: And whereas the said Act also provided that the Bristol Company on the one hand, and the Great Western Company and the Midland Company, either jointly or separately, on the other hand, might from time to time enter into contracts or arrangements with respect to all or any

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of the matters included, and upon the basis of the terms and conditions mentioned in the heads for working and traffic arrangements set forth in the schedule to the said Act: Provided always, that neither the Great Western Company nor the Midland Company should enter into any such contract or arrangement with the Bristol Company without having given three months notice in writing to the other of them of their intention to do so: And whereas the Great Western Company are the owners of a railway which extends from Paddington to Bristol, and also of the Bristol and South Wales Union Railway, and the Midland Company are owners of a railway which extends from, among other places, Gloucester to Bristol: And whereas the convenience of the public and the interest of the Companies parties hereto would be promoted by the working by the Great Western Company and the Midland Company of the railway hereinafter called the Extension Railway of the Bristol Company in connexion with the railways of the Great Western Company and the Midland Company, and other railways in connexion therewith; and the Companies parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing: Now, therefore, these presents witness that it is hereby mutually agreed by and between the Bristol Company for themselves and their assigns of the one part, and the Great Western Company for themselves and their assigns, and the Midland Company for themselves and their assigns, of the other part, as follows; (that is to say,)

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The expression "the Extension Railway," wherever herein-after employed, means and includes the railway and works of the Bristol Company as authorised by the recited Act of 1867, and herein-before described, and the sidings, stations, works, and conveniences connected therewith, except railway No. 2, and the junction with the Bristol and South Wales Union Railway; and the expression "works and conveniences" respectively, wherever herein-after employed, include all works and conveniences for landowners and others which under Act of Parliament or contract the Bristol Company are already or hereafter may be bound to make for or in respect of the said Extension Railway. Article 1.

The word "traffic," wherever herein-after employed, means and includes all passenger, parcel, animal, goods, mineral, and other traffic whatsoever, whether local or through, and also all troops, police, and mails to be conveyed over the Extension Railway, or any part thereof. Article 2.

The expression "Bristol debenture debt," wherever herein-after employed, means and includes the amount from time to time secured and to be secured by mortgages or bonds granted by the Bristol Company under the authority of the Bristol Port Railway and Pier (Clifton Extension) Act, 1867, or pursuant to the provisions of these presents. Article 3.

The expression "Bristol paid-up capital," wherever herein employed, means and includes so much as from time to time is paid up, whether on deposit or calls, or in anticipation of calls, of the capital authorised to be raised by the Bristol Company by shares under the said Bristol Port Railway and Pier (Clifton Extension) Act, 1867, or pursuant to the provisions of these presents. Article 4.

The Bristol Company will make and complete the extension railway as herein-before defined with a double line of rails on the mixed gauge, subject to Article 5.

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A.D. 1871. any alterations or deviations of such railway as may be agreed upon between the Bristol Company, the Great Western Company, and the Midland Company, including all proper and sufficient junctions, sidings, stations, houses, station fittings and furniture, sheds, cranes, watertanks, watercranes, signals, electric telegraph and other works and conveniences; and including also all proper and sufficient dwelling-houses at level crossings, and so that each portion of the railway shall at the latest by the respective time limited by Parliament for the completion thereof (or such other time as may be hereafter limited) be approved by the Government inspector of railways as being in all respects fit to be opened and used for public traffic, and to the reasonable satisfaction of the engineers for the time being of the Great Western and Midland Companies, and will maintain the same for the period of twelve months after the completion thereof: Provided always, that the Bristol Company shall not undertake any work or liability for or in connexion with the Extension Railway without the previous consent in writing of the Great Western Company and the Midland Company as hereinafter provided.

Article 6. Railway No. 2 authorised by the said Act of 1867, and the junction with the Bristol and South Wales Union Railway, also authorised by that Act, shall be abandoned.

Article 7. The Great Western Company shall construct at their own expense a junction railway on the mixed gauge to connect the said Extension Railway at or near the point marked A on the plan annexed hereto with the Bristol and South Wales Union Railway in the most convenient and economical manner, and if they cannot do so without the authority of Parliament they shall use their utmost endeavours to obtain such authority in the next session thereof, or if need be they shall make and bonâ fide prosecute a similar application in some subsequent session.

Article 8. The Midland Company shall construct at their own expense a junction railway to connect their railway with the said Extension Railway at or near the said point marked A, and such railway shall be carried over, under, or across the Bristol and South Wales Union Railway at such place, in such manner, and according to such plans and specifications as may be agreed on between the respective engineers of the Great Western and Midland Companies, or in case of difference by some engineer to be agreed upon, or in case of disagreement to be appointed by the Board of Trade on the application of either party, and the Midland Company shall make application to Parliament in the next session thereof for authority to do so, and shall use their utmost endeavours to obtain such authority, and if not then obtained they shall make and bonâ fide prosecute a similar application in some subsequent session, and on such junction railway being constructed the Great Western Company shall have the same powers, rights, and facilities on or over the said junction railway as they now have on or over the railway of the Midland Company between Gloucester and Bristol, or any part thereof, and on the same terms and conditions in every respect.

Article 9. The Midland Company shall be at liberty at any time hereafter to construct or to apply to Parliament for powers to construct at their own expense a junction between their main line and the South Wales Union Railway at or near the point marked B on the said plan, such junction to be made at such place and in such manner as may be agreed upon by the respective engineers

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of the two Companies, or in case of difference as may be determined by an engineer to be appointed by the Board of Trade on the application of either Company. A.D. 1871.

The Great Western Company shall within three months after they shall have received a request in writing from the Midland Company so to do, alter and adapt to a mixed gauge railway that portion of the South Wales Union Railway lying between the junction to be constructed by the Great Western Company at the point marked A on the said plan and the junction to be constructed by the Midland Company under the last article at the point marked B on the said plan, and in case Parliament shall not sanction the construction of such junction at the point marked B the Great Western Company shall at the like request of the Midland Company in like manner alter and adapt the South Wales Union Railway to a mixed gauge railway from the said point of junction marked A to the termination of the South Wales Union Railway at Bristol: Provided always, that, notwithstanding anything in this article contained, the 49th, 50th, 51st, and 52nd sections of the said recited Act of 1867 shall remain in full force and effect. Article 10.

When such junction at or near the point marked B has been completed and opened for public traffic, and such portion of the South Wales Union Railway has been altered and adapted to the mixed gauge, the Midland Company shall have the same powers, rights, and facilities on and over the junction between the Extension Railway and the South Wales Union Railway to be constructed by the Great Western Company at the point marked A under article 7, and on and over the portion of the South Wales Union Railway lying between such junction and the junction to be constructed by the Midland Company under article 8, or between such junction at the point marked A and the termination of the South Wales Union Railway at Bristol, as the case may be, as the Great Western Company are entitled to over the junction which the Midland Company are to construct between the extension line and their main line under article 8, and on the same terms and conditions in every respect. Article 11.

The works and conveniences to be executed for or in or about the reconstruction, completion, and opening for traffic of the Extension Railway as provided by article 5 of these presents, but exclusive of the intended junctions with the Bristol and South Wales Union Railway and Midland Railway, are to be constructed under the superintendence of Mr. James Brunlees, civil engineer, his remuneration for such superintendence being fixed by the chairmen of the Great Western and Midland Railway Companies; and Mr. Hew Dalrymple, the present secretary of the Bristol Company, is also, on terms to be settled as aforesaid, to be appointed by those Companies, for such time or times as may be agreed upon, an officer of the joint committee to be appointed under the provisions of this agreement until the vesting of the Extension Railway in the two Companies. Article 12.

Before the opening of the said Extension Railway as herein defined for public traffic, the Bristol Company will to the reasonable satisfaction of the engineers of the Great Western and Midland Companies make all such arrangements as shall be proper and sufficient for enabling those Companies or either of them on and after the opening of the Extension Railway or the re- Article 13.

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A.D. 1871. spective portions thereof for public traffic to work and use the same in accordance with this agreement.

Article 14. If and whenever after the opening of the Extension Railway for public traffic any additional sidings or other works or conveniences are found requisite for the due development or the safe and convenient reception, accommodation, conveyance, or delivery of traffic thereon, or for compliance with the requirements of any Acts of Parliament or the obligations of any contract binding on the Bristol Company, the same shall at the request of the Great Western and Midland Companies, or either of them, be provided by and at the expense of the Bristol Company, and they will provide and complete the same to the reasonable satisfaction of the engineers of the Great Western and Midland Companies, and the same when completed shall for the purposes of this agreement be deemed to be part of the Extension Railway, and any moneys expended thereon by the Bristol Company and raised by them by shares or borrowing shall be considered as part of the Bristol paid-up capital or the Bristol debenture debt, as the case may require.

Article 15. If and whenever hereafter it is found necessary for the fulfilment by the Bristol Company of any of the articles of this agreement to be fulfilled by them, at the request or with the sanction of the Great Western and Midland Companies, that they shall make or incur any expenditure or liability beyond the amount which they then are authorised to raise by shares and by borrowing respectively for the Extension Railway, they will as soon as can be apply to Parliament or to the Board of Trade under the provisions of the Railway Companies Powers Act, 1864, for and use their utmost reasonable endeavours to obtain the requisite powers and authorities to raise the requisite amount by shares and by borrowing respectively, and in every such case the amount from time to time secured by mortgages granted by the Bristol Company under the authority thereof shall, for the purposes of this agreement, be deemed to be part of the Bristol debenture debt, and so much of the amount thereby authorised to be raised by shares as is from time to time paid up in respect of deposits and calls and in anticipation of calls thereon shall for the purposes of this agreement be deemed to be part of the Bristol Company's paid-up capital.

Article 16. Without prejudice to article 15, the Bristol Company shall not be bound to make or incur for the purpose of this agreement any expenditure or liability exceeding the amount of the money applicable in that behalf which they are from time to time authorised to raise by shares and by borrowing respectively.

Article 17. The Bristol Company will not at any time act as carriers on the Extension Railway, or any part thereof, and they will abstain from doing or concurring in anything which might directly or indirectly interrupt, impede, interfere with, or in any manner disturb the exercise or quiet enjoyment by the Great Western Company and the Midland Company, or either of them, of any of the rights, powers, and privileges intended to be secured to them by this agreement.

Article 18. On and for ever after the opening of the Extension Railway for public traffic, the Great Western Company and the Midland Company may and will manage, repair, stock, man, work, and use the same, and the traffic thereon, in accordance

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with this agreement, and so as to develop and promote the growth of such traffic to the utmost reasonable extent. A.D. 1871.

On and for ever after the expiration of twelve months after the opening of the Extension Railway for public traffic, the Great Western Company and the Midland Company will maintain the same, and all the various works, matters, and things mentioned in article 5 of these presents, in substantial repair and in good working order and condition. Article 19.

On and for ever after the opening of the Extension Railway for public traffic, the Great Western Company and the Midland Company, or either of them, may and will with engines and carriages use the same for the purposes of all traffic which they from time to time convey thereon, and the Bristol Company will from time to time to the reasonable satisfaction of the engineer of the Great Western Company and of the Midland Company afford to the Great Western Company and to the Midland Company, or either of them, all such facilities as shall be proper and sufficient for the safe and convenient user by them of the Extension Railway and every part thereof, and the management, conveyance, and delivery of traffic. Article 20.

On and for ever after the opening of the Extension Railway for public traffic, the Great Western Company and the Midland Company, or one of them, will work the same for all through traffic to and from the Bristol Port and Channel Dock or stations on the Port Railway, and over, from, or to the Extension Railway or stations thereon, and convey such through traffic thereon in a proper, safe, and convenient manner. Article 21.

On and for ever after the opening for public traffic of the Extension Railway, the Great Western Company and the Midland Company, or one of them, will and shall forward by all trains run by them, or either of them, over any part of the Port Railway lying to the north-west of the intended junction between that railway and the Extension Railway at Sneyd Park, all or any traffic of the Bristol Company required by that Company to be transmitted by such trains over any part of the Port Railway lying to the north-west of such junction at Sneyd Park aforesaid, at mileage rates, and the Bristol Company will and shall forward by all trains run by them over any part of the Port Railway lying between such junction and Hotwells station all or any traffic of the Great Western Company and the Midland Company, or either of them, required by those Companies, or either of them, to be transmitted over any part of the Port Railway lying between such junction and Hotwells station, at mileage rates. Article 22.

On and for ever after the opening of the Extension Railway for public traffic, the Great Western Company and the Midland Company, or one of them, will work the same for the purposes of the local traffic thereon, which means and includes traffic arising and terminating on the Extension Railway, or arising at Bristol, or on either of the lines of the Great Western or the Midland intermediate between Bristol and the points of junction with the South Wales Union Railway respectively, or on the South Wales Union Railway between the junction of the Extension Railway with that railway and Bristol, and terminating at any station or stations on the said Extension Railway or on the Port Railway between the junction of the said Extension Railway with the Port Railway and the Bristol Channel Docks, or arising at the said docks, or on so much of the Port Railway as above described, or on the Extension Railway, Article 23.

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A.D. 1871. — and terminating at Bristol, or on either of the lines of railway of the Great Western or the Midland intermediate between Bristol and the points of junction with the South Wales Union Railway respectively, or on the portion of the Bristol and South Wales Union Railway as aforesaid, or arising and terminating at any station or stations on the said Extension Railway and the aforesaid portion of the Port Railway, and so as fully to develop the traffic of the district to be served by the Extension Railway, and from time to time will run proper and sufficient trains thereon.

Article 24. With respect to the conveyance of troops, police, or mails, or other traffic (if any) which the Bristol Company are from time to time specially called on to convey on the Extension Railway, or any part thereof, the Great Western Company and the Midland Company will from time to time act as the agents of the Bristol Company in conveying the same, and duly perform their duties in that behalf.

Article 25. On and for ever after the opening of the Extension Railway for public traffic, the Great Western Company and the Midland Company will provide and employ all station masters, booking clerks, porters, signalmen, watchmen, workmen, and servants, and all other officers, for the Extension Railway, and will provide all such locomotive power, engines, trucks, and rolling stock, plant, stores, materials, and labour, as shall be proper and sufficient for the working and user of the Extension Railway by the Great Western Company and the Midland Company, and the reception, accommodation, conveyance, and delivery by them of traffic thereon, and the Bristol Company shall not be bound to employ or provide any such person or thing.

Article 26. On and for ever after the opening of the Extension Railway for public traffic, the Great Western Company and the Midland Company shall have, exercise, and enjoy, at their own expense and risk, and for their own benefit, for the purpose of the maintenance, repair, working, and user by them of the Extension Railway, or the respective portion thereof, and the management and conduct of the traffic thereon, all the rights, powers, and privileges whatsoever in that behalf of the Bristol Company, and as fully and as effectually as if the railway, or the respective portion thereof, were part of the Great Western Railway or of the Midland Railway.

Article 27. The Great Western Company and the Midland Company will, in the exercise of their rights, powers, and privileges under this agreement, in all respects duly perform and observe the several provisions with respect to the management, maintenance, repair, working, and user of the Extension Railway, and every part thereof, and to the traffic thereon, contained in the Act from time to time in force with respect to the same, and will at all times fully and freely indemnify and save harmless the Bristol Company from and against all obligations and liabilities in that behalf, and all penalties, forfeitures, losses, damages, costs, charges, and expenses, claims and demands whatsoever, in any way occasioned or incurred by or by reason of any act or default of the Great Western Company or of the Midland Company, or any of their directors, agents, officers, or servants in relation thereto.

Article 28. On and for ever after the opening of the Extension Railway for public traffic, the Great Western Company and the Midland Company will bear and pay all rentcharges, tithes, or tithe rates, or taxes, assessments, salaries, wages, and

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other outgoings in respect of the Extension Railway, or the respective portion thereof properly chargeable against revenue (except property or income tax), and except the remuneration of the directors and auditors of the Bristol Company, and the salary of their secretary, and their offices and office expenses. A.D. 1871.

The Great Western Company and the Midland Company from time to time after the opening of the Extension Railway for public traffic shall, subject to article 28, make and satisfy all expenditure and liabilities with respect to the same, except only such of the expenditure and liabilities herein-before provided for as are properly chargeable against capital, which excepted expenditure and liabilities shall from time to time be made or satisfied by the Bristol Company as herein-before is provided. Article 29.

The interest from time to time payable on the Bristol debenture debt shall, in accordance with the respective extent and priorities of the mortgages from time to time securing the same, be the first charge on the gross tolls, fares, rates, and charges in respect of the Extension Railway, or any portion thereof, and the traffic thereon: Provided that as between the Companies parties hereto, but not so as to affect any of the Bristol Company's debenture or other creditors, or any rights of or proceedings by or on behalf of those creditors, the Bristol Company shall apply the moneys from time to time coming to them in respect of traffic on or over the Extension Railway, as herein-after expressed, in the first place in payment of the interest on the Bristol debenture debt, and shall indemnify the Great Western Company and the Midland Company against any liability in respect thereof beyond the amount of those moneys. Article 30.

For the purposes of this agreement there shall be a joint committee consisting of two directors of each of the Companies parties hereto, to be from time to time appointed by their respective boards, and to be regulated as follows; (that is to say,) Article 31.

First. Each Company shall from time to time, within fourteen days after being thereunto requested by the other Company, appoint the directors or director to be appointed, whether originally or for supplying any vacancy by the Company, as requested.

Secondly. The joint committee shall meet at such times as shall be from time to time arranged between the Companies parties hereto, and all meetings shall be summoned by at least two clear days notice to every member, specifying all special business, if any, to be transacted.

Thirdly. The quorum of the joint committee shall be three.

Fourthly. The chairman of every meeting shall be alternately a director of each Company, but without a second or casting vote.

Fifthly. If and whenever there is an equality of votes on any question before the joint committee the question shall be reconsidered at their next meeting.

Sixthly. Every resolution of a meeting of the joint committee passed when there are fewer than four members thereof present shall be reconsidered at their next meeting.

Seventhly. If and whenever the joint committee eventually fail to come to a decision on any question by reason of an equality of votes, or by reason of non-attendance of the quorum, the question shall be determined by arbitration as herein-after provided.

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A.D: 1871. Eighthly. In all other respects the joint committee shall be regulated as the three Companies from time to time agree, or, failing agreement between them, as shall be determined by arbitration as herein-after provided.

Ninthly. Notwithstanding any of the provisions herein-before contained, the members of the joint committee appointed by the Bristol Company shall not, after the opening of the Extension Railway for public traffic, take any part in the proceedings of the joint committee, except for the purpose of fixing the local rates.

Article 32. On and for ever after the opening of the Extension Railway for public traffic, the tolls, fares, rates, and charges in respect of the local traffic thereon as herein-before defined shall be fixed by the joint committee, and subject nevertheless to approval by the members of the joint committee appointed by the Bristol Company, and in case of disagreement or non-approval the same shall be fixed by an arbitrator to be agreed upon, or failing agreement to be appointed by the Board of Trade on the application of either party, and the fares, rates, and charges so fixed shall be collected, recovered, and received by the Great Western Company and the Midland Company, or either of them, as the case may be, and the tolls, fares, rates, and charges in respect of the through traffic shall be fixed by the Great Western Company for the traffic to and from the Great Western Railway and beyond, and to, from, and beyond any railway or railways worked by them, and also for the traffic conveyed or to be conveyed by them to and from and beyond any railway or railways over which they exercise running powers (without prejudice to the terms of any agreement or of any Act of Parliament granting such powers), and by the Midland Company for traffic to and from the Midland Railway and beyond, and to, from, and beyond any railway or railways worked by them, and also for the traffic conveyed or to be conveyed by them to, from, and beyond any railway or railways over which they exercise running powers (without prejudice to the terms of any agreement or of any Act of Parliament granting such powers), and shall be received by such Companies respectively, and the proportion payable to the Bristol Company as the proportion attributable to the Extension Railway as herein-after provided in respect of both local and through traffic shall be carried to a joint fund.

Article 33. In fixing or determining the fares, and rates, and charges for traffic passing or intended to pass between any station on the Extension Railway and any place or places on the Port Railway, the fares, rates, and charges levied or to be levied on the Extension Railway and on the Port Railway shall be duly taken into consideration, so as to prevent any unfair competition between the two railways for traffic; and in the event of any difference between the general managers of the three Companies, or any two of them, as to such fares, rates, and charges, the same shall be settled by the joint committee herein-after referred to, and failing their doing so, then the same shall be settled by arbitration in the manner herein-after provided.

Article 34. In order to ascertain the proportion of the receipts from through traffic to be carried to the credit of such joint fund, there shall be deducted terminals, if any, according to the Clearing House regulations, and the remainder of the receipts arising from all the through traffic aforesaid shall be divided according to a mileage proportion of all through fares, rates, and charges, but not including paid-ons entitled thereto, according to the length of railway belonging to them

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respectively over which such traffic is conveyed; the proportion to be carried to the joint fund being such a proportion as the mileage on the Extension Railway bears to the total length which the said traffic has travelled: Provided always, that station to station terminals on traffic arising upon or destined for stations on the Extension Railway shall be credited to the joint fund, but where the Great Western Company or the Midland Company, as the case may be, find station accommodation, the Company finding that accommodation shall have the terminal. A.D. 1871.

In order to ascertain the proportion of the receipts from local traffic to be carried to the joint fund by the Great Western Company and the Midland Company in respect of such traffic, there shall be deducted terminals, if any, which may from time to time be agreed upon, and the remainder of the receipts arising from the local traffic aforesaid shall be divided according to a mileage proportion of all fares, rates, and charges received, but not including paid-ons, according to the length of railway belonging to them respectively over which such traffic is conveyed, the proportion to be carried to the joint fund being such a proportion as the mileage on the Extension Railway bears to the total length which the said traffic has travelled: Provided always, that station to station terminals on traffic arising upon or destined for stations on the Extension Railway shall be credited to the joint fund, but when the Great Western Company or the Midland Company, as the case may be, find station accommodation, the Company finding that accommodation shall have the terminals. Article 35.

The following payments shall be made out of the joint fund to be created as aforesaid: Article 36.

First. The expenses of maintenance, management, renewal, rates, taxes, and all other charges usually payable out of the revenue.

Second. There shall be paid to the Great Western Company and the Midland Company respectively thirty-three and one third per cent. of working the through traffic, which shall cover all their expenses of and incident to the running over and user by them of the Extension Railway for such traffic other than terminal services where performed.

Third. There shall be paid to the Great Western Company and the Midland Company such sum or sums for working the local traffic as herein-before defined as may be agreed upon between the Great Western Company and the Midland Company and the Bristol Company, or as failing agreement shall be determined by arbitration in the manner herein-after provided.

Fourth. The balance (herein-after called the Bristol net revenue) shall be paid and belong to the Bristol Company.

The Bristol Company shall apply the Bristol net revenue as follows: Article 37.

First. In payment of a sum not exceeding five pounds per cent. per annum interest on the Bristol debenture debt.

Second. In payment of dividends on the Bristol paid-up capital.

If and whenever the Bristol net revenue for any year after payment thereof of the interest for that year on the Bristol debenture debt proves insufficient to pay a dividend at the rate of five per cent. per annum upon the Bristol paid-up capital and the interest on the debenture debt, such dividend being herein-after called the guaranteed sum, then, in order to make up the deficiency, the Great Western Company and the Midland Company will allow to the Bristol Com- Article 38.

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pany a rebate of such an amount per centum out of the gross amount of all the tolls, fares, rates, and charges from time to time receivable by the Great Western Company and the Midland Company respectively for all through traffic passing to, from, or over the Extension Railway during the year in which such deficiencies shall occur upon their own railways respectively, but not upon railways worked or run over by them, less terminals and other sums to be deducted as aforesaid, and from, to, or over all or any part of any of the several railways from time to time exclusively owned or leased by the Great Western Company and the Midland Company, and either of them, as shall be required to make up such deficiency.

Article 39.

The several payments to be made to the Bristol Company for the purposes firstly and secondly expressed in articles 37 and 38 shall be made at such times as to secure the payment of the dividend half-yearly up to the thirtieth day of June and the thirty-first day of December in every year, or within two calendar months after those days respectively, and the payment of the interest when and as the same becomes payable.

Article 40.

The Companies parties hereto respectively will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement, which accounts and vouchers shall be open at all reasonable times to the inspection and transcription of the directors and agents of the said Companies respectively, and the Companies respectively will afford to each other all proper and sufficient facilities for the inspection and transcription, including free passage in first-class carriages for not exceeding three persons to and fro on the same day on any of the railways worked by the Great Western Company or the Midland Company.

Article 41.

With respect to all through traffic passing to and from the Extension Railway or the Port Railway, and any of the several railways from time to time worked or used by the Great Western Company or by the Midland Company, and whether or not also passing on any other railway, the accounts of the tolls, fares, rates, and charges for the same shall be so kept as that an equal mileage proportion thereof, including terminals, shall be attributed to the Extension Railway and the Port Railway respectively, and to the several railways from time to time worked or used by the Great Western Company or by the Midland Company respectively, and so as to show clearly the fairness of the apportionment.

Article 42.

Each of the Companies will within six weeks after the thirtieth of June and thirty-first day of December in every year transmit to the other Company an accurate abstract of such of the accounts as are from time to time necessary to be shown for the purposes of this agreement.

Article 43.

If and whenever either of the Companies within fourteen days after the transmission to them of any abstract of accounts requires the other Company to verify the same, they will do so, and the abstract of accounts shall if necessary be made correct, and shall thenceforth be deemed a settled account, or if they permit the fourteen days to pass without requiring the verification of the abstract of accounts the same shall be thereupon deemed a settled account, and no account once settled shall be reopened.

Article 44.

Every notice, request, account, or other writing to be given by either of the Companies to the other of them for any of the purposes of this agreement shall be sufficient if it be signed by the secretary of the other Company, or be left

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for them at, as regards the Bristol Company, their principal office at Bristol, or such other place as they shall from time to time give notice in writing, or to the Great Western Company and the Midland Company, or as regards the Great Western Company their principal office at Paddington, or as regards the Midland Company their principal office at Derby. A.D. 1871.

The Bristol Company hereby confer on the Great Western Company and the Midland Company running powers over so much of the Port Railway as lies to the north-west of the said Sneyd Park junction of the said Company, or any part thereof, exclusive of the Extension Railway, for traffic of every description passing to and from their respective railways, or to and from Bristol to and from the railways of the Bristol Company, or so much of the Port Railway as aforesaid, or any part thereof, exclusive as aforesaid, but including the user of the stations, watering places, water, sidings, works, and conveniences connected therewith, or any or either of them, on the said railway, or any part thereof; and the tolls, rates, and charges to be paid for such running powers and facilities shall be a mileage proportion, according to the Clearing House regulations, of the tolls, rates, and charges fixed by the Great Western and Midland Companies, or either of them, and received in respect of such traffic, less a per-centage of thirty-three and one third for working expenses, exclusive of terminal services, if performed by the Great Western and Midland Companies, or either of them: Provided that in fixing the tolls, rates, and charges for the local traffic regard shall be had to article 33 hereof, and as to the same traffic the terminals to be deducted before mileage division shall be such as may be agreed upon between the Companies parties hereto, or failing agreement as shall be settled by arbitration in the manner herein-after provided. Article 45.

The Bristol Company hereby agree to procure to be conveyed to the Great Western Company and the Midland Company on or before the first day of February one thousand eight hundred and seventy-one ten acres or thereabouts of land at or near the dock at Avonmouth for the purpose of enabling the Great Western Company and the Midland Company respectively to make joint or separate depôts for the accommodation of their traffic, as they may determine, and the price to be paid by the said Great Western and Midland Companies for such land shall be the actual amount which the Bristol Company paid for the same, including any moneys paid by them for or in respect of such purchase on the title to the said lands. Article 46.

The Bristol Company hereby agree at their own costs, charges, and expenses to complete and open the Port Railway as a mixed gauge line of railway for public traffic between Sneyd Park junction and Avonmouth on or before the day on which the Extension Railway shall be opened for public traffic, and to construct all necessary sidings, stations, works, and conveniences connected therewith, so as fully and effectually to accommodate the traffic, and thereafter to maintain and keep the said railway, and the sidings, stations, works, and conveniences connected therewith, in an efficient state of repair and condition. Article 47.

The Bristol Company hereby agree, if and when found reasonably necessary for the traffic for the time being, subject to the provisions of these presents, at their own costs, charges, and expenses, to double the line of the Port Railway between the junction therewith of the extension line and the said dock, and to construct all necessary sidings, stations, works, and conveniences connected Article 48.

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Article 49. If and whenever any difference arises between the Bristol Company or their assigns, and the Great Western Company or their assigns, and the Midland Company or their assigns, or any two of the said Companies or their assigns, touching the true intention or construction of this agreement, or touching anything to be done, suffered, or omitted in pursuance of this agreement, or touching any of the incidents or consequences of this agreement, or touching the carrying into effect of any of the articles of this agreement, or touching any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement, or touching any liability, damages, losses, costs, or expenses by reason of any such breach or non-fulfilment or alleged breach or non-fulfilment, or touching any claim or demand relating to any such liability, damages, losses, costs, or expenses, or otherwise relating to the premises, every such difference shall in the first instance be referred to the joint committee, and if or so far as they fail to determine thereon, the same, as well as every other question or matter herein-before provided to be determined by arbitration, shall be referred to and determined by arbitration, in accordance with the provisions of the Railways Companies Arbitration Act, 1859, and every question or matter so referred shall be deemed to be in difference between the Companies parties thereto, and this article shall accordingly be and have effect as an agreement between the said Companies for arbitration under that Act.

In witness whereof the Companies parties hereto have caused their respective common seals to be affixed the day and year first above written.

