

CHAPTER cxviii.

An Act for conferring further powers upon the Great Western Railway Company in respect of their own Undertaking and upon that Company and the London and North Western Railway Company in respect of undertakings in which they are jointly interested and upon the Great Western Railway Company and the Lambourn Valley Railway Company in respect of the undertaking of that Company and for other purposes. [6th July 1895.]

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WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to execute make and maintain the railway widenings of railways and other works and to exercise the powers by this Act respectively authorised and conferred upon them and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith and for providing increased accommodation certain lands in this Act described or referred to :

And whereas it is expedient that the Company and the London and North Western Railway Company (in this Act called "the North Western Company") should be empowered to execute the works and exercise the powers and acquire the lands in this Act respectively mentioned or referred to :

And whereas plans and sections showing the lines and levels of the railway and other works by this Act authorised to be constructed and plans showing the lands by this Act authorised to be acquired and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerks of the peace for the several counties within which such railway and other works will be constructed and those lands are situated and are herein-after

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And whereas it is expedient that the powers granted by the Great Western Railway Act 1883 as amended by the Great Western Railway Act 1886 the Great Western Railway Act 1890 and the Great Western Railway Act 1892 for the compulsory purchase of lands for the Railway No. 7 authorised by the said Act of 1883 should be revived and continued and that the period now limited by the said Acts for the construction of the said railway should be extended and that the powers granted by the Great Western Railway Act 1889 for the construction of the Railway No. 2 by that Act authorised should be revived and extended :

And whereas it is expedient that the time limited for the sale of certain lands acquired by the Company for the purposes of their undertaking should be extended and that further powers should be conferred upon the Company in respect of the sale or other disposal of those lands :

And whereas it is expedient that provision should be made as herein-after contained with respect to agreements between the Company on the one hand and the mayor aldermen and burgesses of the borough of West Bromwich (in this Act called "the West Bromwich Corporation") and the Upper Stour Valley Main Sewerage Board respectively on the other hand :

And whereas by the Lambourn Valley Railway Act 1883 the Lambourn Valley Railway Company (in this Act called "the Lambourn Company") were incorporated and authorised to construct a railway commencing in the parish of Lambourn and terminating by a junction with the Berks and Hants Railway of the Company :

And whereas under the powers of the said Act as varied and extended by the Lambourn Valley Railway Act 1888 the Lambourn Valley Railway Certificate 1890 the Lambourn Valley Railway Act 1892 and the Lambourn Valley Railway Act 1894 the Lambourn Company have partially constructed the said railway :

And whereas it is expedient that the Company and the Lambourn Company should be empowered to make agreements as provided by this Act with respect to the maintenance management use and working by the Company of the undertaking of the Lambourn Company :

And whereas having regard to the cost of constructing the said railway in accordance with the provisions of the said Acts and the general Acts applicable to railways and the requirements of the Board of Trade thereunder it is expedient that provision should be made for converting the railway of the Lambourn Company into a tramroad and in connexion therewith to alter the levels of the

portions of the said railway in this Act mentioned and to make the other provisions in this Act contained with respect to the mode of construction working and using of the said railway or tramroad and that the restrictions on the exercise of the borrowing powers conferred upon the Lambourn Company by the Lambourn Valley Railway Act 1888 should be modified as herein-after provided :

And whereas it is expedient that some of the provisions of existing Acts of the Company should be amended or repealed as herein-after provided :

And whereas it is expedient that the Company should be authorised to raise an additional sum of money and to apply their funds for the purposes of this Act and for the general purposes of their undertaking :

And whereas it is expedient that the North Western Company should be empowered to apply their funds as provided by this Act :

And whereas the objects aforesaid cannot be attained without the authority of Parliament :

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

1. This Act may be cited for all purposes as the *Great Western Railway Act 1895.* 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) :— Incorporation of general Acts.

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

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

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

The distribution of the capital of the Company into shares :

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money ;

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The conversion of the borrowed money into capital :

The consolidation of shares into stock ; and

The provision to be made for affording access to the special Act by all parties interested :

And Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863.

Interpreta-
tion.

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

The expression "the railway" means the new railway by this Act authorised to be made by the Company :

The expression "the two Companies" means and includes the Company and the North Western Company or whichever of those Companies exercises the powers by this Act conferred upon the two Companies :

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 for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to
make new
railway
and works.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the new railway widenings of railways and other works herein-after described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes. The new railway widenings of railways and works herein-before referred to and authorised by this Act are—

A Railway (distinguished on the deposited plans and sections and in this Act referred to as Railway No. 5) 3 furlongs and 8.75 chains in length situate in the parishes of Machen and Risca in the county of Monmouth commencing by a junction with the Nine Mile point branch of the Company's Monmouthshire Western Valleys Railway and terminating by a junction with the said Monmouthshire Western Valleys Railway :

A Widening (No. 1) 8 miles 1 furlong and 5 chains in length of the Company's South Wales Railway commencing in the parish of Saint Woollos in the county of Monmouth at or near a point

about 5 chains northward of the post on that railway indicating $160\frac{1}{4}$ miles from Paddington and terminating in the parish of Roath in the county of Glamorgan at or near a point about 10 chains south-westward of the post on such railway indicating $168\frac{1}{4}$ miles from Paddington. Provided always that in making and maintaining the Widening No. 1 by this Act authorised over the main sewer of the Ystradyfodwg and Pontypridd Main Sewerage Board (herein-after called "the sewerage board") numbered on the deposited plans 30 in the parish of Rumney the Company shall at their own expense lengthen and extend the cast-iron pipe of the sewerage board which now passes underneath their railway to the boundary fence of the said widening and such pipe shall be so lengthened and extended to the reasonable satisfaction of the engineer for the time being of the sewerage board and the Company shall at all times thereafter maintain and keep the said pipe in good and efficient repair as part of the existing pipe which now passes under the railway and nothing in this Act contained shall alter prejudice or affect the rights of the sewerage board or of the Company under the agreement dated the twenty-fourth day of March 1892 and made and entered into between the Company and the sewerage board with reference to the grant by the Company of an easement for the construction and maintenance by the sewerage board of the said existing pipe :

- A Widening (No. 2) 10 miles 4 furlongs and 8.75 chains in length of the Company's Monmouthshire Western Valleys Railway commencing in the parish of Bassaleg in the county of Monmouth at or near a point about $9\frac{1}{2}$ chains eastward of the south-eastern end of the platforms at the Company's station at Bassaleg and terminating in the parish of Llanhilleth in the same county at or near a point about 13 chains north-eastward of the post on that railway indicating $12\frac{1}{2}$ miles from Newport. Provided always that nothing contained in this Act or shown upon the deposited plans shall authorise the Company to take any land in the occupation of the Newport Abercarn Black Vein Steam Coal Company Limited without the consent in writing of the said Newport Abercarn Black Vein Steam Coal Company Limited :
- A Widening (No. 3) 3 furlongs and 3.75 chains in length of the Company's said railway to be wholly situate in the said parish of Llanhilleth commencing at or near a point about 4 chains north-westward of the post on that railway indicating $13\frac{1}{4}$ miles from Newport and terminating about 2 chains south-eastward

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of the post on that railway indicating $13\frac{3}{4}$ miles from Newport Provided that the Company shall not under the powers of this Act enter upon take use or appropriate for any purposes of their undertaking the properties numbered respectively on the deposited plans 1 2 3 4 and 5 in the parish of Bassaleg or any part of Tredegar Park nor shall the Company enter upon take use or appropriate without the consent in writing of the Brecon and Merthyr Tydfil Junction Railway Company the properties numbered 9 and 15 in the parish of Bassaleg and so much of the property numbered on the said plans 7 in the said parish as belongs to that Company:

The following bridges viaducts and embankments in substitution of the existing bridges viaducts and embankments on the railway of the Company at or near the same places:—

In the county of Somerset—

A bridge over the River Tone to be wholly situate in the parish of Stoke Saint Gregory commencing at or near the south-eastern end of the existing bridge over the said river at or near the signal box at the north-western end of the Company's Athelney Station and terminating at or near the north-western end of the said existing bridge:

In the county of Devon—

A bridge over the River Exe to be situate in the parishes of Saint David in the city and county of the city of Exeter and Saint Thomas the Apostle in the county of Devon commencing at or near the northern end of the existing bridge over the River Exe in the said parish of Saint David at a point about 5 chains southward of the mile post on the railway of the Company indicating 194 miles from Paddington and terminating at or near the southern end of the said bridge in the said parish of Saint Thomas the Apostle at a point on such railway about 9 chains southward of the said mile post:

An embankment with two openings therein to be situate in the parishes of Kenton and Dawlish such embankment commencing at or near the northern end of the existing viaduct in the parish of Kenton at a point about 8 chains southward of the post on the railway of the Company indicating 203 miles from Paddington and terminating at or near the southern end of the said viaduct in the parish of Dawlish at a point about 17 chains southward of the said post:

A viaduct and embankments to be wholly situate in the parish of Stoke Damerel commencing at or near the southern end of the existing viaduct in the said parish at a point about 11 chains southward of the post on the railway of the Company indicating 249 miles from Paddington and terminating at or near the northern end of the said viaduct at a point on such railway about 4 chains southward of the said post:

A viaduct and embankments to be situate in the parishes of Stoke Damerel and Saint Budeaux commencing at or near the southern end of the existing viaduct in the said parish of Stoke Damerel at a point about 5 chains northward of the post on the railway of the Company indicating $249\frac{1}{2}$ miles from Paddington and terminating at or near the northern end of the said viaduct in the parish of Saint Budeaux at a point on such railway about 3 chains northward of the post on the railway indicating $249\frac{3}{4}$ miles from Paddington:

In the county of Cornwall—

A viaduct and embankments to be wholly situate in the parish of Saint Germans commencing at or near the south-eastern end of the existing viaduct in the said parish at a point about 9 chains south-eastward of the post on the railway of the Company indicating 261 miles from Paddington and terminating at or near the north-western end of the said viaduct at a point on such railway about 1 chain south-eastward of the said post:

A viaduct and embankments to be wholly situate in the parish of Menheniot commencing at or near the eastern end of the existing viaduct in the said parish at a point about $7\frac{1}{2}$ chains westward of the post on the railway of the Company indicating $262\frac{1}{2}$ miles from Paddington and terminating at or near the western end of the said viaduct at a point on such railway about 15 chains westward of the said post.

5. Subject to the provisions of this Act the Company may in the lines and according to the levels shown on the deposited plans and sections relating thereto lay down an additional line of rails on the level at each of the level crossings of the Company's railway hereinafter specified adjoining the existing line of rails at such level crossings and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the

Power to lay additional rails at level crossings.

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deposited books of reference relating thereto as may be required for those purposes (that is to say):—

Level Crossing.	Parish or Parishes.	County.
Curry Rivell - - -	Stoke Saint Gregory and Aller	Somerset.
Athelney - - -	Stoke Saint Gregory - - -	Somerset.
Bryndu - - -	Pyle - - -	Glamorgan.
Kenfig Hill - - -	Tythegston - - -	Glamorgan.
Cefn Cribwr - - -	Tythegston - - -	Glamorgan.
Fountain - - -	Newcastle - - -	Glamorgan.
Maesybethos - - -	Llangynwydd - - -	Glamorgan.

Provided always that before laying an additional line of rails at the Kenfig Hill level crossing or the Fountain level crossing the Company shall construct a footbridge at the crossing at which the additional line is proposed to be laid.

Rates and charges for railway &c.

6. The Widening No. 1 and the works (other than the Railway No. 5 and the Widenings Nos. 2 and 3) herein-before described shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) and for all other purposes be deemed to be part of the Company's railways as if the same had been part of the Great Western Railway at the date of the passing of the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale II. of Part I. in the Appendix to the said Order shall be applicable to the said widening and works and the Railway No. 5 and the Widenings Nos. 2 and 3 herein-before described shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) and for all other purposes be deemed to be part of the Company's Monmouthshire Railways as if the same had been part of the said railways at the date of the passing of the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and the maximum rates and charges to be demanded and recovered in respect of Railway No. 5 and the Widenings Nos. 2 and 3 shall be the rates and charges authorised to be demanded and recovered in respect of the Monmouthshire Railways of the Company Provided always that as respects passenger traffic and parcels other than perishable merchandise by passenger train the fares rates and charges to be demanded and recovered in respect thereof shall not exceed as follows:—

With respect to the Widening No. 1 the fares rates and charges prescribed by the South Wales Railway Act 1845 as amended by the South Wales Railway Consolidation Act 1855:

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With respect to Railway No. 5 and the Widenings Nos. 2 and 3 the fares rates and charges prescribed by the Newport and Pontypool Railway Act 1845.

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7. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say):—

Inclinations of roads.

Number on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
Widening of railway between Bassaleg and Llanhilleth.			
29	Bassaleg - -	Public -	1 in 14 on one side.
51	Bassaleg - -	Public -	1 in 15.5 on both sides.
73	Bassaleg - -	Public -	1 in 6 on one side.
179 183	Risca - -	Public -	1 in 10 on one side.
225	Risca - -	Public -	1 in 16 on one side.
17 18 21	Mynyddyslwyn -	Public -	1 in 9.5 on one side and 1 in 11 on the other.
102 123 124	Mynyddyslwyn -	Public -	1 in 12 and 1 in 16 on one side and 1 in 16 on the other.
1 150 157	Llanhilleth Mynyddyslwyn - -	} Public -	{ 1 in 10 on one side and 1 in 15 on the other.

8. The Company may make the arches of the bridges for carrying the widening of railway in this section referred to over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say):—

Height and span of bridges.

Number on deposited Plan.	Parish.	Description of Road.	Height.	Span.
Widening of railway between Bassaleg and Llanhilleth.				
73	Bassaleg - -	Public -	ft. in. 14 6	ft. 20
19	Risca - -	Public -	12 9	20
37	Risca - -	Public -	12 0	12
171	Risca - -	Public -	14 4	20
55	Mynyddyslwyn -	Public -	12 9	21
102 123 124	Mynyddyslwyn -	Public -	14 0	25

9. The Company may make the roadway over the bridges by which the following roads will be carried over the widenings of railways in this section referred to of such width between the fences thereof as the Company think fit not being less than the respective

Widths of certain roadways.

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Number on deposited Plan.	Parish.	Description of Roadway.	Width of Roadway.
Widening of railway between Saint Woollos and Roath.			
22	Bassaleg	} Public	ft.
3	Saint Bride's Wentlooge		20
38 39	Saint Mellons	} Public	20
1	Rumney		20
11 13	Rumney	Public	20
24 26	Rumney	Public	20
Widening of railway between Bassaleg and Llanhilleth.			
82	Risca	Public	ft. in. 12 6
64	Mynyddyslwyn	Public	12 0

Power to divert roads as shown on deposited plan.

10. The Company may in the construction of the widenings of railways in this section mentioned divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road but the Company shall not be required to make any road diverted under this section (except the diversion of the road numbered on the deposited plans 9 and 16 in the parish of Roath) of a greater width than 20 feet (that is to say) :—

Widening.	Parish.	No. of Road on Plan.
Widening of railway between Saint Woollos and Roath.	Saint Bride's Wentlooge -	30 34.
Widening of railway between Saint Woollos and Roath.	Peterstone Wentlooge -	1 10.
Widening of railway between Saint Woollos and Roath.	Peterstone Wentlooge -	26 38.
Widening of railway between Saint Woollos and Roath.	Peterstone Wentlooge -	59 65.
Widening of railway between Saint Woollos and Roath.	Roath - - -	9 16.
Widening of railway between Bassaleg and Llanhilleth.	Risca - - -	179 183.
Widening of railway between Bassaleg and Llanhilleth.	Mynyddyslwyn - -	17 18 21.

And when and so soon as such portion of each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the Company.

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11. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railway by a bridge or bridges or the immediate approaches thereto except so far as the level of such road highway or approaches is permanently altered.

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

12. And whereas the widening of the South Wales Railway of the Company in and through the parishes of Bassaleg St. Bride's Peterstone St. Mellons and Rumney in the county of Monmouth in the lines and according to the levels shown on the deposited plans and sections will pass over or across certain reens watercourses and other works under the jurisdiction and control of Her Majesty's Commissioners of Sewers for the levels of the hundreds of Caldicot and Wentlooge in the county of Monmouth (in this section called "the Commissioners") Therefore the following provisions shall have effect for the protection of the Commissioners (that is to say) :—

For the protection of Her Majesty's Commissioners of Sewers of Caldicot and Wentlooge.

(1.) In making and maintaining the said intended widening across any streams sewers reens creeks channels watercourses or drains under the jurisdiction of the Commissioners the Company shall not contract or diminish the area of the waterways thereof or of any of them or do any act by which the passage of the waters along the said streams sewers reens creeks channels watercourses or drains or between the banks thereof shall during land floods or at any other times be impeded or obstructed but the Company shall at any such crossing construct to the reasonable satisfaction of the Commissioners such culverts arches and other works under the widening as may be necessary for admitting the free passage of such waters under such widening and the Company shall at all times thereafter at their own expense maintain and keep the same in efficient repair and shall before proceeding to construct such works submit plans thereof for the approval of the level surveyor for the time being :

(2.) The Company shall at all times be responsible to the Commissioners or other bodies or parties interested for any damage

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or injury that may be done or occasioned to the lands within the said level or the drainage thereof or the works for preserving or protecting the same through the neglect or default of the said Company :

(3.) Except as by this Act expressly provided nothing herein contained shall in any manner alienate prejudice alter interfere with or impede the exercise of any of the rights privileges or authorities whatsoever now exercised by or vested in the Commissioners or their officers or servants to go over or upon or in regard to the said level of the hundred of Wentlooge by virtue of their Commission or otherwise or lessen or control any rights powers or authorities now vested in or enjoyed by the said Commissioners for widening deepening varying altering or diverting any existing reens sewers ditches drains or watercourses and for the drainage of any lands within the said level or prevent or restrain the making of any reens sewers ditches drains or watercourses or other works for improving the drainage thereof but all such rights powers and authorities shall remain in as full force as if this Act had not been passed Provided always that in so widening deepening varying altering or diverting the existing reens sewers ditches drains or watercourses or making any such new reens sewers ditches drains or watercourses or other works as aforesaid nothing shall be done to impede or interfere with the construction repairs or use of the said widening works and lands or the traffic thereupon for any greater length of time or in any other manner than shall be necessary for the execution of the said works Provided also that it shall not be lawful for the Commissioners to make any such reens sewers ditches drains watercourses or other works as aforesaid upon any lands which the Company are by this Act authorised to acquire after the same shall have been acquired by them without the consent in writing of the Company under their common seal first had and obtained :

(4.) If any difference shall arise between the Company and the Commissioners in relation to any of the works to be executed or matters or things to be observed or done by the Company under this Act to the satisfaction of the Commissioners or by the Commissioners the question in dispute shall be settled by arbitration in manner provided by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For the protection of
the Mon-

13. For the protection of the county council of the county of Monmouth (in this section called "the council") the following

provisions shall unless otherwise agreed between the Company and the council be observed and have effect (that is to say) :—

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mouthshire
County
Council.

- (a) The Company shall widen on the western side thereof the bridge by which the Widening No. 2 by this Act authorised is carried over the Risca Main Road numbered 8 on the deposited plans in the parish of Risca and such widening shall be of the same span between the abutments thereof as the existing bridge and with a clear headway of not less than 15 feet 3 inches :
- (b) The Company shall widen the bridge by which the said Widening No. 2 is carried over the main road at Cross Keys being the road numbered 225 on the deposited plans in the parish of Risca and such widening shall be of the same span between the abutments thereof as the existing bridge and with a clear headway of 15 feet 6 inches :
- (c) The Company in diverting the road crossing over the New-bridge level crossing so as to carry the same under the railway shall make the said road of not less than 25 feet in width and in altering the levels of the approaches thereto the gradient of the altered portion of the said road leading under the railway shall not be steeper than 1 in 16 with a headway to the bridge over the said road of not less than 14 feet and the Company shall give to the council their interest in any land belonging to them which may be required for widening to 25 feet (where the gradients are altered) the roadway from the said bridge towards Crumlin on the eastern side thereof and the council in consideration thereof agree to the altered position of the said road at its southern end and the Company shall continue the existing road from Twyngwyn immediately westward of the before-mentioned road which is to be carried under the railway to join the said road leading towards Crumlin with a gradient of not less than 1 in 12 and a width of not less than 16 feet and the Company shall properly drain the said road to the reasonable satisfaction of the county surveyor :
- (d) Before stopping up the level crossing known as Crumlin level crossing the Company shall for the purpose of carrying the road over the railway construct a bridge of a width of not less than 25 feet between the parapets which shall not be less than 4 feet 6 inches high and the approaches thereto shall be of the same width and be constructed with gradients having an inclination not exceeding 1 foot in 20 feet from the Newport and Crumlin high level roads and 1 foot in 10 feet along the Kendon Road on the western side of the railway and 1 foot in 15 feet on the eastern side of such railway terminating at the canal and the Company shall maintain the said bridge and the abutments thereof carrying the road over the railway and the council shall

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maintain the other roads leading thereto including the bridge over the River Ebbw known as Crumlin County Bridge :

- (e) The alteration of Crumlin County Bridge rendered necessary in consequence of the construction of the bridge and approaches thereto provided for by the last preceding sub-section and with parapets thereto not less than 4 feet 6 inches high shall be executed by the Company at the cost of the Company and to the reasonable satisfaction of the county surveyor :
- (f) All bridges and arches carrying the railway over any road or footpath shall be constructed so as to prevent as far as reasonably can be the dripping of water on the road or path beneath :
- (g) All bridges carrying the railway over any public road or any public road over the railway shall be constructed with parapets or screens not less than 4 feet 6 inches high above the level of the top of the rails or the surface of the road as the case may be and such screens shall extend for three yards on either side of the face of the abutment of the bridge if the Company's property extends so far :
- (h) All works to be executed under the provisions of this section and all works in any way affecting the roads or footpaths under the management and jurisdiction of the council shall be executed at the cost in all things of the Company to the reasonable satisfaction and in accordance with plans sections and specifications to be previously approved of in writing under the hand of the county surveyor provided that if approval or disapproval thereof be not signified within 14 days after the same shall have been left at the office of the said county surveyor the council shall be deemed to have approved thereof :
- (i) If any difference arise between the Company and the council under or in relation to any provision of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council and the decision of such engineer shall be binding on the Company and the council.

For the protection of the Risca Urban District Council.

14. In constructing the Railway No. 5 and the Widening No. 2 of the Company's Monmouthshire Western Valleys Railway by this Act authorised so far as the same is within the urban district of Risca the Company shall observe the following provisions unless otherwise agreed between the Company and the urban district council of Risca (herein-after referred to as "the district council") (that is to say) :—

- (a) Railway No. 5 where it crosses the public road numbered on the deposited plans 4 in the parish of Risca shall be carried

over that road by means of a bridge having a clear width between the abutments of not less than 30 feet and a headway of not less than 16 feet :

- (b) The Company shall continue the public footpaths which now cross the Monmouthshire Western Valleys Railway on the level at the points measured on the deposited plans 3 miles 3 miles 52.65 chains and 3 miles 54.70 chains by diverting the said footpaths so as to pass under the railway by means of two under-bridges at points measured on the deposited plans 3 miles and 3 miles 53 chains such under-bridges to be of not less than 5 feet in width and 8 feet in height throughout the whole length thereof :
- (c) The Company shall not stop up but shall continue the following road and footpaths so far as such road and footpaths are included within the limits of deviation shown upon the deposited plans by diverting the same so as to pass alongside the said Widening No. 2 (that is to say) :—
- (1.) The public road numbered on the deposited plans 81 and 104 in the parish of Risca leading from the subway under the railway situate at a point measured on the deposited plans 3 miles 22.5 chains to the bridge over the railway near the Risca Railway Station ;
 - (2.) The public footpath numbered on the deposited plans 21a in the said parish leading from Water Lane at a point measured on the deposited plans 3 miles 7 chains to the Risca Railway Station ;
 - (3.) The public footpath leading from the public road numbered 81 and 104 before mentioned at a point measured on the deposited plans 3 miles 29 chains ;
 - (4.) The public footpath numbered on the deposited plans 170 in the said parish extending alongside the railway from a point measured 3 miles 60 chains to a point measured 4 miles on the deposited plans :
- (d) If in the construction of the Widening No. 2 the public watering place situate at a point measured 3 miles 21 chains on the deposited plans shall be interfered with the Company shall reinstate the same in a convenient position and to the reasonable satisfaction of the district council :
- (e) Where the Widening No. 2 crosses the public road numbered on the deposited plans 37 in the said parish at a point measured 3 miles 22.5 chains on the deposited plans the Company shall enlarge to a width of 20 feet the existing subway through which the said road is carried under the existing railway and shall construct the said widening of the railway so as to continue

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- the subway and give a uniform span of 20 feet and a height of 11 feet 6 inches throughout and properly drain the same :
- (f) If the Company shall in any way interfere with the public road numbered on the deposited plans 82 in the said parish at a point measured thereon 3 miles 41 chains the gradients of the approaches to the bridge carrying the same over the railway shall not be made steeper than the existing gradients :
- (g) The public footpath situate at a point measured 3 miles 65·2 chains on the deposited plans shall be carried over the railway by means of a footbridge having a clear width between the parapets of not less than 5 feet :
- (h) The public footpath situate at a point measured on the deposited plans 4 miles 34·7 chains shall be carried under the railway by means of a subway of not less than 5 feet span or at the option of the Company over the railway by means of a footbridge having a clear width between the parapets of not less than 5 feet :
- (i) The footbridge carrying the public footpath numbered on the deposited plans 215 in the said parish over the railway shall be extended so as to carry the said footpath over the Widening No. 2 :
- (j) All bridges and arches carrying the railway over any road or footpath shall be constructed so as to prevent so far as reasonably can be the dripping of water on the road or path beneath :
- (k) All bridges carrying the railway over any public road or any public road over the railway shall be constructed with parapets or screens not less than 4 feet 6 inches high above the level of the top of the rails or the surface of the road as the case may be and such screens shall extend for 3 yards from the face of the abutments on either side of the bridge if the Company's property extends so far :
- (l) All works to be executed under the provisions of this section and all works in anyway affecting the roads or footpaths under the management and jurisdiction of the district council shall be executed at the cost in all things of the Company to the reasonable satisfaction and in accordance with plans sections and specifications to be previously approved of in writing under the hand of the surveyor of the district council provided that if approval or disapproval thereof be not signified within fourteen days after the same shall have been left at the office of the said surveyor they shall be deemed to have been approved :
- (m) If any difference arise between the Company and the district council under or in relation to any provision of this section such

difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the district council and the decision of such engineer shall be binding on the Company and the district council.

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15. For the protection of the mayor aldermen and burgesses of the county borough of Cardiff (in this section called "the corporation") the following provisions shall have effect (that is to say) :—

For the protection of the Corporation of Cardiff.

(1.) In this section the expression "water mains" includes water mains water pipes and water apparatus of the corporation :

(2.) The Company in carrying out the Widening No. 1 of their South Wales Railway where such railway crosses the River Rumney shall construct the widened portion of the bridge carrying such railway over the said river in such a manner that there shall be as much clear headway under such bridge as can be reasonably obtained and when it shall become necessary to reconstruct or alter the superstructure of the existing bridge shall reconstruct or alter the same in such a manner that there shall be a like headway under such existing bridge :

(3.) Where the Widening No. 1 crosses the Roath Brook the Company shall construct and maintain thereover a girder bridge or culvert having throughout a width of not less than 12 feet and the underside of the girders thereof being not more than 2 feet 6 inches below the existing level of the surface of the rails so as to form a free and unobstructed channel for the passage of all tidal and flood waters :

(4.) The diversion of Pengam Road shall be carried over the South Wales Railway as proposed to be widened (Widening No. 1) by a bridge the approaches to which shall not be steeper than 1 in 25 and the said bridge and approaches shall have throughout a width between the parapets of not less than 40 feet or of such greater width not exceeding 50 feet as may be required by the corporation by notice in writing to be given within three months after notice in writing by the Company to the corporation that they intend to commence the construction of the works Provided that the corporation shall bear and pay the extra cost incurred in constructing the said bridge and approaches of a width of 50 feet instead of a width of 40 feet and that from and after the completion of the said road diversion the roadway over the said bridge and over the approaches thereto and the fences adjoining the said approaches which shall be unclimbable iron fences shall be maintained by

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and at the expense of the corporation anything to the contrary in the Railways Clauses Consolidation Act 1845 notwithstanding :

(5.) The bridge to be constructed under the powers of this Act for the diversion of Pengam Road shall be made sufficiently strong to carry a 15 tons steam road roller :

(6.) Where the said widening will cross over the existing sewer of the corporation the Company shall bear any costs necessarily and properly incurred by the corporation in strengthening and securing the said sewer from all damage which may be occasioned by reason of the execution of any works by the Company and shall for ever uphold and maintain such strengthening works in good and efficient repair to the reasonable satisfaction of the corporation and the Company shall allow the corporation their officers agents workmen contractors and materials to have free access at all reasonable times to any part of the sewer so crossed or interfered with :

(7.) In case the corporation at any time desire to construct any sewer water main or electric wire pipe or apparatus across or under any railway constructed under the powers of this Act the Company shall give the corporation all reasonable facilities for carrying out the work required in the construction of any such sewer water main or electric wire pipe or apparatus but all such work shall be carried out under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Company :

(8.) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall extend and apply to the water mains and to the corporation in respect thereof as though the corporation were a water company or society :

(9.) In lieu of the 3-inch water main now laid in Pengam Road the Company shall at their own cost in all things provide and lay a substituted 3-inch water main between the points of commencement and termination of the said diversion of that road and the said substituted water main shall be laid at the foot of the side slope of the said approaches and shall be duly connected at either end with the said existing water main :

(10.) Nothing in this Act shall interfere with the rights or powers of the corporation in relation to the making of new sewers and drains or the laying of new water mains or electric wires pipes or apparatus :

(11.) All works to be executed by the Company under any of the powers or provisions of this Act which in any way affect any sewer drain or water main or electric wire pipe or apparatus of the corporation shall be executed by and at

the cost of the Company in all things and under the superintendence and to the reasonable satisfaction of the corporation and in accordance with plans sections and specifications submitted to and approved by them before the commencement of the works provided that if the corporation fail for a period of 28 days after the submission of such plans sections and specifications to express their disapproval of or their requirements in relation thereto the corporation shall be deemed to have approved thereof The Company shall reimburse the corporation the reasonable cost incurred by them in such superintendence:

(12.) The Company and the corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the corporation and for the execution by the corporation of any such works and the acquisition of land therefor:

(13.) If any difference arise between the Company and the corporation touching anything to be done or not to be done or any moneys to be paid under the provisions of this section such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and the costs of the reference shall be borne as he shall direct:

(14.) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or of the Acts or parts of Acts incorporated herewith or of any public Acts relating to the water supply and works which may exist for the protection or benefit of the corporation Provided that the corporation shall not be entitled to proceed under more than one enactment with respect to one and the same matter.

16. For the protection of Messieurs Webb Brothers and Company or their assigns of the existing lease of the Beaufort Arms Hotel (herein-after referred to as "the lessees") the following provisions shall have effect (that is to say):—

For the protection of Messrs. Webb Brothers and Co.

If the Company shall construct a subway in lieu of the existing level crossing of the railway adjoining the premises numbered on the deposited plans 114 115 and 116 in the parish of Mynyddyslwyn they shall so far as regards the interests of the lessees in the said premises be deemed to have taken part of the said premises within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 and the lessees shall be entitled to require the Company to purchase the premises The

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Company shall before commencing the construction of such subway give notice to the lessees of their intention so to do and such notice shall for the purposes of the said Act be equivalent to a notice to treat thereunder.

For the protection of Messrs. Griffiths Brothers Limited.

17. For the protection of Messieurs Griffiths Brothers Limited or their assigns of the existing lease of the public house and premises known (and herein-after referred to) as the Railway Inn situate at Crumlin in the parish of Mynyddyslwyn (herein-after referred to as "the lessees") the following provisions shall have effect (that is to say):—

If by reason of the Widening No. 2 by this Act authorised and the works connected therewith or any of them the said Railway Inn shall be injuriously affected either permanently or temporarily the lessees shall so far as regards their interests in the Railway Inn be entitled to compensation in respect of such injury (including loss of or injury to the trade value of the Railway Inn) and the amount of such compensation shall unless otherwise agreed between the lessees and the Company be settled in manner provided by section 68 of the Lands Clauses Consolidation Act 1845.

For the protection of P. S. Phillips Limited.

18. In making and maintaining the Widening No. 2 by this Act authorised the siding of P. S. Phillips Limited numbered on the deposited plans 28 in the parish of Risca and hatched yellow on a plan signed by James Charles Inglis on behalf of the Company and by Togarmah Rees on behalf of P. S. Phillips Limited (herein-after referred to as "the said plan") shall be removed and reinstated by the Company in the situation and according to the lines delineated and coloured yellow on the said plan with a curve of not less than 600 feet radius and with a gradient of not less than 1 in 27 and the Company shall also remove and reinstate the sidings and connexions of P. S. Phillips Limited hatched green on the said plan according to the lines delineated and coloured green respectively on the said plan and the said P. S. Phillips Limited shall in consideration of the payment of the sum of 100*l.* and costs of conveyancing convey to the Company their estate and interest in any lands that may be required for such widening and for providing such radius and improved gradient for reinstating the said sidings and other works as shown upon the said plan and the Company shall not in constructing the said works shown on the said plan stop or unnecessarily delay the passage of traffic passing or requiring to pass over such sidings and junctions respectively and shall compensate the said P. S. Phillips Limited for any such interference with their traffic.

Period for completion of railway.

19. If the railway be not completed within five years from the passing of this Act then on the expiration of that period the powers

by this Act granted to the Company for making and completing the railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

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20. If the Company fail within the period limited by this Act to complete the railway the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the 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 the railway :

Imposing penalty unless railway opened within time limited.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in respect of the railway in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 :

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as 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 Company was prevented from completing or opening the 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.

21. 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 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 Company by this Act 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 High Court may seem fit :

Application of penalty.

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

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Power to alter bridges make new roads alterations of roads footpaths &c.

22. Subject to the provisions of this Act the Company may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the widenings and lengthening of bridges and the new roads footpaths and other works and may stop up and discontinue the portions of roads streets and footpaths and exercise the other powers herein-after mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say):—

They may execute the works following namely:—

The widening of the bridges which carry the Company's railway over the railway roads streets and rivers specified in the next following table in the parishes townships and counties therein mentioned viz. :—

Railway Road Street or River.	Side of Bridge on which Widening is to be made.	Parish or Parishes.	County.
(1) Plymouth Devonport and South-western Junction Railway.	South-western	Saint Budeaux	Devon.
(2) Road from Bridgend to Maesteg about 1 chain south-west of the post on the Company's Llynvi and Ogmore Railway indicating $3\frac{1}{4}$ miles from Bridgend.	South-eastern	Newcastle	Glamorgan.
(3) River Llynfi about $8\frac{1}{2}$ chains south-eastward of the post on the said railway indicating $3\frac{1}{2}$ miles from Bridgend.	North-eastern	Llangynwydd and Bettws.	Glamorgan.
(4) Road from Bridgend to Maesteg about 1 chain southward of the post on the said railway indicating $3\frac{3}{4}$ miles from Bridgend.	Eastern	Bettws	Glamorgan.
(5) River Llynfi about $2\frac{1}{2}$ chains northward of the post on the said railway indicating $3\frac{3}{4}$ miles from Bridgend.	Eastern	Bettws and Llangynwydd.	Glamorgan.
(6) River Llynfi about $1\frac{1}{2}$ chains north-westward of the post on the said railway indicating 6 miles from Bridgend.	North-eastern	Llangynwydd	Glamorgan.

Railway Road Street or River.	Side of Bridge on which Widening is to be made.	Parish or Parishes.	County.
(7) River Llynfi about $3\frac{1}{2}$ chains north-westward of the post on the said railway indicating $6\frac{1}{4}$ miles from Bridgend.	North-eastern	Llangynwydd and Bettws.	Glamorgan.
(8) River Llynfi about $7\frac{1}{2}$ chains north-westward of the post on the said railway indicating $6\frac{3}{4}$ miles from Bridgend.	North-eastern	Llangynwydd	Glamorgan.
(9) River Llynfi about 6 chains south-eastward of the post on the said railway indicating 7 miles from Bridgend.	North-eastern	Llangynwydd	Glamorgan.
(10) Gas Street Maesteg -	North-eastern	Llangynwydd	Glamorgan.
(11) River Llynfi about $1\frac{1}{2}$ chains south-eastward of the post on the said railway indicating 8 miles from Bridgend.	North-eastern	Llangynwydd	Glamorgan.
(12) Road from Bridgend to Maesteg about $9\frac{1}{2}$ chains north-westward of the post on the said railway indicating 8 miles from Bridgend.	North-eastern	Llangynwydd	Glamorgan.
(13) South Parade Maesteg -	North-eastern	Llangynwydd	Glamorgan.

The lengthening at the south-western end of the bridge which carries the public road over the Llynvi and Ogmere Railway of the Company about 4 chains north-westward of the post on that railway indicating $7\frac{1}{2}$ miles from Bridgend in the parish of Pyle in the county of Glamorgan:

They may stop up and discontinue the portions of roads streets and footpaths and make the new roads streets and footpaths and other works and exercise the other powers herein-after described (that is to say):—

In the county of Berks—

So much as lies between the boundaries of the Company's property of the road in the parish of Uffington which crosses the railway of the Company on the level about 1 chain westward of the western end of the platform at Uffington Station and in lieu thereof they may make a new road in the said township and parish commencing by a junction with the said existing road at a point about 5 chains north-westward of the north-western end of such level crossing and terminating by a junction with the said existing road about $8\frac{1}{2}$ chains south-eastward of the south-eastern end of the said level crossing:

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In the county of Hereford—

So much as lies between the boundaries of the Company's property of the footpath in the parish of Humber which crosses the Leominster and Bromyard Railway of the Company on the level about 8 chains south-westward of the termination of that railway at Steen's Bridge and in lieu thereof they may make a new footpath commencing at or near the south eastern end of the said level crossing and terminating in the public road leading from Steen's Bridge to Bromyard about $1\frac{1}{2}$ chains south-eastward of the termination of the said Leominster and Bromyard Railway :

In the county of Devon—

So much as lies between the boundaries of the Company's property of the road from Exeter to Silverton in the parish of Stoke Canon which crosses the railway of the Company on the level about $3\frac{1}{2}$ chains north-eastward of the post on that railway indicating $190\frac{1}{4}$ miles from Paddington and in lieu thereof they may make a new road over the railway commencing by a junction with the existing road from Exeter to Silverton about $14\frac{1}{2}$ chains south-westward of the said crossing and terminating by a junction with the said existing road at or near the north-western end of such crossing :

In the county of Cornwall—

So much as lies between the boundaries of the Company's property of the following roads in the parish of Phillack which cross the Company's railway on the level :—

- (a) The road from Helston to Hayle at Copper House level crossing about 4 chains north-eastward of the post on the said railway indicating $318\frac{3}{4}$ miles from Paddington ;
- (b) The road from Hayle to High Lanes at High Lanes level crossing about 14 chains south-westward of the last-mentioned post ;
- (c) The road from Bodriggy Villas to Bodriggy at Bodriggy level crossing adjoining the post on the said railway indicating 319 miles from Paddington :

And in lieu thereof they may make in the said parish the new roads herein-after described viz. :—

- (a) A new road commencing at the said road from Helston to Hayle about 1 chain south-eastward

of the Copper House level crossing and terminating in Bodriggy Street at the southern end of Chapel Lane ;

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(b) A new road commencing at the road from High Lanes to Hayle about 1 chain south-eastward of the High Lanes level crossing and terminating in the road from Bodriggy Villas to Bodriggy about 2 chains south-westward of the Bodriggy level crossing ; and

(c) A new road commencing at the new road last above described about 4 chains from the commencement thereof and terminating in Bodriggy Street opposite the north-western end of the road leading from High Lanes to Hayle :

In the county of Glamorgan—

So much of (a) the road in the parish of Swansea which passes under the Swansea and Neath Railway of the Company about $1\frac{1}{2}$ chains westward of the Company's East Dock Station at Swansea as lies between the road from Swansea to Neath which passes the entrance to the said station and the railway and sidings of the Swansea Harbour Trustees and (b) the road leading from the said road to be stopped up to the said railway and sidings of the said trustees and in lieu thereof they shall make and maintain a footbridge not less than 4 feet wide in the clear with a headway of not less than 14 feet 6 inches commencing at the highway on the northern boundary of the Company's property about $1\frac{1}{2}$ chains eastward of the south-east corner of Lewis Street passing over the Company's railway the railway of the Rhondda and Swansea Bay Railway Company (to authorise the construction of which a Bill is now pending in Parliament) and the railway and sidings of the Swansea Harbour Trustees and terminating at or near the lands wharves or quays of the Prince of Wales Dock of the Swansea Harbour Trustees and the costs of making and maintaining the said footbridge shall be borne and paid in equal proportions as follows One-third by the Company one-third by the Rhondda and Swansea Bay Railway Company and the remaining third by the Swansea Harbour Trustees and the said bridge shall be under the control of the said trustees and shall be open to be used by all persons going to or coming from the harbour docks and works of the

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said trustees or the railways or works of the Company or of the said Rhondda and Swansea Bay Railway Company respectively to the same extent and subject in all respects to the same rights and powers of the said trustees as the roads of the said trustees on the western part of the Prince of Wales Dock are now used and subject and the Company and the Rhondda and Swansea Bay Railway Company shall be respectively entitled to make and maintain at their own cost an access from their respective railways to the said footbridge:

Provided always that the Company shall at all times afford to the Midland Railway Company their officers and servants access to the site of the said road to be stopped up for the purpose of repairing maintaining and renewing the gas and water mains belonging to that Company now laid under or along the said portion of road and if in consequence of the works of the Company it shall become necessary to alter the position of the said pipes or mains such alteration shall be effected by and at the expense of the Company to the reasonable satisfaction of the engineer for the time being of the Midland Railway Company and in such manner as to cause no injury or interruption to the supply of gas and water through the said mains. If any difference shall arise between the Company and the Midland Railway Company as to the true intent and meaning of this proviso the same shall be settled by an engineer to be appointed by the Board of Trade on the application of the Midland Railway Company or the Company:

So much of the road in the said parish which passes under the said railway of the Company about 23 chains from the eastern end of the platform at the said station as lies between the road from Swansea to Neath and the northern boundary of the property of the Swansea Harbour Trustees:

In the county of Carmarthen—

So much of the road in the parish of Llanelly which crosses the railway of the Company on the level near the western end of the Company's Bynea Station as lies between a point on the said road about 2 chains northward of the said crossing and the junction of the said road with the main road leading from Llanelly to Loughor and in lieu thereof they may make a new road to be wholly situate in the parish of

Llanelly commencing by a junction with the first-mentioned road about 2 chains northward of the said crossing and terminating by a junction with the said main road about 1 chain north-westward of the bridge carrying such road over the railway of the Company near the western end of the Bynea Station :

The archway in the parish of Llanelly under the main road leading from Llanelly to Loughor near the western end of Bynea Station and in lieu thereof they may make a new road to be wholly situate in the parish of Llanelly commencing by a junction with the said main road about $1\frac{1}{2}$ chains south-eastward of the bridge carrying such road over the railway of the Company near the western end of the Bynea Station and terminating by a junction with the existing road which passes through the said archway about 3 chains from the south-western end of the archway :

In the county of Devon—

They may fill up and reclaim so much of Waterhead Creek or the estuary called Waterhead Creek in the parish of Kingswear as lies to the southward of the embankment herein-after described and between a point at or near the Boat House which is situate about 1 chain north-eastward of the sewage tank near to the said creek and the railway of the Company at or near the southern end of the bridge which carries that railway over the entrance from Dartmouth Harbour to the said creek and they may make an embankment (herein-after referred to as "the new embankment") and footpath in the parishes of Kingswear and Brixham in the same county commencing at or near the said first-mentioned point and terminating by a junction with the road leading from Brixham to Hoo Down Ferry at or near the point where such road crosses the railway on the level and may also make a footpath in the said parishes commencing on the western side of the railway at the southern end of the said existing bridge and terminating by a junction with the said existing road about 15 yards southward of the point where it crosses the said railway and all necessary steps and other conveniences connected with the said footpaths and they may stop up and discontinue all rights of way navigation passage or mooring of boats

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in on or over the said portion of the said creek and over the foreshore quay and slope between the foot-bridge herein-after described and the south western end of the Company's quay near Kingswear Ferry and may stop up and discontinue all steps and approaches to the said portion of creek and all other rights over or affecting such portion of creek or the access thereto And when and so soon as the Company shall have constructed to the reasonable satisfaction of the parish council of Kingswear a footbridge over their railway to give access from the Kingswear and Brixham Road to the foreshore on the west side of the railway they may stop up and discontinue all rights of way or passage (if any) over or along the railway or railway embankment quays and other property of the Company between the new embankment and the south-western end of the Company's quay near Kingswear Ferry Provided always that the Company shall provide a right of footway 6 feet in width along the south-western end of the said quay to give access from the passage under the Dart Yacht Club Hotel to the landing steps to be erected by the Company at the south-west corner of the said quay and shall erect and maintain an unclimbable fence on each side of such footway.

Power to
Company to
acquire
additional
lands.

23. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may from time to time enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto:—

In the county of Essex—

Certain lands in the parishes of East Ham and West Ham lying between the passenger lines of the London and Saint Katharine Docks Company adjoining the Albert Dock and the Victoria Dock Cut of that company and extending from Connaught Road to a point about 3 chains westward of the western end of the platforms at the central station on the said passenger lines:

In the county of Berks—

Certain lands in the parish of Pangbourne on the south-western side of the Company's railway and adjoining thereto and

extending from a point about $2\frac{1}{2}$ chains south-eastward of the post on the said railway indicating $41\frac{3}{4}$ miles from Paddington for a distance of about $34\frac{1}{2}$ chains in a north-westerly direction :

In the county of Devon—

Certain lands in the parish of Saint Thomas the Apostle on the eastern side of the Company's railway and adjoining thereto and extending from a point about 9 chains southward of the post on that railway indicating 194 miles from Paddington for a distance of about 13 chains in a southerly direction :

Certain lands in the parish of Saint Budeaux on the south-western side of the Company's railway and adjoining thereto and extending from a point about 3 chains south-eastward of the post on that railway indicating $250\frac{1}{4}$ miles from Paddington for a distance of about 14 chains in a north-westerly direction :

In the county of Cornwall—

Certain lands in the parish of Saint Germans on the south-western side of the Company's railway and adjoining thereto and extending from a point about 3 chains north-westward of the post on that railway indicating $260\frac{1}{2}$ miles from Paddington for a distance of about 19 chains in a north-westerly direction :

Certain other lands in the said parish on the south-western side of the Company's railway and adjoining thereto and extending from a point about 10 chains south-eastward of the post on that railway indicating $261\frac{1}{4}$ miles from Paddington for a distance of about 36 chains in a north-westerly direction :

Certain lands in the parish of Menheniot on the north-eastern side of the Company's railway and adjoining thereto and extending from a point about 4 chains south-eastward of the post on that railway indicating 262 miles from Paddington for a distance of about 26 chains in a north-westerly direction :

Certain other lands in the said parish on the southern side of the Company's railway and adjoining thereto and extending from a point about 2 chains westward of the post on that railway indicating $262\frac{1}{4}$ miles from Paddington for a distance of about 18 chains in a westerly direction :

Certain other lands in the said parish on the north-eastern side of the Company's railway and adjoining thereto and extending from a point about 4 chains north-westward of the

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post on that railway indicating $262\frac{3}{4}$ miles from Paddington for a distance of about 24 chains in a north-westerly direction :

Certain other lands in the said parish on the north-eastern side of and adjoining the Company's railway and extending from a point near to the post on that railway indicating $264\frac{1}{2}$ miles from Paddington for a distance of about 9 chains in a north-westerly direction :

Certain other lands in the said parish on the south-western side of the Company's railway and adjoining thereto and extending from a point about 4 chains westward of the post on that railway indicating $262\frac{3}{4}$ miles from Paddington for a distance of about 1 mile and 65 chains in a north-westerly direction :

Certain lands in the parish of Saint Stephen in Brannel on the north-western side of the Company's railway and adjoining thereto and extending from a point about $6\frac{1}{2}$ chains south-westward of the post on that railway indicating $288\frac{3}{4}$ miles from Paddington for a distance of about 12 chains in a south-westerly direction :

Also certain other lands in the said parish on the southern side of the said railway and adjoining thereto and extending from a point about 4 chains westward of the post on that railway indicating 290 miles from Paddington for a distance of about 5 chains measured in a westerly direction :

Also certain other lands in the said parish on the north-western side of the Company's railway and adjoining thereto and extending from a point about $5\frac{1}{2}$ chains north-eastward of the post on that railway indicating 291 miles from Paddington and extending for a distance of about $13\frac{1}{2}$ chains in a south-westerly direction :

Also certain other lands in the said parish on the north-western side of the said railway and adjoining thereto and extending from a point about 8 chains south-westward of the post on that railway indicating $291\frac{1}{4}$ miles from Paddington for a distance of about $9\frac{1}{2}$ chains in a south-westerly direction :

Certain lands in the parish of Probus on the north-western side of the Company's railway and adjoining thereto and extending from a point about 7 chains north-eastward of the post on that railway indicating 293 miles from Paddington for a distance of about $12\frac{1}{2}$ chains in a south-westerly direction :

Certain lands in the parish of Kenwyn on the southern side of the Company's railway and adjoining thereto and extending from the said railway for a distance of about 5 chains in a southerly direction and for a distance of about 2 chains from

the eastern end of the goods shed of the Company at Truro in an easterly direction : A.D. 1895.

In the county of Monmouth—

Certain lands in the parishes of Saint Mellons and Rumney on the south-eastern side of the Company's railway and adjoining thereto and extending from a point opposite the post on that railway indicating 166 miles from Paddington for a distance measured along the said railway of about 1 mile 68 chains in a south-westerly direction :

In the county of Glamorgan—

Certain lands in the township of Tythegston Higher in the parish of Tythegston on the south-western side of the Company's Llynvi and Ogmere Railway and adjoining thereto and extending from a point about $6\frac{1}{2}$ chains south-westward of the post on that railway indicating $8\frac{1}{4}$ miles from Bridgend for a distance of about $46\frac{1}{2}$ chains in a north-westerly direction :

And certain other lands in the said township and parish on the northern side of the said railway and adjoining thereto and extending from a point about $1\frac{1}{2}$ chains westward of the post on that railway indicating $6\frac{1}{4}$ miles from Bridgend for a distance of about 27 chains in an easterly direction :

Certain other lands in the said township and parish on each side of the Company's said railway and adjoining thereto and extending from a point about 14 chains westward of the post on that railway indicating $5\frac{3}{4}$ miles from Bridgend for a distance of about $16\frac{1}{2}$ chains in an easterly direction :

Certain lands in the parish of Pyle on the south-western side of the Company's Llynvi and Ogmere Railway and adjoining thereto and extending from a point about 9 chains south-eastward of the post on that railway indicating $7\frac{1}{2}$ miles from Bridgend for a distance of about 43 chains in a northerly direction :

Certain lands in the parish of Pyle and in the township of Tythegston Higher in the parish of Tythegston on the north-eastern side of the Company's Llynvi and Ogmere Railway and adjoining thereto and extending from a point about 9 chains south-eastward of the post on that railway indicating $7\frac{3}{4}$ miles from Bridgend for a distance of about 23 chains in a north-westerly direction :

Certain lands in the parish of Laleston and in the township of Tythegston Higher in the parish of Tythegston on each side of the Company's railway and adjoining thereto and extending from a point about 18 chains westward of the post on

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that railway indicating $5\frac{1}{4}$ miles from Bridgend for a distance of about 21 chains in an easterly direction :

Certain lands in the parishes of Laleston and Newcastle on the north-eastern side of the Company's Llynvi and Ogmere Railway and adjoining thereto and extending from a point about 17 chains north-westward of the post on that railway indicating $4\frac{1}{2}$ miles from Bridgend for a distance of about 9 chains in a south-easterly direction :

Certain lands in the parish of Newcastle on the southern side of the Company's Llynvi and Ogmere Railway and adjoining thereto and extending from a point near to the post on that railway indicating $4\frac{1}{2}$ miles from Bridgend for a distance of about 28 chains in an easterly direction :

And certain other lands in the said parish on the southern side of the Company's said railway and adjoining thereto and extending from a point about 10 chains westward of the post on that railway indicating $3\frac{3}{4}$ miles from Bridgend for a distance of about $34\frac{1}{2}$ chains in an easterly direction :

Certain lands in the township of Llangynwydd Lower in the parish of Llangynwydd on the north-eastern side of the Company's Llynvi and Ogmere Railway and adjoining thereto and extending from a point about 7 chains south-eastward of the post on that railway indicating $4\frac{1}{2}$ miles from Bridgend for a distance of about 11 chains in a north-westerly direction :

Certain lands in the parish of Swansea partly occupied by the Company's railway and bounded on the northern side by Fabian Street and on the southern side by the lands and works of the Swansea Harbour Trustees and situate about 2 chains eastward of the eastern end of the Low Level Bridge over the New Cut :

In the County of Carmarthen—

Certain lands in the parish of Llanelly on the northern side of the Company's Llanelly Railway and adjoining thereto and extending from the level crossing at the western end of the Company's Bynea Station for a distance of about 1 chain in an easterly direction :

Certain other lands in the said parish on the southern side of the Company's said railway and adjoining thereto and extending from the said level crossing for a distance of about $6\frac{1}{2}$ chains in an easterly direction :

Certain lands in the parish of Llangunnor on the north-western side of the Company's Carmarthen and Cardigan Railway and adjoining thereto and extending from the southern end

of Carmarthen Bridge for a distance of about 12 chains in a south-westerly direction: A.D. 1895.

Certain other lands in the said parish on the south-eastern side of the Company's said railway and adjoining thereto and extending from a point about 3 chains south-westward of the south-western side of the level crossing adjoining Carmarthen Bridge for a distance of about 10 chains in a south-westerly direction:

Certain lands in the parish of Saint Peter Carmarthen on the south-eastern side of the Company's said railway and adjoining thereto and extending from a point nearly opposite the south-western end of the Company's goods shed at Carmarthen Station for a distance of about 22 chains in a north-easterly direction.

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

For the protection of the West Ham Corporation.

- (1.) Where any works to be done under or by virtue of this Act shall or may pass under over or by the side of so as to interfere with any river sewer drain pipe watercourse river wall defence or work under the jurisdiction or control of the corporation or shall or may in any way affect the sewerage or drainage of the borough the Company shall not commence such work unless they shall have given to the engineer of the borough at least one month's previous notice in writing of their intention to commence the same by leaving such notice at his office with a plan and section and other necessary particulars of the proposed construction of the said works so far as they interfere with any river sewer drain pipe watercourse river wall defence or work under the jurisdiction or control of the corporation and until the said engineer shall have signified his approval of the same unless such engineer fail to signify such approval or his disapproval or other directions within fourteen days after delivery or service of the said notice plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said engineer in the execution and also the subsequent maintenance of the said works so far as they are on land of the Company and shall provide by new altered or substituted works in such manner as the said engineer may reasonably deem necessary for the proper protection of and for preventing injury or impediment (so

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far as such injury or impediment may have been caused by the acts of the Company) to the rivers sewers drains pipes watercourses river walls defences and other works herein-before referred to and shall save harmless the corporation against all and every the expense to be occasioned thereby and all such works of the Company so far as they interfere with any river sewer drain pipe watercourse river wall defence or work under the jurisdiction or control of the corporation shall be done by or under the superintendence and control of the said engineer at the reasonable costs charges and expenses in all respects of the Company and all such costs charges and expenses which the said engineer may properly be put to by reason of the works of the Company whether in the execution of works the examination of plans or designs superintendence or otherwise shall be paid to the corporation by the Company on demand and when any new altered or substituted works aforesaid or any work connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter so far as they are on the land of the Company be maintained by the Company to the reasonable satisfaction of the said engineer and the said works shall be as fully and completely under the direction jurisdiction and control of the corporation as any river sewer drain pipe watercourse river wall defence or work now is or hereafter may be Provided that if any dispute shall arise as to the mode of executing any such works as aforesaid such matters in difference shall be referred to an arbitrator to be appointed by the President for the time being of the Institution of Civil Engineers whose decision shall be final :

(2.) The Company shall to the reasonable satisfaction of the engineer of the borough restore all sewers drains and pipes in the borough not otherwise by this section dealt with which shall be broken up damaged or disturbed by the Company in the execution of any works by this Act, authorised or in the exercise of any of the powers by this Act granted or provide instead other proper and sufficient sewers drains and pipes.

For the protection of the Coldrenick Estate.

25. The following provisions shall unless otherwise agreed apply and have effect for the protection of such parts of the Coldrenick Estate as are situate in the parishes of Saint Germans and Menheniot in the county of Cornwall of which estate Major-General John Jago-Trelawny is or claims to be tenant for life and for the protection of the said tenant for life and the trustees for the time being under the will of the late Charles Trelawny of Coldrenick or

other the owners for the time being of the said estate all of whom are meant by and included in the expression "the owner" in this section:—

- (1.) The Company shall not under the powers of this Act without the consent in writing of the owner enter upon or take any lands forming part of the said estate other than the lands coloured red on the plan signed by John William Mellor the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (which plan is herein-after referred to as "the signed plan" and of which one copy has been deposited in the Private Bill Office of the House of Commons) and such lands coloured red shall be used by the Company for the purpose only of widening their line and the necessary works connected therewith and for no other purpose whatever :
- (2.) The Company shall not without the consent in writing of the owner take for the purpose of side cutting in the construction of the works by this Act authorised any lands forming part of the estate other than the lands coloured blue on the signed plan (which said lands coloured blue shall be used only for side cutting and for no other purpose) and the excavation of the side cutting on the land coloured blue shall be completed within twelve months from the date of the Company entering thereon under the powers of this Act and such land shall be excavated to formation level of the second line of railway proposed to be constructed here and not lower :
- (3.) The lands coloured blue shall as soon as such excavation shall have been completed and at the latest at the expiration of five years from the passing of this Act be re-conveyed by the Company to the uses to which the lands from which the lands coloured blue were severed shall then stand limited free of charge by the Company for such re-conveyance :
- (4.) Subject as aforesaid the Company shall not acquire any portion of the Coldrenick Estate for temporary purposes unless with the consent of the owner :
- (5.) Where at the Tresulgan and Treviddo Viaducts respectively the new line as constructed is clear of the existing railway the Company shall if and when required by the owner plant with larch fir and oak such portions of the site of the existing railway as shall be clear of the new line but so that such planting shall not involve reasonable apprehension of detriment to the new line or to the working of the traffic thereon and the Company shall not erect any dwelling or hut for dwelling purposes

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on nor use for any purposes other than the maintenance user and working of their railway—

(a) Any of the lands of the owner;

(b) Any portion of the existing railway between the post on the said railway indicating $260\frac{1}{2}$ miles from Paddington and the western end of Coldrenick Viaduct; and

(c) Any portion of the existing railway between the posts on the said railway indicating respectively $262\frac{1}{4}$ and $262\frac{3}{4}$ miles from Paddington :

(6.) The Company shall plant and for ever after keep planted to the satisfaction of the owner the slope of the embankment between the points A and B on the signed plan :

(7.) Except as in this section expressly provided nothing in this Act shall authorise the Company to execute any works upon or through the Coldrenick Estate or to take use or otherwise interfere with any of the lands forming part of the said estate in contravention of the provisions of a deed dated the 27th day of September 1852 and of a deed dated the 3rd day of February 1858 and respectively made between Charles Trelawny of Coldrenick in the county of Cornwall of the one part and the Cornwall Railway Company of the other part :

(8.) The provisions of this section shall be in addition to and not in substitution for or in derogation from any other provisions of this Act or the Acts herewith incorporated which may enure for the protection or benefit of the owner.

26. Subject to the provisions of this Act the two Companies or either of them with as between themselves the consent of the other may make in the lines and according to the levels shown upon the deposited plans and sections relating thereto the bridge widenings herein-after described and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say) :—

In the county of Salop—

The widening on both sides of the viaduct which carries the railways of the two Companies over the River Severn at Shrewsbury in the parishes of Saint Mary and Holy Cross and Saint Giles :

The widening on both sides of the bridge which carries the railways of the two Companies over Cross Street Shrewsbury in the parish of Saint Mary :

Power to
two Com-
panies to
execute
works.

The widening on the northern side of the bridge which carries the railways of the two Companies over Castle Foregate Shrewsbury in the parish of Saint Mary :

And the two Companies or either of them with as between themselves the consent of the other may stop up and discontinue in the same county—

The existing bridge which passes under Howard Street Shrewsbury near to the south-eastern end of that street in the parish of Saint Mary and in lieu thereof may make a new bridge to be wholly situate in the said parish and county commencing about 25 yards south-westward of the principal entrance gate to the county gaol at Shrewsbury and terminating about 30 yards northward of the corner of the junction of Howard Street and Beacalls Lane :

So much of Howard Street Shrewsbury in the said parish of Saint Mary as extends for a distance of about 50 yards from the junction of that street with Castle Foregate and in lieu thereof may make a new street to be wholly situate in the said parish and county commencing by a junction with Castle Foregate about 18 yards southward of the junction of Wharf Road with Castle Foregate and terminating by a junction with Howard Street about 50 yards from the junction of that street with Castle Foregate.

27. Subject to the provisions of this Act and in addition to the other lands which the two Companies are by this Act authorised to acquire the two Companies or either of them with as between themselves the consent of the other may enter upon take use and appropriate for the purposes of the two Companies or either of them and for providing increased accommodation all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say):—

Power to two Companies to acquire additional lands.

In the parish of Saint Mary in the county of Salop—

Certain lands on the north-eastern side of and adjoining Howard Street Shrewsbury and on the north-western side of and adjoining Beacalls Lane :

Certain other lands lying between the railway from Crewe to Shrewsbury and Castle Foregate and extending from Cross Street in a north-easterly direction for a distance of about 400 yards measured along the said railway :

Certain other lands on the western side of and adjoining the railway from Chester to Shrewsbury and extending from Cross Street in a northerly direction for a distance of about 250 yards measured along the said railway :

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In the county of Hereford—

Certain lands in the parish of Moreton-on-Lugg and in the township of Amberley in the parish of Marden and on the eastern side of the Shrewsbury and Hereford Railway and adjoining thereto and extending from the northern side of the level crossing at the northern end of the Moreton Station for a distance of about 28 chains in a northerly direction :

Certain lands in the township of Amberley in the parish of Marden on the western side of the Shrewsbury and Hereford Railway and adjoining thereto and extending from the northern side of the level crossing at the northern end of the Moreton Station for a distance of about 2 chains in a northerly direction.

For the protection of the Corporation of Shrewsbury.

28. For the protection of the mayor aldermen and burgesses of the borough of Shrewsbury (in this section called "the corporation") the following provisions shall have effect unless otherwise agreed between the corporation and the two Companies (that is to say) :—

- (1.) The two Companies shall not in carrying out the widening of the bridge over Castle Foregate Shrewsbury by this Act authorised interfere with the existing arch bridge over Castle Foregate except as herein-after in this section expressly provided :
- (2.) The said widening shall be carried out by means of straight girders with a level soffit of the full width of the street and so that an opening for light shall be left between the existing arch bridge and the widening such opening to be at least twelve feet in width for the full extent of the street or of an area equivalent thereto :
- (3.) The widening of the bridge over Cross Street Shrewsbury by this Act authorised shall be carried out by means of straight girders with a level soffit of the full width of the street and so that on the western side thereof a space for light be left having a width of 5 feet at the southern abutment and tapering to nothing at the northern abutment :
- (4.) The two Companies shall face with white glazed bricks the whole of the abutments of the widenings of the said bridges and the abutments of the existing bridges up to about the level of the springing of the arches with the exception of a plinth course of blue bricks at street level not exceeding eighteen inches in height :
- (5.) The two Companies shall provide convenient spaces to enable the corporation to fix brackets for lighting purposes under the said bridges and no recesses shall be left in the abutments of

either of the said bridges when widened and no advertisements shall be fixed upon any glazed portions of the abutments other than advertisements relating to the traffic of the two Companies : A.D. 1895.

- (6.) In carrying out the widening of the viaduct over the River Severn at Shrewsbury by this Act authorised the two Companies shall construct the widened portions thereof by means of an iron or steel superstructure carried on cylinders so placed in the river as to interfere as little as may be with the free flow of the stream and the traffic on the river :
- (7.) Before commencing the widening of the said viaduct the two Companies shall give notice in writing to the corporation of their intention to commence the same and the corporation may by notice in writing to be given within three months after such notice by the two Companies to the corporation require the two Companies to construct at the cost of the corporation a footbridge across the river along the southern side of the viaduct Such footbridge to be constructed of the clear width of six feet and to be approached by a flight of steps at the eastern end thereof :
- (8.) The notice to be given by the two Companies to the corporation under the last preceding sub-section shall be accompanied by an approximate estimate of the cost of the said footbridge and steps and if the corporation give notice to the two Companies that they require the said footbridge to be constructed they shall at the same time deposit with the two Companies a sum equal to one moiety of the amount of such estimate and shall on the completion of the said footbridge and steps pay to the two Companies the remaining moiety of the said amount or such greater or less sum as shall with the sum previously deposited make up the amount of the cost of the said footbridge and steps :
- (9.) The corporation shall provide the land and carry out the works necessary for connecting the said steps with the Abbey Foregate near where the Shrewsbury and Hereford Railway crosses that street :
- (10.) The said footbridge and steps so far as the same are constructed by the two Companies at the cost of the corporation shall be maintained by the two Companies at the cost of the corporation and the corporation shall cleanse water watch and light the same at their own cost :
- (11.) The corporation may make byelaws for regulating the use of the said footbridge and approaches Any byelaws made under this sub-section shall be made under and according to

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the provisions with respect to byelaws contained in sections 182 to 186 (except so much thereof as relates to byelaws made by a rural sanitary authority) of the Public Health Act 1875 :

(12.) Before commencing any works by this Act authorised in over or affecting any streets in the borough of Shrewsbury the two Companies shall furnish plans sections and elevations thereof to the corporation for their consideration :

(13.) If any difference arise between the two Companies and the corporation under this section or touching anything to be done or not to be done or any moneys to be paid thereunder such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers and the costs of the reference shall be borne as he shall direct.

For the protection of the prison commissioners.

29. In carrying out the works at Shrewsbury by this Act authorised where the same adjoin or abut upon Her Majesty's prison at Shrewsbury (in this section called "the prison") the following provisions shall have effect (that is to say):—

(1.) The two Companies shall at their own cost underpin so much of the existing boundary wall of the prison as lies between the points marked M and N on the plan signed in triplicate by John William Mellor the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (herein-after referred to as "the said plan") and which portion is coloured blue on the said plan. Such underpinning shall be carried out by means of a wall in brickwork or masonry of a thickness of not less than five feet seven and a half inches founded upon a bed of concrete the surface of which bed shall be at least three feet below the level of the rails of the railway of the two Companies. The concrete shall be carried to such a depth as may be necessary in order to secure a good foundation :

(2.) The two Companies shall at their own cost construct an abutment or retaining wall between the points marked O and P and in the position shown on the said plan such abutment or retaining wall to be of brickwork or masonry and of a thickness of not less than five feet seven and a half inches and founded upon a bed of concrete the surface of which bed shall be at least three feet below the level of the rails of the railway of the two Companies. The concrete shall be carried to such a depth as may be necessary in order to secure a good foundation :

(3.) The two Companies shall leave a vacant space between the said abutment or retaining wall and the said underpinned

boundary wall under the portion of the surface of the ground which is hatched red on the said plan and shall at their own cost arch over the said space in accordance with the cross section A B annexed to the said plan :

- (4.) The two Companies shall in carrying out the said works maintain an effectual and convenient means of access for vehicles between Howard Street and the entrance to the prison Upon completion of the works the two Companies shall at their own cost restore the surface of the Dana and its boundary walls or parapets and pay the cost of the re-erection by the prison commissioners (in this section called "the commissioners") of the existing van shed within the prison :
- (5.) Before the two Companies commence any works under the powers of this Act affecting or likely to affect the structure or stability of the prison they shall give to the commissioners three months notice in writing of their intention so to do and such notice shall be accompanied by full and detailed plans sections and drawings of the works provided for by this section and no such work shall be commenced until the commissioners shall have signified their approval in writing of such plans sections and drawings and the commissioners shall within thirty days from such notice signify in writing to the two Companies their approval or disapproval of such plans sections and drawings or the mode of executing the works the reasonableness of such disapproval shall be referred to the determination of an engineer to be agreed upon between the commissioners and the two Companies or to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and if such engineer shall decide that such disapproval is reasonable then he shall determine the mode of executing the works and any damage done to the walls or buildings of the prison by reason of the mode of executing such works shall be made good by the two Companies at their own cost :
- (6.) The commissioners shall from time to time give to the two Companies all such facilities for carrying out the works provided for by this section (including the testing of the vibration herein-after referred to) as are consistent with the security of the prisoners and the prison regulations :
- (7.) Before commencing any of the works provided for by this section the two Companies may by notice in writing to the commissioners require them to agree upon an expert to test the amount of vibration caused by the traffic on the railways under

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then existing circumstances and if the commissioners fail for fourteen days after receipt of such notice to agree upon an expert then it shall be referred to an expert to be appointed on the application of either party by the Astronomer Royal to determine the amount of vibration so caused as aforesaid and the expert so agreed upon or appointed as aforesaid shall test the same and shall report the result to the commissioners and to the two Companies :

- (8.) If at any time within five years after the completion of the works provided for by this section the commissioners shall be of opinion that the vibration has increased to the detriment of the prison they may by notice in writing to the two Companies require them to agree upon an expert to ascertain whether the vibration has so increased and if the two Companies fail for thirty days after the receipt of such notice to agree upon an expert then the matter shall be referred to the determination of an expert to be appointed in the manner provided for by the last preceding sub-section. If the expert so agreed upon or appointed shall after investigation determine that the amount of vibration has increased beyond the amount stated in the report of the expert under the last preceding sub-section to such an extent as to be detrimental to the prison and shall so report to the commissioners and the two Companies then it shall be referred to an engineer to be agreed upon between the parties or to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers to determine what further works (if any) either within or outside the prison can or ought to be carried out for obviating or reducing the injurious effect of such increased vibration and the commissioners may execute any such further works within the prison (including if so determined by the said engineer the removal and rebuilding of the hospital and the adaptation of the hospital building for other purposes) and may require the two Companies to execute any such further works outside the prison and all such works whether within or outside the prison shall be carried out at the cost of the two Companies. If the engineer so agreed upon or appointed shall after investigation be of opinion that the injurious effect of such increased vibration cannot be entirely obviated by the execution of any such works as aforesaid the two Companies shall pay to the commissioners such compensation for the injury caused to the prison by such increased vibration as shall be determined by the award of two arbitrators one to be appointed by the commissioners and the other by the two

Companies or by an umpire to be appointed by such arbitrators pursuant to and in accordance with the provisions of the Arbitration Act 1889 or any then subsisting statutory modification thereof:

(9.) The two Companies shall at all times at their own cost maintain in good and substantial repair and condition all the works to be constructed or executed under sub-sections 1 2 and 3 or which may be executed by the two Companies outside the prison under sub-section 8 and shall repay to the commissioners the costs of maintaining in such repair and condition any works which may be executed by the commissioners within the prison under the last-mentioned sub-section other than any repairs to the new hospital if removed as contemplated by sub-section 8:

(10.) All costs and expenses of and in relation to the testing of vibration under this section and the fees payable to any engineer or expert appointed to determine or arbitrate on any question mentioned in sub-sections 5 7 and 8 shall be borne and paid by the two Companies.

30. The powers of this Act for the compulsory purchase of lands by the Company or by the two Companies (as the case may be) shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

31. Subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway the site and soil of the portions of roads streets and footpaths stopped up and discontinued under the authority of this Act and the fee simple and inheritance thereof shall (except where by this Act otherwise provided) if the Company or the two Companies (as the case may be) are or if and when under the powers of this Act or of any other Act relating to the Company or the two Companies (as the case may be) already passed they become the owners of the lands on both sides thereof be wholly and absolutely vested in the Company or the two Companies (as the case may be) and they may appropriate the same to the purposes of their respective undertakings. As to vesting of site and soil of portions of roads stopped up.

32. All rights of way over or along the portions of roads streets or footpaths which shall under the provisions of this Act be stopped up and all rights of way over any of the lands which shall under the compulsory powers of this Act be purchased or acquired shall be and the same are hereby extinguished. Extinguishment of rights of way.

33. No road street or footpath or portion of road street or footpath which is by this Act authorised to be stopped up shall Roads not to be stopped

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—
up till
substituted
work com-
pleted.

be so stopped up unless and until the new road street or footpath (if any) which is by this Act authorised to be substituted therefor is completed to the satisfaction of two justices and opened to the public :

Provided that the Company or the two Companies (as the case may be) shall before applying to such justices for their certificate that such road street or footpath is completed to their satisfaction give seven days notice in writing of their intention to apply for the same to the road authority of the district in which such road street or footpath is situate.

Provision as
to repair of
new roads
and foot-
paths.

34. The new roads streets and footpaths to be made under the authority of this Act (other than roads streets or footpaths made or diverted for the purposes of any new railway authorised by this Act and in the case of other roads streets or footpaths except the stone iron or other structure of any bridge carrying the same over or under any railway which structure shall be repaired and maintained by and at the expense of the Company) shall unless otherwise agreed or otherwise specially provided by this Act when made and completed respectively from time to time be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portions of the same roads streets and footpaths now devolves.

Power to
make agree-
ments as to
the con-
struction or
contribution
towards the
cost of new
roads &c.

35. The Company or the two Companies (as the case may be) may enter into and carry into effect agreements with the parties having the charge management or control of the roads streets or footpaths or any of them portions whereof shall under the provisions of this Act be stopped up with reference to the construction or contribution towards the cost of any new road street or footpath to be substituted therefor and with reference to any other matters relating thereto and if so agreed the Company or the two Companies (as the case may be) may delegate to such parties as aforesaid the power of constructing all or any of such new roads streets or footpaths in which they may be interested except the stone iron or other structure of any bridge over or under any railway.

Power to
owners to
grant ease-
ments.

36. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company or to the two Companies (as the case may be) any easement right or privilege (not being an easement right or privilege of water in which persons other than the parties to the agreement have an interest) required for any of the purposes of this Act to be executed by them respectively in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are

applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. A.D. 1895.

37. The Company or the two Companies (as the case may be) may in constructing the new roads streets and footpaths by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the new roads streets and footpaths shown on the deposited sections to any extent not exceeding three feet but not so as to increase the rate of inclination of any new road or street as shown on the said sections :

Power to deviate in construction of new roads footpaths &c.

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

38. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable accordingly with costs.

Works below high-water mark not to be commenced without consent of Board of Trade.

39. And whereas in the exercise by the Company or by the two Companies of the powers conferred upon them respectively by this Act it may happen that portions only of the lands buildings or manufactories shown on the deposited plans will be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto :

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

Therefore the owners of and other persons interested in the lands buildings or manufactories described or referred to in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed

A.D. 1895. compensation shall be submitted be severed from the remainder of such properties without such material detriment as aforesaid be required to sell and convey to the Company or to the two Companies as the case may be the portions only of their premises so required without the Company or the two Companies as the case may be being obliged or compellable to purchase the whole or any greater portion thereof the Company or the two Companies as the case may be paying for the portions required by them and making compensation for any damage sustained by the owners [thereof and other parties interested therein by severance or otherwise. If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company or the two Companies as the case may be that he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company or the two Companies as the case may be may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company or the two Companies as the case may be allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them. Provided always that if in the opinion of the said tribunal any such portions cannot be severed from the remainder of such property without such material detriment the Company or the two Companies as the case may be may withdraw their notices to treat for the portion or portions of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice. Provided also that if in the opinion of such tribunal any such portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person. The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained. The provisions of this section shall be stated in every notice given thereunder by the Company or by the two Companies as the case may be to sell and convey any premises :

Provided always that as regards the property mentioned in the said schedule and numbered on the deposited plans 30 in the parish of Llanhilleth the provisions of this section shall not apply in the event of the Company requiring to take (otherwise than by agreement) any part of the public house and outbuildings forming part of that property or any part of the land adjoining nearer than 20 feet to the back of such public house.

40.—(1.) The Company or the two Companies shall not under the powers of this Act or under the powers of any former Act revived or extended by this Act purchase or acquire in any city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were or at any time since any such day have been or hereafter shall be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company or Companies exercising the said powers—

Restrictions
on displacing
persons of
labouring
class.

(a) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(b) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

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Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the High Court.

(5.) If the Company or the two Companies acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company or the two Companies may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company or the two Companies for the purposes of any scheme under this section in the same manner in all respects as if the Company or Companies exercising the said powers were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company or the two Companies may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company or the two Companies in pursuance of any scheme under this section shall for a period of twenty-five years

from the date of the scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment : A.D. 1895.

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions if any as they may see fit.

(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company or the two Companies for the purpose of any scheme under this section.

(9.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10.) The Company or Companies exercising the said powers shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11.) Any houses on any of the lands shown on the plans deposited with reference to this Act or any former Act the powers of which are revived or extended by this Act occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company or the two Companies and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company or the two Companies shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the

A.D. 1895. opinion of the Local Government Board they might have been sufficient to accommodate.

(12.) For the purposes of this section the expression "labouring class" includes mechanics artificers labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Revival of powers for acquisition of lands for Railway No. 7 authorised by Act of 1883.

41. The powers of the Company for the compulsory purchase of lands for the purposes of Railway No. 7 authorised by the Great Western Railway Act 1883 as amended by the Great Western Railway Act 1886 the Great Western Railway Act 1890 and the Great Western Railway Act 1892 are hereby revived and may be exercised by the Company during a period of three years from the passing of this Act and after the expiration of that period shall cease.

Extension of time for construction of Railway No. 7 authorised by Act of 1883.

42. The powers of the Company for the construction of Railway No. 7 authorised by the Great Western Railway Act 1883 as amended by the Great Western Railway Act 1886 the Great Western Railway Act 1890 and the Great Western Railway Act 1892 are hereby extended and may be exercised by the Company during but not after the expiration of three years from the twentieth day of August one thousand eight hundred and ninety-seven and sections 30 and 31 of the Great Western Railway Act 1883 and section 31 of the Great Western Railway Act 1892 shall be read and construed as if the period by this Act limited for the completion thereof had been the period limited by the last-mentioned Act:

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

Revival and extension of powers for construction of Railway No. 2 authorised by Act of 1889.

43. The powers of the Company for the construction of Railway No. 2 authorised by the Great Western Railway Act 1889 are hereby revived and extended and may be exercised by the Company during but not after the expiration of three years from the passing of this Act and sections 16 and 17 of the said Act of 1889 shall be read and construed, as if the period by this Act limited for the completion thereof had been the period limited by that Act except that no part of any penalty incurred in respect of the said railway under those sections shall be applied for by the solicitor to the Treasury or

forfeited to Her Majesty but all sum or sums of money to be recovered by way of penalty under the said sections shall (subject to the application thereof in payment of compensation or for the benefit of creditors as provided in the said section 17) be repaid to the Company :

A.D. 1895.

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

44. And whereas the Company have from time to time purchased or acquired lands with or without buildings thereon adjoining or near to their railway or a station belonging solely or jointly to them but which lands are not immediately required for the purposes of their undertaking and it is expedient that the Company should be relieved from the obligation under certain circumstances to sell the same as superfluous lands :

Provision with respect to superfluous lands.

Therefore nothing in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company with which that Act is incorporated with respect to the sale of superfluous lands shall until the expiration of ten years from the passing of this Act be held to apply to any lands with or without any building thereon and the appurtenances thereto acquired by the Company in the parishes enumerated in the Second Schedule to this Act any part of which adjoins the Company's railway or any station belonging solely or jointly to them or is situate within one mile of any station on the said railway And the Company may during the same period of ten years from the passing of this Act continue to hold such lands buildings and appurtenances although not immediately required for the purposes aforesaid But they shall at the expiration of such period of ten years sell and dispose of all parts of such lands which shall not then have been applied to or are not then required for the purposes of their undertaking.

45. The agreement dated the twenty-ninth day of March 1895 and made between the West Bromwich Corporation of the one part and the Company of the other part as set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Confirming agreement with West Bromwich Corporation.

46. The agreement dated the second day of May 1895 and made between the Company of the one part and the Upper Stour Valley Main Sewerage Board of the other part as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Confirming agreement with Upper Stour Valley Main Sewerage Board.

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Agreements
with Lam-
bourn Com-
pany.

47. The Company on the one hand and the Lambourn Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into agreements and arrangements with respect to the maintenance management use and working by the Company of the railway or tramroad of the Lambourn Company.

Short dis-
tance charge
in case of
working
agreement.

48. During the continuance of any agreement to be entered into under the provisions of this Act for the working of the railway or tramroad of the Lambourn Company by the Company the railways of those two companies shall for the purpose of short distance rates and charges be considered as one railway and in estimating the amount of rates fares and charges in respect of passengers conveyed partly on the railway of the Company and partly on the railway or tramroad of the Lambourn Company for a less distance than three miles rates fares and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic conveyed partly on the railway of the Company and partly on the railway or tramroad of the Lambourn Company the Lambourn Company shall be deemed to be a company connected with the Company and specified in the Appendix to the Schedule to the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891.

Conversion
of Lambourn
Valley Rail-
way into
tramroad and
alterations of
levels.

49. Notwithstanding anything contained in any of the Acts relating to the Lambourn Company or any Act incorporated therewith the Lambourn Company may with the consent of the Board of Trade and subject to such conditions and restrictions (if any) with regard to the mode of constructing working and using the same as the Board of Trade may prescribe complete the construction of their authorised line as a tramroad instead of a railway and may maintain and work the same as a tramroad and in connexion with their said railway or tramroad they may subject to the provisions of this Act in accordance with the sections relating thereto which have been deposited with the clerk of the peace for the county of Berks alter the levels of the portions of the said railway or tramroad herein-after described and may carry the same across and on the level of the roads herein-after mentioned (that is to say) :—

- (1.) So much of the said railway or tramroad in the parish of Lambourn in the county of Berks as lies between points thereon respectively 3 furlongs and 1 mile 6 furlongs or thereabouts from the commencement of the railway as shown upon the plans deposited for the purposes of the Lambourn Valley

Railway Act 1883 and the Lambourn Valley Railway Certificate 1890 with the clerk of the peace for the said county and crossing on the level the roads numbered on the said plans of 1883 17 25 and 49 in the said parish :

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(2.) So much of the said railway or tramroad in the parish of Speen in the same county as lies between points respectively 10 miles 3 furlongs and 11 miles or thereabouts from the commencement of the railway shown as aforesaid and crossing on the level the road numbered on the said plans of 1883 19A in the said parish :

Provided always that the Lambourn Company shall not construct their authorised line across and on the level of the said roads numbered 17 and 25 in the parish of Lambourn and 19A in the parish of Speen unless such authorised line is completed as a tramroad instead of a railway.

50. For the purposes of section 6 of the Lambourn Valley Railway Act 1888 the portion of the railway from Newbury to Boxford therein referred to shall be deemed to have been constructed within the meaning of that section when and so soon as the same is constructed up to the formation level thereof.

Amending borrowing powers of Lambourn Company.

51. The Company from time to time by the order of any general meeting of the Company may create and issue new shares or stock for such additional capital as they shall think necessary not exceeding three hundred thousand pounds exclusive of the other capital and other moneys which they are or may be authorised to create and issue or raise by this or any other Act or Acts of Parliament and the Company may create and issue such new shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

Power to raise additional capital.

52. Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may from time to time in issuing any portion of the additional capital by this Act authorised dispose of all or any of the shares or stock representing the same at such times to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company.

As to disposal of new shares or stock.

53. If the Company after having created any new shares or stock under the provisions of this Act or any other Act or Acts of Parliament relating to the Company or to any company amalgamated therewith determine not to issue the whole of the shares or stock created they may cancel the unissued shares or stock and may from time to time thereafter create and issue instead thereof other new shares or stock of an aggregate amount not exceeding the aggregate amount of the shares or stock so cancelled and in like manner the

Power to cancel unissued shares or stock.

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Company may create and issue new shares or stock in lieu of any new shares or stock which may have been issued and redeemed or in lieu of any certificate entitling the holder to be registered in respect of shares or stock.

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

54. The Company shall not issue any share 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.

Except as otherwise provided new shares or stock to be subject to same incidents as other shares or stock.

55. Except as by or under the powers of this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be entitled and subject to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company and the new shares or stock were shares or stock in that capital. The capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on new shares or stock.

56. Every person who becomes entitled to new shares or stock of the Company under this Act shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or stock.

Restriction as to votes in respect of preferential shares or stock.

57. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock of the Company to which a preferential dividend shall be assigned.

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

58. Subject to the provisions of any Act already passed by which the Company are authorised to create new shares or stock not already issued and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to create and issue capital by new shares or stock the Company may if they think fit create and issue new shares or stock of one and the same class for all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to create and issue by the creation and issue of new shares or stock.

Power to borrow.

59. The Company may in respect of the additional capital of three hundred thousand pounds which they are by this Act authorised to create and issue from time to time borrow on mortgage of their

undertaking any sum not exceeding in the whole one hundred thousand pounds but no part thereof shall be borrowed until shares for so much of the said capital as is to be created by means of shares are issued and accepted and one half of such capital is paid up and the 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 the whole of that capital have been issued and accepted and that one half of that capital has been paid up and that not less than one-fifth part of the amount of each separate share in that capital has been paid on account thereof before or at the time of the issue or acceptance thereof or until stock for one half of so much of the said additional capital as is to be created by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or 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.

60. The Company may subject to the provisions of Part III. of the Companies Clauses Act 1863 create and issue debenture stock but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Company may issue debenture stock.

61. All mortgages or bonds granted before the passing of this Act by the Company or by or in the name of any company whose undertaking is under the powers of any Act of Parliament purchased by the Company or amalgamated with the undertaking of or vested in the Company shall during the continuance of such mortgages or bonds and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted have priority over all mortgages granted after the passing of this Act by the Company But nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Mortgages already granted by Company to have priority.

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Application
of moneys
raised by
Company.

62. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall unless otherwise provided by this Act be applied only to the purposes of this Act to be carried into effect by the Company and to the general purposes of the undertaking of the Company being in every case purposes to which capital is properly applicable.

Power to
Company to
apply surplus
moneys to
purposes of
Act.

63. The Company may from time to time apply to all or any of the purposes of this Act to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose or which being so made applicable are not required for the special purpose. And the Company may from time to time for the purposes of this Act and for the general purposes of their undertaking and for the more efficient working of their traffic issue any shares or stocks which under the authority of any Act passed prior to the present session of Parliament the Company may have created or may hereafter create but which are not or may not be required for the special purposes for which such shares or stocks respectively were authorised to be created. Provided that all money raised by the issue of such shares or stocks shall be applied only to purposes to which capital is properly applicable.

Power to
North
Western
Company to
apply cor-
porate funds
to purposes
of Act.

64. The North Western Company may apply to the purposes of this Act which they are empowered to carry into execution and to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Acts relating to that Company and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Interest not
to be paid on
calls paid up.

65. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company 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.

66. The Company shall not out of any money by this Act authorised to be raised by them 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 Company to construct any railway or to execute any other work or undertaking.

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67. Nothing in any agreement made under the authority of this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Lambourn Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Lambourn Company is worked by the Company as freely and fully in all respects as he was entitled to do before the making of any such agreement.

Saving for
Postmaster-
General.

68. Nothing in this Act shall be deemed to impose upon the Postmaster-General the obligation of transmitting under the provisions of the Telegraph Act 1868 or any agreement between the Postmaster-General and the Company made in pursuance thereof any larger number of telegraphic messages of the Company free of charge than he would have been bound to transmit had this Act not become law.

Saving for
Postmaster-
General as
to free
telegrams.

69. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors.

Saving
rights of the
Crown in the
foreshore.

70. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections twenty-one and twenty-two of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty Her heirs or successors.

Saving
rights of the
Crown under
Crown
Lands Act.

71. Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to Her Majesty Her heirs or successors in right of the Duchy of Cornwall without

Saving
rights of the
Duchy of
Cornwall.

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the consent in writing of some two or more of such of the regular officers of the said duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in relation to the said duchy or belonging to the Duke of Cornwall for the time being without the consent of such Duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges powers or authorities vested in or enjoyed by Her Majesty Her heirs or successors in right of the Duchy of Cornwall or in or by the Duke of Cornwall for the time being.

Provision as
to general
Railway
Acts.

72. Nothing in this Act contained shall exempt any Company upon whom powers are conferred by this Act from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by such Company.

Costs of Act.

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

SCHEDULES referred to in the foregoing Act.

A.D. 1895.

FIRST SCHEDULE.

PART I.

DESCRIBING LANDS BUILDINGS AND MANUFACTORIES WHEREOF PORTIONS ONLY ARE REQUIRED TO BE TAKEN BY THE COMPANY.

Parish.	No. on deposited Plan.	Description of Property.
Widening of railway between Bassaleg and Llanhilleth.		
Risca - - -	93	Garden.
	97	Malt ing house kiln and land adjoining.
	98	Co ttage yard and approach.
	99	Rough ground.
	175	Old quarry stone shoot siding rough ground road and tip.
	176	Old quarry engine-house limekiln sidings and rough ground.
Mynyddyslwyn - -	5	Sidings land by side tramways yard office and workshops and hillside.
	74	Yard stage and colliery works.
	107	Garden.
	117	Yard stable shed and road.
Llanhilleth - -	30	Public-house outbuildings and land adjoining.

Additional lands.

Kenwyn - - -	3	■ Road telephone posts and wires.
	4	■ Quarry storehouse and pasture.
	5	■ Garden greenhouse summerhouse and fowl run,

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Parish.	No. on deposited Plan.	Description of Property.
Tythegston (on the northern side of the Company's Llynvi and Ogmere Railway).	6	Field road and quarry.
Tythegston (on each side of the Company's Llynvi and Ogmere Railway).	1	Field road and siding.
	3	Engine-house boiler and furnace.
	4	Steam brickworks machinery drying shed and office.
Newcastle (on the southern side of the Company's Llynvi and Ogmere Railway).	26	Garden and houses in course of erection.
	27	Garden and outbuilding.
	28	Garden fowl-house stable and outbuilding.
	29	Garden and outbuilding.
	30	Garden pigstye and outbuilding.
	31	Garden.
	32	Road.
Llangunnor - - -	4	Bank wharf timber yard and road.
Saint Peter Carmarthen	1	Sawmill timber yard tramway field and ditch.

PART II.

DESCRIBING LANDS BUILDINGS AND MANUFACTORIES WHEREOF PORTIONS ONLY ARE REQUIRED TO BE TAKEN BY THE TWO COMPANIES.

Parish.	No. on deposited Plan.	Description of Property.
Widening of Viaduct and Bridges at Shrewsbury and new bridge and road there.		
Saint Mary Shrewsbury	21	Warehouses and yard.
	96	Garden and pigstyes.
	97	Garden and pigstyes.
	98	Garden and outbuildings.
	99	Garden and outbuildings.
	120	House garden and outbuildings.
	121	Garden and outbuildings.
	128	Garden.

SECOND SCHEDULE.

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SUPERFLUOUS LANDS.

Parish and County.	Parish and County.
<p>COUNTY of BERKS— West Hendred.</p>	<p>COUNTY of DEVON— Burlescombe. Halberton. Tiverton. Culmstock. Uffculme. Clayhidon. Hemyock.</p>
<p>COUNTY of GLOUCESTER— Awre. Lydney.</p>	<p>COUNTY of MONMOUTH— Bishton. Goytre. Llanvihangel Crucorney. Magor. Matherne. Portskewett. Undy.</p>
<p>COUNTY of WILTS— Limpley Stoke. Dauntsey.</p>	<p>COUNTY of GLAMORGAN— Coychurch. Coyty. Llangafelach. Llanharran. Llantrissant. Loughor. Neath. Peterstone-super-Ely.</p>
<p>COUNTY of WARWICK— Harbury.</p>	<p>COUNTY of CARMARTHEN— Kidwelly. Llanvihangel Abercowin. Pembrey. St. Clears.</p>
<p>COUNTY of SALOP— Wellington.</p>	<p>COUNTY of PEMBROKE— Johnston. Rudbaxton. Wiston.</p>
<p>COUNTY of DENBIGH— Gresford.</p>	
<p>COUNTY of HEREFORD— Much Dewchurch.</p>	
<p>COUNTY of SOMERSET— Aller Berkley. Chard. Chilton Trinity. Clevedon. Creech Saint Michael. Curry Rivell. Huish Episcopi. Kenn. Knowle Saint Giles. Martock. North Petherton. Puriton. Ruishton. Thorn Falcon. Wembden. Yatton.</p>	

A.D. 1895.

THIRD SCHEDULE.

AN AGREEMENT made the 29th day of March 1895 between the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF WEST BROMWICH IN THE COUNTY OF STAFFORD (herein-after called "the Corporation") of the one part and the GREAT WESTERN RAILWAY COMPANY (herein-after called "the Company") of the other part.

WHEREAS under and by virtue of the provisions of the Public Health Act 1875 and in pursuance of certain notices in that behalf given by the corporation to the Company particulars of which notices are set out in the schedule hereto the corporation have constructed certain sewers in through and under the property of the Company situate in the said borough of which sewers particulars are set out in the said schedule And whereas the Company are contemplating the widening of their railway in the said borough and the rebuilding and enlarging of their West Bromwich Station And whereas in consequence of the construction of the said sewers or some of them the Company will be prevented from widening their said railway and rebuilding the said station except at greatly increased expense unless the corporation will when called upon so to do divert such of the said sewers as may interfere with the said widening and divert or allow the Company to build over such of the said sewers as may have been constructed in through or under the site of the intended new station And whereas by a notice in writing dated the 24th May 1893 under the hand of their secretary the Company gave notice to the corporation that the Company claimed from the corporation the sums specified in the schedule thereto by way of compensation for the damage sustained by the Company by reason of the exercise of the powers of the said Act by the corporation and further that if the fact of damage or the amount of compensation was disputed by the corporation the Company required that such dispute should be settled by arbitration in manner provided by the said Act And whereas the sums so claimed by the Company as aforesaid include the increased expense which the Company will be put to in carrying out the widening of the railway and the rebuilding of the West Bromwich Station in consequence of the construction of the said sewers And whereas the corporation are willing if and when called upon by the Company so to do and at their own expense to divert and reconstruct upon suitable land to be provided by the Company for the purpose such of the said sewers as may interfere with the said widening and either to divert and reconstruct upon suitable land to be provided by the Company for the purpose or else to allow the Company to build over such of the said sewers as may have been constructed in through or under the site of the intended new station and in such last-mentioned case to construct at their own expense such additional or substituted works as may be necessary to enable the Company to

rebuild the said station over the said sewers but it is apprehended that the corporation have no power to enter into any such agreement without the authority of Parliament And whereas it has been agreed that subject to the confirmation by Parliament of this agreement and to the terms and conditions herein contained the compensation payable by the corporation to the Company in respect of the construction of the said sewers shall be £400. Now therefore it is hereby mutually agreed and declared by and between the corporation and the Company as follows :—

1. The corporation will concur with the Company in seeking the sanction of Parliament to this agreement in the first session of Parliament in which the Company may promote a Bill for other purposes and both the corporation and the Company will each at their own expense use their best endeavours to obtain such sanction All the provisions herein contained shall be conditional on the sanction of Parliament being obtained to this agreement If such sanction shall be refused by Parliament the said arbitration shall proceed and the corporation and the Company shall be remitted to their original rights in all respects as if this agreement had not been entered into and no objection shall in that case be taken by either party on the ground of any delay that may have arisen by reason of this agreement.

2. If and whenever the Company shall intend to widen their railway or to rebuild their West Bromwich Station they shall give to the corporation six months previous notice of their intention so to do and deposit with the corporation plans and sections of the intended works and the corporation will with all reasonable despatch divert and reconstruct at their own expense upon suitable land to be provided by the Company for the purpose free of cost such of the said sewers as may in the opinion of the Company's engineer interfere with the said widening and will forthwith either divert and reconstruct at their own expense upon land to be similarly provided or give to the Company their written consent for the Company to build over such of the said sewers as may have been constructed in through or under the site of the intended new station and in such last-mentioned case will forthwith construct at their own expense such additional or substituted works as may be necessary to enable the Company to rebuild the said station over the said sewers.

3. The corporation shall forthwith pay to the Company the sum of £400 which subject to the confirmation by Parliament of this agreement and to the terms and conditions herein contained the Company shall accept in full satisfaction of their claim for compensation (including costs) in respect of the construction of the said sewers and in the event of Parliament refusing its sanction to this agreement the said sum of £400 shall be accepted and applied by the Company as a payment on account in respect of their said claim to compensation.

4. Any difference which may arise between the corporation and the Company touching this agreement or anything to be done thereunder shall be determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed by the Board of Trade on the application of either party and the costs of and incident to such arbitration shall be borne as the arbitrator shall direct and the provisions of the Arbitration Act 1889 shall apply to such arbitration.

A.D. 1895.

In witness whereof the corporation and the Company have hereunto respectively affixed their common seals the day and year first above written.

ALFRED CADDICK
Town Clerk.



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

G. K. MILLS
Secy.



The SCHEDULE.

PARTICULARS OF NOTICE.

I. Notice dated 19th November 1884 of intention of corporation to enter into and upon certain land situate at Wednesbury Old Field in the said borough the property of the Company for the purpose of constructing making and finishing an outfall sewer or drain as therein described.

II. Notice dated 24th November 1884 of intention of corporation to enter into and upon certain lands and railway embankment situate near Brick House Lane in the said borough the property of the Company and in the occupation partly of the Company and partly of Thomas Davis for the purpose of constructing making and finishing an outfall sewer or drain as therein described.

III. Notice dated 6th October 1886 of intention of corporation to enter into and upon certain lands in the said borough the property of the Company for the purpose of constructing a 4-feet by 2-feet 8-inch sewer through and under a certain watercourse in a field belonging to the Company as therein described.

IV. Notice dated 10th May 1889 of intention of corporation to carry a 9-inch pipe sewer into through and under certain lands and railway the property of the Company situate at Roebuck Lane in the said borough.

V. Notice dated 10th May 1889 of intention of corporation to carry a 12-inch pipe sewer into through and under certain lands and railway the property of the Company situate at Trinity Road in the said borough.

VI. Notice dated 2nd June 1891 of intention of corporation to carry a 12-inch and a 9-inch sewer into through and under certain lands in the said borough the property of the Company.

VII. Notice dated 10th May 1889 of intention of corporation to carry a 9-inch pipe sewer into through and under certain lands and railway the property of the Company situate in Spon Lane in the said borough

VIII. Notice dated 10th May 1889 of intention of corporation to carry a 12-inch pipe sewer into through and under certain lands and railway the property of the Company situate in Guns Lane and Bilhay Lane in the said borough. A.D. 1895.

IX. Notice dated 10th May 1889 of intention of corporation to carry a 9-inch pipe sewer into through and under certain lands railway and road the property of the Company situate at West Bromwich Station between Paradise Street and Pleasant Street with branch towards Barrow Street all in the said borough.

X. Notice dated 16th August 1889 of intention of corporation to carry a 9-inch sewer into through and under certain lands in the said borough the property of the Company that is to say a certain garden near Roebuck Lane in the occupation of William Warden.

FOURTH SCHEDULE.

This indenture made the second day of May 1895 between the Great Western Railway Company (herein-after called "the Company") of the one part and the Upper Stour Valley Main Sewerage Board (herein-after called "the board") of the other part Whereas the board have requested the Company to grant them the easements herein-after mentioned and the Company have agreed to comply with such request upon the terms and conditions herein-after contained Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of £200 upon the execution of these presents paid by the board to the Company (the receipt whereof the Company do hereby acknowledge) and also in consideration of the covenants by the board herein-after contained the Company do hereby give and grant to the board licence and authority to lay down and subject as herein-after mentioned in perpetuity to maintain in the direction and as shown in blue upon the plans and in accordance with the sections annexed to these presents and numbered respectively 1 2 3 and 4 First between the Rowley Regis Station and the Old Hill Station on the Great Western Railway the pipe or sewer coloured blue shown on the said plan and section numbered 1 Secondly under the Great Western Railway near the Stourbridge (town) Station the pipe or sewer shown on the said plan and section numbered 2 Thirdly under the Great Western Railway near the Lye Station the pipe or sewer and the manhole coloured blue shown on the said plan and section numbered 3 And fourthly under the Great Western Railway near Netherend Station the pipe or sewer shown on the said plan and section numbered 4 Except and always reserving unto the Company and the board do hereby expressly give and grant unto them full and free right and liberty at any time or times hereafter to erect any new building or buildings which they may wish to erect over the said pipes or sewers or any or either of them or any part thereof respectively but so as not in any way to substantially injure or render less effective the said pipes or sewers To hold use and enjoy the same (except and reserved as aforesaid and subject to the provisions herein-after contained) unto the board their successors

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and assigns in perpetuity for the purpose of draining part of their district subject to the covenants and conditions herein-after contained. And the Company and the board do hereby for themselves respectively and for their respective successors and assigns covenant as follows namely:—

1. The Company will upon payment to them by the board of the sum of £1,600 being the estimated cost of the works and of the sum of £120 mentioned in Article 3 forthwith lay down so much of the said pipe first herein-before described as will be situated between the point marked A and the point marked B on the said plan No. 1 and will complete the same with all reasonable despatch. The board shall also pay to the Company the additional cost (if any) beyond the said estimated cost that may be incurred by the Company in laying down the said pipe as aforesaid the amount of such additional cost to be certified by the engineer for the time being of the Company and an engineer to be appointed by the board and in default of agreement between them by an umpire to be named by the said engineers before entering on the said enquiry or failing agreement by the President for the time being of the Institution of Civil Engineers upon the application of either the Company or the board and the amount mentioned in the certificate of the said engineers or umpire as the case may be to be paid by the board to the Company on demand. If the actual cost incurred by the Company in laying down and constructing as aforesaid the said pipe shall not amount to the said sum of £1,600 the Company shall forthwith repay the balance to the board. So much of the said pipe first herein-before described as is laid down by the Company as aforesaid shall during the continuance of these presents be kept in repair by them on behalf of the board and the expenses incurred in so doing shall from time to time be certified and paid in the same manner as the additional cost (if any) which may be incurred by the Company in laying down the said pipe as aforesaid. The Company shall at all reasonable times upon due notice being given permit the engineer of the board to inspect the works of construction and of repair to be done under this agreement and for that purpose to have all reasonable access to the Company's premises. Full detailed statements of the works done by the Company for construction and repairs under this agreement and of the costs and expenses shall on request of the board be from time to time furnished to them by the Company.

2. The board shall lay down the remainder of the said pipe first herein-before described and also the said pipes secondly thirdly and fourthly herein-before described and shall construct all the said manholes with all reasonable despatch and the same shall respectively be laid down and constructed and at all times hereafter during the continuance of these presents maintained by the board under the supervision and to the reasonable satisfaction in all respects of the engineer of the Company and in accordance with the said plans and sections respectively.

3. The board shall also pay to the Company on demand the cost incurred by the Company in employing any inspectors flagmen or watchmen or any locomotive engine with the men required to work the same which the engineer or other officer of the Company may reasonably think necessary to employ for the protection of the railway or of the traffic thereon during the construction or maintenance from time to time of the said pipes or any of them and the board shall also pay to the Company before the works are put in hand the sum of

£120 for the loss of traffic and the additional expense which they may sustain in consequence of the running of the trains being impeded or interfered with for a period not exceeding six days in all to allow of the safe laying of the said pipes or any of them whether by the board or by the Company on their behalf. If the running of the trains shall be impeded or interfered with as aforesaid for a longer period than six days in all the board shall pay to the Company on demand a proportionate sum for each day or part of a day beyond the said period of six days that the running of trains shall be so impeded or interfered with.

4. The Company grant and the board accept the privileges hereby granted on the express condition that the board shall be responsible for and shall keep the Company effectually indemnified against all damage and injury of every description which may in any way arise from or be caused by the said pipes or to the person or property of any workman or other person whilst upon the Company's premises in relation to these presents.

5. In case any damage or injury shall be done to the Company's land line of railway tunnel or property in laying down the said pipes or in constructing the said manholes or in the execution of any repairs thereto respectively or otherwise in dealing with the same respectively or in consequence of the bursting of the said pipes or any or either of them or of any leakage therefrom respectively or in case any obstruction shall thereby arise or be caused to the use by the Company of their said land line of railway tunnel or property the board shall forthwith compensate the Company for all such damage injury or obstruction the amount of such compensation to be ascertained certified and paid in the manner provided in Article 1. for ascertaining and paying the additional cost (if any) of laying down the said pipe.

6. If at any time hereafter default shall be made by the board in maintaining the said pipes or the said manholes which are to be laid down and constructed by them as aforesaid the Company shall be at liberty after notice in writing shall have been given to the board or in case of emergency (of which the engineer of the Company shall be the sole judge) without notice to make good and redeem such default and to execute and do all such works matters and things as the engineer of the Company shall reasonably think necessary for the maintenance thereof and for the protection of the Company's land line of railway and property and all costs of and incident to the preparation and giving of such notice and the execution and doing of such works and things shall be ascertained certified and paid in the manner provided in Article 1.

7. The Company shall not be responsible for damage or injury of any description which may happen or be caused to the said pipes or any or either of them or to the said manholes or any or either of them so long as the same respectively are carried under their property.

8. These presents shall be and shall for all purposes be treated and considered as a written consent by the board to the erection of any new building or buildings or the construction of any new lines or works which the Company may desire to erect or construct over the said pipes or manholes or any or either of them. In case it should be held that any further or other consent is necessary and the board shall refuse or neglect to give such consent the board shall pay to the Company compensation for the loss damage or injury which they may

A.D. 1895. suffer by such refusal or by the non-erection of such buildings or by the non-construction of such new lines or works.

9. In the event of any such compensation becoming payable the amount thereof in case of dispute shall be settled by arbitration in accordance with the provisions of sections 179 and 180 of the Public Health Act 1875.

10. If the Company should at any time hereafter require to construct any additional or other works over or otherwise to use their land line of railway or property through which the said pipes and the said manholes or any or either of them are or are intended to be carried and constructed respectively they shall be at liberty on giving to the board seven days notice in writing under the hand of their secretary for the time being or in case of emergency (of which the engineer shall be the sole judge) without notice to divert the said pipes or any or either of them and to shift the said manholes or any or either of them through other land belonging to them but so that the said pipes and manholes may if reasonably practicable be as conveniently and inexpensively used by the board as before such diversion or shifting and to recover all expenses attending the same from the board the amount of such expenses to be certified and paid in the same manner as the compensation mentioned in Article 5 of these presents If any steps shall be taken by the Company under this clause without previous notice to the board notice of such steps having been taken shall be forthwith given by the Company to the board.

11. If the said pipes or any or either of them or the said manholes or any or either of them should be so diverted then the provisions herein contained shall apply to the diverted pipes or any or either of them and to the said manholes or any or either of them or to the portion thereof respectively which may be diverted.

12. Provided always that if the board should prior to the 1st day of January 1896 fail to obtain any sanction or confirmation that may be required to give these presents full and complete effect or if the board should at any time cease to use the said pipes or any of them for the purpose aforesaid for the space of six calendar months the Company shall be at liberty to remove the same at any time after the said 1st day of January 1896 or at the expiration of the said six calendar months as the case may be and thereupon these presents and everything herein contained shall absolutely determine as to the pipes so removed without prejudice to any then existing remedy for the breach of any of the covenants or agreements herein contained or to the recovery of the expenses incurred by the Company in taking up and removing the said pipes which expenses shall be certified and paid in the manner provided by Article 1 of these presents.

13. The board shall at their own expense do or procure to be done all acts and things which may be necessary to give full and legal effect to this agreement on their part and to the provisions herein contained but if the Company deposit a Bill in the next or any subsequent session of Parliament they shall be at liberty to include and apply for in such Bill such provisions and powers as may be necessary for the full confirmation of and giving full and legal effect to these presents with any modifications therein which may have been agreed upon or to apply in such Bill for power for the board to execute and perform all or any of the covenants and stipulations herein contained which may require the sanction or authority of Parliament and the board shall give all aid in their

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power to the successful prosecution of such application and shall pay such sum towards the costs of the said application as may be agreed upon between them and the Company or in default of agreement be certified to be reasonable by the President of the Incorporated Law Society for the time being or by some person to be named by him.

14. The board shall pay the costs of these presents and of a duplicate thereof.

In witness whereof the Company and the board have caused their respective common seals to be hereunto affixed the day and year first before written.

The common seal of the Great Western Rail-
way Company was hereunto affixed in the
presence of

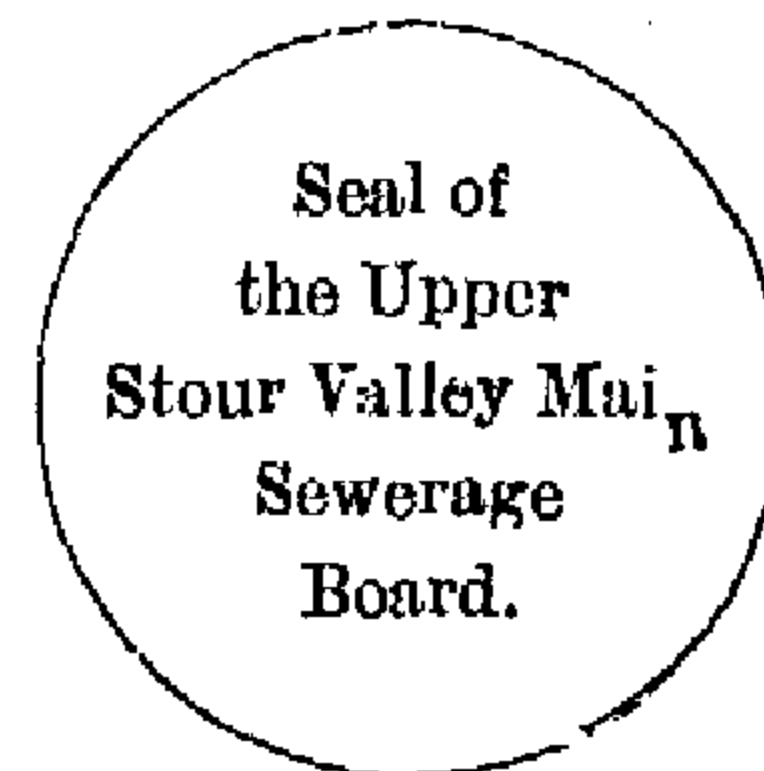
G. K. MILLS
Secy.



1677.

The common seal of the Upper Stour Valley
Main Sewerage Board was hereunto affixed
in the presence of

W. BASSANO
Chairman.



GEORGE GREEN
Articled clerk with
Thomas Wall Esq.
Solicitor Stourbridge.

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