

ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. ccxcix.

An Act for conferring further Powers on the *Great Western Railway Company* for the Construction of Works and the Acquisition of Lands, and otherwise in relation to their own Undertaking and the Undertakings of other Companies and Persons ; and for other Purposes.

[5th July 1865.]

WHEREAS it is expedient that the *Great Western Railway Company* (in this Act called “the Company”) should be empowered to construct the Railways herein-after mentioned ; (that is to say,)

A Railway commencing in the Parish of *Saint John the Baptist, Hereford*, in the County of *Hereford*, by a Junction with the *Shrewsbury and Hereford Railway*, and terminating in the Parish of *Holmer* in the same County by a Junction with the *Newport, Abergavenny, and Hereford Line* of the *Great Western Railway* :

A Railway commencing in the Parish of *Acton* in the County of *Middlesex* by a Junction with the *Great Western Railway*, and terminating in the same Parish by a Junction with the *North and South Western Junction Railway* :

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A Railway

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A Railway commencing in the Parish of *Ruabon* in the County of *Denbigh* by a Junction with the *Shrewsbury and Chester* Line of the *Great Western* Railway, and terminating in the Parish of *Wrexham* in the same County :

A Railway commencing in the said Parish of *Ruabon* by a Junction with the last-mentioned intended Railway, and terminating in the Parish of *Wrexham* :

And whereas it is also expedient that the Company should be empowered to alter the Levels and Works of certain Lines of Rails on that Part of the *Great Western* Railway which lies between a Point near the Milepost on the *Great Western* Railway denoting One Mile and a Quarter from *London* and a Point in the Parish of *Paddington* near the Broad Gauge Engine House on the *Great Western* Railway, and to lay down on the said Railway between the same Points additional Lines of Railway : And whereas it is also expedient that the Company should be empowered to purchase, by Agreement or Compulsion, for the general Purposes of their Undertaking, the Lands, Houses, and Buildings herein-after mentioned ; that is to say, certain Lands, Houses, and Buildings in the Parish of *Upton* in the County of *Buckingham* on the North Side of and parallel to the Main Line of the *Great Western* Railway, and bounded on the East by the Goods Shed and Land of the *Great Western* Railway Company at the *Slough* Station, and on the West by the Road leading from *Upton* and *Slough* to *Stoke Poges* ; and certain other Lands, Houses, and Buildings in the Parishes of *Acton* and *Ealing* in the County of *Middlesex* on the North Side of and parallel to the Main Line of the *Great Western* Railway, and about Two Chains in Width, and extending from the Milepost on the *Great Western* Railway denoting Four Miles and a Quarter from *London* to the Milepost on the said Railway denoting Six Miles and a Quarter from *London* ; and certain other Lands, Houses, and Buildings in the Parish of *Kensington*, otherwise *Saint Mary Abbots, Kensington*, in the County of *Middlesex*, on the South Side of and parallel to the Main Line of the *Great Western* Railway, and about One Chain in Width, and extending for a Distance of Forty-five Chains or thereabouts Westward of the Bridge which carries the Road from *Portobello* to *Kensal New Town* over the said *Great Western* Railway ; and certain other Lands, Houses, and Buildings in the Parishes of *Llanfihangel*, *Pont-y-Moyle*, *Panteague* otherwise *Pantég*, and *Llanvrechva* or *Llanfrechfa*, on both Sides of and adjoining and parallel with the *Newport, Abergavenny, and Hereford* Line of the *Great Western* Railway, and extending from the Junction of the said *Newport, Abergavenny, and Hereford* Line with the *Eastern Valleys* Line of the *Monmouthshire* Railway and Canal Company to a Point Six hundred Yards or thereabouts on the said *Newport, Abergavenny, and Hereford* Line North-east of the *Great Western* Railway

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Railway Company's Passenger Station at *Pontypool Road*, all in the County of *Monmouth*; and certain other Lands, Houses, and Buildings in the Parish of *Great Malvern* in the County of *Worcester* on the East and West Sides of and adjoining and parallel to the *Worcester and Hereford* Line of the *Great Western* Railway, and extending from the *Great Western* Railway Company's Passenger Station at *Malvern Wells* to a Point Five Furlongs or thereabouts on the said *Worcester and Hereford* Line North of the said Passenger Station; and certain other Lands, Houses, and Buildings in the Parishes of *Acton* and *Hammersmith* in the County of *Middlesex* on the South Side of and parallel to the Main Line of the *Great Western* Railway, and extending from the Milepost on the said Railway denoting Two Miles and Three Quarters from *London* to the Bridge which carries the *North and South Western Junction* Railway over the said *Great Western* Railway; and certain other Lands, Houses, and Buildings in the Parish of *New Windsor* in the County of *Berks*, bounded on the East by *High Street, Windsor*, on the North by the Approach to the Station of the *Great Western* Railway Company at *Windsor*, and on the West by certain Buildings belonging to the *Great Western* Railway Company; and certain other Lands, Houses, and Buildings in the Parish of *Saint Thomas* in the City and County of *Oxford* on the East Side of and parallel to the *Great Western* Railway, and extending from the Bridge over the River *Isis*, near the Milepost on that Railway denoting Sixty-two Miles and Three Quarters from *London*, to the Turnpike Road near the Passenger Station on the *Great Western* Railway at *Oxford*; and certain other Lands, Houses, and Buildings in the Parish of *Pangbourne* in the County of *Berks* on the North Side of and adjoining and parallel to the *Great Western* Railway, and situate between such Railway and the Turnpike Road from *Reading* to *Oxford*; and also certain Lands, Houses, and Buildings in the Parish of *Bray* in the County of *Berks* on the North and South Sides of and adjoining and parallel to the *Great Western* Railway, and extending from the Milepost on the *Great Western* Railway denoting Twenty-three Miles and Three Quarters from *London* to the Milepost on the same Railway denoting Twenty-four Miles and a Quarter from *London*: And whereas Plans and Sections showing the Lines and Levels of the Railways and Works by this Act authorized, and the Lands authorized to be purchased under the Powers thereof, with Books of Reference to such Plans, have been deposited with the Clerks of the Peace for the several Counties within which those respective Railways and Works will be constructed and those Lands are situate: And whereas it is expedient that further Provision should be made for the Sale of certain superfluous Lands held by the Company: And whereas it is also expedient that further Provision should be made for the Sale of certain

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certain superfluous Lands held by the Company and the *London and North-western* Railway Company in connexion with the *Birkenhead* Railway: And whereas the Undertaking of the *Severn Valley* Railway Company is now under Lease to the Company, and it is expedient that the Time limited by "The *West Midland and Severn Valley* Companies Act, 1861," for the Completion of the Railway from the *Severn Valley* Railway to the *West Midland* Railway at *Kidderminster* thereby authorized, should be extended, and that the Company and the *Severn Valley* Railway Company should be empowered to enter into Agreements with reference to the Construction of the said Railway: And whereas it is expedient that the Time limited by "The *Great Western* Railway (Additional Powers) Act, 1862," for the Completion of the Railway from the *Birmingham and Oxford* Line of the *Great Western* Railway to the *Stratford-upon-Avon* Railway in the Parish of *Hatton* in the County of *Warwick* (being the Railway secondly described in and authorized by that Act) should be extended, and that further Powers should be conferred on the Company with reference to the Construction of the said Railway: And whereas it is expedient that the Company should be empowered to abandon and relinquish that Portion of their Railway near *Oxford* which extends from near the Milepost on the *Oxford* Branch of the *Great Western* Railway denoting Sixty-one Miles and Three Quarters from *London*, in the Parish of *South Hinksey* in the County of *Berks*, to and inclusive of the Goods Station and Land at or near the River *Isis* in the Parish of *North Hinksey* in the same County: And whereas it is expedient that the Company should be empowered to abandon and relinquish the whole or any Part of their Tramway, and the Works connected therewith, commencing at *Mangotsfield* in the Parish of *Siston* in the County of *Gloucester*, and terminating at the River *Avon* at *Bitton* in the same County: And whereas it is expedient that the Company and the *Midland* Railway Company should be empowered to enter into Contracts and Agreements with reference to the Construction, Adaptation, and Use of a Joint Station or Stations at *Worcester* and at *Gloucester* respectively, and for the Maintenance, Management, and Use of the said Joint Stations respectively, and the Payments to be made, either annually or otherwise, by each of the said Companies for and in respect of each of the said Joint Stations, and for the Appointment of a Joint Committee, and for the Settlement of Disputes, and the Appropriation of any Part of the said Joint Stations respectively to the Purposes of either of the said Companies: And whereas it is expedient that Provision should be made for the Conversion of the *Chester* Guaranteed Shares or Stock and the *Birmingham* Guaranteed Shares or Stock into other Shares or Stock, as hereinafter provided: And whereas it is expedient that a certain Agreement dated the Twenty-fourth Day of *March* One thousand eight hundred

24 & 25 Vict.
c. ccxii.

25 & 26 Vict.
c. cxxvii.

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hundred and sixty-four, and made between the Company and the *Wenlock and Much Wenlock and Severn Junction* Railway Companies, should be altered and extended as in this Act provided: And whereas it is expedient that Provision should be made for giving Effect to “*The Shrewsbury and Welchpool Railway (Transfer) Act, 1864*,” with reference to the Company becoming joint Owners with the *London and North-western* Railway Company of the Undertaking of the *Shrewsbury and Welchpool* Railway Company: And whereas it is expedient that the *Great Western and Brentford* Railway Company, and the *Wycombe* Railway Company, or either of such Companies, should be empowered to grant a Lease of or to transfer their Undertakings respectively to the Company, and that the Company should be empowered to accept any such Lease or Transfer, and that the Company and those Companies respectively should be empowered to enter into and carry into effect Agreements as in this Act provided: And whereas it is expedient that the Company should be empowered to grant, and the *Birmingham Great Western Hotel* Company (Limited) should be empowered to accept, a Lease of certain Lands adjoining the Passenger Station of the *Great Western* Railway at *Birmingham*, and that the said Two Companies should be empowered to enter into and carry into effect Agreements for or in respect of any such Lease: And whereas it is expedient that the Company and the *New Swindon* and *Old Swindon* Local Boards of Health respectively, or other Corporations or Persons, should be empowered to enter into Arrangements and Agreements for and with respect to the Supply of Water to the Company at *Swindon*, and to their Houses and other Property there: And whereas it is expedient that the Company be authorized to raise a further Sum of Money for the Purposes of this Act, and for the general Purposes of their Undertaking: And whereas the Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen’s most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

1. This Act may be cited for all Purposes as “*The Great Western Railway (Additional Powers) Act, 1865*.” Short Title.

2. “*The Lands Clauses Consolidation Act, 1845*,” “*The Lands Clauses Consolidation Acts Amendment Act, 1860*,” Parts I. and II. of “*The Companies Clauses Act, 1863*,” “*The Railways Clauses Consolidation Act, 1845*,” and Parts I. and II. of “*The Railways Clauses Act, 1863*,” so far as the Provisions of the same respectively are applicable to the Purposes of and are not altered or 8 & 9 Vict.
cc. 18. & 20.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
cc. 92. & 118.
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varied by this Act, shall be incorporated with and form Part of this Act.

Interpreta-
tion of
Terms.

3. In this Act the Words "the Company" shall mean the *Great Western Railway Company*, and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act incorporated herewith, shall 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.

Same Mean-
ings.

4. Except as is by this Act otherwise provided, the several Words and Expressions to which in the Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Definition of
Term "Pa-
rish Clerks."

5. In construing in connexion with this Act "The Railways Clauses Consolidation Act, 1845," the Term "Parish Clerks" in that Act shall, as regards those Parishes in which, by the Standing Orders of each House of Parliament, Plans, Sections, and other Documents are now required to be deposited with the Vestry Clerk of the Parish, or with the Clerk of the District Board of Works for the District in which the Parish is included, mean in the First Case the Vestry Clerks of those Parishes, and in the Second Case the Clerks of those District Boards of Works.

Power to
raise addi-
tional
Money.

6. The Company from Time to Time, by Order of any General Meeting of the Company, may raise, by the Creation of Shares or Stock, exclusive of the Monies which they are or may be authorized to raise by any other Act or Acts of Parliament, such Sums of Money as they shall think necessary, not exceeding Three hundred thousand Pounds, and may create and issue such Shares or Stock either wholly or partially as ordinary or wholly or partially as preferential Shares or Stock, as they may think fit.

Shares not
to issue until
One Fifth
paid up.

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

Votes and
Qualifica-
tions in
respect of

8. Except as otherwise expressly provided by the Resolution creating the same, all new Shares created by the Company under the Powers of this Act shall, in proportion to the aggregate Amount
of

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of Capital in such Shares held by the same Person at the same Time, confer the like Qualifications and Rights of voting as the like aggregate Amount of Capital in ordinary Shares or Stock in the Company would confer: Provided that any Shares created and issued under this Act to which a Preferential Dividend shall be attached shall not entitle the Holders thereof to any Right of voting or other Qualification unless authorized by the Resolution creating such Shares.

new Shares
created by
Company.

9. The Company may from Time to Time borrow on Mortgage any Sums not exceeding One hundred thousand Pounds, but no Part thereof shall be borrowed until the whole of the Sum of Three hundred thousand Pounds is subscribed for, and One Half thereof 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 the said Capital of Three hundred thousand Pounds have been issued and accepted, and that One Half of such Capital has been paid up, and that not less than One Fifth Part of the Amount thereof has been paid on account of each Share or Portion of Stock, and that such Shares were issued and taken *bonâ fide*, and are held by Subscribers or their Assigns, and that for such Capital such Subscribers or their Assigns are legally liable, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence; and all and every Part of the Money raised by the Company under this Act by the Creation of Shares or Stock or by borrowing shall be carried to the Joint Capital Account of the Company, and shall be applied to the Purposes of this Act, and to the general Purposes of the Company.

Power to
borrow on
Mortgage.

10. All Mortgages or Bonds granted under the Authority of any former Act relating to the Company, and which shall be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over any Mortgages to be granted under the Authority of this Act.

Former
Mortgages
to have
Priority.

11. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may from Time to Time enter upon, take, and use all or any of the Lands defined on the deposited Plans and described in the deposited Books of Reference: Provided always, that the Company shall not take any of the Lands adjoining the *Shrewsbury and Wellington* Railway, and shall not, otherwise than by Agreement, enter upon, take, or use any of the Lands in the Parish of *Painswick* defined on those Plans and described in those Books of Reference, or any of the Lands in the Parishes of *Llanfihangel*, *Pontymoyle*, and *Panteague* otherwise

Power to
take Lands.

Pantég,

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Pantég, so defined and described, being the Property of the Trustees of *Capel Hanbury Leigh* Esquire, except the Lands which are delineated on a Plan signed by *Basil Thomas Woodd* Esquire, M.P., which has been deposited in the Private Bill Office of the House of Commons, and thereon coloured Red and Green: Provided also, that the Company shall not, without the Consent of the *Midland Railway Company* signified in Writing under their Common Seal, purchase or acquire any of the Lands and Houses defined on the deposited Plans, and described in the deposited Books of Reference, within the Parish of *Great Malvern* in the County of *Worcester*, which are situate to the East of the *Tewkesbury and Malvern Railway*, or to the East of that Portion of the *Worcester and Hereford Railway* which is situate between its Junction with the *Tewkesbury and Malvern Railway* and the North-east End of *Great Malvern Common*.

Certain
Land in
Parish of
Saint
Thomas,
Oxford, not
to be taken
without
Consent.

12. Nothing in this Act contained shall authorize the Company to enter upon, take, or use any Land within the Distance of One hundred Feet from the Churchyard Fence on the South Side of *Saint Thomas's Church* in the Parish of *Saint Thomas* in the City of *Oxford*, or within the Distance of Fifteen Feet from the said Churchyard Fence on the West Side of the said Church to the Extent of Two hundred and sixty-four Feet along the same Side up to the said Churchyard Fence on the North Side of the said Church, or within the Distance of an average Width of Seven Feet Six Inches along the said Western Side from the outer Limit of Land to be purchased for a Distance of Eighty-six Feet Northward from the said Churchyard Fence, without the Consent of the Dean and Chapter of *Christchurch College, Oxford*.

Saving
Rights of
Trustees of
C. H. Leigh,
Esq.

13. Nothing in this Act contained shall alter, prejudice, or affect the Rights of the Trustees of *Capel Hanbury Leigh* Esquire under the Lease to Messieurs *Dimmacks, Thompson, and Firmstone*, dated Twenty-seventh Day of *July* One thousand eight hundred and fifty-two, in so far as such Lease relates to the Lands to be acquired under the Provisions of this Act.

For Protec-
tion of Ebbw
Vale Com-
pany
(Limited).

14. As from and after the Time when the Company had Possession of any of the Lands in the Parishes of *Llanfihangel, Pontymoyle, Panteague* otherwise *Pantég*, and *Llanvrechva* or *Llanfrechfa*, they shall indemnify the *Ebbw Vale Company (Limited)*, or other the Lessees of those Lands, from all Liability in respect of those Lands under the Covenants, Conditions, Reservations, Provisoos, and Agreements contained in the Lease under which the Lands are held from the late *Capel Hanbury Leigh* Esquire.

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15. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised as regards any Lands in the Parish of *Acton* in the County of *Middlesex* after the Expiration of One Year, nor as regards any other Lands after the Expiration of Three Years, from the passing of this Act.

Powers for compulsory Purchases limited.

16. The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may by Agreement purchase any Quantity of Land not exceeding Fifteen Acres for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845."

Lands for extraordinary Purposes.

17. The Company shall, not less than Eight Weeks before they take in any Parish Houses amounting to Fifteen in Number or more, occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Notice to be given before taking

18. The Company may, notwithstanding anything to the contrary in "The Lands Clauses Consolidation Act, 1845," or any Act relating to the Company with which that Act is incorporated, retain and hold, for the Period of Ten Years from the passing of this Act, any Lands acquired by them or on their behalf in the Parishes of *Saint John the Baptist (Devizes)*, *Broughton Gifford*, *Westwood*, *Bradford*, *Heytesbury*, *Codford*, *Boyton*, *Wylke*, and *South Newton*, all in the County of *Wilts*, and *Clifton-Maybank* and *Bradford-Abbas*, in the County of *Dorset*, which have not yet been applied to the Purposes of the Company, or sold or disposed of by them, but the Company 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 and are not then required for the Purposes of their Undertaking.

As to Sale of certain superfluous Lands by Company.

19. The Company and the *London and North-western Railway* Company, as the Owners of the *Birkenhead Railway*, may, notwithstanding anything to the contrary in "The Lands Clauses Consolidation Act, 1845," or any Act relating to the *Birkenhead Railway* with which that Act is incorporated, retain and hold, for the Period of Ten Years from the passing of this Act, any Lands acquired for the Purposes of the *Birkenhead Railway* which have not yet been applied to the Purposes of that Undertaking, or sold or disposed

As to Sale of certain Lands acquired for Purposes of Birkenhead Railway.

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of, but the Company and the *London and North-western* Railway Company 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 and are not then required for the Purposes of the *Birkenhead* Railway.

Power to
make Rail-
ways.

20. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections relating thereto, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use in relation thereto, the Railways following, with all proper Stations, Approaches, Works, and Conveniences connected therewith; (that is to say,)

A Railway commencing in the Parish of *St. John the Baptist, Hereford*, in the County of *Hereford*, by a Junction with the *Shrewsbury and Hereford* Railway, and terminating in the Parish of *Holmer* in the same County by a Junction with the *Newport, Abergavenny, and Hereford* Line of the *Great Western* Railway:

A Railway commencing in the Parish of *Acton* in the County of *Middlesex* by a Junction with the *Great Western* Railway, and terminating in the same Parish by a Junction with the *North and South Western Junction* Railway:

A Railway commencing in the Parish of *Ruabon* in the County of *Denbigh* by a Junction with the *Shrewsbury and Chester* Line of the *Great Western* Railway, and terminating in the Parish of *Wrexham* in the same County:

A Railway commencing in the said Parish of *Ruabon* by a Junction with the last-mentioned intended Railway, and terminating in the said Parish of *Wrexham*:

And the said Railways and the Works connected therewith shall, with respect to Tolls, Rates, and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company: Provided that the Tolls and Charges to be demanded by the Company in respect of the Railways and Works by this Act authorized shall not exceed the Tolls and Charges prescribed by "The *Great Western* Railway Amendment and Extensions Act, 1847."

Power to
alter Levels
and lay down
additional
Rails upon
Portion of
Railway.

21. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time alter, in accordance with the deposited Sections relating thereto, the Levels and Works of certain Lines of Rails on that Part of the *Great Western* Railway which lies between a Point near the Milepost on the *Great Western* Railway denoting One Mile and a Quarter from *London* and a Point about One hundred and forty Yards Eastward of the Broad

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Broad Gauge Engine House on the *Great Western* Railway in the Parish of *Paddington*, and may from Time to Time lay down on the said Railway additional Lines of Rails.

22. Subject to the Provisions in “The Railways Clauses Consolidation Act, 1845,” and in Part I. (relating to the Construction of a Railway) of “The Railways Clauses Act, 1863,” contained in reference to the crossing of Roads on the Level, it shall be lawful for the Company in the Construction of the Railways by this Act authorized to carry the same with a double Line of Railway across and on the Level of the Roads numbered on the deposited Plans as follows; (that is to say,) Power to cross certain Roads on the Level.

No. on Plan.	Parish.	Description of Road.
RAILWAY FIRST DESCRIBED.		
6	All Saints, Hereford -	Public Road.
RAILWAY THIRDLY DESCRIBED.		
6	Ruabon - - -	Public Road.
41	Ditto - - -	Ditto.
51	Ditto - - -	Ditto.
58	Ditto - - -	Ditto.
69	Ditto - - -	Ditto.
5	Wrexham - - -	Ditto.
RAILWAY FOURTHLY DESCRIBED.		
69	Ruabon - - -	Public Road.

23. When and so long as the public Road numbered on the deposited Plans 6 in the Parish of *All Saints, Hereford*, shall be crossed on the Level by the Railway first herein-before described, the Company shall construct and maintain a Bridge for Foot Passengers across the Railway at or near the Point where the Railway crosses the said Road on the Level. Footbridge to be constructed over Railway at Hereford.

24. The new Railways by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted for making the same, or otherwise in relation thereto, shall cease, except as to so much thereof as shall then be completed. Period for Completion of Works.

25. If the Railways by this Act authorized are not completed and opened for public Traffic within the Period by this Act prescribed, the Company shall be liable to a Penalty of Fifty Pounds *per Day*, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until such Railways shall be completed and opened for public Traffic: Provided always, that no Penalty shall accrue Penalty if Railways not completed within Time limited.

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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 such Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

For provid-
ing Access
between
severed Por-
tions of
Acton Wells
House
Estate.

26. And whereas the Railway by this Act authorized, commencing and terminating in the Parish of *Acton* in the County of *Middlesex*, (which Railway is herein-after referred to as "the *Acton Branch*,") will be made upon Lands belonging or reputed to belong to *Henry John King Church*, *Richard John King Church*, and *Edmund Lewis Hooper*, or some or One of them, and forming Part of an Estate called or known as *Acton Wells House Estate*, Parts of which Estate will by the *Acton Branch* be severed from other Parts thereof: And whereas other Lands belonging or reputed to belong to the said *Henry John King Church*, *Richard John King Church*, and *Edmund Lewis Hooper*, and forming Portions of the said Estate, lie both to the Northward and to the Southward of and adjoining the *Great Western Railway* in the said Parish of *Acton*, and Portions of those Lands so lying to the Southward of the last-mentioned Railway may also be taken by the Company under the Powers of this Act: Therefore, for the Purpose of providing and securing to the Owners and Occupiers of the said Estate Communication between the severed Portions of that Estate, the Provisions next herein-after following shall have Effect; (that is to say,)

- (A.) At a Point Thirty-three Yards or thereabouts from and to the North-eastward of the Point where upon the deposited Plans the *Acton Branch* is shown as terminating by a Junction with the *North and South Western Junction Railway*, the Company shall, before they open the *Acton Branch* for Traffic, construct and for ever thereafter maintain a Bridge under the *Acton Branch* and the Sidings thereof, if the same be carried to the North-east of that Point, and the *North and South Western Junction Railway* for the entire Width of that Branch and Railway respectively:
- (B.) The Works by this Act authorized shall be so constructed that at the Point where the said Bridge is to be so constructed as aforesaid the Width of those Works and of the *North and South Western Junction Railway* shall not, exclusive of Wing Walls, exceed Seventy-five Feet:
- (C.) At a Point not less than Two hundred and thirty Yards nor more than Two hundred and fifty Yards, measured along the *Great Western Railway*, from and to the Eastward of the Point in the said Parish of *Acton* at which (as shown on the deposited Plans)

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Plans) the Centre Line of the *North and South Western Junction* Railway intersects the Centre Line of the *Great Western* Railway, the Company shall, before they open the *Acton* Branch for Traffic, construct and for ever thereafter maintain a Bridge under the *Great Western* Railway :

(D.) If the Company at any Time hereafter widen the *Great Western* Railway at the Point where the last-mentioned Bridge is to be constructed as aforesaid, then the said Bridge shall be carried and maintained by the Company under such Widening throughout the entire Extent thereof, and such Widening shall not at that Point be to a greater Extent than Fifty Feet :

(E.) The Span of the said several Bridges to be constructed by the Company as aforesaid shall be Thirty Feet at the least for the entire Width and Height of such Bridges respectively, and such Bridges shall respectively be constructed with Iron Girders, and with a clear Headway of Fifteen Feet at the least :

(F.) The Company shall form the Roadways under such Bridges respectively of good and sufficient Materials, and shall effectually drain such Roadways, and shall make proper Approaches thereto on either Side: Provided that, as regards the Bridge to be constructed as firstly herein-before provided, the Approach thereto on the North Side of the *Acton* Branch and of the *North and South Western Junction* Railway may be made by the Company of any Inclination not steeper than One in Twenty, and as regards the Bridge to be constructed under the *Great Western* Railway, and any Widening thereof as aforesaid, the Approach thereto on the South Side of that Railway, or Widening, as the Case may be, may be made by the Company of any Inclination not steeper than One in Thirty :

(G.) The Company shall between the Two Bridges to be constructed by them as aforesaid, and upon Lands forming Part of the said Estate, lay out, form, and complete, with proper and sufficient Drainage, a Roadway not less than Thirty Feet in Width, of good and sufficient Materials, and upon a regular and even Gradient, from one of the said Bridges to the other of them, and from the Northern End of the Bridge to be constructed by the Company as aforesaid under the *Acton* Branch to the Road on the West Side of the said Estate leading from *Friars Place* :

(H.) The Intent and Meaning of the preceding Provisions is that there shall be provided by the Company, at their own Expense, a good and sufficient Access and Communication by means of the Bridges and Roadways aforesaid between the Portions of the said Estate lying to the Southward of the *Great Western* Railway, or of any future Widening thereof, and the Portions of the

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same

The Great Western Railway (Additional Powers) Act, 1865.

same Estate lying to the Northward and Westward of the *Acton* Branch :

- (I.) If the Company at any Time hereafter widen the *Great Western* Railway at the Point where the same is carried over the Road numbered on the deposited Plans 59 in the said Parish of *Acton*, such Widening shall not at that Point be to a greater Extent than Fifty Feet beyond the present Width of the Railway there; and in the event of such Widening being executed, the Company shall construct and for ever maintain under the Railway as so widened throughout the whole Width of such Widening, and in direct Extension of the said Bridge so numbered 59 in *Acton* as aforesaid, a Girder Bridge with a Span throughout the entire Height thereof of not less than Thirty Feet, and with a Headway of not less than Fourteen Feet, with good and sufficient Drainage, and with proper Approaches on the South Side, which Approaches shall be of Inclinations not steeper than the present Inclinations of the Approaches to and on the South Side of the said Bridge numbered 59 in *Acton* as aforesaid :
- (J.) If the Owners or Owner for the Time being of the said *Acton Wells House* Estate shall at any Time hereafter give to the Company or their Secretary Notice in Writing under the Hands or Hand of such Owners, or any of such Owners, or of such Owner, as the Case may be, requiring the said Company to widen, alter, or reconstruct the said Bridge numbered on the deposited Plans 59 in *Acton* as aforesaid, so as to make the same as regards Height and Span of Dimensions not exceeding those herein-before provided with respect to the Bridge to be constructed by the Company under any Widening there of the *Great Western* Railway, the Company shall within Three Months after the giving of such Notice, at the Expense of the said Owners or Owner, as the Case may be, widen, alter, or reconstruct the said Bridge numbered 59 in *Acton* accordingly :
- (K.) The Persons or Person for the Time being in receipt of the Rents and Profits of the Land (now Part of the said Estate) immediately to the Northward of and adjoining the *Great Western* Railway where the said Bridge numbered 59 in *Acton* is carried under the same shall for the Purpose of the last preceding Enactment be deemed to be the Owners or Owner of the said Estate :
- (L.) If any Difference shall at any Time arise between the Company and the Owners or Owner for the Time being of the said Estate with regard to any of the Matters aforesaid, such Difference shall be determined by Arbitration in manner provided by "The Lands Clauses Consolidation Act, 1845," with regard to the Purchase of Lands otherwise than by Agreement.

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27. The Company shall within Twelve Calendar Months after the passing of this Act purchase the whole of the Field or Piece of Land lying between the *Great Western* Railway and the *North and South Western Junction* Railway, and numbered on the deposited Plans 38 in the said Parish of *Acton*, and all Estates and Interests therein.

The whole of the Field No. 38 in Parish of *Acton* to be taken.

28. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to interfere with, any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," and "The Metropolis Management Amendment Act, 1862," or any Act or Acts amending the same or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Metropolitan Board, or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Sections showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all reasonable Directions and Regulations of the said Metropolitan Board and of the respective Boards or Vestries in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Boards or Vestries shall reasonably require, for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to by or by reason of the said intended Works, or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the reasonable Costs and Expenses in all respects of the Company; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence 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

For Protection of Sewers of Metropolitan and other Boards.

The Great Western Railway (Additional Powers) Act, 1865.

shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, and be maintained by them, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

Extension of
Time for
Completion
of Railway
authorized by
24 & 25 Vict.
c. ccxii.

29. The Time limited by "The *West Midland and Severn Valley* Companies Act, 1861," for the Completion of the Railway from the *Severn Valley* Railway to the *West Midland* Railway at *Kidderminster* thereby authorized, is hereby extended until the First Day of *August* One thousand eight hundred and sixty-seven.

Power to
make Agree-
ments as to
Construction
of Railway.

30. The Company and the *Severn Valley* Railway Company may from Time to Time enter into and carry into effect Contracts and Agreements with reference to the Construction of the said Railway from the *Severn Valley* Railway to the *West Midland* Railway at *Kidderminster*.

Extension of
Time for
Completion
of Railway
to Stratford-
on-Avon
authorized by
25 & 26 Vict.
c. cxxvii.

31. The Time limited by "The *Great Western* Railway (Additional Powers) Act, 1862," for the Construction of the Railway from the *Birmingham and Oxford* Railway of the Company to the *Stratford-upon-Avon* Railway in the Parish of *Hatton* in the County of *Warwick* (being the Railway secondly described in and authorized by that Act), is hereby extended until the Seventh Day of *July* One thousand eight hundred and sixty-seven.

Company to
abandon
Portion of
Line near
Oxford.

32. The Company may abandon and relinquish so much of their Railway near *Oxford* as extends from near the Milepost on the *Oxford* Branch of the *Great Western* Railway in the Parish of *South Hinksey* in the County of *Berks*, denoting Sixty-one Miles and Three Quarters from *London*, to and inclusive of the Goods Station and Land at or near the River *Isis* in the Parish of *North Hinksey* in the County of *Berks*, and may sell or otherwise dispose of the Lands on which the said Portion of Railway and Goods Station have been constructed, and the adjoining Lands belonging to the Company, and shall apply the Proceeds thereof to the general Purposes of their Undertaking.

Abandon-
ment of
Tramway at
Mangots-
field.

33. The Company may abandon and relinquish the whole or any Part of their Tramway and the Works connected therewith commencing at *Mangotsfield* in the Parish of *Siston* in the County of *Gloucester*,

The Great Western Railway (Additional Powers) Act, 1865.

Gloucester, and terminating at the River *Avon* at *Bitton* in the same County, and may sell or otherwise dispose of the Lands on which the said Tramway and the Works connected therewith have been constructed, and the adjoining Lands belonging to the Company, and shall apply the Proceeds thereof to the general Purposes of their Undertaking.

34. The Company and the *Midland* Railway Company may from Time to Time enter into and carry into effect Contracts and Agreements with reference to the Construction, Adaptation, and Use of a Joint Station or Stations at *Worcester* and at *Gloucester* respectively, and for the Maintenance, Management, and Use of the said Joint Stations respectively, and the Payments to be made, either annually or otherwise, by each of the said Companies for and in respect of each of the said Joint Stations, and for the Appointment of a Joint Committee, and for the Settlement of Disputes, and the Appropriation of any Part of the said Joint Stations respectively to the Purposes of either of the said Companies.

Authorizing Agreements with the *Midland* Company with reference to the Construction, &c. of Joint Stations at *Worcester* and *Gloucester*.

35. The Company and the Holders for the Time being of *Chester* Guaranteed Shares or Stock and *Birmingham* Guaranteed Shares or Stock respectively may from Time to Time enter into and carry into effect Contracts and Agreements with reference to the Conversion of such Shares or Stock respectively, and of the contingent Rights and Privileges attaching thereto by virtue of the Provisions of "The *Great Western, Birmingham, and Chester* Railways Act, 1854," into Shares or Stock of such Amount, and carrying such fixed and preferable Rates of Dividend, and with such Rights and Privileges of being converted into ordinary Stock of the Company, or otherwise attached thereto respectively, as they may think fit, and the Company may from Time to Time create and issue such new Shares or Stock as may be necessary for giving Effect to any such Contract or Agreement as aforesaid.

Provision as to *Chester* and *Birmingham* Guaranteed Shares or Stock.

36. Notwithstanding anything in this Act contained, all Rights of Preference and Priority, and all contingent Rights of participating in surplus Profits arising in respect of the Undertaking of the Company, or any Part thereof, secured by "The *Great Western, Birmingham, and Chester* Railways Act, 1854," to the Holders for the Time being of the Shares of the Company in that Act referred to, and therein respectively called "*Birmingham* Guaranteed Shares" and "*Chester* Guaranteed Shares," or any of them, shall not in any respect be altered, prejudiced, or affected, but that such Rights, Powers, Privileges, and Claims, and every of them, shall be and remain in all respects as valid and effectual as if this Act had not been passed.

Saving Rights of Holders of certain Guaranteed Shares.

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37. The

The Great Western Railway (Additional Powers) Act, 1865.

Authorizing
further
Agreements
with Wen-
lock and
Much Wen-
lock and
Severn
Junction
Railway
Companies.

37. The Company on the one hand, and the *Wenlock* Railway Company and the *Much Wenlock and Severn Junction* Railway Company on the other hand, or either of them, may from Time to Time enter into and carry into effect Contracts and Agreements with reference to the working and Use by the Company of the Undertakings of the *Wenlock* Railway Company and the *Much Wenlock and Severn Junction* Railway Company respectively for a further Term of Years or in perpetuity, and either in consideration of a fixed Payment or otherwise, as the said Companies may think fit; and the said Companies may from Time to Time make such Alterations in the existing Agreement between them, dated the Twenty-fourth of *March* One thousand eight hundred and sixty-four, as may be necessary for giving Effect to the Objects aforesaid, and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," shall be incorporated with this Act with reference to any such Contract or Agreement.

For vesting
Undertaking
of Shrews-
bury and
Welchpool
Company
in Great
Western
Company
jointly with
London and
North-west-
ern Company,
pursuant to
27 & 28 Vict.
c. cxvi.

38. And whereas by "The *Shrewsbury and Welchpool* Railway (Transfer) Act, 1864," the *London and North-western* Railway Company were, amongst other things, authorized to purchase the Undertaking of the *Shrewsbury and Welchpool* Railway Company for the Sum of Three hundred thousand Pounds Four *per Centum* Perpetual Preference Stock of the *London and North-western* Railway Company, and it was also provided by the said Act that if within Twelve Months after any Transfer of the said Undertaking to the *London and North-western* Railway Company should have been made, and the *London and North-western* Railway Company and the Company should so agree, it should be lawful for the Company to become Joint Owners with the *London and North-western* Railway Company of the Undertaking of the *Shrewsbury and Welchpool* Railway Company, or any Part or Parts thereof, upon such Terms and Conditions as might be mutually agreed upon: And whereas the *London and North-western* Railway Company have purchased the Undertaking of the *Shrewsbury and Welchpool* Railway Company, and have created the Sum of Three hundred thousand Pounds Four *per Centum* Perpetual Preference Stock for that Purpose, and it has been agreed between them and the Company that the Company should become Joint Owners with them of the said Undertaking so purchased: Therefore the Company shall, as and from the First Day of *January* One thousand eight hundred and sixty-five, be and become Joint Owners on equal Terms with the *London and North-western* Railway Company of the said Undertaking, and of all the Rights, Powers, and Privileges connected therewith, and the Company shall in consideration of such Joint Ownership pay to the *London and North-western* Railway Company the Sum of Twelve thousand five hundred Pounds, and One Moiety of any other Sums expended

The Great Western Railway (Additional Powers) Act, 1865.

expended by the *London and North-western Railway Company* on the *Shrewsbury and Welchpool Railway* on Capital Account, and also the Sum of Six thousand Pounds *per Annum*, being Interest at the Rate of Four *per Centum per Annum* on One Half of the Four *per Centum* Preference Stock created as aforesaid, and the said Sum of Six thousand Pounds *per Annum* shall be paid in equal Proportions half-yearly on the First Day of *July* and the First Day of *January* in each Year, or, if the *London and North-western Railway Company* and the Company so agree, the Company, by Order of any General Meeting of the Shareholders in their Undertaking, may create Shares or Stock not exceeding One hundred and fifty thousand Pounds Perpetual Four *per Centum* Preference Stock, and may pay over the said Stock to the *London and North-western Railway Company* as their One Half of the Purchase Money of the Undertaking of the *Shrewsbury and Welchpool Railway Company*, and the Company shall also pay to the *London and North-western Railway Company* One Moiety of any Costs, Charges, and Expenses which the *London and North-western Railway Company* shall have incurred in reference to the Purchase of the Undertaking of the *Shrewsbury and Welchpool Railway Company*.

39. The Provisions of "The *Great Western Railway Act, 1864*," contained in the Twenty-first Section thereof, with reference to the Appointment of Joint Committees by the Company and the *London and North-western Railway Company*, shall be and are hereby extended to the Undertaking of the *Shrewsbury and Welchpool Railway Company* purchased as aforesaid as fully and effectually to all Intents and Purposes as if the *Shrewsbury and Welchpool Railway* had been specifically named in the said Section.

Extending to Shrewsbury and Welchpool Railway the Provisions of 27 & 28 Vict. c. cccvi. in reference to Joint Committees.

40. Whereas by an Agreement sanctioned by "The *Oswestry and Newtown* and other Railway Companies (Arrangement) Act, 1864," the *London and North-western Railway Company* were bound to pay to the *Oswestry and Newtown Railway Company*, and certain other Railway Companies, by "The *Cambrian Railways Act, 1864*," amalgamated under the Name of "The *Cambrian Railways Company*," a Rebate on certain Traffic, and such Rebate may be partly lost to the *Cambrian Railways Company* if such Traffic is or is partly carried by the *Great Western Railway Company*, instead of the *London and North-western Railway Company*, to *Shrewsbury*: Therefore neither the *Great Western Railway Company* nor the *London and North-western Railway Company* shall, under the Powers hereby granted, do any Act, Matter, or Thing which shall alter the said Agreement, or prejudice the Rights of the Parties under the same.

Great Western Company or London and North-western Company not to do any Act to prejudice existing Agreement with Cambrian Railways Company.

41. The

The Great Western Railway (Additional Powers) Act, 1865.

Authorizing
Lease or
Transfer to
Company of
Undertak-
ings of Great
Western and
Brentford,
and Wy-
combe Com-
panies.

41. The *Great Western and Brentford* Railway Company and the *Wycombe* Railway Company, or either of them, may at any Time grant to the Company, and the Company may accept, a Lease for such a Term of Years respectively as may be agreed upon, or a Transfer, of all or any Part of the Undertaking, Railways, Works (whether completed or uncompleted), Plant, Land, Property, and Effects whatsoever of or for the Time being vested in or held by or on behalf of the Lessors or Transferrors respectively, including any Works which they respectively may be authorized to construct by any Act of the present Session.

Provisions of
Lease or
Transfer.

42. Any such Lease or Transfer may contain such Covenants, Conditions, Powers, Provisions, and Stipulations as the Companies Parties thereto shall mutually agree upon; and the Lessors or Transferrors may thereby grant all or any of the Tolls, Rates, and Duties which they are or may be empowered to raise and levy, and all or any of the Rights, Powers, and Privileges of which they are or may be or become possessed with reference to their Undertaking, at or under such annual or other Rents, or for or in consideration of such Share of the gross or net Earnings or Profits, or for such other Consideration, and with, under, and subject to such Powers, Provisions, Stipulations, Conditions, and Agreements, as the Companies Parties to any such Lease or Transfer may from Time to Time approve.

Effect of
Lease or
Transfer.

43. The Lease or Transfer shall entitle the Company during the Continuance of any such Lease, or, as the Case may be, after the Execution of the Deed of Transfer, to the full and free Control, User, and Enjoyment of the demised or transferred Premises, and during the Continuance of the Lease, or, as the Case may be, after the Execution of the Deed of Transfer, all the Rights and Powers of the Lessors or Transferrors under any Act or Acts of Parliament relating to them to make and levy Tolls, Rates, and Charges, and all other the Powers, Rights, and Authorities, Privileges, and Indemnities, and all the Duties and Liabilities, of the Lessors or Transferrors under any such Act or Acts with respect to the demised or transferred Premises, so far as they affect or relate to or arise out of the User and Enjoyment of the same, and which, but for the Existence of the Lease or the Execution of the Deed of Transfer, might be or have been exercised, enforced, and enjoyed by or obligatory on the Lessors or Transferrors, their Directors, Officers, Agents, and Servants, shall apply to, and may be exercised, enforced, and enjoyed by, and be obligatory on the Company, their Directors, Officers, Agents, and Servants, in like Manner and to the like Extent, and subject to the like Restrictions and Regulations, as if the Name of the Company instead of the Name of the Lessors or Transferrors had been

The Great Western Railway (Additional Powers) Act, 1865.

been inserted in the said Acts, and after the Execution of the Deed of Transfer the Company executing the same shall be dissolved, except for the Purpose of winding up its Affairs, and for the Payment of any Debts, Charges, or other Liabilities due or owing by them, or for which they are liable: Provided always, that the Lease or Transfer, or anything in this Act contained, shall not prejudice or affect the Mortgagees, Grantees of Rentcharges, or Bondholders of the Lessors or Transferrors, or any Right or Remedy which such Mortgagees, Grantees, or Bondholders, or any of them, may have or be entitled to.

44. None of the Powers or Provisions of this Act with respect to the Lease or Transfer of the *Great Western and Brentford* Railway and the *Wycombe* Railway respectively shall have any Operation or Effect unless and until the Contracts and Arrangements intended to be made for such Purposes respectively shall have been submitted to the Proprietors of the respective Companies Parties thereto, and approved of by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at a Meeting of each of the Companies Parties to such Lease or Transfer respectively specially convened for the Purpose.

45. The Seals of the Lessors or Transferrors and the Company respectively affixed to any such Lease or the Counterpart thereof, or to any such Transfer, shall, as between the Companies Parties thereto, be conclusive, and as between those Companies, or either of them, and any other Person or Corporation, shall be *prima facie* Evidence that the required Sanction of the Shareholders of the Company to whom such Seal belongs has been duly given.

46. Any Lease under this Act shall not take away, alter, or in anywise affect any of the Duties, Obligations, Restrictions, or Liabilities to which the Lessors but for the making of such Lease might by any Law or Statute be subject, but all Persons and Corporations, other than the Lessees of the Railway the Subject of such Lease, shall have the same Rights, Privileges, Powers, and Remedies against the Lessors after the making of and notwithstanding such Lease as they might have had if such Lease had not been made.

47. If and whenever any Rent or other like Consideration reserved and made payable by or under the Lease is not paid within Thirty Days after it becomes payable, having been during or after the Thirty Days demanded in Writing by the Lessors, the Lessors may recover the same from the Company, with Costs of Suit, in any Court of competent Jurisdiction, or may levy the same by Distress and Sale of the Goods and Chattels, Estate and Effects, of the [Local.] 50 X Company,

Recovery of
Rent or
other Con-
sideration.

The Great Western Railway (Additional Powers) Act, 1865.

Company, in like Manner as a Landlord may recover his Rent from his Tenant.

Receipt for
Rent or
other Con-
sideration.

48. The Receipt in Writing under the Common Seal of the Lessors or Transferrors, or under the Hands of any Two of their Directors respectively, for any Monies payable to the Lessors or Transferrors by the Company under the Lease or Transfer, shall be an effectual Discharge to the Company for the Money therein expressed to be received, and from all Liabilities, Claims, and Demands in respect thereof, and the Company in taking such Receipt shall not be bound to see to the Application of the Monies therein expressed to be received, or any Part thereof, or be liable or accountable for the Misapplication thereof.

Power for
Company to
lease Site
for Hotel at
Birmingham.

49 The Company, subject to the Sanction or Approval of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at a General Meeting specially convened for the Purpose, may lease for the Purposes of an Hotel, either in perpetuity or for such shorter Period as they think fit, to the *Birmingham and Great Western Hotel Company (Limited)*, the whole or any Parts of certain Lands adjoining the Passenger Station of the Company at *Birmingham*, with such Reservations or Exceptions, for such Considerations, either annual or gross, and upon such Terms and Conditions in all respects, as the Company and the *Birmingham and Great Western Hotel Company* agree on, and the *Birmingham and Great Western Hotel Company* may accept a Lease, and build, fit up, and maintain an Hotel there accordingly: Provided that the Lease shall contain Covenants or Provisions proper and sufficient for the following Purposes; (that is to say,)

- (A.) For the Maintenance and Repair of the Hotel Buildings by the Lessees, or, in case of their Default, by the Company at the Expense of the Lessees:
- (B.) For the keeping by the Lessees of the Hotel at all Times open as an Hotel, and for its not being used for any Purpose other than the proper Purposes of an Hotel, and for the proper Conduct of the Business of the Hotel:
- (C.) For subjecting the Means of Communication between the Hotel and the Company's Station and Station Yard there to such Rules and Regulations as the Company may from Time to Time think fit to impose:
- (D.) For protecting the Company's Station and Station Yard there, and the Traffic and Business thereof, from needless Interference by the Lessees:
- (E.) For Re-entry by the Company for Nonpayment of Rent or Nonperformance of the Lessees Covenants.

50. The

The Great Western Railway (Additional Powers) Act, 1865.

50. The Company on the one hand, and the *Birmingham and Great Western Hotel Company* (Limited) on the other hand, from Time to Time may make and carry into effect all such Agreements and Arrangements not inconsistent with any of the Provisions of this Act as they respectively think fit with respect to any such Lease, and the Lands which may be so leased, and the Purposes for which the Lease may be granted, and the Erection, Maintenance, and Management of an Hotel, Refreshment Rooms, and other Buildings and Accommodation hereupon, or with reference to any incidental or accessory Objects or Matters.

Power to enter into Agreements as to that Lease, &c.

51. The Company on the one hand, and the *New Swindon* and *Old Swindon* Local Boards of Health, or either of them, and any other Corporations or Persons respectively, on the other hand, may from Time to Time enter into and carry into effect Arrangements and Agreements for and with respect to the Supply of Water to the Company at *Swindon*, and to their Houses and Property there, on such Terms as may be agreed upon, and either by annual Payments or by a Contribution towards the Cost of any Works that may be required for and in respect of such Supply of Water, or otherwise.

Power to agree for Supply of Water at Swindon.

52. The Agreement, a Copy whereof is contained in the Schedule to this Act, shall be and is hereby confirmed and made binding on the *Great Western* and *Metropolitan* Railway Companies, and full Effect may and shall be given thereto: Provided that if a Bill be passed in the present Session authorizing a Transfer in perpetuity to the said Two Companies jointly of the *Hammersmith and City Junction* Railway, and such Transfer be accordingly made, the said Agreement shall as between the Two Companies be operative in like Manner and as fully in all respects as it would have been if that Agreement had contemplated and been applicable to such Transfer instead of a Lease.

Confirming Agreement between Company and Metropolitan Railway Company.

53. The Company may from Time to Time apply to any of the Purposes of this Act any Monies 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.

Company may apply Monies to Purposes of this Act.

54. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by borrowing, pay to any Shareholder Interest or Dividend on the Amount of the Calls made in respect of the Shares held by him: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with

Interest not to be paid on Calls paid up.

The Great Western Railway (Additional Powers) Act, 1865.

with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

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

Company
not exempt
from Pro-
visions of
present and
future Ge-
neral Acts.

56. Nothing in this Act contained shall exempt the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Rates for small Parcels authorized by this or any other Act relating to the Company.

Expenses of
Act.

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

The Great Western Railway (Additional Powers) Act, 1865.

SCHEDULE referred to in the foregoing Act.

THE GREAT WESTERN RAILWAY COMPANY and THE METROPOLITAN RAILWAY COMPANY.

1. Agreement to be in perpetuity, and to be scheduled to the Act of Parliament, and to include the following Points:—

2. The Lease of the Hammersmith and City Company to be taken by Great Western and Metropolitan Companies jointly. The Traffic of that Line between its Termini and Finsbury to be worked, as far as practicable, in equal Proportions by the Two Companies, the Metropolitan Company working their Moiety of the Traffic over the Two additional Lines provided by the Great Western Company between the Junction of the Hammersmith and Great Western Lines and the Bishop's Road Station, and the Great Western Company in like Manner working their Moiety of the Traffic over the Metropolitan Railway. Each Party undertakes not to use, either directly or indirectly, the Powers hereby given to the Prejudice of or in Competition with the other, or the Traffic properly belonging to the other. The present Rebate Arrangement to be continued so as to pay the Guaranteed Dividend upon the Hammersmith Railway, and any Deficiency to be provided by the Two Companies in equal Proportions. The Working Arrangement now existing for Hammersmith Traffic, dated Thirtieth April One thousand eight hundred and sixty-four, as well as the Terms arranged with the Hammersmith Company for providing Two additional Lines, and for the Junction with the Great Western Railway, as also the proposed Commutation of the Five and a Half per Cent. by Rebate into Five, Five One-eighth, Five One Quarter, Five Three-eighths, and Five and a Half certain, to be adopted by the Two Companies. Each Company to be allowed for their locomotive Expenses Twenty per Cent. of the Receipts for working on the Hammersmith and City Railway. The Great Western Company to have One Mile of Receipts between the Metropolitan and Hammersmith Junction, and the Metropolitan Company to have for working the Traffic over that Mile One Shilling and Fivepence per Train, it being provided by the Great Western Company that with respect to all Passenger Trains destined for the Metropolitan Railway the Train which first presents itself at the Signals or Junction of the Hammersmith and City Railway shall be allowed to proceed.

The Great Western Company to complete the above Two additional Lines of Railway as early as practicable, and before the Commencement of this Agreement. Reasonable and sufficient Allowance to be made for Metropolitan empty Passenger Carriages and Engines over the Great Western Railway free of Charge. The Metropolitan and Great Western Companies undertake not to promote, directly or indirectly, any Extensions from or beyond or in connexion with the Hammersmith Line which may have the Effect of diverting Traffic

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The Great Western Railway (Additional Powers) Act, 1865.

from the Great Western Railway, Metropolitan or Hammersmith and City Railways, and if Traffic be brought upon or over the Hammersmith and City Railway from Places having Stations on the Great Western Railway, the Great Western Company shall have Power of fixing Rates and Tolls in respect of such Traffic, and shall be entitled to a Mileage of Four Miles in the Division of such Tolls for the Distance from the Hammersmith Junction to the Bishop's Road Station.

3. The Metropolitan Company to take the Great Western Company's Obligations at Smithfield for a Payment of Two thousand Pounds per Annum, or, at the Option of the Great Western Company, to be declared within Fourteen Days of the Acceptance of this Agreement, the present Arrangement at Smithfield to remain in force. The Joint Lease of the Hammersmith and City Junction Railway to commence from the Sanction of the Agreement and Lease by the Shareholders of the Three Companies, the Great Western Railway Company undertaking to complete the additional Lines by the First October One thousand eight hundred and sixty-five.

4. The Great Western Company to lease and use in perpetuity or to purchase the spare Lands at Farringdon Street, according to the Plans delivered, at Five per Cent. on Cost of Land and permanent Works, but exclusive of all temporary Works.

5. The Metropolitan Company to provide Station Accommodation at Finsbury for Passenger and Parcels Traffic, and the Great Western Company shall pay the Proportion, according to the Number of Trains using such Station, on the Basis of Six per Cent. on Cost of Land and Works. In the Time Tables for the Passenger Trains of all Descriptions on the Metropolitan Railway the Metropolitan Company shall be entitled first to give a Preference to their own Local Trains. In case the Great Western Company and other foreign Companies desire to start Trains exactly at the same Time, the Great Western Trains shall have Priority. And in accordance with such Time Tables so arranged, the Great Western Company's Trains to proceed from Finsbury to Bishop's Road, and in case of Delay, from Non-readiness to start or otherwise, of either Metropolitan or Great Western Trains, no further Delay shall be caused to either Company's Trains than is necessary for the safe working of the Line.

6. The Tolls to be Mileage Rates for Passengers, Tenpence Goods, and Eightpence Minerals; and the Great Western Company to be at liberty to run Twenty-five Trains per Day each Way between Paddington, Farringdon Street, and Finsbury (Goods, Passenger, and Mineral Trains), on Payment monthly, in respect of such Tolls, of a minimum Sum of Twenty-five thousand Pounds per Annum in respect of all Traffic, except Hammersmith and City Junction Traffic, and to have the Option of increasing the Number of Trains up to Thirty per Day each Way on Payment of One thousand Pounds per Annum for each additional Train beyond the Twenty-five above mentioned.

7. Goods and Mineral Trains to be limited to the Hours between 7 P.M. and 8 A.M., except Three Trains each Way down about 3.4 and 6.30 P.M. and up about 8.30, 11, and 11.45 A.M.

8. All Passenger, Goods, and Mineral Trains to proceed over the Metropolitan Line as they present themselves at Bishop's Road and Farringdon Street Stations,

The Great Western Railway (Additional Powers) Act, 1865.

Stations, except that Passenger Trains in all Cases shall take Precedence of Goods and Mineral Trains.

9. All Great Western Trains from Finsbury shall convey local Passengers between any intermediate Stations on Metropolitan Railway at which such Trains are advertised to stop, the Metropolitan Company giving Preference to Passengers from intermediate Stations destined for Great Western Railway; but the Great Western Company are not expected to provide Accommodation for local Passengers starting from Finsbury, and Passengers from Finsbury will not be booked by Great Western Company's Trains to Metropolitan Stations. All Trains which do not arrive punctually at Bishop's Road Station shall become Local Trains, and shall stop at every Metropolitan Station. Four Up Trains, One between the Hours of 9 and 10 A.M., and about 9.30, and One between 10.30 and 11, and Two Trains between 11 and 11.45, with Two Down Trains at about 4.30 and 6.10, may omit stopping at Four intermediate Stations. Subject to the foregoing Conditions and Restrictions, all Great Western Trains shall convey local Passenger Traffic from Station to Station on the Metropolitan Railway, no Charges being made for such Service to the Metropolitan Company.

10. The present Arrangement to be continued and extended, as far as practicable, by Agreement until Four Months after the opening of the Line to Finsbury, and after the giving up of the Farringdon Street Station Land to the Great Western Company, when this Agreement shall come into force; but should the Alteration in Levels at Farringdon Street, or any Works consequent thereon, which the Metropolitan Company undertake to construct on the same Basis of Five per Cent. on Cost, delay the Construction of the Great Western Goods Station at that Place, such a Period shall be added to the above-named Four Months as (in the Opinion of an Arbitrator in case of dispute) shall meet fairly the Circumstances of the Case.

12. Great Western Trains on Metropolitan Line and Metropolitan Trains on Great Western Line to be under the Control of the owning Company.

13. Engines and Coke used on the Metropolitan Railway to be subject to the Approval of the Metropolitan Company.

14. Through Booking provided by each Company, the Great Western Company being at liberty, if they so desire, to appoint their own Booking Clerks at the Finsbury Station, and all Details to be arranged and Stipulations for mutual Protection.

15. Reasonable and sufficient Provision to be made for Great Western empty Waggons and Engines over the Metropolitan Railway to and from Paddington Station free of Charge.

16. No Clause in this Agreement, except Clause 2, applies to Great Western, Hammersmith and City Junction Traffic.

17. A full Arbitration Clause to meet all Cases in dispute with regard to the carrying out of this Agreement and all its Clauses; a Standing Arbitrator to be appointed, with Power to award Penalties for Breach.


Pending any such Arbitration, the Requirements of the General Managers of the respective Lines on all Matters affecting the Regularity of the Trains or the Safety of the Public to be complied with,

18. A formal


The Great Western Railway (Additional Powers) Act, 1865.

18. A formal Agreement to be prepared by Mr. Lloyd on behalf of both Companies.

Dated the Fourteenth Day of January One thousand eight hundred and sixty-five.



The Seal of the
Great Western
Railway Company.



The Seal of
the Metropolitan
Railway Company.

The Common Seal of the Metropolitan
Railway Company,
JOHN HENCHMAN, Secretary.

LONDON

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.