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VICTORIÆ REGINÆ.

Cap. cccvii.

An Act for conferring further Powers on the *Great Western* Railway Company in relation to their own Undertaking and the Undertakings of other Companies ; and for other Purposes.

[30th July 1866.]

WHEREAS it is expedient that the *Great Western* Railway Company should be empowered to construct the Railways and other Works in this Act mentioned, and to acquire additional Lands for Purposes connected with their Undertaking : And whereas it is expedient that the Company and the *Stratford-upon-Avon* Railway Company should be empowered to acquire certain Lands in the Parish of *Old Stratford* in the County of *Warwick*, and to enter into Agreements with reference to the Construction upon such Lands of a Joint Station, and the Adaptation, Maintenance, Management, and Use thereof, and otherwise in relation thereto : And whereas Plans and Sections showing the Lines and Levels of the Railways and other Works by this Act authorized, and the Lands authorized to be acquired and appropriated 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

[*Local.*]

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are

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26 & 27 Vict.
c. lxxv. are situate : And whereas by "The *Penarth* Harbour, Dock, and Railway Leasing Act, 1863," the *Penarth* Company are required to afford certain Facilities for Traffic passing to or from the *South Wales* Railway of the Company, and it is expedient that such Facilities should be extended to Traffic passing to and from certain of the Railways by this Act authorized : And whereas it is expedient that the Period

22 & 23 Vict.
c. lxxvi. limited by "The *Oxford, Worcester, and Wolverhampton* Railway Act, 1859," for the Purchase of Lands for the Construction of an Embankment or Embankments in lieu of Viaducts in the Parish of *Kingswinford* in the Hamlet of *Amblecote* in the Parish of *Hagley*, and in the Foreign of *Kidderminster*, should be extended : And

25 & 26 Vict.
c. clxviii. whereas it is expedient that the Period limited by "The *West Midland* Railway (Additional Works) Act, 1862," for the Construction of the Railways first, secondly, and thirdly described in and authorized by that Act should be extended : 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 superfluous Lands held by the Company and the *North-western* Company in connexion with the *Birkenhead* Railway and with the Joint Stations at *Chester* and *Shrewsbury* respectively : And whereas it is expedient that further Provision should be made and additional Powers conferred on the Company with reference to the Gauge of Portions of their Undertaking : And whereas it is expedient that the *Wellington and Drayton* Railway Company, the *Nantwich and Market Drayton* Railway Company, the *Stourbridge* Railway Company, the *Henley-in-Arden* Railway Company, the *Berks and Hants Extension* Railway Company, and the *Stratford-upon-Avon* Railway Company, or any or either of such Companies, should be empowered to transfer their Undertakings respectively to the Company, and that the Company should be empowered to accept such Transfer : And whereas it is expedient that the *Tenbury* Railway Company should be empowered to grant a Lease of or to transfer their Undertaking to the Company and the *North-western* Company jointly, and that those Companies should be empowered jointly to accept any such Lease or Transfer, and that the *Tenbury* Railway Company and the Company and the *North-western* Company should be empowered to enter into and carry into effect Agreements as in this Act provided : And whereas the Company and the *London and South-western* Railway Company are Lessees of and work the Railways of the *Weymouth* Company, and in respect thereof pay an annual Rent to the *Weymouth* Company, and it is expedient that the Company and the *South-western* Company on the one hand, and the *Weymouth* Company on the other, should be empowered to make Agreements with reference to the Rent or other Consideration now payable by the Company and the *South-western* Company, or either of them, to the *Weymouth* Company, and for the

Substitution

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Substitution in lieu of the Rent or other Consideration of Shares or Stock in the respective Undertakings of the Company and the *South-western* Company, and otherwise in relation thereto, and that the Company and the *South-western* Company should be empowered to issue Shares or Stock in pursuance of any such Agreement: And whereas it is expedient that further Provision be made with respect to the Joint Stations at *Chester* and *Hereford* respectively belonging to the Company and the *North-western* Company jointly, and with respect to the Joint Station at *Shrewsbury* belonging to the Company, the *Shrewsbury and Hereford* Railway Company, and the *Shropshire Union* Railways and Canal Company, and that the said Companies respectively should be empowered to make Agreements with respect to the several Matters in this Act mentioned in connexion with such Joint Stations respectively: And whereas it is expedient that the Company on the one hand, and the *South-western* Company on the other hand, should be empowered to make Agreements with reference to the Management, Use, working, running over, and Maintenance of Portions of the Railways belonging to them respectively, and with respect to the Interchange and Transmission of Traffic upon and over and between their Railways respectively, and otherwise in relation thereto: And whereas it is expedient that the Company should be empowered to make Agreements with the Owners of Steam and other Vessels trading or intending to trade from or near any Port or Place where there is from Time to Time a Station of the Company, or where they carry on Traffic, with respect to the Conveyance, forwarding, and Delivery of Traffic passing or intended to pass over the Railways of the Company, and conveyed or intended to be conveyed by the Steam or other Vessels of those Owners, and otherwise in relation thereto: And whereas it is expedient that the Agreement between the Company and the Committee of Commoners of *Malvern* with reference to the Compensation for commonable Rights over certain Lands in the Parish of *Great Malvern* (a Copy of which is contained in Schedule (B.) to this Act) should be confirmed: And whereas it is also expedient that Provision should be made for the stopping up and Discontinuance of a Portion of the old Turnpike Road leading from *Worcester* to *Newtown*, and that the Company and the Trustees of the *Worcester* Turnpike Roads should be empowered to enter into Agreements as by this Act provided: 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 that they should also be authorized to convert the different Sections of their Ordinary Stock into One uniform consolidated Stock, and that further Provision should be made with respect to other Shares or Stock in the Company: And whereas the Objects aforesaid cannot be attained without the Authority of Parliament:

May

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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,)

Short Title. 1. This Act may be cited for all Purposes as "*The Great Western Railway (Further Powers) Act, 1866.*"

8 & 9 Vict.
cc. 18. & 20.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 92. in-
corporated. 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,
"The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," Part I. (relating to the Construction of a Railway), Part II. (relating to the Extension of Time), Part III. (relating to Working Agreements), and Part V. (relating to Amalgamation) of the Railways Clauses Act, 1863.

Interpreta-
tion of
Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by this Act or 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 Company" means the *Great Western Railway Company*:

The Expression "the Railway" means the Railways and the Works connected therewith by this Act authorized, or any Part thereof:

The Expression "the *North-western Company*" means the *London and North-western Railway Company*:

The Expression "the *Cambrian Company*" means the *Cambrian Railways Company*:

The Expression "the *Stratford Company*" means the *Stratford-upon-Avon Railway Company*:

The Expression "the *South-western Company*" means the *London and South-western Railway Company*:

The Expression "the *Weymouth Company*" means the *Weymouth and Portland Railway Company*:

The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

4. Subject

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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 the Railways herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans, and described in the deposited Books of Reference, as may be required for that Purpose. The Railways herein-before referred to and authorized by this Act are,—

Power to make Railways according to deposited Plans.

1. A Railway of the Length of Five Furlongs and Four Chains, or thereabouts, commencing in the Parish of *Llandaff* by a Junction with the Railway of the *Penarth* Harbour, Dock, and Railway Company, and terminating in the Parish of *St. Mary, Cardiff*, by a Junction with the *South Wales* Railway of the Company :
2. A Railway of the Length of Three Furlongs and Eight Chains, or thereabouts, commencing by a Junction with the *South Wales* Railway of the Company near the Mile Post indicating 171 Miles on that Railway, and terminating by a Junction with Railway No. 1. :
3. A Railway of the Length of One Mile Two Furlongs and Seven Chains, or thereabouts, commencing by a Junction with the *Ely Valley* Railway near the Bridge on the Footpath from the *Penrhwyfer* Colliery to *Dinas*, and terminating at or near the public Road numbered on the deposited Plans of the said Railway 15 in the Parish of *Ystradyfodwg* leading from *Frawd Amman* and *Dinas* to *Pentrecael* and *Llandyfodwg* :
4. A Railway of the Length of Four Furlongs and Six Chains, or thereabouts, commencing by a Junction with the *Ely Valley* Railway near the Crossing of that Railway over the Turnpike Road leading from *Llantrissant* to *Bridgend*, and terminating by a Junction with the *Mwyndy* Branch of the said *Ely Valley* Railway :

Which several Railways are situate in the County of *Glamorgan*.

5. The Railways by this Act authorized are for all Purposes whatever, including the demanding and taking of Tolls, a Part of the Undertaking of the Company : Provided that the Tolls and Charges to be demanded by the Company in respect of the Railways by this Act authorized shall not exceed the Tolls and Charges prescribed by "The *Great Western* Railway Amendment and Extensions Act, 1847."

New Railways Part of Company's Undertaking.

6. Subject to the Provisions of this Act, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections relating thereto the Works herein-after described, with all proper Conveniences connected therewith, and

Company may execute other Works.

[Local.]

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may

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may enter upon, take, and use so much of the Lands delineated on the deposited Plans, and described in the deposited Books of Reference, as may be required for the Purpose. The Works are,—

1. A Footbridge for Passengers commencing at the *Osney Road, Oxford*, at a Point about 90 Yards Eastward of the Railway of the Company, and terminating at a Point about 50 Yards Westward of that Railway, and which said intended Footbridge will be wholly situate in the Parish of *St. Thomas, Oxford* :

And the Company may, on the Completion of such Footbridge, stop up and discontinue as a public Highway, and appropriate to the Purposes of the Company, so much of the Site of the existing Road, called *Osney Road*, as crosses the Railway of the Company on the Level, and as lies between the Points aforesaid :

2. An Alteration and widening of the Bridge at *Bloomfield* in the County of *Stafford* which carries a Branch Railway of the Company over the Canal, Basin, and Works of the *Birmingham Canal Company* :
3. An Alteration or Deviation within the Parishes of *Panteague, Llanvrechva, and Llanvihangel Pontymoile*, or some of them, in the County of *Monmouth*, of the public Footway leading from *Pontypool* to *Pontyfelin*, to commence at a Point North-westwards of the Company's *Pontypool Road* Station, and to terminate at a Point on the South Side of the Approach Road to that Station: Provided always, that the Company shall carry such altered or deviated Footway under the Line of the Railway of the Company at or near the River *Avon, Llwydd*, by means of an Archway or Opening, and the Span of the existing Archway or Opening in the Occupation of the *Ebbw Vale* Company, Limited, numbered 12, in the Parish of *Panteague*, on the deposited Plans and Books of Reference, shall not thereby be made less than it is at present ; and the Company shall carry such altered or deviated Footway over the private Railway of the *Ebbw Vale* Company, Limited, communicating with their *Pontymoile* Lower Works by means of a Bridge or Archway, with Headway over such private Railway equal to the Headway of the existing Bridge carrying the Line of the *Great Western Railway (Taff Vale Extension)* over such private Railway :
4. Another Alteration or Deviation within the same Parishes of a public Footway leading from *Pontypool* to *Pontyfelin*, to commence at the Bridge carrying the Company's *Taff Vale Extension* Railway over the *Monmouthshire* Canal, near *Pontymoile*, and to terminate Eastward of the Engine Shed at *Pontypool Road* Station: Provided always, that the Company shall not make such Alteration or Deviation so as to interfere with the

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the Construction or Use of the Siding or Branch Railway which they have agreed with the *Ebbw Vale* Company, Limited, to make for the Accommodation and Convenience of the *Pontymoile* Lower Works ;

And the Company may, on the Completion of the Two last-mentioned Alterations, respectively stop up and discontinue as public Footways, and appropriate to the Purposes of the Company, the Sites of so much of the existing Footways as are situate between the Points at which those Alterations respectively commence and terminate :

5. An Alteration in the Line and Levels of so much of the Turnpike Road leading from *Gloucester* to *Newnham* and *Maisemore* as extends from a Point 190 Yards or thereabouts East of the *Great Western* Railway Bridge under the Turnpike Road at *Over* to another Point 100 Yards or thereabouts West of such Bridge, and to a Point on the Branch Road leading to *Maisemore* 290 Yards or thereabouts North of such Bridge, which Portion of Road so proposed to be altered is situate within the Parishes of *Maisemore*, *Highnam*, *Over*, and *Linton*, *Saint Mary De Lode*, *North Hamlet*, or *Town Ham*, or some or One of them, in the County of *Gloucester*.

7. In constructing the new and altered Roads and Footways and other Works, not being Railways, by this Act authorized, the Company may deviate laterally from the respective Lines thereof shown upon the deposited Plans to any Extent not exceeding the Limits of such Deviations as defined on those Plans, and may deviate from the respective Levels thereof, as shown on the deposited Sections, to any Extent not exceeding Five Feet.

Power to deviate in construction of Roads and other Works.

8. The Company may improve the *Botley Road*, *Oxford*, between a Point about 264 Yards Eastward and another Point about 264 Yards Westward of the Crossing of that Road by the Railway of the Company in the Parish of *St. Thomas*, *Oxford*, by providing for the Discharge of the Surface Drainage of the Road, and by preventing other Waters from flowing on to the said Road.

Improvement of Drainage of *Botley Road*, *Oxford*.

9. In addition to the other Lands which the Company are by this Act authorized to acquire, they may from Time to Time enter upon, take, use, and appropriate to the Purposes of their Undertaking all or any of the Lands, Houses, and Buildings defined upon the deposited Plans, and described in the Books of Reference, and situate in the following Parishes and other Places ; (that is to say,)

Company may acquire other Lands.

In the Parishes or other Places of *St. Luke's Chelsea*, *St. Mary Abbots Kensington*, *Acton*, *Ealing*, *Hanwell*, *Hayes*, *Norwood*, *Hillingdon*, *West Drayton*, in the County of *Middlesex* :

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In the Parishes or other Places of *St. Lawrence Reading, St. Mary Reading, Hurst, Uffington*, in the County of *Berks*:

In the Parish of *St. Thomas* in the City and County of *Oxford*:

In the Parish of *Mells* in the County of *Somerset*:

In the Parishes or other Places of *Wooton St. Mary, Barton St. Mary, Ville of Wooton*, or some or One of them, in the County of *Gloucester*, and in the County of the City of *Gloucester*:

In the Parishes of *Tipton and Sedgley* in the County of *Stafford*:

In the Parish of *St. Woollos, Newport*, in the County of *Monmouth*, and in the Parishes and other Places of *Panteague and Llanvihangle Pontymoile* in the County of *Monmouth*: Provided always, that the Company shall not take and enter upon or purchase any Lands or Property in the said Parish of *Panteague* other than and except the Lands which are shown upon the deposited Plans in connexion with the proposed Alterations or Deviations of Footpaths or Footways near *Pontypool Road Station*: Provided also, that the Company shall not enter upon or purchase any Part of the Lands or Property numbered on the deposited Plans and in the deposited Books of Reference 1 in the Parish of *Saint Woollos, Newport*, and described in the said Books of Reference as belonging to the Corporation of *Newport*, without the Consent in Writing of the said Corporation under their Common Seal first had and obtained.

Certain
Lands not
to be taken
without
Consent.

10. Nothing in this Act contained shall empower the Company to take or acquire, without the Consent of the respective Owners thereof for the Time being, any of the Lands delineated on the deposited Plans and numbered thereon 12 in the Parish of *Hayes*, and under the Title "Additional Lands in the Parish of *Acton*," 1, 2, 3, 4, and 5 in that Parish, or in any Manner interfere with, interrupt, or impede the free Flow of the Water in the River *Brent*.

For Protec-
tion of the
Uxbridge
Road.

11. Whereas it may be necessary to widen the present Line of the *Great Western Railway* where it crosses over the *Uxbridge Road*, which is a Turnpike Road under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*: Therefore it shall not be lawful for the Company in making such widening in any way to interfere with or alter the Line or Levels of the said *Uxbridge Road*, but the Bridge for carrying such widening over that Road shall be of the same Span and Height as the Bridge which carries the present Railway over that Road.

For Pro-
tection of
Local Board
of the
Borough of
Reading.

12. In the Exercise of the Powers of this Act (so far as the same relate to the Acquisition of additional Lands in the Parishes of *Saint Lawrence, Reading, and Saint Mary, Reading*,) the Company shall

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shall be subject to the following Restrictions and Provisions ; (that is to say,)

The Company shall not enter upon, take, or use any Portion of the Road called the *Caversham Road*, and numbered 1 in the Parish of *Saint Lawrence, Reading*, and 19 in the Parish of *Saint Mary, Reading*, on the deposited Plans, except for the Purpose of widening the present Bridge carrying the Railway over the said Road, and such widening shall only be made on the South Side of the said Bridge, and shall not be of any greater Extent than Sixty Feet, measuring on the South Side of the present Bridge :

The widening of the present Bridge shall be effected only by means of a Girder Bridge of a sufficient Width to span the Road and the Footways on either Side thereof, with Columns or Extension of the present Abutments, if required, in a Line with the supporting Walls or Abutments of the present Road Bridge :

The Company shall leave sufficient Space for the Lighting and Ventilation of the Roadway under that Bridge between the existing Bridge and any Extension thereof :

The Company shall prolong the existing Footway under the said Bridge on the East Side thereof throughout any Extension of such Bridge, and shall also form and construct a Footway on the West Side of the said Bridge of the same Width and Dimensions as that on the East Side when prolonged :

The Company shall at their own Expense, and to the Satisfaction of the Local Board for the Borough of *Reading* (herein-after called the Local Board), well and sufficiently light the Road and Footways under the said Bridge, when extended, with Lamps, not being less in Number than Six, of the same Kind and Description as the public Lamps in use in the Borough of *Reading* :

The Parapet Walls of the said Bridge shall be on each Side of a Height not less than Seven Feet from the Level of the Lines of the Railway over the Bridge, and shall be continued at such Height Eastward and Westward for a Distance of not less than Fifty Feet from the Centre of the Bridge :

The Company shall, to the Satisfaction of the Local Board, reconstruct any existing Sewers or Drains, so far as they may be interfered with by the Company's Works of proposed widening of Bridge, and provide proper and sufficient Means of Access to the existing Sewer or Drain under the said Bridge :

If any Difference shall arise between the Company and the Local Board with reference to any of the Matters in this Enactment contained, the same shall be settled by an Arbitrator to be appointed by the Board of Trade.

13. The Company and the *Stratford-upon-Avon* Railway Company, or either, may from Time to Time enter upon, take, use, and appropriate Power to Company and Stratford-upon-

[Local.]

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Avon
Railway
Company to
purchase
Lands.

appropriate to the Purpose of a Joint Station, as herein-after authorized, all or any of the Lands, Houses, and Buildings in the Parish of *Old Stratford* in the County of *Warwick* defined upon the deposited Plans, and described in the deposited Books of Reference.

Power to
Company to
consolidate
existing
Stocks into
One Stock.

14. The Company, subject to the Sanction or Approval of at least Three Fourths of the Votes of the Shareholders present in person or by proxy at a General Meeting specially convened for the Purpose, may consolidate or convert into One Ordinary Stock all or any of the Ordinary Stocks of the respective Sections of the Company, and such Consolidation or Conversion shall be on such Terms and Conditions as may be resolved upon, but such Resolution shall have no Effect until it is approved of by at least Three Fourths of the Votes of the Holders of Ordinary Stock in the respective Sections at Meetings of the Holders of such respective Stocks duly convened for the Purpose, which respective Meetings may be convened by the Company, and at such Meetings the Holders of Ordinary Stock in the respective Sections shall have the same Right and Power of voting in every respect as if those Meetings were Meetings of the Company.

Proprietors
of Stock
may transfer
the same.

15. After such Consolidation or Conversion shall have taken place all the Provisions of any Acts of Parliament which require or imply that the ordinary Capital of the Company shall be divided into separate Sections or kept distinct, or shall be divided into Shares of any fixed Amount and distinguished by Numbers, shall, as to so much of the Capital as shall have been so consolidated or converted, cease and be of no Effect, and the several Holders of such Stock may thenceforth transfer their respective Interests therein, or any Parts of such Interests, in the same Manner, and subject to the same Regulations and Provisions, as or according to which any Stock in the Capital of the Company may now be transferred; and the Company shall cause an Entry to be made in some Book to be kept for that Purpose of every such Transfer.

Register
of Stock.

16. The Company shall from Time to Time cause the Names of the several Parties who may be interested in any such Stock, with the Amount of the Interest therein possessed by them respectively, to be entered in a Book or Books to be kept for the Purpose, and to be called "the Register or Registers of Holders of Stock."

As to Ex-
change of
Certificates.

17. From and after such Consolidation or Conversion of the said Capital, the Company shall, in exchange for the existing Certificates of Stock, issue to the respective Proprietors thereof, free of any Charge in respect of the same, other Certificates representing the Stock for which the existing Stock may have been exchanged: Provided always, that until such Exchange the existing Certificates of Stock shall have and

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and possess the same Rights and Advantages as if they were Certificates issued in exchange under the Provisions of this Enactment, but after such Exchange the Company shall cancel the same.

18. After such Consolidation or Conversion of the Ordinary Stocks of the Company there shall be opened One Capital Account, to which shall be charged all the Expenditure on Capital Account which may then have been incurred by each of the Sections, and also their separate Liabilities of every Description, and also the Expenditure on Joint Account, and all other Sum or Sums of Money which may be thereafter expended on Capital Account for any Purpose, and until such Consolidation or Conversion the separate Liabilities of every Description of or belonging to each Section of the Company shall be charged to the separate Capital Account of that Section.

One Capital Account to be opened after the Amalgamation of the Ordinary Stocks.

19. And whereas the Company have received in respect of *Berks and Hants Extension* Shares, which are entitled to a Dividend of Five *per Centum per Annum*, the Sum of Fifty-three thousand two hundred and thirty-two Pounds, and the Company have also received from the Holders of such Shares the Sum of Six thousand one hundred and sixty Pounds by way of Advances thereon, of which latter Sum Two thousand eight hundred and sixty Pounds is entitled to a Dividend of Five *per Centum per Annum*, and the remaining Three thousand three hundred Pounds is entitled to a Dividend of Four and a Half *per Centum per Annum*, and it is desirable that the Company should be authorized to cancel all the said Shares, and to create and issue Stock in lieu thereof: Therefore the Company are hereby authorized to cancel the said Shares, and to issue to the Holders thereof in lieu thereof the Sum of Fifty-three thousand two hundred and thirty-two Pounds *Berks and Hants Extension* Stock, and also the Sum of Five thousand eight hundred and thirty Pounds Stock in lieu of the Advances on the said Shares, and the Stock so created shall be entitled to a perpetual guaranteed Dividend out of the Revenues of the *Great Western* original Section of the Company at the Rate of Five *per Centum per Annum*, and to all the Rights, Privileges, and Priorities heretofore enjoyed by the Holders of the *Berks and Hants Extension* Shares in respect thereof.

Power to Company to cancel *Berks and Hants Extension* Shares and issue Preference Stock.

20. And whereas the Proprietors of the *Henley* Railway now amalgamated with the Company have subscribed the Sum of Ten thousand one hundred Pounds, which is entitled to a Dividend at the Rate of Three *per Centum per Annum*, and it is desirable that the Company should be authorized to substitute for such Subscription Stock in their Undertaking: Therefore the Company may create and issue to such *Henley* Railway Proprietors in lieu of their Subscriptions a Sum of Six thousand and sixty Pounds *Henley* Railway Stock, which shall be entitled to a perpetual guaranteed Dividend out of the Revenues

Power to Company to convert *Henley* Subscription into Stock.

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Revenues of the *Great Western* original Section at the Rate of Five *per Centum per Annum*, and to all the Rights, Privileges, and Priorities heretofore belonging to the *Henley* Railway Subscription.

Power to
Company to
convert
Wilts and
Somerset
redeemable
Stock into
irredeemable
Stock.

21. And whereas of the *Wilts, Somerset, and Weymouth* Annuity Stock of the Company the Sum of Eight hundred and twenty-five thousand one hundred Pounds, is issued irredeemable by the Company, and is entitled to a perpetual Annuity at the Rate of Four *per Centum per Annum*, and the Remainder of such *Wilts, Somerset, and Weymouth* Annuity Stock, amounting to Six hundred and seventy-four thousand nine hundred Pounds, is issued redeemable by the Company, and it is desirable that the Company should be authorized to issue in lieu of the said Stocks irredeemable Stock in their Undertaking: Therefore the Company may create and issue in lieu of such redeemable Stock the Sum of Five hundred and thirty-nine thousand nine hundred and twenty Pounds Stock, to be called Rentcharges and Annuity Stock, which shall be entitled to a perpetual guaranteed Dividend out of the Revenues of the *Great Western* original Section at the Rate of Five *per Centum per Annum*, and shall rank for Dividend *pari passu* with the *Wilts, Somerset, and Weymouth* Annuity Stock; and the Company may, with the Consent of the Holders for the Time being respectively of the *Wilts, Somerset, and Weymouth* Annuity Four *per Centum* Stock, issue to them for every One hundred Pounds of such Four *per Centum* Stock the Sum of Eighty Pounds Rentcharges and Annuity Five *per Centum* Stock; and the Company may from Time to Time, with the Consent of the Holders for the Time being of the *Berks and Hants Extension* Stock and the *Henley* Railway Stock, issue in exchange for such Stocks a similar Amount of Rentcharges and Annuity Stock, and such last-mentioned Rentcharges and Annuity Stock shall rank *pari passu* with and be entitled to similar Rights, Privileges, and Priorities to the first-mentioned Rentcharges and Annuity Stock.

Power to
Company to
create a new
Stock in lieu
of the un-
issued Four
and a Half
per Cent. re-
deemable
Preference
Stock of the
Company.

22. And whereas of the Four and a Half *per Centum* redeemable Preference Stock of the *Great Western* original Section created in One thousand eight hundred and sixty there remains unissued the Sum of Fifty thousand six hundred and forty-four Pounds, and of the Four and a Half *per Centum* irredeemable Preference Stock of the *Great Western* original Section created in One thousand eight hundred and sixty-three there remains unissued the Sum of Four hundred thousand Pounds, making together the Sum of Four hundred and fifty thousand six hundred and forty-four Pounds, and it is desirable that the Company should be authorized to create an irredeemable Preference Stock in lieu thereof: Therefore the Company may and they are hereby authorized to create and to issue in lieu of such unissued Stock a corresponding Amount of irredeemable Preference Stock, entitled to a Dividend not exceeding the Rate of Five *per*

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per Centum per Annum, which shall rank *pari passu* with and be entitled to all the Rights, Privileges, and Priorities of the said irredeemable Four and a Half *per Centum* Preference Stock created in One thousand eight hundred and sixty-three; and the Company may from Time to Time, with the Consent of the Holders for the Time being of the Four and a Half *per Centum* Preference Stock created in One thousand eight hundred and sixty, and the Four and a Half *per Centum* Preference Stock created in One thousand eight hundred and sixty-three, issue to them in exchange for such Stock Ninety Pounds of Five *per Centum* irredeemable Preference Stock for every One hundred Pounds of the Four and a Half *per Centum* Preference Stock, and such last-mentioned Five *per Centum* Preference Stock shall rank *pari passu* with such first-mentioned Five *per Centum* Stock.

23. Whereas some of the Powers to raise Capital for the Sections of the Company are not required for the Purposes of those Sections, but are necessary for the joint Purposes of the Undertaking: Therefore the Capital which may be raised for the original Section shall be Twenty-one million one hundred thousand Pounds, for the *West Midland* Section Four million seven hundred and seventy-seven thousand two hundred and sixty Pounds, and for the *South Wales* Section Three million four hundred and sixty-three thousand one hundred Pounds, and the Balance, amounting to Two million four hundred and thirty-eight thousand six hundred and eighty-seven Pounds, authorized before the passing of this Act, may be exercised for joint Purposes, and the Capital may be raised as Joint Capital, and for this Purpose the Company may cancel all or any of the Shares or Stock of the Sections which may not have been issued, including the Calls not made on the *Windsor* Shares of the Company, amounting to Eleven thousand six hundred and seventy-six Pounds, and may consolidate the Seven thousand seven hundred and eighty-four Pounds received on those Shares into original Ordinary Stock, and the aggregate Capital which the Company are authorized to raise by the Creation of Shares or Stock (but exclusive of any Sum or Sums of Money which they may by any Act of the present Session be authorized to raise) is hereby declared to be Thirty-one million seven hundred and seventy-nine thousand and forty-seven Pounds, and the Company may from Time to Time create and issue Shares or Stock for so much of the said Capital as has not been raised by Shares or Stock of the Company.

Declaring
present
Capital and
authorizing
Shares or
Stock for
Amount not
created.

24. In addition to the said Capital of Thirty-one million seven hundred and seventy-nine thousand and forty-seven Pounds, but exclusive as aforesaid, the Company, for the general Purposes of their Undertaking, and for increasing their Traffic, and for the more efficient

Power to
create new
Shares or
Stock for
general
Purposes.

[Local.]

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efficient

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efficient working thereof, and for constructing the new Works by this Act authorized, and for providing additional Rolling Stock, Plant, and other Accommodation, and for laying down on some Portions of their Undertaking, and on Undertakings leased by them, Rails adapted to the Narrow Gauge, may from Time to Time raise, by the Creation of Shares or Stock in their joint Undertaking, such Sum or Sums of Money as they think fit, not exceeding in the whole One million two hundred and twenty thousand nine hundred and fifty-three Pounds, making the Share Capital of the Company under this Act Thirty-three million Pounds, but no Portion of such Sum shall be raised without the Authority of a General or Special General Meeting of the Company.

Power to
borrow on
Mortgage.

25. The Company, by Order of a General Meeting of the Shareholders, may from Time to Time borrow on Mortgage of their Undertaking such Sums as they think fit, not exceeding, except as by this Act provided, the Sum of Eleven million Pounds, inclusive of Mortgages granted by the Company before the passing of this Act and for the Time being in force, and also inclusive of the Amount of any Mortgage Stock and Debenture Stock, and of the Amount represented by Mortgage Annuities, and such Power shall be in substitution for, and not in addition to, all other Powers of borrowing Money on Mortgage of the Company's Undertaking conferred by any Act relating to the Company: Provided always, that as regards Four hundred thousand Pounds, Part of the said Sum of Eleven million Pounds, no Part thereof shall be borrowed until Shares for the whole of the additional Capital of One million two hundred and twenty thousand nine hundred and fifty-three Pounds by this Act authorized to be raised by Shares or Stock shall have been issued and taken up, and One Half thereof shall have been paid up, and the Company have proved to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all the said additional Capital have been issued and accepted, and that One Half of such Capital has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Shares were issued and taken *bonâ fide*, and are held by Persons or their Assigns, and that such Persons or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Limiting
Powers of
existing
Acts.

26. The Company shall not raise by Shares or Stock or Guarantee, under any Act passed prior to the present Session of Parliament or under this

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this Act, any greater Sum than the said Sum of Thirty-three million Pounds, nor shall they raise by Mortgage, Bond, or Debenture Stock any greater Sum than the said Sum of Eleven million Pounds: Provided always, that this Restriction does not extend or apply to any Shares or Stock which the Company are by this Act authorized to create for the Purposes of or in connexion with any Transfer to the Company of the Undertaking of any other Company: Provided also, that the Powers contained in the Acts mentioned or referred to in the Schedule (A.) to this Act are hereby reserved to the Company, and may be exercised by them.

27. The Company, with the Consent of Three Fifths of the Votes of the Shareholders of the Company present personally or by proxy at a Meeting of the Company convened with special Notice of such Object, may assign to any Stock or Shares which they may create under the Powers of this Act such Amount of preferential Dividends as they think fit, not exceeding Six Pounds *per Centum per Annum* on the Amount of such Stock, or on the Amount for the Time being paid up on any such Shares, and, except as in this Act or in any other Act passed in the present Session of Parliament otherwise provided, all such Stocks or Shares, and all other Stocks and Shares authorized by every other Act passed in the present Session of Parliament which may be raised on joint Account, shall rank whenever created *pari passu* with each other: Provided that, in respect of any Part of the said Sum of Thirty-three million Pounds which may not have been raised at the Time of the passing of this Act, if in any Year ending the Thirty-first Day of *January* there shall not be Profits of the Company available for the Payment of the whole of the preferential Dividends assigned thereto, the Deficiency shall not be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company: Provided always, that the Powers granted to the several Sections of the Company prior to the Amalgamation Act of 1863 to create and issue new Shares or Stock, both guaranteed and preference, for the Purpose of redeeming, paying off, or purchasing like Amounts of existing Guaranteed and Preference Capital, shall be reserved to those Sections, but the aggregate Amount of such new Guaranteed or Preference Shares or Stock respectively shall not be of greater Amount than the Guaranteed and Preference Capital respectively which may have been redeemed, paid off, or purchased, and the fixed Dividend which the Company may assign to such new Guaranteed and Preference Stock or Shares respectively shall be Five *per Centum per Annum*, or such less Rate as the Company may determine.

Power to assign preferential Dividends to Shares or Stock to be created under this Act.

28. If the Company, after having created any Shares or Stock, determine not to issue the whole of the Shares or Stock so created, they may cancel the unissued Shares or Stock, and may from Time to

Power to cancel unissued Shares or Stock.

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to Time thereafter create and issue instead thereof other Shares or Stock of an aggregate Amount not exceeding the aggregate Amount of the Shares or Stock so cancelled, and in like Manner the Company may create and issue Shares or Stock in lieu of any Shares or Stock which may have been issued and redeemed.

As to
Amount,
Payment
and Disposal
of Shares
and Stock.

29. Any Shares, whether ordinary or preferential, which the Company may create, shall be of such Amount each, and payable by such Instalments or Calls, and at such Periods, and any such Shares and any Stock, whether ordinary or preferential, which the Company may create, shall be issued and disposed of to such Persons and in such Manner, and be redeemable or irredeemable, terminable or perpetual, and in other respects subject to such Terms and Conditions, as the Company shall prescribe.

Shares not
to issue until
One Fifth
paid up.

30. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Except as
otherwise
provided
new Shares
created by
Company to
be subject
to same
Incidents
as other
Shares.

31. Except as by or under the Provisions of this Act otherwise provided, the new Share Capital created by the Company under this Act, and the Shares therein, and the Holders of those Shares respectively, shall be subject and entitled to the same Powers, Provisions, Forfeitures, Liabilities, Rights, Privileges, and Incidents whatsoever in all respects as if that new Capital were Part of the now existing Joint Share Capital of the Company, and those Shares were Shares in that Joint Capital.

Dividends on
new Shares
created by
Company.

32. Every Person who becomes entitled to a new Share created by the Company under this Act shall in respect of the same be a Shareholder in the Company, and shall be entitled to a Dividend with the other Holders of Shares of the same Class or Description proportioned to the whole Amount from Time to Time called and paid on such new Shares.

Votes in
respect of
new Shares
created by
Company.

33. Except as otherwise expressly provided by the Resolution creating the same, no Person shall be entitled to vote in respect of any Share created or issued under this Act to which a preferential Dividend shall be assigned.

Terms and
Conditions
of Shares to
be stated on
Certificates.

34. The Terms and Conditions to which any Preference Shares created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Preference Share.

35. Subject

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any Heights and Spans not less than the Heights and Spans herein-after mentioned in connexion with those Roads respectively ; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
RAILWAY No. 4. (on the deposited Plans referred to as Railway No. 9.)				
5	Llantrissant -	Road - -	15 Ft.	25 Ft.
9	Ditto -	Ditto - -	15 Ft.	25 Ft.

48. The Company may make the Roadway over the Bridges by which the following Roads will be carried over the Railway of such Width between the Fences thereof as the Company think fit, not being less than the respective Widths herein-after specified ; (that is to say,)

Widths of certain Roadways.

No. on Plan.	Parish.	Description of Roadway.	Width of Roadway.
RAILWAY No. 3. (on the deposited Plans referred to as Railway No. 8.)			
15	Ystradyfodwg -	Road - -	12 Ft.
47	Ditto -	Road - -	12 Ft.

49. The Site and Soil of the Roads and Footpaths by this Act authorized either wholly or partially to be stopped up and discontinued, and the Fee Simple and Inheritance thereof, shall be from the Time of the stopping up thereof respectively absolutely vested in the Company, except so much of the Site of the said Footpaths as passes through the Lands of any private Party or Parties.

Site and Soil of Highways stopped up to belong to Company.

50. The new, altered, and substituted Roads and Footpaths by this Act authorized shall, when and so soon as the same are made and completed and opened for public Traffic, be substituted for the Portions of Roads and Footpaths authorized by this Act to be stopped up, and shall thenceforth have all the Incidents, including the Repair and Maintenance thereof, which the Portions of Roads and Footpaths stopped up would have had if this Act had not passed.

New Highways to be substituted for those stopped up.

51. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses 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

Notice to be given of taking Houses of Labouring Classes.

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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.

Penalty for
Non-comple-
tion of
Railway
within Time
limited.

52. If the Railway by this Act authorized be not completed and opened for public Traffic within the Period by this Act limited for the Completion thereof, then (subject to the Provision herein-after contained) the Company shall be liable to forfeit and pay the Sum of Fifty Pounds for every Day after the Expiration of that Period during which the Railway shall remain unopened, which Amount shall be a Debt from the Company to the Crown, and be recoverable accordingly: Provided always, that no such Penalty shall accrue or be payable for or in respect of any Time during which the Company may be prevented from completing or opening the Railway by unforeseen Accident or Circumstances beyond their Control (of which Prevention, and of the Time for which it may have endured, the Certificate of the Board of Trade shall be sufficient Evidence), and that Board, on the Production of such Proof as they shall deem sufficient, shall grant such Certificate accordingly: Provided always, that the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

As to Con-
struction of
Bridge over
the Birming-
ham Canal.

53. And whereas the Alteration and widening of the Bridge at *Bloomfield*, hereby authorized and described in Section 6 of this Act, is intended to be effected by the Construction of an additional Bridge over a certain Canal of the Company of Proprietors of the *Birmingham Canal Navigations* (which Company is herein-after referred to as the *Birmingham Canal Company*), called "the *Wolverhampton Level*," in the Parish of *Tipton* in the County of *Stafford*, as shown upon the Plans so deposited as aforesaid: Therefore the Company shall, at their own Expense, construct in a proper Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *Birmingham Canal Company*, a good and substantial Bridge over the said Canal, and the Towing-paths, Banks, and other Works thereof, at the Point and as shown upon the said Plans so deposited as aforesaid; and the clear Opening or Span of the Arch of such Bridge between the Walls or Abutments thereof shall be of such Width on the Square as shall be equal to and sufficient to clear and leave unobstructed at the Point of crossing the whole navigable Waterway of the Canal, and a Space of not less than Nine Feet wide on each Side thereof for a Towing-path, and such Bridge shall have close Fences not less than Six Feet high above the Level of the Rails, and the Spring of the Arch or Soffit of the Girders shall, at the aforesaid Point of crossing over the said Canal, commence at a Point not being less than Seven Feet above the present Surface of the Towing-path
of

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of the said Canal, and the Underside of the Middle of the Arch shall not be less than Eight Feet above the Top-water Level of the said Canal; and if the existing Bridge immediately adjoining which carries the *Birmingham, Wolverhampton, and Stour Valley* Railway over the said Canal and Towing-path shall at any Time hereafter be raised or altered by the *Birmingham, Wolverhampton, and Stour Valley* Railway Company, or the Owners or Lessees of such Railway for the Time being, so as to make the same above the Height herein-before stipulated for the said intended Bridge, then the Company shall forthwith raise or alter their Bridge so that it shall give the same Height over the Towing-path and the Top-water Level of the Canal as the said existing Bridge in its raised or altered State, and the extreme Width of such intended Bridge shall not exceed Thirty Feet.

54. The Company shall, at their own Expense, at all Times for ever after the said intended Bridge shall have been completed keep the same and all future Bridges to be erected or made in lieu thereof (and which shall be at the same Place, in the like Direction, and of the like Dimensions and Capacity as are herein-before severally mentioned), together with all Works belonging to or connected therewith respectively, in good and complete Repair to the reasonable Satisfaction of the Engineer for the Time being of the *Birmingham Canal* Company; and in case of any Want of Repair to such Bridges, or either of them, or any Work belonging thereto or connected therewith, and whether such Want of Repair shall arise from the sinking of such Bridges, or either of them, or any Part thereof respectively, or from any other Cause whatsoever, and upon Notice in Writing thereof being given by the *Birmingham Canal* Company, or their Clerk, to the Company, then the Company shall, within the Space of Ten Days after such Notice, commence the Repairs, or, as the Case may require, the raising or rebuilding or Reconstruction of the Bridge which shall be out of repair, or such Part or Parts thereof as it shall for the Time being be requisite to repair, raise, or rebuild or reconstruct, and proceed therein with all reasonable Expedition until such repairing, raising, or rebuilding or Reconstruction shall be wholly completed; and if the Company shall fail to commence the same within the said Space of Ten Days, or proceed therein with all reasonable Expedition as aforesaid, it shall be lawful for the *Birmingham Canal* Company to make all such Repairs to any such Bridge or Works, and to raise or rebuild or reconstruct the same, or such Part thereof as shall be necessary, in such Manner as they may think proper, and all the Expenses thereof shall be repaid by the Company to the *Birmingham Canal* Company upon Demand; and in default of such Payment any Two of Her Majesty's Justices of the Peace for the County of *Stafford* shall, on Application by the *Birmingham Canal* Company, or their Clerk, or any other Person authorized by them, by Warrant

Company to
keep Bridge,
&c. in repair.

[Local.]

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under

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under the Hands and Seals of the said Justices, cause the Amount of such Expenses (which Amount shall be settled and allowed by such Justices) to be levied by Distress and Sale of the Goods and Chattels of the Company, and to be paid to the *Birmingham Canal Company*, their Agents or Clerk, rendering the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to the Company, or otherwise the *Birmingham Canal Company* may sue for and recover such Expenses as aforesaid against the Company in any of the Superior Courts: Provided always, that during the Progress of constructing such Bridge, and at all future Times during any Repairs, raising, rebuilding, or Reconstruction thereof, the Engineer for the Time being of the *Birmingham Canal Company*, with the requisite Assistants and Workmen, shall have free Access to such Bridge, and full Permission to inspect the Workmanship and Materials thereof.

Company to
maintain
Lamps over
Canal.

55. The Company shall, before commencing and during the Construction of the said Bridge, well and sufficiently light the Canal and Towing-path under and near the intended Point of crossing every Night from the setting of the Sun until the rising of the Sun on the following Morning, and shall forthwith, after the said Bridge shall have been completed, supply and fix at such Points on or near the said Bridge as the *Birmingham Canal Company* shall from Time to Time require, and light, extinguish, clean, and keep in repair, Two Gas Lamps, with proper Burners and Apparatus, each Lamp to be square and of good clear Glass, to the Satisfaction for the Time being of the *Birmingham Canal Company*, and each Burner to be of the Form commonly called Batswing, and to be capable of supplying Five Cubic Feet of Gas in every Hour; and the Company will nightly and every Night after the Completion of the said Bridge supply each of the said Lamps with Coal Gas of equally good Quality with that for the Time being usually consumed in the District, and keep each Lamp continually burning for a Period commencing not later than Thirty Minutes after the setting of the Sun, and ending not sooner than Thirty Minutes before the rising of the Sun on the following Morning.

Company
not to alter
the Course
or obstruct
the Navi-
gation of
Birmingham
Canal.

56. It shall not be lawful for the Company or any Person in execution of this Act to alter the Course of the said Canal or any other of the Canals of the *Birmingham Canal Company*, or to contract the Width of the same or any of them, or the Towing-paths thereof, or of any Space reserved or intended as a Towing Path or Paths thereof, or to obstruct the Course or Supply of the Water in or to the said Canals or any of them, or in any Manner to impede the Navigation thereof or the Access thereto, or to any Wharf or Wharves adjoining, or to injure any of the Banks or other Works of or belonging to

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to the said Canals or any of them ; and it shall not be lawful for the Company (except for the Purpose of crossing the said Canal) to take or interfere with the said Canals or any of them, or any of the Lands of the *Birmingham* Canal Company, or to make any lateral Deviation from the Course or Direction of the said Bridge hereby authorized as delineated on the said Plans so deposited as aforesaid, by which Deviation any of the Lands, Wharves, Warehouses, Buildings, Locks, Side Ponds, Towing-paths, Bridges, Reservoirs, Feeders, or other Works of any kind of the *Birmingham* Canal Company shall be taken, used, or damaged, without the Consent in Writing of the *Birmingham* Canal Company under their Common Seal first had and obtained.

57. If by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction or of the bad State of Repair of any such Bridge as aforesaid, or any of the Slopes, Banks, or Works of the said Bridge near the said Canals, or any of them, or of any other Works by this Act authorized to be constructed, or by any Act or Omission of the Company, or any of their Agents or Servants, it shall happen that the said Canals or any of them, or the Towing-paths thereof or any of them, or any of the Works connected therewith, shall be so injured or obstructed that Boats or other Vessels using the same, with their usual and accustomed Loads, shall be obstructed, impeded, or delayed in their Passage along the said Canals, or any of them, or shall not be able to pass freely along the same, then and in such Case the Company shall pay to the *Birmingham* Canal Company as or by way of ascertained Damages the Sum of Three hundred Pounds for every Twenty-four Hours during which any such Obstruction or Impediment shall continue, and so in proportion for any less Period than Twenty-four Hours ; and in default of Payment of any such Sum on Demand made on the Company the *Birmingham* Canal Company may sue for and recover the same, together with full Costs of Suit, against the Company in any of the Superior Courts.

In case of
Obstruction
to Navi-
gation
Railway
Company
liable to
Damages
for same.

58. Provided always, That nothing herein contained shall extend to prevent the *Birmingham* Canal Company or any other Company or Person from recovering against the Company any special, further, or other Damages that may be sustained by the *Birmingham* Canal Company or any other Company or Person on account of any Act or Default of the Company in respect of which any Sum or Sums in the Nature of liquidated Damages is or are hereby imposed or made payable beyond the Amount thereof, or from recovering against the Company any Damages that may be sustained by the *Birmingham* Canal Company or any other Company or Person on account of any Act

Nothing to
prevent
other
Persons
suing for
Damages.

or

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or Default of the Company in respect of which no Sum in the Nature of liquidated Damages is hereby imposed or made payable.

Company
not to inter-
fere with
the Rights,
&c. of the
Canal
Company.

59. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Birmingham* Canal Company in and by all or any of the several Acts of Parliament now in force relating to the said Canals, except as is expressly enacted by this Act:

As to
Bridges over
Pavements
or Footways
of Streets,
&c. in
Borough of
Cardiff.

60. The Company shall keep all their Bridges over the Pavements or Footways of any Street, Road, or Highway within the Borough of *Cardiff*, so far as they reasonably can do so, Water-tight, and so as to prevent as far as practicable the Percolation or dripping of Rain or other Water through or from the same.

For Pro-
tection of
Sewers of
Metropolitan
and other
Boards.

61. When 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 of 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 Section 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, Section, 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 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

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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 new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Cost, Charges, or Expenses of the Company under the Provisions of this Act, the same 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.

62. The Provisions of Sections 18, 19, 20, and 21 of "The *Penarth* Harbour, Dock, and Railway Leasing Act, 1863," with respect to Traffic passing to or from the *South Wales* Railway over any Part of the Railways of the *Penarth* Harbour, Dock, and Railway Company, or to or from the *South Wales* Railway from or to the Harbour, Docks, and Works of that Company, shall extend and apply to Traffic passing over the Railway No. 1. and the Railway No. 3. by this Act authorized to or from the Railways, Harbour, Docks, and Works of the *Penarth* Harbour, Dock, and Railway Company, and when and so soon as either Railway No. 1. or Railway No. 3. is completed and opened for public Traffic the Junction with the *South Wales* Railway mentioned in Section 18 of the said Act shall be deemed to be effected according to the Intent and Meaning of that Act.

Applying Provisions of *Penarth* Company's Act of 1863.

63. The Period limited by "The *West Midland* Railway (Additional Works) Act, 1862," for the Construction of the Railways by that Act authorized, and therein first, secondly, and thirdly described, is extended for the Period of Three Years from the passing of this Act, and Section 35 of that Act, so far as it relates to those Railways, is hereby repealed.

Extension of Time for Construction of the Railways authorized by 25 & 26 Vict. c. clxviii.

64. If the Company fail within the Period by this Act limited to complete and open for public Traffic the Railways authorized by and first, secondly, and thirdly described in "The *West Midland* Railway [Local.]

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(Additional

Penalty for Non-completion of certain Railways within Time limited.

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(Additional Works) Act, 1862," the Time for completing which is by this Act extended, then (subject to the Provision herein-after contained) the Company shall be liable to forfeit and pay the Sum of Fifty Pounds for every Day after the Expiration of that Period during which the said Railways respectively shall remain unopened, which Amount shall be a Debt due from the Company to the Crown, and recoverable accordingly: Provided always, that no such Penalty shall accrue or be payable for or in respect of any Time during which the Company may be prevented from completing or opening the said Railways respectively by unforeseen Accident or Circumstances beyond their Control (of which Prevention, and of the Time for which it may have endured, the Certificate of the Board of Trade shall be sufficient Evidence), and that Board, on the Production of such Proof as they shall deem sufficient, shall grant such Certificate accordingly: Provided always, that the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Extension
of Time for
Purchase of
Lands for
Construction
of Works
authorized
by
22 & 23 Vict.
c. lxxvi.

65. The Period limited by "The *Oxford, Worcester, and Wolverhampton* Railway Act, 1859," for the Purchase of Lands for the Construction of an Embankment or Embankments in lieu of the Viaducts in the Foreign of *Kidderminster* in the Parish of *Hagley* in the Hamlet of *Amblecote*, and in the Parish of *Kingswinford*, in that Act mentioned, is extended and enlarged for the Period of Seven Years from the passing of this Act, and Part II. of "The Railways Clauses Act, 1863," shall be read and construed as if the Embankment or Embankments were a Construction of a Railway within the Intent and Meaning thereof.

As to Sale
of certain
superfluous
Lands by
Company.

66. 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 *Melksham*, *North Bradley*, *Wishford*, *Wilton*, and *Westbury*, in the County of *Wilts*, *Freshford*, *Yeovil*, *Bathampton*, *Sparkford*, *Bruton*, *Mells*, *Kilmersdon*, and *Frome Selwood*, in the County of *Somerset*, *Frome St. Quinton*, *Melbury Bubb*, *Yetminster*, *Broadway*, and *Bradford Peverell*, in the County of *Dorset*, *Hurst* in the County of *Berks*, *Shiplake* and *Rotherfield Greys* in the County of *Oxford*, and *Hillingdon* and *Cowley* in the County of *Middlesex*, 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.

67. The

The Great Western Railway (Further Powers) Act, 1866.

67. The Company and the *London and North-western Railway Company* as the Owners of the *Birkenhead Railway* and of the *Chester and Shrewsbury Joint Stations* may, notwithstanding anything to the contrary in "The Lands Clauses Consolidation Act, 1845," or any Act relating to the *Birkenhead Railway* or to the said Joint Stations 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* or of the said Joint Stations which have not yet been applied to the Purposes of those Undertakings, or sold or disposed 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* or of the said Joint Stations respectively.

As to Sale of certain Lands acquired for Purposes of Birkenhead Railway and Chester and Shrewsbury Joint Stations.

68. Notwithstanding anything in "The *Wycombe Railway Act*, 1846," and other Acts relating to the *Wycombe Railway Company*, or anything in "The *Ely Valley Railway Act*, 1857," or in any other Act relating to the *Ely Valley Railway Company*, or anything in any other Act contained, the Company may from Time to Time adapt those Railways or any Part or Parts thereof, and the Stations, Sidings, and other Works connected therewith, to the Narrow Gauge as well as to the Broad Gauge, or, if they think fit, may discontinue the Broad Gauge thereon, and may adapt the said Railways to the Narrow Gauge only, and generally may do such Acts in respect to the Adaptation of their Railways, or some of them, or some Part or Parts thereof, to the Narrow Gauge only, or to the Mixed Gauge, as they may from Time to Time deem expedient.

Further Provision as to Gauge.

69. The Company shall not, in the Exercise of the Powers by this Act conferred upon them, make any Alteration in the Gauge of any Portion of their Main Line of Railway lying between the River *Usk* at *Newport* and their Station at *Newport*, unless and until they shall have constructed and completed, and opened for public Traffic, a Bridge for Foot Passengers across the said Railway at or near to the present level Crossing of *Thomas Street, Newport*, and the Bridge when so completed shall for ever thereafter be maintained in good Repair and Condition by the Company.

Providing for a Foot-bridge at Thomas Street, Newport.

70. The Company and the *Forest of Dean Central Railway Company* may from Time to Time enter into and carry into effect Contracts and Agreements with reference to the Completion of the Railways of the *Forest of Dean Central Railway Company*, and the Company may for such Purpose advance out of their Capital to the *Forest of Dean Central Railway Company* any Sum not exceeding the Sum of

Company and Forest of Dean Central Railway Company may make Agreements.

Twenty

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Twenty thousand Pounds, and may accept the Debentures, Bonds, or other Securities of the *Forest of Dean Central Railway Company* as Security for such Advance, or may (subject and without Prejudice to the Payment of the Interest from Time to Time due and payable in respect of the Debentures of the *Forest of Dean Central Railway Company*) pay themselves the Sum so advanced, and the Interest from Time to Time accruing due thereon, out of any Monies which may be in their Hands belonging to the *Forest of Dean Central Railway Company*, or which may be due and owing by them to that Company.

Confirming
Agreement
with Com-
mittee of
Commoners
of Malvern.

71. The Agreement between the Company and the Committee of Commoners of *Malvern*, a Copy of which is contained in Schedule (B.) to this Act, is hereby confirmed, and may and shall be carried into effect accordingly : Provided that nothing in this Act contained shall prejudice or affect any Rights or Property of the Right Honourable *Emily Foley*, commonly called Lady *Emily Foley*, as Lady of the Manor of *Great Malvern* aforesaid, or of any Lord or Lady for the Time being of the same Manor.

Authorizing
Agreements
with Trus-
tees of
Worcester
Turnpike
Roads.

72. The Company may, in conformity with the Agreements herein-after mentioned, stop up and discontinue so much of the old Turnpike Road leading from *Worcester* to *Newtown* as lies between the *Lowesmoor* Canal Bridge and the Point where the new Road leading into the Centre of the City of *Worcester* over the new Canal Bridge intersects the said Turnpike Road, and the Company and the Trustees of the *Worcester* Turnpike Roads may from Time to Time make and enter into, and from Time to Time alter and vary, Arrangements and Agreements with respect to the Maintenance and Repair of the Roads, or any of them, under the Management of the said Trustees, when and where the same are or may be affected by the Works of the Company, and with respect to the Construction and Maintenance of any of such Works, and with respect to the Appropriation and Division between the Company and the said Trustees of the Costs of and incident to such Maintenance and Repair, and may confirm the Agreements entered into between the said Trustees and the *Oxford, Worcester, and Wolverhampton Railway Company*, dated respectively the First Day of *July* One thousand eight hundred and forty-eight, and the Thirtieth Day of *September* One thousand eight hundred and fifty-two.

Authorizing
Agreements
between
Company
and Strat-
ford Com-
pany as to
Joint
Station.

73. The Company and the *Stratford* 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 at *Stratford-upon-Avon*, and with respect to the Maintenance, Management, and Use thereof, and with respect to the Payments to be made, either annually or otherwise, by each of the said Companies for or on account

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account of any of the Matters aforesaid, and with respect to the Appropriation of any Part of the Joint Station to the Purposes of either of the Two Companies, and with respect to the Appointment of a Joint Committee, and for the Settlement of Disputes.

74. The Company may at any Time accept and take, and each of the *Wellington and Drayton* Railway Company, the *Nantwich and Market Drayton* Railway Company, the *Stourbridge* Railway Company, the *Henley-in-Arden* Railway Company, the *Berks and Hants Extension* Railway Company, and the *Stratford-upon-Avon* Railway Company may at any Time transfer or make Agreements with respect to the Transfer of all or any Part of their Undertaking, Railways, Works (whether completed or uncompleted), Plant, Land, Property, Effects, Powers, and Privileges whatsoever of or for the Time being vested in or held by or on behalf of the transferring Company, including, so far as respects the *Stourbridge* Railway Company, any Works which that Company may be authorized to construct by any Act of the present Session: Provided that any such Transfer or Agreement by the *Wellington and Drayton* Railway Company, or the *Nantwich and Market Drayton* Railway Company, shall be subject and without Prejudice to all now existing Agreements between those Two Companies, and between the Company and the *Wellington and Drayton* Railway Company, unless with the Consent of the Company.

Authorizing
Transfer to
Company of
the Under-
takings of
other Com-
panies.

See also
Stourbridge Act
9/18/66
27 29 &
Sub
referred
agreement

75. The *Tenbury* Railway Company may at any Time grant to the Company and the *North-western* Company jointly, and those Companies may jointly accept, a Lease for such a Term of Years 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, Powers, and Privileges whatsoever of or for the Time being vested in or held by or on behalf of the *Tenbury* Railway Company, including any Works which that Company may be authorized to construct by any Act of the present Session.

Authorizing
Lease or
Transfer to
Company
and North-
western
Company of
Undertaking
of Tenbury
Company.

76. Any Transfer or Lease effected under either of the last Two preceding Enactments may contain such Covenants, Conditions, Powers, Provisions, and Stipulations as the Companies, Parties thereto, shall mutually agree upon; and the Grantors 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 Payments, or for or in consideration of such Share of the gross or net Earnings or Profits or of Shares in the Capital of the Grantees, or either of them, or for such other Consideration, and with, under, and subject to such Powers, Provisions, Stipulations,

Provisions
of Lease or
Transfer.

[Local.]

52 H

Conditions,

The Great Western Railway (Further Powers) Act, 1866.

Conditions, and Agreements, as the Companies, Parties to any such Transfer or Lease, may from Time to Time approve.

Effect of
Lease or
Transfer.

77. The Transfer or Lease shall entitle the Grantees 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 Grantors under any Act or Acts of Parliament relating to them to make and levy Tolls, Rates, and Charges, and all other the Powers, Rights, Authorities, Privileges, and Indemnities; and all the Duties and Liabilities of the Grantors 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 Grantors, their Directors, Officers, Agents, and Servants, shall apply to and may be exercised, enforced, and enjoyed by and be obligatory on the Grantees, 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 Grantees, instead of the Name of the Grantors, had been inserted in the said Acts; and after the Execution of the Deed of Transfer the Company effecting the Transfer shall be dissolved, except for the Purpose of winding up their 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 anything in this Act contained shall not prejudice or affect the Mortgagees, Grantees of Rentcharges, or Bondholders, or the Holders of any Mortgage or Debenture Stock of the Grantors, or any Right or Remedy which such Mortgagees, Grantees of Rentcharges, or Bondholders, or Holders of Mortgage or Debenture Stock, or any of them, may have or be entitled to: Provided also, that upon the Transfer taking effect the Mortgages, Rentcharges, Bonds, Mortgage Stock, and Debenture Stock, or any of them, granted, issued, or created by the transferring Company, shall be deemed to be Mortgages, Rentcharges, Bonds, Mortgage Stock, or Debenture Stock, as the Case may be, granted, issued, or created by the Grantees, and the Holders of or Persons beneficially interested in any such Mortgages, Rentcharges, Bonds, Mortgage Stock, or Debenture Stock shall have the same Rights and Remedies against the Grantees and their Undertakings as but for the Transfer they would have had against the transferring Company and their Undertaking: Provided also, that in lieu of, and in exchange for, any Rentcharge, Mortgage Stock, or Debenture Stock of the transferring Company, the Company may, with

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with the Consent of the Holder thereof, issue to such Holder such an Amount of the Company's Four and a Half *per Centum* perpetual Mortgage Stock as shall yield to that Holder an annual Income corresponding in Amount to the Income to which that Holder was entitled by virtue of the Rentcharge, Mortgage Stock, or Debenture Stock so exchanged, and the Rentcharge, Mortgage Stock, or Debenture Stock so exchanged shall, upon the Issue to the Holder thereof of the Company's Four and a Half *per Centum* perpetual Mortgage Stock in manner aforesaid, be cancelled and extinguished, except as to any Portion of such Rentcharge or any Interest or Dividend upon such Mortgage Stock or Debenture Stock then due or accruing due and unpaid.

78. None of the Powers or Provisions of this Act with respect to the Transfer or Lease 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 Transfer or Lease respectively, specially convened for the Purpose.

Lease or Transfer to be approved by Three Fifths of Proprietors of respective Companies.

79. The Seals of the Grantors and Grantees respectively affixed to any such Lease or the Counterpart thereof, or to any such Transfer, shall, as between themselves, be conclusive, and as between the Grantors or the Grantees, 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 whose Seal is so affixed has been duly given.

Evidence of Consent of Companies.

80. 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 Grantors, but for the making of such Lease, might by any Law or Statute be subject, but all Persons and Corporations other than the Grantees shall have the same Rights, Privileges, Powers, and Remedies against the Grantors after the making of and notwithstanding such Lease as they might have had if such Lease had not been made.

Lease not to affect Third Parties.

81. 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 Grantors, they may recover the same from the Grantees, with Costs of Suit, in any Court of competent Jurisdiction, or may levy the same by Distress and Sale

Recovery of Rent or other Consideration.

of

The Great Western Railway (Further Powers) Act, 1866.

of the Goods and Chattels, Estate and Effects, of the Grantees, in like Manner as a Landlord may recover his Rent from his Tenant.

Receipt for
Rent or
other Con-
sideration.

82. The Receipt in Writing under the Common Seal of the Grantors, or under the Hands of any Two of their Directors, for any Monies payable to the Grantors by the Grantees, shall be an effectual Discharge to the Grantees for the Money therein expressed to be received, and from all Liabilities, Claims, and Demands in respect thereof, and the Grantees 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 to
Company to
raise further
Capital for
the Purposes
of Transfer.

83. In the event of a Transfer under the Provisions of this Act to the Company of the Undertaking of any other Railway Company, the Company may from Time to Time, in addition to any other Shares or Stock which they are by this or any other Act authorized to create and issue, create and issue new Shares or Stock to such an Amount as may be necessary for carrying the Transfer into effect, for defraying the Liabilities of the transferring Company, and for completing any Portion of the transferred Undertaking which may not at the Time of the Transfer be completed; and those new Shares or Stock shall be a Part of the Joint Capital of the Company, and the Shares or Stock created and issued shall be called *Great Western Railway Rentcharge Stock*, and shall rank for Payment of guaranteed Dividend next after the Mortgage Stock of the Company, and *pari passu* with any other Joint Rentcharge Shares and Stock which the Company is or may be by any other Act of the present or any future Session of Parliament authorized to create and issue: Provided always, that the aggregate Amount of Capital by this Enactment authorized to be raised shall not in each Case exceed the Amount of the authorized Capital of the Grantors at the Time of the Transfer.

Power to
Company to
exercise
borrowing
Powers of
transferring
Company.

84. On the Transfer under the Provisions of this Act to the Company, or, as the Case happens, the Company and the *North-western* Company, of the Undertaking of any other Company, the Powers of the Company whose Undertaking is so transferred with respect to the borrowing of Money on Mortgage or Bond shall be transferred to and may be exercised by and in the Name of the Company, or, as the Case happens, the Company and the *North-western* Company, instead of the Company whose Undertaking is so transferred.

Authorizing
Agreements
between
Company,
South-
western

85. The Company and the *South-western* Company jointly, and each of them so far as relates to their separate Rights and Obligations under any subsisting Agreement between them and the *Weymouth* Company, on the one hand, and the *Weymouth* Company on the other hand,

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hand, may from Time to Time make and carry into effect Contracts and Agreements with respect to the Rent or other Consideration now payable by the Company and the *South-western* Company, or either of them, to the *Weymouth* Company, and for the Substitution in lieu of the Rent or other Consideration, or any Part thereof, of Shares or Stock in the respective Undertaking of the Company and the *South-western* Company, or either of them, and for the Acceptance by the *Weymouth* Company of such Shares or Stock, and the Release by them of the Company and the *South-western* Company, or either of them, of all Liability in respect of the Rent or other Consideration in lieu of which Shares or Stock are substituted.

Company,
and Wey-
mouth
Company.

86. The Company and the *South-western* Company respectively may, for the Purpose of such Substitution of Shares or Stock for Rent, create and issue new Shares or Stock in their Undertaking bearing the Rate or Rates of Dividend which may be agreed upon, or being Ordinary Shares or Stock: Provided always, that the nominal Amount of Capital raised by the Company and the *South-western* Company respectively by the Creation of such new Shares or Stock shall not exceed in the whole the nominal Amount of the Capital of the *Weymouth* Company.

Company
and South-
western
Company
may issue
Shares or
Stock in
pursuance of
Agreement.

87. Any Proprietor of Shares or Stock in the *Weymouth* Company who shall, in pursuance of any Agreement made under the Authority of this Act between the *Weymouth* Company and the Company and the *South-western* Company, or either of them, deliver the Certificate for such Shares or Stock at the principal Office of the Company or the *South-western* Company, as the Case may be, to be exchanged and cancelled, shall receive in the Stead of such Certificate another Certificate for Shares or Stock in the Company or the *South-western* Company, as the Case may be, which Certificate shall bear some distinguishing Name or Denomination, and shall bear also the Name or Quality of the Stock, and shall entitle the Holders thereof to the Dividends payable half-yearly attaching to that Stock.

Providing
for Exchange
of Certifi-
cates.

88. The Company and the *South-western* Company respectively may, after they have entered into the said Contracts and Agreements with the *Weymouth and Portland* Company, also agree with that Company to take upon themselves the Mortgage and Bond Debts of that Company, and if they so agree they may exercise the Borrowing Powers conferred upon the *Weymouth and Portland* Company by the Acts relating to that Company.

In certain
Events
Company
and London
and South-
western
Company
may exercise
Borrowing
Powers
herein
stated.

89. The Proprietors of the Stock so created shall not be entitled to vote or otherwise take part in the Meetings of the Company or the *South-western* Company, as the Case may be.

Proprietors
of Stock not
to vote.

The Great Western Railway (Further Powers) Act, 1866.

Further Provisions as to Joint Stations at Chester, Hereford, and Shrewsbury.

90. With respect to the Station at *Chester* and the Station at *Hereford* respectively belonging to the Company and the *North-western* Company jointly, these Companies may from Time to Time make and give effect to Agreements with respect to all or any of the Matters following; and with respect to the Station at *Shrewsbury* belonging to the Company, the *North-western* Company, the *Shrewsbury and Hereford* Railway Company, and the *Shropshire Union* Railways and Canal Company, those Companies may from Time to Time make and give effect to Agreements for the like Purposes, or any of them. The Purposes are,—

To regulate the Proportions in which the respective Station is held and used by the Companies to whom the same belongs :

To settle and determine the Amount of Capital expended in and upon the respective Station by the Companies to whom it belongs :

To settle and determine the Amount of Capital to be permanently invested in the respective Station by the Companies respectively to whom the same belongs, and the Amount (if any) which for the Purposes of such permanent Investment any One or more of the Companies shall pay to any other or others of the Companies :

To settle and determine all other Matters in relation to the Use, Control, Regulation, and Management of the Stations respectively.

Power for Tenbury and North-western Railway Companies and Company to enter into Traffic Arrangements.

91. The Company and the *North-western* Company jointly on the one hand, and the *Tenbury* Railway Company on the other hand, may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

The Management, Use, Working, and Maintenance of the Undertaking of the *Tenbury* Railway Company, or of any Part or Parts thereof :

The Supply of any Rolling or Working Stock, and of Officers and Servants, for the Conduct of the Traffic on the Railway :

The Payments to be made and the Conditions to be performed with respect to the Matters aforesaid :

The Interchange, Transmission, Accommodation, Conveyance, Collection, Delivery, and general Conduct of Traffic coming from or destined for the Undertakings of the contracting Companies, and the fixing and ascertaining Division and Apportionment between the said Companies of the Receipts arising from such Traffic.

Tolls on Traffic conveyed partly on different Railways.

92. During the Continuance of any Agreement made under the Provisions of the last preceding Enactment the Railways of the Companies, Parties to the Agreement, shall, for the Purposes of Tolls and Charges, be considered as One Railway; and in estimating the Amount

The Great Western Railway (Further Powers) Act, 1866.

Amount of Tolls and Charges in respect of Traffic conveyed partly on the *Tenbury* Railway, and partly on the Railways of the Company and the Railways of the *North-western* Company, or the Railways of either of those Two Companies, for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles, Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the *Tenbury* Railway, and partly on the Railways of the Company and the Railways of the *North-western* Company, or the Railways of either of those Two Companies.

93. The Company on the one hand, and the *South-western* Company on the other hand, may from Time to Time enter into and carry into effect Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

Power to enter into Traffic Arrangements with *South-western* Company.

The Management, Use, working, running over, and Maintenance of such of the Railways belonging to the Parties to the Agreement, or of any Part or Parts thereof, as communicate with or lie contiguous to each other:

The Appointment of a Joint Committee for the Regulation and Management of the said Railways, or of any Part or Parts thereof:

The Supply of any Rolling or Working Stock, and of Officers and Servants, for the Conduct of the Traffic on these Railways:

The Payments to be made and the Conditions to be performed with respect to the Matters aforesaid:

The Interchange, Transmission, Accommodation, Conveyance, Collection, Delivery, and general Conduct of Traffic coming from or destined for the Undertakings of the contracting Companies, and the fixing and ascertaining, Division and Apportionment between them, of the Receipts arising from such Traffic:

But no such Contract or Arrangement shall be entered into and carried into effect until it has been proved to the Satisfaction of the Board of Trade that such Contract or Arrangement will not operate unduly to the Prejudice of any other Company, and no such Contract or Arrangement shall take effect until the same shall have received the Sanction of the Board of Trade.

94. During the Continuance of any Agreement to be entered into under the Provisions of the last preceding Enactment the Railways of the Companies, Parties to the Agreement, shall, for the Purposes of Tolls and Charges, be considered as One Railway; and in estimating the

Tolls on Traffic conveyed partly on the Railway of the *South-*

The Great Western Railway (Further Powers) Act, 1866.

western
Company
and partly
on the Rail-
way of the
Company.

the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway of the one Company and partly on the Railway of the other Company for a less Distance than Six Miles Tolls and Charges may only be charged as for Six Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Six Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Six Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the Railway of the one Company and partly on the Railway of the other Company.

Company
may make
Traffic
Agreements
with Owners
of Steam
Boats.

95. The Company may from Time to Time make and carry into effect, and from Time to Time alter and vary, Contracts or Agreements with any Company or Person, Owners or Proprietors from Time to Time of Steam or other Vessels trading or intending to trade from or near any Port or Place where there is from Time to Time a Station of the Company, or where they carry on Traffic, with respect to the Conveyance, forwarding, and Delivery of Traffic passing or intended to pass over the Railways of the Company, or any Part thereof, and conveyed or intended to be conveyed by the Steam or other Vessels of those Owners, and with respect to the Rates, Fares, and Charges to be made or charged upon or on account of that Traffic, and with respect to the Division and Apportionment of the Receipts arising from that Traffic, and generally in relation thereto.

Saving
Rights of
respective
Sections of
the Company
as between
themselves.

96. As between the respective Sections of the Company, nothing in this Act contained shall, so long as those Sections exist, alter, prejudice, or affect any of the Rights and Privileges of those respective Sections.

Saving
Rights of
the Nantwich
and Market
Drayton
Company.

97. This Act or anything herein contained, or anything done or suffered under this Act, shall not take away, lessen, or prejudicially affect any of the Estates, Rights, Interests, Powers, or Privileges of the *Nantwich and Market Drayton* Railway Company.

Saving
Rights of
Reading
Local Board
of Health.

98. Except as by this Act otherwise specially provided, nothing herein contained shall repeal, alter, abridge, or prejudice any of the Rights, Powers, and Authorities conferred upon or vested in the Local Board of Health for the District of the Borough of *Reading* by "The Public Health Act, 1848," and "The Local Government Act, 1858," or either of them, or by any Act incorporated therewith, or by any of the Provisions contained in the Act passed in the Seventh Year of His late Majesty King *George* the Fourth, intituled *An Act for better paving, lighting, cleansing, watching, and otherwise improving the Borough of Reading in the County of Berks*, which are now unrepealed.

7 G. 4. c. lvi.

99. The

The Great Western Railway (Further Powers) Act, 1866.

99. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent 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."

Interest not
to be paid
on Calls paid
up.

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

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

101. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future 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 authorized by this Act.

Railways
not exempt
from Pro-
visions of
present and
future Gene-
ral Acts.

102. 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.

Expenses of
Act.

The Great Western Railway (Further Powers) Act, 1866.

The SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

The Cornwall Railway Act, 1846, and all other Acts relating to the Cornwall Railway, Seventy-five thousand Pounds, of which the Sum of Sixty thousand Pounds has been guaranteed.

The Oxford, Worcester, and Wolverhampton Railway Act, 1845, and all other Acts relating to the Oxford, Worcester, and Wolverhampton Railway, Eight hundred and fifty thousand Pounds, of which the Sum of One hundred and eighty-one thousand five hundred Pounds has been guaranteed.

The Plymouth Great Western Dock (Amendment) Act, 1848, Twelve thousand five hundred Pounds, the whole of which has been guaranteed.

The South Devon Railway Act, 1844, (of which the Title is "An Act for making a Railway from Exeter to Plymouth, to be called 'The South Devon Railway,'") and all other Acts relating to the South Devon Railway, Two hundred and twenty-five thousand Pounds, the whole of which has been guaranteed.

The South Wales Railway Act, 1845, and all other Acts relating to the South Wales Railway, Six hundred thousand Pounds, of which the Sum of Five hundred and eighty-one thousand Pounds has been guaranteed, and a proportionate Amount of Preference Stock, of which Fifty-six thousand two hundred and twenty Pounds has been guaranteed.

The Oxford, Worcester, and Wolverhampton Railway (Capital) Act, 1856, Three hundred and fifty thousand Pounds, the whole of which has been raised.

The Oxford, Worcester, and Wolverhampton Railway Act, 1859, One hundred and sixty thousand Pounds, the whole of which has been raised.

The West Midland Railway (Additional Works) Act, 1862, so far as the Company are empowered to exercise in their own Name the Borrowing Powers of the Severn Valley and the Coleford, Monmouth, Usk, and Pontypool Railway Companies.

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SCHEDULE (B.)

AN AGREEMENT entered into this 20th Day of April 1866 between Oliver Mason, of Great Malvern in the County of Worcester, Esquire, Charles Rogers Coxwell, of the same Place, Esquire, Charles Adnam Mason, of the same Place, Esquire, and George McCann, of the same Place, Builder, herein-after referred to as "the Committee of Commoners," of the one Part, and the Great Western Railway Company, herein-after referred to as "the Company," of the other Part.

Whereas the Worcester and Hereford Railway Company under the Powers of the "Worcester and Hereford Railway Act, 1853," were authorized and they required to purchase and take for the Purposes of their Railway the Pieces or Parcels of Land described in the Schedule hereto situate in the Parish of Great Malvern in the County of Worcester, which then formed Part of the Commons or commonable Lands called respectively Malvern Common and the Link Common: And whereas the commonable Rights in and over the said Pieces or Parcels of Land are vested in the Owners and Occupiers of Land in the said Parish of Great Malvern:

And whereas at a Meeting of the Commoners duly convened and held at
on the Day of 18 pursuant to the Provisions of the "Lands Clauses Consolidation Act, 1845," (which is incorporated with the said "Worcester and Hereford Railway Act, 1853,") the said Oliver Mason, Charles Rogers Coxwell, Charles Adnam Mason, and George McCann, together with Thomas Charles Hornyold, Esq., since deceased, were duly constituted a Committee to treat with the said Worcester and Hereford Railway Company for the Purchase and Compensation Money to be paid by them for the Extinction of all commonable and other Rights in or over the said Pieces or Parcels of Land: And whereas by "The Worcester and Hereford Railway Act, 1858," it was enacted by Section 3 that, subject to the Provisions of that Act, it should be lawful for the Commissioners of the Town of Great Malvern, the Committee of Commoners, the Surveyor of the Highways, and any other Persons interested, to agree for the Purchase by the said Worcester and Hereford Railway Company of any Common Land or commonable Rights vested in the said Commoners or other Persons in the said Parish of Great Malvern, and which might be required for the Purposes of their Undertaking, such Purchase being in consideration of a Rentcharge or other annual Sum instead of a Sum in gross, and that it should be lawful for any of the Parties referred to in the Seventh Section of "The Lands Clauses Consolidation Act, 1845," to sell and convey to the Company any Lands which the Company were authorized to purchase for the Purposes of their Undertaking in consideration of an annual Rentcharge payable by the Company instead of a Sum in gross, and every such Rentcharge should be deemed the Compensation for the Purchase of the Lands and Interests so purchased; and by Section 4 it was provided, that no Fine, Premium, or Foregift should be paid upon or in respect of any such Sale or Conveyance, and that the yearly Rent should be the best or most usual yearly Rent for or in respect of the Premises conveyed, and that such Amount should

not

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not be less than should be determined by Two able practical Surveyors or their Umpire in accordance with the 9th Section of the said Lands Clauses Consolidation Act; and by Section 5, that the said yearly Rent should be and remain upon and for the same Uses, Trusts, and Purposes as those upon which the Rents and Profits of the Land conveyed stood settled or assured at or immediately before the Conveyance thereof; and by Section 6, that every such yearly Rent should be a First Charge on the Undertaking of the said Worcester and Hereford Railway Company, and Power was given to the Person to whom such Rent was payable to recover the same by Action or Distress: And whereas by "The West Midland Railway Act, 1860," the said Worcester and Hereford Railway Company was dissolved, and their Undertakings, with other Undertakings, became united and amalgamated with the West Midland Railway Company: And whereas by "The Great Western Railway (West Midland Amalgamation) Act, 1863," the said West Midland Railway Company was dissolved, and their Undertaking became united and amalgamated with the Company: And whereas the Commissioners of the Town of Great Malvern and the Surveyors of the Highways respectively have no Interest, whatever in the said commonable or other Rights: And whereas the Committee of Commoners and the Company have agreed, should this Agreement receive the Sanction of Parliament in the present Session, but not otherwise, for the Purchase by them of the said commonable or other Rights in consideration of a Rentcharge or annual Sum of 95*l*. Sterling, which Sum is much more than the best or most usual yearly Rent that could be obtained for or in respect of the Premises, and is not less than has been determined by Two able practical Surveyors in accordance with the 9th Section of the said Lands Clauses Consolidation Act, and the said Rentcharge or yearly Sum includes Compensation for all Damage by Severance or otherwise by the Exercise of the Company's Powers, and particularly the Damage done by depositing Spoil on certain adjacent commonable Lands in which the Commoners are also interested: And whereas it is believed that the Number of Persons entitled to Rights of Common in Great Malvern aforesaid amount to about 114, and it is apprehended that an Apportionment of the said Rentcharge or annual Sum among the several Persons interested therein according to their legal Rights could not be made, except at a large Cost to the Commoners, and that when made the individual Shares of the Parties entitled would in a great Majority of Cases be extremely small, and the Trouble and Expense of paying over the same annually considerable:

And whereas the several Persons so entitled are all more or less interested in the Repair of the Highways of the said Town and Parish of Great Malvern, and under the Circumstances aforesaid it is conceived that no better Appropriation can be made of the said Rentcharge or annual Sum than the Reduction of the Highway Rates for that Town and Parish: And whereas the Township of Great Malvern, and the District outside the said Town, have respectively separate Highway Rates and separate Surveyors of the Highways, and it is considered that the Sum of 30*l*. for the Township, and the Sum of 65*l*. for the said outlying District, would be a fair and just Division of the said Rentcharge or annual Sum: Therefore it is agreed by and between the Committee of Commoners and the Company as follows:

1. That if and as soon as the Sanction of Parliament shall have been obtained to this Agreement the said Rentcharge or annual Sum of 95*l*. in that Event agreed to be paid to and received by the said Committee of Commoners for the Purchase of the said commonable and other Rights aforesaid shall be paid

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paid and applied by the said Great Western Railway Company in manner following; that is to say, to the Surveyor of the Highways or other the Person or Persons for the Time being lawfully entitled to receive the Highway Rates of the Township of Great Malvern the Sum of 30*l.*, and to the Surveyor of the Highways, the Waywarden, or other the Person or Persons for the Time being lawfully entitled to receive the Highway Rates of the said District outside the said Town, the Sum of 65*l.*, such Sums respectively to be paid half-yearly on the 20th Day of March and the 20th Day of September in every Year, clear of all Deductions except for Income Tax, the First Payment thereof to be made on such of the said Days as shall first happen after such Parliamentary Sanction as aforesaid shall have been obtained.

2. The said respective Sums shall be by the said Surveyors of Highways, or other Person or Persons aforesaid, respectively applied in aid of the Highway Rates for the said Township and District respectively, but the said Great Western Railway Company shall not be bound to see to the Application thereof.

3. If Default be made by the Company in Payment of the said respective Sums of 30*l.* and 65*l.*, or any Part thereof, for a Period of One Calendar Month after the same becomes due, the Surveyors of the Highways, or other the Person or Persons aforesaid, to whom any such Sum or Sums is or are payable, may sue for and recover the same in any Court of competent Jurisdiction.

4. And the Committee of Commoners, on behalf of themselves and all other Persons interested in the said commonable and other Rights in or over the said Pieces or Parcels of Land, hereby declare and agree with the Company and their Assigns that should this Agreement receive the Sanction of Parliament in the present Session, but not otherwise, the said Rentcharge or annual Sum of 95*l.* shall be accepted and taken as the full Compensation payable for the Extinction of the said commonable or other Rights in or over the said Pieces or Parcels of Land, and that all such commonable or other Rights shall henceforth be extinguished, and the said Pieces or Parcels of Land for ever hereafter be held and enjoyed by the said Company and their Assigns freed and absolutely discharged from all commonable and other Rights whatsoever in or over the same.

5. The Company shall at their own Expense endeavour in the present Session of Parliament to obtain the Sanction of the Legislature to this present Agreement, and the Committee of Commoners shall concur in and support such Application.

6. In the event of the Company not endeavouring in the present Session of Parliament to obtain or not obtaining the Sanction of the Legislature to this Agreement, the same and the Determination of the able practical Surveyors herein-before mentioned shall be null, void, and at an end; and nothing herein contained shall be held to prevent the said Committee of Commoners from requiring Payment for the said commonable and other Rights of a Sum in gross, instead of the Rentcharge herein-before mentioned. In witness whereof the Committee of Commoners have hereunto set their Hands and Seals, and the Company have hereunto set their Common Seal, the Day and Year first above written.

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THE SCHEDULE REFERRED TO.

All those several Pieces or Parcels of Land situate in the Parish of Great Malvern in the County of Worcester containing together by Admeasurement Nine Acres Two Roods and Twenty-one Perches (more or less), late forming Part of the Commons or commonable Lands called respectively Malvern Common and the Link Common, but now in the Possession of the said Great Western Railway Company as Part of their Undertaking, which said Pieces or Parcels of Land are the whole or Parts of the Lands numbered respectively 1, 67, 71, and 74, in the Parish of Great Malvern, in the Plans and Books of Reference of the Worcester and Hereford Railway deposited with the Clerk of the Peace for the County of Worcester, and are delineated in the Plan hereunto annexed, and thereon coloured Red.

OLIVER MASON.
CHAS. ROGERS COXWELL,
C. A. MASON.
GEORGE McCANN,



Signed, sealed, and delivered by the within-named Oliver Mason, Charles Rogers Coxwell, Charles Adam Mason, and George McCann in the Presence of Wm. Wilkes Cawley, Solicitor, Great Malvern.

The Common Seal of the said Great Western Railway Company affixed hereto in the Presence of G. Cottman, Solicitor, 10, Eastbourne Terrace, Paddington.

LONDON:

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Great Western Railway
(Further Powers) Act 1866

C. H. Mason
Euston Station