



## CHAPTER lxxxiv.

An Act for conferring further powers upon the Great Western Railway Company in respect of their own undertaking and upon that Company and the Midland Railway Company in respect of an undertaking in which they are jointly interested and upon the Bala and Festiniog Railway Company and the Weymouth and Portland Railway Company and for other purposes. A.D. 1909.  
[16th August 1909.]

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

And whereas it is expedient that the Company and the Midland Railway Company should be empowered to construct the work and acquire the lands in this Act mentioned or referred to in that behalf :

And whereas it is expedient that the Bala and Festiniog Railway Company (whose undertaking is now worked managed and maintained by the Company) should be empowered to acquire the lands in this Act mentioned or referred to in that behalf :

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And whereas it is expedient that the Weymouth and Portland Railway Company or the Company and the London and South Western Railway Company should be empowered to make and maintain the deviation of railway and to acquire the lands in this Act mentioned or referred to in that behalf and that the agreement between the said companies and the mayor aldermen and burgesses of the borough of Weymouth and Melcombe Regis (in this Act referred to as "the Weymouth Corporation") set forth in the First Schedule to this Act should be confirmed :

And whereas it is expedient that the Weymouth Corporation should in accordance with the provisions of the said agreement be empowered to make and maintain the reclamation wall or embankment and to acquire the lands in this Act mentioned or referred to in that behalf and to borrow moneys for those purposes :

And whereas estimates have been prepared for the purchase of lands for and for the construction of the said reclamation wall or embankment and such estimates are as follows :—

For the construction of the reclamation			
wall or embankment and filling -	-	£4,900	0 0
For the construction of culverts and drains		£1,383	0 0

And whereas the works included in such estimates respectively are permanent works and it is expedient that the cost thereof should be spread over a term of years :

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

And whereas it is expedient that the time now limited by the Great Western Railway (New Railways) Act 1905 for the completion of the Railways Nos. 2 3 and 4 authorised by that Act should be extended :

And whereas it is expedient that the time now limited by the Great Western Railway Act 1904 for the completion of so much

of the railways authorised by the Windsor and Ascot Railway Act 1898 as was not by the said Act of 1904 authorised to be abandoned and for the completion of the deviation authorised by the said Act of 1904 of the Railway No. 2 authorised by the said Act of 1898 should be extended : A.D. 1909.

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

And whereas it is expedient that the company of proprietors of the Birmingham Canal Navigations (in this Act referred to as "the Birmingham Canal Company") should be authorised to abandon and discontinue the portion of the Soho branch of their canal in this Act referred to in that behalf and that the other provisions of this Act with reference thereto should be made :

And whereas it is expedient that provision should be made for enabling a joint station of the Company (as lessees of the Manchester and Milford Railway Company) and of the Cambrian Railways Company to be established at Aberystwyth and that those companies should be empowered to enter into agreements with reference thereto :

And whereas it is expedient that some of the provisions of the existing Acts of the Company should be amended or repealed and that further powers should be conferred upon the Company as hereinafter provided :

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

And whereas it is expedient that the Midland Railway Company the Bala and Festiniog Railway Company the London and South Western Railway Company and the Birmingham Canal Company should respectively be empowered to apply their funds as provided by this Act :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and

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A.D. 1909. — 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 :—

Short title.       **1.** This Act may be cited for all purposes as the Great Western Railway (General Powers) Act 1909.

Incorporation of general Acts.       **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 Acts :

The Railways Clauses Consolidation Act 1845 :

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

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

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money ;

The conversion of the borrowed money into capital ;

The consolidation of the shares into stock ; and

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

And Part I. (relating to cancellation and surrender of shares)

Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

Interpretation.       **3.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless



there be something in the subject or context repugnant to such construction : A.D. 1909.

The expression "the railway" or "the railways" means the new railways and the deviations of railways by this Act authorised.

4. The provisions of sections 18 to 23 of the Railways Protection of  
gas and  
water mains  
of local  
authorities.  
Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

5. Subject to the provisions of this Act the Company may Power to  
make new  
railways and  
works.  
make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways widenings deviation and alterations of railways hereinafter described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company The new railways widenings deviation and alterations of railways hereinbefore referred to and authorised by this Act are—

#### ASHENDON LOOP.

A Railway (No. 1) (1 mile 0 furlongs 7·80 chains in length) wholly in the county of Bucks commencing in the parish of Dorton in the rural district of Long Crendon by a junction with Railway No. 1 authorised by the Great Western Railway (New Railways) Act 1905 (now in course of construction) and terminating in the parish of Ashendon in the rural district of Aylesbury by a junction with the railway of the Great Western and Great Central Railways Joint Committee.

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AYNHOE LOOP.

A Railway (No. 2) (6 furlongs 3·30 chains in length) wholly in the parish of Aynhoe in the rural district of Brackley in the county of Northampton commencing by a junction with the Oxford and Birmingham Railway of the Company and terminating by a junction with Railway No. 1 authorised by the Great Western Railway (New Railways) Act 1905 (now in course of construction).

JUNCTION OF LEAMINGTON.

A Railway (No. 3) (1 furlong 1·12 chains in length) wholly in the parish of Leamington in the borough of Royal Leamington Spa in the county of Warwick commencing by a junction with the Oxford and Birmingham Railway of the Company and terminating by a junction with the Rugby and Leamington Branch Railway of the London and North Western Railway Company.

CINDERFORD LOOP.

A Railway (No. 5) (3 furlongs 8·42 chains in length) wholly in the parish of East Dean in the rural district of East Dean and united parishes in the county of Gloucester commencing by a junction with the Forest of Dean Railway of the Company and terminating by a junction with the Severn and Wye and Severn Bridge Railway of the Company and the Midland Railway Company.

RISCA LOOP.

A Railway (No. 6) (5 furlongs 7 chains in length) wholly in the parish and urban district of Risca in the county of Monmouth commencing by a junction with the Monmouthshire (Western Valleys) Railway of the Company and terminating by a junction with the Nine Mile Point Branch Railway of the Company.

CWM-CARN BRANCH.

A Railway (No. 7) (7 furlongs 1·15 chains in length) wholly in the county of Monmouth commencing in the parish and urban district of Risca by a junction with the Pennar Branch Railway of the Company and terminating in the same parish at a point to the north of Cottage Row.

NEATH LOOP.

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A Railway (No. 8) (4 furlongs 8·4 chains in length) wholly in the parish of Coedfrank in the rural district of Neath in the county of Glamorgan commencing by a junction with Railway No. 2 authorised by the Great Western Railway Act 1904 (now in course of construction) and terminating by a junction with the Rhondda and Swansea Bay Railway and in connection therewith the Company may alter the levels of the Rhondda and Swansea Bay Railway between points respectively about  $5\frac{1}{2}$  chains south-west and  $1\frac{1}{2}$  chains east of the western end of the swing bridge carrying that railway over the River Neath and may deviate the Swansea and Neath Railway of the Company between points respectively about 24 chains south-west and 26 chains north-east of Cardonnel Halt on that railway.

BRITON FERRY ROAD JUNCTION.

A Railway (No. 9) (1 furlong 4·85 chains in length) wholly in the parish of Coedfrank in the rural district of Neath in the county of Glamorgan commencing by a junction with the Rhondda and Swansea Bay Railway and terminating by a junction with the Swansea and Neath Railway of the Company.

LLANDILO LOOP.

A Railway (No. 10) (3 furlongs 8·85 chains in length) wholly in the parish of Llanelly Rural in the rural district of Llanelly in the county of Carmarthen commencing by a junction with the South Wales Railway of the Company and terminating by a junction with the Llanelly Railway of the Company.

LLANGENNECH LOOP.

A Railway (No. 11) (5 furlongs 0·84 chain in length) wholly in the county of Carmarthen commencing in the parish of Llangennech in the rural district of Llanelly by a junction with the Llanelly Railway of the Company and terminating in the parish of Llanedy in the rural district of Llanelly by a junction with the said railway.

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PADDINGTON WIDENING.

A Widening (No. 1) (1 furlong 8·10 chains in length) wholly in the parish and metropolitan borough of Paddington in the county of London of the main line of railway of the Company between a point  $1\frac{1}{2}$  chains west of the footbridge carrying Westbourne Park Passage over the said railway and the bridge over the said railway known as Lord Hill's Bridge.

PENNAR BRANCH WIDENING.

A Widening (No. 2) (2 furlongs 6 chains in length) wholly in the parish and urban district of Mynyddyslwyn in the county of Monmouth of the Pennar Branch Railway of the Company between points respectively about  $3\frac{1}{2}$  chains north and  $22\frac{1}{2}$  chains south of the level crossing near the Black Horse Inn by that railway of the road leading from Crumlin to Rock.

Rates and  
charges for  
railways &c.

**6.** Railways Nos. 1 to 3 and 9 to 11 by this Act authorised shall for the purposes of maximum rates and charges for merchandize traffic (including perishable merchandize by passenger train) and for all other purposes be deemed to be part of the Company's railways as if the same had been part of the Great Western Railway at the date of the passing of the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale I. of Part I. in the appendix to the said Order shall be applicable to the said Railways Nos. 1 to 3 and 9 and Scale II. of Part I. in the appendix to the said Order shall be applicable to the said Railways Nos. 10 and 11.

Railways Nos. 5 and 8 by this Act authorised shall for the purposes of maximum fares rates and charges for traffic of every description and for all other purposes be deemed to be part of the South Wales Railway of the Company.

Railways Nos. 6 and 7 by this Act authorised shall for the purposes of maximum fares rates and charges for traffic of every description and for all other purposes be deemed to be part of the Monmouthshire Railways of the Company.

The widenings deviation and alterations of railways by this Act authorised shall for the said purposes be deemed to be part of the railways which are to be so deviated widened or altered.

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Provided always that as respects parcels other than perishable merchandize by passenger train the rates and charges to be demanded and recovered in respect thereof shall not exceed as follows:— A.D. 1909.

With respect to Railways Nos. 1 2 and 3 the rates and charges prescribed by the Great Western Railway Amendment and Extensions Act 1847 :

With respect to Railway No. 9 the rates and charges prescribed by the Swansea and Neath Railway Act 1861 :

With respect to Railways Nos. 10 and 11 the rates and charges prescribed by the Llanelly Railway and Dock Act 1853.

Provided also that as regards passenger traffic the maximum fares to be charged by the Company for the conveyance of passengers upon the railways including every expense incidental to such conveyance shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage three-pence per mile :

For every passenger conveyed in a second-class carriage twopence per mile :

For every passenger conveyed in a third-class carriage one penny per mile :

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

7. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and fifty pounds in weight for first-class passengers one hundred and twenty pounds in weight for second-class passengers and one hundred pounds in weight for third-class passengers without any charge being made for the carriage thereof. Passengers' luggage.

8. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the work next hereinafter mentioned carry the same with a single line only whilst the work shall consist of a single line and afterwards with a double line only across and Power to cross certain roads on level.

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A.D. 1909. on the level of the roads next hereinafter mentioned (that is to say):—

No. on deposited Plans.	Area.	Description of Road.
WIDENING (No. 2).		
6	Parish and urban district of Mynyddyslwyn	Public.
39 } 43 }	Parish and urban district of Mynyddyslwyn	Public.

Inclination of roads.

**9.** In altering for the purposes of this Act the roads next hereinafter mentioned the Company may make the same of any inclinations not steeper than the inclinations hereinafter mentioned in connection therewith respectively (that is to say):—

No. on deposited Plans.	Area.	Description of Road.	Intended Inclination.
WIDENING (No. 2).			
6	Parish and urban district of Mynyddyslwyn.	Public - -	1 in 3·74.
39 } 43 }	Parish and urban district of Mynyddyslwyn.	Public - -	1 in 7.

Widths of roadways over bridges.

**10.** The Company may make the roadway over the bridges by which the following roads will be carried over the railway hereinafter mentioned of such width between the fences thereof as the Company think fit not being less than the respective widths hereinafter mentioned in connection therewith respectively (that is to say):—

No. on deposited Plans.	Area.	Description of Roadway.	Width of Roadway.
RAILWAY (No. 10).			
4	Parish of Llanelly Rural	Public - - -	20 feet.
11	Parish of Llanelly Rural	Public - - -	20 feet.

Power to divert footpaths.

**11.** The Company may divert the footpaths referred to in the next following table in the manner shown, upon the deposited plans and subject to the provisions of this Act may stop up and cause to be discontinued as a footpath so much of each existing footpath as will be rendered unnecessary by

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the new portion of footpath so shown on the said plans (that is to say):— A.D. 1909.

Railway.	Area.	No. of Footpath on deposited Plans.
No. 3 - - -	Borough of Royal Leamington Spa -	{ 5
No. 6 - - -	Parish and urban district of Riscoa -	{ 7
		34
No. 7 - - -	Parish and urban district of Riscoa -	{ 23
		44
		55

**12.** The following provisions for the protection of the London and North Western Railway Company (in this section called “the North Western Company”) shall unless otherwise agreed between the Company and the North Western Company apply and have effect (that is to say):—

For protection of London and North Western Railway Company.

- (1) Railway (No. 3) by this Act authorised shall so far as it may be constructed on the property of the North Western Company vest in and be maintained and worked by that company and so far as it may be constructed on the property of the Company vest in and be maintained and worked by the Company :
- (2) The total cost of maintaining the said railway shall be borne in equal moieties by the Company and the North Western Company and the Company or the North Western Company as the case may be shall repay to the other of them at the end of every year any extra cost incurred by either of the companies during the current year in maintaining the said portion of railway vested in them over and above their moiety :
- (3) The Company and the North Western Company may respectively run over and use with their engines carriages and waggons officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of their traffic of every description the said Railway (No. 3) on terms to be agreed or in the event of difference as may be settled by arbitration under the Railway Companies Arbitration Act 1859 :
- (4) All rights powers and privileges which the North Western Company possess or are entitled to or may exercise

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over or upon or with reference to the Monmouthshire (Western Valleys) Railway of the Company under and by virtue of a memorandum of agreement dated the 1st July 1879 and made and entered into between the North Western Company of the first part the Monmouthshire Railway and Canal Company of the second part and the Company of the third part shall extend and apply to the Risca Loop (Railway No. 6) by this Act authorised :

- (5) The provisions of an agreement dated the 21st June 1888 and made between the Company and the North Western Company shall so far as it relates to the portion of Halls Tramroad (in this Act called “ the Pennar Branch Railway ”) extend and apply to the widening of that tramroad or railway by this Act authorised :
- (6) All rights powers and privileges which the North Western Company possess or are entitled to over or upon the Company's Vale of Neath Railway under and by virtue of an agreement dated the 6th June 1866 and made between the North Western Company and the Company (and which said agreement is scheduled to and confirmed by the Great Western Railway (Vale of Neath) Amalgamation Act 1866) shall extend and apply to the deviation and alteration of the Swansea and Neath Railway of the Company by this Act authorised :
- (7) The North Western Company may have and exercise over the Llangennech Loop by this Act authorised the same powers and privileges as are conferred on that company over the Llanelly Railway under and by virtue of a memorandum of agreement dated the 10th January 1889 and made and entered into between the North Western Company of the first part the Llanelly Dock and Railway Company of the second part and the Company of the third part but subject to the terms conditions and restrictions mentioned in the said agreement.

For pro-  
tection of  
Monmouth-

**13.** For the protection of the Monmouthshire County Council (in this section referred to as “ the county council ”) the following



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

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shire County  
Council.

Notwithstanding anything contained in this Act or shown on the deposited plans the bridges for carrying Railway (No. 6) over the road numbered on the deposited plans 32 in the parish and urban district of Risca and Railway (No. 7) over the road numbered 18 in the said parish and urban district shall be constructed of a clear width of not less than thirty-six feet measured on the square and the said bridges shall so far as is reasonably practicable be constructed to prevent water dripping therefrom on to the said roads.

**14.** The following provisions for the protection and benefit of the Risca Urban District Council (in this section called “ the council ”) shall notwithstanding anything contained in this Act or shown on the deposited plans and sections and unless otherwise agreed in writing between the Council and the Company have effect with respect to the railway and works within the district of the council by this Act authorised (that is to say) :—

For pro-  
tection of  
Risca Urban  
District  
Council.

- (1) The Company shall construct Railway (No. 6) approximately on the centre line shown in red on the plan signed by William Wylie Grierson on behalf of the Company and Alfred John Dardis on behalf of the council and shall not in the construction of the said railway acquire on the north and eastern sides of the River Ebbw any lands exceeding ten yards in width outside the limits of lands delineated and coloured pink on the said plan :
- (2) The diversion of the footpath which crosses the said Railway (No. 6) about four and a half chains from its commencement shall be carried out to the reasonable satisfaction of the council and shall not be less convenient than that now existing :
- (3) The Company shall construct and maintain under the said Railway (No. 6) and through the embankment thereof alongside the River Ebbw at each of the points marked A and B on the said plan an opening or archway with a span throughout of not less than thirty feet measured on the square across the road and of a height of not less than twelve feet in any

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part thereof and of not less than sixteen feet between the surface of the ground and the crown of the arch and the Company shall dedicate to the public as and for a public highway any land under the said archway now owned by them or which they may acquire :

- (4) The Company shall divert if necessary the existing footpaths which cross the centre line of the said Railway (No. 6) at the points marked respectively C and D on the said plan and carry the same over under or along the said Railway (No. 6) such diverted footpaths to be of not less than four feet in width and to be constructed to the reasonable satisfaction of the council :
- (5) If the Company interfere in any way with the existing access to the existing level crossings near to points numbered 1 2 3 and 18 on the deposited plans of the said Railway (No. 6) the Company shall provide and at all times as far as is reasonably practicable maintain to the reasonable satisfaction of the council equally convenient means of access to such level crossings :
- (6) At the point where the embankment of the said Railway (No. 6) is to be constructed over a manhole belonging to and connected with the Western Valleys main trunk sewer with which the council are intending to make a connection the Company shall to the reasonable satisfaction of the council make such provision as will enable the council at all times to have easy and convenient access to such manhole or any manhole which may be substituted therefor and the Company shall grant such easements and facilities over their lands as shall be necessary for this purpose :
- (7) The Company shall construct and maintain under the Railway (No. 7) and through the embankment thereof over the accommodation road numbered on the deposited plan 20 in the parish and urban district of Risca an archway of a width throughout of not less than twenty feet and of a height of not less than sixteen feet between the level of the existing road and the soffit of the arch :
- (8) The Company shall on demand repay to the council all additional expenses reasonably incurred by them due

to the construction of Railways Nos. 6 and 7 in altering relaying and making good any existing sewers or any projected sewers shown on plans which at the passing of this Act shall have been submitted to or approved by the Local Government Board or any drains or the gas or water mains pipes or apparatus now belonging to the Western Valleys and Monmouthshire Gas and Water Company and which shall be interfered with or affected by any of the works by this Act authorised and shall at all times provide easy and convenient means of access to any such sewers projected sewers drains and gas and water mains pipes and apparatus where situate on the property of the Company : A.D. 1909.

- (9) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus within the district of the council until they shall have given to the council fourteen clear days notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as the same affect the streets sewers drains watercourses gas and water mains pipes and apparatus proposed to be interfered with :
- (10) Where the surface of any road or street has been interfered with or disturbed by the Company in constructing or maintaining the works or exercising the powers by this Act authorised the Company shall well and efficiently and to the reasonable satisfaction of the council restore the surface of the street so interfered with or disturbed :
- (11) In case of any difference between the Company and the council with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed in default of agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

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For pro-  
tection of  
owner of  
Neath  
Abbey  
Estate.

**15.** The following provisions for the protection of the Honourable Walter Fitz Uryan Rice and the Right Honourable Arthur de Cardonnel Baron Dynevor and Henry Francis Compton or other the owner or owners for the time being of the estate in the county of Glamorgan known as the Neath Abbey Estate (all of whom are in this section referred to as included in the expression "the owner") shall unless otherwise agreed in writing between the Company and the owner apply and have effect (that is to say) :—

- (1) The Company shall construct and at all times thereafter maintain a bridge over Railway (No. 8) at or near the point at which the same crosses the occupation road numbered on the deposited plans 22 and 23 in the parish of Coedfrank and shall form approaches from the said road on either side of the said bridge with gradients not steeper than one foot in sixteen :
- (2) The Company shall construct and at all times thereafter maintain an arch not less than sixteen feet in height under Railway (No. 8) near the point at which the same crosses the road numbered on the deposited plans 34 in the said parish of Coedfrank :
- (3) The width of the said bridge and approaches and of the said arch respectively unless otherwise agreed shall be settled by arbitration under subsection (13) of this section :
- (4) The Company shall provide an arch as an accommodation work for the use of the owner not less than eight feet in width and twelve feet in height in some part of the field or enclosure numbered on the deposited plans 80 in the said parish to connect the severed portions of such enclosure :
- (5) The Company shall carry Railway (No. 8) over the accommodation road and sidings of the owner numbered on the deposited plans 88 in the said parish by means of a bridge. Such bridge to be constructed with three spans of twenty-five feet each in accordance with the plan marked "A" and signed by William Wylie Grierson on behalf of the Company and George Thomas Sims on behalf of the owner and Rice Vaughan Price on behalf of the Main Colliery Company or the Company may at their option construct

the said bridge either with two spans of 50 feet and 25 feet respectively or with one clear span of 75 feet and the abutments and piers if any of such bridge shall be placed in such lines as may be reasonably approved by the owner and such bridge shall have a headway throughout of not less than fourteen feet three inches above the rail level of the said sidings Provided always that the Company shall at their own expense carry out any alterations to the sidings and works of the owner necessary to make provision for the erection of the piers of the said bridge as shown on the said signed plan : A.D. 1909.

- (6) The Company shall carry the accommodation road immediately to the south of Cardonnel Halt and situated in the field or enclosure numbered on the deposited plans of the Railway (No. 8) 80 in the said parish across the deviation of the Company's Swansea and Neath Railway on the level and may for that purpose divert the same on the lands of the owner in such manner as he may reasonably approve and the gradients of the approaches to the said crossing shall not be steeper than one in sixteen :
- (7) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Company shall not without the consent of the owner first had and obtained acquire for the purposes of the deviation and alteration of levels of the Swansea and Neath Railway of the Company any greater quantity of land to the eastern side of the said railway than is situated within a distance of five yards to the eastward of the land coloured red on the plan marked "B" signed as aforesaid or for the purposes of Railway (No. 8) any portion of the lands numbered on the deposited plans 94 in the said parish :
- (8) The Company shall preserve and if necessary lengthen and thereafter maintain the bridge carrying the accommodation road and disused tramway numbered on the deposited plans 77 in the said parish over the said Swansea and Neath Railway and the approaches thereto shall have gradients not steeper than those now existing :

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- (9) In the event of the Company acquiring any portion of the reservoir numbered on the deposited plans 75 in the said parish they shall provide on the lands of the owner and to his reasonable satisfaction substituted storage accommodation by way of addition to the said reservoir equal in area to that on the land so acquired and the Company shall in the event of their interfering with the pipe leading into the said reservoir which crosses under the said railway at a point about six chains or thereabouts north of the bridge referred to in the last preceding subsection restore the same to the reasonable satisfaction of the owner and thereafter maintain the same so as to enable the water passing through that pipe to flow into the said reservoir at the same level as at present :
- (10) In the event of the Company acquiring any portion of the fields or enclosures numbered on the deposited plans 3 and 4 and 6 in the said parish additional to that which they have already acquired the Company shall construct and maintain for the benefit of the owner right of way for all purposes of a width of not less than 15 feet to be formed and fenced and finished fit for horses and carts and carriages from the level crossing to the Cape Copper Works to the boundary fence between the fields respectively numbered on the deposited plans 6 and 7 in the parish of Coedfrank and in accordance with a plan sections and specifications to be agreed between the surveyors to the Company and the owner respectively the gradients thereof in any case not to exceed one in twenty such right of way to be in lieu of the right of way provided by the conveyance dated the 14th day of February 1908 and made between the owner and the Company and lastly described in the First Schedule thereto :
- (11) In the event of the Company in the construction of the said Railway (No. 8) interfering with the course of any existing stream or watercourse or ditch in or upon the estate of the owner west of the Swansea and Neath Railway of the Company they shall to the reasonable satisfaction of the owner and on his lands divert the same or construct and at all times

thereafter maintain culverts or other works so as to provide for the proper and sufficient flow of water in such stream watercourse or ditch and so as not to deprive any part of the estate of the benefit of the water supply as now existing : A.D. 1909.

- (12) The owner shall be at liberty without any payment to the Company from time to time to place lay and maintain over the bridges and through the arches referred to in this section all such mains pipes tubes wires cables and apparatus and over the bridge referred to in subsection (8) hereof and through the said arches such lines of rails as they may reasonably require and shall for those purposes and for purposes of repair renewal and alterations of such mains pipes tubes wires cables lines of rails and apparatus be at liberty to open and break up the roadways over the said bridges and under the said arches reinstating the same with all reasonable despatch and to the reasonable satisfaction of the Company forthwith after the completion of the work necessitating such opening or breaking up :

- (13) If any dispute or difference shall arise between the Company and the owner respecting the matters and provisions aforesaid or any of them such dispute or difference shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

**16.** The provisions of the section of this Act the marginal note whereof is "For protection of owner of Neath Abbey Estate" except subsections 1 2 3 4 10 11 and 12 shall apply and have effect for the protection of the Main Colliery Company Limited as if that company had been referred to therein as the owner instead of the owner as therein expressed. For protection of Main Colliery Company Limited.

**17.** For the protection of the Neath Harbour Commissioners the following provisions shall have effect unless otherwise agreed in writing between the Company and the said commissioners (that is to say) :— For protection of Neath Harbour Commissioners.

In the event of any vessel being negligently detained for the passage of any train of the Company over the bridge

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carrying the Rhondda and Swansea Bay Railway over the River Neath in contravention of the provisions contained in paragraph (xi.) of subsection (4) of section 16 of the Rhondda and Swansea Bay Railway Act 1892 or of the regulations made in pursuance of that paragraph the penalty for such negligent detention recoverable under that paragraph may be a sum not exceeding fifty pounds instead of a sum not exceeding five pounds as provided by that paragraph. Provided always that any such penalty shall be recoverable against the Company instead of the Rhondda and Swansea Bay Railway Company.

For protection of  
Gertrude  
Barbara Rich  
Tennant.

**18.** For the protection of Gertrude Barbara Rich Tennant or other the owner or owners for the time being of the Tennant Canal Navigation and the Tennant Estate (all of whom are included under the expression "the owner" when used in this section) the following provisions shall unless otherwise agreed have effect in connection with the construction and maintenance of the works by this Act authorised affecting the said navigation or estate (that is to say):—

- (1) No railway or railway siding connecting Railway (No. 8) by this Act authorised with the Cape Copper Works shall be constructed unless expressly authorised by Parliament:

Provided that subject to the provisions for the protection of Mrs. Gertrude Barbara Rich Tennant enacted by subsection (9) of section 12 of the Rhondda and Swansea Bay Railway Act 1892 nothing in this subsection shall prevent the owner of the Neath Abbey Estate (as defined in the section of this Act of which the marginal note is "For protection of owner of Neath Abbey Estate") from constructing without the authority of Parliament any railway or railway siding connecting the said Cape Copper Works or any extension thereof with the Rhondda and Swansea Bay Railway and by means of such connection obtaining access to the said Railway (No. 8):

- (2) Quakers Bridge and the canal shipping stages near to and lying on the south-west of Quakers Bridge shall in no way be interfered with by the Company or their works and the limits of deviation as shown on



the deposited plan shall be altered so as to exclude such bridge and stages entirely in accordance with the plan signed in duplicate by William Wylie Grierson and Arthur Thomas Williams. The Company shall acquire from the owner her leasehold interest in the land required for the supports walls and pillars of the new bridges and widening referred to in this section and shall pay to her the value of her interest in such land but they shall not acquire any other land of the owner otherwise than by agreement but they may purchase and take and the owner shall grant an easement for the purpose of constructing maintaining and using the works by this Act authorised to be constructed over the said canal waterway and towing path: A.D. 1909.

(3) The bridge proposed to be made by the Company to carry Railway (No. 8) over the Tennant Canal shall not be of a greater width than 60 feet and shall not be of a less span than 20 feet clear on the square with a clear headway of not less than 14 feet above the canal water level with perpendicular stone brick or concrete walls which shall be carried down to a depth of at least 6 feet below the said water level:

(4) The widening by this Act authorised of the bridge carrying the Swansea and Neath Railway over the said canal shall be carried out in the following manner:—

(a) The bridge shall be widened to an extent not exceeding 40 feet on the centre line of the canal and shall be of the same span as the existing bridge and of a headway of not less than 8 feet clear above the water level of the canal and the Company shall at the same time increase the headway of the existing bridge to 8 feet clear above the said water level;

(b) A new bridge shall be constructed over the canal at a distance of not less than 20 feet from the said bridge when widened. Such new bridge shall not be of a greater width than 50 feet and shall have a span of not less than 20 feet clear on the square with a clear headway of not less than 8 feet above the canal water level with perpendicular

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stone brick or concrete walls which shall be carried down to a depth of at least 6 feet below the said water level and the present line of the canal towing path underneath the existing bridge shall be continued under the new and widened bridges and intervening space of 20 feet :

- (5) The Company shall make such provision as may be reasonably practicable for the introduction of daylight underneath the said bridges and widening and shall not alter the level of the canal or of the towing-paths :
- (6) The said bridges and widening of bridge shall be constructed under the superintendence and to the reasonable satisfaction of the agent of the owner and in accordance with plans and sections to be first submitted to and approved by the owner and failing approval within 28 days after such submission in accordance with plans and sections to be settled by arbitration as hereinafter provided :
- (7) In constructing and widening the bridges for carrying the railways and sidings over the Tennant Canal Navigation the Company shall interfere as little as possible with the waterway and towing-path of such canal. The traffic on the Tennant Canal Navigation shall not at any time be stopped interrupted or interfered with more than is absolutely necessary in the construction or widening of the said bridges and the Company shall indemnify the owner and her traders against all claims both as to damages and costs in respect of any damage injury or accident happening in or through the construction or widening of the said bridges. The Company shall at all times at their own cost maintain the said bridges and widening and all walls for the support thereof and the retaining walls for supporting the towing-path which shall be constructed by the Company in good substantial and complete repair and condition in all respects :
- (8) Nothing in this section shall prejudice abridge or defeat the rights of the owner or her tenants to compensation in respect of any lands or easements acquired by the Company from her or them or of any damage or

injury arising to her or them for or in consequence of the works of the Company: A.D. 1909.

- (9) If any difference shall arise between the Company and the owner with reference to the provisions of this section such difference shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party by the Board of Trade and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

**19.** For the protection of the Neath Rural District Council (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

For protection of  
Neath Rural  
District  
Council.

- (1) The new bridge in the parish of Coedfrank in the rural district of Neath in the county of Glamorgan described in the section of this Act whereof the marginal note is "Power to make new roads and alterations of roads footpaths &c." shall be constructed in accordance with plans and sections showing the lines and levels of the new structure to be submitted to and reasonably approved by the engineer of the council and the Company shall not commence the construction of such bridge until the engineer shall have signified his approval of the same. Provided that if the said engineer fails for a period of 28 days after the submission to him of the said plans and sections to signify his disapproval thereof he shall be deemed to have approved thereof. Such bridge shall not be of a greater width than 100 feet and shall have a width between the abutment walls thereof of not less than 30 feet clear and the headway thereof shall be not less than 15 feet clear at any point between the road surface and the underside of the girders supporting the floor of the bridge:
- (2) The said bridge shall be constructed so as to prevent so far as is reasonably practicable water dripping on to the surface of the road and a proper channel shall be provided under the said bridge for carrying away the surface water on the roadway:
- (3) The Company shall provide for the lighting of the road by day and for that purpose shall at all times maintain

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an opening in the said bridge fitted with gratings of a superficial area of not less than 60 square feet and such opening shall not be of less width at any point than 2 feet and if reasonably practicable not less than 3 feet and the Company shall erect and maintain to the reasonable satisfaction of the council for the lighting of the road by night a lamp having an illuminating power of not less than 40 candle power and such lamp shall be at all times lighted by the Company according to the time table for the time being adopted by the council for the general lighting of the parish of Coedfrank :

- (4) Before the Company break up any street or in any way interfere with any part of the sewerage works of the council at Pentreffynon or any sewer drain pipe or apparatus of the council they shall submit to the council for their reasonable approval plans and sections of the works affecting the same and showing the manner in which it is proposed to deal with alter or divert the same and any such works shall only be executed in accordance with plans and sections so approved Provided that if the council fail for a period of 28 days after the submission of such plans and sections to approve or disapprove thereof they shall be deemed to have approved thereof :
- (5) The Company in carrying out the works authorised by this Act shall make good all damage which may be caused to or may be in consequence of any interference with the said sewerage works or any sewer drain pipe or apparatus of the council Provided that the council shall afford the Company all reasonable facilities for carrying out such works :
- (6) If it shall be necessary to construct any portion of the works authorised by this Act over any sewer drain gas water or electric main belonging to the council provision shall be made to the reasonable satisfaction of the engineer to the council for protecting such sewer drain gas water or electric main from injury and for affording reasonable access thereto for the purpose of examination alteration renewal or repair and the council shall have full power and authority at all

times free of any wayleave charge or payment to lay maintain repair duplicate renew or relay all such sewers as may be necessary for the drainage of their district under or across Railway (No. 8) by this Act authorised subject to making compensation to the Company for any damage that may be thereby caused to the said railway or works of the Company :

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- (7) If by reason of the execution of any of the powers of this Act the council shall necessarily incur any cost in altering or removing any existing sewerage works sewer drain gas water or electric main or apparatus the Company shall repay such reasonable cost to the council :
- (8) If any difference shall arise between the Company and the council in respect of any matters under this section such differences shall unless otherwise agreed be settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

**20.** For the protection of the Rhondda and Swansea Bay Railway Company (in this section called "the Rhondda Company") the following provisions shall unless otherwise agreed between the Company and the Rhondda Company have effect (that is to say) :—

For protection of Rhondda and Swansea Bay Railway Company.

- (1) The Company shall not enter upon or interfere with the railway of the Rhondda Company or any of the lands or works of that company or execute any works whatever under or affecting the same until the Company shall have delivered to the Rhondda Company plans sections and drawings of such intended works and those plans sections and drawings shall have been approved in writing by the engineer of the Rhondda Company or in the event of his failure for fourteen days after the delivery of the said plans sections and drawings to approve or disapprove the same until the same shall have been approved by an arbitrator to be appointed as hereinafter provided and all the intended works shall be executed by the Company at their sole expense in all things according

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to such approved plans sections and drawings and to the reasonable satisfaction of the engineer of the Rhondda Company :

- (2) In constructing the Railways Nos. 8 and 9 or either of them or the deviation of their Swansea and Neath Railway by this Act authorised (hereinafter called "the said deviation") through or over the land and property of the Rhondda Company the Company shall not without the previous consent in writing of the Rhondda Company under their common seal (which consent shall not be unreasonably withheld) deviate from the centre line shown on the deposited plans and should it be necessary in constructing either of the said railways or the said deviation or in consequence of the construction thereof for the Rhondda Company to alter or remove the telegraph or telephone posts or wires on or connected with their railways or junctions the Company shall bear and on demand pay to the Rhondda Company the reasonable expense of and connected with such alteration and removal and the restoring the same to their former or placing them in different positions or of substituting other telegraph or telephone posts or wires therefor :
- (3) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Rhondda Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railways or to any company or person using the same during the execution or renewal or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any persons in their employ or of their contractors and the Company shall effectually indemnify and hold harmless the Rhondda Company from all claims and demands upon or against them by reason of such execution or failure and of any such act or default or omission :
- (4) In constructing the Railways Nos. 8 and 9 respectively and the said deviation the Company shall not in any way obstruct or interfere with the traffic passing along

the railways of the Rhondda Company or any of them and if by reason of any works or proceedings of the Company there shall be any obstruction or interference with the railways of the Rhondda Company or any of them so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall make good to the Rhondda Company any loss they may sustain by reason of any such obstruction or interference:

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- (5) Except for the purpose of constructing maintaining and using the said Railways Nos. 8 and 9 respectively and the said deviation in accordance with the provisions of this Act the Company shall not under the powers of this Act take or acquire any land of the Rhondda Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Rhondda Company or to alter vary or interfere with the railways or either of them of that company or with any of the works thereof further or otherwise than is necessary for the construction maintenance or user of the said Railways Nos. 8 and 9 and the said deviation without the consent in writing in every instance for that purpose first had and obtained of the Rhondda Company (under their common seal) and with respect to any lands of the Rhondda Company which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with the Company shall not purchase and take the same but the Company may purchase and the Rhondda Company shall sell or grant accordingly an easement or right of using the same in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment:

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- (6) The Rhondda Company may at their own expense at any time or times hereafter should it be necessary for them to do so alter or remove the respective junctions or either of them by this Act authorised with their railways and substitute a new junction or junctions (as the case may be) therefor but so as such alteration or removal or substituted junction or junctions (as the case may be) shall not stop the traffic of the railway or railways so interfered with and by this Act authorised or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or junctions or the substituted junction or junctions (as the case may be) or the signals works and conveniences connected therewith:
- (7) The Company shall pay to the Rhondda Company by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement:
- (8) If any dispute shall arise between the Rhondda Company and the Company respecting the matters and provisions aforesaid or any of them such dispute shall (except as aforesaid) be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of  
London  
County  
Council.

**21.** The following provisions shall unless otherwise agreed have effect for the protection of the London County Council (in this section called "the council") (that is to say):—

- (1) Notwithstanding anything contained in this Act the provisions of subsection (5) of section 26 of the Great Western Railway (New Railways) Act 1905 and of sections 38 to 40 of the Great Western Railway (Additional Powers) Act 1905 are incorporated with and form part of this Act and shall extend and apply to the lands which the Company are by this Act



authorised to acquire and to any works matters or things by this Act authorised as fully and effectually to all intents and purposes as if those provisions had been repeated and expressly re-enacted in this Act with reference thereto. Provided always that the Company may for the purposes of the Widening (No. 1) by this Act authorised temporarily stop up the footway on the northern side of Westbourne Park Villas and may also construct a parapet wall along and abutting on the northern side of and footings under the said footway :

- (2) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take use or interfere with any part of Wormwood Scrubbs :
- (3) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not erect any building or structure other than a fence or fences upon the lands numbered 1 to 6 on the deposited plans relating to the parish of Kensington :
- (4) Notwithstanding anything contained in this Act or shown on the deposited plans the lengthening of the footbridge carrying Westbourne Park Passage over the railways of the Company shall not be of less width between the parapets thereof than six feet measured on the square and in the case of the bridge carrying Ladbroke Grove Road over such railways such bridge shall be reconstructed and lengthened in accordance with a plan and section signed by William Wylie Grierson on behalf of the Company and Maurice Fitzmaurice on behalf of the council :

Such reconstructed or lengthened bridges shall be so protected or fenced as to prevent as far as may be reasonably practicable the escape of steam smoke or other offensive effluvia into any such road or street :

- (5) The Company shall not execute or commence the reconstruction or lengthening of such bridges or any works in connection therewith until they shall have given to the council twenty-eight days' notice in writing of their intention to commence the same by leaving such notice at the offices of the council with plans elevations

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sections and other necessary particulars of such works and until the council shall have signified their approval of the same unless the council fail to signify their approval or disapproval or other requirements within twenty-eight days after the service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the council in the reconstruction or lengthening of such bridges and the works connected therewith and all such works shall be done to the reasonable satisfaction of the council at the costs charges and expenses in all respects of the Company :

- (6) In carrying into effect the reconstruction and lengthening of the bridge or any portion thereof carrying Ladbroke Grove Road over the Company's railway the Company shall at their option either (1) before they reduce the width of roadway and footway over the existing bridge to less than fifteen feet in all construct and maintain a good and sufficient temporary bridge of not less than fifteen feet in width for the use of foot and carriage traffic passing upon and along the said road or (2) at all times provide a width of not less than nine feet of roadway on the existing or new bridges to allow one line of vehicles to pass and in addition a footway of a width of not less than six feet.

Application  
of London  
Building  
Acts.

**22.** The provisions of the London Building Acts 1894 to 1908 and any Act or Acts amending the same and any byelaws in force thereunder shall except so far as the same may be expressly varied by this Act apply to the execution by the Company of any works on any lands in the administrative county of London and the Company shall save as aforesaid be entitled to the benefit of any special exemptions in favour of railway companies in the said London Building Acts contained.

For pro-  
tection of  
Paddington  
Borough  
Council.

**23.** With reference to so much of the works by this Act authorised as will be situate within the metropolitan borough of Paddington in the county of London (in this section called "the borough") and for the protection of the council of the borough (in this section called "the council") the following provisions

shall unless otherwise agreed between the Company and the council apply and have effect:— A.D. 1909.

- (1) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works in the said borough authorised by this Act fronting on any public street or upon any building or hoarding connected with any such works and whether during or after the construction of the works any placards or advertisements except such as shall have been approved in writing by the council and if any such placard or advertisement be affixed or exhibited without such approval the council or their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting during the execution of the said works on the said works placards or advertisements giving information to the public as to the business of the Company or in connection with the said works :
- (2) The Company shall construct and carry out such works or buildings in such manner as not to unnecessarily damage or interfere with any sewer drain or pipe belonging to the council or the surface of the street :
- (3) The Company shall not construct any vault or vaults or other openings of any kind under the road or footway known as Westbourne Park Villas other than manholes for the safety of the Company's servants which may be constructed in the retaining wall but without providing access thereto from the said road or footway and shall not acquire nor permanently occupy any part of the surface of the foot or roadway in Westbourne Park Villas and the retaining wall and other works to be constructed adjoining the northern footway of Westbourne Park Villas shall be constructed so far as they may affect the road and footway or any sewer drain or pipe of the council thereunder in accordance with detailed plans and sections to be previously approved by the council (which approval shall not be unreasonably withheld) and the Company shall reinstate at their own cost to the reasonable satisfaction of the council such portion of the road or footway as may be interfered with by the said works Provided that the Company may temporarily occupy

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and fence off for a space not exceeding nine months the northern footway of Westbourne Park Villas so far as they are the owners or lessees of the frontage Provided further that if the council shall refuse to approve the said plans and sections or fail to approve the same within twenty-eight days of their submission a difference shall be deemed to have arisen between the Company and the council under this section :

- (4) The Company shall not in connection with the works by this Act authorised deposit any subsoil or materials anywhere within the borough so as to cause any nuisance or obstruction to any persons using the roads or footways within the borough :
- (5) The Company shall make full compensation to the council for any damage to or subsidence due to the construction of the works by this Act authorised of any sewer drain pipe or work belonging to or under the jurisdiction or control of the council in or under any street road or footway or premises whatever in under or adjacent to which any such works or buildings may be constructed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents :
- (6) The Company shall at all times during the progress of any such building or works provide all necessary hoardings and barriers the same to be well and efficiently lighted and watched and every reasonable precaution taken for the due protection of the public :
- (7) Should it be found necessary to alter or interfere with any sewers drains gulleys air shafts paving lamps property or works connected therewith belonging to or under the control of the council fourteen days' notice shall be given in writing to the council of such intention and any such alteration or interference shall be made with the reasonable approval and under the superintendence of the council if such be given :
- (8) If any difference shall arise between the Company and the Council with reference to the provisions of this section such difference shall be settled by an arbitrator

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to be appointed unless otherwise agreed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889. A.D. 1909.

**24.** Notwithstanding anything in this Act contained or shown on the deposited plans relating to Widening (No. 2) by this Act authorised the Company shall not without the previous consent in writing of the Oakdale Navigation Collieries Limited purchase or acquire any of the lands shown on the said plans north of the public road numbered on the said plans 6 in the parish and urban district of Mynyddyslwyn. For protection of Oakdale Navigation Collieries Limited.

**25.** The following provisions for the protection of the Woodfield Collieries Limited (in this section called "the colliery company") shall unless otherwise agreed between the Company and the colliery company apply and have effect (that is to say) :— For protection of Woodfield Collieries Limited.

- (1) In carrying into effect the Widening (No. 2) by this Act authorised the Company shall not interfere with the portion of the sidings of the colliery company numbered on the deposited plans of the said widening 42 in the parish and urban district of Mynyddyslwyn situate between points respectively  $14\frac{1}{2}$  chains and 17 chains from the commencement of such widening :
- (2) In the event of the Company requiring to interfere with the remaining portion of the sidings of the colliery company and their junction with the Pennar Branch Railway of the Company they shall at their own expense free of cost before interfering with such portion of sidings construct substituted sidings and connect them with the widened railway at some other point in as convenient a manner as circumstances will permit and the provisions of the agreement of 29th November 1890 with regard to the said sidings and junctions shall apply to the substituted sidings and junctions as if the said substituted sidings and junctions formed part of the said agreement :
- (3) In the event of the colliery company constructing an additional siding south of the engine-house before the Company commence the construction of the said Widening (No. 2) and of the Company requiring the

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land upon which the same shall have been laid for the purposes of the said widening the Company shall at their own expense relay the said siding on adjoining land and the colliery company shall thereafter be entitled to such rights in the said land as they may at the time possess in the land acquired by the Company as aforesaid :

- (4) In the event of any difference arising between the Company and the colliery company with reference to the provisions of this section other than any difference as to purchase money and compensation to be paid by the Company for any property or rights to be acquired by them from the colliery company such difference shall unless otherwise agreed be settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

Power to stop up footpath at Risca without providing substitute.

**26.** Subject to the provisions of this Act the Company may stop up the footpath numbered on the deposited plans of Railway (No. 6) 37 in the parish and urban district of Risca and thereupon all rights of way over the said footpath shall be extinguished but such footpath shall not be stopped up unless the Company are owners in possession of all houses and lands on both sides thereof except so far as the owners lessees and occupiers of such houses and lands may otherwise agree and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the footpath so stopped up :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Power to lay additional rails at level crossings.

**27.** Subject to the provisions of this Act the Company may in the lines and according to the levels shown on the deposited plans and sections relating thereto lay down an additional line of rails on the level at each of the level crossings of the

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Company's West Cornwall Railway hereinafter specified adjoining the existing line of rails at such level crossings and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say):—

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Level Crossing.	Parish and District.
Crossing situate 11 chains or thereabouts east of Chacewater Viaduct.	Parish of Kea in rural district of Truro.
Three crossings situate respectively about 15½ chains 26 chains and 38 chains east of Tomperrow Bridge East.	Parish of Kenwyn Rural in rural district of Truro.
Two crossings situate respectively about 17½ chains and 7 chains west of Penweathers Viaduct.	Parish of Kenwyn Rural in rural district of Truro.
Three crossings situate respectively about 37 chains 52 chains and 64 chains south-west of Scorrier Station.	Parish and urban district of Redruth.
Crossing situate 33 chains or thereabouts east of Angarrack Viaduct of the road leading from Polkinghorne to Connor Downs.	Parish of Gwinear in rural district of Redruth.
Crossing situate 14 chains or thereabouts west of Gwinear Road Station of the road leading from Higher Trevaskis to Connor Downs.	Parish of Gwinear in rural district of Redruth.

**28.** The following provisions for the protection of the Redruth Urban District Council (in this section called "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

For protection of Redruth Urban District Council.

- (1) In consideration of the council raising no objection either directly or indirectly to the closing of the level crossings numbered respectively on the deposited plans 4 10 and 16 in the parish and urban district of Redruth the Company on powers being obtained for that purpose shall construct a bridge at or near the site of the level crossing numbered 10 as aforesaid such bridge to be of a width of twelve feet with approaches on either side of a like width and with gradients not steeper than one in twelve:
- (2) The provisions of the agreement between the Company and the council dated 21st December 1897 shall extend and apply to the widening of the West Cornwall Railway and the other works by this Act authorised

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so far as they may affect the water mains of the council laid under the provisions of the said agreement :

- (3) Before exercising the powers by this Act authorised to stop up the road numbered on the deposited plans 46 in the said parish and urban district and which crosses the said West Cornwall Railway on the level at a point thirteen chains or thereabouts north of the bridge carrying the said railway over the road known as Drump Road the Company shall make a new foot-path in the line shown in red on the plan signed by William Wylie Grierson on behalf of the Company and Nicholas Trestrail on behalf of the council and shall carry the same over the said railway by means of a footbridge the width of such footbridge to be at least four feet in the clear :
- (4) The Company shall provide a road access from the goods yard to be constructed by them adjoining Drump Road to the road leading to East End viâ Lower Cardrew numbered on the deposited plans 40 in the said parish and urban district :
- (5) Before entering upon taking or using the lands numbered on the deposited plans 44 and 45 in the said parish and urban district the Company shall reinstate the council in other land to be acquired by them for the purpose of the same area and equally suitable for the purpose for which the council now use the said lands numbered 44 and 45 as aforesaid :
- (6) If any difference shall arise between the Company and the council with reference to the provisions of this section such difference shall unless otherwise agreed be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

Company not  
liable to re-  
pair surface  
of road level  
of which is  
not per-  
manently  
altered.

**29.** Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways and widenings of railways or any of them by a bridge or bridges or the immediate approaches



thereto except so far as the level of such road or highway or approaches is permanently altered. A.D. 1909.

**30.** Subject to the provisions of this Act the Company may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the bridge works and the new roads and footpaths and alterations and deviations of roads and footpaths and other works hereinafter mentioned and may stop up and discontinue the portions of roads and footpaths to be stopped up or diverted and exercise the other powers herein-after mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company (that is to say):—

Power to  
make new  
roads and  
alterations of  
roads foot-  
paths &c.

#### BRIDGE WORKS.

In the county of London—

In the parish and royal metropolitan borough of Kensington—

The lengthening at both ends and reconstruction of the bridge carrying Ladbroke Grove Road over the main line of railway of the Company.

In the county of Berks—

In the parish and borough of Newbury and in the parish of Greenham in the rural district of Newbury—

The lengthening at both ends of the bridge which carries Boundary Road over the Berks and Hants Railway of the Company and over the Didcot Newbury and Southampton Railway.

In the county of Wilts—

In the parish of Lydiard Tregooze in the rural district of Cricklade and Wootton Bassett and in the parish of Wroughton in the rural district of Highworth—

The lengthening at the northern end of the bridge which carries Hay Lane over the main line of railway of the Company.

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In the parish and borough of Totnes—

The lengthening at the south-eastern end of the bridge which carries the road leading from Ashburton to Totnes over the South Devon Railway of the Company at the south-western end of Totnes Station.

In the county of Cornwall—

In the parish of Phillack East in the urban district of Phillack—

The lengthening at the south-eastern end of the bridge known as Guildford Bridge which carries the road leading from Gwinear to Guildford over the West Cornwall Railway of the Company at a point  $16\frac{1}{2}$  chains or thereabouts west of Angarrack Viaduct.

In the county of Worcester—

In the parish of Kidderminster Foreign in the rural district of Kidderminster—

The lengthening at the northern end of the bridge which carries the road known as Hoo Road and leading from Kidderminster to Hoobrook over the Bewdley and Kidderminster Railway of the Company.

In the county of Hereford—

In the parish of St. Nicholas in the borough of Hereford—

The lengthening at the eastern end of the bridge over the Newport Abergavenny and Hereford Railway of the Company which connects Breinton Road with Barton Road and in connection therewith the alteration of the levels of the road thereover between points respectively about 3 chains east and 2 chains west of the said bridge.

In the county of Middlesex—

In the parish and urban district of Hayes—

The widening on the northern side of the bridge carrying the main line of railway of the Company over the Grand Junction Canal at the eastern end of Hayes Station.

In the county of Wilts—

In the parish and borough of Swindon—

The widening on the south-eastern side of the bridge carrying the main line of railway of the Company over Wootton Bassett Road:

In the parish of Limpley Stoke in the rural district of A.D. 1909.  
Bradford-on-Avon—

The widening on the eastern side of the bridge near the northern end of Limpley Stoke Station carrying the Bath and Trowbridge Railway of the Company over the road leading from Bath to Winsley Hill.

In the county of Somerset—

In the parish of Keynsham in the rural district of Keynsham—  
The widening on the southern side of the bridge which carries the main line of railway of the Company over Broadmead Lane.

In the county of Devon—

In the parish of Woolborough in the urban district of Newton Abbot—

The widening on the eastern side of the bridge situate 14 chains or thereabouts north of Newton Abbot Station which carries the South Devon Railway of the Company over the road connecting Ford Road with Teign Road :

In the parishes of Woolborough and High Week in the urban district of Newton Abbot—

The widening on the western side of the bridge situate 12 chains or thereabouts north of the junction of the Moretonhampstead Branch Railway of the Company with the South Devon Railway of the Company and which carries the said branch railway over the stream known as Whitelake :

In the parish of Tor Moham in the borough of Torquay—

The widening on the north-western side of the bridge at the south-western end of Livermead House which carries the Torquay and Dartmouth Branch Railway of the Company over the road leading from Torbay to Chelston :

In the parish and urban district of Paignton—

The widening on the north-western side of the bridge which carries the said Torquay and Dartmouth Branch Railway over the public road at a point 65 chains or thereabouts north-east of Paignton Station ;

The widening on the north-western side of the bridge which carries the said railway over Polsham Road and the Company may alter and divert so much of the foot-

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path joining the said road at or near the said bridge between points respectively about 1 chain and 4 chains north of the said point of joining.

In the county of Cornwall—

In the parish of Kenwyn Rural in the rural district of Truro—

The widening on the southern side of the bridge known as Green Bottom Bridge East which carries the West Cornwall Railway of the Company over the road leading from Saveock to Green Bottom ;

The widening on the northern side of the bridge known as Hugus Bridge carrying the said railway over the road leading from Wheal Jane to Lower Besore ;

The widening on the southern side of the bridge known as Penweathers Bridge which carries the said railway over the road leading from Penweathers to Higher Town :

In the parish of Gwennap in the rural district of Redruth—

The widening on the southern side of the bridge known as Raby Bridge which carries the West Cornwall Railway of the Company over the road leading from Treskerby to Blackwater at a point 19 chains or thereabouts west of Scorrier Station ;

The widening on the southern side of the bridge which carries the said railway over the public road at a point 3 chains or thereabouts west of Scorrier Station :

In the parish and urban district of Ludgvan—

The widening on the eastern side of the bridge known as Rosevidney Hammer Mill Bridge which carries the West Cornwall Railway of the Company over the road leading from Great Rosevidney to Trevorrow and in connection therewith the Company may stop up and discontinue so much of the road which joins the first-mentioned road on the eastern side of the said bridge as lies between its junction with the said road and a point 2 chains or thereabouts south thereof and in lieu thereof may make and maintain a new road between the said point and a point in the first-mentioned road 1 chain or thereabouts east of the said bridge :

Provided that notwithstanding anything shown upon the deposited sections the gradient of the first-mentioned road shall not be made steeper than 1 in 18. A.D. 1909.

In the county of Gloucester—

In the parish of Stroud in the urban district of Stroud—

The widening on the north-eastern side of the bridge which carries the Cheltenham and Great Western Union Railway of the Company over the road known as Rowcroft :

In the parish and county borough of Gloucester—

The widening on both sides of the bridge which carries the Cheltenham and Great Western Union Railway of the Company over the road known as Port Way leading from Gloucester to Painswick.

In the county of Denbigh—

In the parish of Gwersylt in the rural district of Wrexham—

The widening on the south-eastern side of the bridge which carries the Shrewsbury and Chester Railway of the Company over the road leading from Wilderness Mill House to Blue Bell Farm near Gresford.

In the county of Monmouth—

In the parish and county borough of Newport—

The widening on both sides and reconstruction of the bridge which carries the South Wales Railway of the Company over the River Usk ;

The widening on both sides of the bridge which carries the said railway over Shaftesbury Street :

In the parish and urban district of Risca—

The widening on both sides of the bridge which carries the Nine Mile Point Branch Railway of the Company over the road leading from Cross Keys to Pontymister at a point 7 chains or thereabouts north-west of Risca Station :

In the parish and urban district of Abercarn—

The widening on the south-eastern side of the bridge which carries the Monmouthshire (Western Valleys) Railway of the Company over the road connecting Bridge Street with Islwyn Street.

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In the parish of Coedfrank in the rural district of Neath—  
The widening on the western side of the bridge which carries the Swansea and Neath Railway of the Company over the Tennant Canal at a point 32 chains or thereabouts north-east of Briton Ferry Road Station ;

A new bridge over the road which crosses over the said Swansea and Neath Railway at the south-western end of the said station extending from a point in that road 1 chain or thereabouts north-west of the said railway to a point  $4\frac{1}{2}$  chains or thereabouts north-west of the said railway.

ROADS FOOTPATHS &c.

In the county of Middlesex—

The Company may in the parish and urban district of Acton alter and divert so much of the footpath leading from Friars Place Green to Wormwood Scrubbs as lies between the point where it intersects the eastern fence of the North and South Western Junction Railway and Wormwood Scrubbs :

They may in the parish and urban district of Hayes and in the parish of Harlington in the rural district of Staines stop up and discontinue so much as lies between Clayton Road and Cranford Road of the footpath which crosses the main line of the railway of the Company on the level  $4\frac{1}{2}$  chains or thereabouts east of the bridge carrying the road from Dawley to Southall over that railway and in lieu thereof may make and maintain a new footpath between the junction of the existing footpath with Clayton Road and a point in the said road from Dawley to Southall 1 chain or thereabouts north of the said bridge.

In the county of Berks—

They may in the parish and borough of Newbury alter and divert so much of the road which commences by a junction with Kings Road near Denmark Road and terminates by a junction with Kings Road near the gasworks and which lies between the gasworks and the goods yard at Newbury Station as lies between points respectively about  $3\frac{1}{2}$  chains and  $6\frac{1}{2}$  chains from its commencement as hereinbefore described.

In the county of Wilts—

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They may in the parish of Limpley Stoke in the rural district of Bradford-on-Avon alter and divert so much of the road leading from Bath to Limpley Stoke as lies between points respectively about 12 chains and 24 chains north of Limpley Stoke Station :

And may also alter and divert so much of the footpath leading from Midford to Monkton Combe and passing along the south-eastern boundary of Railway (No. 9) authorised by the Great Western Railway Act 1904 (now in course of construction) as lies between points respectively about 5 chains and 9 chains and between points respectively about 16 chains and 38 chains from its junction with the road leading from Midford to Limpley Stoke.

In the county of Somerset—

They may in the parish of South Stoke in the rural district of Bath alter and divert the bridle and footpath leading from Twinhoe Green to the road from Combe Hay to Midford for a distance of 3 chains or thereabouts from its junction with the said road and between points respectively about  $6\frac{1}{2}$  chains and 9 chains from the said junction :

They may in the parish of Combe Hay in the rural district of Bath alter and divert so much of the road leading from Combe Hay to Bath which crosses Railway (No. 9) authorised by the Great Western Railway Act 1904 (now in course of construction) as lies between the boundaries of the Company's property and may carry the same over the said railway by means of a bridge :

They may in the parishes of Combe Hay and Dunkerton in the rural district of Bath alter and divert so much of the road leading from Dunkerton to Combe Hay which crosses the said Railway (No. 9) near the Swan Inn as lies between points respectively about 3 chains and 12 chains north-east of the junction of that road with the road leading from Radstock to Bath and may carry the same under the said railway by means of a bridge :

They may in the parish of Dunkerton in the rural district of Bath stop up and discontinue so much of the bridle path known as Fosse Way as lies between its junction with the road leading from Radstock to Bath and a point

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1½ chains or thereabouts north-east thereof and in lieu thereof may make and maintain a new road between the said point and a point in the said road from Radstock to Bath 2½ chains or thereabouts north of the said junction :

They may in the parish of Freshford in the rural district of Bath alter and divert so much of the footpath which crosses the Bath and Trowbridge Railway of the Company on the level at the north-western end of Freshford Station as lies between points respectively about ½ chain north-east and 1 chain south of that crossing and may carry the same over the said railway by means of a footbridge.

In the county of Dorset—

They may in the parish of Evershot in the rural district of Beaminster and in the parish of Frome Saint Quintin in the rural district of Cerne stop up and discontinue so much of the footpath which crosses the Wilts Somerset and Weymouth Railway of the Company on the level at a point 3½ chains or thereabouts south-west of Evershot Station as lies between a point 1½ chains or thereabouts south-east of the south-eastern boundary of the said railway and the road leading from Evershot to Haydon Lane and in lieu thereof may make and maintain a new footpath between the said point and a point in the said road 1½ chains or thereabouts east of the bridge carrying that road over the said railway :

They may in the parish of Toller Porcorum in the rural district of Dorchester stop up and extinguish all rights of way over the Bridport Branch Railway of the Company between Toller Station and the bridge carrying the road leading from Bridport to Maiden Newton over the said railway near the western end of that station :

They may in the parish of Portisham in the rural district of Weymouth stop up and discontinue so much of the footpath which crosses the Abbotsbury Branch Railway of the Company on the level at the eastern end of Portisham Station as lies between the northern boundary of the said railway and Bramdon Lane and in lieu thereof may make and maintain a new footpath between a point in that lane 4 chains or thereabouts north-west of the junction of the said footpath with that lane and the point where the said footpath intersects the said northern boundary.



In the county of Devon—

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They may in the parish of Tor Moham in the borough of Torquay alter and divert so much of the main road leading from Paignton to Torquay as lies between points respectively about  $4\frac{1}{2}$  chains west and  $7\frac{1}{2}$  chains east of the point where the said road crosses Livermead Tunnel and may stop up and discontinue so much of the road which joins the first-mentioned road at the said point of crossing between its said junction and a point 5 chains or thereabouts north thereof and in lieu thereof may make and maintain a new road between the last-mentioned point and a point in the said alteration and diversion of road  $1\frac{1}{2}$  chains or thereabouts north-west of the said point of crossing :

They may in the parish and borough of Totnes alter the levels of so much of the road leading from Ashburton to Totnes as lies between points respectively about 1 chain north-west and 2 chains south-east of the bridge carrying that road over the South Devon Railway of the Company at the south-western end of Totnes Station.

In the county of Cornwall—

They may in the parish of Kea in the rural district of Truro stop up and discontinue so much of the road leading from Chacewater to St. Agnes which crosses the West Cornwall Railway of the Company on the level at a point  $11\frac{1}{2}$  chains or thereabouts east of Chacewater Viaduct as lies between points respectively about  $2\frac{1}{2}$  chains south-west and 5 chains north-east of the said crossing and in lieu thereof may make and maintain a new road between the last-mentioned point and a point in the road leading from Chacewater to Jolly's Bottom 1 chain or thereabouts north of the level crossing by that road of the said railway :

They may in the parish of Kenwyn Rural in the rural district of Truro alter and divert so much of the road which crosses the West Cornwall Railway of the Company on the level at a point 7 chains or thereabouts west of Penweathers Viaduct as lies between points respectively about 3 chains and  $8\frac{1}{2}$  chains south-west of that crossing :

They may in the parish and urban district of Redruth stop up and extinguish all rights of way over so much of the

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road which crosses the said West Cornwall Railway on the level at a point 13 chains or thereabouts north of the bridge carrying the said railway over the road known as Drump Road as lies between the western boundary of the said railway and a point 4 chains or thereabouts east thereof :

They may in the parish of Gwinear in the rural district of Redruth alter and divert so much of the footpath which joins the road leading from Gwithian to Helston on its western side at the southern side of the level crossing by that road of the West Cornwall Railway of the Company as lies between the junction of that footpath with the said road and a point 3 chains or thereabouts west thereof.

In the county of Bucks—

They may in the parish of Dorton in the rural district of Long Crendon alter and divert so much of the footpath leading from Dorton Park to Ashendon and which intersects the field or enclosure numbered 52 on the 25-inch Ordnance map (second edition 1899) of the said parish as lies between the point where the same intersects the north-western boundary of the said field or enclosure and a point 13 chains or thereabouts east thereof :

And may also stop up and discontinue so much of the footpath leading from Lawn Farm to Dorton as lies between its junction with the public road at Dorton and its point of intersection of the north-eastern boundary fence of Railway (No. 1) authorised by the Great Western Railway (New Railways) Act 1905 (now in course of construction) and in lieu thereof may make and maintain a new footpath along the said fence between the said point of intersection and the said public road :

They may in the parish of Brill in the rural district of Long Crendon and in the parish of Wotton Underwood in the rural district of Aylesbury alter and divert so much of the footpath intersecting the fields or enclosures numbered on the 25-inch Ordnance map (second edition 1899) of the said parishes 385 and 403 in the parish of Brill and 95 in the parish of Wotton Underwood as lies between its junction with the road leading from Ludgershall to Wood Siding and its point of intersection of the western boundary of the said enclosure numbered 385 in the

parish of Brill and may carry the same over the said Railway No. 1 by means of a bridge. A.D. 1909.

In the counties of Bucks and Oxford—

They may in the parish of Ludgershall in the rural district of Aylesbury in the county of Bucks and the parish of Piddington in the rural district of Bicester in the county of Oxford stop up and discontinue so much of the footpath leading from Piddington to Ludgershall and passing through the fields or enclosures numbered on the 25-inch Ordnance map (second edition 1899) of the said parishes 192 and 194 in the parish of Piddington and 42 44 and 99 in the parish of Ludgershall as lies between its junction with the existing footpath in the enclosure numbered 192 as aforesaid and its point of intersection of the eastern boundary of the enclosure numbered 44 as aforesaid and in lieu thereof may make and maintain a new footpath between the last-mentioned point and a point in the existing footpath in the field or enclosure numbered on the said Ordnance map 95 in the parish of Ludgershall  $2\frac{1}{2}$  chains or thereabouts south-west of the easternmost corner of the said field or enclosure:

And may also stop up and discontinue—

(1) The footpath leading from Glebe Farm to Ludgershall between the said farm and its point of intersection of the north-eastern boundary of Railway (No. 1) authorised by the Great Western Railway (New Railways) Act 1905; and

(2) The footpath connecting the main road leading from Piddington to Ludgershall with the last-mentioned footpath;

and in lieu of the said footpaths may make and maintain a new footpath along the said north-eastern boundary between the said road and the first-mentioned footpath.

In the county of Oxford—

They may in the parish of Market End in the urban district of Bicester alter and divert so much of the footpath leading from Tubb's Crossing to Charbridge Lane as lies between a point 3 chains or thereabouts south-west of the south-western boundary of the said Railway (No. 1) and a point

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$\frac{1}{2}$  chain or thereabouts north-east of the said railway and may carry the same under the said railway by means of a subway:

And may also alter and divert so much of the footpath leading from Love Alley to Caversfield as lies between the boundary fences of the said Railway (No. 1) and may carry the same under that railway by means of a subway.

In the county of Northampton—

They may in the parish of Aynhoe in the rural district of Brackley stop up and discontinue so much of the footpath leading from the main road at Aynhoe Station to Souldern as lies between its junction with the said road and a point  $16\frac{1}{2}$  chains or thereabouts south-east of the said junction and in lieu thereof may make and maintain a new footpath between the said point and a point in the said main road  $6\frac{1}{2}$  chains or thereabouts north-east of the said junction.

In the county of Gloucester—

They may in the parish and county borough of Gloucester alter and divert so much of the footpath which crosses under the Cheltenham and Great Western Union Railway (Western Loop) of the Company in a subway at or near the Emlyn Wagon Works as lies between the north-eastern end of the said subway and a point  $4\frac{1}{2}$  chains or thereabouts south-east thereof:

They may in the parish of Buckland in the rural district of Winchcomb stop up and discontinue so much of the footpath intersecting the field or enclosure numbered 106 on the 25-inch Ordnance map (second edition 1902) of the said parish as lies between its junction with the main road at Little Buckland and the point where it intersects the north-western boundary of the Cheltenham and Honeybourne Railway of the Company and in lieu thereof may make and maintain a new footpath between the last-mentioned point and the said main road at or near the north-western end of the bridge carrying the said railway over the said road:

They may in the parish of Winchcomb in the rural district of Winchcomb stop up and discontinue (1) so much of the footpath leading from Footbridge to Greet Pottery as lies

between its junction with the public road near Greet Pottery and its junction with the footpath leading from Footbridge to the public road between Winchcomb and Stratford-on-Avon at or near the bridge carrying the said Cheltenham and Honeybourne Railway over that road and (2) so much of the last-mentioned footpath as lies between its junction with the said public road and a point  $1\frac{1}{2}$  chains or thereabouts south-west of that junction and in lieu of the said portions of footpaths to be stopped up may make and maintain a new footpath between the last-mentioned point and a point in the last-mentioned public road  $1\frac{1}{2}$  chains or thereabouts south of the said bridge:

And may also stop up and discontinue so much of the footpath which intersects the field or enclosure numbered 639 on the 25-inch Ordnance map (second edition 1902) of the said parish as lies between its junction with the road leading from Winchcomb to Stratford-on-Avon and a point  $8\frac{1}{2}$  chains or thereabouts from the said junction and in lieu thereof may make and maintain a new footpath along the south-eastern boundary of the said Cheltenham and Honeybourne Railway between the said point and the said road:

And may also alter and divert so much of the footpath near Gretton intersecting the field or enclosure numbered 901 on the 25-inch Ordnance map (second edition 1902) of the said parish as lies between the northernmost corner of the said field or enclosure and a point  $8\frac{1}{2}$  chains or thereabouts south thereof and may stop up and extinguish all rights of way over the said Cheltenham and Honeybourne Railway for a distance of 6 chains or thereabouts west of the tunnel on that railway adjoining the said footpath:

They may in the parish of Gotherington in the rural district of Winchcomb stop up and discontinue so much of the footpath intersecting the field or enclosure numbered 40 on the 25-inch Ordnance map (second edition 1902) of the said parish which joins the public road at the northernmost corner of the said field or enclosure as lies between the said junction and a point 7 chains or thereabouts south-west thereof and in lieu thereof may make and maintain a new footpath between the last-mentioned point and a point in the road leading from Prescott to Greenway Lane 1 chain or thereabouts south of the bridge carrying the said

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Cheltenham and Honeybourne Railway over that road  
5 chains or thereabouts north-east of Gotherington Station :

They may in the parish of Moreton in Marsh in the rural district of Campden stop up and discontinue so much as lies between the boundaries of the Company's property of the footpath which crosses the Oxford Worcester and Wolverhampton Railway of the Company on the level at a point  $20\frac{1}{2}$  chains or thereabouts south of the bridge over that railway at the southern end of Moreton in Marsh Station and in lieu thereof may make and maintain a footbridge across the said railway at or near the site of the said level crossing.

In the county of Worcester—

They may in the parish of Church Honeybourne in the rural district of Evesham stop up and discontinue—

(1) So much of the footpath leading from a point in Icknield Street  $6\frac{1}{2}$  chains or thereabouts south of the bridge carrying that street over the Oxford Worcester and Wolverhampton Railway of the Company to Honeybourne Grove as lies between its junction with Icknield Street and a point  $18\frac{1}{2}$  chains or thereabouts north-east of its said junction ;

(2) So much of the footpath leading from a point in Icknield Street 6 chains or thereabouts north of the said bridge to Honeybourne Grove as lies between its junction with Icknield Street and a point  $1\frac{1}{2}$  chains or thereabouts east thereof ;

and in lieu of the said portions of footpaths may make and maintain a new footpath between a point in Icknield Street 7 chains or thereabouts north of the said bridge and a point in the footpath firstly hereinbefore described  $18\frac{1}{2}$  chains or thereabouts north-east of its junction with Icknield Street :

And may also stop up and discontinue so much of the footpath leading from a point in Icknield Street 26 chains or thereabouts north of the said bridge to the main road from Church Honeybourne to Mickleton as lies between points respectively about 24 chains and 42 chains south-east of its junction with Icknield Street and in lieu thereof

may make and maintain a new footpath between the last-mentioned point and a point in Icknield Street 7 chains or thereabouts south of the said bridge : A.D. 1909.

They may in the parishes of Great Malvern and Malvern Link in the urban district of Malvern alter the levels of so much of Worcester Road as lies between points respectively about 2 chains north-east and  $\frac{1}{2}$  chain south-west of the bridge carrying that road over the Worcester and Hereford Railway of the Company at the southern end of Malvern Link Station :

Provided that if for the purpose of reconstructing the said bridge the Company shall require to carry out the said alteration of levels they shall so reconstruct the said bridge as to be of sufficient strength to carry modern traffic and if any difference shall arise between the Company and the Worcestershire County Council with reference thereto such difference shall unless otherwise agreed be refereed to and determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any arbitration under this enactment :

They may in the parish of Kidderminster Borough in the borough of Kidderminster alter the levels of so much of Comberton Road as lies between points respectively about 2 chains west and 1 chain east of the bridge carrying that road over the Oxford Worcester and Wolverhampton Railway of the Company.

In the county of Warwick—

They may in the parish of Great Alne in the rural district of Alcester stop up and discontinue so much of the footpath leading from Great Alne to Aston Cantlow Mill which crosses the Alcester and Bearley Branch Railway of the Company on the level 1 chain or thereabouts north-east of the bridge carrying the road leading from Great Alne to Aston Cantlow over that railway as lies between points respectively about 4 chains north-west and 1 chain south-east of the said crossing and in lieu thereof may make and maintain a new footpath from the last-mentioned point to a point in the said road  $\frac{1}{2}$  chain or thereabouts south-east of the said bridge :

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They may in the parish of Wooton Wawen in the rural district of Stratford-on-Avon stop up and discontinue (1) so much of the footpath intersecting the field or enclosure numbered 987 on the 25-inch Ordnance map (second edition 1905) of the said parish as lies between the eastern boundary fence of the Birmingham and North Warwickshire Railway of the Company and its junction with the road leading from Alcester Road to Pennyford Hall and (2) so much of the footpath intersecting the fields or enclosures respectively numbered 1006 and 1012 on the said Ordnance map as lies between the said first-mentioned road and the footbridge over the River Alne and in lieu thereof may make and maintain a new footpath between the junction of the first mentioned footpath with the said first mentioned road and the said point of intersection of the said boundary fence:

And may also stop up and discontinue the following footpath and the portions of the footpaths crossing the said Birmingham and North Warwickshire Railway between the bridge at the northern end of Henley-in-Arden Station on that railway and the bridge carrying that railway over the public road leading from Hunger Hill Bridge to Littleworth (that is to say):—

(1) So much of the two northernmost footpaths as lies between the boundaries of the Company's property and the footpath along the eastern boundary connecting the said footpaths;

(2) So much of the third northernmost footpath as lies between its junction with the next described footpath on the western side of the said railway and a point 8 chains or thereabouts east of the said junction;

(3) So much of the fourth northernmost footpath as lies between points respectively about 5 chains east and  $2\frac{1}{2}$  chains west of its point of intersection of the eastern boundary of the Company's property; and

(4) So much of the southernmost footpath as lies between the boundaries of the Company's property; and in lieu of the said footpath and portions of footpaths may make and maintain—

(1) A new footpath along the eastern boundary of the Company's property between the two said northern-



most footpaths and a new footpath between a point in the said new footpath  $2\frac{1}{2}$  chains or thereabouts south of its junction with the northernmost footpath and the junction of the said two northernmost footpaths at or near the western boundary of the Company's property ;

(2) A new footpath between a point in the said fourth northernmost footpath  $2\frac{1}{2}$  chains or thereabouts west of the said eastern boundary and a point in the existing footpath near the western boundary of the field or enclosure numbered 511 on the 25-inch Ordnance map (second edition 1905) of the said parish ; and

(3) A new footpath along the eastern boundary of the Company's property between the said southernmost footpath to be stopped up and the said public road :

And may also stop up and extinguish all rights of way over

(1) the footpath near Dean's Green intersecting the field or enclosure numbered 42 on the 25-inch Ordnance map (second edition 1905) of the said parish and (2) the footpath intersecting the fields or enclosure numbered 59 and 61 as aforesaid and may alter and divert the footpath along the northern boundary of the field or enclosure numbered 92 as aforesaid between its north-westernmost and south-easternmost points of intersection of the south-western boundary fence of the Company's property :

They may in the parishes of Beaudesert and Wooton Wawen in the rural district of Stratford-on-Avon stop up and extinguish all rights of way over so much of the footpath leading from Impsley Farm to Hallend as lies between the boundaries of the Company's property and may alter and divert so much of the footpath leading from the road between Blunt's Green and Rudhall's Reins to Beaudesert Park Farm as lies between points respectively about  $7\frac{1}{2}$  chains and 52 chains south-east of its junction with the said road :

They may in the parish of Tanworth in the rural district of Solihull alter and divert so much of the footpath intersecting the field or enclosure numbered 2100 on the 25-inch Ordnance map (second edition 1905) of the said parish as lies between the boundaries of the said Birmingham and North Warwickshire Railway and may

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carry the same under the said railway by means of a subway :

And may also stop up and discontinue so much of the footpath leading from The Butts at Tanworth to the road between Danzey Green and Hill Farm as lies between points respectively about  $32\frac{1}{2}$  chains north-west and 6 chains south-east of the point where it crosses the said railway and in lieu thereof may make and maintain a new footpath between the last-mentioned point and the termination of the said alteration and diversion of footpath lastly before described :

And may also stop up and discontinue so much of the footpath which crosses the said railway 8 chains or thereabouts west of the bridge carrying that railway over the road leading from Tanworth to Birchy Cross as lies between its junction with the said road and a point 3 chains or thereabouts north of the said crossing and in lieu thereof may make and maintain a new footpath between the said point and a point in the said road 1 chain or thereabouts north of the said bridge :

And may also alter and divert so much of the footpath leading from Wood End to Tanworth as lies between the south-western boundary of the said railway and a point 10 chains or thereabouts north-west thereof :

And may also alter and divert so much of the footpath leading from Malthouse Lane to Wood's Farm as lies between the boundaries of the said Birmingham and North Warwickshire Railway :

And may also alter and divert so much of the footpath leading from Forshaw Park Farm to Earlswood Lakes as lies between the boundaries of the said Birmingham and North Warwickshire Railway :

They may in the parish of Solihull in the rural district of Solihull stop up and discontinue the following portions of the footpaths intersecting Clowes Wood near Earlswood Lakes and crossing the said Birmingham and North Warwickshire Railway on the level (that is to say):—

- (1) So much of the northernmost footpath as lies between the north-eastern boundary of the said railway and a point  $8\frac{1}{2}$  chains or thereabouts west thereof ;

(2) So much of the centre footpath as lies between the said north-eastern boundary and a point  $15\frac{1}{2}$  chains or thereabouts west thereof; A.D. 1909.

(3) So much of the southernmost footpath as lies between its eastern and western junctions with the said centre footpath;

and in lieu thereof may make and maintain a new footpath along the said north-eastern boundary between the footpath adjoining the western boundary of Clowes Wood and the said centre footpath:

And may also alter and divert so much of the footpath adjoining the western boundary of Clowes Wood as lies between the boundaries of the said railway and may carry the same over the said railway by means of a footbridge:

And may also stop up and discontinue so much of the footpath which joins the road leading from Forshaw Heath to Kidpile Farm at or near the south-west side of the bridge carrying the said railway over that road at Earlswood Lakes Station as lies between the said junction and a point 24 chains or thereabouts therefrom and in lieu thereof may make and maintain a new footpath between the last-mentioned point and a point in the said road 8 chains or thereabouts north-east of the said bridge:

And may also alter and divert so much of the footpath near Fulford Hall leading from Gorsey Lane to Kidpile Farm as lies between the eastern boundary of the said railway and a point 4 chains or thereabouts north-west thereof and may carry the same under the said railway by means of a subway:

And may also stop up and extinguish all rights of way over the footpath adjoining Houndsfield Lane and intersecting the fields or enclosures numbered 2860 and 2892 on the 25-inch Ordnance map (second edition 1904) of the said parish of Solihull:

And may also stop up and discontinue so much of the footpath leading from Priory Mill to Haseluck's Green as lies between a point 1 chain or thereabouts north-west of the western boundary of the said railway and its junction with the public road near Haseluck's Green and in lieu thereof may make and maintain a new footpath along the

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western boundary of the said railway between the said point and the said road.

In the county of Stafford—

They may in the parish and urban district of Rowley Regis alter the levels of so much of the road known as Forge Lane as lies between points respectively about 2 chains and  $15\frac{1}{2}$  chains west of its junction with Chester Road and in connection therewith may alter the levels of so much of the mineral railway crossing the said road on the level as lies between points respectively 9 chains north-west and  $\frac{1}{2}$  chain south-east of the said level crossing:

They may in the parish and county borough of Wolverhampton and in the parish of Bushbury in the rural district of Cannock alter and divert so much of the footpath leading from the towpath of the Birmingham Canal to the road between Stafford Road and Showell Farm as lies between the subway carrying the said footpath under the Shrewsbury and Birmingham Railway of the Company and a point 19 chains or thereabouts south of the junction of that footpath with the said road.

In the county of Merioneth—

They may in the parish of Llanuwchylynn in the rural district of Penllyn alter and divert so much of the footpath which crosses the Bala and Dolgelly Railway of the Company on the level at a point  $6\frac{1}{2}$  chains or thereabouts north-east of Llanuwchylynn Station as lies between points respectively about  $5\frac{1}{2}$  chains north and 5 chains south of that crossing.

In the county of Denbigh—

They may in the parish of Bersham in the rural district of Wrexham stop up and discontinue the footpath along the south-eastern boundary of the Company's Shrewsbury and Chester Railway and leading from Offa Terrace to Bersham Road and in lieu thereof may make and maintain a new footpath between a point in Offa Terrace  $1\frac{1}{2}$  chains or thereabouts east of the bridge carrying that road over the said railway and a point in Bersham Road 2 chains or thereabouts west of the junction of Alexandra Road with Bersham Road:

They may in the parish of Gresford in the rural district of Wrexham alter and divert so much of the footpath which

crosses the Shrewsbury and Chester Railway of the Company on the level at the point  $7\frac{1}{2}$  chains or thereabouts north-east of Gresford Station as lies between points respectively about 4 chains north-east and 2 chains south-west of that crossing and may carry the same over the said railway by means of a footbridge.

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In the county of Monmouth—

They may in the parish of Tintern Parva in the rural district of Chepstow stop up and extinguish all rights of way over the footpath leading from the main road between Monmouth and Tintern to the western bank of the River Wye and crossing the Wye Valley Railway of the Company on the level at a point 2 chains or thereabouts north of Brockweir Bridge :

They may in the parish and county borough of Newport alter and divert so much of the footpath which crosses under the South Wales Railway of the Company at a point 5 chains or thereabouts south-west of Shaftesbury Street as lies between the south-eastern end of the subway carrying the same under that railway and a point in Thomas Street 2 chains or thereabouts north-west of its junction with High Street :

They may in the parish and urban district of Pontypool alter the levels of George Street Pontypool between points respectively about  $\frac{1}{2}$  chain west and  $1\frac{1}{2}$  chains south-east of the bridge carrying that road over the Monmouthshire (Eastern Valleys) Railway of the Company :

They may in the parish of Rogerstone in the rural district of St. Mellons alter the levels of so much of the road leading from Risca to Newport as lies between the northern end of the bridge carrying the same over the Monmouthshire (Western Valleys) Railway of the Company at the north-western end of Rogerstone Station and a point 3 chains or thereabouts south of the said bridge :

They may in the parish and urban district of Abercarn and in the parish of Llanhilleth in the urban district of Aberystwyll alter and divert so much of the main road leading from Caerphilly to Pontypool which crosses the Company's Monmouthshire (Western Valleys) Railway on the level at the northern end of Crumlin Station as lies between points respectively about 3 chains south-west and 4 chains north-

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east of the said crossing and may carry the same over the said railway by means of a bridge and in connection with such alteration and diversion—

(a) May alter and divert the following portions of the roads hereinafter described :—

(1) Kendon Road for a distance of 2 chains or thereabouts from the said level crossing ;

(2) High Level Road for a distance of 2 chains or thereabouts from the said level crossing ;

(3) Station Road for a distance of  $3\frac{1}{2}$  chains or thereabouts from its junction with the said main road ; and

(b) May also make and maintain the new roads between Railway Place and Kendon Road shown on the plan and section referred to in the section of this Act the marginal note of which is “ For protection of John Capel Hanbury ” ;

(c) And they may also stop up and discontinue so much of the Crumlin arm of the Monmouthshire Canal as lies between its termination and a point 4 chains or thereabouts south thereof and as from the date of such stopping up all liability of the Company to maintain the said portion of the canal shall cease and determine.

In the county of Glamorgan—

They may in the parish of Gelligaer in the urban district of Gelligaer and in the parish of Llanfabon in the urban district of Caerphilly stop up and discontinue so much of the footpath which crosses the Taff Vale Extension Railway of the Company on the level at a point 15 chains or thereabouts north-west of Llancaiach Station as lies between its junction with Singrug Road and a point  $1\frac{1}{2}$  chains or thereabouts north-east of the said crossing and in lieu thereof may make and maintain a new footpath between the last-mentioned point and a point in the said road 3 chains or thereabouts north of the bridge carrying that road over the said railway :

They may in the parish of Llandyfodwg in the urban district of Ogmore and Garw and in the parish of Higher Coychurch in the rural district of Penybont alter the levels of so

much of the road leading from Ynys-y-bwt to Waun Wen as lies between points respectively about 1 chain north and 1 chain south of the bridge carrying that road over the Ogmores Valley Branch Railway of the Company about 48 chains east of Blackmill Station :

They may in the parish of Llangeinor in the urban district of Ogmores and Garw alter the levels of so much of the road leading from Brynmenin to Bryncethin as lies between points respectively about 2 chains north-west and 2 chains south-east of the bridge carrying that road over the Ogmores Valley Branch Railway of the Company at Abergarw :

They may in the parish and urban district of Margam alter and divert so much of the footpath leading from Margam Terrace to Lower Court which crosses the South Wales Railway of the Company and the Rhondda and Swansea Bay Railway on the level as lies between the north-eastern boundary of the last-mentioned railway and a point  $2\frac{1}{2}$  chains or thereabouts south-west of that boundary and may carry the same over those railways by means of a footbridge :

They may in the parish of Coedfrank in the rural district of Neath stop up and discontinue so much of the road known as Cwrt-y-clafdy Road which crosses the South Wales Railway of the Company on the level as lies between the boundaries of the Company's property and in lieu thereof may make and maintain a new road between a point in Dynevor Road 9 chains or thereabouts west of its junction with Cwrt-y-clafdy Road and a point in New Road 7 chains or thereabouts west of the junction of that road with Picton Road and may carry the same over the said railway by means of a bridge :

And may also alter and divert so much of the footpath which crosses the South Wales Railway of the Company on the level and which crossing is known as Springfield Level Crossing as lies between the boundaries of the Company's property and may carry the same under the said railway by means of a subway :

They may in the parish of Llansamlet in the rural district of Swansea stop up and discontinue so much of the footpaths which intersect the fields or enclosures numbered respectively 991 and 992 on the 25-inch Ordnance map

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(2nd edition 1899) of the said parish as lies between the southern boundary fence of Railways Nos. 1 2 and 3 authorised by the Great Western Railway Act 1904 (now in course of construction) and the occupation road leading to Pentwyn Farm and in lieu thereof may make and maintain a new footpath between the point where the existing footpath in the said field numbered 991 as aforesaid crosses the Crymlyn brook and the said occupation road at or near its junction with the road leading from Llansamlet to Neath :

And may also alter and divert so much of the footpath which crosses the said Railway No. 1 at a point 4 chains or thereabouts north-west of the bridge intended to carry the said railway over the Midland Railway Company's Swansea Vale Railway as lies between the point where the said footpath crosses the last-mentioned railway and a point  $13\frac{1}{2}$  chains or thereabouts south-west thereof :

They may in the parish of Llandilo Talybont in the rural district of Swansea alter and divert so much of the road leading from Gwenlais Fawr to Pont-lliw as lies between points respectively about 20 chains and 25 chains west of its junction near Pont-lliw with the road leading from Pontardulais to Swansea :

And may also alter and divert so much of the road leading from Gorseinon to Pontardulais as lies between points respectively about 9 chains and  $16\frac{1}{2}$  chains south-west of the bridge carrying the same over the London and North Western Railway near Waungron.

#### OPEN CUTTINGS.

The Company may in the parish of Tor Moham in the borough of Torquay in the county of Devon substitute an open cutting for the tunnel on the Torquay and Dartmouth Branch Railway of the Company and known as Livermead Tunnel :

They may in the parish of Coedfrank in the rural district of Neath in the county of Glamorgan substitute an open cutting for the tunnel in which Railway No. 2 authorised by the Great Western Railway Act 1904 is shown on the plans relating to that railway as intended to be constructed :



They may in the parish of Birmingham in the county borough of Birmingham in the county of Warwick substitute an open cutting for the tunnel by which the Birmingham Wolverhampton and Dudley Railway of the Company passes under the Soho Branch of the canal of the Birmingham Canal Company.

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**31.** With reference to so much of the works by this Act authorised (in this section called "the works") as will be made in the royal metropolitan borough of Kensington in the administrative county of London (in this section called "the borough") and for the protection of the mayor aldermen and councillors of the said borough (in this section called "the council") the following provisions shall apply unless otherwise agreed between the council and the Company :—

For protection of  
Kensington  
Borough  
Council.

- (1) In carrying into effect the lengthening and reconstruction of the bridge or any portion thereof by this Act authorised for carrying Ladbroke Grove Road over the Company's railway in the borough the Company shall at their option either (i) before they reduce the width of roadway and footway over the existing bridge to less than fifteen feet in all construct and maintain to the reasonable satisfaction of the surveyor of the council (in this section called "the surveyor") and at the cost of the Company and in accordance with plans and sections to be previously submitted to and reasonably approved by the surveyor (unless the surveyor shall not signify his approval or disapproval of such plans and sections within fourteen days after submission thereof in which case he shall be deemed to have approved the same) a good and sufficient temporary bridge of not less than fifteen feet in width for the use of foot and carriage traffic passing upon and along the said road or (ii) at all times provide a width of not less than nine feet of roadway on the existing or new bridges to allow one line of vehicles to pass and in addition a footway of a width of not less than six feet Provided always that in the event of the Company electing to provide a temporary bridge the council will put in force such regulations and arrangements during the lengthening and reconstruction of the existing bridge as shall prevent all heavy

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or extraordinary traffic from passing over the said temporary bridge :

- (2) The Company shall during the progress and until the completion of the temporary bridge and the lengthening and reconstruction of the said bridge make and carry into effect such arrangements for lighting and watching the portions of the road interfered with as may be necessary to prevent danger or accident to persons or vehicles using the said road and bridge and if any damage shall result from the failure of the Company to make and carry into effect such arrangements or by reason of any of the operations of the Company affecting the said road the Company shall be liable for such damage and the same may be recovered by the council or any person injured or their representatives in any court of competent jurisdiction :
- (3) The paving channels kerbs and drains and other works of the council in upon under or along the road and footpaths on over or leading to the said bridge or any other roads or footpaths taken up or interfered with shall be altered relaid and made good to the reasonable satisfaction of the surveyor :
- (4) The lengthening and reconstruction of the said bridge shall be carried out in all things in accordance with the plan signed by William Wylie Grierson on behalf of the Company and Alfred Robert Finch on behalf of the corporation and shall be so constructed as to prevent as far as reasonably practicable the escape of steam and smoke and other offensive effluvia into the roadway over the said bridge :
- (5) The structure of the said bridge when lengthened and reconstructed shall at all times be repaired and maintained by the Company and the roadways and footways interfered with shall be maintained to the reasonable satisfaction of the surveyor and at the expense of the Company for six months after completion in accordance with the provisions of this section :
- (6) Where any of the works to be done under and by virtue of this Act shall or may pass over or under or by the side of or interfere with any sewer drain pipe

watercourse or other work under the jurisdiction or control of the council or shall or may in any way prejudicially affect the sewerage or drainage of the borough under their control or the outfalls of their drainage the Company shall not commence any such works until they have given to the corporation twenty-one days' previous notice in writing of their intention to commence the same accompanied by a proper plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the council shall have signified their approval of the same (unless the council do not signify their approval or disapproval within twenty-one days after delivery of the notice plans sections and particulars as aforesaid when the council shall be deemed to have approved thereof) and the Company shall comply with and conform to all reasonable directions and regulations of the surveyor in the execution of the said works and shall provide by new altered or substituted works for the protection of and preventing injury or impediment to the sewers drains pipes watercourses or other works hereinbefore referred to by or by reason of the said works or any part thereof and shall save harmless and keep indemnified the corporation against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the surveyor at the costs charges and expenses in all respects of the Company and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be fully and completely under the jurisdiction and control of the council as any sewers or works now are or hereafter may be except only as is by this Act expressly provided : A.D. 1909.

- (7) The said bridge shall be constructed by the Company in such manner as at all times to support not only the ordinary traffic but also any exceptional traffic lawfully using the roadway thereover and also any

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steam roller traction engine or other motor by whatever power worked that the council may use for repairing streets or other purposes and the Company shall indemnify and make good to the council all costs expenses and damages that the council may at any time incur or be put to or be liable for by reason of any defect or insufficiency in strength in such bridge or of any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the works :

- (8) The Company shall not deposit any soil or materials anywhere within the borough so as to cause any nuisance or obstruction to any persons using the streets roads or footways within the borough :
- (9) In the construction of the works the Company shall not permit or suffer any soil excavated from the works to be carried through any street in the borough except in carts or waggons so constructed and managed as to prevent as far as practicable any of such soil dropping therefrom :
- (10) All costs charges and expenses incurred by the council in removing any soil dropped on any road in the borough or in reinstating any road or footpath damaged by the execution of the works shall on demand be paid by the Company to the council and be a debt due to the council In the event of any road in the borough being damaged by the extra traffic occasioned by the execution of the works or in the event of any damage being caused by the ordinary traffic being diverted in consequence of the execution of the works on to any road not made up to sustain such traffic the amount of such damages shall be paid by the Company to the council and be a debt due to the council :
- (11) The Company shall make full compensation to the council for any subsidence of or any damage to any road footpath sewer drain or other work vested in or under the jurisdiction or control of the council which may be caused by or in consequence of the act or default of the Company their contractors servants

or agents and whether such damage or subsidence shall happen during the construction of the works by the Company or at any time thereafter and whether or not any approval shall have been given by the council under the provisions of this section : A.D. 1909.

(12) The reasonable costs charges and expenses of or incurred by the council in respect of the execution of any works or repairs in connection with the said bridge or in respect of any other matter under this section shall be borne and paid by the Company and be a debt due from the Company to the council :

(13) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works fronting on any public street to be constructed in the borough under the powers of this Act or upon any building or hoarding in connection therewith and whether during or after the construction of the works any placards or advertisements except such as shall have been approved in writing by the clerk to the council and if any such placard or advertisement be affixed or exhibited without such approval the council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting placards or advertisements giving information to the public as to the traffic or business of the Company or in connection with the said works :

(14) If any difference shall arise between the council and the Company under or in respect of the provisions in this section hereinbefore contained such difference shall be referred to arbitration and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

**32.** For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall have effect (that is to say) :—

For protection of  
Metropolitan  
Water  
Board.

(1) In lengthening and reconstructing Ladbroke Grove Road Bridge in the parish and royal metropolitan borough of Kensington the Company shall provide and thereafter maintain throughout the whole length of such lengthened and reconstructed bridge and approaches

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thereto accommodation for a main of an internal diameter of twelve inches or such a number of mains of less diameter as together will give a sectional area equal to the sectional area of the said main and shall comply with the following conditions (namely):—

(A) The accommodation shall be such that the space below above and at each side of the said main shall so far as is reasonably practicable be sufficient to enable the servants of the board to obtain access to the said main for the purpose of repairing or examining the same;

(B) The accommodation provided shall be situate either beneath the footpath or footpaths of the reconstructed bridge and approaches or in a receptacle provided outside the parapets of the bridge and if under the footpath or footpaths the Company shall maintain a depth of not less than six inches from the highest part of the main exclusive of the flanges or sockets to the surface of the footpath Provided always that if the accommodation is provided in a receptacle outside the parapets of the said bridge the Company shall grant to the board an easement free of charge through the property belonging to them (other than land covered by buildings) for the pipes or bends needed to connect the pipe or pipes in such receptacle with the pipe or pipes to be laid by the board in the public road at each end of the lengthened and reconstructed bridge;

(c) The board shall repay to the Company the additional cost (if any) incurred by the Company in making provision for such accommodation Provided that the additional cost incurred shall not include the easement for the pipes or bends referred to in the preceding subsection:

(2) If any difference shall arise between the board and the Company with reference to the provisions of this section such difference shall be settled by an engineer to be agreed upon by the board and the Company or failing agreement by such engineer as shall on the

application of either party be appointed by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889. A.D. 1909.

**33.** For the protection of the Gas Light and Coke Company (in this section referred to as "the gas company") the following provisions shall unless otherwise agreed in writing between the gas company and the Company have effect (that is to say):— For protection of Gas Light and Coke Company.

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take or use any greater quantity of the property of the gas company numbered on the deposited plans 4 in the parish and royal metropolitan borough of Kensington than the quantity shown by a red colour on the plans signed by William Wylie Grierson on behalf of the Company and Thomas Goulden on behalf of the gas company :
- (2) Before commencing to lengthen or reconstruct the bridge carrying Ladbroke Grove Road over the railway of the Company (in this section referred to as "the said bridge") the Company shall erect on the western side of the red line shown on the signed plan in a position to be reasonably approved by the gas company a temporary close boarded hoarding six feet in height above the surface of the ground for screening the property of the gas company not acquired by the Company from the approach to the said bridge and shall at all times until the completion of the boundary wall referred to in the next succeeding subsection maintain the said hoarding to the reasonable satisfaction of the gas company and shall forthwith after such completion remove the said hoarding and make good the site thereof to the like satisfaction :
- (3) The Company shall simultaneously with the lengthening and reconstruction of the said bridge erect a parapet wall similar to and in substitution for the existing parapet wall between the western boundary of the property of the gas company acquired by the Company under the powers of this Act and the pavement of the said road Such wall shall be constructed of brick and

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of the same relative height above the level of the adjoining pavement as the existing wall and shall at all times after the erection thereof be maintained by and at the expense of the Company and to the reasonable satisfaction of the gas company. Provided always that the Company shall not pull down the existing wall until they shall have erected the substituted wall or a close boarded hoarding six feet in height immediately adjoining and for the full length of the existing wall. Such hoarding not to be removed until the said substituted wall is completed as aforesaid :

- (4) The Company shall provide to the reasonable satisfaction of the gas company means of access to or from the garden of the manager of the gas company from or to the approach to the said bridge not less convenient than the means of access existing at the passing of this Act and shall not stop up or interfere with such existing means of access until they shall have provided such substituted means of access as aforesaid :
- (5) The Company shall not during or after the lengthening or reconstruction of the said bridge stop up or interfere with any other means of access to or from any part of the premises of the gas company from or to the approach to the said bridge whether for vehicles or for persons on foot :
- (6) If in the exercise of the powers by this Act conferred upon them the Company intend or require to alter the position of any main pipe or apparatus of the gas company (in this section referred to as "apparatus") they shall give to the gas company notice of such their intention specifying the time at which they will begin to effect such alteration such notice to be given fourteen days at least before the commencement of the work of alteration and such work shall be done under the superintendence of the gas company unless the gas company refuse or neglect to give such superintendence at the time specified in the notice for the commencement of such work or discontinue the same during the execution of such work and the Company shall execute such work to the reasonable satisfaction of the engineer of the gas company :



Provided that the Company shall not cause any street to be lowered or raised nor the position of any apparatus to be altered so as to leave over such apparatus in any part a covering of less than two feet where the covering now existing is not less than two feet unless the Company shall in such case protect the apparatus from frost or injury by artificial covering to the satisfaction of the engineer of the gas company or more than six feet where the covering now existing does not exceed six feet or more than such existing covering where the same exceeds six feet unless the Company in such case provide such means of access to the same to the satisfaction of the engineer of the gas company:

- (7) If within seven days after a notice under the last preceding subsection of this section given to the gas company that company so elect the gas company shall themselves execute all such alterations to their apparatus as may from time to time be necessary and the reasonable costs of executing such alterations shall be repaid by the Company to the gas company Provided always that such alterations shall be carried out in accordance with the directions and to the reasonable satisfaction of the engineer of the Company:
- (8) Except as expressly varied by the two last preceding subsections of this section the provisions of sections 18 to 21 of the Railways Clauses Consolidation Act 1845 shall apply for the benefit and protection of the gas company and for the purposes of such application the expression "the railway" in the said sections shall be deemed to mean the lengthening and reconstruction of the said bridge:
- (9) The Company shall be at liberty if they so desire at their own expense to remove the apparatus of the gas company from the said bridge and attach substituted apparatus to the outside of the said bridge Provided that the Company shall not commence such work of removal or interfere in any way with the existing apparatus until they shall have provided and fixed to the reasonable satisfaction of the gas

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company the substituted apparatus so as not to impede or interfere with the continuity of the supply of gas by the gas company by means thereof and that the exercise by the Company of the powers of this subsection shall be subject to the following conditions:—

(a) The substituted mains and pipes shall consist of a steel tube or steel tubes of such description as may be reasonably approved by the gas company and shall be painted by the Company with two coats of the best oxide paint;

(b) Such tube or tubes shall be of the same sectional area or aggregate sectional area as the aggregate sectional area of the mains and pipes removed;

(c) The gas company shall be at liberty at any time at their own expense to attach to the outside of the said bridge in such manner as may be reasonably approved by the Company an additional tube or additional tubes for conveying gas of such material as the gas company may think fit Provided always that nothing herein contained shall empower the gas company to attach any tube or tubes of such a weight or aggregate weight as to endanger the structure of such bridge;

(d) The Company shall from time to time on demand repay to the gas company the amount of the cost of scraping and painting with two coats of the best oxide paint once in every five years the tube or tubes so substituted by the Company as aforesaid:

- (10) The Company shall at all reasonable times permit the gas company their officers workmen and contractors with or without material to have free access to the said tube or tubes for the purposes of inspecting and repairing the same:
- (11) The gas company shall afford the Company all reasonable facilities for making the necessary alterations to their apparatus in connection with the lengthening and reconstruction of the said bridge:

(12) The gas company may if they deem fit employ such watchmen or inspectors as may be reasonably required to watch and inspect the works whereby any apparatus of the gas company will be interfered with or affected during or for the purposes of the lengthening and reconstruction of the said bridge and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company : A.D. 1909.

(13) If any question shall arise between the Company and the gas company under this section the same shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference :

(14) Nothing in this section shall prejudice or affect any claim by the gas company for purchase money or compensation in respect of the acquisition by the Company of the land of the gas company.

**34.** Notwithstanding anything in this Act contained or shown on the deposited plans relating to the lengthening of bridge at Newbury the Company shall not enter upon take or use any portion of the property numbered on the said plans 1 in the parish and borough of Newbury. For protection of corporation of Newbury.

**35.** For the protection of the mayor aldermen and burgesses of the borough of Hereford (in this section called "the corporation") the following provisions shall unless otherwise agreed between the corporation and the Company apply and have effect (that is to say) :— For protection of corporation of Hereford.

(1) In carrying out the lengthening of the bridge carrying the road which connects Breinton Road with Barton Road over the Company's Newport Abergavenny and Hereford Railway in the parish of St. Nicholas in the borough of Hereford and the alteration of levels in connection therewith the Company may lengthen the existing bridge at both ends and may raise the levels

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of the roads to such an extent as may be necessary but not exceeding the levels shown in red on the plan and section signed by William Wylie Grierson on behalf of the Company and John Parker on behalf of the corporation. Provided always that the rates of inclination on the altered roads shall not be greater than those denoted on the said plan and section :

- (2) The parapets of the lengthened portions of the bridge and of the existing bridge if reconstructed shall be of steel panelled in cast-iron :
- (3) The surface of the roadway on the lengthened portion of the bridge and on the existing bridge if reconstructed shall be laid with wood block paving and the surface of the road approaches to the said bridge where raised shall be laid with macadam :
- (4) The existing fences on both sides of the roads so far as the Company's property abuts thereon shall where interfered with by reason of the alteration of the levels of the approaches be replaced by unclimbable iron fencing :
- (5) In raising the levels of the road leading to the water-works the Company may so far as the corporation can give permission leave the footway in front of the cottages on the southern side of the said road at its existing level and construct a dwarf wall on the line of the kerb thereof with a fence on top in the manner shown on the said plan to retain the raised roadway and the corporation will exercise their powers to acquire the strip of land on the northern side of the said road coloured red on the said plan to enable the Company to provide a road clear of the said dwarf wall and fence of the same width as the existing road and the Company shall repay to the corporation the cost of acquiring the same :
- (6) If any difference shall arise between the corporation and the Company with reference to the provisions of this section such difference shall be settled by an arbitrator to be appointed unless otherwise agreed on the application of either party by the President of

the Institution of Civil Engineers and subject as A.D. 1909.  
aforesaid in accordance with the provisions of the  
Arbitration Act 1889.

**36.** Notwithstanding anything contained in this Act or For pro-  
shown upon the deposited plans and sections the following pro- tection of  
visions shall unless otherwise agreed between the Company and Grand Junc-  
the company of proprietors of the Grand Junction Canal (in this tion Canal  
section called "the canal company") apply for the protection of Company.  
the canal company (that is to say):—

(1) In constructing maintaining and using the widening by  
this Act authorised on the northern side of the  
bridge carrying the main line of railway of the  
Company over the Grand Junction Canal (in this  
section called "the canal") in the parish and urban  
district of Hayes in the county of Middlesex the  
Company shall not except as hereinafter provided  
alter the line or level of the canal or the towing-path  
or works thereof or other property of the canal  
company or obstruct or impede the navigation of the  
canal or the passage of traffic along the same or  
along the towing-path or the free flow of water along  
the canal or cause or permit any leakage or loss of  
water from the canal or except to the extent and in  
the manner authorised by this section and shown on  
the plan referred to in subsection (4) hereof and  
temporarily for the purposes of and during the con-  
struction of the said widening and subject in both  
cases as hereinafter provided contract the present  
width of the waterway or towing-path of the canal or  
otherwise interfere with or damage the same:

(2) The Company shall not otherwise than by agreement enter  
upon take or use any land or property of the canal  
company but the Company may purchase and the  
canal company shall sell such an easement therein as  
may be necessary for constructing maintaining and  
using the said widening subject to the provisions and  
restrictions contained in this section:

(3) The said widening shall be constructed of brick stone  
concrete steel or iron or any of those materials con-  
bined and shall be carried over the canal and the

A.D. 1909.

towing-path thereof by a single span of forty feet measured on the square with the abutments and with a clear headway throughout of not less than ten feet above the weir level of the canal viz. 98·01 feet above Ordnance datum and shall not exceed the width shown on the plan referred to in the next succeeding subsection :

- (4) The abutments of the said widening shall be constructed in the positions shown on the plan signed by William Wylie Grierson on behalf of the Company and Gordon Cale Thomas on behalf of the canal company Provided always that the Company may place any necessary foundations or footings in front of the face lines of the abutments and waterway walls shown on the said plan :
- (5) The Company shall subject as hereinafter mentioned at their own expense and within the period prescribed by this section for the completion of the said widening so far as the same may affect the property of the canal company construct in the position and manner also shown upon the plan referred to in the immediately preceding subsection and of such materials as the engineer of the canal company shall reasonably require a substantial waterway wall along the eastern side of the canal extending from the point on the existing towpath directly under the face of the northern girder of the existing bridge for a distance of not less than 143 feet north-westwards and thirty-six feet south-eastwards therefrom such wall to be carried up to a height of ten inches above the said weir level and to be carried down to such a depth as will be sufficient to provide for a depth of water in the canal of not less than six feet below the said weir level :
- (6) The said eastern waterway wall and the extension of the western abutment of the bridge shall so far as it forms the western waterway wall of the canal as shown upon the said plan be carried down to such a depth as will be sufficient to provide for a depth of water in the canal of not less than six feet below the said weir level thereof and the northern extremities of the said waterway wall and of the face wall of

each of the abutments of the said widening shall be rounded off or curved in such manner as the engineer of the canal company shall reasonably require so as to facilitate as far as possible the passage of traffic along the canal and towing-path under the widened bridge : A.D. 1909.

- (7) The Company shall contemporaneously with the construction of the said widening construct a western waterway wall extending from the existing curved waterway wall in a north-westerly direction in the line of and up to the south-eastern extremity of the extended western abutment in the manner shown on the said plan and the same shall be bonded into the said existing curved waterway wall of the existing bridge and shall be constructed in such manner and of such materials as the engineer of the canal company shall reasonably require and so as to form a benching of three feet or thereabouts in width between the face of such extended waterway wall and the face of the existing widened western abutment and shall be carried down to such a depth as will be sufficient to provide for a depth of water in the canal of not less than six feet below the said weir level thereof and constructed to a height of ten inches above the said weir level and the piling and earth in front thereof shall be removed so as to provide a width of waterway of not less than thirty-two feet :
- (8) The Company shall so construct the said widening as to admit of as much light as is reasonably practicable passing between the girders and the decking in a manner similar to that adopted in the existing bridge :
- (9) The Company shall at all times during the construction of the said widening and the works connected therewith and during any future repairs thereof keep an uninterrupted navigable width of waterway in the canal of not less than twenty feet with a clear width of towing-path of not less than six feet and a clear headway throughout of not less than ten feet above the said weir level of the canal Provided always

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that the canal company shall afford the Company all reasonable facilities for the construction and maintenance of the said widening and works:

(10) The Company shall be at liberty to construct the widening as shown on the said plan in two or three separate sections and the provisions of this section shall where applicable apply to the construction maintenance and use of each of such sections. Provided always that the temporary extremities of the western waterway wall and of the abutments shall be curved in a manner similar to that shown on the said plan and that the eastern waterway wall shall be constructed for the entire length shown on the said plan when the first section of the widening is carried out. Each section of such widening and all the works connected therewith so far as situate on or over or otherwise affecting the canal or other property of the canal company shall be completed within the period of twelve months from the commencement of the works affecting the canal and each section of the said widening and works and the said waterway walls shall at all times after the completion thereof respectively be maintained in good and substantial repair by and at the expense of the Company. In the event of the Company at any time neglecting after notice from the canal company to maintain or repair the said widening and other works as aforesaid or any of them or any part thereof the canal company may repair the same and recover the reasonable expense incurred by them in so doing from the Company:

(11) The said widening and the works connected therewith as aforesaid including the said waterway walls and all future repairs thereof shall be constructed and executed according to plans and sections and descriptions to be submitted to and to be subject to the reasonable approval of the engineer of the canal company previously to the commencement of the works and shall be carried out and completed under the superintendence (if such shall be given) and to the reasonable satisfaction of such engineer. Provided that if such engineer shall not signify his disapproval of the said



plans sections and descriptions within one month after A.D. 1909.  
the same shall have been submitted to him he shall  
be deemed to have approved the same: ---

- (12) If in the construction maintenance repair or use of the said widening or works or any of them or any part thereof or by reason or in consequence of the construction thereof or of any defect failure or want of repair thereof any injury to the canal or the towing-path or works thereof or other property of the canal company or any obstruction to the navigation of the canal or the passage of traffic along the same or along the towing-path or to the free flow of water along the canal contrary to the provisions of this section or any loss of water from the canal shall at any time be occasioned the Company shall forthwith when required in writing so to do by the canal company at their own expense restore the canal towing-path works and property of the canal company to as far as may be reasonably practicable the same state and condition as before the happening of such injury or remove such obstruction or prevent such loss or further loss of water as the case may require under the superintendence if such be given and to the reasonable satisfaction of the engineer of the canal company and in case of default by the Company in so doing or in cases of emergency the canal company may do the same and may recover the reasonable expenses incurred by them in so doing from the Company:
- (13) The Company shall also compensate and indemnify the canal company for and in respect of all damage loss costs expenses claims and demands which the canal company may sustain incur or have to pay or which may be brought against them by reason or in consequence of any such injury obstruction or loss of water as in the immediately preceding subsection mentioned or otherwise by reason or in consequence of the construction maintenance or use or the failure or want of repair of the said widening and works or of any act or omission of the Company their contractors agents servants or workmen:

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- (14) If any difference shall arise between the Company and the canal company or their respective engineers as to any plans sections or descriptions or as to the mode of executing any works or as to the reasonableness of any requirement of the engineer of the canal company such difference shall be determined by the arbitration of an engineer to be agreed upon or failing agreement to be appointed by the Board of Trade on the application either of the Company or the canal company and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of corporation of Swindon.

**37.** In constructing the widenings of the bridge carrying the railway of the Company over Wootton Bassett Road in the borough of Swindon authorised by the Great Western Railway Act 1904 (in this section called "the Act of 1904") and this Act (in this section respectively called "the widenings" and "the bridge") the following provisions for the protection of the mayor aldermen and burgesses of the borough of Swindon (in this section called "the corporation") shall notwithstanding anything contained in the Act of 1904 or in this Act and unless otherwise agreed in writing between the corporation and the Company have effect (that is to say):—

- (1) In carrying out the widenings the Company shall construct the same subject as hereinafter provided in a line and in a manner to be reasonably approved by the corporation and the widenings shall be of a clear span of not less than thirty-six feet and of a clear headway from the surface of the roadway to the undersides of the widenings of not less than sixteen feet six inches throughout:
- (2) The Company shall at the same time as the widenings of the bridge or either of them or any part thereof are being constructed take down and reconstruct the bridge subject as hereinafter provided in a line and in a manner to be reasonably approved by the corporation and the bridge shall be reconstructed with a clear span of not less than thirty-six feet and of a clear headway from the surface of the roadway to the underside of the bridge of not less than sixteen feet six inches throughout The line on which the

widenings are to be constructed and the bridge reconstructed shall be such that the face line of the southern abutment of the bridge shall be taken as the face line of the southern abutment of the widenings and of the bridge when reconstructed and form part thereof Upon the completion of the reconstruction of the bridge as aforesaid the corporation shall pay to the Company the sum of one hundred pounds : A.D. 1909.

- (3) For the purpose of providing the said headway under the widenings when constructed and under the bridge when reconstructed the Company may subject as hereinafter provided at their own expense lower the level of Wootton Bassett Road to any extent not exceeding 12 inches provided that the gradient of the road when lowered shall not be steeper than 1 in 30 The Company shall at their own expense reform and reconstruct the said Wootton Bassett Road where lowered so as to give the headway and the gradient aforesaid for a width of 21 feet that is to say for a width of 10 feet 6 inches on each side of a line drawn along the centre of the widened road and the corporation shall make up the remainder of the said road where so lowered or widened as aforesaid :

The before-mentioned works to be constructed by the Company shall be carried out to the reasonable satisfaction of the corporation and the corporation shall afford the Company all reasonable facilities by closing parts of the road or otherwise for the carrying out of such work :

- (4) The corporation may while the work of lowering the roadway is in progress at their own expense carry out any works of drainage which they may think fit for draining the roadway when lowered :
- (5) If the widenings or either of them shall at any time be more than fifty feet in width the Company shall for the purpose of affording light and ventilation under the bridge provide and maintain an air space as near to the centre of the widened bridge as may be reasonably practicable for a uniform width of four

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feet for the full span of the bridge Provided that if the total widening shall at any time exceed 150 feet two air spaces of the dimensions aforesaid shall be provided and such openings shall so far as reasonably practicable be placed in such positions that the distance between them shall be the same as the distance between each of the two air spaces and the nearest side of the bridge as widened :

- (6) If the Company shall interfere with any gas mains or any water mains electric mains or pipes or any sewers or drains of the corporation all alterations of the same and all additional mains and pipes rendered necessary by any of the works authorised by the Act of 1904 or this Act shall respectively be made and laid at the expense of the Company by the corporation in accordance with plans to be previously submitted by the corporation to and reasonably approved by the engineer of the Company Provided that if he fail to signify his approval or disapproval or to state his requirements with respect to such plans within twenty-eight days after such submission he shall be deemed to have approved thereof :
- (7) The widenings and the reconstruction of the bridge shall be executed and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom :
- (8) In case of any difference arising between the Company and the corporation with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed (unless otherwise agreed upon) by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889 :
- (9) Subsections (1) (2) (3) and (6) of section 59 (For protection of corporation of Swindon) of the Act of 1904 are hereby repealed.

Provisions as  
to widening  
of bridge at

**38.** Notwithstanding anything in this Act contained or shown on the deposited plans the Company may in lieu of the widening by this Act authorised of the bridge near the northern

end of Limpley Stoke Station widen the same on the western side thereof. Such widening shall be carried out in all things in accordance with the plan signed in duplicate by Sir George Doughty the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred of which plan one copy has been deposited in the Private Bill Office of the House of Commons and one copy has been deposited in the Parliament Office of the House of Lords.

A.D. 1909.  
Limpley  
Stoke  
Station.

**39.** For the protection of the Newton Abbot Urban District Council (in this section called "the council") the following provisions shall have effect unless otherwise agreed in writing between the council and the Company (that is to say):—

For pro-  
tection of  
Newton  
Abbot Urban  
District  
Council.

- (1) The Company shall in carrying out the widening by this Act authorised of the bridge over Quay Road near Newton Abbot Station in the district of the council construct and maintain the widened portion of the said bridge and carry out and maintain such works in connection with the existing bridge as will as far as is reasonably practicable prevent the dripping of water therefrom on to the road thereunder and if for such purpose they should elect to affix corrugated iron sheeting to the soffit of the existing bridge the Company may reduce the available headway under the bridge to the extent necessary for such purpose not exceeding three inches:
- (2) The Company shall from and after the completion of the widening of the said bridge provide light and maintain to the reasonable satisfaction of the surveyor to the council for the time being one gas lamp underneath the widened bridge in such position as may be reasonably approved by the council and of illuminating power equal to forty candle power:
- (3) In widening the said bridge the Company shall not build over or divert or interfere with any then existing sewer or sewers of the council under Quay Road except and so far only as may be necessary to provide for the footings or foundations hereinafter authorised for the widening of the said bridge and should any diversion of or interference with any such existing

A.D. 1909.

sewer or sewers be necessary the Company shall forthwith make good the same at their expense and such diversion shall be carried out in a manner reasonably approved of by and to the reasonable satisfaction of the surveyor of the council and the Company shall also in the event of any damage resulting to any of such sewers as a consequence of or as incidental to any of the works of the Company make good the same to the reasonable satisfaction of the council. The footings or foundations of the widened portion of the bridge shall not project inwards and underground beyond the faces of the abutments of such widened portion to a greater extent than the projection in like manner of the footings or foundations of the abutments of the existing bridge or to the extent of two feet six inches whichever shall be the less. And in the event of the council as a consequence of any interference or diversion hereby authorised being hereafter put to any extra expense in the cost of constructing any new or additional sewer or sewers or the enlargement of either or both of the two sewers now existing under Quay Road the Company shall repay to the council the amount of such extra expense. Provided always that the liability of the Company for extra expense under this section shall not extend to cover any extra expense attributable to the construction of any new or additional sewers (whether circular or oval in shape) or to the enlargement of any existing sewers so far as such extra expense shall be consequent on the sectional area of all such new or additional or enlarged sewers including the sectional area of the then existing sewers being in the aggregate in excess of 16,898 square feet but shall extend to the extra expense incident to construction or enlargement of sewers within the said limit of sectional area :

- (4) The Company shall not except with the consent of the council stop up or interfere with the public footpath numbered on the deposited plans 2 in the parish of Teigngrace and 5 in the parish of Highweek nor stop up nor interfere with the footbridge over the waste water which flows from the Stover Canal into the

stream called Whitelake until the Company shall at their own expense have provided and opened for public use another footpath (and footbridge if necessary) which shall be equally as convenient for the public as the present footpath and footbridge and be approved by the council:

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- (5) The council if required by the Company so to do shall sell to the Company so far as they lawfully can for the sum of one hundred and fifty pounds the pieces of land numbered respectively on the deposited plans 23 and 24 in the parish of Woolborough and the Company shall erect retaining walls on the boundary of the lands so taken by the Company between such lands and the adjoining lands belonging to the council to be retained by the council such walls to be erected to the reasonable satisfaction of the council or their surveyor:

- (6) Any difference which may arise under this section shall unless otherwise agreed be referred to and determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

**40.** Notwithstanding anything in this Act contained or shown on the deposited plan and section of the widening of the bridge by this Act authorised over Whitelake Newton Abbot the same shall be constructed to secure that the soffit of the lowest portion of the bridge throughout shall not be less than six inches above the level of the soffit of the lowest portion of the existing bridge as shown by the levels given on the plan next hereinafter referred to so as to give an increased headway throughout of six inches more than at present and such widening shall be carried out in all respects in accordance with the plan signed in duplicate by William John Watts and James Bower Bower on behalf of the Teignmouth Harbour Commissioners and William Wylie Grierson on behalf of the Company and also by Sir George Doughty the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which plan has been deposited in the Office of the Clerk of the Parliaments House of Lords and one copy in the Private Bill Office of the House of Commons and the Company

For protection of  
Teignmouth  
Harbour  
Commissioners.

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For protection of  
Truro Rural  
District  
Council.

**41.** The following provisions for the protection of the Truro Rural District Council (in this section called "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

- (1) Notwithstanding anything in this Act contained the Company shall not in widening the bridge by this Act authorised over the road numbered on the deposited plans 43 in the parish of Kenwyn Rural and known as Hugus Bridge alter the levels of the road but they may in lieu of widening the same on the northern side carry out the widening on the southern side in accordance with the plan signed in duplicate by Sir George Doughty the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred of which plan one copy has been deposited in the Private Bill Office of the House of Commons and one copy has been deposited in the Parliament Office of the House of Lords:
- (2) The Company shall when laying down the additional line of rails over the level crossing numbered 57 and 58, in the said parish place the gates on either sides of the crossing so as to make the centre line of the road between the said gates square to the centre line of the railway:
- (3) In the event of any difference arising between the Company and the council with reference to the provisions of this section such difference shall unless otherwise agreed between the Company and the council be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of  
Ludgvan  
Urban District Council.

**42.** If in widening the bridge known as Rosevidney Hammer Mill Bridge and diverting the road in connection therewith the Company shall interfere with the watering places situate



on either side of the road passing under the said bridge at the point where the stream passes under the said road they shall provide substituted watering places equally convenient so far as may be reasonably practicable to those so interfered with. A.D. 1909.

**43.** For the protection of the mayor aldermen and citizens of the city of Gloucester (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the corporation and the Company apply and have effect (that is to say):—

For protec-  
tion of cor-  
poration of  
Gloucester.

- (1) The Company shall within five years from the passing of this Act reconstruct the bridge carrying the Cheltenham and Great Western Union Railway of the Company over the Port Way in the said city in accordance with the plan and sections signed by William Wylie Grierson on behalf of the Company and Richard Read on behalf of the corporation and which plan and sections are in this section referred to as "the signed plan" with a span of not less than forty-two feet throughout and a headway of not less than sixteen feet six inches but for the purpose of supporting the bridge the Company shall be at liberty to erect rows of columns not exceeding twelve inches in width along the edges of the footpaths underneath the bridge:
- (2) The footpaths on both sides of the road under the bridge may if the Company think fit be constructed on the same level as the existing footpath on the north-eastern side of the road and for the purposes of the reconstruction of the said bridge the Company shall be at liberty to lower the level of the soffit of the bridge to the extent shown on the signed plan. The corporation shall on receipt of notice from the Company forthwith at their own expense remove the urinal and its appliances situate at the south-western end of the said bridge and shall contemporaneously with the reconstruction of the said bridge widen Port Way on both sides in the manner shown by red lines on the signed plan:
- (3) On the completion of the reconstruction of the bridge to the reasonable satisfaction of the corporation the

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—

corporation shall pay to the Company the sum of five hundred pounds towards the cost thereof:

- (4) The Company may at any time and from time to time widen the reconstructed bridge on either side thereof to the extent and in the manner shown on the signed plan such widenings to be of the same span and headway as the reconstructed bridge The cost of such widenings and of all incidental works connected therewith shall be borne and paid by the Company:
- (5) For the purposes of such reconstruction or of any such widening the Company may lower the level of the said road to the extent and in the manner shown on the signed plan and may take up alter and relay the light railway sewers water pipes and electric cables in and under such road and the corporation shall if requested so to do by the Company carry out the works referred to in this subsection at the cost in all things of the Company Provided always that the corporation shall during the lowering of the road at their own cost disconnect remove and relay the electric cables now passing along the road where proposed to be lowered and reconnect the same on the completion of the work:
- (6) During the lowering of the said road the corporation shall so far as they lawfully can afford to the Company such facilities as the Company may reasonably require including the closing of so much of Port Way as it may be necessary to lower as aforesaid and the temporary stoppage of all light railway and other traffic along such portion of road The corporation shall during the time such portion of road is closed as aforesaid divert the pedestrian traffic and shall for such purpose permit foot passengers to pass across land belonging to the corporation situate on the eastern side of the said railway so as to obtain access from Port Way to the footway (near the River Twyver) which passes under the Company's railway and leads into Hatfield Road:
- (7) Forthwith after the construction of the new road herein-after in this section referred to the corporation may

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and shall sell and the Company may and shall purchase for the sum of two thousand three hundred and thirty-four pounds the fee simple in possession of the lands coloured red on the signed plan containing 11,670 square yards or thereabouts. The said sum shall be distinguished as capital in the accounts of the corporation and may be disposed of in such manner as the Local Government Board may approve or direct but unless the corporation obtain such approval or direction within six calendar months after they or their treasurer receive the money it shall be invested in two and a half per cent. consolidated stock in manner provided by section 113 of the Municipal Corporations Act 1882 as modified by section 115 (2) of the said Act:

- (8) Any of the said land so purchased by the Company from the corporation and not required for a station or for other purposes of the Company's undertaking shall not be used so as to cause a nuisance or to be in any way detrimental to the enjoyment of any land of the corporation adjoining or near to such land:
- (9) The corporation shall at their own cost forthwith construct a new road between Port Way and Adelaide Street of a width of at least thirty-six feet in the position shown and coloured brown on the signed plan and at the levels shown upon the section attached thereto together with paved footways six feet in width on both sides of the said road and shall purchase such land as may be necessary for the purpose of constructing such road and the said road shall be properly kerbed channelled metalled sewered and lighted and shall upon its completion be dedicated to the public and shall be maintained and kept in good condition and repair by and at the expense of the corporation until declared a highway repairable by the inhabitants at large:
- (10) In constructing the said road the corporation shall lay therein a water main (having a diameter of not less than four inches) and shall properly connect such main with the existing water main of the corporation:

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(11) The Company shall contribute towards the cost of paving the footway along the said intended new road adjoining the lands to be purchased by the Company as aforesaid the sum of sixty-six pounds and towards the cost of laying the said water main the sum of thirty-six pounds such sums to be paid on the completion of the purchase of the said land :

(12) If any difference shall arise between the Company and the corporation under this section such difference shall be referred to an arbitrator to be appointed unless otherwise agreed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of  
Gloucester  
Gas Light  
Company.

**44.** For the protection of the Gloucester Gas Light Company (in this section referred to as “the gas company”) the following provisions shall unless otherwise agreed in writing between the gas company and the Company apply and have effect (that is to say) :—

For the purposes of the reconstruction of the bridge and the widening and lowering of the Port Way referred to in the section of this Act the marginal note of which is “For protection of corporation of Gloucester” the Company may take up alter and relay the gas pipes in and under Port Way and the gas company shall if requested so to do by the Company carry out the works referred to in this section at the cost in all things of the Company.

For protection of  
Newport  
Corporation.

**45.** For the protection of the mayor aldermen and burgesses of the county borough of Newport in the county of Monmouth (in this section called “the corporation”) the following provisions shall unless otherwise agreed in writing between the corporation and the Company apply and have effect in the execution of so much of the works by this Act authorised as will be situate within the borough of Newport (that is to say) :—

(1) Notwithstanding anything in this Act or shown on the deposited plans and sections in carrying out the widenings of the bridge carrying the South Wales Railway of the Company over Shaftesbury Street in the county borough of Newport the Company shall contemporaneously with such widening reconstruct the

existing bridge carrying such railway over Shaftesbury Street in manner hereinafter mentioned: A.D. 1909.

- (2) Contemporaneously with the carrying out of the widenings and reconstruction of the said bridge the Company shall widen Shaftesbury Street on the western side so as to give a width of 50 feet underneath the reconstructed and widened bridge and the existing bridge shall be reconstructed and the widenings so carried out as to give a clear width of carriageway of the street of 30 feet and (except as hereinafter provided) a footpath on each side of 10 feet in width and the headway throughout such bridge and widenings shall be not less than 15 feet 8 inches above the surface of the street and the Company shall free of cost to the corporation provide all the necessary lands for such widenings Provided always that it shall be lawful for the Company to construct erect and maintain on and along the kerb of the footpath on each side of the widened street a row of columns or supports each having a width of not exceeding 15 inches The carriageway of the street where widened or interfered with shall be properly made up channelled and drained and the footpaths properly paved kerbed and drained in the same manner as the carriageway and footpath now existing in Shaftesbury Street and to the reasonable satisfaction of the corporation:
- (3) The Company shall not lower the roadway of any portion of Shaftesbury Street except for the purpose of making the same level underneath the existing and widened bridge and of carrying out the necessary alteration of gradient on either side of such bridge and widenings and for such purposes may lower the level of Shaftesbury Street 12 inches below the lowest level now existing of the surface of the street underneath or adjoining the existing bridge and in the event of the Company lowering the existing level of Shaftesbury Street below the lowest existing level aforesaid they shall increase the headway of the bridge from 15 feet 8 inches to 16 feet:
- (4) The reconstructed bridge and the widenings thereof shall be constructed and maintained so as to prevent so far as reasonably practicable the dripping of water

A.D. 1909.

therefrom on any part of the said street or footpath and the parapets of such bridge and widenings shall be carried up to a height of at least 8 feet above the level of the rails :

- (5) The Company shall not commence any portion of the reconstruction or widening of the said bridge which will affect or interfere with the said street until they shall have submitted to the corporation plans and sections showing the lines and levels of the said works and of the street widenings under the reconstructed and widened bridge and until the corporation shall have signified their approval thereof (which approval shall not be unreasonably withheld) unless the corporation fail to signify such approval or their disapproval with regard thereto within twenty-one days after submission of the said plans and sections and the Company shall comply with and conform to all reasonable directions requirements and regulations of the corporation for the safety of the passenger and tramway and vehicular traffic in Shaftesbury Street during the execution of the said works and all such works shall be carried out and completed to the reasonable satisfaction of the corporation and at the cost in all respects of the Company :
- (6) Subject to the necessary powers being obtained by the corporation for the purpose the corporation shall within ten years from the passing of this Act widen Shaftesbury Street to a width of 50 feet (including footways) between High Street and Mill Street (except under the reconstructed and widened bridge) between the points indicated on and in accordance with the plan marked A and signed by Robert Henry Haynes on behalf of the corporation and William Wylie Grierson on behalf of the Company and the corporation will use their best endeavours to obtain the necessary powers to enable them to carry out such widenings accordingly The Company shall not before the expiration of the period of three months from the date of giving the notice provided for in subsection (7) erect any buildings or carry out any other work on any lands which may be acquired by them under the powers of this Act or otherwise which would interfere with or render more

expensive the widening of Shaftesbury Street in A.D. 1909.  
accordance with the said plan :

- (7) The corporation shall have the option of repurchasing from the Company any portion of the lands or premises which may be purchased by the Company under the powers of this Act or otherwise and which may be required by the corporation for carrying out the widening of Shaftesbury Street in accordance with the said plan at the same price or proportionate price at which such lands or premises were purchased by the Company and if any such land or premises form a portion only of any building or premises purchased by the Company at a price proportionate to the price of the whole of the building or premises of which they form part and in the event of the Company and the corporation not agreeing to the price of the land or premises to be acquired by the corporation from the Company such price shall be settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers Provided that such option shall not except with the consent of the Company be exerciseable by the corporation after the expiration of six months from the date at which the Company shall have given notice to the corporation that they have acquired any such lands :
- (8) The Company shall not be entitled to stop up or otherwise interfere with the road called Fisherman's Lane leading from Shaftesbury Street to the River Usk and numbered on the deposited plans 10 in the said borough until they have provided to the reasonable satisfaction of the corporation a proper and substituted road or lane leading from Shaftesbury Street to the River Usk of a width of not less than 8 feet 6 inches such substituted road to be properly made up in manner similar to that of the existing road to the reasonable satisfaction of the corporation The Company may construct such substituted road through the piers of the bridge carrying the railway of the Company over the River Usk with a headway of 12 feet and when such road shall be so completed the same shall vest in the corporation as a public highway

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and shall be repairable and maintained at the cost of the corporation and notwithstanding anything in this Act contained the Company shall continue to maintain the altered and diverted footpath which crosses under the South Wales Railway of the Company from Thomas Street to Mill Street in an efficient manner and to the reasonable satisfaction of the corporation :

- (9) The Company shall not in any way interfere with the existing tramway of the corporation in Shaftesbury Street except so far as is necessary in order to carry out the alteration of the gradient authorised by this Act and in accordance with the provisions of the next subsection of this section and except that they may alter the overhead equipment of the corporation tramways so far as may be necessary to carry out the works of reconstruction and widenings of the said bridge and shall carry out all works in connection with the construction of the said bridge and bridge widenings and street widenings in such a manner and except as hereinafter provided so as in no way to obstruct or interfere with the free uninterrupted and safe user of the said tramway or with the traffic thereon or the vehicular or foot traffic in Shaftesbury Street Provided always that the corporation shall repay to the Company any expense they may incur in altering the overhead equipments of the corporation tramways as provided for by the agreement dated the 8th day of July 1903 between the Company and the corporation :

In altering any overhead equipment of the corporation tramways for the purpose of the reconstruction and widening of the said bridge the Company shall be subject in all respects to the provisions hereinafter contained in this section with reference to the alteration of works of the corporation and shall afford all necessary facilities to the corporation for the attachment of the overhead equipment of their tramways in a manner most convenient under the circumstances for the working of the said tramways and after the completion of the reconstruction and widening of the said bridge shall allow the permanent attachment of the said overhead equipment to the said reconstructed



and widened bridge in a similar manner to that now existing in the case of the existing bridge and the provisions of the said agreement shall apply to such overhead equipment: A.D. 1909.

- (10) The corporation shall afford to the Company all reasonable facilities for the carrying out of the said works and, if for the purpose of altering the levels of Shaftesbury Street in accordance with the provisions of this section it should be necessary or expedient to remove or interfere with the tramways of the corporation which pass along the said street or any part thereof the Company may close so much of the tramway as is situate on the portion of the said street which is to be lowered for a period not exceeding seven days and the Company shall during such period and the remaining period of the lowering of the said road maintain a temporary roadway 9 feet in width and a footway 6 feet in width for vehicular and pedestrian traffic to the reasonable satisfaction of the corporation. The Company shall complete the said works of altering the levels as expeditiously as possible and shall within such period of seven days and on completion of such works at their own expense restore the said tramways to as good a state and condition as the same were in before the commencement of such works in the centre of the widened street or in such position as shall be appointed by the corporation and all such works shall be carried out to the reasonable satisfaction of the engineer of the corporation and the Company shall be responsible for and make good to the corporation and recoup and indemnify them against all claims sums damages loss costs and expenses which they may be put to by reason of the work of altering the levels or gradient of the said street on the widening or reconstructing the said bridge or from the failure of any of the works to be done under the powers and provisions of this Act or from any act or omission of the Company or any of the persons in their employ or their contractors or others and the Company shall pay to the corporation the sum of ten pounds as compensation in respect of every day during which

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the said portion of the tramway of the corporation shall be closed for the purpose of the said works as hereinbefore provided :

- (11) No sewer drain water hydraulic gas electric telephonic or other mains pipes works overhead electric wires or equipment or apparatus (all of which are in this section included in the expression "apparatus") belonging to or under the control of the corporation shall be disturbed altered or interfered with by the Company in the execution of the said works authorised by this Act until substituted apparatus shall have been provided laid and constructed by the Company to the reasonable satisfaction of the corporation of a capacity and at a level or levels which shall preserve to the reasonable satisfaction of the corporation the free and uninterrupted flow and passage of sewage water hydraulic power gas electricity or other matter through the same respectively and in the case of any works to be done by the Company under the powers of this Act in any street or road or footpath vested in the corporation or in which is situate any tramway or apparatus of the corporation or which shall or may in any way affect the sewerage or drainage of the borough the Company shall not commence such works until they shall have given to the corporation fourteen clear days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the corporation with where necessary a plan and section thereof and also of any works which may by reason of any such works of the Company be necessary in substitution for any works or apparatus hereinbefore referred to belonging to the corporation (hereinafter called "substituted works") and if the corporation signify their disapproval of such plan and section or object to the same on the ground of the insufficiency of any substituted works or make any further requirement with reference to such substituted works within fourteen days after the receipt of such notice the Company shall not except with the consent of the corporation commence or execute any such works unless and until a plan and section

thereof and of all substituted works shall have been approved by an engineer to be appointed as hereinafter provided and when any substituted works as aforesaid shall be completed the same shall thereafter be as fully and completely under the direction jurisdiction and control of the corporation as the works of the corporation in substitution for which they are executed : A.D. 1909.

(12) The Company shall make full compensation to the corporation for any damage to or subsidence of any tramway or apparatus belonging to the corporation which may be caused by or in consequence of the act or default of the Company their contractors servants or agents :

(13) Any difference arising between the corporation and the Company under this section shall be determined unless otherwise agreed by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

**46.** For the protection of the Newport Harbour Commissioners (in this section called "the Commissioners") the following provisions shall unless otherwise agreed in writing between the Commissioners and the Company apply and have effect (that is to say) :—

For protection of Newport Harbour Commissioners.

(1) Nothing in this Act contained shall be deemed to authorise the Company either during the execution of the works by this Act authorised or afterwards without the consent in writing of the Commissioners first had and obtained to make or construct any permanent work in the River Usk other than and except the works which are shown and defined on the deposited plans as intended to be constructed in such river :

(2) In the construction of the works in the River Usk by this Act authorised no vertical deviation below the levels shown on the deposited sections shall be made without the consent in writing of the Commissioners :

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- (3) All works constructed in the River Usk under the powers of this Act shall be constructed to the reasonable satisfaction of the Commissioners :
- (4) If in or by reason of the execution of the powers of this Act the depth of water in the tideway of the River Usk shall be materially diminished the Company shall forthwith at their own expense by dredging or otherwise to the reasonable satisfaction of the Commissioners restore so far as may be practicable the depth of water in the said tideway :
- (5) Nothing in this Act contained shall affect any lawful byelaws rules and regulations made or ordained or to be made or ordained by the Commissioners and nothing in this Act contained shall extend to prejudice or derogate from any of the rights and privileges of the Commissioners excepting so far as by this Act is expressly provided :
- (6) Any consent of the Commissioners which is referred to in this section shall not be unreasonably withheld and if at any time hereafter any difference shall arise between the Company and the Commissioners with respect to the withholding of any such consent or with respect to any of the provisions of this section or any matter or thing therein contained such difference shall be referred to the decision of an arbitrator to be agreed upon between the Company and the Commissioners or if they cannot agree then by an arbitrator to be appointed by the Board of Trade upon the application of either party and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of  
Newport  
(Mon.) Gas  
Company.

**47.** For the protection of the Newport (Monmouth) Gas Company (in this section called "the gas company") the following provisions shall unless otherwise agreed between the gas company and the Company apply and have effect (that is to say) :—

- (1) The provisions of sections 18 to 21 of the Railways Clauses Consolidation Act 1845 shall apply and have effect with regard to the construction and execution of all works authorised by this Act across over or under or in any way affecting any mains or other

pipes and fittings of the gas company and for the purposes of this section the expression "the railway" when used in those sections shall be deemed to include all such works : A.D. 1909.

Provided always that notwithstanding anything in section 20 of the said Act of 1845 the Company shall be at liberty to lay to the reasonable satisfaction of the engineer of the gas company the pipes therein referred to under the pavement of the footways and that the Company shall not be required to lay such pipes whether under the roadway or footway at a greater depth than the pipes for which they are substituted :

- (2) Before interfering with any mains pipes fittings or apparatus of the gas company (hereinafter together called "apparatus") in connection with the construction of any works by this Act authorised the Company shall give as long a notice as is reasonably possible accompanied by a sufficient description of the works to be executed and shall deal with the gas company's apparatus (at the cost in all things of the Company) and all works involving the interference with such apparatus under the superintendence if such be given and to the reasonable satisfaction of the engineer of the gas company :
- (3) Any work of removal deviation alteration or support of the apparatus of the gas company necessitated by the construction or execution of the said works shall if the gas company by notice in writing so desire be done by the gas company and the reasonable expenses of the gas company in connection therewith shall be paid by the Company :
- (4) If any interruption (unless authorised by the gas company) in the supply of gas by the gas company or any loss of gas shall be in any way occasioned or sustained by any act or omission of the Company or by any act or omission of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall pay to the gas company such reasonable compensation

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as may be agreed or failing agreement as shall be settled by arbitration as provided by this section :

- (5) If by reason of the execution of any of the powers of this Act the gas company shall necessarily incur any cost in altering repairing renewing or removing any existing apparatus of the gas company the Company shall repay to the gas company such reasonable cost :
- (6) If it shall be necessary to construct any portion of the works by this Act authorised over any apparatus belonging to the gas company provision shall be made to the reasonable satisfaction of the engineer of the gas company for protecting such apparatus from injury and for affording reasonable access thereto and the Company shall afford the gas company access thereto at all reasonable times for the purpose of examination alteration renewal or repair :
- (7) If the Company shall for any of the purposes of this Act or the incorporated Acts take close divert or do away with any streets highways roads footpaths lanes courts passages or places wherein is laid any apparatus belonging to and now used by the gas company for the supply of gas they shall pay to the gas company reasonable compensation for the value of such apparatus :
- (8) The foregoing provisions of this section so far as the same are in accord shall be in addition to and not in substitution for or derogation from any other statutory powers rights or privileges of the gas company :
- (9) If any difference shall arise between the Company and the gas company respecting any matter under this section the same shall in default of agreement be determined by an engineer to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall extend and apply to the determination of such difference.

**48.** For the protection of the Abercarn Urban District Council (in this section referred to as "the council") and of the trustees under the will of the late Lady Augusta Llanover (in this section referred to as "the trustees") the following provisions shall unless otherwise agreed in writing between the council and the Company have effect (that is to say):—

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For protection of  
Abercarn  
Urban District Council  
and Llanover  
Estate.

- (1) Notwithstanding anything in this Act contained in lieu of carrying out the widening on the south-eastern side of the bridge which carries the Monmouthshire (Western Valleys) Railway of the Company over the road connecting Bridge Street with Islwyn Street in the parish and urban district of Abercarn (authorised by the section of this Act of which the marginal note is "Power to make new roads and alterations of roads footpaths &c.") the said road shall be diverted in the line and between the points marked A and B on the plan of which four copies have been signed by Sir George Doughty the Chairman of the Committee of the House of Commons to whom the Bill for this Act was during its passage through Parliament referred (of which one copy has been deposited in the Parliament Office of the House of Lords and one copy in the Private Bill Office of the House of Commons and one copy has been retained by the Company and one copy has been retained by the council) The Company shall construct so much of the diverted road as shall be on lands of the Company or on lands which they may have acquired under the powers of this Act for the purposes of the widening of their railway and shall carry the same under their existing and widened railway by means of a subway of a width of twenty-four feet throughout and of a clear headway throughout of twelve feet and with a light space not exceeding four feet in length and two feet in width either glazed or open at the option of the Company The subway shall be so constructed as to prevent as far as is reasonably practicable water dripping on to the roadway beneath :
- (2) Contemporaneously with the construction by the Company of the said portion of the new road and the subway the council and the trustees or one of them shall

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provide the necessary land for and shall construct the remainder of the said new road and shall complete and open the same for traffic at the same time as the completion and opening of the portion of road to be constructed by the Company as aforesaid :

- (3) The Company shall dedicate the portion of the new road to be constructed by them as aforesaid to the public as a highway and shall at all times maintain the structure of the said subway at their own expense in good condition and repair and the council shall at all times maintain the new road at their own expense in good condition and repair :
- (4) On the opening for traffic of the said road the Company shall be at liberty to stop up the existing road so far as it may be bounded on either side by the property of the Company and all public rights of way over such portion of the existing road shall forthwith cease and determine The council shall within twenty-eight days of the receipt of notice from the Company at their own cost remove the urinal now existing at the south-western corner of the bridge over the existing road and the council shall re-erect the same on some other site to be provided by them together with all necessary sewers and drains :
- (5) During and for the purpose of the construction of the portion of the new road to be constructed by them the Company may reduce the width of the roadway under and adjoining the existing bridge to a width of not less than eight feet :
- (6) Notwithstanding anything in this Act contained the Company shall not otherwise than by agreement enter upon take or use any part of the lands numbered 17 on the deposited plans in the parish of Abercarn other than the portion of the said lands shown on the plan signed in duplicate by William Wylie Grierson on behalf of the Company and John Williams on behalf of the council and thereon coloured pink :
- (7) In the event of the Company purchasing or acquiring the strip of land adjoining Railway Terrace numbered on the deposited plans 23 in the parish and urban



district of Abercarn they shall not restrict the present existing width of Railway Terrace : A.D. 1909.

- (8) Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not interfere with the roads numbered on the deposited plans of Railway (No. 7) 25 and 28 in the urban district of Abercarn without providing substituted roads to the reasonable satisfaction of the council :
- (9) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the council until they shall have given to the council seven clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and water mains and apparatus proposed to be interfered with :
- (10) Where the surface of any road or street has been interfered with or disturbed by the Company in constructing or maintaining the works or exercising the powers by this Act authorised the Company shall well and efficiently and to the reasonable satisfaction of the council restore the surface of the street so interfered with or disturbed :
- (11) In case of any difference between the Company and the council and the trustees or any two of such parties with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed in default of agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

**49.** The following provisions for the protection of the Acton Urban District Council (in this section called "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):— For protection of  
Acton Urban  
District  
Council.

The Company shall with the consent of the London County Council construct the new footpath in lieu of the existing

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footpath leading from Friar's Place Green to St. Quintin's Park where the same is intended to cross the enclosure numbered on the deposited plans 3 in the parish and urban district of Acton in the direction shown in red on the plan signed by William Wylie Grierson on behalf of the Company and Daniel John Ebbetts on behalf of the council and if a fence is erected on the railway side of the said new footpath between the North and South Western Junction Railway and Old Oak Common Lane it shall be an open one.

For protection of  
Bath Rural  
District  
Council.

**50.** Nothing in this Act contained shall prejudice or affect the agreement between the Company and the Bath Rural District Council dated the 2nd December 1908 and the diversions of the road leading from Combe Hay to Bath and of the bridle and footpath in the parish of South Stoke shall be carried into effect in accordance with the provisions of that agreement.

For protection of  
Torquay  
Tramways  
Company  
Limited.

**51.** Notwithstanding anything shown on the deposited plans and sections or contained in this Act if within nine months after the passing of this Act the Company have not so far completed the alteration and diversion of the main road leading from Torquay to Paignton authorised by this Act as to enable a tramway to be constructed thereon the following provisions for the protection of the Torquay Tramways Company Limited (in this section referred to as "the tramway company") shall have effect (that is to say):—

- (1) The tramway company may if and when such diversion is subsequently carried out construct a double line of tramway along the diverted road in substitution for any tramway which they may be authorised to construct along the existing road under any Act passed during the present session of Parliament and such substituted tramway shall be deemed part of the tramways authorised by such Act:
- (2) The Company shall pay to the tramway company all costs and expenses incurred by the tramway company in connection with the alteration of their then existing tramway laid down along the portion of the existing road to be diverted as aforesaid which may be rendered necessary by such substitution as is in the last subsection mentioned and compensation for any loss or

damage sustained by the tramway company by reason of any interruption or obstruction to the traffic of their tramways occasioned by such alteration of their said tramway as aforesaid : A. D. 1909.

(3) If any difference shall arise between the tramway company and the Company under this section such difference shall be referred to and determined by an engineer to be appointed (unless otherwise agreed upon) by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to such reference :

(4) Nothing in this section shall be deemed to take away prejudice or affect the rights powers and obligations of the Company or the tramway company under the provisions of the section of the Torquay and Paignton Tramways Act 1909 the marginal note of which is "For protection of Great Western Railway Company."

**52.** The following provision for the protection of the Ludgershall Parish Council shall apply and have effect :— For protection of  
Ludgershall  
Parish  
Council.

The Company shall carry the footpath numbered on the deposited plans 5 in the parish of Ludgershall over Railway (No. 1) authorised by the Great Western Railway (New Railways) Act 1905 by means of a footbridge three feet in width and from and after the completion of the same the Company may stop up and discontinue so much of the footpath as lies between the boundaries of their property.

**53.** For the protection of the Worcestershire County Council (in this section called "the council") and of the mayor aldermen and burgesses of the borough of Kidderminster (in this section called "the corporation") the following provisions shall unless otherwise agreed between the Company and the council and the corporation be observed and have effect (that is to say) :— For protection of  
Worcester-  
shire County  
Council and  
corporation  
of Kidder-  
minster.

(1) In the event of the Company requiring to exercise the powers by this Act authorised to alter the levels of Comberton Road in connection with the reconstruction of the bridge carrying the said road over the Oxford Worcester and Wolverhampton Railway of the

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Company they shall reconstruct the bridge of sufficient strength to carry modern traffic and shall increase the width of the bridge to 42 feet at least between the parapets but the corporation shall at their own expense make up and maintain the additional width of roadway and pavement :

- (2) In the event of the Company not requiring to alter the levels of the road when reconstructing the said bridge they shall reconstruct the bridge of sufficient strength to carry modern traffic and shall before commencing the reconstruction give to the corporation notice in writing of their intention to reconstruct the same and of the amount which they estimate it will cost to increase the width of the said bridge as aforesaid and if the corporation shall within twenty-eight days of the receipt of such notice give a counter notice to the Company requiring them to increase the width of the bridge as aforesaid the Company shall reconstruct the same of such increased width as aforesaid but the corporation shall forthwith on the completion of the work repay to the Company the additional cost actually incurred by them in constructing the bridge of the greater width instead of the existing width and shall make up and thereafter maintain the additional width of roadway and pavement :
- (3) During the reconstruction of the said bridge the Company shall maintain a carriageway and footway thereover of an aggregate width of not less than fifteen feet of sufficient strength to carry ordinary traffic :
- (4) In the event of any difference arising between the Company and the council or the corporation with reference to the provisions of this section such difference shall be settled by an arbitrator to be appointed unless otherwise agreed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889 and any statutory modification thereof.

For protection of

**54.** For the protection of the Kidderminster Gas Company (in this section referred to as "the gas company") the following

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provisions shall unless otherwise agreed between the Company and the gas company have effect (that is to say):—

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Kidder-  
minster Gas  
Company.

- (1) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall apply and have effect with regard to the alteration of the levels of Comberton Road where the same crosses over the Oxford Worcester and Wolverhampton Railway of the Company authorised by this Act and for the purposes of this section the expression "the railway" when used in those sections shall be deemed to include also such works :
- (2) The Company shall in reconstructing the said bridge provide under the footway or footways thereof to the reasonable satisfaction of the gas company equivalent accommodation to that which now exists under the footway of the existing bridge for the laying of mains pipes and cables either of the gas company or other parties :
- (3) The Company shall also in reconstructing the said bridge if so required by the gas company make provision for enabling the gas company to lay under the roadway or footway or footways of the said bridge either one or two mains of an internal diameter of twelve inches or at the Company's option a number of mains of less diameter as to give a sectional area equal to the sectional area of two twelve-inch mains with cover for their protection of not less than four inches from the highest part of the said mains (exclusive of flanges or sockets) to the surface of the roadway or footway Provided that if it be not reasonably practicable to reconstruct the said bridge so as to make such provision as aforesaid or if in the opinion of the gas company the additional cost to be incurred in reconstructing the bridge so as to make such provision as aforesaid will be excessive the Company shall in lieu of making such provision make provision for enabling the gas company to carry such main or mains on the outside of the said bridge by means of brackets attached thereto and the gas company shall be entitled to access at all reasonable times thereto in order to repair or renew the said main or mains Any request by

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the gas company under this subsection shall be made in writing by the gas company to the Company within one month after the Company shall have given notice to the gas company of their intention to commence the reconstruction of the said bridge and of the estimated additional cost of making such provision firstly above mentioned :

(4) The gas company shall on demand repay to the Company the additional expense (if any) which shall be incurred by them in providing accommodation for such additional main or mains and which but for the provisions of section 3 hereof but subject thereto would not have been incurred by them and to the intent that any additional expense incurred by the Company by reason of the request of the gas company under section (3) hereof but subject as aforesaid shall be borne by the gas company :

(5) Any work of removal deviation alteration or support of the existing mains or pipes or fittings of the gas company necessitated by the reconstruction of the said bridge or execution of the said works shall if the gas company within fourteen days from the receipt from the Company of the notice prescribed by section 18 of the Railways Clauses Consolidation Act 1845 by notice in writing so desire be done by the gas company and the reasonable expenses of the gas company in connection therewith shall be paid by the Company :

(6) Any difference which may arise between the gas company and the Company touching any of the matters referred to in this section shall be decided by arbitration under and subject to the provisions of the Arbitration Act 1889 or any statutory modification thereof.

For protection of  
Kidderminster and  
Stourport  
Electric  
Tramway  
Company.

**55.** For the protection of the Kidderminster and Stourport Electric Tramway Company (in this section referred to as "the tramway company") the following provisions shall notwithstanding anything contained in this Act or shown on the deposited plans and sections apply and have effect unless otherwise agreed between the Company and the tramway company (that is to say) :—

- (1) The Company shall carry out the alterations of the levels of Comberton Road Kidderminster by this Act authorised (in this section referred to as "the said works") so as to interfere as little as possible with the tramway of the tramway company and the works and apparatus connected therewith and in particular the Company shall carry out the said works so far as they affect the said tramway and the portion of the road repairable by the tramway company to the reasonable satisfaction of and under the superintendence (if such superintendence shall be given) of the tramway company and shall put down a temporary substituted tramway if and when required by the tramway company and subject as hereinafter provided shall carry out the said works on one side only of the road at one time : A.D. 1909.
- (2) The tramway company may themselves at the reasonable cost in all things of the Company execute any work in connection with the temporary alteration and reinstatement of the tramway which may be rendered necessary by the said works :
- (3) If any obstruction or interference with the safe user of the said tramway or the traffic thereon shall be caused by reason of or in connection with the said works the Company shall pay to the tramway company full compensation for all such obstruction or interference :
- (4) The tramway company shall afford to the Company all reasonable facilities for carrying out the said works and shall agree to any temporary closing of the said tramway which may be reasonably required by the Company and during any period when the said tramway is so closed the Company shall provide means for passengers to pass between the portions of the tramways which are not closed :
- (5) If any difference shall arise between the tramway company and the Company under the provisions of this section the same shall be determined by a single arbitrator to be appointed by the Board of Trade on the application of either party and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

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For protection  
of Kidder-  
minster and  
District Elec-  
tric Lighting  
and Traction  
Company  
Limited.

**56.** Nothing in this Act shall authorise the Company to interfere with electric lines and works of the Kidderminster and District Electric Lighting and Traction Company Limited except in accordance with and subject to the provisions of section 15 of the Electric Lighting Act 1882.

For pro-  
tection of  
Rowley  
Regis Urban  
District  
Council.

**57.** Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall unless otherwise agreed between them and the Rowley Regis Urban District Council (in this section called "the council") carry out the alteration of the levels by this Act authorised of the road at Cradley in all things in accordance with the plan and section signed by William Wylie Grierson on behalf of the Company and William H. Brettell on behalf of the council and the Company shall make up the roadway and footway where altered of the same materials and of the same character as at present exists to the reasonable satisfaction of the council.

For pro-  
tection of  
Pontypool  
Urban  
District  
Council.

**58.** Notwithstanding anything in this Act contained or shown on the deposited plans and sections the following provisions for the protection of the urban district council of Pontypool shall apply and have effect (that is to say):—

(1) In altering the levels of the road in the urban district of Pontypool known as George Street the Company shall alter the alignment of the parapet wall and pavement on the south side of the road and may construct the dwarf wall on the north-western side of the same in the manner shown on the plan signed in duplicate by Sir George Doughty the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred of which plan one copy has been deposited in the Private Bill Office of the House of Commons and one copy has been deposited in the Parliament Office of the House of Lords and such works and the alterations of levels aforesaid shall be carried out to the reasonable satisfaction of the council:

(2) The Company may set back the existing eastern abutment of the bridge carrying the said road over the Monmouthshire (Eastern Valleys) Railway of the Company to the position shown on the said plan:



- (3) In the event of any difference arising between the Company and the council with reference to the provisions of this section such difference shall be settled by an engineer to be appointed unless otherwise agreed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889. A.D. 1909.

**59.** In carrying out the alteration of the levels of the road in the parish of Rogerstone in the rural district of St. Mellons leading from Risca to Newport by this Act authorised the Company shall widen the roadway on either side of the bridge carrying the said road over the Monmouthshire (Western Valleys) Railway of the Company in the manner and to the extent shown on the plan signed by William Wylie Grierson on behalf of the Company and Gomer Sweeting Morgan on behalf of the St. Mellons Rural District Council. For protection of St. Mellons Rural District Council.

**60.** The agreement dated the eleventh day of June 1909 and made between the Company of the first part the Monmouthshire County Council of the second part and the Abercarn Urban District Council of the third part as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding upon the parties thereto. Confirming agreement as to bridges and works at Crumlin.

**61.** For the protection of the Abercarn Urban District Council (in this section referred to as "the council") the following provisions shall unless otherwise agreed to in writing between the council and the Company have effect (that is to say):— For protection of Abercarn Urban District Council as to Crumlin Bridge.

- (a) Notwithstanding anything shown on the deposited plans or in this Act contained the Company in carrying out the alteration and diversion of Kendon Road and High Level Road authorised by the section of this Act (of which the marginal note is "Power to make new roads and alterations of roads footpaths &c.") shall make the said alteration and diversion of the said roads so that in no part thereof the gradient shall exceed one in twenty:

- (b) In lieu of making the new road shown on the deposited plans between the point where Railway Place joins the main road leading from Caerphilly to Pontypool

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and a point at or near the commencement of the diversion by this Act authorised of the said main road the Company shall and may construct on lands which the Company have power to acquire under this Act a new road between Railway Place and a point in Kendon Road two chains or thereabouts west of the junction of Railway Place with such main road. Such substituted road to be of a width of not less than twelve feet and with the best gradient obtainable and from and after the completion of the said substituted road the Company may stop up and discontinue so much of Railway Place as lies between the junction of the said substituted road and the said main road :

(c) Unless and until the Company carry out the diversion of Station Road by this Act authorised they may maintain the portion of the main road between the termination of the diversion of the last-mentioned road and Station Road :

(d) The Company shall on demand pay to the council all reasonable expenses incurred by them in altering relaying making good and maintaining any sewers and drains gas or water mains and pipes interfered with or affected by the alteration and diversion by this Act authorised of the roads at Crumlin Station.

For protection of  
John Capel  
Hanbury.

**62.** For the protection of John Capel Hanbury his heirs executors administrators and assigns or other the owner or owners for the time being of the Pontypool Park Estate in the county of Monmouth (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the owner and the Company have effect (that is to say):—

(1) The Company shall contemporaneously with the road diversion and other works at Crumlin which they are authorised to carry out by this Act in the parish and urban district of Abercarn and in the parish of Llanhilleth in the urban district of Abertillery construct a new road connecting Railway Place with Kendon Road in the manner and situation shown by the blue colour upon the plan signed in duplicate by William Wylie Grierson on behalf of the Company and Alfred

Addams Williams on behalf of the owner and the gradient of the said new road shall be the best obtainable : A.D. 1909.

- (2) In the event of the Railway Hotel situate in the said parish of Abercarn being demolished and the Company acquiring the site thereof then the said new road shall not be constructed as shown by the blue colour upon the plan hereinbefore referred to but the Company shall construct the same in the manner and situation shown by the pink colour on the said plan :
- (3) The Company shall maintain the said road when constructed in good condition and repair until the maintenance thereof shall have been taken over by the Abercarn Urban District Council.

**63.** Notwithstanding anything in this Act contained or shown on the deposited plans relating to roads at Crumlin the Company shall not without the consent in writing of the trustees under the will of Thomas Dodd deceased purchase or acquire any portion of the lands numbered on the deposited plans 3 and 13 in the parish of Llanhilleth in the urban district of Abertillery. For protection of trustees under will of Thomas Dodd deceased.

**64.** The following provisions for the protection of the Penybont Rural District Council (in this section called "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say) :— For protection of Penybont Rural District Council.

- (1) The Company shall carry out the alteration of levels by this Act authorised of the road which is carried over the Ogmore Valley Branch Railway of the Company by a bridge near Black Mill Station in accordance with the plan signed by William Wylie Grierson on behalf of the Company and H. Eynon Lewis on behalf of the council. Such alteration of levels shall be continued along the road leading to Buarthon to the culvert shown on the section of the said plan and the council shall contemporaneously with the alteration of the said levels alter the levels of the last mentioned road from the said culvert as shown by a red dotted line on the said section and the council shall obtain permission from the lord of the manor for the Company to take the necessary filling for the alteration of the levels of the last mentioned road :

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- (2) In the event of any difference arising between the Company and the council with reference to the provisions of this section such difference shall unless otherwise agreed be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of  
Ogmore and  
Garw Urban  
District  
Council.

**65.** For the protection of the Ogmore and Garw Urban District Council (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council apply and have effect (that is to say) :—

- (1) In the event of the Company requiring to alter the levels of the road at Abergarw authorised by this Act they shall deviate the course of the said road on the south-eastern side of the bridge carrying the same over the Ogmore Branch Railway of the Company in the manner shown by red lines on the plan signed by William Wylie Grierson on behalf of the Company and Hu Dawkin Williams on behalf of the council :
- (2) In the event of the Company requiring to alter the levels of the road near Blackmill Station authorised by this Act they shall widen the bridge carrying the said road over the Ogmore Branch Railway of the Company so as to provide a clear width between the parapets of fifteen feet provided that the Company shall for this purpose be at liberty to raise the level of the said road three inches above the level shown on the deposited section of the said alterations of levels and to increase the gradient on the southern side of the said bridge to one in twelve :
- (3) The works in connection with the aforesaid alterations of levels shall be carried out to the reasonable satisfaction of the surveyor to the council :
- (4) If any difference shall arise between the Company and the council respecting any matter under this section the same shall in default of agreement be determined by an engineer to be agreed upon or failing agreement to be appointed on the application of either

party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889. A.D. 1909.

**66.** For the protection of the Margam Urban District Council (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council apply and have effect (that is to say) :—

For protection of Margam Urban District Council.

Notwithstanding anything shown on the deposited plans or in this Act contained the Company shall so construct the footbridge by which the footpath leading from Margam Terrace to Lower Court is to be carried over the South Wales Railway of the Company and the Rhondda and Swansea Bay Railway that the steps of the said footbridge on the north-eastern side thereof shall be of a total width of five feet and shall be constructed for a distance of two feet six inches inside the existing fence of the Rhondda and Swansea Bay Railway Company and for a distance of two feet six inches on the public road numbered on the deposited plans and in the deposited book of reference 1 in the parish and urban district of Margam.

**67.** Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the Swansea Rural District Council (in this section called "the council") shall except in so far as may be otherwise agreed between the council and the Company apply and have effect (that is to say) :—

For protection of Swansea Rural District Council.

(1) All public rights of way (other than those which the Company are by this Act specifically authorised to stop up, in the district of the council affected by the works by this Act authorised shall be preserved and the Company shall provide proper swing gates stiles or other convenient means of passage where such works cross any public right of way in the district :

(2) Wherever it may be necessary in the construction of the works by this Act authorised to intercept or interfere with any sewer or drain of the council the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved by the council another sewer or drain consisting of steel or cast-iron pipes properly

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protected and laid and covered with concrete the capacity of such sewer or drain to be in lieu of and at least equal to that of the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the council at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with such connections to be made in suitable blocks of masonry concrete or brickwork or in such manner as shall be reasonably approved by the council :

- (3) All alterations of or interference with any water mains or pipes of the council in pursuance of this Act or of any enactment incorporated therewith shall if the council so desire be executed by them at the reasonable expense of the Company :
- (4) Where any water mains or pipes of the council are exposed during or after the construction of the works by this Act authorised the Company shall take such steps as the council may reasonably require for protecting the same from the action of frost :
- (5) The works by this Act authorised so far as the same affect any highway sewer drain or water main vested in or under the control of the council shall be executed by the Company under the superintendence and to the reasonable satisfaction of the council and in accordance with plans and sections to be previously submitted to and agreed to by the council or failing agreement within one month after the delivery of such plans and sections to the council to be determined by arbitration as hereinafter provided :
- (6) If at any time the council shall require to construct any electric or water mains in any road or footpath diverted under the powers of this Act and crossed by any railway of the Company they shall be entitled to construct and maintain the same together with all necessary works in connection therewith Provided that all such works shall be executed under the superintendence and to the reasonable satisfaction of the Company's engineer and in accordance with plans and sections and particulars to be agreed between the

council and the Company or failing agreement for one month after the delivery of such plans sections and specifications to the Company to be determined by arbitration as hereinafter provided : A.D. 1909.

- (7) Any difference which may arise between the council and the Company under any of the provisions of this section or as to the mode of giving effect thereto shall be settled by the arbitration of an engineer or other fit person to be appointed (unless otherwise agreed) upon the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

**68.** Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation and for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto and may exercise the powers hereinafter mentioned (that is to say):—

Power to Company to acquire additional lands.

In the county of London—

Certain lands in the parish and royal metropolitan borough of Kensington abutting on both sides of Golborne Road at both ends of the bridge carrying that road over the main line of railway of the Company.

In the counties of London and Middlesex—

Certain lands in the parish and metropolitan borough of Hammersmith and in the parish and urban district of Acton lying on and adjoining the southern side of the main line of railway of the Company and extending from the North and South Western Junction Railway to the West London Railway.

In the county of Middlesex—

Certain lands in the parish and urban district of Hayes and in the parish of Norwood in the urban district of

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—

Southall-Norwood lying on and adjoining the southern side of the main line of railway of the Company and extending from the bridge carrying the said railway over the Grand Junction Canal at Hayes Station to a point 37 chains or thereabouts east of Southall Station :

Certain lands in the parish of Norwood in the urban district of Southall-Norwood lying on and adjoining the northern side of the said main line and extending from Southall Station to Windmill Lane.

In the county of Bucks—

Certain lands in the parish and urban district of Slough and in the parish of Farnham Royal in the rural district of Eton lying on and adjoining the northern side of the main line of railway of the Company and extending in a westerly direction for a distance of 39 chains or thereabouts from the bridge over that railway at the western end of the goods yard of the Company at Slough Station.

In the county of Berks—

Certain lands in the parish and borough of Maidenhead lying on and adjoining the northern side of the main line of railway of the Company and extending in a westerly direction for a distance of 52 chains or thereabouts from the junction of the Wycombe Branch Railway of the Company with the main line of railway of the Company :

Certain lands in the parish and borough of Newbury lying on and adjoining the northern side of the Berks and Hants Railway of the Company and between Bartholomew Street and the goods shed on the said railway :

Certain other lands in the same parish and borough lying on and adjoining the southern side of the said Berks and Hants Railway at Newbury Station :

Certain lands in the parish of Greenham in the rural district of Newbury lying on and adjoining the north-western side of the Didcot Newbury and Southampton Railway and extending from Boundary Road to King's Road :

Certain other lands in the same parish lying on and adjoining the southern side of the said Berks and Hants Railway and extending in an easterly direction for a distance of 5 chains or thereabouts from Boundary Road :



Certain other lands in the same parish lying on and adjoining the northern side of the said Berks and Hants Railway and between points respectively about 10 chains and 28 chains east of Newbury Racecourse Station: A.D. 1909.

Certain lands in the parish of Lambourne in the rural district of Hungerford lying on and adjoining the north-eastern side of the Lambourne Valley Railway of the Company and at and near Lambourne Station:

Certain lands in the parish of Hungerford in the rural district of Hungerford lying on and adjoining the southern side of the Berks and Hants Extension Railway of the Company and between points respectively about  $1\frac{1}{2}$  chains and 25 chains east of the bridge carrying that railway over the River Dun.

In the county of Wilts---

Certain lands in the parish of Beechingstoke in the rural district of Devizes lying on and adjoining the northern side of the Berks and Hants Extension Railway of the Company and extending in a westerly direction for a distance of 32 chains or thereabouts from Woodborough Station:

Certain lands in the parish of Lydiard Tregooze in the rural district of Cricklade and Wootton Bassett forming the field or enclosure numbered 401 on the 25-inch Ordnance map (second edition 1900) of that parish:

Certain lands in the parish of Wroughton in the rural district of Highworth and in the parish and borough of Swindon lying on and adjoining the south-eastern side of the main line of railway of the Company and extending in a south-westerly direction for a distance of 32 chains or thereabouts from Wootton Bassett Road:

Certain lands in the parish of Lydiard Tregooze in the rural district of Cricklade and Wootton Bassett and in the parish of Wroughton in the rural district of Highworth lying on and adjoining the northern side of the main line of railway of the Company and between points respectively about 36 chains west and 64 chains east of the bridge carrying Hay Lane over that railway:

Certain lands in the parish of Langley Burrell Without in the rural district of Chippenham lying on and adjoining

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the north-western side of the main line of railway of the Company and between points respectively about 16 chains south-west and 4 chains north-east of the engine shed on that railway near Chippenham Station :

Certain lands in the parish of Limpley Stoke in the rural district of Bradford-on-Avon lying on and adjoining the northern side of the Bath and Trowbridge Railway of the Company and between points respectively about 14 chains and 47 chains west of Freshford Station and in connection therewith the Company may alter and divert so much of the footpath intersecting the said lands as lies between the point where it crosses under the said railway and a point 10 chains or thereabouts east thereof.

In the county of Somerset—

Certain lands in the parish and county borough of Bath lying on and adjoining the southern side of the main line of railway of the Company and between that railway and Oldfield Park Road and in connection therewith the Company may stop up and extinguish all rights of way over so much of Westmoreland Station Road as lies to the west of a point 2 chains or thereabouts from its junction with Oldfield Park Road :

Certain lands in the parish of Keynsham in the rural district of Keynsham lying on and adjoining the southern side of the main line of railway of the Company and extending from Avonmill Lane to Broadmead Lane :

Certain other lands in the same parish lying on the western side of Avonmill Lane and extending from a point in that lane  $1\frac{1}{2}$  chains or thereabouts south of the bridge carrying the said railway over that lane to a point in Dragon's Hill 7 chains or thereabouts north-west of its junction with Avonmill Lane :

Certain lands in the parish of Highbridge North in the urban district of Highbridge lying on and adjoining the western side of the Bristol and Exeter Railway of the Company and at and near the goods shed at Highbridge Station :

Certain lands in the parish of St. James (Within) in the borough of Taunton lying on and adjoining the southern side of the said Bristol and Exeter Railway and abutting on the eastern side of Staplegrove Road.

In the county of Dorset—

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Certain lands in the parish of Melcombe Regis in the borough of Weymouth and Melcombe Regis lying on and adjoining the Wilts Somerset and Weymouth Railway of the Company and at or near the engine shed on that railway.

In the county of Devon—

Certain lands in the parish of Dawlish West in the rural district of Newton Abbot lying on and adjoining both sides of the South Devon Railway of the Company and lying between points respectively about 6 chains south and 53 chains north of Warren Halt:

Certain lands in the parish of Teigngrace in the rural district of Newton Abbot and in the parish of High Week in the urban district of Newton Abbot bounded by the Moretonhampstead Branch Railway of the Company the stream known as Whitelake and the Stover Canal of the Company:

Certain lands in the parish of High Week in the urban district of Newton Abbot lying on and adjoining the north-eastern side of the said branch railway and at and near the junction of the said stream with the River Teign:

Certain lands in the parish of Woolborough in the urban district of Newton Abbot abutting on the eastern side of Station Road and at and near Newton Abbot Station.

In the county of Cornwall—

Certain lands in the parishes of Kea and Kenwyn Rural in the rural district of Truro lying on and adjoining the southern side of the West Cornwall Railway of the Company and extending from the viaduct on that railway known as Blackwater Viaduct at Chacewater Station to a point 26 chains or thereabouts east of the bridge over that railway known as Tomperrow Bridge East:

Certain lands in the said parish of Kea lying on and adjoining the northern side of the said West Cornwall Railway and between the viaduct on that railway known as Chacewater Viaduct and the bridge over that railway known as Hodges Bridge:

Certain lands in the said parish of Kenwyn Rural lying on and adjoining the northern side of the said West Cornwall

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Railway and extending from the footbridge known as Saveock Footbridge to the bridge under that railway known as Green Bottom Bridge :

Certain other lands in the said parish of Kenwyn Rural lying on and adjoining the northern side of the said West Cornwall Railway and extending in a westerly direction for a distance of 7 chains or thereabouts from the bridge over that railway known as Tomperrow Bridge :

Certain other lands in the said parish of Kenwyn Rural lying on and adjoining the northern side of the said West Cornwall Railway and extending from a point 21 chains or thereabouts east of the bridge under that railway known as Tomperrow Bridge East to a point 13 chains or thereabouts west of the viaduct on that railway known as Penweathers Viaduct :

Certain other lands in the said parish of Kenwyn Rural lying on and adjoining the southern side of the said West Cornwall Railway and extending from a point 22 chains or thereabouts east of the bridge over that railway known as Hugus Bridge to a point 12 chains or thereabouts east of the bridge under that railway known as Penweathers Bridge :

Certain other lands in the said parish of Kenwyn Rural lying on and adjoining the northern side of the said West Cornwall Railway and extending in an easterly direction for a distance of 20 chains or thereabouts from Penweathers Bridge :

Certain lands in the parish and urban district of Redruth and in the parish of Gwennap in the rural district of Redruth lying on and adjoining the south-eastern side of the said West Cornwall Railway and extending from Drump Road to Scorrier Station :

Certain lands in the parish of Phillack East in the urban district of Phillack lying on and adjoining the southern side of the said West Cornwall Railway and lying between points respectively about 6 chains and 30 chains west of Angarrack Viaduct :

Certain lands in the same parish and urban district and in the parish of Gwinear in the rural district of Redruth

lying on and adjoining the southern side of the said West Cornwall Railway and extending from the eastern end of Angarrack Viaduct to the main road at the eastern end of Gwinear Road Station: A.D. 1909.

Certain lands in the said parish of Gwinear lying on and adjoining the northern side of the said West Cornwall Railway and lying between points respectively about 11 chains and 26 chains west of Gwinear Road Station:

Certain lands in the parish and urban district of Ludgvan lying on and adjoining the south-eastern side of the said West Cornwall Railway between points respectively about 14 chains south-west and 11 chains north-east of the bridge known as Rospeath Bridge carrying the road leading from Chyvellyn to Rospeath over that railway:

Certain other lands in the same parish and urban district lying on and adjoining the north-western side of the said West Cornwall Railway and extending from the said Rospeath Bridge to the bridge known as Rosevidney Hammer Mill Bridge carrying that railway over the road leading from Great Rosevidney to Trevorrow.

In the county of Gloucester—

Certain lands in the parish and county borough of Bristol situate at the junction of Victoria Street and Temple Gate and forming part of the George and Railway Hotel:

Certain lands in the parish of Stroud in the urban district of Stroud lying on and adjoining both sides of the Cheltenham and Great Western Union Railway of the Company and at and near Stroud Station:

Certain lands in the parish and county borough of Gloucester and in the parish of Barnwood in the rural district of Gloucester lying on and adjoining both sides of the Cheltenham and Great Western Union Railway of the Company and between points respectively about 11 chains north-east and  $15\frac{1}{2}$  chains south-west of the bridge carrying that railway over the road known as Port Way leading from Gloucester to Painswick:

Certain lands in the parish and borough of Cheltenham lying on and adjoining the north-western side of the Cheltenham and Great Western Union Railway of the

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Company and between the bridge carrying Queen's Road over that railway and Malvern Road Station.

In the county of Oxford—

Certain lands in the parish of Grimsbury in the borough of Banbury lying on and adjoining the south-western side of the Oxford and Birmingham Railway of the Company and at and near Banbury Station.

In the county of Hereford—

Certain lands in the parish of All Saints in the borough of Hereford lying on and adjoining the eastern side of the Newport Abergavenny and Hereford Railway of the Company and extending in a northerly direction for a distance of 14 chains or thereabouts from Canonmoor Street.

In the county of Worcester—

Certain lands in the parish of Church Honeybourne in the rural district of Evesham lying on and adjoining the northern side of the Oxford Worcester and Wolverhampton Railway of the Company and extending in an easterly direction for a distance of 14 chains or thereabouts from Icknield Street :

Certain other lands in the same parish lying on and adjoining the southern side of the said Oxford Worcester and Wolverhampton Railway and lying between points respectively about 26 chains and 30 chains east of Icknield Street :

Certain lands in the parish of St. Nicholas in the borough of Droitwich lying on and adjoining the south-eastern side of the said Oxford Worcester and Wolverhampton Railway at or near Droitwich Station :

Certain lands in the parish of Hartlebury in the rural district of Droitwich lying on and adjoining both sides of the said Oxford Worcester and Wolverhampton Railway and extending in a northerly direction for a distance of 28 chains or thereabouts from Hartlebury Junction Station :

Certain other lands in the same parish lying on and adjoining the western side of the said railway and extending in a southerly direction for a distance of 30 chains or thereabouts from Hartlebury Junction Station :

Certain lands in the parish of Upper Mitton in the urban district of Stourport lying on and adjoining the northern side of the Severn Valley Railway of the Company and

extending in a westerly direction for a distance of 9 chains or thereabouts from the Staffordshire and Worcestershire Canal: A.D. 1909.

Certain lands in the parish of Kidderminster Borough in the borough of Kidderminster and in the parish of Kidderminster Foreign in the rural district of Kidderminster lying on and adjoining the eastern side of the Oxford Worcester and Wolverhampton Railway of the Company and at and near the junction with that railway of the Bewdley and Kidderminster Railway of the Company:

Certain lands in the said parish of Kidderminster Foreign lying on and adjoining the north-western side of the said Bewdley and Kidderminster Railway and extending in a south-westerly direction for a distance of 47 chains or thereabouts from the said junction.

In the county of Warwick—

Certain lands in the parish of Solihull in the rural district of Solihull lying on and adjoining the north-eastern side of the Oxford and Birmingham Railway of the Company and at and near Solihull Station:

Certain other lands in the same parish and rural district lying on and adjoining the western side of the said Oxford and Birmingham Railway and between that railway Olton Reservoir and Milliners Lane.

In the county of Stafford—

Certain lands in the parish and urban district of Amblecote lying on and adjoining the south-western side of the Oxford Worcester and Wolverhampton Railway of the Company and between points respectively about 9 chains and 28 chains south-east of the bridge carrying Vicarage Road over that railway and the Company may alter and divert so much of the footpath intersecting the said lands as lies between the footbridge carrying the same over the said railway and the northernmost corner of the field or enclosure numbered 166 on the 25-inch Ordnance map (second edition 1903) of the said parish:

Certain lands in the parish and urban district of Rowley Regis abutting on the southern side of Forge Lane at the western end of the goods yard of the Company at Cradley:

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Certain lands in the parish and county borough of Wolverhampton lying on and adjoining the north-eastern side of the Birmingham Wolverhampton and Dudley Railway of the Company and abutting on the south-western side of Bridge Street near the junction of Bagnal Street with that street.

In the county of Salop—

Certain lands in the parish of Highley in the rural district of Cleobury Mortimer lying on and adjoining the western side of the Severn Valley Railway of the Company and between points respectively about 19 chains north and 6 chains south of Highley Station and in connection therewith may stop up and discontinue the bridle and foot path which crosses the said railway at the southern end of the said station and in lieu thereof may make and maintain a new footpath between points respectively about 1 chain east and 2 chains west of the said crossing and carry the same over the said railway by means of a footbridge:

Certain lands in the parish of Saint Alkmond in the rural district of Atcham lying on and adjoining the south-western side of the Shrewsbury and Chester Railway of the Company and between points respectively about 2 chains and 21 chains south-east of the centre of Leaton Station.

In the county of Denbigh—

Certain lands in the parish of Llangollen Rural in the rural district of Llangollen lying on and adjoining the eastern side of the Llangollen and Corwen Railway of the Company and between points respectively about 14 chains and 28 chains south of the point where the road leading from Corwen to Llangollen crosses the western end of the tunnel on that railway:

Certain lands in the parish of Stansty in the rural district of Wrexham and in the parish of Wrexham Regis in the borough of Wrexham lying on and adjoining the eastern side of the Shrewsbury and Chester Railway of the Company and extending from Rhos Ddu Road to Saint Mark's Road.

In the county of Monmouth—

Certain lands in the parish of Ifton in the rural district of Chepstow lying on and adjoining both sides of the South



Wales Railway of the Company and at or near Severn Tunnel Junction Station : A.D. 1909.

Certain lands in the parish and county borough of Newport lying on and adjoining the southern side of the said South Wales Railway and at or near the junction of the East Usk Railway of the Company with that railway :

Certain lands in the parish and county borough of Newport lying on and adjoining both sides of the South Wales Railway of the Company and lying between the River Usk and Newport (High Street) Station :

Certain lands in the parish and urban district of Abersychan lying on and adjoining the northern side of the Newport and Pontypool Branch Railway of the Company and east of and adjoining Branches Fork Sidings :

Certain other lands in the same parish and urban district lying on and adjoining the southern side of the Cwm-frwd-oe'r Branch Railway of the Company and at and near to the junction with that branch railway of the Cwm-nant-ddu Branch Railway of the Company :

Certain lands in the parish and urban district of Risca lying on and adjoining the northern side of the Pennar Branch Railway and the Monmouthshire (Western Valleys) Railway of the Company at or near the junction of those railways :

Certain other lands in the same parish lying on and adjoining both sides of the said Pennar Branch Railway at or near Cross Keys Station on the Monmouthshire (Western Valleys) Railway of the Company :

Certain other lands in the same parish lying on and adjoining the western side of the said Pennar Branch Railway and extending in a south-easterly direction for a distance of 19 chains or thereabouts from the viaduct carrying the said railway over the River Ebbw :

Certain lands in the parish and urban district of Abercarn lying on and adjoining both sides of the said Monmouthshire (Western Valleys) Railway and at and near Abercarn Station :

Certain lands in the parish of Llanhilleth in the urban district of Abertillery lying on and adjoining the southern side of the said Monmouthshire (Western Valleys) Railway and

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extending in a south-easterly direction for a distance of 15 chains or thereabouts from the eastern end of Railway Street Llanhilleth :

Certain other lands in the said parish and urban district lying on and adjoining the south-western side of the said Monmouthshire (Western Valleys) Railway and between points respectively about 31 chains and 57 chains south of Aberbeeg Station :

Certain lands in the parish and urban district of Mynyddyslwyn lying on and adjoining both sides of the Pennar Branch Railway of the Company and between points respectively about 8 chains and 43 chains west of the junction of that railway with the Taff Vale Extension Railway of the Company and known as Pennar Junction :

Certain other lands in the same parish and urban district lying on and adjoining the north-eastern side of the said Pennar Branch Railway near Springfield Terrace and extending for a distance of 12 chains or thereabouts in a south-easterly direction from the level crossing by that railway of the road leading from Penmaen to Pont-llanfraith.

In the county of Glamorgan—

Certain lands in the parish of Llanfabon in the urban district of Caerphilly lying on and adjoining the south-western side of the Taff Vale Extension Railway of the Company and between points respectively about 8 chains and 17 chains north-west of Llancaich Station :

Certain lands in the parish of Llanwunno in the urban district of Mountain Ash lying on and adjoining both sides of the Aberdare Extension Railway of the Company and between points respectively about 13 chains and 49 chains west of the crossing of that railway by the George Colliery Incline near Deep Duffryn Colliery :

Certain lands in the parish and borough of Neath lying on and adjoining the north-western side of the South Wales Railway of the Company and lying between points respectively about 25 chains and 40 chains south-west of Neath Station :

Certain lands in the parish of Coedfrank in the rural district of Neath abutting on the southern side of the

main road leading from Swansea to Neath between points respectively about 30 chains and 36 chains west of Skewen Station on the South Wales Railway of the Company: A.D. 1909.

Certain other lands in the same parish lying on and adjoining the north-western side of the Swansea and Neath Railway of the Company and extending from a point 85 chains or thereabouts south-west to a point 84 chains or thereabouts north-east of Briton Ferry Road Station.

In the county of Carmarthen—

Certain lands in the parish of Llangennech in the rural district of Llanelly lying on and adjoining the north-western side of the Llanelly Railway of the Company and at and near Llangennech Station:

Certain other lands in the same parish and rural district forming portions of the fields or enclosures numbered 638 643 and 644 on the 25-inch Ordnance map (second edition 1907) of the said parish:

Certain lands in the parish of Ammanford (Urban) in the urban district of Ammanford lying on and adjoining the north-western side of the Garnant and Brynamman Branch Railway of the Company and lying between points respectively 4 chains and 14 chains south-west of Ammanford Station:

Certain lands in the parish of Llandilo Rural in the rural district of Llandilo Fawr lying on and adjoining the southern side of the Brynamman Branch Railway of the Company and at and near Brynamman Station:

Certain lands in the parish of Llanelly Urban in the urban district of Llanelly lying on and adjoining both sides of the South Wales Railway of the Company and extending from the goods shed at Llanelly Station to a point 82 chains or thereabouts east thereof:

Certain other lands in the same parish lying on and adjoining the southern side of the Llanelly Railway of the Company and between points respectively about 10 and 22 chains west of the bridge carrying the said railway over Trostre Road:

Certain lands in the parish of Llangunnor in the rural district of Carmarthen lying on and adjoining the south-

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eastern side of the Carmarthen and Cardigan Railway of the Company and at and near Carmarthen Town Station :

Certain lands in the parish of Llangan East in the rural district of Whitland lying on and adjoining the northern side of the South Wales Railway of the Company and extending in a westerly direction for a distance of 33 chains or thereabouts from Whitland Station :

Certain other lands in the same parish lying on and adjoining the northern side of the Pembroke and Tenby Railway of the Company between points respectively about 12 chains and 40 chains west of the junction of that railway with the said South Wales Railway.

As to removal of letter boxes.

**69.** If any work authorised by this Act involves the removal or alteration of any post office letter box the Company shall not remove or alter such box but shall give notice to the Postmaster General of the removal or alteration required and the Postmaster General shall remove or alter the box as he may think fit and the Company shall pay to the Postmaster General all expenses incurred by him in relation to such removal or alteration.

For protection of Southall-Norwood Urban District Council.

**70.** The following provisions for the protection of the Southall-Norwood Urban District Council (in this section called "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

(1) Should the user by the Company of any of the lands authorised by this Act to be purchased by the Company in the district of the council in any way interfere with the surface water sewers or drains now vested in the council the same shall be at once made good by and at the expense of the Company to the reasonable satisfaction of the council and if required to be altered or deviated by the Company shall be so altered or deviated to the like satisfaction in such manner as the council shall reasonably approve :

(2) The Company shall not damage or block the main sewer belonging to the council crossing the said lands and running thence under the main line of the Company through the enclosure numbered on the deposited plans 2 in the parish of Norwood but the Company may with the consent of the council (which consent

shall not be unreasonably withheld) divert the same for the purposes of and in connection with any works intended to be constructed by the Company on the said lands and the Company shall provide reasonable access thereto for the use of the workmen of the council: A.D. 1909.

- (3) The Company shall not without the consent of the council interfere with the footpath crossing the lands numbered on the deposited plans 3 in the said parish and leading from Norwood Green to the main road but should the Company desire to extend the subway now existing under the main line of the Company the Company shall take all reasonable measures to make and keep such extension so far as is reasonably practicable watertight and shall make up and gravel the footpath under the existing and widened portion of the subway so that the same shall drain to both ends of the subway and shall leave the footpath in a fit and proper condition for the use of passengers:
- (4) In the event of any difference arising between the Company and the council with reference to the provisions of this section such difference shall unless otherwise agreed be settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

**71.** The following provisions for the protection of the Slough Urban District Council (in this section called "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

For protection of Slough Urban District Council.

- (1) In the event of the Company finding it necessary to interfere with the sewer or manholes of the council at the present time situate in the enclosure numbered on the deposited plans 1 in the parish and urban district of Slough they shall at their own expense and to the reasonable satisfaction of the council provide substituted manholes outside the Company's boundary fence and in connection therewith and at their own expense carry out any necessary alteration of the sewer:

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(2) The Company shall when constructing their works on the said enclosure divert the footpath which crosses the same and construct a footpath as shown on the deposited plans and shall also extend the existing subway under their railway and erect a swing gate in the new boundary fence :

(3) If any difference shall arise between the Company and the council with reference to the provisions of this section such difference shall unless otherwise agreed be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of  
Messrs. Cox  
Brothers and  
Company.

**72.** Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not without the consent in writing of Messrs. Cox Brothers and Company purchase or acquire any portion of the lands numbered on the deposited plans 2 in the parish and borough of Maidenhead.

For protection of Mary  
Carrick  
Moore and  
Chippenham  
Gas Company.

**73.** The following provisions for the protection of Mary Carrick Moore and the Chippenham Gas Company (in this section called "the gas company") shall unless otherwise agreed apply and have effect (that is to say) :—

(1) Notwithstanding anything in this Act contained the Company shall not stop up the accommodation road numbered on the deposited plans of the lands at Chippenham 2 in the parish of Langley Burrell Without but the Company may divert the same in the manner shown on the plan signed by William Wylie Grierson on behalf of the Company Mary Carrick Moore and Daniel Collen on behalf of the gas company and the gas company shall at the reasonable cost of the Company divert the main belonging to the gas company under the existing road to such position under the diverted road as shall be decided by the gas company :

(2) The site and soil of the diverted road shall on its completion vest in the said Mary Carrick Moore subject however to the rights of way and conditions reserved by and contained in a certain indenture of conveyance

bearing date the 29th day of September 1904 and made between the said Mary Carrick Moore of the one part and the gas company of the other part and the site and soil of the portion of the existing road so diverted shall thereupon vest in the Company : A.D. 1909.

- (3) The Company shall not without the consent in writing of the said Mary Carrick Moore purchase or acquire a greater portion of the field or enclosure numbered 4 on the said deposited plans than the area coloured pink on the said plan signed as aforesaid or without the consent in writing of the gas company a greater portion of the field or enclosure numbered 3 than the area coloured brown thereon.

**74.** The following provisions unless otherwise agreed between the Company and the committee of the Warren Golf Club as trustees of the said club and lessees of the lands known as the Warren Golf Club Course situate in the parish of Dawlish West in the county of Devon (who are hereinafter in this section respectively referred to as "the trustees") shall have effect for the benefit and protection of the trustees (that is to say) :— For protection of Warren Golf Club.

- (1) The expression "the signed plan" where used in this section means the plan signed in duplicate by William Wylie Grierson on behalf of the Company and Arthur Bearne on behalf of the trustees :
- (2) The Company in the exercise of the powers conferred upon them under the section of this Act whereof the marginal note is "Power to Company to acquire additional lands" shall not acquire from the trustees more than the piece of land adjoining the present eastern boundary fence of the property of the Company in the parish of Dawlish West which is coloured pink and the measurements of which are denoted on the signed plan :
- (3) Before using the said piece of land for any of the purposes of the Company the Company shall at their own expense take all necessary steps to prevent any interference with or damage to the adjoining land and premises of the trustees and shall erect and at all times thereafter maintain along the eastern boundary of the said piece of land a substantial close fence

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of not less than five feet in height and shall also provide by means of a raised path or otherwise suitable and convenient means of access between the arch carrying the railway over the road leading to Dawlish and the point marked "A" on the signed plan :

- (4) In the event of the Company constructing a station upon the land to be acquired as aforesaid they shall not make any exit therefrom on to the adjoining lands of the trustees and shall at their own expense erect and at all times maintain along the platform adjoining the lands of the trustees a wire fence or screen of not less than ten feet in height above the platform level having a mesh sufficiently small to prevent golf balls from passing into the station premises and the trustees shall be entitled at their own expense to affix wire netting to the supports of the station premises below the platform level in such manner as may be reasonably approved by the Company :
- (5) The Company shall pay to the trustees in full satisfaction for the acquisition of the piece of land before mentioned the sum of one hundred and twenty-five pounds.

For protection of corporation of Wolverhampton.

**75.** Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Wolverhampton (in this section called "the corporation") shall apply and have effect except so far as the corporation and the Company may otherwise agree (that is to say):—

- (1) Notwithstanding anything contained in this Act or in any previous Act relating to the Company the Company shall not stop up or interfere with the footpath coloured blue upon the plan signed by William Wylie Grierson on behalf of the Company and by George Green on behalf of the corporation (in this section referred to as "the signed plan") and situate between the points marked respectively "A" and "C" on the signed plan until they have made footpaths on the line shown in red on the signed plan and situate between the points marked thereon respectively "A" and "B" and "B" and "C" nor shall they stop up or interfere



with the footpath coloured blue on the signed plan situate between the points thereon marked respectively "A" and "E" until they have made a footpath on the line shown in red on the signed plan situate between the points marked respectively "A" "B" "D" and "E" on that plan and such footpath shall be carried across the Company's Oxford Worcester and Wolverhampton Railway by means of a subway situate between the said points marked "B" and "D":

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- (2) The Company shall provide sufficient land for enabling the diverted footpaths referred to in the last preceding subsection being made of a width of nine feet and shall construct make up and red-ash the same for a width of not less than six feet:
- (3) The walls of the subway to be constructed under the Oxford Worcester and Wolverhampton Railway of the Company shall be lined with white glazed bricks above three feet from the ground and below with brindled bricks:
- (4) If any dispute shall arise between the Company and the corporation respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

**76.** The following provisions for the protection of the Penllyn Rural District Council and the Llanuwchylynn Parish Council (in this section together referred to as "the councils") shall unless otherwise agreed apply and have effect (that is to say):—

For protection of Penllyn Rural District Council and Llanuwchylynn Parish Council.

- (1) In lieu of the alteration and diversion of the footpath in the parish of Llanuwchylynn by this Act authorised in the manner shown on the deposited plans the Company shall make a new footpath across their railway at a point 11 chains or thereabouts north-east of Llanuwchylynn Station with V-shaped gates in the fences of the said railway and the councils shall

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provide footpaths in continuation of the said footpath so to be constructed by the Company between a point in the existing footpath about  $5\frac{1}{2}$  chains north of the level crossing by the existing footpath of the Company's railway and a point in the road leading from Pen-rhiw-dwrch to Felindre at or near the south-eastern corner of the field or enclosure numbered on the deposited plans 1 in the parish of Llanuwchllyn and from and after the completion and opening of the said new footpath all rights of way over so much of the existing footpath as lies between the point  $5\frac{1}{2}$  chains north of the said level crossing and its junction with the said road shall cease and determine:

- (2) The Company shall provide a V-shaped gate in their boundary fence so as to give access to the approach road to Llanuwchllyn Station and thereupon any rights of way which may exist over the Company's property between the said approach road and the said level crossing shall cease and determine.

For protection of corporation of Wrexham.

**77.** The following provisions for the protection of the mayor aldermen and burgesses of the borough of Wrexham (in this section called "the corporation") shall unless otherwise agreed between the Company and the corporation apply and have effect (that is to say):—

In the event of the Company purchasing or acquiring under the powers of this Act the lands numbered on the deposited plans relating to the lands at Wrexham 1 in the borough of Wrexham they shall before constructing any works thereon set back the frontage to the line shown in red on the plan signed by William Wylie Grierson on behalf of the Company and John England on behalf of the corporation. Provided that if the corporation elect so to do they may immediately upon the Company entering into possession of the said lands themselves set back at their own expense the existing fence and the Company shall give the corporation facilities for so doing.

For protection of Messrs. John Evan and

**78.** Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not without the previous consent of Messrs. John Evan and Robert Jones

Powell enter upon take or use any portion of the enclosures numbered respectively on the said plans 1 and 5 in the parish of Stansty in the rural district of Wrexham. A.D. 1909.  
Robert Jones  
Powell.

**79.** Notwithstanding anything in this Act contained or shown on the deposited plans relating to lands at Pontnewynydd the Company shall not stop up or interfere with the footpath numbered 3 on the said plans or with the subway numbered 4 carrying the said footpath under the Company's Newport and Pontypool Branch Railway and in the event of the Company constructing any works thereon they shall extend the subway of the same width as at present exists. For protec-  
tion of Aber-  
sychan  
Urban Dis-  
trict Coun-  
cil and John  
Capel  
Hanbury.

**80.** Notwithstanding anything in this Act contained or shown on the deposited plans relating to lands at Pontnewynydd the Company shall not purchase or acquire any greater portion of the land numbered on the said plans 5 in the parish and urban district of Abersychan than that shown coloured red on the plan signed by John Paton on behalf of the Pontnewynydd Sheet and Galvanising Company Limited and William Wylie Grierson on behalf of the Company. For protec-  
tion of Pont-  
newynydd  
Sheet and  
Galvanising  
Company  
Limited.

**81.** Notwithstanding anything contained in this Act or shown on the deposited plans relating to the lands near Aberbeeg Station by this Act authorised to be acquired the Company shall not without the consent of the urban district council of Abertillery enter upon take or use the portion of the lands respectively numbered on the said plans 4 11 16 and 17 coloured red on the plan signed by William Wylie Grierson on behalf of the Company and Francis Hastings Medhurst on behalf of the said council. For protec-  
tion of Aber-  
tillery Urban  
District  
Council.

**82.** For the protection of the Western Valleys (Monmouthshire) Sewerage Board (in this section called "the board") the following provisions unless otherwise agreed between the Company and the board shall have effect:— For protec-  
tion of  
Western  
Valleys  
(Monmouth-  
shire) Sewer-  
age Board.

- (1) The Company shall take all reasonable precautions and do and maintain all such works as may be necessary for preventing as far as possible any injury to the works and property of the board and sewers connected thereto and shall also at all times make good all damage which may be occasioned by the operations or works of the Company to the reasonable requirements and satisfaction of the engineer of the board:

A.D. 1909.

- (2) In every case where the works which the Company are hereby authorised to construct shall cross or overlie the existing brick concrete or stoneware sewer of the board the Company shall either divert the existing sewer or substitute for the said sewer a steel pipe of the same internal diameter founded on and surrounded by Portland cement concrete and such diversion or substitution shall be according to plans and sections to be previously submitted to and reasonably approved by the engineer to the Board and the work shall be carried out to the reasonable satisfaction in all respects of such engineer :
- (3) In constructing any of the works by this Act authorised the Company shall before interfering with any manhole giving access to any sewer of the board give to the board fourteen days notice in writing of their intention so to do and shall make proper alterations to such manhole or provide such substitute therefor as will give reasonable access to the said sewer :
- (4) If the Company their agents workmen or contractors shall in the execution of any works authorised by this Act hinder or interfere with or obstruct or render more difficult or costly the maintenance of any existing sewer or works of the board the Company shall on demand pay to the board such additional cost of maintenance as may be reasonably incurred in consequence thereof :
- (5) The Company shall at all reasonable times permit the board their officers agents servants workmen and contractors with or without material to have free and uninterrupted access to any part of the sewer and works connected therewith which lie within the boundaries or limits of the property of the Company :
- (6) The Company in carrying out the diversion strengthening substitution or reconstruction of the board's sewers shall take all possible precaution for preventing any material interruption in the flow of sewage through such sewers and sewers connected thereto :
- (7) The Company shall pay on demand to the board the reasonable costs incurred by the board in watching and superintending the diversion strengthening sub-

stitution or reconstruction of the board's sewers by the Company and the execution of any works of the Company over under or adjacent to any sewer or works of the board : A.D. 1909.

- (8) If any difference shall arise between the Company and the board touching anything to be done or not to be done under the powers of this section such difference shall be settled by an engineer appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

**83.** For the protection of the Mynyddyslwyn Urban District Council (in this section called "the council") the following provisions shall have effect unless otherwise agreed in writing between the council and the Company (that is to say) :—

For protection of  
Mynyddyslwyn  
Urban District Council.

- (1) In the event of the Company interfering with the footpath along the western side of the Pennar Branch Railway which extends from the point where the Pennar Branch Railway crosses the public road numbered on the deposited plans 6 in the urban district of Mynyddyslwyn to the road numbered 39 as aforesaid they shall provide and maintain in lieu thereof and in lieu of any rights of way along or over the portion of the said branch railway between the said roads a new footpath three feet six inches in width along the western boundary of the said railway as widened under the powers of this Act and the provisions of the section of this Act of which the marginal note is "Stopping up roads and footpaths in case of diversion or making of new road or footpath" shall apply to any footpath provided or rights of way extinguished under this subsection :
- (2) Nothing in this Act shall in any way prejudice or affect other than as aforesaid any rights which the public may have acquired to pass and repass over the Pennar Branch Railway :
- (3) Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not interfere with so much of the said road numbered 6

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on the said deposited plans as lies to the east of and as connects with the road numbered 13 on the said plans or with the said road numbered 13 or stop up or interfere with the existing footpaths crossing the fields numbered 44 45 and 48 without providing substituted footpaths to the reasonable satisfaction of the council :

- (4) Any difference which may arise between the council and the Company under this section shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of  
Messrs.  
Griffiths  
Brothers  
Limited.

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

If by reason of the road diversion or other works at Crumlin whether referred to in the section of this Act the marginal note whereof is "Power to make new roads and alterations of roads footpaths &c." or in the agreement dated the 11th day of June 1909 and made between the Company of the first part the Monmouthshire County Council of the second part and the Abercarn Urban District Council of the third part and confirmed by this Act (which works are hereby declared to be works authorised under this Act for the improvement of the highways) or any of them the said Railway Inn shall be injuriously affected either permanently or temporarily the lessees shall so far as regards their interests in the Railway Inn be entitled unless otherwise agreed between the Company and the lessees to compensation in respect of such injury (including loss of or injury to the trade value of the Railway Inn) and the amount of such compensation shall unless otherwise agreed between the lessees and the Company be settled in manner provided for by section 68 of the Lands Clauses Consolidation Act 1845.]

**85.** For the protection of the Marquis of Bute his successors in title and assigns and his and their tenants (all included in the expression "the marquis" when hereinafter in this section used) the following provisions shall unless otherwise agreed have effect :—

A.D. 1909.  
For protec-  
tion of Mar-  
quis of Bute.

Inasmuch as the marquis is or is reputed to be entitled to a right of way and access for all purposes with or without horses cattle or other animals carts carriages or other vehicles over part of the property of the Company known as the Pennar Branch Railway and lands held therewith for the purpose of access to the lands and premises of the marquis respectively numbered on the deposited plans and in the book of reference 2 11 and 12 and 14 to 17 inclusive in the parish and urban district of Mynyddyslwyn and adjoining lands of the marquis by way of continuation of and communicating with a similar right of way over the land numbered 3 in the same parish and urban district It is hereby enacted that the Company shall not interrupt the user of the said right of way over their property or over the said land numbered 3 unless and until they shall have provided some substituted way of the width of twelve feet at least and to the reasonable satisfaction of the marquis and so as to afford so far as may be reasonably practicable as convenient access as at present to the lands and premises of the marquis hereinbefore mentioned and which substituted right of way shall be enjoyed by the marquis in perpetuity and any difference which may arise as to the sufficiency of such substituted right of way shall be referred to the determination of an engineer to be appointed failing agreement on the application of the Company or the marquis by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

**86.**—(1) Notwithstanding anything herein contained the Company shall not stop up the road and footpath in the parish of Llanwonno in the county of Glamorgan numbered 3 on the deposited plans or the road and footpaths in the same parish and county numbered 9 on the deposited plans and which said roads and footpaths cross the railway of the Company on the level by means of a level crossing known as Duffryn Level Crossing.

For pro-  
tection of  
Mountain  
Ash Urban  
District  
Council.

A.D. 1909.

(2) In the event of the Company at any time raising the level of their railway at the aforesaid level crossing in consequence of subsidence or otherwise the Company shall at their own expense raise the approaches to the said level crossing on both sides thereof and execute all such works as may be necessary to maintain the access to the said level crossing at gradients not steeper than one in twenty.

For protection of Glamorgan and Carmarthen County Councils.

**87.** The acquisition by the Company of land adjacent to the bridge over the River Amman or either of the approaches thereto shall not prejudice or affect the powers of the Glamorgan or Carmarthen County Councils respectively or of a joint committee of those county councils to acquire under the provisions of the Acts relating to bridges so much of such land as may be required for the widening of such bridge or approaches.

For protection of Carmarthen Rural District Council.

**88.** In the event of the Company requiring at any time to construct any work or works over the ditch numbered on the deposited plans 5 in the parish of Llangunnor in the rural district of Carmarthen they shall in substitution for the existing open ditch provide and construct a culvert or line or lines of pipes of such dimension or dimensions and at such level as may be agreed between the respective engineers of the Company and the council or failing agreement as may be determined by an independent engineer to be appointed failing agreement by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

Vesting certain lands at Llanelly in Company.

**89.** Whereas by the *Great Western Railway (General Powers) Act 1898* the Company were authorised to alter and divert a certain road in the urban district of Llanelly and by section 32 of the said Act it was provided that the Company should construct the said alteration and diversion in the manner and position by the said section prescribed and that the urban district council of Llanelly (in this section called "the council") should convey to the Company free of charge so far as they lawfully could the lands necessary for the construction of the said alteration and diversion And whereas the Company have carried into effect the provisions of the said section and have constructed the alteration and diversion on the lands of the council (being a part of the lands in the parish of Llanelly Urban which the Company are by this Act authorised to acquire) but the council have been unable by reason of the provisions of sections 6 to 13



of the Llanelly Local Board Act 1888 to convey the said lands. A.D. 1909.  
to the Company And whereas it is expedient that the said lands  
should be vested in the Company and that the alteration and  
diversion of the said road as so constructed should be confirmed:

Therefore be it enacted as follows:—

The lands of the council upon which such alteration and  
diversion has been constructed are hereby vested in the  
Company free from all incumbrances and the alteration  
and diversion by the Company of the said road on the  
said lands is hereby confirmed.

**90.**—(1) In lieu of diverting the road leading from Penzance  
to Marazion authorised by the Great Western Railway (Additional  
Powers) Act 1905 in the manner shown on the deposited plans  
and sections relating to that Act the Company may divert the same  
in the manner shown on the plan and section signed in duplicate  
by His Grace the Duke of Northumberland the Chairman of the  
Committee of the House of Lords to whom the Bill for this Act  
was referred one copy of which has been deposited in the  
Parliament Office of the House of Lords and one copy in the  
Private Bill Office of the House of Commons and in accordance  
with such particulars as may be agreed between the Cornwall  
County Council and the Company or as failing agreement may be  
determined by arbitration.

Provisions  
as to road  
diversion  
near Pen-  
zance.

(2) The Company shall clear the existing ditch along the  
eastern side of the portion of the road crossing the Company's  
railway at the level crossing known as Long Rock Level Crossing  
between the junction with the main road and the south side of the  
Company's railway and shall carry the said ditch under the said  
railway by means of a twelve-inch pipe with flap valves at its outlet  
All such works shall be carried out to the reasonable satisfaction  
of the West Penwith Rural District Council.

(3) The Company shall so far as the Cornwall County Council  
or the West Penwith Rural District Council respectively are able to  
consent thereto be at liberty to at any time lay down and at all  
times maintain three additional lines of rails across each of the two  
level crossings of the Company's railway known as Ponsandane  
and Long Rock Level Crossings respectively.

(4) If any difference shall arise between either of the said  
councils and the Company touching this section or anything to  
be done thereunder or any powers to be exercised affecting the

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A.D. 1909. — said road such difference shall be settled by an engineer to be agreed upon and failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and such arbitration shall be deemed to be a reference to arbitration under the provisions of the Arbitration Act 1889.

(5) Subsections 6 8 9 10 and 11 of section 50 of the Great Western Railway (Additional Powers) Act 1905 so far as they apply to the diversion of the said road by that Act authorised are hereby repealed.

Power to  
two Com-  
panies to  
construct  
bridge work.

**91.** Subject to the provisions of this Act the Company and the Midland Railway Company (hereinafter called “the two Companies”) or either of them with the consent of the other may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the bridge work hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for that purpose (that is to say):—

In the parish of West Dean in the rural district of West Dean in the county of Gloucester:

The widening on both sides of the bridge carrying the Wimberry Branch Railway of the two Companies over the road leading from Speech House Road to Drybrook Road at or near Cannop Colliery.

Powers to  
two Com-  
panies to ac-  
quire ad-  
ditional  
lands.

**92.** Subject to the provisions of this Act the two Companies or either of them with the consent of the other may enter upon take use and hold for the purposes of the two Companies or either of them and for providing increased accommodation the lands hereinafter mentioned delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

In the parish of West Dean in the rural district of West Dean in the county of Gloucester:

Certain lands lying on and adjoining the northern side of the said Wimberry Branch Railway and at and near Cannop Colliery.

Power to  
Bala and  
Festiniog  
Company to

**93.** Subject to the provisions of this Act the Bala and Festiniog Railway Company (hereinafter called “the Bala and Festiniog Company”) may enter upon take and use and hold

for the general purposes of their undertaking and for providing increased accommodation the lands hereinafter mentioned delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

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acquire additional lands.

Certain lands in the parish of Trawsfynydd in the rural district of Deudraeth in the county of Merioneth lying on and adjoining the south-western side of the railway of the Bala and Festiniog Company and between points respectively about 21 chains north-west and 24 chains south-east of Trawsfynydd Station.

**94.**—(1) Subject to the provisions of this Act the Weymouth and Portland Railway Company (in this Act referred to as “the Weymouth Company”) or the Company and the London and South Western Railway Company as lessees of the Weymouth Company or either of them with the consent of the other (in this Act referred to as “the lessee companies” which expression includes the Company and the London and South Western Railway Company or either of them) with the consent and for and on behalf of the Weymouth Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the deviation of railway hereinafter described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes.

Powers to Weymouth and Portland Railway Company and lessee companies to construct deviation of railway.

The deviation of railway hereinbefore referred to and authorised by this Act is—

A deviation (3 furlongs 0·65 chain in length) wholly in the parishes of Weymouth and Melcombe Regis in the borough of Weymouth and Melcombe Regis in the county of Dorset of the Weymouth and Portland Railway of the Weymouth Company between points respectively about  $1\frac{1}{2}$  chains south-west and  $29\frac{1}{2}$  chains north-east of the level crossing by that railway of Abbotsbury Road.

(2) Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Weymouth

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A.D. 1909. — Company or the lessee companies (as the case may be) may in the construction of the said deviation carry the same with a single line only whilst the work shall consist of a single line and afterwards with a double line only across and on the level of the road numbered on the deposited plans of the said deviation 2 in the parish of Weymouth.

(3) The Weymouth Company may abandon and discontinue the maintenance and use of so much of the said railway as lies between the commencement and termination of the deviation of that railway by this Act authorised and may subject to the provisions of this Act retain hold and appropriate the site and soil thereof for the purposes of the said deviation and for the general purposes of the Weymouth Company or may sell and dispose of the whole or any part of the same.

(4) The costs charges and expenses of and in relation to the acquisition of lands for and the construction of the said deviation shall be borne and paid by the lessee companies in equal shares and those companies may from time to time apply to any of the purposes aforesaid to which capital is properly applicable any moneys from time to time raised or authorised to be raised by them respectively under this or any other Act of Parliament and which are not required for the purposes to which they are by any such Act made specially applicable.

(5) The said deviation shall for the purposes of maximum rates and charges for merchandise traffic and for all other purposes be deemed to be part of the railway of the Weymouth Company which is to be deviated as aforesaid.

Powers to  
Weymouth  
Corporation  
to construct  
embankment  
and borrow  
money.

**95.**—(1) In connection with the construction of the said deviation of the Weymouth and Portland Railway the Weymouth Corporation may make and maintain—

A wall or embankment for reclaiming portions of the foreshore and bed of the sea wholly in the parish of Melcombe Regis commencing at a point under Backwater Bridge  $1\frac{1}{2}$  chains or thereabouts west of the eastern end thereof and terminating at a point  $1\frac{1}{2}$  chains or thereabouts north-west of a point in the railway viaduct over the Backwater  $11\frac{1}{2}$  chains or thereabouts from its south-western end together with all proper and convenient sewers drains stormwater overflows culverts roads approaches and other works and conveniences including a storm and surface

water drain with an internal diameter of twenty-one inches extending from the western end of King Street under the deviation of the Weymouth and Portland Railway by this Act authorised to an outfall in the Backwater on the western side of the said deviation such drain to be constructed under the superintendence and to the reasonable satisfaction of the engineer of the Company and in accordance with plans sections and particulars to be reasonably approved by him :

A.D. 1909.

And the Weymouth Corporation may enter upon take and use such of the lands delineated on the deposited plans of such breakwater and described in the deposited book of reference relating thereto as may be required for the purposes of such breakwater and reclamation.

(2) The Weymouth Corporation may borrow on the security of the borough fund and the borough rate of the borough for the purposes of the said breakwater and reclamation and for the expenses incidental thereto the sum of four thousand nine hundred pounds and on the security of the district fund and general district rate of the borough for the purposes of culverts and drains and for the expenses incidental thereto the sum of one thousand four hundred pounds and the provisions of sections 236 to 239 of the Public Health Act 1875 shall be applicable to any mortgage made by the Weymouth Corporation under this subsection and the Weymouth Corporation shall pay off the said sums within forty years of the date or dates of borrowing the same in accordance with the provisions of the Public Health Act 1875 as if the same were borrowed under that Act The consent of the Local Government Board shall not be required to such borrowing by the Weymouth Corporation.

(3) The agreement dated the thirty-first day of December one thousand nine hundred and eight and made between the Weymouth Corporation of the first part the Company and the London and South Western Railway Company of the second part and the Weymouth Company of the third part as set forth in the First Schedule to this Act is hereby confirmed and made binding upon the parties thereto and may and shall be carried into effect.

96.—(1) The town clerk of the borough of Weymouth and Melcombe Regis shall within twenty-one days after the thirty-first day of March in each year if during the twelve months next

Return to  
Local  
Government  
Board as to

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A.D. 1909. preceding the said thirty-first day of March any sum is required  
repayment of to be paid as an instalment or annual payment or to be appro-  
debt. priated or to be paid to a sinking fund in pursuance of the  
provisions of this Act or in respect of any money raised there-  
under and at any other time when the Local Government Board  
may require such a return to be made transmit to the Local  
Government Board a return in such form as may be prescribed  
by that board and if required by that board verified by statutory  
declaration of the said town clerk showing for the year next  
preceding the making of such return or for such other period  
as the board may prescribe the amounts which have been paid  
as instalments or annual payments and the amounts which have  
been appropriated and the amounts which have been paid to or  
invested or applied for the purpose of the sinking fund and the  
description of the securities upon which any investment has been  
made and the purposes to which any portion of the sinking fund  
or investment or of the sums accumulated by way of compound  
interest has been applied during the same period and the total  
amount (if any) remaining invested at the end of the year and  
in the event of his failing to make such return the said town  
clerk shall for each offence be liable to a penalty not exceeding  
twenty pounds to be recovered by action on behalf of the Crown  
in the High Court and notwithstanding the recovery of such  
penalty the making of the return shall be enforceable by writ of  
Mandamus to be obtained by the Local Government Board out  
of the High Court.

(2) If it appears to the Local Government Board by that  
return or otherwise that the Weymouth Corporation have failed  
to pay any instalment or annual payment required to be paid or  
to appropriate any sum required to be appropriated or to set  
apart any sum required for any sinking fund (whether such  
instalment or annual payment or sum is required by this Act  
or by the Local Government Board in virtue thereof to be paid  
appropriated or set apart) or have applied any portion of any  
sinking fund to any purposes other than those authorised the Local  
Government Board may by order direct that the sum in such  
order mentioned not exceeding double the amount in respect of  
which default has been made shall be paid or applied as in  
such order mentioned and any such order shall be enforceable  
by writ of Mandamus to be obtained by the Local Government  
Board out of the High Court.

**97.** Notwithstanding anything contained in this Act or A.D. 1909. shown upon the deposited plans the Company shall not purchase or acquire any greater areas of the following common or commonable lands than the areas hereinafter mentioned in connection therewith (that is to say):—

Provisions  
as to com-  
mon lands.

Parish or Parishes.	Description of Common Land.	Area to be taken.
Hammersmith and Acton - - -	Wormwood Scrubbs -	9½ acres.
Hungerford - - - -	Hungerford Common -	8 square perches.
Llangennech - - - -	Llangennech Common -	2 roods.

And the Company shall before entering upon the said lands in lieu of paying compensation therefor add to the said commons respectively adjoining lands belonging to the Company or acquired by them for that purpose being of equal area with the portion of the said commons respectively required to be taken by them as aforesaid and such lands shall be thrown into and form part of the commons from which such portion was taken and shall be subject to the common and other rights now enjoyed over or in respect of the said portion :

Provided that the Company shall remove any trees and shrubs growing upon the portion of Wormwood Scrubbs acquired by them under the powers of this Act and so far as such trees and shrubs are reasonably suitable for the purpose shall transplant the same in the area of land to be added to Wormwood Scrubbs in accordance with the provisions of this section.

The Company shall not purchase or acquire any portion of the common or commonable lands known as Link Common in the parishes of Great Malvern and Malvern Link but they may enter upon and use so much (not exceeding an area of 1 rood) of the said lands as may be required for the purposes of the alteration of the levels of the road at Malvern Link Station by this Act authorised.

For the purpose of providing lands to be added to the said common lands under this section the Company may subject to the provisions of this Act enter upon take and use any of the lands delineated on the deposited plans and described in the deposited books of reference.

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Saving for  
War Depart-  
ment.

**98.** Nothing in this Act contained shall authorise the Company to enter upon use or interfere with Wormwood Scrubbs or any portion thereof or otherwise to enter upon use or interfere with any land soil or water or any right in respect thereof vested in or exercised or exerciseable by His Majesty's Principal Secretary of State for the War Department or to take away lessen prejudice or alter any of the rights privileges or powers vested in or exercised or exerciseable by the said Principal Secretary of State for the War Department without his previous consent signified in writing under his hand and which consent the said Principal Secretary of State for the War Department is hereby authorised to give subject to such special or other conditions as he shall see fit to impose.

Stopping up  
roads and  
footpaths in  
case of  
diversion or  
making of  
new road or  
footpath.

**99.** Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath in substitution for an existing road or footpath or portion thereof and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until such new road or footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road or footpath is situate seven days notice in writing of their intention to apply for the same.

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing road or footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road or footpath stopped up as far as the same is bounded on both sides by lands of the Company:

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall



be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement. A.D. 1909.

**100.** Where the Company are authorised by the sections of this Act of which the marginal notes are "Power to make new roads and alterations of roads footpaths &c." and "Power to Company to acquire additional lands" to stop up a road or footpath or portion thereof without providing a substitute such stopping up shall not take place unless the Company are owners in possession of all houses and lands on both sides thereof except so far as the owners lessees and occupiers of such houses and lands may otherwise agree and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the sites of the portions of roads and footpaths so stopped up:

As to stopping up roads and footpaths without providing substitutes.

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

**101.** All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished Provided that the Company or the two Companies or the Bala and Festiniog Company or the Weymouth Company or the lessee companies as the case may be shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to private rights of way over lands taken compulsorily.

**102.** The new roads streets footpaths and highways to be made under the authority of this Act (other than roads streets footpaths or highways made or diverted for the purposes of any new railway authorised by this Act and in the case of other roads streets or footpaths except the stone steel or other structure of any bridge carrying the same over or under any such railway which structure except where otherwise expressly provided by this Act shall be repaired and maintained by and at the expense of the Company) shall unless otherwise agreed or

Provision as to repair of new roads and footpaths.

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A.D. 1909. — otherwise specially provided by this Act when made and completed respectively be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portions of the same roads streets and footpaths now devolves.

Power to  
make agree-  
ments as to  
construction  
of or contri-  
bution  
towards cost  
of new roads  
&c.

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

Power to  
deviate in  
construction  
of works.

**104.** The Company or the two Companies or the Weymouth Company or the lessee companies as the case may be may in constructing the works by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the new roads streets and other similar works shown on the deposited sections to any extent not exceeding three feet or (if the work be situate in any town village street or land continuously built upon) two feet but not so as to increase the rate of inclination of any new road or street beyond that prescribed by this Act where such rate is steeper than the rate of inclination prescribed by the Railways Clauses Consolidation Act 1845 and where such rate of inclination is less than that so prescribed it may be increased to such prescribed rate except where otherwise expressly provided by this Act:

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

Period for  
completion  
of railways.

**105.** If the railways are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company or the Weymouth Company or the lessee companies as the case may

be for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed. A.D. 1909.

**106.** If the Company or the Weymouth Company or the lessee companies as the case may be fail within the period limited by this Act to complete the railways by this Act authorised and which they are respectively empowered to construct or any of them and open the same other than Railway No. 7 for the public conveyance of passengers and Railway No. 7 for public traffic they shall respectively be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway or railways is or are completed and opened for the public conveyance of passengers or public traffic as the case may be or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works. Imposing penalty unless railways opened.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854.

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

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company or the Weymouth Company or the lessee companies as the case may be were prevented from completing or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

**107.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or other- Application of penalty.

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A.D. 1909. — wise rendered less valuable by the commencement construction or abandonment of the railway in respect of which the penalty has been incurred or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company or the Weymouth Company or the lessee companies as the case may be by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit.

If no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company or the Weymouth Company or the lessee companies as the case may be are insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company or the Weymouth Company or the lessee companies as the case may be for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company or the Weymouth Company or the lessee companies as the case may be.

Period for compulsory purchase of lands.

**108.** The powers of this Act for the compulsory purchase of lands by the Company or by the two companies or by the Bala and Festiniog Company or by the Weymouth Company or by the lessee companies (as the case may be) shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements &c.

**109.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company or to the two Companies or to the Bala and Festiniog Company or to the Weymouth Company or to the lessee companies (as the case may be) any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for any of the purposes of this Act to be executed by them respectively in over or affecting any such lands and the provisions of the said

Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. A.D. 1909.

**110.** And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

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

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the first part of the Second Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties" :
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether

A.D. 1909.

any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice

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or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit. A.D. 1909.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

The provisions of this section shall apply and extend to the two Companies as if those companies and the second part of the said schedule had been referred to therein instead of the Company and the first part of the said schedule and to the Weymouth Company or the lessee companies as the case may be as if those companies and the third part of the said schedule had been referred to therein instead of the Company and the first part of the said schedule.

Provided that this section shall not entitle the Company to take or interfere with the main structure of any house forming part of the properties numbered on the deposited plans 19 and 31 in the parish and urban district of Risca 56 in the parish of Coedfrank 28 and 29 in the parish and urban district of Redruth 5 6 7 and 8 in the parish and borough of Newbury 2 to 12 inclusive in the parish of Kidderminster Borough 3 3A 3B 5 5A 5B 5c 7 and 9 in the parish and urban district of Pontypool 10 in the parish of Llanhilleth in the urban district of Abertillery or 10 and 11 in the parish and urban district of Risca.

**111.** The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid

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

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A.D. 1909. — and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

Abatement  
of work  
abandoned  
or decayed.

**112.** If a work constructed by the Company on in over through or across tidal lands or tidal water is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

Survey of  
works by  
Board of  
Trade.

**113.** If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company on in over through or across tidal lands or tidal water or of the intended site of any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

Extension of  
time for com-  
pletion of  
Windsor and  
Ascot Rail-  
way.

**114.** The time limited by the Windsor and Ascot Railway Act 1898 as extended by the Great Western Railway Act 1904 for the completion of so much of the railways authorised by the said Act of 1898 as is not by the said Act of 1904 authorised to be abandoned and the time limited by the said Act of 1904 for the completion of the deviation authorised by the said Act of 1904 of Railway No. 2 authorised by the said Act of 1898 are hereby extended for a period of three years from the twenty-sixth day of July 1909 and sections 91 and 92 of the Great Western Railway Act 1901 and sections 50 and 51 of the said Act of 1904 shall be read and construed as if the time limited by this Act for the completion of the said railways had been the time limited by the said Acts of 1901 and 1904 respectively for the completion thereof.

If the said railways deviation and works are not completed within the period limited by this Act with reference thereto then



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on the expiration of that period the powers of the said Acts of A.D. 1909.  
1898 and 1904 and this Act granted to the Company for making  
and completing the same shall cease except as to so much thereof  
respectively as shall be then completed.

**115.** The time limited by the New Railways Act 1905 for Extension of  
the completion of Railways Nos. 2 3 and 4 by that Act autho- time for com-  
rised is hereby extended for a period of three years from the pletion of  
eleventh day of July 1910 and sections 54 and 55 of the said certain rail-  
Act shall be read and construed as if the time limited by this ways autho-  
Act for the completion of the said railways had been the time rised by New  
limited by the said Act of 1905 for the completion thereof. Railways  
Act 1905.

If the said railways are not completed within the period  
limited by this Act with reference thereto then on the expiration  
of that period the powers by the said Act of 1905 as extended  
by this Act granted to the Company for making and completing  
the same shall cease except as to so much thereof respectively  
as shall be then completed.

**116.** The Company with respect to lands acquired by them Extending  
under the powers of any Act relating to the undertaking of the time for sale  
Company may notwithstanding anything to the contrary in the of super-  
Lands Clauses Consolidation Act 1845 or in any Act relating to fluous lands.  
the Company with which that Act is incorporated retain and  
hold any lands acquired by them and which have not yet been  
applied to the purposes for which they were acquired for the  
periods following (that is to say) As regards such of the lands  
as are situate near to or adjoining any railway or station of the  
Company or as they may be of opinion that they may require  
for the purposes of stations sidings or other conveniences for the  
period of ten years from the passing of this Act and as regards  
the other of the said lands for the period of two years from the  
passing of this Act.

But the Company shall at the expiration of such respective  
periods of ten years and two years proceed bonâ fide to the sale  
and disposal of all such parts of those lands respectively as  
shall not then have been applied to or are not then required for  
the purposes aforesaid.

**117.**—(1) For the purposes of and in connection with the Provisions  
substitution of an open cutting for a tunnel on the Birmingham as to aban-  
Wolverhampton and Dudley Railway of the Company by this donment of  
portion of

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A.D. 1909. Act authorised the Birmingham Canal Company may as from the passing of this Act abandon and discontinue so much of the Soho Branch of their canal as extends for a distance of one hundred and twenty yards or thereabouts from the north-eastern extremity of the said branch and as from the said date all liability of the Birmingham Canal Company to maintain the said portion of the said branch and all statutory and other rights powers and obligations in respect thereof together with all or any rights of way over or along the same shall cease and determine.

Soho Branch  
of Birmingham Canal  
and incidental  
matters.

(2) The Company may purchase and the Birmingham Canal Company may sell all or any part of the lands of the Birmingham Canal Company held or occupied in connection with the said portion of the said branch and the Company may acquire and convey to the Birmingham Canal Company and the Birmingham Canal Company may purchase any part or parts of the lands shown on the deposited plans and described in the book of reference relating to the said substitution of an open cutting for tunnel which are not or may not eventually be required by the Company and the Birmingham Canal Company notwithstanding any provisions with respect to superfluous lands contained in any Act relating to that company may sell and dispose of all or any part of the site of the said portion of the said branch and all or any lands belonging to or held by them in connection therewith or for the purposes thereof at such time or times and to such person or persons as they may think fit.

(3) As from the date of the passing of this Act any obligation which the Company may be under with respect to the construction and maintenance of the portion of railway passing under the said branch or the lengthening of the bridge carrying the said branch over the said railway shall cease and determine.

(4) The Company and the Birmingham Canal Company may enter into and carry into effect agreements with respect to all or any of the matters aforesaid.

(5) As from the date of the purchase by the Company of all or any part of the lands of the Birmingham Canal Company held or occupied in connection with the said portion of the said branch the provisions of the agreement made the 9th day of July 1868 between Her late Majesty's then Postmaster-General of the one part and the Company of the other part shall extend and apply to the said lands and to the Company and the Postmaster-General in respect thereof in lieu of the provisions of an

indenture of the 4th day of February 1874 between the Birmingham Canal Company of the one part and the Right Honourable Lyon Playfair C.B. then Her late Majesty's Postmaster-General of the other part. A.D. 1909.

**118.** And whereas under and by virtue of the Manchester and Milford Railway (Leasing) Act 1906 the undertaking of the Manchester and Milford Railway Company is leased to and worked by the Company and it is expedient that provision should be made for a station at Aberystwyth for the use (during the residue of the term of such lease) of the Company as such lessees and of the Cambrian Railways Company jointly Therefore be it enacted as follows:—

Provision as to joint station at Aberystwyth.

- (1) In this section "the signed plan" means the plan signed by William Wylie Grierson on behalf of the Company and George Champion McDonald on behalf of the Cambrian Railways Company:
- (2) There shall be appropriated for the residue of the term of such lease for the purpose of a station at Aberystwyth for the joint use of the Company and the Cambrian Railways Company—
  - (a) The lands and works at present existing belonging to the Cambrian Railways Company delineated on the signed plan and edged yellow;
  - (b) The lands and works at present existing belonging to the Manchester and Milford Railway Company and comprised in the said lease to the Company delineated on the signed plan and edged green:
- (3) The Company and the Cambrian Railways Company may make and maintain upon the said lands belonging to the Cambrian Railways Company and the Manchester and Milford Railway Company respectively extensions and alterations to the said works including the extensions and alterations shown on the signed plan and coloured red and may apply their funds to that purpose:
- (4) The said lands and works including the said extensions and alterations shall be and form the joint station of the Company and the Cambrian Railways Company and

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each of those companies shall for the residue of the term of such lease have the use of and be jointly interested in such station for the accommodation of their traffic of every description and in such use each of the said companies shall be entitled to all such accommodation and facilities as may be required by them without preference or priority :

- (5) The Company and the Cambrian Railways Company may enter into and carry into effect agreements for and with reference to such joint station and with respect to the working management maintenance and use thereof and the division and apportionment of tolls rates and charges the erection or alteration of buildings the apportionment of the expenses of providing maintaining and working such station and otherwise in relation thereto and the agreement dated the eighteenth day of February one thousand nine hundred and nine and made between the Company of the one part and the Cambrian Railways Company of the other part as set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the parties thereto and may and shall be carried into effect :

- (6) The Company and the Cambrian Railways Company may if they think fit appoint a joint committee for the purpose of working managing maintaining and using such joint station and may enter into and carry into effect agreements with respect to the appointment powers duties and proceedings of such joint committee.

Power to  
raise ad-  
ditional  
capital.

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

As to dis-  
posal of new  
shares or  
stock,

**120.** Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may in issuing any portion of the additional capital by this Act authorised dispose

of all or any of the shares or stock representing the same at such time to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company.

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**121.** If the Company after having created any new shares or stock under the provisions of this Act or any other Act or Acts of Parliament relating to the Company or to any company amalgamated therewith determine not to issue the whole of the shares or stock created they may cancel the unissued shares or stock and may from time to time thereafter create and issue instead thereof other new shares or stock of an aggregate amount not exceeding the aggregate amount of the shares or stock so cancelled and in like manner the Company may create and issue new shares or stock in lieu of any new shares or stock which may have been issued and redeemed or in lieu of any certificate entitling the holder to be registered in respect of shares or stock.

Power to  
cancel un-  
issued shares  
or stock.

**122.** The Company shall not issue any share of less nominal value than ten pounds 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.

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

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

Except as  
otherwise  
provided  
new shares  
or stock to  
be subject to  
same inci-  
dents as  
other shares  
or stock.

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

Dividends on  
new shares  
or stock.

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Restriction as  
to votes in  
respect of pre-  
ferential shares  
or stock.

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

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

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

Power to  
borrow.

**127.** The Company may in respect of the additional capital of one million pounds which they are by this Act authorised to create and issue borrow on mortgage of their undertaking any sum not exceeding in the whole three hundred and thirty-three thousand pounds but no part thereof shall be borrowed until shares for so much of the said capital as is to be created by means of shares are issued and accepted and one-half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of that capital have been issued and accepted and that one-half of that capital has been paid up and that not less than one-fifth part of the amount of each separate share in that capital has been paid on account thereof before or at the time of the issue or acceptance thereof or until stock for one-half of so much of the said additional capital as is to be created by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient

he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof. A.D. 1909.

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

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

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

**131.** The Company may apply to all or any of the purposes of this Act to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose or which being so made applicable are not required for the special purpose. And the Company may for the general purposes of their undertaking and for the more efficient working of their traffic issue any shares or stocks which under the authority of any Act passed prior to the present session of Parliament the Company may have created or may hereafter create but which Power to Company to apply funds to purposes of Act.

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A.D. 1909. are not or may not be required for the special purposes for which such shares or stocks respectively were authorised to be created  
Provided that all money raised by the issue of such shares or stocks shall be applied only to purposes to which capital is properly applicable.

Power to other companies to apply funds to purposes of Act.

**132.** The Midland Railway Company the Bala and Festiniog Company and the Birmingham Canal Company respectively may apply to the purposes of this Act which they are empowered to carry into execution and to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any of their Acts and which may not be required for the purposes to which they are by those Acts made specially applicable.

Interest not to be paid on calls paid up.

**133.** No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

**134.** The Company shall not out of any money by this Act authorised to be raised by them pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

**135.** Nothing in this Act contained shall exempt any Company upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by any such Company.

Crown rights.

**136.** Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular



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nothing herein contained authorises the Company to take use or A.D. 1909.  
in any manner interfere with any portion of the shore or bed  
of the sea or of any river channel creek bay or estuary or any  
land hereditaments subjects or rights of whatsoever description  
belonging to His Majesty in right of His Crown and under the  
management of the Commissioners of Woods or of the Board of  
Trade respectively without the consent in writing of the Com-  
missioners of Woods or the Board of Trade as the case may be  
on behalf of His Majesty first had and obtained for that purpose  
(which consent the said Commissioners and Board are hereby  
respectively authorised to give).

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

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SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

Stamp.

Ten  
shillings.

AN AGREEMENT made the thirty-first day of December 1908 between the MAYOR ALDERMEN AND BURGESSES of the Borough of Weymouth in the county of Dorset (hereinafter called "the corporation") of the first part the GREAT WESTERN RAILWAY COMPANY and the LONDON AND SOUTH WESTERN RAILWAY COMPANY (hereinafter called "the lessees") of the second part and the WEYMOUTH AND PORTLAND RAILWAY COMPANY (hereinafter called "the grantees") of the third part.

WHEREAS it is proposed to deviate the viaduct carrying the Weymouth and Portland Railway over that part of Weymouth Harbour known as the "Backwater" as shown upon the plan hereto annexed :

And whereas the Corporation are desirous of carrying out a scheme of reclamation and improvement of certain portions of the said Backwater and it has been agreed between the parties hereto at the request of the corporation that the works and things hereinafter mentioned should be carried out contemporaneously with such deviation :

And whereas by virtue of the ancient charters of the corporation the lands shown on the said plan and thereon coloured red and coloured blue together with the site of the new viaduct intended to be constructed as aforesaid are vested in the corporation in fee simple subject so far as the rights of navigation are concerned to the control of the Board of Trade (whose approval to the said proposals has been already obtained) :

And whereas the land coloured green and also the piece hatched red on the said plan are vested in the grantees in fee simple free from incumbrances but subject to an agreement dated the 18th March 1862 under which their undertaking and property are managed and worked by the lessees jointly :

And whereas for the purpose of effectuating such proposals the grantees and the lessees with the consent of the corporation intend to apply to Parliament for powers to carry out the works and proposals herein appearing :

Now these presents witness and subject to the sanction of A.D. 1909,  
Parliament being obtained thereto it is hereby agreed and declared  
by and between the parties hereto as follows:—

1. In consideration of the premises and of the agreements by the lessees and the grantees hereinafter contained the corporation hereby agree to convey unto the grantees in fee simple free from incumbrances first all those pieces of land situate in the borough of Weymouth and Melcombe Regis in the county of Dorset forming part of the bed of that part of the harbour known as the "Backwater" which said pieces of land are more particularly delineated on the said plan hereto annexed and thereon coloured red (except such parts thereof as are already vested in the grantees as part of their existing viaduct) And also the sites of the pillars or supports of the intended new viaduct shown upon the said plan and thereon marked with red circles And secondly full right and liberty to construct and form in connection with the said deviation and works all necessary embankments by tipping or otherwise and to construct and make all necessary roads buildings and conveniences for the purposes of their undertaking and the station intended to be erected by the lessees And also the right to lay maintain and use a temporary timber gantry subject to the reasonable approval of the surveyor of the corporation during construction across the Backwater and place all necessary staging round the piers of the new viaduct for the purpose of sinking the same and also the right at all times to use all necessary apparatus or appliances on the said Backwater for the purpose of maintaining the said piers viaduct and embankments and thirdly full and free right and liberty for the grantees or the lessees to construct maintain and use such intended new viaduct in upon and over the site thereof shown on the said plan Together also with the right of support to the said viaduct and works upon the lands and hereditaments hereinbefore described from the mines and minerals if any in and under the lands of the corporation Provided always that if at any time the said viaduct shall be abandoned and cease to be used for the purposes of a railway it shall be removed by the lessees or grantees without expense to the corporation and the grantees agree to reconvey to the corporation without expense to the corporation the said pieces of land and sites of pillars hereby agreed to be conveyed to the grantees.

2. In consideration of the premises and of the conveyance so agreed to be made by the corporation the grantees and lessees according to their respective estates and interests as aforesaid hereby agree to convey unto the corporation All that piece of land forming part of the site of the existing viaduct more particularly delineated on the said plan and thereon hatched red except the mines and minerals if any for all such estate and interest as the grantees or lessees have therein.

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3. The lessees with the privity and consent of the grantees and at the request of the corporation and in part consideration of the conveyance so agreed to be made as aforesaid hereby agree with the corporation that they will in the course of the construction of their works construct at their own expense but on behalf of the corporation partly on land of the grantees and partly on land of the corporation coloured blue on the said plan (to be provided by the corporation free of all costs or claims against the lessees or grantees) to the reasonable satisfaction of the surveyor to the corporation a concrete wall in the position shown on the said plan from the point A to the point D with a footway under the line of railway (such concrete wall and footway to be maintained by and at the expense of the corporation) and also will construct and form in such wall where shown on the said plan an opening 4 feet square at least to be used in connection with a culvert also shown on the said plan to be constructed and maintained by the corporation in accordance with an agreement entered into with Messrs. Betts & Company for the purpose of giving access to their timber pond And the lessees also agree to duly carry out and perform all the works to be done by them shown on and in accordance with the plan approved by the Board of Trade and marked Drawing No. 1 subject to any variation in the construction of the said concrete wall as may be agreed between the corporation and the lessees.

4. The corporation hereby agree with the grantees and lessees that they will at their own cost reclaim and properly fill up the land coloured blue on the said plan situate between the Commercial Road and the concrete wall proposed to be built by the lessees as aforesaid and that in carrying out the work they will not do or commit or suffer any act or thing which may be or grow to be an annoyance damage or disturbance to the grantees or lessees or to traders or persons frequenting their railway and premises And also that the corporation will at all times maintain the said concrete wall and footway and the surface of the footpath 10 feet in width intended to be constructed and formed by the lessees along the western side of their proposed new embankment between the points A and B on the said plan the corporation and the public generally having the right at all times to use the said footpath and to pass therefrom under the said railway to the land lying to the south-east of the latter.

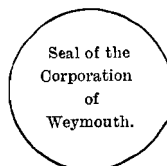
5. The lessees or one of them shall in the next General Powers Bill promoted by them in Parliament include the necessary powers for carrying into effect the terms of this agreement including if considered advisable its confirmation subject to such alterations as Parliament may think fit to make therein each party hereto undertaking to use their best endeavours to obtain the granting of such powers Provided always that the lessees shall be at liberty at any time during

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the progress of the Bill through Parliament to withdraw the same or all or any of the said powers. A.D. 1909.

In witness whereof the corporation the lessees and the grantees have caused their respective common seals to be hereunto affixed the day and year first above written.

The common seal of the corporation of Weymouth }  
was hereunto affixed in the presence of }  
H. A. HUXTABLE Town Clerk  
Weymouth.



The common seal of the Great Western Railway }  
Company was hereunto affixed in the presence of }  
G. K. MILLS Secretary.



The common seal of the London and South }  
Western Railway Company was hereunto affixed in }  
the presence of }  
GODFREY KNIGHT Secretary.



The common seal of the Weymouth and Portland }  
Railway Company was hereunto affixed in the }  
presence of }  
J. T. MILLS Director.  
GRAHAM BLUNT Secretary.



## SECOND SCHEDULE.

### FIRST PART.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY BE REQUIRED  
TO BE TAKEN BY THE COMPANY.

Area.	No. on deposited Plans.	Description of Property.
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#### RAILWAY (No. 6).

Parish and urban district of Risco -	4	Garden path stream and banks.
	5	Garden.
	25	Gardens.
	26	Gardens fowlhouses pigsties and closets.
	29	Garden.

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Area.	No. on deposited Plans.	Description of Property.
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RAILWAY (No. 6)—*continued.*

Parish and urban district of Risca -	39	Footpath occupation road and land by side portion of tramway brick-kiln and hauling apparatus.
	41	Gardens forecourts and pigsties.
	42	Garden slope drain and pigsties.
	44	Cottage garden outbuildings and stream.

RAILWAY (No. 7).

Parish and urban district of Risca -	12	Garden.
	14	Garden.
	19	House approach garden outbuildings stable and coachhouse.
	31	House garden and outbuildings.
	34	Garden coalhouse and fowlhouse.
	48	Garden.
	49	Garden.
	50	Gardens.
	51	Garden.
	52	Garden ruin and ditch.
	53	Garden.
	53A	Gardens.
	56	Garden and shed.
	57	Garden and sheds.
	58	Garden and outbuildings.
	58A	Garden and outbuildings.
	58B	Garden and outbuildings.
	58C	Garden and outbuildings.
	58D	Garden and outbuildings.
	58E	Garden and outbuildings.
	58F	Garden and outbuildings.
	58G	Garden and outbuildings.
Parish and urban district of Abercarn.	1	Field stream and ditch.
	2	Garden.
	11	Garden and closet.

RAILWAY (No. 8).

Parish of Coedfrank in the rural district of Neath.	47	Garden sheds and washhouse.
	50	Garden washhouse and outbuildings.
	54	Garden and passage.
	55	Garden and passage.
	56	House and outbuildings.
	58	Garden.
	59	Gardens.
	60	Garden.
	61	Garden.
	62	Garden and shed.
	63	Garden.
	64	Garden and shed.
	66	Garden.
	67	Garden.

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Area.	No. on deposited Plans.	Description of Property.
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WIDENING (No. 2).

Parish and urban district of Mynyddyslwyn.	7	Garden stream and banks.
	7A	Cottage forecourt and garden.
	7B	Cottage garden forecourt stream and banks.
	10	Forecourts and gardens.
	12	Garden.
	16	Cottage and forecourt.
	16A	Cottage and forecourt.
	16B	Cottage and forecourt.
	16C	Cottage and forecourt.
	16D	Cottage and forecourt.
	16E	Cottage and forecourt.
	19	Gardens approach to cottages.
	21	Cottage forecourt garden and out-building.
	21A	Cottage forecourt garden and out-building.
	22	House forecourt garden and out-buildings.
	23	House forecourt garden and out-buildings.
	24	Gardens outbuildings and stable.
	49	Garden and outbuildings.

ADDITIONAL LINES OF RAILS BRIDGES ROADS AND LANDS BETWEEN  
PENWEATHERS JUNCTION AND CHACEWATER.

Parish of Kenwyn Rural in the rural district of Truro.	4	Garden and outbuildings.
	19	Garden and orchard.
	59	Garden ground.
	76	Garden.
	91	Garden.
Parish of Kea in the rural district of Truro.	101	Garden.
	2	Orchard.
	5	Orchard walls and abutments.
	43	Garden.
	45	Garden.

ADDITIONAL LINES OF RAILS BRIDGES ROAD AND LANDS BETWEEN SCORRIER  
AND REDRUTH.

Parish of Gwennap in the rural district of Redruth.	9	Garden and sheds.
	10	Garden sheds and yard.
Parish and urban district of Redruth	28	House garden and outbuildings.
	29	House garden and outbuildings.

LENGTHENING AND RECONSTRUCTION OF LADBROKE GROVE ROAD BRIDGE.

Parish and Royal metropolitan borough of Kensington.	2	Yard area and steps.
	4	Garden and retaining wall.
	6	Yard and dustbins.
	12	Private pavement and grating.
	14	Private pavement and grating.
	16	Private pavement and gratings.
	17	Area and steps.

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Area.	No. on deposited Plans.	Description of Property.
Lengthening and Reconstruction of Ladbroke Grove Road Bridge— <i>continued</i> .		
Parish and Royal metropolitan borough of Kensington.	18	Area and steps.
	19	Area and steps.
	20	Area and steps.
	21	Private pavement and grating.
	22	Private pavement and gratings.
	23	Private pavement and grating.
	24	Private pavement and grating.
	25	Pavement and cellar flap.

LENGTHENING OF BRIDGE DIVERSION OF ROAD AND LANDS AT NEWBURY.  
LENGTHENING OF BRIDGE.

Parish and borough of Newbury -	1	Gasworks yard hut sidings garden and steps.
	5	House gardens and outbuildings.
	6	House gardens and outbuildings.
	7	House gardens and outbuildings.
	8	House gardens and outbuildings.
Parish of Greenham in the rural district of Newbury.	9	Garden.
	2	Chapel and garden.

DIVERSION OF ROAD.

Parish and borough of Newbury -	4	Garden.
	5	Forecourt.

LANDS.

Parish and borough of Newbury -	4	Garden.
	5	Garden.
	7	Ornamental grounds bank and footpath.
	8	Ornamental grounds entrance gates sheds and footpath.

LENGTHENING OF BRIDGE AND ALTERATION OF LEVELS OF ROAD AT TOTNES.

Parish and borough of Totnes -	3	Garden.
	5	Garden and gateway.

LENGTHENING OF BRIDGE AT HEREFORD.

Parish of St. Nicholas in the borough of Hereford.	1	Orchard.
	2	Garden.
	3	Entrance to stable yard approach to public-house and forecourt.

WIDENING OF BRIDGE AND LANDS NEAR SWINDON.

Parish and borough of Swindon -	3	Timber yard.
	5	Timber yard and telephone posts and wires.

WIDENING OF BRIDGE AND LANDS AT KEYNSHAM.

Parish of Keynsham in the rural district of Keynsham.	15	Orchards sheds and river.
	17	Garden and sheds.



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Area.	No. on deposited Plans.	Description of Property.
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WIDENING OF BRIDGES AND LANDS AT NEWTON ABBOT.

Parish of High Week in the Urban district of Newton Abbot.	8	Clay stores yard wharf and banks.
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BRIDGE AND LANDS AT STROUD.

Parish of Stroud in the urban district of Stroud.	1	Yard wingwalls to arches telegraph posts and wires.
	3	Entrance way to house and area.
	4	Entrance way to house and area.
	5	Entrance way to house and area.
	6	Area steps.
	7	Road pavement and cellars under.
	9	Garden and retaining wall.
	10	Garden summerhouse shed litter pit and retaining wall.
	13	Shed.
	14	Yard and sheds.
	16	Storehouse and loft.
	17	Garden.
	18	Garden.
	19	Garden and greenhouse.
	20	Garden.
	21	Garden.
	22	Garden.
	23	Garden and washhouse.
	29	Garden telephone posts and wires.
	30	Garden.
	31	Garden.
	33	Garden.
	34	Garden and footpath.
	35	Garden and storehouse.
	36	Garden and shed.
	37	Garden.
	38	Garden.
	39	Garden.
	40	Garden.
	41	Garden.
	42	Garden lawn courtyard and out-buildings.
	44	Garden and fowlrun.

WIDENING OF BRIDGE NEAR GRESFORD.

Parish of Gwersylt in the rural district of Wrexham.	5	Garden.
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BRIDGES FOOTPATH AND LANDS AT NEWPORT.

Parish and county borough of Newport.	1	Garden stable and cartshed.
	12	Wheelright's yard smithy and closet.
	13	Public-house forecourt stable and yard.
	14	Yard and urinal.
	34	Garden and closet.
	35	Garden and closet.
	36	Garden and closet.
	37	Garden and closet.

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Area.	No. on deposited Plans.	Description of Property.
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WIDENING OF BRIDGE AT RISCA.

Parish and urban district of Risca -	8	Garden paths stream and banks.
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BRIDGE AND LANDS AT ABERCARN.

Parish and urban district of Abercarn	6	Rough land by side of river approach to cottages gardens and out-buildings.
	10	Yard.
	10A	Yard.
	17	Rough land and telephone posts and wires.

BRIDGES AND LAND NEAR BRITON FERRY ROAD STATION.

Parish of Coedfrank in the rural district of Neath.	32	Approach yard garden and footpath.
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ALTERATION OF LEVELS OF ROAD AT KIDDERMINSTER.

Parish of Kidderminster Borough in the borough of Kidderminster.	2	House office and forecourt.
	3	House shop and forecourt.
	4	House shop and forecourt.
	5	House shop and forecourt.
	6	House shop and forecourt.
	7	House forecourt and side entrance.
	8	House and forecourt.
	9	House forecourt and side entrance.
	10	House forecourt and side entrance.
	11	House shop and forecourt.
	12	House shop forecourt and side entrance.
	15	Garden.
	16	Garden.
	17	Gardens and entrance gates.

ALTERATION OF LEVELS OF ROAD AT PONTYPOOL.

Parish and urban district of Pontypool.	2A	Forecourt to hotel.
	3	Cottage and forecourt.
	3A	Cottage and forecourt.
	3B	Cottage and forecourt.
	5	Cottage outbuildings and yards.
	5A	Cottage and yard.
	5B	Cottage.
	5C	Cottage.
	7	House and garden.
	9	House and forecourt.
	10	Coachhouse stable and garden.
	11	Garden and approach to houses.
	12	House and forecourt.

ALTERATION OF LEVELS OF ROAD AT ROGERSTONE.

Parish of Rogerstone in the rural district of St. Mellons.	4	Cottage gardens outbuildings and land by side of road.
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Area.	No. on deposited Plans.	Description of Property.
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ROADS AT CRUMLIN.

Parish and urban district of Abercarn.	21	Pavement and land in front of hotel.
	22	Gardens and closets.
	26	Yard and passage.
Parish of Llanhilleth in the urban district of Abertillery.	3	Portion of hotel forecourt and side entrance.
	10	House and approach shop and yard in front and garden.

ALTERATION OF LEVELS OF ROAD AT ABERGARW.

Parish of Llangeinor in the urban district of Ogmore and Garw.	4	Quarry and bank.
	6	House yard and farm buildings.
	12	Brewery yard motor house embankment to road and steps.

CLOSING OF PORTION OF SOHO BRANCH CANAL OPEN CUTTING AND LANDS AT SOHO.

Parish of Birmingham in the county borough of Birmingham.	14	Yard and stables.
	15	Plantation.

LANDS AT GOLBORNE ROAD.

Parish and royal metropolitan borough of Kensington.	1	Approach cellars footpavements and vaults.
	3	Approach and cellars.
	5	Approach and cellars.
	6	Footway approach and cellars.

LANDS AT HIGHBRIDGE.

Parish of Highbridge North in the urban district of Highbridge.	4	Field brickyard and stream.
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LANDS AT DROITWICH STATION.

Parish of St. Nicholas in the borough of Droitwich.	1	Garden and orchard.
	2	Garden ground.

LANDS AT HARTLEBURY JUNCTION STATION.

Parish of Hartlebury in the rural district of Droitwich.	11	Brickyard stores and kiln.
	15	Yard stables garden and outbuilding.
	16	Garden and outbuildings.
	17	Garden and outbuildings.
	19	Garden and pigsty.
	21	Garden fowlrun and pigsty.
	22	Garden and shed.
	23	Garden and outbuilding.
	23A	Garden.

LANDS AND FOOTPATH AT HIGHLEY STATION.

Parish of Highley in the rural district of Cleobury Mortimer.	5	Rough land quarry tips crane and hut.
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LANDS AT WREXHAM.

Parish of Stansty in the rural district of Wrexham.	1	Yard tipping ground and occupation road.
	5	Yard and shed.

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Area.	No. on deposited Plans.	Description of Property.
LANDS AT PONTNEWYNYDD.		
Parish and urban district of Aber-sychan.	5	Spoil heaps and slope to stream.
	6	Land by side of railway stream and banks and disused culvert.
LANDS AT RISCA.		
Parish and urban district of Risca -	8	Garden.
	9	Garden.
	10	House gardens outbuildings drain and pigsties.
	11	House yard garden outbuildings pigsty stream and banks and spring.
LANDS AT CROSSKEYS.		
Parish and urban district of Risca -	7	Gardens and outbuildings.
LANDS AT NEATH.		
Parish and borough of Neath -	2	Brickyard.
LANDS AT AMMANFORD STATION.		
Parish of Ammanford Urban in the urban district of Ammanford.	3	Garden pigsties and outbuildings.
LANDS AT BRYNAMMAN.		
Parish of Llandilo Rural in the rural district of Llandilo Fawr.	3	Coachhouse and fowlhouses.
LANDS AT WHITLAND.		
Parish of Llangan East in the rural district of Whitland.	7	Garden.

SECOND PART.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY  
BE REQUIRED TO BE TAKEN BY THE COMPANY AND THE MIDLAND  
RAILWAY COMPANY.

Area.	No. on deposited Plans.	Description of Property.
BRIDGE AND LANDS NEAR CANNOP COLLIERY WIMBERRY.		
Parish of West Dean in the rural district of West Dean.	1	Waste land stream and banks culvert tip accommodation tramway and bridge abutments.
	3	Tramway and bridge over road.
	4	Waste land sidings shed and weigh-bridge embankment accommodation tramway and bridge abutments.

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THIRD PART.

A.D. 1909.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY  
BE REQUIRED TO BE TAKEN BY THE WEYMOUTH COMPANY OR THE  
LESSEE COMPANIES.

Area.	No. on deposited Plans.	Description of Property.
DEVIATION OF THE WEYMOUTH AND PORTLAND RAILWAY AND WALL OR EMBANKMENT AT WEYMOUTH.		
Parish of Weymouth in the borough	4	Garden and outbuildings.
of Weymouth and Melcombe	5	Garden.
Regis.	6	Garden.
	12	Garden.

THIRD SCHEDULE.

ARTICLES OF AGREEMENT made the eighteenth day of February  
1909 between the GREAT WESTERN RAILWAY COMPANY of the  
one part and the CAMBRIAN RAILWAYS COMPANY of the other  
part.

Stamp.

Ten  
shillings.

WHEREAS the Cambrian Railways Company (hereinafter called "the  
Cambrian Company") own and work a system of railways in Wales  
which extend amongst other places to Aberystwyth in the county of  
Cardigan :

And whereas the Manchester and Milford Railway Company (here-  
inafter called "the Milford Company") were incorporated by the  
Manchester and Milford Railway Act 1860 and under the powers of  
that Act and of the Manchester and Milford Railway Act 1865 have  
constructed a railway extending from the Carmarthen and Cardigan  
Railway of the Great Western Railway Company (hereinafter called "the  
Great Western Company") at Pencader in the county of Carmarthen to  
Aberystwyth aforesaid :

And whereas the railway of the Milford Company runs into and  
connects with the station of the Cambrian Company at Aberystwyth  
and the Milford Company are the owners in fee simple of land adjoining  
the said station on which land there are situate certain buildings rails  
and works :

And whereas by the Manchester and Milford Railway (Leasing)  
Act 1906 provision was made for the leasing to the Great Western

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A.D. 1909. Company on the terms and conditions contained in the said Act of the undertaking of the Milford Company for a term of nine hundred and ninety-nine years from the first day of July one thousand nine hundred and six :

And whereas the railway of the Milford Company was duly leased to and is now worked by the Great Western Company under and in pursuance of the provisions of the last-mentioned Act :

And whereas by an agreement made the twenty-second day of February one thousand eight hundred and seventy-seven between the London and North Western Railway Company of the one part and the Cambrian Company of the other part certain arrangements were made with respect to the provision of facilities for traffic by and between the Companies parties thereto and for other purposes :

And whereas the respective Companies parties hereto are desirous of forming a portion of the said land of the Milford Company and the buildings rails and works thereon and the said station of the Cambrian Company into a joint station for the residue of the term of the lease to the Great Western Company of the undertaking of the Milford Company and of procuring all necessary statutory powers in that behalf :

And whereas the Great Western Company are promoting a Bill for the purpose (inter alia) of authorising the formation of such joint station and for obtaining sanction to this agreement :

Now therefore it is agreed as follows :—

1. In and for the purposes of this agreement the following expressions shall have the following meanings (that is to say) :—

(a) “The intended Act” means the Act to be introduced into Parliament by the Great Western Company (inter alia) to confirm and sanction this agreement :

(b) “The commencement of this agreement” means the date on and from which this agreement shall take effect :

(c) “The plan” means the plan hereto annexed and signed by William Wylie Grierson on behalf of the Great Western Company and by George Champion McDonald on behalf of the Cambrian Company :

(d) “The Cambrian land” means the land delineated and coloured yellow on the plan ;

“The Cambrian works” means the station and other buildings and rails and works on the Cambrian land :

(e) “The Milford land” means the land delineated and coloured green on the plan ;

“The Milford works” means the buildings rails and works on the Milford land :

- (f) "The joint station" means the joint station agreed to be formed under and in pursuance of the provisions of this agreement: A.D. 1909.
- (g) "The capital value of the joint station" means the total value according to the provisions of Article 12 hereof of the Cambrian land and works the Milford land and works and the extension works and of any additions to and alterations of the joint station under the provisions of Article 8 hereof:
- (h) "The passenger station" means so much of the joint station as is used solely for the purposes of coaching traffic:
- (i) "The goods station" means so much of the joint station as is used solely for the purposes of traffic other than coaching traffic:
- (j) "General traffic land and general traffic works" mean respectively land and works included in the joint station and used in common for the purposes of coaching traffic and traffic other than coaching:
- (k) "The extension works" means the works referred to in Article 4 hereof:
- (l) "The value of passenger land" means the total value of the land charged to the passenger station under provisions of Article 13 hereof:
- (m) "The value of passenger works" means the total value of the works charged to the passenger station under the provisions of Article 13 hereof:
- (n) "The value of goods land" means the total value of the land charged to the goods station under the provisions of Article 13 hereof:
- (o) "The value of goods works" means the total value of the works charged to the goods station under the provisions of Article 13 hereof:
- (p) "The value of the passenger station" means the value of passenger land and the value of passenger works:
- (q) "The value of the goods station" means the value of goods land and the value of goods works:
- (r) "The passenger proportion" and "the goods proportion" of any item of expenses in respect of any provision of accommodation or rendering of services or otherwise in connection with the joint station is the amount of the fraction of such item equal to the ratio of the user of such accommodation and services for coaching traffic or traffic other than coaching as the case may be to the user thereof for purposes of all traffic:

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A.D. 1909. (s) "The two Companies" means the Great Western Company and the Cambrian Company.

2. The Great Western Company will in consideration of the agreements on the part of the two Companies hereinafter contained appropriate for the purposes of the joint station the Milford land and the Milford works the area of which land is hereby agreed to be 8 acres 3 roods and 12 perches as the same is held by the Great Western Company for the residue of a term of 999 years from the 1st day of July one thousand nine hundred and six.

3. The Cambrian Company will in consideration of the agreements on the part of the two Companies hereinafter contained appropriate for the purposes of the joint station the Cambrian land the area of which is hereby agreed to be 11 acres 0 roods and 10 perches and the Cambrian works for the term of 997 years from the 1st day of July one thousand nine hundred and eight.

4. The Cambrian Company or the Great Western Company as may be agreed on between the two Companies will so soon as practicable after the commencement of this agreement make and execute in and upon the Milford land and the Cambrian land the several works respectively described on the plan and thereon shown in red and the cost thereof shall be borne as hereinafter provided in Article 7 hereof:

Provided always that the construction of any part or parts of such works may be postponed to such time or times as may be agreed between the two Companies or in case of difference settled by arbitration.

5. From and after the commencement of this agreement—

- (1) The Cambrian land and the Cambrian works; and
- (2) The Milford land and Milford works;
- (3) The extension works and any additions to and alterations of the joint station under the provisions of Article 8 hereof as and when constructed shall be a joint station of the two Companies for the term hereinbefore mentioned and shall be deemed to be the joint station as defined in Article 1 hereof and all traffic of the two Companies sent to or from Aberystwyth shall be dealt with at such joint station.

6. The Cambrian Company will on behalf of the two Companies and on the terms hereinafter mentioned maintain and renew the joint station including the signal box or signal boxes with their connections protecting the joint station.

7. The Great Western Company will on or before the first day of April one thousand nine hundred and nine pay into Messrs. Glyn Mills Currie and Company's Bank in Lombard Street in the city of



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London to an account to be opened in the name and to the credit of the chairmen of the two Companies a sum of money equal to half the difference between the value of the Cambrian land and the Cambrian works and the value of the Milford land and the Milford works and if the extensions are carried out by the Great Western Company there shall be paid out of the said account to the Great Western Company from time to time on the certificate of the engineer for the time being of the Great Western Company countersigned by the engineer for the time being of the Cambrian Company that extension works to the value stated in such certificate have been completed a sum equal to one half of such value until a sum equal to one half of the total value of the extension works is paid to the Great Western Company Provided that if any portion of the extension works shall with the consent of the Great Western Company be in fact carried out by the Cambrian Company then on the certificate of the engineer for the time being of the Cambrian Company countersigned by the engineer for the time being of the Great Western Company that extension works to the value stated in such certificate have been completed by the Cambrian Company that company shall be entitled to call upon the Great Western Company to contribute one half of such value and to receive out of the said account an amount equal to the remaining half of such value and subject as aforesaid the balance of the said sum so paid into the said bank by the Great Western Company and the accumulated interest paid by the bank on the said sum shall be paid to the Cambrian Company. A.D. 1909.

8. With the exception of the extension works no addition to or alteration of the joint station shall be made after the commencement of this agreement without the previous consent of the two Companies and the cost of such additions and alterations other than the extension works shall be paid by the two Companies in equal shares.

9. As soon as the sum provided by Article 7 hereof to be paid by the Great Western Company into the account therein mentioned shall have been so paid the two Companies severally or jointly shall be entitled to the full free and equal user and enjoyment of the joint station and every part thereof to all intents and purposes as if the same formed part of the undertaking of each of the Companies.

10. The working arrangements and general management of the joint station shall be made and conducted by the two Companies in such manner as shall from time to time be agreed on between them.

11. The present station master and station staff of the Cambrian Company at Aberystwyth shall be the station master and staff for the joint station and such station master shall have control of the staff of the joint station Vacancies from time to time in each grade of such staff shall be filled by the Great Western Company until one half of

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A.D. 1909. — each grade of the said staff has been nominated by the Great Western Company and thereafter vacancies in each grade including that of station master shall be filled alternately by the nominees of each Company.

12. For the purposes of the apportionment of the expenses of the joint station between the two Companies the value of the Cambrian land and Cambrian works and of the Milford land and Milford works and of any additions to and alterations of the joint station under the provisions of Article 8 hereof shall be deemed to be as follows:—

	£	s.	d.
Cambrian land - - - -	9,557	11	0
Cambrian works - - - -	24,495	0	7
Milford land - - - -	6,000	0	0
Milford works - - - -	2,532	19	9

and in addition thereto the actual cost of the extension works and of any such additions and alterations as from time to time constructed:

Provided always that in case the right of way over the Milford land cannot be closed or diverted to the reasonable satisfaction of the Cambrian Company within six months from the date of this agreement the said sum of 6,000*l.* shall be subject to such deduction as may be agreed or settled by arbitration.

13. The capital value of the joint station shall from time to time be charged against the passenger station and the goods station in manner following (that is to say):—

- (a) The value of land and the value of works used solely for the purposes of coaching traffic shall be charged to the passenger station:
- (b) The value of land and the value of works used solely for the purposes of traffic other than coaching traffic shall be charged to the goods station:
- (c) The value of land and the value of works (exclusive of the engine shed and turntable) used in common for the purposes of coaching traffic and of traffic other than coaching shall be charged against the passenger station and the goods station respectively according to the relative user of such land and works by the said classes of traffic.

14.—(1) The expenses in connection with the joint station shall from time to time be severally borne and paid by the two Companies in manner in this article provided that is to say in each half year—

- (a) Each of the two Companies shall be credited with interest at the rate of four and one half pounds per centum per annum on one half of the capital value of the joint station:
- (b) The Cambrian Company shall be credited with a sum calculated at the rate of two pounds per centum per annum upon the

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*Act, 1909.*

value of all works for the time being comprised in the joint station in respect of the cost of maintenance and renewal thereof incurred by the Cambrian Company under the provisions of Article 6 hereof such rate not being charged on the value of works that have at the time ceased to form part of the joint station : A.D. 1909.

- (c) Each of the two Companies shall be credited with one half of the rents received in respect of the joint station or any part thereof.

(2) The Great Western Company will pay or procure to be paid all rent and other charges attaching to the Milford land and the Cambrian Company will pay all rent and other charges attaching to the Cambrian land.

(3) There shall be severally apportioned against and paid by the two Companies in the proportion of the mean of passengers and trains of the two Companies using the passenger station the aggregate of the following expenses (hereinafter called "passenger station expenses") :—

- (a) Interest at the rate of four and one half pounds per centum per annum on the value of the passenger station :

- (b) A charge for maintenance and renewals of the passenger station calculated as provided by clause (1) (b) of this article on the value of passenger works together with the passenger proportion of the cost of maintenance at the like rate of the general traffic land and works such rate not being charged on the value of passenger works that have at the time ceased to form part of the joint station :

- (c) Wages of staff of the passenger station and the passenger proportion of the wages of the staff engaged on the general traffic land and works :

- (d) Rates and taxes on the passenger station and the passenger proportion of rates and taxes on the general traffic land and works :

- (e) The passenger proportion of all other expenses (including fire-insurance premiums) properly chargeable to coaching traffic (less cloak room and lavatory receipts cab tolls commission on telegrams and other similar receipts at the joint station).

(4)—(1). There shall further be severally paid by the two Companies—

- (a) The sum of 1*d.* for each ton of locomotive coal delivered at the joint station for the use of each Company :

- (b) The sum of 2*d.* for each ton of other materials delivered at the joint station for the use of each Company :

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A.D. 1909.

- (c) The sum of 1s. for each truck of livestock loaded or unloaded at the joint station by or for each Company :

Such payments being made by the Company for whose use such coals or materials have been delivered and for or by whom such trucks have been loaded or unloaded and credited to the joint station account.

- (2) The amount of the payments provided to be made as aforesaid in paragraph (4) (1) of this article shall then be deducted from the total amount of the following expenses (hereinafter called "goods station expenses") :—

- (a) Interest at the rate of four and one half per centum per annum on the value of the goods station :

- (b) A charge for maintenance and renewals of the goods station calculated as provided by clause (1) (b) of this article on the value of the goods works together with the goods proportion of the cost of maintenance at the like rate of the general traffic land and works such rate not being calculated on the value of goods works that have at the time ceased to form part of the joint station :

- (c) Wages of staff of the goods station and the goods proportion of staff engaged on general traffic land and works :

- (d) Rates and taxes on the goods station and the goods proportion of rates and taxes on the general traffic land and works :

- (e) The goods proportion of all other expenses (including fire-insurance premiums) of the joint station properly chargeable to traffic other than coaching traffic (less weighing machine wharf and office rents) :

And the balance of the goods station expenses after deduction as aforesaid of the payments in paragraph (4) (1) of this article shall be apportioned against and paid by the two Companies respectively in the ratio of the tonnage of the ordinary merchandise and minerals received or delivered at the joint station by or for each Company.

- (5) The two Companies will each half year severally pay such fraction of the total amount of the following expenses in connection with the engine shed and turntable in the joint station as is equal to the ratio of the average number of engines of each Company stabled in the said engine shed to the total average number of such engines of both Companies using the joint station (that is to say) :—

- (a) Interest at the rate of four and one half pounds per centum per annum on the capital value of the engine shed and turntable to be agreed between the said William Wylie Grierson and the said George Champion McDonald :

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Act, 1909.

- (b) A charge for maintenance and renewals calculated on the said capital value thereof at the rate of two pounds per centum per annum : A.D. 1909.
- (c) The cost of lighting :
- (d) Any other joint expenses attributable to the said engine shed and turntable.

An engine shall be considered to be stabled when it is taken into the locomotive shed or yard and left there in care of the man in charge.

15. The Cambrian Company will so far as they are able pump an adequate quantity of water for the locomotives of the two Companies and other purposes of the joint station from the pumping station of the Cambrian Company situate beyond the boundaries of the joint station and will not supply water therefrom for any other purpose until the requirements of the two Companies and the joint station have been satisfied. The Cambrian Company shall be paid by the two Companies at the rate of sixpence per thousand gallons for the water so supplied. The traffic departments shall be charged for the water used for station purposes the sum of ten shillings per annum in respect of each watercloset tap or stall to be included in the passenger station expenses or the goods station expenses as the case may be and the balance shall be divided between the Great Western and Cambrian Companies in proportion to the average number of engines of each Company taking water at the joint station.

16. Nothing herein contained shall in any manner take away prejudice or affect any rights powers or privileges of the London and North Western Railway Company under or by virtue of the agreement made the 22nd February 1877 between the London and North Western Railway Company and the Cambrian Company or under the Oswestry and New Town and other Railway Companies (Arrangements) Act 1864 and the Cambrian and the Coast Railways Amalgamation Act 1865.

17. Any dispute between the parties hereto in any way relating to or arising out of this agreement shall be referred to the arbitration of an arbitrator to be appointed failing agreement by the Board of Trade.

18. The Great Western Company will take the necessary steps to have this agreement scheduled to and confirmed by the intended Act and if such shall not be confirmed by the intended Act then by some Act thereafter to be promoted by the Great Western Company.

19. This agreement is subject to such alterations as Parliament may think fit to make therein but if any material alteration therein is made it shall be competent for either the Great Western Company or the Cambrian Company to withdraw the same.

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A.D. 1909.

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

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



G. K. MILLS Secretary.

The common seal of the Cambrian Railways Com- }  
pany was hereunto affixed in the presence of }



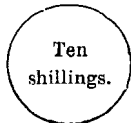
S. WILLIAMSON Secretary.

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FOURTH SCHEDULE.

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Stamp.



AN AGREEMENT made this eleventh day of June one thousand nine hundred and nine between the GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Company") of the first part the MONMOUTHSHIRE COUNTY COUNCIL (hereinafter called "the county council") of the second part and the ABERCARN URBAN DISTRICT COUNCIL (hereinafter called "the district council") of the third part.

WHEREAS it would be to the mutual advantage of the parties hereto and of the public that the roadway which at the present time crosses on the level the railway of the Company at Crumlin should be slightly diverted and carried over such railway and the River Ebbw and the Monmouthshire Canal by means of certain bridges with approaches and other works to be constructed in the position indicated upon the plan hereto annexed :

And whereas the Company have agreed to proceed with the said works so soon as the land necessary therefor has been obtained and the county council have agreed to contribute towards the expense of constructing the said bridges and works as hereinafter mentioned :

And whereas the Company are applying for powers in their Bill promoted by them in the present session of Parliament intituled "The Great Western Railway (General Powers) Bill" to construct the said works and it is intended to schedule this agreement to such Bill :

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Now therefore these presents witness and it is hereby mutually agreed and declared between and by the parties hereto as follows:— A.D. 1909.

1. In consideration of the premises and of the contribution to be made by the county council as hereinafter mentioned the Company will forthwith after the passing of the said Bill into an Act proceed to acquire the necessary lands for the construction of and forthwith proceed to construct the said bridges and approaches and diverted roads as shown on the said plan and will complete the same with all reasonable despatch and shall thereafter at all times maintain the structure of the bridge carrying the said road over the said railway and also the culvert to be constructed in the bed of the portion of the said canal which is to be closed. Provided always that in the event of the Company failing to make reasonable and satisfactory arrangements with the proprietors and other parties interested in the "Railway Hotel" and adjoining property for the rebuilding of the said hotel on an adjoining site they shall be at liberty to construct the new road to connect Railway Place with the Kendon Road on the property lying between the existing hotel and the diverted road and with the best gradient obtainable.

2. During the construction of the said bridge and approaches the Company shall keep open in lieu of the existing main road a temporary road of a width of not less than eight feet which shall cross the railway on the level and they shall be at liberty to close the portion of Kendon Road to be diverted in connection with the said works so soon as the new road connecting the same with Railway Place is completed and shall provide temporary access of a width of not less than eight feet from the said new road to the said temporary level crossing.

3. The county council and the district council agree to the Company carrying out in connection with the construction of the said works such reasonable modifications or alterations thereof or such additions thereto as they may find necessary or expedient to prevent or diminish any injury or damage to the property adjoining or affected by such works.

4. The Company may construct a dwarf retaining wall with parapet fence to preserve at its present level the existing access to the premises situated at the point marked A on the said plan on the western side of the junction of the new road to connect Railway Terrace with Kendon Road so as to afford access to the said premises.

5. In constructing the said bridges and works the Company shall raise the height of any sewer manholes interfered with by the said works to the level of the raised approaches.

6. The county council and the district council shall grant or procure to be granted to the Company free of cost or charge all necessary easements and facilities over and upon their respective properties (if any) for the construction maintenance repair and renewal of the said bridges and

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A.D. 1909. — works so far as the Company are responsible therefor or otherwise in connection therewith and will at all times use their best endeavours to secure that all necessary consents and approvals of any other necessary parties shall be given to the said works. The county council and the district council will at their own expense support the present application to Parliament for the diversion of the said roads and will supply such evidence and assistance as the solicitor to the Company may reasonably require.

7. During the construction of the said bridge and approaches and at such time before the completion thereof as the Company may require the district council shall remove the existing urinal at the junction of High Level Road with Kendon Road and on the completion of the said works shall at their own expense re-erect the same with all necessary sewers and drains &c. on a site to be provided by the district council.

8. Notwithstanding anything shown on the deposited plans the Company may if and for so long as they so desire in lieu of constructing the road between the points marked G and H on the said deposited plans to give access from the diverted main road to Station Road keep open the portion of the existing main road between the said Station Road and the eastern end of the diverted road.

9. The county council shall at all times after the completion of the said bridges and works maintain in good repair and condition the structure of the new bridge over the River Ebbw and the whole of the works forming the main road (other than the structure of the aforesaid bridge over the railway) including the retaining and parapet walls and fences of such river bridge and of the raised approaches and also the surface of the diverted main road coloured brown on the said plan in like manner as the other public roads are maintainable in the district. The district council shall at all times maintain the roads coloured blue on the said plan being the approaches to the said main road on the western side of the said railway bridge from the High Level Road and Kendon Road respectively and also the new road to be constructed to give access from the said Kendon Road to Railway Place together with the structural works and fences of the said roads. The county council and the district council respectively will indemnify the Company from all claims in respect of such repair and maintenance as aforesaid by them respectively undertaken.

10. On the completion of the said works being certified by the county surveyor the county council shall on demand pay to the Company the sum of 2,000*l.* being their agreed contribution towards the cost of the said works.

11. In the event of the said bridge over the railway or works connected therewith or the said culvert to be maintained by the Company as aforesaid being damaged at any time through the acts or defaults of any of the parties hereto or of their servants the cost of making good



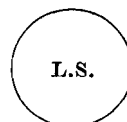
the damage shall be borne by the party in default and the amount of such cost shall in default of agreement between the parties be ascertained in accordance with the provisions of clause 13 hereof Provided always and it is hereby agreed that the Company shall be at liberty to make at their own expense any opening or openings in the parapets of the said bridges or in the parapets or fences of the diverted roads to give access from the diverted roads either to their station or to the property on either side of the diverted roads making good any damage caused thereby. A.D. 1909.

12. The Company shall use their best endeavours to obtain the powers included in their said Bill for carrying out the works the subject of this agreement and to acquire the lands necessary for that purpose subject to clause 6 hereof Provided that the Company shall be at liberty to withdraw the Bill containing such powers if for any reason they may deem it expedient and in the event of such Bill being withdrawn or such powers being refused the Company will use their best endeavours to purchase such land by agreement on reasonable terms.

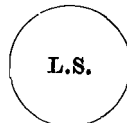
13. Any difference arising under or in connection with this agreement shall be settled by arbitration in manner provided by the Arbitration Act 1889.

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

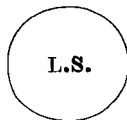
The common seal of the Great Western Railway Com- }  
pany was hereunto affixed in the presence of }  
G. K. MILLS Secretary.



The common seal of the Monmouthshire County Council }  
was hereunto affixed in the presence of }  
P. WILSON RAFFAN a member of the Council.  
H. STAFFORD GUSTARD Clerk of the Council.



The common seal of the Abercarn Urban District }  
Council was hereunto affixed in the presence of }  
RICHARD DAVIES Chairman.  
T. S. EDWARDS Clerk.



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