ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for any Purpose as "The *Anglesey Central* Railway Act, 1863."

8 & 9 Vict. cc. 16. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall, so far as not expressly varied by this Act, be incorporated with and form Part of this Act.

Same Meaning to Words, &c. in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction, and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Subscribers incorporated.

4. *William Bulkeley Hughes*, *Robert George Hughes*, *Owen Jones*, *Benjamin Roose*, *Henry Brasier Mitchell*, *Henry Pritchard*, *John Williams*, *William Evans*, and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking, their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway and Works hereby authorized; and such Company shall be incorporated by the Name of "The *Anglesey Central* Railway Company," (in this Act called "the Company,") and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the incorporated Acts contained.

Capital.

5. The Capital of the Company shall be One hundred and twenty thousand Pounds, divided into Twelve thousand Shares of Ten Pounds each.

Calls.

6. Two Pounds *per* Share shall be the greatest Amount of a Call, and Two Months at the least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share.

7. The

Interest not to be paid on Calls paid up.

7. The Company shall not out of any Money by this Act authorized to be raised by Calls in respect of Shares or by the Exercise of any Power of borrowing pay Interest or Dividends to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

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

Power to borrow on Mortgage.

9. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the aggregate Forty thousand Pounds, but no Part thereof shall be borrowed until the whole of the said Capital of One hundred and twenty thousand Pounds shall have been subscribed for and One Half thereof is paid up, and the Company shall 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 all the Capital which the Company are by this Act authorized to raise by the Creation of Shares has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable (of which Proof having been given, the Certificate of the Justice under that Section shall be sufficient Evidence).

Appointment of Receiver for Mortgagees.

10. The Mortgagees of the Company may enforce Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver, and the Amount necessary to authorize the Appointment of a Receiver shall not be less than Four thousand Pounds in the whole.

Application of Monies raised under Act.

11. All and every Part of the Money raised under this Act, whether by Shares or by borrowing, shall be applied only for Purposes authorized by this Act.

First and other Meetings.

12. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year.

13. The

Number of Directors.

13. The Number of the Directors shall be Eight: Provided always, that the Company from Time to Time may vary the Number of Directors, so as the Number be not more than Eight nor less than Five.

Qualification of Directors.

14. The Qualification of Director shall be the Possession in his own Right of Twenty Shares in the Undertaking.

First Directors.

15. *William Bulkeley Hughes*, *Robert George Hughes*, *Owen Jones*, *John Williams*, *Henry Pritchard*, *Henry Brasier Mitchell*, *Benjamin Roose*, and *William Evans* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by proxy, may continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible to be elected as Members of such new Body.

Subsequent Election of Directors.

16. At the First Ordinary Meeting of the Company to be held in every subsequent Year, the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by "The Companies Clauses Consolidation Act, 1845," or by this Act, or either of them.

Quorum of Directors.

17. The Quorum of a Meeting of Directors shall be Three.

Power to construct Works according to deposited Plans;

18. Subject to the Provisions of this Act and the Acts incorporated herewith contained, the Company may make and maintain the Railway and Works in the Line, Situation, and Levels delineated on the Plans and Sections deposited as aforesaid, together with all proper Stations, Sidings, Roads, Approaches, Works, and Conveniences connected therewith; (that is to say,)

A Railway commencing by a Junction with the *Chester and Holyhead* Railway, near to the *Gaerwen* Station thereon, in the County of *Anglesey*, and terminating at or near the Quay at the Southern End of the Port of *Amlwch* in the same County:

and to acquire Lands.

And the Company may enter upon, take, and use such of the Lands delineated on the Plans and described in the Book of Reference deposited as aforesaid as may be required by them for any of the Purposes of this Act, or they may by Agreement purchase, take, and use any Rights, Easements,

ments, or Privileges in or affecting those Lands, or any of them, without taking any other Estate or Interest therein.

Power to alter Engineering Works.

19. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the Railway, may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described on the deposited Plans and Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered; and they may also substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch, or Arches, as shown thereon: Provided, that every such Substitution be authorized by a Certificate of the Board of Trade, and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided, that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Works connected with the Shrewsbury and Holyhead Turnpike Road to be executed to the Satisfaction of the Roads Commissioners.

20. All Works and Repairs done and executed by the Company upon or connected with or which may in any Manner interfere with or affect the *Shrewsbury and Holyhead* Turnpike Road, shall be done and executed by the Company, under the Superintendence and Direction, and to the Satisfaction in all respects, of the Engineer, or other the proper Officers or Officer for the Time being of the Commissioners nominated and appointed for the Execution of the Act of the Third and Fourth Years of Her present Majesty's Reign, Chapter One hundred and four, and all the necessary Costs, Charges, and Expenses of such Engineer or other Officers or Officer in relation to such Works and Repairs shall be borne and paid by the Company.

Junction with Chester and Holyhead Railway.

21. The Company shall make the Junction with the *Chester and Holyhead* Railway by means of a Siding at such Place as the *London and North-western* Railway Company shall agree to within the Limits of Deviation; and all Works required for effecting a Junction or Junctions upon or affecting the Lands or Works of the *Chester and Holyhead* Railway shall be made according to the Plans first approved by the Engineer of that Company, and shall be executed under his Superintendence and Control, and at the Expense of the Company.

Signals, &c., to be erected, &c., and Persons appointed by London and North-western Company at Point of Junction.

22. The *London and North-western* Railway Company may from Time to Time erect, maintain, and alter such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons as they may deem necessary for the Prevention of Danger to, Detention of, or Interference with the Traffic at or near the said Junction, and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Persons, whether on the Land of the *London and North-western* Railway Company or on the Land of the Company, shall belong exclusively to the *London and North-western* Railway Company, and all the Expense during each Half Year of erecting, altering, repairing, and maintaining such Signals, Works, and Conveniences, and of the Wages of such Watchmen, Pointsmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company to the *London and North-western* Railway Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Company not to take Lands belonging to the London and North-western Company without Consent.

23. Nothing in this Act contained shall extend, or be deemed or construed to extend, to authorize or enable the Company to take or enter upon or use, either permanently or temporarily, any of the Lands belonging to the *London and North-western* Railway Company, or to alter, vary, or inte fere with the *London and North-western* Railway, or any of the Works thereof, further or otherwise than is necessary for the proper and convenient Junction between their said Railway and the Railway hereby authorized, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *London and North-western* Railway Company.

Level Crossings.

24. Subject to the Provisions of this Act, the Company may carry the Railway with not exceeding a single Line of Railway so long as the Railway consists of a single Line of Railway, and not exceeding a double Line of Railway if the Railway shall consist of more than a single Line of Railway, across and on the Level of the public Roads numbered as herein-after mentioned on the deposited Plans; (that is to say,)

No. on Plan.	Parish.	Description of Road.
201	Amlwch	Public Road.
217	Amlwch	Public Road.

Provided

Mechanical Power not to be used.

Provided always, that no Engines, Carriages, or Trucks drawn or propelled by Steam, or by atmospheric Agency, or drawn by Ropes in connexion with a stationary Steam Engine, shall be allowed to cross either of the said Roads on the Level; nor shall any such Engines, Carriages, or Trucks be used on the Railway between the South-west Side of the said Public Road numbered 201 in the parish of *Amlwch*, and the Termination of the Railway at or near *Amlwch*.

As to shunting of Trains across Roads.

25. It shall not be lawful for the Company in shunting Trains to pass any Trains over any such level Crossing, or to allow any Train, Carriage, or Truck to stand across the same.

Inclination of Road.

26. In carrying the Turnpike Road numbered on the deposited Plan 44 in the Parish of *Llanidan* over the Railway, the Company may make the Inclination thereof as steep but not steeper than 1 in 20 on one Side and level on the other.

Lands for extraordinary Purposes.

27. The Quantity of Land near or adjoining the Railway which the Company may purchase by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Three Acres.

Powers for compulsory Purchases limited.

28. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Limiting Period for Completion of Railway.

29. The Railway shall be completed within Five Years from the passing of this Act, and upon the Expiration of that Period the Powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Security for Completion of Railway within Time limited.

30. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, Ten thousand three hundred Pounds Stock in the Three *per Centum* Consolidated Bank Annuities, equal in Value to the Sum of Nine thousand six hundred Pounds, being Eight *per Centum* upon One hundred and twenty thousand Pounds, the estimated Expense of the Railway authorized by this Act, has been transferred into the Name of the Accountant-General of the Court of Chancery in *England*, in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum of Stock so transferred as aforesaid, or the Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons, or the

the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the Railway for the public Conveyance of Passengers or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid, to the Satisfaction of the Lords of the said Committee, the said Sum of Stock so transferred as aforesaid, and the Dividends thereof, shall immediately, from and after the Expiration of the said Period, be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Nine thousand six hundred Pounds shall have been executed by the Company with One or more Surety or Sureties (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury), conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Nine thousand six hundred Pounds, if the Company shall not within the Time limited for the Completion of the Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that they have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then the said Sum of Stock so transferred as aforesaid and the Dividends thereof shall be transferred and paid to or on the Application of the Person or Persons, or the Majority of the Persons, named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor; and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Stock so transferred as aforesaid and the Dividends thereof would have been dealt with under this Act if such Bond had not been deposited and executed as aforesaid; and the Certificate of the said Solicitor to the

said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Fact so certified.

Tolls.

31. The Company from Time to Time may demand and take in respect of the Use of the Railway any Tolls not exceeding the following; (that is to say,)

Tonnage of Goods.

In respect of the Tonnage of Goods conveyed on the Railway:

Class 1. For all Coals and Charcoal, Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repairs of Roads or Highways, One Penny a Ton a Mile; and if conveyed in Carriages belonging to the Company an additional Halfpenny a Ton a Mile; and if propelled by an Engine belonging to the Company an additional Penny a Ton a Mile:

Class 2. For all Coke, Culm, and Cinders, all Stones for building, pitching, and paving, Lime and Limestone, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, and Iron Castings not manufactured into Utensils or other Articles of Merchandise, One Penny Halfpenny a Ton a Mile; and if conveyed in Carriages belonging to the Company an additional Halfpenny a Ton a Mile; and if propelled by an Engine belonging to the Company an additional Penny a Ton a Mile:

Class 3. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, Twopence a Ton a Mile; and if conveyed in Carriages belonging to the Company an additional Three Farthings a Ton a Mile; and if propelled by an Engine belonging to the Company an additional Penny a Ton a Mile:

Class 4. For all Cotton and other Wools, Fish, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters or Things, Threepence a Ton per Mile; and if conveyed in Carriages belonging to the Company an additional Penny a Ton a Mile; and if propelled by an Engine belonging to the Company an additional Penny a Ton a Mile:

Class 5. For every Carriage of whatever Description, not being a Carriage adapted or used for travelling on a Railway, Fourpence a Ton a Mile; and if conveyed on a Truck or Platform belonging to the Company an additional Twopence a Ton a Mile, and an additional Penny a Mile for any additional Quarter of a Ton which the Carriage weighs; and if propelled by an Engine belonging to the Company an additional Halfpenny a Ton a Mile:

Tolls for Animals.

In respect of Animals conveyed in Carriages upon the Railway as follows:

Class 6. For every Horse, Mule, Ass, or other Beast of Draught or Burden, Threepence a Mile; and if conveyed in any Carriage belonging to the Company an additional Penny a Mile; and if propelled by an Engine belonging to the Company an additional Penny a Mile:

Class 7. For every Ox, Cow, Bull, or Neat Cattle, Twopence a Mile; and if conveyed in any Carriage belonging to the Company an additional Penny a Mile; and if propelled by an Engine belonging to the Company, an additional Penny a Mile:

Class 8. For every Calf, Pig, Sheep, Lamb, or other small Animal, One Penny a Mile; and if conveyed in a Carriage belonging to the Company an additional Farthing a Mile; and if propelled by an Engine belonging to the Company an additional Halfpenny a Mile:

Tolls for Passengers.

In respect of Passengers conveyed on the Railway as follows:

For every Person Twopence a Mile; and if conveyed in any Carriage belonging to the Company an additional Penny a Mile; and if propelled by an Engine belonging to the Company an additional Penny a Mile.

Regulations as to Tolls.

32. The following Provisions and Regulations apply to the fixing of all the Tolls; (that is to say,)

For Persons, Animals, or Things conveyed on the Railway for a less Distance than Six Miles, the Company may demand and take Tolls as for Six Miles:

For a Fraction of a Mile the Company may demand and take Tolls as for One Mile for Passengers, and as for the Number of Quarters of a Mile contained in such Fraction for Animals, Minerals and Goods; and if there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile:

For a Fraction of a Ton the Company may demand and take Tolls according to the Number of Quarters of a Ton in the Fraction, and if there be a Fraction of a Quarter of a Ton the Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

Tolls for small Parcels and single

33. With respect to small Packages not exceeding Five hundred Pounds in Weight and single Articles of great Weight, notwithstanding the

the Rates prescribed by this Act, the Company may demand and take any Tolls not exceeding the following; (that is to say,)

Articles of great Weight.

For the Carriage of small Parcels on the Railway, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence;

For any Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, Fivepence;

For any Parcel exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds in Weight, Sevenpence;

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Ninepence;

And for any Parcel exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight the Company may demand any Sum they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up in separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term applies only to single Articles in separate Packages:

For the Carriage of single Articles of great Weight:

For the Carriage of any single Article, the Weight of which, including the Carriage, exceeds Four Tons but does not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence a Ton a Mile:

For the Carriage of any single Article the Weight of which, including the Carriage, exceeds Eight Tons, the Company may demand and take any Sum they think fit.

Passengers Luggage.

34. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum Rates for Passengers.

35. The maximum Rates of Charge to be made by the Company for the Conveyance of the Passengers upon the Railway, including the Tolls for the User of the Railway and of Carriages and for locomotive Power, and every other Expense incidental to the Conveyance, shall not exceed the following Sums; (that is to say,)

For every Passenger conveyed in a First-class Carriage, Threepence a Mile:

For every Passenger conveyed in a Second-class Carriage, Twopence a Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny Halfpenny a Mile.

36. The

Maximum Rates for Goods.

36. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals and Goods on the Railway, including the Tolls for the Use of the Railway, and for Waggons or Trucks, and for locomotive Power, and for every other Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading Goods at any terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following Sums; (that is to say,)

For Goods in Class 1, Threehalfpence a Ton a Mile:

For Goods in Class 2, Twopence a Ton a Mile:

For Goods in Class 3, Threepence a Ton a Mile:

For Goods in Class 4, Fourpence a Ton a Mile:

For a Carriage in Class 5, not weighing more than One Ton, Sixpence a Mile; and if weighing more than One Ton an additional One Penny Halfpenny a Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton:

For Animals in Class 6, Fourpence a Head a Mile:

For Animals in Class 7, Twopence a Head a Mile:

For Animals in Class 8, One Penny a Head a Mile.

Terminal Station.

37. No Station is to be considered a terminal Station in regard to Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Restrictions as to Charges not applicable to Special Trains.

38. The Restrictions with respect to the Charges to be made for Passengers shall not extend to any Special Train required to run upon the Railway, but apply only to the Express and Ordinary Trains from Time to Time appointed by the Company for the Conveyance of Passengers and Goods upon the Railway.

Company may take increased Charges by way of Agreement.

39. This Act or anything therein contained shall not prevent the Company from taking any increased Charges over and above the Charges by this Act limited for the Conveyance of Animals or Things of any Description, by Agreement with the Owners or Persons in charge thereof, or in respect of the Conveyance thereof, except small Parcels, by Passenger Trains, or by reason of any special Service performed by the Company in relation thereto.

Power to enter into Traffic Arrangements with London and North-western Company.

40. The Company and the *London and North-western* Railway Company may from Time to Time enter into Contracts or Agreements with respect to the following Purposes, or any of them; (that is to say,)

The Working and Management of the Railway of the Company, or of any Part or Parts thereof, and the Supply of any Rolling Stock and Plant for that Purpose; the Receipt of the Tolls and Revenue arising

arising from the Traffic on the Railway, and Traffic coming from or destined for the Railway, and the Division and Appropriation of the Tolls and Charges arising from such Traffic.

Railways to be continuous.

41. During any such Working Agreement, in estimating the Tolls and Charges to be paid in respect of Articles or Persons conveyed partly on the Railway of the Company and partly on the *Chester and Holyhead* Railway, the Distances traversed shall be reckoned continuously, as if the Railways were One Railway; and if the Distance traversed by any Traffic be for a less Distance than Six Miles, no more than a Charge for Six Miles shall be made in respect of such Traffic passing both on the Company's Railway and the *Chester and Holyhead* Railway.

As to Tolls during Agreement.

42. So long as the *London and North-western* Railway Company, under the Provisions of this Act, work the Traffic on the Railway, Tolls and Charges not exceeding such as are authorized by this Act may be demanded and taken by the same Company for the Use of the Railway.

Conditions of such Agreements.

43. All Agreements made under this Act shall be subject to the Approval of the Board of Trade, and no such Agreement shall in any Manner increase or diminish, alter or affect, any of the Tolls, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized and entitled to demand or take from any Person, but all other Persons shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls and Charges, as if the Agreement were not entered into.

To be first approved by Shareholders.

44. Every such Agreement shall be approved by the Board of Trade, and no such Agreement shall have any Operation or Effect, nor shall the Board of Trade approve the same, unless and until it be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at Extraordinary Meetings of the respective Companies Parties to such Agreement, specially convened for the Purpose.

How Meetings are to be called.

45. Every Extraordinary Meeting for the Purpose of considering any Agreement under this Act shall be called by Circular, addressed to each Shareholder entitled to vote at Meetings of the Companies Parties to such Agreement, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders; and also by Advertisement inserted once in each of Two consecutive Weeks in a Newspaper published in the County in which the principal Place of Business of the Company intending to hold the Meeting is situate, and

the last of such Advertisements shall be published not less than Seven Days before such Meeting.

Agreements between Companies may be modified by Board of Trade.

46. It shall be lawful for the Board of Trade, if they think fit, at the Expiration of Ten Years from the making of any such Agreement under this Act, and on the Expiration of every Ten Years from the Period when any Revision thereof shall be made by them, to cause the same to be revised; and the Board of Trade shall have Power to declare any Modification required by the Board to be Part of the Agreement, and thenceforth such Agreement shall be construed and take effect accordingly.

Public Notice at Expiration of decennial Period.

47. The Company previously to the Expiration of each decennial Period shall give such public Notice as the Board of Trade may prescribe, that the Board is about to enter on the said Revision, and will entertain Complaints, with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Saving existing Rights to Contract.

48. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from "The Railways Clauses Consolidation Act, 1845," or from the General Law.

Delay of the Irish Mail.

49. If any Delay in the Conveyance of the *Irish* Mail be occasioned by the Company, by reason of which any Loss or Penalty shall be incurred under any Contract under the Powers of "The Improved Postal and Passenger Communication between *England* and *Ireland* Act, 1855," or under any other Contract with the Post Office by the *London and North-western Railway* Company, the *Chester and Holyhead* Railway Company, and the *City of Dublin* Steam Packet Company, or any of them, the Company shall, on Demand, repay such Loss or Penalties to the said Companies, or One of them, and in default thereof the same may be recovered in any Court of competent Jurisdiction.

Saving Rights of the London and North-western Company.

50. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and North-western* Railway Company otherwise than is herein expressly provided.

Saving Rights of the Crown.

51. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give); neither

neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Railway not exempt from Provisions of present and future General Acts.

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

Expenses of Act.

53. The Costs, Charges, and Expenses of and attending the applying for and passing of this Act, or incident thereto, shall be paid by the Company.

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