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VICTORIÆ REGINÆ.

Cap. cclxx.

An Act for confirming certain Articles of Agreement between the *Buckley* Railway Company and the *Wrexham, Mold, and Connah's Quay* Railway Company. [23d *July* 1866.]

WHEREAS on or about the Thirtieth Day of *June* 1863 the *Buckley* Railway Company (in this Act called "the *Buckley* Company") and the *Wrexham, Mold, and Connah's Quay* Railway Company (in this Act called "the *Wrexham* Company") entered into the Articles of Agreement, a Copy of which is set forth in the First Schedule to this Act, and it is expedient that those Articles of Agreement should be confirmed and made binding on the *Buckley* Company and the *Wrexham* Company (in this Act referred to as "the Two Companies"): And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Buckley* and *Wrexham, Mold, and Connah's Quay* Railway Companies Act, 1866."

The Buckley and Wrexham, Mold, and Connah's Quay Railway Companies Act, 1866.

Confirming Articles of Agreement in Schedule to Act.

2. The Articles of Agreement, a Copy of which is set forth in the Schedule to this Act, are hereby confirmed and made binding on the Two Companies, and shall accordingly be carried into effect by them respectively.

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

3. Neither the *Buckley* Company nor the *Wrexham* Company shall, out of any Money which the respective Company are by any Act authorized to raise, pay or deposit any Sum which, by any Standing Order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the respective Company to construct any other Railway, or to execute any other Work or Undertaking.

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

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

Expenses of Act.

5. All Costs, Charges, and Expenses of and incidental to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the *Wrexham* Company.

The

The Buckley and Wrexham, Mold, and Connah's Quay Railway Companies Act, 1866.

The SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made the 30th Day of June in the Year of Our Lord One thousand eight hundred and sixty-three between the Buckley Railway Company (herein-after called "the Buckley Company") of the one Part, and the Wrexham, Mold, and Connah's Quay Railway Company (herein-after called "the Wrexham Company") of the other Part.

Incorporation and Capital of Buckley Company.

Whereas by the "Buckley Railway Act, 1860," the Buckley Company were incorporated and were authorized to raise a Capital of £30,000 by 3,000 Shares of £10 each, and to borrow on Mortgage or Bond not exceeding £10,000, and to make and maintain the Buckley Railway, being a Railway commencing near to the Village of Buckley and terminating at Connah's Quay, and a Railway diverging therefrom to join the Chester and Holyhead Line of the London and North-western Railway Company, but not to be used for the Conveyance of Passengers without the previous Authority of Parliament:

Additional Capital.

And whereas by the Buckley Railway Act, 1863, the Buckley Company are authorized to raise the further Sums of £30,000 by Shares and Stock, and £10,000 by borrowing on Mortgage or Bond:

Incorporation and Capital of Wrexham Company.

And whereas by the Wrexham, Mold, and Connah's Quay Railway Act, 1862, the Wrexham Company were incorporated and were authorized to raise a Capital of £150,000 by 15,000 Shares of £10 each, and to borrow on Mortgage not exceeding £50,000, and to make and maintain the several Railways therein described and distinguished as Railways No. 1., No. 2., No. 3., No. 4., No. 5., and No. 6. respectively, whereof the Railway No. 2. is described as terminating by a Junction with the authorized Line of the Buckley Railway:

Working and Amalgamation.

And whereas the Convenience of the Public and the Interests of the Two Companies Parties hereto would be promoted by the working by the Wrexham Company of the Buckley Railway in connexion with the Railways of the Wrexham Company, and by the leasing of the same to the Wrexham Company or the eventual Amalgamation on the Terms herein-after expressed of the Undertakings, Railways, Properties, and Effects of the Two Companies, and they have therefore determined to enter into and execute these Presents by way of Agreement as herein-after appearing.

Agreement.

Now, therefore, these Presents witness that for the Considerations herein appearing, it is hereby mutually agreed by and between the Buckley

Buckley Company and the Wrexham Company as follows; (that is to say,)

Parliamentary Sanction.

Article 1. The Two Companies, at the Expense of the Wrexham Company, will use their respective utmost reasonable Endeavours to procure, so soon as the Wrexham Company are in a Position legally to apply for the same, the Sanction of Parliament to such of the Provisions of these Presents as cannot be carried into effect without that Sanction, and in the meantime such of the Provisions of these Presents as can, under the existing Powers of the Two Companies respectively, be carried into effect, shall be Terms of Agreement between them; and every Difference between the Two Companies as to the Propriety or Expediency of any such Application to Parliament, or as to the Provisions of any Act to be solicited for the Purpose, or in any other Manner relating thereto, shall be determined by Arbitration as herein-after provided for.

Amalgamation.

Article 2. Provided that if and when Application to Parliament for an Amalgamation as herein-after provided for shall be made, then there shall not be made in the same Session any other Application to Parliament under Article 1.

Interpretation. Buckley Railway.

Article 3. The Expression "the Buckley Railway," whenever herein-after employed, means and includes the Buckley Railway and the Branches, Sidings, Stations, Wharves, Buildings, Works, and Conveniences connected therewith, and the Lands and Landed Property of the Buckley Company.

Management and User.

Article 4. From and after the 1st Day of July 1863 the Wrexham Company will manage, maintain, repair, work, and use the Buckley Railway and the Traffic thereon in accordance with this Agreement, and the following Provisions in that Behalf shall have Effect accordingly.

Maintenance.

Article 5. The Wrexham Company will maintain the Buckley Railway in substantial Repair and in good working Order and Condition.

User of Railway.

Article 6. The Wrexham Company may with Engines and Carriages use the Buckley Railway for the Purposes of all Traffic which they from Time to Time may and can convey thereon, and as if the Buckley Railway were Part of the Wrexham Company's Railways.

Facilities by Buckley Company.

Article 7. The Buckley Company will from Time to Time, to the reasonable Satisfaction of the Wrexham Company, afford to them all such Accommodation and Facilities as shall be proper and sufficient for the safe and convenient User by them of the Buckley Railway, and for the Reception, Accommodation, Conveyance, and Delivery of Traffic thereon.

The Buckley and Wrexham, Mold, and Connah's Quay Railway Companies Act, 1866.

Works and Conveniences.

Article 8. The Buckley Company from Time to Time will make and provide all such Works and Conveniences as the Wrexham Company reasonably require for the Purposes of the Traffic on the Buckley Railway, and as are usually and properly provided out of Capital by Railway Companies intending to work their own Railways, but the Buckley Company shall not be bound to expend any Money or incur any Liability beyond the Limits from Time to Time of their Parliamentary Authority in that Behalf, or for any Traffic other than Traffic which would necessarily be conveyed on the Buckley Railway if they worked it themselves.

Working of Buckley Railway.

Article 9. The Wrexham Company will work the Buckley Railway in connexion with their own Railways, and will convey Traffic thereon in a proper, safe, and convenient Manner, and so as fairly to develope the Traffic of the District to be served by the Buckley Railway.

Payment of Salaries, &c.

Article 10. The Wrexham Company will provide and employ and will punctually pay the Salaries and Wages of all Managers, Station-masters, Inspectors, Clerks, Porters, Engine Drivers, Guards, Watchmen, and Workmen, and all other Officers and Servants requisite for the Management of the Buckley Railway (but not including the Buckley Company's Secretary and Inspecting Engineers), and will provide and employ all such locomotive Power Engines, Carriages, and other Rolling Stock, Plant, Stores, Materials, and Labour as shall be proper and sufficient for the Working and User of the Buckley Railway, and the Reception, Accommodation, Conveyance, and Delivery by the Wrexham Company of Traffic thereon, and the Buckley Company shall not be bound to employ or provide any such Person or Thing.

Providing and Employment of Rolling Stock.

User of Stock by Wrexham Company.

Re-entry by Buckley Company.

Article 11. The Wrexham Company shall have Possession and User of the Locomotive Engines, Carriages, and other Rolling Stock and Plant of the Buckley Company, and will maintain the same in substantial Repair and in good working Order and Condition, renewing and replacing the same from Time to Time when and as need shall be, and if and when the Buckley Company retake Possession of the Buckley Railway, the Wrexham Company will return to them the same Rolling Stock and Plant, or other like Rolling Stock and Plant of equal Value with their present Rolling Stock and Plant, and the Value thereof shall for the Purposes of this Article be taken at £4,363 10*s*.

Fixing of Tolls of Buckley Company.

Article 12. The Tolls, Fares, Rates, and Charges in respect of the Buckley Railway and the Traffic thereon shall from Time to Time be fixed by the Buckley Company to the Satisfaction of the Wrexham Company, and shall be collected by the Wrexham Company, they when requisite for the Recovery thereof using at their own Expense and Risk the Name of the Buckley Company.

Expenditure on Capital Account.

Article 13. All Expenditure and Liabilities from Time to Time made and incurred with respect to the Buckley Railway and properly chargeable

chargeable against Capital shall from Time to Time be defrayed or satisfied by the Buckley Company, but subject to the Limitation expressed in Article 8.

Consent of both Companies to Outlay.

Article 14. Neither of the Two Companies will at any Time expend any Money or incur any Liability on account of the Buckley Company without the previous Consent of the other of the Two Companies.

Enjoyment of Powers and Privileges by Wrexham Company.

Article 15. The Wrexham Company shall have, exercise, and enjoy at their own Expense and Risk, and for their own Benefit, for the Purposes of the Management, Maintenance, Repair, Working, and User by them of the Buckley Railway, all the Rights, Powers, and Privileges whatsoever in that Behalf of the Buckley Company, and as fully and as effectually as if the Buckley Railway were Part of the Wrexham Company's Railways.

Exercise thereof.

Article 16. The Wrexham Company will, in the Exercise of their Powers and Privileges under this Agreement, in all respects duly perform and observe the several Provisions with respect to the Management, Maintenance, Repair, Working, and User of the Buckley Railway and to the Traffic thereon contained in the Acts from Time to Time in force with respect to the same, and will at all Times fully and freely indemnify and save harmless the Buckley Company from and against all Obligations and Liabilities in that Behalf, and all Penalties, Forfeitures, Losses, Damages, Costs, Charges, and Expenses, Claims and Demands whatsoever, in any way occasioned or incurred by or by reason of any Act or Default of the Wrexham Company or any of their Directors, Agents, Officers, or Servants in relation thereto.

Sale of superfluous Lands.

Article 17. Such Parts, if any, of the Lands of the Buckley Company as from Time to Time are superfluous Lands not required by the Wrexham Company for any of the Purposes of this Agreement, or by the Buckley Company for any of the Purposes of their Undertaking, shall be sold and disposed of by the Buckley Company, and they will apply the net Proceeds thereof in or towards Satisfaction of their Liabilities properly chargeable against Capital.

Tolls to form joint Fund.

Article 18. The gross Amount of all the Tolls, Fares, Rates, and Charges from Time to Time payable to the Two Companies respectively in respect of their respective Railways and the Traffic thereon, and all Rents and other Income, if any, of the Buckley Company, shall form a joint Fund to be apportioned and divided between the Two Companies in accordance with this Agreement.

Payment of Interest on Debentures.

Article 19. The Interest from Time to Time payable on the Buckley Company's Debenture Debt shall, when and as the Interest falls due, be paid out of the joint Fund, and shall be the First Charge on and the First Payment to be made out of the same.

Dividends.

Article 20. Dividends at the Rate of £5 per Centum per Annum on the Buckley Company's Capital from Time to Time paid up shall be paid half-yearly out of the joint Fund, and shall be the Second Charge on and the Second Payment to be made out of the same, and the Dividend for every Half Year shall be paid within One Calendar Month after the Expiration of the respective Half Year.

Rentcharges.

Article 21. All Rentcharges and other fixed Charges (if any), Taxes, Rates, Assessments, Salaries, Wages, and other Outgoings in respect of the Buckley Railway and the Traffic thereon, properly chargeable against Revenue, and a yearly Sum of not exceeding in any One Year £125, to cover the Expenses of the Directory and Auditors of the Buckley Company, and the Salaries of their Secretary and Inspecting Engineer, and their necessary Office Expenses, shall be paid out of the joint Fund, and shall be so paid by the Wrexham Company when and as the same fall due, but such of the same (including the said Expenses and Salaries to be covered by the yearly Sum not exceeding £125 in any One Year) as do not fall due at any given Times, shall be paid half-yearly: Provided that the Company shall from Time to Time when thereunto requested by the Wrexham Company furnish them with a full Statement in Writing under the Hand of their Secretary of those Expenses and Salaries.

Remuneration of Directors and Officers of Buckley Company.

Application of Surplus of joint Fund.

Article 22. The Balance from Time to Time of the joint Fund shall be applicable, at the Discretion of the Wrexham Company, for Payment of the Expenses of and incident to the Management, Maintenance, Repair, Working, and User by them of the Buckley Railway, and the Payment and Satisfaction of their other Expenditure and Liabilities under this Agreement, and the ultimate Surplus of the joint Fund shall belong to the Wrexham Company.

Weekly Traffic Returns.

Article 23. The Person from Time to Time employed by the Wrexham Company as the Traffic Manager on the Buckley Railway shall on Wednesday in every Week furnish to the Buckley Company a Statement in Writing under his Hand, showing the Traffic on the Buckley Railway during the then last Week, and the gross Receipts for the same, and shall on the same Day pay to the North and South Wales Bank at Mold, to the Credit of the Buckley Company, the Amount of those gross Receipts for the then last Week without any Deduction thereout on any Account whatsoever.

Application of Revenue.

Transfer of Surplus of joint Fund.

Article 24. If and whenever in any Half Year, commencing with the 1st Day of January or the 1st Day of July, the gross Receipts so paid to the Credit of the Buckley Company shall amount to a Sum more than sufficient to meet the Payments to be made in respect of that Half Year, in accordance with Articles 19 and 20 respectively, then the Surplus of those gross Receipts for the respective Half Year shall be transferred by the Bankers from the Credit of the Buckley Company

Company to the Credit of the Wrexham Company: Provided that if and whenever the Salaries and Wages to be paid by the Wrexham Company in accordance with Article 10, or any other of the Payments to be made by them in accordance with this Agreement being due and payable, are in arrear and unpaid, then and in every such Case that Surplus or a sufficient Part thereof, instead of being so transferred to the Credit of the Wrexham Company, may, if and so far as the Buckley Company think fit, be applied by them in or towards Payment of the Sums so in arrear.

Application thereof by Buckley Company.

Article 25. Within One Calendar Month after the Expiration of every Half Year ending with the 30th day of June or the 31st Day of December the Amount paid in accordance with Article 23 to the Credit of the Buckley Company, and not transferred in accordance with Article 24 to the Credit of the Wrexham Company, shall be applied by or under the Direction of the Buckley Company in making the Payments provided for by Articles 19 and 20 respectively.

In certain Events.

Article 26. Provided that if and whenever the several Payments to be made in accordance with Articles 19 and 20, and the Sum not exceeding £125 in any One Year to cover the Expenses of Directory and Salaries to be respectively paid in accordance with Article 21, are in arrear, then the gross Receipts from Time to Time paid in accordance with Article 23 to the Credit of the Buckley Company shall be applicable in the first place in or towards Payment of the Arrears, and the Arrears of Dividend shall until so paid be carried to the Credit of the several Shareholders.

Accounts.

Article 27. Each of the Two Companies will keep all such Accounts and Vouchers as shall be proper and sufficient for the Purposes of this Agreement, which Accounts and Vouchers shall be open at all reasonable Times to the Inspection and Transcription of the Directors and Agents of the Two Companies respectively, and the Two Companies respectively will afford to each other all proper and sufficient Facilities for the Inspection and Transcription.

Two Directors of the Wrexham to be Directors of the Buckley.

Article 28. The Buckley Company will provide that Two of the Directors of that Company (being respectively duly qualified Shareholders) shall be Persons approved by the Wrexham Company as Directors of the Buckley Company.

Power of Wrexham Company to lease or amalgamate with Buckley Railway.

Article 29. The Wrexham Company, when they are in a Position legally to do so, may apply to Parliament for an Act for a Lease to them for 1,000 Years of the Undertaking, Railway, Property, and Effects of the Buckley Company, or (at the Option of the Wrexham Company) for the Amalgamation thereof with the Undertaking, Railway, Property, and Effects of the Wrexham Company, on the Terms of all the Debts, Liabilities, and Engagements whatsoever of the

the Buckley Company being assumed by the Wrexham Company, and the then paid-up Capital of the Buckley Company being (in the event of an Amalgamation) converted into Preferential Capital of the Wrexham Company of like nominal Amount, and bearing half-yearly Dividends at the Rate of £5 per Cent. per Annum, or (in the event of a Lease being secured) the like half-yearly Dividends, and the Buckley Company, at the Request and Expense of the Wrexham Company, will assent to and support the Application for an Act containing proper and sufficient Provisions for those Purposes.

Priority of Stock.

Article 30. In the event of the Amalgamation, that Preferential Capital shall be the First Preferential Capital of the Wrexham Company, and the Dividends thereon shall be the First Charge on the net Receipts of the Wrexham Company applicable for the Payment of Dividends, and arising not only from the Undertaking, Railway, Property, and Effects of the Buckley Company, but also from the Undertaking, Railway, Property, and Effects of the Wrexham Company under their Act of 1862.

Arbitration before Lease or Amalgamation.

Article 31. If and whenever, before the Lease is granted or the Amalgamation takes effect, the Wrexham Company shall fail in the due Performance or Observance of this Agreement, the Buckley Company may refer it to Arbitration as herein-after provided for, to determine whether or not the Circumstances justify them in retaking Possession of the Buckley Railway and their Rolling Stock and Plant and resuming the working of the Buckley Railway, and if it be so determined, they may retake Possession and resume working accordingly on such Terms and Conditions whatsoever as shall be awarded in the Arbitration.

Notices how to be given.

Article 32. Every Notice, Request, Statement, Account, or other Writing to be given by or on behalf of either of the Two Companies to the other of them for any of the Purposes of this Agreement, shall be sufficient if it be signed by the Secretary or other proper Officer of the Company giving it, and be delivered to the Secretary of the other Company, or be left for them at, as regards the Buckley Company, their principal Office at Mold, or, as regards the Wrexham Company, at their principal Office at No. 9a, Bridge Street, Westminster.

Reference.

Article 33. If and whenever any Difference arises between the Two Companies touching the true Intent or Construction or the Effect of this Agreement, or touching any of the Incidents or Consequences of this Agreement, or touching anything to be done, suffered, or omitted in pursuance of this Agreement, or touching the Performance or Observance of any Breach or Nonfulfilment or alleged Breach or alleged Nonfulfilment of this Agreement, or touching any Claim or Demand relating to any such Breach or Nonfulfilment, or any

Liability, Damages, Losses, Costs, or Expenses under this Agreement, or otherwise relating to the Premises, every such Difference as well as all Questions arising under Article 31 shall be referred to and determined by the Arbitration of a single Arbitrator in accordance with the Provisions of "The Railway Companies Arbitration Act, 1859," and this Article shall accordingly be and have Effect as an Agreement between the Two Companies for Arbitration under that Act.

Arbitrators.

Article 34. Mr. John Bullar, of No. 11, King's Bench Walk, Temple, London, Barrister-at-Law, or, him failing, Mr. John Horatio Lloyd, of No. 1, King's Bench Walk aforesaid, Barrister-at-Law, or, him failing, a Person to be from Time to Time appointed by the respective Chairmen of the Two Companies by Writing under their respective Hands, or if they fail to make the Appointment, then a competent and impartial Person to be on the Application of both or either of the Companies nominated in that Behalf by the Board of Trade, shall be the single Arbitrator for the Purposes of this Agreement.

Performance of this Agreement by Contractor of Wrexham Company.

Article 35. The Wrexham Company will procure the Contractor who enters into the Contract with them for the Execution of the Works of their Railway to enter into such an Agreement with the Buckley Company as the said Mr. John Bullar, or, him failing, the said Mr. John Horatio Lloyd, shall settle for the Purpose of guaranteeing the Performance by the Wrexham Company of their Part of this Agreement, such Agreement with the Contractor being terminable nevertheless on the opening of the Wrexham Railway for public Traffic, and the Buckley Company will enter into the Agreement with the Contractor on his being willing to enter into the same with them.

In witness whereof the said Buckley Company and the said Wrexham Company have hereunto affixed their respective Common Seals the Day and Year first before written.

THOS. T. KELLY,
Secretary.

The Common Seal of the Buckley Railway Company.

GEO. LEWIS,
Secretary.

The Common Seal of the Wrexham, Mold, and C. Quay Railway Company.

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