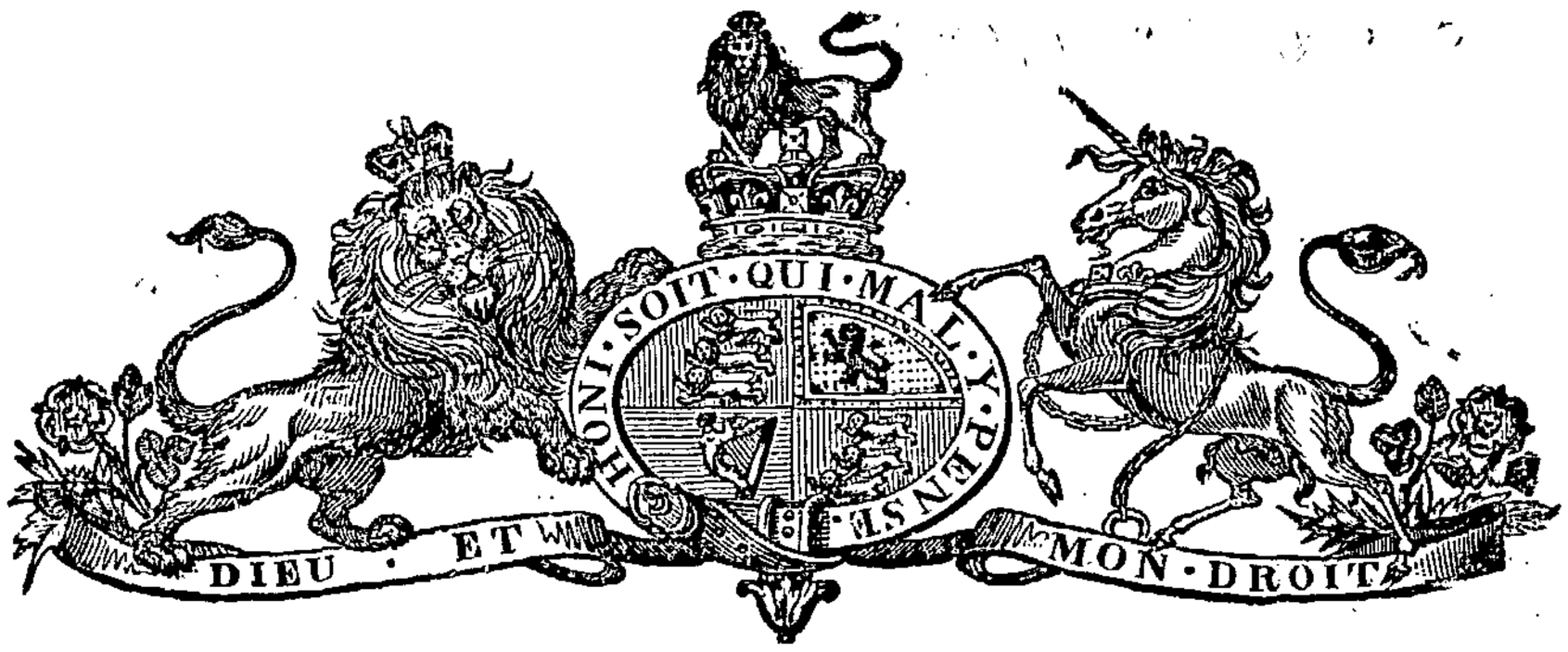


ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

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spective Undertakings to *David Davies* and *Thomas Savin*, and the said *David Davies* and *Thomas Savin* became possessed of and worked the same, and they, or the said *Thomas Savin* alone, have ever since worked the same, and the said *Thomas Savin* now works the Undertaking of the *Cambrian* Railways Company: And whereas by the several Acts relating to the *Aberystwith and Welsh Coast* Railway (in this Act called "the Coast Railway"), passed respectively in the Years One thousand eight hundred and sixty-one, One thousand eight hundred and sixty-two, One thousand eight hundred and sixty-three, and One thousand eight hundred and sixty-four, or some of such Acts, the *Oswestry and Newtown* and *Llanidloes and Newtown* Railway Companies were authorized to subscribe towards the Capital of the *Aberystwith and Welsh Coast* Railway Company (in this Act called "the Coast Company"), and they and the *Newtown and Machynlleth* Railway Companies, amongst others, were authorized to enter into Working Agreements with respect to the Coast Railway and the Company, by an Agreement entered into under the said Provisions of the said Acts, now work so much of the Coast Railway, as is opened for public Traffic: And whereas the *Cambrian* Railways form a continuous Line of Railway Communication between *Whitchurch* and *Machynlleth*, and the Coast Railway is a Continuation of the *Cambrian* Railways from *Machynlleth* to *Aberystwith*, and from *Aberystwith* along the Coast to *Towyn*, *Barmouth*, and *Portmadoc*; and it is expedient that the Two Undertakings should be under the same Control with respect to Working and Management, and that the Powers of the Company for working the Coast Railway should be exercised by the said *Thomas Savin*: And whereas it is expedient that Powers should be conferred of leasing the Undertaking of the Company to the said *Thomas Savin*: 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Railway authorized to be abandoned. 25 & 26 Vict. c. cxviii.

1. The Railway authorized by "The *Oswestry, Ellesmere, and Whitchurch* Railway (Extension) Act, 1862," and therein called the *Ellesmere* and *Wem* Line, shall be abandoned, and the said Act, so far as it relates to the Railway to be so abandoned, is hereby repealed.

Compensation to be made where Contracts have been entered into and Notices given.

2. If in any Case before the passing of this Act any Contract had been entered into or Notice given by the *Oswestry, Ellesmere, and Whitchurch* Railway Company, or by the Company, for purchasing any Lands which the said Companies or either of them were empowered to purchase for the Purposes of constructing the Railway by this Act authorized to be abandoned, the Company shall make to

to the Owners or Occupiers of and other Parties interested in such Lands, full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed, pursuant to such Contract or pursuant to such Notice; and the Amount and Application of such Compensation shall be settled in the Manner provided by the "Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided always, that nothing herein contained shall prejudice or affect the Right of the Owner or Occupier of any Lands which the said Companies or either of them were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the said Companies or either of them upon such Lands for the Purpose of surveying or taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Company to sell Lands not required for their Undertaking.

3. The Company shall sell all Lands purchased by them for the Purposes of the Railway by this Act authorized to be abandoned, and which they may not require for the Purposes of their Undertaking, and shall apply the Principal Monies received as the Price or Consideration for the Sale of such Lands to any of the Purposes to which any Capital of the Company is directed to be applied.

Working Agreement of the Coast Railway transferred to Thomas Savin.

4. With the Consent in Writing of the Coast Company under their Common Seal, and for such Term or Terms of Years, and to such Extent, and subject to such Terms and Conditions, if any, as may from Time to Time be agreed upon between the Company and the Coast Company, under their respective Common Seals, and the said *Thomas Savin*, the Agreement between the Company and the Coast Company for working the Coast Railway shall apply to the said *Thomas Savin* in like Manner in all respects as before the passing of this Act the same applied to the Company.

Parts of 8 & 9 Vict. c. 20. as to leasing incorporated.

5. The Provisions of "The Railways Clauses Consolidation Act, 1845," with respect to leasing of the Railway, and with respect to the Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices, are hereby incorporated with this Act.

Power to lease the Undertaking.

6. The Company, with the Consent of Three Fifths of the Votes of the Shareholders present in person or by proxy at a General Meeting specially convened for the Purpose, may grant a Lease or Leases of their Undertaking or any Parts thereof to the said *Thomas Savin*,

Savin, his Executors, Administrators and Assigns, who are in this Act called the Lessee, and any such Lease may be for such Term (not exceeding Ten Years), and upon and subject to such Conditions, Covenants, and Agreements, as may be mutually agreed upon between the Company and the Lessee, subject nevertheless to the Provisions of this Act, and the Lessee may have, hold, and enjoy the Undertaking or the Part thereof leased accordingly.

Lease to be approved by Board of Trade.

7. No Lease under this Act shall have any Effect unless and until it has been approved of by the Board of Trade; and the Board of Trade, before giving their Approval, may require such Notices to be published of the intended Lease as are provided for in the Case of Working Agreements by the Twenty-fourth Section of "The Railways Clauses Act, 1863."

Lease to be by Deed, and Copies to be deposited with Clerks of the Peace.

8. Every Lease under this Act shall be by Deed duly stamped for denoting Payment of the proper Stamp Duty payable in respect thereof, and shall fully set forth the Rent, and the Terms, Covenants, and Conditions, agreed to or settled between the Parties thereto; and such Deed, or One Part thereof, shall be deposited at the Head Office of the Company, and a written or printed Copy thereof, certified under the Hand of the Secretary to be a correct Copy, shall be deposited with the Clerk of the Peace of every County in which the Undertaking or Part thereof leased is situate, and every such Clerk of the Peace shall receive and retain the Copy deposited with him, and shall permit all Persons interested to inspect the same, and make Extracts or Copies therefrom, in the like Manner, and upon the like Terms, and under the like Penalty for Default, as is provided in the Case of certain Plans and Sections by an Act passed in the First Year of the Reign of Her present Majesty, intituled *An Act to compel Clerks of the Peace for Counties and other Persons to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament.*

7 W. 4. & 1 Vict. c. 83.

Lease not to take effect till after Publication of certain Notices.

9. The Lease shall not have any Effect until the Company have published in the "*London Gazette*," and for Three consecutive Weeks in a Newspaper published in *London*, and in a Newspaper published in every County in which the Undertaking or the Part thereof leased is situate, a Notice stating that the Lease has been agreed upon or settled between the Company and the Lessee, and has been approved of by the Board of Trade, and will take effect on and from a Day to be specified in such Notice; and the Provisions of this Act with respect to Leases having been complied with, the Lease shall take effect on and from the Day so specified, and such Day shall be in each Case the Period herein-after referred to as the Commencement of the Lease.

10. No

Lease not to affect Third Parties.

10. No Lease of the Undertaking or any Part thereof shall take away, alter, or in anywise affect any of the Duties, Obligations, Restrictions, or Liabilities to which the Company but for the making of such Lease might by any Law or Statute be subject, but all Persons and Corporations other than the Lessee shall have the same Rights, Privileges, Powers, and Remedies against the Company, after the making of and notwithstanding such Lease, as they might have had if such Lease had not been made.

For Recovery of Rent and Observance of Covenants.

11. If and as often as Rent or other Payment reserved and made payable by any Lease under this Act be not paid within Twenty-one Days after it becomes payable, and after Demand thereof in Writing by the Secretary of the Company, delivered to the Lessee, the Company may levy the same by Distress and Sale of the Goods, Chattels, Estates, and Effects of the Lessees wheresoever found, in the same Manner as Damages not specially provided for may be recovered under "The Railways Clauses Consolidation Act, 1845," and for this Purpose the Lessee shall be deemed to be "the Company" within the Meaning of that Act; and if in default of Payment as aforesaid there shall be no sufficient Distress, or if the Lessees shall fail to observe, perform, and fulfil all or any of the several Clauses, Covenants, Conditions, and Agreements contained in the Lease, then and in either of such Cases the Company may thereupon vacate and determine the Lease in the same Manner as though the same had expired by Effluxion of Time.

Lease to contain Provisions for Re-entry; and if Lessees become unable to carry on Traffic, Company to enter and work the Line.

12. Every Lease under this Act shall contain a Power of Re-entry to the Company in the Event of the Lessee becoming unable, by reason of any Execution, legal Process, Intestacy, Bankruptcy, Insolvency, or any personal Disability or Incapacity whatsoever, to carry on and continue the Traffic or working of the Undertaking or Part thereof leased in an effectual and proper Manner, and according to the Laws for the Time being in force relating to Railways; and upon the occurring of any such Event as aforesaid it shall be the Duty of the Company forthwith to re-enter upon and to carry on and continue the Traffic and working of the Undertaking or Part thereof leased, in like Manner, and with the same Powers, and subject to the same Obligations, Liabilities, Penalties, and Restrictions, as if no Lease thereof had been made: Provided always, that no such Re-entry shall in any Manner prejudice any Right or Claim which the Company may have against the Lessee or his Estate or Effects on account of any Breach or Non-observance of any of the Covenants contained in the Lease.

Tolls.

13. In estimating the Amount of Toll or Charge to be levied by the Lessee during the Continuance of any Lease under this Act in

respect of any Traffic conveyed partly on the Railway leased and partly on any other Railway of the Lessee, the Railway leased and such other Railway shall be deemed One Railway; and for any such Traffic conveyed for a less Distance than Six Miles the Lessee may charge as for Six Miles only, and in respect of Passengers for each Mile or Fraction of a Mile beyond Six Miles the Lessee may charge as for One Mile only, and in respect of Animals, Minerals, or Goods for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Six Miles the Lessee may charge as for a Quarter of a Mile only; and no other Short-distance Charge than for Six Miles shall during the Lease be made for the Conveyance of Passengers, Animals, Minerals, or Goods partly on the Railway leased and partly on any other Railway of the Lessee.

General Saving of Rights.

14. Notwithstanding the Lease of the Undertaking or Part thereof of the Company under this Act, and except only as is by this Act otherwise expressly provided, everything before the Lease done, suffered, and confirmed respectively under or by the Acts relating to the Company or any of them shall be as valid as if the Lease had not been granted, and the Lease and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if the Lease had not been granted would be incident to or consequent on any and everything so done, suffered, and confirmed respectively: Provided always, that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act.

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

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

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

16. Nothing herein contained shall be deemed or construed to exempt any of the Railways of this Company from the Provisions of any General Act relating to Railways, 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 and of the Rates for small Parcels authorized by the recited Acts.

17. The

17. The Costs and Charges of applying for and obtaining this Act and incidental thereto shall be paid by the Company. Expenses of Act.

18. This Act may be cited for any Purpose as "The *Cambrian* Railways (Additional Powers) Act, 1865." Short Title.

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