ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. cx.

An Act for making a Railway from *Corwen* to *Bala*, and for other Purposes. [30th *June* 1862.]

WHEREAS the Construction of a Railway in continuation of the *Llangollen and Corwen* Railway from *Corwen* in the County of *Merioneth* to *Bala* in the same County, with Lines to connect the same near *Corwen* with the *Denbigh, Ruthin, and Corwen* Railway, would be of great local and public Advantage: And whereas the estimated Cost of the said Undertaking is One hundred and twenty thousand Pounds: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to carry the said Undertaking into execution: And whereas Plans and Sections of the intended Railways showing the Lines and Levels thereof, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the Lands through which the same are intended to pass, or which may be required for the Purposes of the Undertaking, have been deposited with the Clerk of the Peace for the County of *Merioneth*: And whereas it is expedient that the *Great Western* Railway Company and the *Vale of Llangollen* Railway Company, or either of them, should be authorized to contribute to the said Undertaking to the Extent herein-after mentioned: And whereas the said Railways will communicate at *Corwen* with the *Llangollen and Corwen* Railway, and it is expe-

dient that the Company and the *Llangollen and Corwen* Railway Company should be authorized to make and carry into effect Agreements for the joint Construction, Use, and Management of a Station at *Corwen*, with all suitable Works, Approaches, and Conveniences for the Accommodation of the Traffic of the said respective Companies: And whereas it is also expedient that Provision should be made for enabling the Company hereby incorporated (and herein-after called "the Company"), and the *Great Western* Railway Company, the *Vale of Llangollen* Railway Company, and the *Llangollen and Corwen* Railway Company, or the Company and any of the said Companies, to make and enter into such Agreements and Arrangements as are herein-after authorized with respect to the working and Use of the Lines of Railway belonging to the said Companies respectively, and the Regulation and Management of the Traffic thereon, and the Division and Apportionment of the Profits arising therefrom: And whereas it is also expedient that Provision should be made for facilitating the Interchange and Transmission of Traffic from, to, and over the said intended Railways and the Railways belonging to the Companies herein-after mentioned respectively: But the Objects aforesaid cannot be effected 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 of the Commons, in this present Parliament assembled, and by Authority of the same, as follows:

8 & 9 Vict. cc. 16. 18. and 20., 22 & 23 Vict. c. 59., and 23 & 24 Vict. c. 106. incorporated.

1. The several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," "The Railway Companies Arbitration Act, 1859," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall, excepting in so far as expressly varied or altered by this Act, be incorporated with this Act.

Short Title.

2. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Corwen and Bala* Railway Act, 1862."

Subscribers incorporated.

3. *William Price Jones*, *William Henry Darby*, *John Robertson*, *Charles Tottenham*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railways herein-after mentioned, and for such Purpose shall be incorporated by the Name of "The *Corwen and Bala* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have a Common Seal, and Power to purchase and hold Lands for the Purpose of the Undertaking within the Restrictions herein and in the said Acts contained.

4. The

Capital.

4. The Share Capital of the Company shall be One hundred and twenty thousand Pounds, and all and every Part thereof shall be applied only in carrying into execution the Objects and Purposes of this Act.

Number and Amount of Shares.

5. The Number of Shares into which the said Capital shall be divided shall be Twelve thousand, and the Amount of each Share shall be Ten Pounds.

Calls.

6. Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the least shall intervene between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon such Share.

Power to borrow Money.

7. The Company may borrow on Mortgage any Monies not exceeding in the whole Forty thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of One hundred and twenty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually 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, and all Monies so to be borrowed shall be applied only in carrying into execution the Objects and Purposes of this Act.

Arrears may be enforced by Appointment of Receiver.

8. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any Mortgage by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Four thousand Pounds in the whole.

Interest not to be paid on Calls paid up.

9. It shall not be lawful for the Company, 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, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital of the Company; but nothing herein contained shall prevent the Company from paying to any Shareholder Interest on Money advanced by him beyond the Amount of the Calls made, in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

10. It

Deposits for future Bills not to be paid out of the Company's Capital.

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

First and subsequent General Meetings.

11. The First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held twice in every Year, in the Months of *February* or *March* and *August* or *September*, as the Directors may appoint; and all Ordinary Meetings shall be held in the Town of *Corwen*, or such other Place as the Directors may appoint.

Quorum of General Meetings.

12. The Quorum of General Meetings of the Company shall be Five Shareholders, present personally or by Proxy, holding in the aggregate not less than Three thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

13. The Number of the Directors shall not be more than Six, nor fewer than Three, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Capital of the Company.

First Directors.

14. *Charles Watkin Williams Wynn*, *Charles John Tottenham*, *William Price Jones*, *William Henry Darby*, and *John Robertson* shall be the first Directors of the Company.

Election of Directors at First Ordinary Meeting.

15. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders voting personally or by Proxy may either 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 as Members of such new Body.

Subsequent Election of Directors.

16. At the First Ordinary Meeting in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected, and at each subsequent Ordinary Meeting to be held at the End of each Year thereafter, One Third of the Directors, or as nearly One Third as may be, shall retire from Office, and the Shareholders voting personally or by Proxy shall elect Persons to supply the Places of

of the Directors then retiring from Office in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having died or resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said last-mentioned Act.

Quorum of Directors.

17. The Quorum of a Meeting of Directors shall be Three, and if the Number of Directors be reduced to Three the Quorum shall be Two.

Newspapers for Advertisements.

18. The Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in the County of *Merioneth* or any adjoining County.

Lines of Railway.

19. The Company may make and maintain the Railways herein-after mentioned, with all proper Works, Approaches, Stations, and Conveniences connected therewith; (that is to say,)

No. 1. A Railway commencing by a Junction with the *Llangollen and Corwen* Railway in the Parish of *Corwen*, and terminating in or near the Town of *Bala* in the Parish of *Llanfor* or *Llanfawr*, all in the County of *Merioneth* :

No. 2. A Junction Railway commencing by a Junction with the said Railway No. 1., in the Parish of *Corwen*, and terminating by a Junction near the River *Dee* with the Line of the *Denbigh, Ruthin, and Corwen* Railway, in the same Parish and County of *Merioneth* :

No. 3. A Junction Railway commencing by a Junction with Railway No. 1., and terminating by a Junction with the *Denbigh, Ruthin, and Corwen* Railway, all in the Parish of *Corwen* and County of *Merioneth*.

Power to make Railways according to deposited Plans.

20. The Company may, subject to the Provisions and Powers of Deviation in this Act and the Acts incorporated herewith contained, make and maintain the Railways and Works on the Line and upon the Lands delineated on the Plans and described in the Book of Reference, and according to the Levels defined on the Sections deposited with the Clerk of the Peace for the County of *Merioneth* as aforesaid, and may enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

For the Protection of the Rhiwlas Estate.

21. And whereas the Railway by this Act authorized is intended to pass through Portions of an Estate called the *Rhiwlas* Estate, situate in the several Parishes of *Llanfor* and *Llanycil*, or One of them, in the County of *Merioneth*, of which said Estate *Charlotte Price* Widow and *Howell Hedd Lloyd Clough*, Devisees in Fee and Trustees under the Will of *Richard Watkin Price*, late of *Rhiwlas*, Esquire, deceased, are or claim to be Owners, and it is expedient to make Provision for the

Protection and Accommodation of the said Estate and the Tenants thereof: Therefore, before the Company commence making the Part of the said Railway between the Point marked Nine Miles and One Furlong and the Termination of the said Railway on *Bala Green*, they shall submit a Plan and Working Drawings of the Mode in which they propose to construct such Portions of the said described Railway to the said *Charlotte Price* and *Howell Hedd Lloyd Clough*, or other the Owners for the Time being of the said Estate, which Plan and Working Drawings shall distinctly specify and show the relieving Channel and Works necessary for the Drainage and Passage of Flood Waters, and also for the Preservation of the Roads of Access and general Accommodation of the said Estate; and if within the Period of Two Months from the Receipt of the said Plans and Working Drawings the Owners of the said Estate shall require any Alterations in or Additions to such proposed Works, they may, by Notice in Writing to the Company, require them to perform and execute such Alterations or Additions: Provided nevertheless, that if the Company fail to agree to such Alterations and Additions, or any Modification thereof assented to by the said Owners, then it shall be referred to an Engineer, to be named by the Board of Trade on the Application of the Company or of the said Owners, to settle and decide what Works are necessary for carrying out effectually the several Purposes aforesaid; but if the said Owners of the *Rhiwlas* Estate do not give any written Notice requiring such Alterations or Additions within the said Period of Two Months, then they shall be considered to accept and approve of the Plans and Working Drawings so submitted to them, and the said Railway and Works shall be carried out and executed in accordance with the Plans and Drawings so approved, (or as the Case may be,) with such Alterations and Additions as may be agreed upon or settled in manner aforesaid, and shall be for ever maintained by and at the Costs and Charges of the Company, and the Company shall pay all reasonable Expenses which may be incurred by the said *Charlotte Price* and *Howell Hedd Lloyd Clough*, or the Owners for the Time being of the said Estate, in and about the Settlement of the several Matters aforesaid.

Level Crossing.

22. Subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company in the Construction of the said Railways to carry the same, so long as the same remains a Single Line of Railway, by not more than One Line of Railway, and when the Line shall be doubled then by not more than Two Lines of Railway, across and on the Level of the public Road in the Parish of *Llangar*, numbered 19 on the Plans deposited as aforesaid: Provided always, that it shall not be lawful for the Company in shunting Trains to pass any Train over such level Crossing, or to allow any Train, Carriage, Engine, or Truck to stand across the same.

23. For

Lodge to be erected at Point of crossing.

23. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Point where the Railway crosses the before-mentioned Road on the Level, and the Company shall be subject to and abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain any such Lodge, or appoint a proper Person to watch or superintend the Crossing at such Point, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require a Bridge in lieu of level Crossing.

24. It shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the Public Safety, at any Time hereafter, either before or after the Railway shall have been completed and opened for Traffic, to require the Company, within such Time as the said Board shall direct, and at the Expense of the Company, to carry the said Road either over or under the Railway by means of a Bridge or Arch in lieu of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board to be best adapted for removing or diminishing the Danger arising from such level Crossing; but should such Road be so carried under or over the Railway, it shall not be necessary for the Company to erect or maintain any Station or Lodge at the Point where such Road may be crossed, or to appoint any Person to watch or superintend the Crossing thereat, nor shall they be liable to any of the aforesaid Penalties for Failure so to do.

Regulating Inclination of a certain Road.

25. It shall be lawful for the Company to make the Inclination of the public Road in the Parish of *Llangar* numbered 19 on the said deposited Plans, when altered for the Purposes of this Act, not steeper than 1 in 16, provided that the nearest End of the said Inclination does not come within Twenty Yards of the Railway.

Regulating Span and Headway of certain Bridges.

26. It shall be lawful for the Company to construct the Bridge or Arch by which the Railway No. 1. will be carried over the Turnpike Road No. 33. in the Parish of *Corwen* on the said deposited Plans of such Dimensions as they think fit, not being less than 25 Feet Span and 12 Feet in Height; and it shall also be lawful for the Company to construct the Bridge or Arch by which the Railway No. 1. will be carried over the public Carriage Road No. 123. in the Parish of *Llandrillo* on the said deposited Plans of such Dimensions as they think fit, not being less than 25 Feet Span and 14 Feet in Height.

27. Pro-

Not to take Bala Green without providing another Area.

27. Provided, that nothing in this Act contained shall enable the Company to take or enter upon any Part of *Bala Green* without providing an equal adjacent Area of Land, so as to form a continuous Parcel of Land with the Green, to be used for the same Purpose as the Green.

As to Communications with Llangollen and Corwen and Denbigh, Ruthin, and Corwen Railways.

28. The Company may make such Openings in and Alterations of the Rails of the *Llangollen and Corwen* and *Denbigh, Ruthin, and Corwen* Railways respectively as are necessary in order to effect the Communications hereby authorized between those Railways and the Railways hereby authorized; and such Communications shall be effected in a substantial Manner by means of Connexion Rails and Points of the Construction and laid in the Manner which the Engineers for the Time being of the *Llangollen and Corwen* and *Denbigh, Ruthin, and Corwen* Railway Companies respectively may from Time to Time approve and require, and shall be executed to his or their Satisfaction in all respects; and in case of any Difference arising as to the Mode of effecting such Communications the same shall be determined, at the Cost of the Company, by a Referee to be appointed by the Board of Trade on the Application of any or either of the said Companies.

Expenses of Communications to be borne by the Company.

29. The Expenses of the Communications hereby authorized with the *Llangollen and Corwen* and *Denbigh, Ruthin, and Corwen* Railways respectively, and of all the necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, and amending such Communications, and for repairing and maintaining such Rails and Points, shall be borne and paid by the Company; and such Communications, Openings, and Works shall be in the first instance made, and be afterwards from Time to Time altered, amended, repaired, and maintained, under the Direction and Superintendence and to the reasonable Satisfaction of the Engineers for the Time being of the *Llangollen and Corwen* and *Denbigh, Ruthin, and Corwen* Railway Companies respectively, and in such Manner and by such Ways and Means respectively as shall not injure the said *Llangollen and Corwen* and *Denbigh, Ruthin, and Corwen* Railways respectively, or impede or interfere with the free, uninterrupted, and safe Passage along the same.

Signals, &c. to be erected, &c., and Persons to be appointed to prevent Danger at Points of Junction.

30. The *Llangollen and Corwen* and *Denbigh, Ruthin, and Corwen* Railway Companies respectively may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as those Companies may deem necessary for the Prevention of Damage to or Detention of or Interference with Traffic at or near the Junctions between their Railways respectively and the Railways hereby authorized; and the working and Management of such Signals, Works, and Conve-

Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *Llangollen and Corwen* and *Denbigh, Ruthin, and Corwen* Railway Companies respectively; and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall at the Expiration of such Half Year be repaid by the Company to those Companies respectively, on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

Company not to interfere with Lands or Works of the Llangollen and Corwen and Denbigh, Ruthin, and Corwen Railways without Consent.

31. 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 any of the Lands belonging to the *Llangollen and Corwen* Railway Company, or to the *Denbigh, Ruthin, and Corwen* Railway Company, or to alter, vary, or interfere with the Railways of the said Companies respectively, or any of the Works thereof, further or otherwise than is necessary for the convenient Junction and Intercommunication between the said Railways and the Railways hereby authorized, without the Consent in Writing of the said Companies respectively in every Instance for that Purpose first had and obtained.

Saving Rights of Railway Companies herein named.

32. Provided always, That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, diminish, alter, or prejudice any of the Rights, Privileges, Powers, or Authorities of the *Llangollen and Corwen* and *Denbigh, Ruthin, and Corwen* Railway Companies respectively.

Lands for extraordinary Purposes.

33. The Company may purchase by Agreement and hold any Quantity of Land for the extraordinary Purposes mentioned in "The Lands Clauses Consolidation Act, 1845," not exceeding in the whole Four Acres.

Powers for compulsory Purchases limited.

34. The Powers for the compulsory Purchase of Lands by this Act conferred upon the Company shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

35. The Railways shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act or the Acts incorporated herewith granted to the Company for executing the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railways as shall then be completed.

Tolls.

36. It shall be lawful for the Company to demand and receive any Tolls for the Use of the Railways not exceeding the following; (that is to say,)

Tonnage on Articles of Merchandise.

In respect of the Tonnage of all Articles conveyed upon the Railways, or any Part thereof, as follows:

For all Dung, Compost, Salt for agricultural Purposes, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

For Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, and Ironstone and Iron Ore, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

For all Sheet Iron, Hoop Iron, and all similar Descriptions of Wrought Iron, Pig Iron, Rod Iron, and other similar Articles of Merchandise, Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

For all Sugar, Grain, Salt for domestic Purposes, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum of Three Farthings *per* Ton *per* Mile:

For all Cotton, Wool, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

And for every Carriage, of whatever Description, and not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Fivepence; and a Sum of One Penny Farthing *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

Tolls for Passengers and Cattle.

37. In respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows:

For any Person conveyed in or upon any such Carriage, *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Halfpenny:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per* Mile Threepence; and if conveyed in or upon any Carriage belonging

belonging to the Company, an additional Sum *per* Mile of One Penny:

For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Penny:

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per* Mile One Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Farthing.

Tolls for propelling Power.

38. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Halfpenny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Maximum Rates of Charges for Passengers.

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

For every Passenger conveyed in a First-class Carriage the Sum of Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage the Sum of Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage the Sum of One Penny Farthing *per* Mile.

Maximum Rates for Cattle, Goods, &c.

40. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rates of Charges to be made by the Company, including the Tolls for the Use of the Railways, and for Carriages, and for locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, the Sum of Fourpence *per* Mile:

For every Ox, Cow, Bull, or Head of Neat Cattle, the Sum of Twopence *per* Mile:

For every Calf, Pig, Sheep, or other small Animal, One Penny *per* Mile:

For every Carriage, the Sum of Sixpence *per* Mile:

For Culm, Coke, Ironstone, Iron Ore, Pig Iron, and Bar Iron, Twopence *per* Ton *per* Mile:

For Coal, Dung, Compost, Salt for agricultural Purposes, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, Charcoal and Cinders,

Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, and Sand, the Sum of One Penny Halfpenny *per* Ton *per* Mile:

For all Sugar, Salt for domestic Purposes, Grain, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of Threepence *per* Ton *per* Mile:

For all Cotton and other Wools, Drugs, and other manufactured Goods, the Sum of Fourpence *per* Ton *per* Mile:

For Sheet Iron, Hoop Iron, and all similar Descriptions of Wrought Iron, Twopence *per* Ton *per* Mile:

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, the Sum of Fivepence *per* Ton *per* Mile.

Regulations as to the Tolls.

41. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles:

Provided always, that if the Railway shall be worked continuously with the *Llangollen and Corwen* Railway under the Powers to that Effect herein-after contained, Articles or Persons conveyed continuously for a less Distance than Four Miles upon the said Railways respectively shall only be charged once as for Four entire Miles, in the same Manner as if the *Llangollen and Corwen* Railway had formed Part of the Railways hereby authorized, anything in the Acts relating to the said *Llangollen and Corwen* Railway Company to the contrary notwithstanding; and no other Short-Distance Charge shall be made for the Conveyance of Passengers, Animals, and Goods or other Matters on the said Railways, or any of them:

For a Fraction of a Mile beyond Four Miles, or beyond any greater Number of Miles, the Company may demand Toll and Charges in respect of Animals and Goods for each Fraction in proportion to the Number of Quarters of a Mile contained therein; and the Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile; and in respect of Passengers any Fraction of a Mile shall be considered as One Mile:

For any Passenger conveyed along any Part of the Railway, any fractional Part of a Penny may be charged as a Penny:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such 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

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beach, or Ash, or 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 Articles of great Weight.

42. And with respect to small Packages and single Articles of great Weight the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage (over the whole or any Part of the Line) of small Parcels not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence:

For any Parcel exceeding Fifty-six Pounds and not exceeding One hundred and twelve Pounds in Weight, One Shilling:

For any Parcel exceeding One hundred and twelve Pounds and not exceeding Two hundred and twenty-four Pounds in Weight, Two Shillings:

For Parcels exceeding Two hundred and twenty-four Pounds and not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, Bob, or single Piece of Machinery, or single Piece of Timber or Stone, or any other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they from Time to Time may think fit, not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, or which on account of the Length thereof may require more than One Carriage, the Company may demand such Sum as they think fit.

Passengers Luggage.

43. Every Passenger travelling upon the Railway in a First-class Carriage may take with him his ordinary Luggage not exceeding One hundred and twelve Pounds in Weight, and every Passenger travelling in a Second-class Carriage may take with him his ordinary Luggage not exceeding One hundred Pounds in Weight, and every Passenger travelling in a Third-class Carriage may take with him his ordinary Luggage

Luggage not exceeding Sixty Pounds in Weight, without any Charge being made for the Carriage.

Restriction as to Charges not to apply to Special Trains.

44. The Restriction as to the Charges to be made for Passengers shall not extend to any Special Trains that may be required to run upon the Railways, but shall apply only to the Express and Ordinary Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railways.

Company may take increased Charges by Agreement.

45. Nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges hereinbefore limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance of such Goods (except small Parcels) by Passenger or other Trains, or by reason of any other special Service performed by the Company in relation to such Goods.

Power to agree with Llangollen and Corwen Company as to Joint Station at Corwen.

46. The Company and the *Llangollen and Corwen* Railway Company may make and carry into effect all such Agreements as they may think fit with regard to the Construction, Arrangement, Management, and Use of a Station at *Corwen* for the Accommodation of the Traffic, whether in Passengers or in Goods, Animals, Minerals, or other Matters and Things, carried upon the Railways of the respective Companies, and it may by any such Agreement be determined whether such Station shall be constructed and maintained at the joint Expense of the said Companies, and in that Case whether in equal or unequal Proportions, or at the sole Expense of One of the said Companies, and to be used by the other of the said Companies, as the Case may be, upon Terms and Conditions to be mutually agreed on, and whether such Station shall be a Joint Station and used in common by the said Companies, or be so divided that a Part or Parts thereof may be devoted to the exclusive Use of each Company, and also whether such Station shall be constructed on Lands to be purchased or provided wholly by one Company or by both Companies; and it shall be lawful for the Companies, in pursuance of any such Agreement as aforesaid, to hold Lands for their joint Use and at their joint Disposal, and to appoint a Joint Committee, composed of such Number of their Directors as they may think fit, for the Regulation and Management of such Station, and to agree on Regulations as to the Appointment and Duties of such Committee, and to depute to such Joint Committee Powers to agree to and from Time to Time to vary or rescind Regulations respecting the Management and Use of the said Station; and in case either of the Companies shall have purchased or acquired Land for the said Station, such Company shall hold such Land as shall have been so acquired and as shall be used for the said Station in trust for the joint Use of both Companies upon such Terms as may be agreed upon; and the Company who shall not have purchased the same shall

shall contribute and pay to the Company who purchased such Land such Portion of the Purchase or Consideration Money and other Expenses incurred in acquiring the same as has been or shall be agreed upon.

Arbitration in regard to Corwen Station.

47. If any Questions, Disputes, or Differences shall arise between the Company and the *Llangollen and Corwen* Railway Company in regard to the Matters embraced in the immediately preceding Enactment, or any of them, or in regard to any Agreement relative thereto, the same shall, so often as they shall arise, be settled by Arbitration in manner provided by the "Railway Companies Arbitration Act, 1859," with respect to the Settlement of Disputes by Arbitration.

Power to make Working and Traffic Arrangements with the Great Western and other Companies.

48. The Company and the *Great Western* Railway Company, the *Vale of Llangollen* Railway Company, and the *Llangollen and Corwen* Railway Company, or the Company and any of the last-named Companies, may from Time to Time make any Contracts and Agreements with respect to the following Purposes or any of them; (that is to say,)

First, the User, Working, and Maintenance by the *Great Western* Railway Company, the *Vale of Llangollen* Railway Company, and the *Llangollen and Corwen* Railway Company, or any of them, of all or any Part of the Railways hereby authorized, and the Stations, Sidings, Watering Places, and all other Works and Conveniences belonging thereto; and likewise the User and Working by the Company of the *Great Western* Railway, the *Vale of Llangollen* Railway, and the *Llangollen and Corwen* Railway, or any Part thereof respectively, and of the Stations, Sidings, Watering Places, and all other Works and Conveniences belonging to the said Railways respectively:

Secondly, the Conveyance by the *Great Western* Railway Company, the *Vale of Llangollen* Railway Company, and the *Llangollen and Corwen* Railway Company, or any of them, or the Company, of all or any Part of the Traffic passing upon or over the Railways hereby authorized, or any Part thereof:

Thirdly, the Supply of any Rolling or Working Stock to or by the Company hereby incorporated:

Fourthly, the Accommodation, Conveyance, Forwarding, Interchange, and Management of Traffic on, to, and from the Railways of the said respective Companies, or any Part thereof respectively:

Fifthly, the Division between the Companies Parties to such Contracts of the Profits and Receipts arising from the Traffic upon their respective Railways, or any Part thereof respectively:

Sixthly, the Tolls, Rates, Duties, and Charges, Rent or other Consideration to be charged in respect of such Traffic, or to be paid in respect of such User, and the fixing and appointing of such Tolls, Rates, Duties, and Charges, Rent or other Consideration, or any of them.

49. Pro-

Duration of Contract.

49. Provided always, That any such Contract may be and continue for such Period as may be agreed on, but no such Contract shall have any Operation until the same shall have been approved of by the Board of Trade, who shall not approve such Contract without being satisfied that the same has been duly assented to by the Shareholders of the Companies, Parties thereto, in Extraordinary Meeting assembled for the Purpose as herein-after provided.

Sanction of Extraordinary General Meetings to Traffic Arrangements.

50. Provided also, That any such Contract shall not be valid without the Sanction of an Extraordinary General Meeting of each of the Companies, Parties to such Contract as aforesaid, given by a Majority at each such Meeting, such Majority consisting of the Holders of Three Fifths of the Capital represented thereat respectively personally or by Proxy.

Meetings how to be convened.

51. Such Meeting shall be called by Advertisements inserted for Two successive Weeks in some Newspaper of the County in which the principal Office of the Company so meeting is situate, or if there be no Newspaper published therein, then in some Newspaper published in an adjoining County, the last of which Advertisements shall be published not less than Seven Days before such Meeting.

Traffic Arrangements not to affect Tolls, &c.

52. Provided also, That any such Contract shall not in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the respective Companies are from Time to Time respectively authorized to demand or receive from any Person not Party to the Contract, but all such other Persons shall, notwithstanding any such Contract, be entitled to use the Railways to which the Contract relates upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as if the Contract were not entered into.

Contracts between Companies may be modified by the Board of Trade.

53. If at the Expiration of Ten Years after the making of any such Contract, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of the Contract in such Manner as the Board of Trade may think necessary for removing the public Injury, and the Contract shall be modified accordingly.

Public Notice at Expiration of decennial Period.

54. The Company, previous to the Expiration of each such decennial Period, shall give such public Notice as the Board of Trade may prescribe that the Board has such Power, and is about to enter upon such Revision, and will entertain Complaints, with a view to the Removal of any Evil resulting to the Public from any such Engagement.

55. Any

Contract may be varied or rescinded.

55. Any such Contract may be varied or determined by Consent of the Parties thereto, but any such Variation or Determination shall not operate or take effect until approved by such Majority as hereinbefore mentioned of the Shareholders in each Company, and by the Board of Trade, in the Manner herein provided in the Case of any such further Contract, Notice of such intended Variation being also given previously to such Approval in manner aforesaid.

Tolls may be taken by the contracting Companies subject to Working Agreement.

56. So long as any of the contracting Companies 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 contracting Companies for the Use of the Railway, in accordance with the Terms and Stipulations of any such Contract; and such Tolls and Charges, or a proportionate Part thereof, shall be paid over to the Company, or be retained by the contributing Company for their own Use and Benefit, subject to such Deductions, Payments, or Liabilities as may be provided in any such Contract.

Joint Committees for Purposes of Traffic.

57. For the Purposes of any such Contract the Companies may from Time to Time (if they think fit) appoint such Joint Committees, composed of such Number of their Directors respectively as they think fit, and may regulate the Proceedings of such Joint Committees, and may delegate to and confer on such Joint Committees all such Powers for carrying into effect such Contracts and Agreements, or any of the Objects or Purposes thereof, as the Companies respectively think fit.

Powers of Joint Committees.

58. Every such Joint Committee shall have and may exercise the Powers so from Time to Time delegated to and conferred on them, in like Manner as the same might be had and exercised by each of the Companies respectively, or their respective Directors.

As to Settlement of Disputes by Arbitration.

59. The Committee shall, at their First Meeting in every Year, appoint some Person as Arbitrator for the ensuing Year, and if any Difference shall at any Time arise in the Committee between the Members thereof representing the Companies respectively, such Differences shall be from Time to Time referred to the said Arbitrator, or in default of the Appointment of such Arbitrator by the Committee then to an Arbitrator to be nominated by the Board of Trade on the Application of either of the Companies; and the Arbitrator may, on Application made to him by either of the said Companies, attend at any Meeting of the Company, and summarily decide any such Matter of Difference, and every Award or Decision of such Arbitrator shall be final: Provided always, that if any Matter which may have been referred to the Arbitrator shall be left undecided by him at the Expiration of his Year of Office, the same Matter shall be decided by the said Arbitrator, and his Decision shall be binding, although he may no longer fill the said Office.

For facilitating Traffic between Railways and Llangollen and Corwen and other Railways.

60. Whereas the Railways by this Act authorized effect Junctions with the *Llangollen and Corwen* Railway and the *Denbigh, Ruthin, and Corwen* Railway at *Corwen*: And whereas the said *Vale of Llangollen* Railway and *Llangollen and Corwen* Railway are authorized to be worked by the *Great Western* Railway: And whereas the *Vale of Clwyd* Railway communicates with the said *Denbigh, Ruthin, and Corwen* Railway at *Denbigh*, and it is expedient that Provision should be made for securing the due working of the Railways so as to admit of the convenient Interchange of Traffic at *Corwen*: Therefore, as respects the Railways of the Company, and in consideration of the reciprocal Powers hereby granted to the Company, the *Llangollen and Corwen* Railway Company, the *Vale of Llangollen* Railway Company, the *Great Western* Railway Company, the *Denbigh, Ruthin, and Corwen* Railway Company, and the *Vale of Clwyd* Railway Company respectively, shall, for the Purposes of all Traffic whatever, whether Passengers, Cattle, Goods, Minerals, or other Things, to or from *Corwen* and any Places on the Railways of the said Companies respectively, from Time to Time and at all Times hereafter have the Right to book and invoice through over the Railways of the Company all such Traffic intended to pass to or from any Place on the Lines of the said other Companies respectively for which the Lines of the Company in conjunction with those of the said other Companies form the shortest Railway Route; and the Company shall, for and in respect of all such Traffic, at all Times afford to and for the said other Companies all needful Accommodations, Facilities, and Conveniences at, on, and over the Lines and Stations of the Company by the Trains of the Company, and by Through Booking, Through Rates, Through Waggons and Carriages, and shall at all Times and in all respects conduct, forward, carry on, and accommodate all such Traffic on equal Terms with and as well as if it were their own proper Traffic, and the Charge to the said other Companies shall in no Case exceed the Mileage Proportion of the Through Rates in respect of such Traffic after Deduction of the usual Clearing House Terminal Charges on Goods and Government Duty on Passengers: Provided always, that the Rates and Charges shall be calculated as if the Traffic passed over the shortest Distance that the Lines of the Company and the said other Companies in connexion would give, and out of such Charges the Company shall receive its full Mileage Proportion of the Distance which the Traffic passing over their Railways has actually traversed; and it shall be lawful for the said other Companies respectively, if they think fit, from Time to Time to have and employ at all or any of the Places and Stations aforesaid their own Booking and Invoicing Clerks, and Carting and other Agents, and the Company shall, at the Expense of the Company or Companies claiming the same, provide all proper and needful Accommodations for securing the Facilities before expressed; and as respects the Railways of the said other Companies respectively the Company shall have the same Rights, Powers, and Privileges in all

respects

respects as are herein-before granted to the said other Companies as respects the Railways and the before-mentioned Traffic and Stations of the Company.

Differences to be determined by Arbitration.

61. If any Dispute shall at any Time arise between the Company and any of the said other Companies as to the Amounts to be allowed or charged by the one to the other for the Services and Accommodations to be respectively performed and supplied as aforesaid, or as to any Matter or Thing in the foregoing Enactment mentioned, the same shall from Time to Time be settled by Arbitration in the Manner provided for the Settlement of Disputes by Arbitration by "The Railway Companies Arbitration Act, 1859," and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference; and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; and any of the said Companies who shall refuse or neglect to perform or observe and conform to any Decision given or Regulation made by any such Arbitrator in the Premises, shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for any such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

Power to the Denbigh, Ruthin, and Corwen Railway Company to use certain Railways.

62. The *Denbigh, Ruthin, and Corwen* Railway Company, and all Persons and Companies lawfully using their Railway, may pass over and use the Railways hereby authorized, with their Engines and Carriages and Waggons, and for the Purposes of Traffic of all Kinds, and the Stations, Sidings, Watering Places, Works, and Conveniences belonging to or connected with the said Railways; and the Company shall make all necessary Arrangements for that Purpose, and afford all reasonable Facilities and perform all reasonable Services for the Passage, Reception, Delivery, and Transmission of Traffic over their Railways to and from the Railways of the *Denbigh, Ruthin, and Corwen* Railway Company, and make Provision for the Use of Booking Offices at the Stations on such Railways, and all other Matters necessary for facilitating the Traffic of the *Denbigh, Ruthin, and Corwen* Railway Company, and all Persons and Companies lawfully using their Railway, in connexion with the Railways of the Company.

Terms of such Use.

63. The Terms, Conditions, and Regulations to which the *Denbigh, Ruthin, and Corwen* Railway Company, and any Person or Company claiming to exercise the Powers herein-before given for using the Railways of the Company, shall be subject in respect of the said Use, Facilities, and Services, and the Tolls or other Considerations to be paid by them for the same, shall, if not agreed upon between them and the Company, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade; and the Decisions of such Arbitrator shall

shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; and any of the said Companies or Persons respectively who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

For protecting local Traffic.

64. In exercising the Powers herein-before granted it shall not be lawful for the *Denbigh, Ruthin, and Corwen* Railway Company, or any Person or Company lawfully using their Railway, unless with the Consent in Writing of the Company, to take up at any Station of the Company, or at any Station between *Corwen* and *Dolgelly*, including the Stations at *Corwen* and *Dolgelly*, any Passengers, Parcels, Animals, Goods, or Minerals, and to deliver them at any other Station of the Company, or of the *Bala and Dolgelly* Railway Company; and if the *Denbigh, Ruthin, and Corwen* Railway Company, or any Person or Company lawfully using their Railway respectively, violate this Enactment, they shall for every such Violation pay to the Company Fifty Pounds by way of Penalty.

Power to Great Western Company to subscribe.

65. The *Great Western* Railway Company from Time to Time may subscribe for or take and hold Shares of the Capital of the Company not exceeding Forty thousand Pounds.

Power to Vale of Llangollen Company to subscribe.

66. The *Vale of Llangollen* Railway Company from Time to Time may subscribe for or take and hold Shares of the Capital of the Company to any Extent not exceeding Ten thousand Pounds.

Power for contributing Companies to raise and apply Monies for Contributions.

67. For the Purposes of any Contribution by any of the said Companies towards the Funds of the Company the contributing Company may apply any Monies now or hereafter belonging to them or under their Control, and which are not by any Act or Acts relating to them respectively appropriated for any Purpose, or which, if so appropriated, are not required for that Purpose, and may raise any Monies by the Creation and Issue of new Shares or Stock, either ordinary or preferential, but if preferential the Dividend thereon not to exceed the Rate of Five Pounds *per Centum per Annum*.

Payment of preferential Dividend by contributing Companies.

68. The preferential Dividend, if any, to be paid by any of the contributing Companies on any Shares which they respectively are by this Act authorized to create shall be payable half-yearly out of the Profits of every Year applicable for the Payment of Dividends, and in priority to the Dividend on the Ordinary Shares; but if and whenever

the

the Profits of any Year ending with the Thirty-first Day of *December* applicable for the Payment of Dividends on the Shares of the contributing Company or Companies, as the Case may be, are insufficient for the Payment in full of the preferential Dividend thereon for that Year, the Deficiency shall not be paid or payable wholly or in part out of the Profits of any subsequent Year, or out of any other Funds of the Company which created such Shares.

Certificates of Shares to express Conditions of Issue.

69. The Certificates issued for such preferential Shares shall distinctly express upon the Face of them the Conditions upon which the same are issued.

Sanction of Shareholders for Contribution by Companies.

70. No Contribution towards the Funds of the Company shall be made nor shall any Share or Stock be created for the Purpose by any of the said Companies without in every Case the Sanction of at least Three Fifths of the Votes of the Shareholders voting, in Person or by Proxy, at a General Meeting specially convened for the Purpose.

Saving Rights of existing preferential Shares.

71. Provided always, That any Preference or Priority in the Payment of Interest or Dividend granted by any of the said Companies with respect to any new Shares or Stock created by them respectively in pursuance of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock previously granted by them respectively by or in pursuance of or confirmed by any Act of Parliament passed before this Act or in the present Session of Parliament, or otherwise from Time to Time lawfully subsisting.

Providing for Completion of Railways.

72. 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, Nine thousand six hundred Pounds, being Eight Pounds *per Centum* of the Amount of the Estimate of the Expense of the Railways authorized by this Act, have been deposited with the Court of Chancery in *England* in respect to the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Nine thousand six hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Money, 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 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 hereby incorporated shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railway hereby authorized to be made, open the said 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 said 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 said Company shall have opened the said Railways 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 Money deposited as aforesaid, and the Interest and 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 Nine thousand six hundred Pounds shall have been executed by the said Company, with One or more 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 Nine thousand six hundred Pounds if the said Company shall not, within the Time limited for the Completion of the said Railways, open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said 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 Solicitor to the said Lords Commissioners, then such Money, and the Interest or Dividends thereof, shall be 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, 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 Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid, and the Certificate of the 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.

73. Nothing

Saving Rights of the Crown.

73. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said 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 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.

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

74. Nothing herein contained shall be deemed or construed to exempt the Railways or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of Railway Accounts, now in force, or which may pass during the present 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, or of the Rates and Charges for small Parcels, authorized by this Act.

Expenses of Act.

75. All Costs, Charges, and Expenses connected with the passing of this Act shall be paid by the Company.

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