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be made for the Use by the Company of the general Station at *Shrewsbury*, together with the Watering Places, Sidings, Platforms, Booking Offices, Warehouses, and other Buildings and Conveniences connected therewith, or such Portions thereof as may be necessary, and of such Line or Lines of Railway in or approaching to the said Station as may be necessary for the Use by the Company of such Station or any Part thereof: And whereas it is also expedient that Power should be granted for the Company, the *Shrewsbury and Hereford* Railway Company, and the Lessee of the last-mentioned Railway, to enter into Contracts and Arrangements for the joint Construction, Maintenance, and Use, upon Lands belonging to the *Shrewsbury and Hereford* Railway Company, or which that Company may hereafter acquire, of a Station, with suitable Approaches, Works, and Conveniences, in the Townships and Parishes of *St. Julian Shrewsbury*, *Coleham*, *the Abbey Foregate Shrewsbury*, and *Holy Cross and St. Giles's Shrewsbury*, or some of them: And whereas it is also expedient that the Company should be empowered to provide additional Station Accommodation at or near and to improve the Approaches to their existing Passenger and Goods Stations at *Bolton* in the County of *Lancaster*, and for such Purpose to acquire certain Lands and Houses situate to the East of and adjoining to their existing Railway and Station between *Great Moor Street* and *Heaton Street* in the Township of *Great Bolton* in the Parish of *Bolton-le-Moors* in the County of *Lancaster*: And whereas it is also expedient that a certain Footpath leading to *Bank Quay*, and passing under the Company's Railway, near their Passenger Station at *Warrington* in the Township and Parish of *Warrington*, should be diverted through certain Lands in the same Township and Parish lying adjacent to their said Railway, and between the said Footpath and the *Saint Helen's* Railway, and that the Company should be empowered to acquire so much of the said Lands as may be necessary for such Purpose: And whereas it is also expedient that certain Works which have been executed by the Company in conjunction with the *Lancashire and Yorkshire* Railway Company, as the Proprietors of the *North Union* Railway, over or in connexion with a certain Footpath or Road in the Township and Parish of *Preston*, within the Borough of *Preston*, in the County of *Lancaster*, called or known as the "*Syke Footpath*" or "*Syke Road*," should be sanctioned, and that Authority should be granted to continue permanently, for the Purposes of or in connexion with the *North Union* Railway Station at *Preston*, so much of the Archway over the said Footpath or Road as has already been constructed: And whereas it is also expedient that the Powers contained in "The *London and North-western* Railway Act, 1852, (No. 2,)" for the Conversion of the Debenture Debt into Stock should be altered and amended, and that the Company should be empowered to alter and vary the Rate of Interest to be attached to the Stock to be hereafter

after created for such Purpose: And whereas it is also expedient that the Period limited by "The *London and North-western* (*Crewe and Shrewsbury Extension*, &c.) Act, 1853," for the Construction of the Railway or Sidings between *Primrose Hill* and *Willesden*, by that Act authorized, should be extended: And whereas Plans of the proposed new Line of Railway, and of the Lands proposed to be taken for the Purposes of this Act, and Sections, showing the Levels of the said new Line of Railway, together with Books of Reference to the said respective Plans, have been deposited as follows; (that is to say,) as regards the proposed new Line of Railway and the Lands in the County of *Salop*, with the Clerk of the Peace for the County of *Salop*, and as regards the Lands and Works in the County of *Lancaster*, with the Clerk of the Peace for the County of *Lancaster*: And whereas the several 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 Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

8 & 9 Vict. cc. 18. & 20. incorporated.

I. The "Lands Clauses Consolidation Act, 1845," and the "Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Short Title.

II. In citing this Act for any Purpose whatsoever, it shall be sufficient to use the Expression "The *London and North-western* Railway Act, 1856."

Power to make Railway according to deposited Plans.

III. Subject to the Provisions in this Act contained, the Company may make and maintain the Railway herein-after mentioned, with all necessary Works and Conveniences connected therewith, in the Line and according to the Levels shown upon the Plans and Sections relating to the said Railway deposited as aforesaid, and upon the Lands delineated on the said Plans, and described in the Books of Reference to such Plans, and may enter upon, take, and use all or such of the said Lands as may be necessary for those Purposes; (that is to say,)

A Railway commencing in the Property numbered on the Plans referred to in "The *London and North-western* (*Crewe and Shrewsbury Extension*, &c.) Act, 1853," 7, in the Parish of *Middle*, and passing through the Parishes of *Middle*, *Battlefield*, *Saint Julian Shrewsbury*, *St. Mary Shrewsbury*, *and Saint Alkmond Shrewsbury*, all in the County of *Salop*, and terminating at the Northern End of the General Station at *Shrewsbury*, there to form a Junction with the existing Lines of Railway in the said Station:

And the said new Line of Railway shall be and be deemed for the Purposes of Tolls and Charges, and for all other Purposes whatsoever, to be a Part of the Undertaking of the Company: Provided however, that it shall not be lawful for the Company to form a Junction with any other Line of Rails within the said Station than the Eastern or Up Passenger Through Line without the previous Consent of the Board of Trade, and such Junction with the Eastern or Up Passenger Through Line shall be effected by a single Line of Railway, consisting of Two Lines of Rails to be constructed in the most approved Manner: Provided also, that the Company shall have no Power to take, stop up, divert, or interfere with the Street called *Howard Street* in the Borough of *Shrewsbury*, or to take or use the Lands in the *Castle Foregate* in the Parish of *Saint Mary Shrewsbury* shown on the Plans and described in the Book of Reference deposited for the Purposes of this Act, and situate between the County Prison, *Castle Foregate*, *Howard Street*, and the Entrance to the Coalyard of the *Shropshire Union* Railways and Canal Company, or any Part thereof.

Difference of Opinion as to Junction to be determined by Arbitration.

IV. In case of any Difference of Opinion as to the Position of or Mode of effecting the Junction with the Eastern or Up Passenger Through Line, or with any of the Lines of Railway within the said Station with which the Board of Trade may hereafter consent that a Junction shall be effected, or as to the Works necessary for completing the same, every such Difference shall be determined by a Referee mutually agreed upon between the Company and the Companies Proprietors of the said Station, or, failing such Agreement, by a Referee appointed on the Application of the Company or of those Companies, or any or either of them, by the Board of Trade, and the Decision of the Referee shall be final and binding on all Parties interested, and the Cost of any such Junction and of all Works (necessary for completing the same) shall be defrayed by the Company.

Signals, &c. to be erected and maintained, and proper Persons appointed by the joint Committee to prevent Danger at Points of Junction.

V. The joint Committee of the general Station may from Time to Time erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Switchmen, or other Persons as the said Committee may deem necessary for the Prevention of Danger or Obstruction to or Interference with Traffic at and near the Points of Junction of the Railway hereby authorized with the said general Station; and the Working and Management of such Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of the said joint Committee; and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Switchmen, and other Persons, shall, at the End of every Half Year, be repaid by the *London and North-western* Railway Company to the said joint Committee;

mittee; and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the *London and North-western* Railway Company by the said joint Committee in any Court of competent Jurisdiction: Provided always, that if any Difference shall arise between the Company and the said joint Committee in regard to the Byelaws and Regulations of the said Committee as affecting the Matters aforesaid, the same shall from Time to Time be referred to an Arbitrator to be appointed by the Board of Trade, whose Decision shall be final and binding, and the Costs of the Reference and by whom to be paid shall be in the Discretion of the Arbitrator.

Trains entering Station to stop at Ticket Platform.

VI. All Trains arriving at *Shrewsbury* by the Railway hereby authorized shall, unless with the Consent of the Board of Trade, stop at a Ticket Platform to be constructed on such Railway outside the said Station, and shall not enter the Station until signalled from within the said Station, but this Provision may be relaxed by the Board of Trade in such Manner and to such Extent as they from Time to Time think necessary or desirable for the public Convenience; and upon the Application of the Company, or of any of the Companies Proprietors of the Station, the Board of Trade shall from Time to Time make or approve Byelaws and Regulations for the Passage of the Traffic of the Railway hereby authorized into, out of, and through the said Station.

Power to abandon Part of original Line.

VII. The Company shall abandon the Formation of so much of the Line of Railway authorized to be made by the said *London and North-western* (*Crewe and Shrewsbury Extension*, &c.) Act, 1853, as extends from the said Property numbered on the Plans referred to in that Act 7, in the Parish of *Middle*, and in the Parishes of *Saint Mary Shrewsbury*, *Saint Alkmond Shrewsbury*, *Saint Julian Shrewsbury*, *and Holy Cross and Saint Giles's Shrewsbury*, to the Terminus thereof in *Shrewsbury*.

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

VIII. Provided always, That in any Case where before the passing of this Act any Contract hath been entered into for the absolute Purchase, in pursuance of "The *London and North-western* (*Crewe and Shrewsbury Extension*, &c.) Act, 1853," or any Notice under that Act has been given by the Company to treat for the Purchase of any Lands which the Company were empowered to purchase for the Purpose of constructing the Portion of Railway so authorized to be abandoned as aforesaid, the Company shall make 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 Contract not being carried into effect or such Notice further prosecuted, and the Amount and

Application of such Compensation shall be determined 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 also, that the Authority hereby given for abandoning the aforesaid Portion of Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company 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 Company upon such Lands for the Purpose of surveying and 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 said Lands Clauses Consolidation Act contained.

Power to cross a certain Road on the Level.

IX. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained, in reference to the crossing of Roads on the Level, it shall be lawful for the Company, in the Construction of the Railway by this Act authorized, to carry the same with Four Rails across and on the Level of the Road numbered on the Plans relating to the said Railway deposited as herein-before mentioned as follows; (that is to say,)

No. on Plan.	Parish.	Description of Road.
124 a	Saint Alkmond Shrewsbury	Turnpike Road.

Company to erect a Station or Lodge at Point of crossing, and abide by Rules, &c. of Board of Trade.

X. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Point where the Railway crosses the before-mentioned Road on the Level, and the Company shall be subject to and shall 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 Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at such Point or Station, 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 imposed.

Board of Trade may require a Bridge to be erected in

XI. 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, either before or after the Railway by this Act authorized to be made shall have been completed and opened for public Traffic, to require the Company, within

within such Time as the said Board of Trade shall direct, and at the Expense of the Company, to carry the before-mentioned Road either under or over the Railway by means of a Bridge or Arch in lieu of crossing the same on the Level, and to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Bridge in lieu of a level Crossing.

XII. As regards the Road herein-after mentioned, it shall be lawful for the Company to make the Rate of Inclination of such Road, when altered, not steeper than as follows; (that is to say,)

Regulating Inclination of a certain Road.

Number on Plan.	Parish.	Description of Road.	Proposed Inclination.
42	Middle - -	Public Highway -	1 in 16.

XIII. The Company may deviate from or alter any Viaduct delineated on the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, or, if made into other Lands, be made with the previous Consent in Writing of the Owners, Lessees, and Occupiers thereof: Provided always, that the Company shall not make any engineering Work instead of a Viaduct unless authorized by a Certificate from the Board of Trade, as provided by the Fourteenth Section of "The Railways Clauses Consolidation Act, 1845."

Power to alter engineering Works.

XIV. The Company shall have Power and Authority to purchase, hire, or take any Buildings or Lands for the Purpose of Offices, or for the Purpose of erecting Offices or Warehouses for the Purposes of their Railway thereon, adjoining to or at a Distance from their Railway, in Fee Simple or on a Building Lease, or as Tenants for a Term of Years or from Year to Year, and for that Purpose to enter into all such Arrangements, Contracts, Deeds, Covenants, and Instruments as they may be advised are necessary, and for that Purpose to affix the Seal of the Company to any of such Instruments, which shall be binding upon the Company and their Successors, and may also, at their own Expense, erect and build upon or contract for the Erection upon such Land so to be bought or taken upon Lease as aforesaid such Offices or Buildings for the Use of the Company as shall to them seem meet and desirable.

Power to take Offices on Lease or otherwise.

XV. That the Railway hereby authorized shall be completed by the Twentieth Day of *December* One thousand eight hundred and fifty-eight; and from and after that Day the Powers by this Act granted to the Company for executing the said Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Limiting Time for completing the Railway.

XVI. If

Dividends suspended if Railway not opened within a limited Time.

XVI. If the Railway by this Act authorized to be constructed shall not be completed and opened for public Traffic by the Twentieth Day of *December* One thousand eight hundred and fifty-eight, then and from thenceforth it shall not be lawful for the Company to declare or pay any Dividend on the ordinary or unguaranteed Capital of the Company until the said Railway shall have been completed and opened for public Traffic.

Company to have Power to use general Station at Shrewsbury and Lines of Railway in or approaching thereto.

XVII. The Company may use the general Station at *Shrewsbury* belonging or reputed to belong jointly to the *Shropshire Union* Railways and Canal Company, (whose Undertaking, including their Interest in the said Station, is now worked by and authorized to be leased in perpetuity to the *London and North-western* Railway Company,) and to the *Great Western* and the *Shrewsbury and Hereford* Railway Companies, and the Watering Places, Sidings, and Platforms, Booking Offices, Buildings, and other Works and Conveniences connected therewith, or such Portions thereof as may be necessary and sufficient for their Traffic, and (subject to the Provisions herein contained as to the Junction) such One or more of the Lines of Railway in or approaching to the Station as may be necessary and sufficient for the User by the Company of the Station, or any Part thereof.

Terms of such User may be agreed on with Companies interested;

XVIII. The Company may have such User on such Terms and Conditions, and on Payment of such Tolls, Rates, or Charges, or other Considerations, whether a Sum in gross or an annual Payment, or otherwise, as may (from Time to Time) be agreed upon between the Company and the several other Companies from Time to Time owning or interested in the Station and the Works and Conveniences thereof, and the Lines of Railway in or approaching to the Station respectively.

Or, failing Agreement, may be referred to Arbitration.

XIX. If the Company and such other Companies respectively, or any of them, do not within One Month after Notice in Writing from the Company agree with respect to the Byelaws and Regulations of the Companies Proprietors of the said Station, or with respect to the Terms and Conditions on which the Company shall have such User, then the Matter in Difference shall be referred to and determined by an Arbitrator, to be, on the Application either of the Company or of the other Companies interested, or any of them, appointed by the Board of Trade.

Matters to be determined by Arbitrator.

XX. The Arbitrator so appointed shall determine the Byelaws and Regulations for the Use of the said Station, and the Terms and Conditions on which they shall have such User, and the Manner and Extent of the Accommodation to be afforded to the Company with respect to such Station, Lines of Railway, Watering Places, Sidings, and

and Platforms, Booking Offices, Buildings, and other Works and Conveniences respectively, and other the Rights and Privileges to be exercised and enjoyed by the Company with respect to such User, and the Tolls, Rates, and Charges, or other Consideration, to be paid in that Behalf by the Company, and to whom and how and when the same shall be paid, and generally all other Matters with respect to such User, and the Determination of such Arbitrator shall (except as is by this Act otherwise provided, or except with the Consent of all Parties interested) be binding on all Parties interested.

Periodical Revision of Terms determined by Arbitrator.

XXI. Provided always, That if the Consideration determined by the Arbitrator to be paid by the Company with respect to such User be other than the Payment by the Company of a Sum in gross, any of the Companies interested, including the Company, at any Time after the Expiration of every Five Years after the Day on which the first or any subsequent Determination comes into operation, may demand a Revision of the Terms and Conditions then in force, and if the other Company or Companies do not within Twenty-one Days after Notice in Writing from the Company or Companies demanding such Revision agree on the Terms and Conditions upon which the Company shall continue to have such User, then the Matter in Difference shall be again referred to and determined by an Arbitrator to be so appointed by the Board of Trade, who shall determine what (if any) Alteration shall be made in the Terms and Conditions of the then subsisting Determination, and the Determination of such Arbitrator shall in like Manner be binding on all Parties interested.

Performance of Award.

XXII. It shall be competent for every such Arbitrator to determine that the Companies interested, including the Company, or any of them, from Time to Time shall do all such Acts as may be necessary or expedient for carrying his Determination into effect; and the Costs of the Reference shall in every Case be in the Discretion of the Arbitrator.

Arrangements between the Company and the Shrewsbury and Hereford Railway Company, &c. for Joint Construction &c. of Station at Shrewsbury.

XXIII. It shall be lawful for the Company, the *Shrewsbury and Hereford* Railway Company, and the Lessee of the last-named Railway to enter into and carry into effect all such Contracts and Arrangements as they may think fit for the joint Construction, Maintenance, and Use upon any Lands belonging to the *Shrewsbury and Hereford* Railway Company, or which that Company may hereafter acquire, of a Station for other Purposes than Passenger Traffic, with suitable Approaches, Works, and Conveniences, in the Townships and Parishes of *Saint Julian Shrewsbury*, *Coleham*, the *Abbey Foregate Shrewsbury*, and *Holy Cross and Saint Giles's Shrewsbury*, or some of them; provided however, that on the Opening of the *Severn Valley* Railway to *Shrewsbury* the *Severn Valley* Railway Company shall be entitled

entitled to the same Accommodation in such Station and upon similar Conditions to those provided by the *Severn Valley* Railway Act, 1855, in reference to the Goods Station of the *Shrewsbury and Hereford* Railway Company.

Power to provide additional Station Accommodation at Bolton.

XXIV. Subject to the Provisions in this Act contained, it shall be lawful for the Company to provide additional Station Accommodation at or near, and to improve the Approaches to their existing Passenger and Goods Stations at *Bolton* upon the Lands and Property, or any Part thereof, in the Township of *Great Bolton* in the Parish of *Bolton-le-Moors*, shown on the Plans and described in the Books of Reference deposited as aforesaid, and adjoining to their existing Railway and Station between *Great Moor Street* and *Heaton Street*, and situate between the Eastern Side of their said Railway and the Line marked on the said Plan, and designated "Limits of Deviation," and to enter upon, take, and use all or such Parts of those Lands and Property as they may think requisite for those Purposes, or any of them.

Not to take Land of Lancashire and Yorkshire Railway Company without Consent.

XXV. Nothing in this Act contained shall authorize the Company to enter upon, take, or use, either temporarily or permanently, any Land of or belonging to the *Lancashire and Yorkshire* Railway Company, or in which the said last-mentioned Company has any Estate or Interest, situate within the Borough of *Bolton*, without the Consent in Writing of the said *Lancashire and Yorkshire* Railway Company under their Common Seal first had and obtained for that Purpose.

Power to divert Footpath at Warrington.

XXVI. It shall be lawful for the Company to divert a certain Footpath leading to *Bank Quay*, and passing under the Company's Railway near their Passenger Station at *Warrington* in the Township and Parish of *Warrington*, so as to carry the same through the Lands in the same Township and Parish shown on the Plans, and referred to in the Books of Reference deposited as aforesaid, and lying adjacent to the said Railway, and between the said Footpath and the *Saint Helen's* Railway, and to enter upon, take, and use so much of the said Lands as shall be necessary for such Purpose, and also to stop up and discontinue so much of the existing Footpath as will be rendered unnecessary by reason of such Diversion: Provided always, that nothing herein contained shall prejudice or affect the Right of the Owners or Occupiers for the Time being of the Lands through which the proposed Diversion of the said Footpath will be made to exercise the Powers granted by the Seventy-sixth Section of "The Railways Clauses Consolidation Act, 1845," of making collateral Branch Railways to communicate with the Railways now adjoining their respective Lands, but such Powers may be exercised as fully as if this Act had not been passed: Provided also, that if such Owners or Occupiers shall be empowered under the Provisions of the said

Section

Section to make any such Branch Railway to communicate with any Part of the Railway belonging to the Company, along or adjoining to which such proposed Diversion of the said Footway will pass, it shall be lawful for and the Company are hereby required at the Request of such Owners or Occupiers to construct, at the Expense of the Company, a Bridge not exceeding Ten Feet in Width over the said Footpath for the Purpose of enabling such Communication to be made.

As to Works in connexion with Syke Footpath at Preston.

XXVII. And whereas in the Execution of the Works connected with the *Preston* Station it has been found necessary to execute certain Works for covering over a Portion not heretofore authorized to be covered over of the Footpath or Road there called the *Syke Footpath* or *Syke Road*, and it is expedient that the Construction and Maintenance of the Works so constructed over that Portion of the said Footpath or Road be legalized and confirmed, and that Power be given permanently to cover over the Remainder of that Footpath or Road where it passes under the Station, and up to *Charles Street* in *Preston:* Therefore the said Company and the *Lancashire and Yorkshire* Railway Company, as the Proprietors of the *North Union* Railway, may maintain the Works as already constructed for covering over the *Syke Footpath* or *Syke Road*, and also may permanently cover over that Footpath or Road where it passes under the Station and up to *Charles Street:* Provided always, that the said Companies shall for ever hereafter keep drop dry all such Parts of the said Works as are by this Act authorized to be maintained or constructed for covering over the said Footpath or Road; and that in case at any Time another Road is substituted for the said *Syke Road*, or for the Portion of such Road under the said Station, the last-mentioned Portion shall belong to and be vested in such Proprietors; and so long as the same is kept open, the Local Board of Health of the said Borough shall, at their own Expense, light, clean, and watch the whole of the *Syke Road* under the *North Union* Railway.

So much of Sect. 10. of 15 & 16 Vict. c. cv. as refers to the Conversion of Debenture Debt into Stock, repealed.

XXVIII. So much of Section X. of "The *London and North-western* Railway Act, 1852, No. 2," as limits the Rate of the fixed and perpetual irredeemable yearly Dividend or Interest which the Company may attach to the Stock to be created under that Act to the Sum of Three Pounds Ten Shillings for every One hundred Pounds of such Stock is by this Act repealed, and the Company may agree with the Owner of any Stock issued under the Authority of the said Act for the Surrender of the same in exchange for Stock bearing a different Rate of Interest, provided that the annual Sum payable as Interest in respect of the Stock so given in exchange shall not exceed the annual Sum payable as Interest in respect of the surrendered Stock.

XXIX. The

Period for Completion of certain Works extended.

XXIX. The Period limited by "The *London and Norrh-western* (*Crewe and Shrewsbury Extension*, &c.) Act, 1853," for the Completion of the Railway or Sidings from the existing Tunnel of the Company under *Primrose Hill* to the Railway of the Company near *Willesden* shall be and the same is hereby extended from the Twentieth Day of *August* One thousand eight hundred and fifty-eight to the Twentieth Day of *August* One thousand eight hundred and sixty-three, and on the Expiration of such extended Period the Powers by the said Act granted for the Construction of the said Railway or Sidings, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Railway or Sidings as shall then be completed: Provided nevertheless, that it shall be lawful for the Board of Trade, if they shall think fit, at any Time after the Twentieth Day of *August* One thousand eight hundred and fifty-eight by Notice in Writing to require the Company to proceed with and to complete by a Day to be specified in such Notice the said Railway or Sidings, and the Company shall thereupon proceed to execute the same, and shall complete and open the same for public Traffic by the Day so specified.

As to Suspension of Dividends if Railway not opened within a limited Period.

XXX. Provided always, That the Provisions in the said last-mentioned Act contained, restraining the Company from declaring or paying any Dividend on the ordinary or unguaranteed Capital of the Company until the said Railway or Sidings shall have been completed and opened for public Traffic, shall not be enforceable against the Company until the Expiration of the extended Period by this Act granted for the Completion thereof, or the Date specified in any such Notice from the Board of Trade as aforesaid.

Provision of 10 & 11 Vict. c. cxxi. in reference to Constitution of joint Committee for Management of Railway between Shrewsbury and Wellington repealed.

XXXI. And whereas by "The *Shropshire Union* Railways and Canal Lease Act, 1847," after reciting that by the therein-recited "*Shropshire Union* Railways and Canal (*Shrewsbury and Stafford* Railway) Act, 1846," it was enacted, that a joint Committee should be formed for superintending the Construction and Maintenance of that Portion of the said Railway which was situate between *Wellington* and *Shrewsbury*, which joint Committee should be composed of Three Directors chosen from the Board of Directors of the *Shropshire Union* Railways and Canal Company, and of Three Directors chosen from the Board of Directors of the *Shrewsbury and Birmingham* Railway Company, and that a similar Provision was contained in the Act authorizing the Construction of the *Shrewsbury and Birmingham* Railway, it is by the now reciting Act enacted, that notwithstanding anything in the said therein-recited Acts or in the now recited Act contained, it should not be lawful for any Person being a Director of the *London and North-western* Railway Company as well as of the said *Shropshire Union* Railways and Canal Company

to

to be appointed or to act as a Member of the said joint Committee: And whereas it is expedient that the said last-mentioned Enactment should be repealed: Therefore the same shall be and is hereby declared to be repealed.

Power to apply Corporate Funds to Purposes of this Act.

XXXII. And whereas the Company have unexpended Capital arising from various Classes of Shares or Stock already created amounting to the Sum of Two millions seven hundred and thirty thousand Pounds and upwards, of which there will remain, after discharging all Liabilities chargeable thereon, the Sum of Five hundred thousand Pounds and upwards, and the Company propose to expend upon the Purposes of this Act and the *London and North-western* (*Crewe and Shrewsbury Extension*, &c.) Act, 1853, the Sum of Three hundred and fifty thousand Pounds: Therefore it shall be lawful for the Company to apply to all or any of the Objects and Purposes of this Act such Part as may be necessary of the Monies which they now have in their Hands, or which they have Power to raise by Shares or Mortgage by virtue of any Acts relating to the Company, and which may not be required for the Purposes to which they are by any such Acts made specially applicable.

Not to take Lands of the North Staffordshire Railway Company without Consent.

XXXIII. Nothing in this or in "The *London and North-western* (*Crewe and Shrewsbury Extension*, &c.) Act, 1853," contained, shall authorize the Company to enter upon, take, or use, either temporarily or permanently, any Land or Works of or belonging to the *North Staffordshire* Railway Company in the Parish of *Barthomley* and County of *Chester*, without the Consent in Writing of the *North Staffordshire* Railway Company under their Common Seal first had and obtained for that Purpose.

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

XXXIV. It shall not be lawful for the Company, out of any Money by any existing Act relating to the Company authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of 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 any Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

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

XXXV. Nothing herein contained shall be deemed or construed to exempt the Railway by this or any other Act relating to the Company authorized to be made, or the Company, from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration,

under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by this or any other Act relating to the Company.

Expenses of Act.

XXXVI. All the Costs, Charges, and Expenses of and incident to the obtaining of this Act, and preparatory thereto, shall be paid by the Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1856.