CHAPTER clxvi.

An Act for conferring further powers upon the London and North Western Railway Company in relation to their own undertaking and upon that Company in conjunction with the Great Western Railway Company and the Furness Railway Company in relation to their respective joint undertakings and upon the North and South Western Junction Railway Company in respect of their undertaking and upon the London and North Western Railway Company in relation to the undertaking of the Dublin Wicklow and Wexford Railway Company and for other purposes. [4th August 1905.] A.D. 1905.

WHEREAS it is expedient that the London and North Western Railway Company (in this Act called "the Company") should be empowered to make the widening of the portion of their railway hereinafter described and to execute the other works and exercise the other powers in this Act hereinafter respectively mentioned and to acquire for the purposes of the works by this Act authorised and for the general purposes of their undertaking the lands in this Act also mentioned:

And whereas plans and sections showing the respective lines and levels of the widening of railway and other works by this Act authorised to be constructed and plans of the lands by this Act authorised to be acquired and appropriated and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the

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peace for the several counties within which those works will be constructed and those lands are situate which plans sections and books of reference are in this Act respectively referred to as the deposited plans sections and books of reference:

And whereas it is expedient that the time limited by the London and North Western Railway (Wales) Act 1900 for the completion of the deviation by that Act authorised of the Red Wharf Bay Railway authorised by the London and North Western Railway (New Railways) Act 1899 should be extended as provided by this Act:

And whereas it is expedient that further powers should be conferred upon the Company as regards their own undertaking and upon the Company and the Great Western Railway Company (in this Act called "the Great Western Company") as joint owners of the West Kirby Extension Railway and upon the Company and the Furness Railway Company (in this Act called "the Furness Company") as joint owners of the Whitehaven Cleator and Egremont Railway and upon the North and South Western Junction Railway Company (in this Act called "the North and South Western Company") or upon the Company and the Midland and North London Railway Companies as lessees of the undertaking of the North and South Western Company with respect to the sale or other disposal of lands acquired but which are not or eventually may not be required for the purposes of the said undertakings respectively:

And whereas it is expedient that so much of the agreement dated the twenty-fifth day of February one thousand nine hundred and four and made between the Company and the Dublin Wicklow and Wexford Railway Company (in this Act called "the Wicklow Company") as is set forth in the Second Schedule to this Act should be confirmed and that the Company should also be empowered to take and hold stock in the capital of the Wicklow Company as provided by this Act:

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of this Act and for the general purposes of their undertaking and to apply their funds to the purposes of this Act:

And whereas it is expedient that some of the powers and provisions of existing Acts relating to the Company should be altered amended extended and enlarged and that such further powers should be granted to the Company as are hereinafter mentioned:

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And whereas the purposes of this Act 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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short title.

1. This Act may be cited for all purposes as the London and North Western Railway Act 1905.

Incorporation of general Acts.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say):—

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) and Part II. relating to extension of time) of the Railways Clauses Act 1863:

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The general meetings of the Company;

The making of dividends; and

The giving of notices:

And Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

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Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction.

Protection of gas and water mains of local authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company or society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

Power to Company to make widening of railway &c.

5. Subject to the provisions of this Act the Company may make and maintain in the line shown on the deposited plans and according to the levels shown on the deposited sections the widening of the portion of existing railway hereinafter described with all proper stations sidings roads approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated upon the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes thereof or in connection therewith.

The widening of railway hereinbefore referred to and authorised by this Act is—

A widening one mile seven furlongs and nine chains in length of the Company's Eccles Tyldesley and Wigan Railway between a point two hundred and sixty yards or thereabouts west of the bridge carrying the road over the said railway at Roe Green Junction and a point two hundred and seventy yards or thereabouts south-east of the booking office at Monton Green Station.

Tolls rates and charges.

6. In respect of the conveyance over the widening of the Eccles Tyldesley and Wigan Railway of passengers and parcels by passenger train the Company may demand and take the tolls rates and charges authorised by the London and North Western Railway (Consolidation) Act 1846 and for the conveyance thereover of the merchandise (including perishable merchandise by

passenger train) specified in the London and North Western Railway Company (Rates and Charges) Order Confirmation Act 1891 the Company may demand and take the rates and charges by that Act authorised in respect of the railways not therein specially mentioned.

For protection of corporation of Eccles.

7. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Eccles (in this section referred to as "the corporation") shall except so far as may be otherwise agreed between the corporation and the Company with reference to the works authorised by this Act to be constructed in the borough of Eccles apply and have effect (that is to say):—

(1) Before obstructing or breaking up any road or street in the borough the Company shall give to the corporation fourteen days' notice in writing of the intention to commence such works and the works so far as the same affect such road or street shall be carried out by the Company to the reasonable satisfaction of the corporation and the borough surveyor shall at all reasonable times during the construction of the works authorised by this Act have power to enter and inspect the same so far as such inspection may be necessary for the purpose of ensuring that the provisions of this section are complied with:

(2) Notwithstanding anything shown on the deposited plans the Company shall not enter upon take or use any more land in the borough of Eccles belonging to the corporation than is shown on the plan signed by Edward Baylies Thornhill on behalf of the Company and Thomas S. Picton on behalf of the corporation The Company shall before entering upon taking or using the existing footpath running between the Roads Nos. 8 and 13 make a new footpath in substitution therefor of the same width and fence the same off with posts and rails and complete such new footway to the reasonable satisfaction of the borough surveyor The embankment between the said Roads Nos. 8 and 13 and adjoining the said new footway shall be planted at the expense of the Company with shrubs or other plants:

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(3)—(A) In carrying the widened railway over the said roadway numbered 8 on the deposited plans the Company shall construct the new bridge or widened portion of the clear width between the abutments of not less than thirty-six feet measured on the square and of a clear headway throughout the whole length and width of the roadway of not less than sixteen feet six inches above the level of the road and in carrying the widened railway over the roadway numbered 13 on the deposited plans the Company shall construct the new bridge or widened portion of the clear width between the abutments of not less than thirty-six feet measured on the square and of a clear headway throughout the whole length and width of the roadway of not less than sixteen feet above the level of the road and in the execution of this work the foundations of the abutments shall be placed at such a level as will enable the corporation by lowering the road to provide a headway of sixteen feet six inches throughout Any angles which may be formed at the junction of the said new bridge with the existing bridges over the Roadways Nos. 8 and 13 shall be filled in by the Company with brickwork to the reasonable satisfaction of the borough surveyor:

(B) The Company shall line the walls of the said bridges with blue glazed bricks or tiles to a height of three feet above the level of the roads and the remainder of white colour and maintain the same in good condition and the same shall not at any time be used for bill posting purposes:

(C) The Company shall construct and maintain over and on the outer side of the proposed bridges over the said roads numbered 8 and 13 a close parapet or screen of not less than seven feet in height above the surface of the rails on each such bridge and every such new bridge or widened portion shall be constructed and maintained so as to prevent as far as practicable the dripping of water on the street In the construction of the bridge over said road numbered 8 there shall be no opening left uncovered between the existing bridge and the proposed new bridge:

(d) The Company shall at their own cost provide and maintain under each of the said bridges two lamps of like character and description as other street lamps of the corporation and such lamps shall be placed in such positions and shall be kept continuously lighted by and at the expense of the Company during such hours as the corporation shall from time to time prescribe for their other public street lamps:

(4) Before the Company interfere with any existing sewer or drain they shall to the reasonable satisfaction of the corporation and in accordance with the plans and sections to be previously submitted to and reasonably approved of by the corporation construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with:

(5) If the Company construct any pier or abutment over any sewer of the corporation the Company shall if so required by the corporation construct and maintain a good and sufficient relieving arch thereover so as to afford access thereto for the purposes of repairs:

(6) Whenever the electric light mains pipes cables or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and it is necessary for maintaining the supply of electrical energy to lay additional mains or cables such additional mains or cables shall previous to the severance or interference be laid by the corporation at the expense of the Company:

(7) All streets the surface of which shall be disturbed or which shall be widened by the operations of the Company shall be restored or made up as to the widened portion as the case may be to the reasonable satisfaction of the corporation:

(8) All works to be executed by the Company under this section shall be so executed at the cost in all respects of the Company:

(9) The Company shall from time to time pay to the corporation all sanitary and municipal rates leviable by or payable to the corporation upon the respective assessments of any lands or property shown upon the

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deposited plans or a proportion of such rates respectively from the time such lands or property shall be acquired by the Company until the Company's works are completed and assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of the acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down:

(10) The Company and the corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the corporation and for the execution by the corporation of any such works and the acquisition of land therefor:

(11) If any difference arise between the corporation and the Company with respect to anything to be done or not to be done by the corporation or the Company under this section such difference shall be settled by the arbitration of an engineer to be appointed (unless otherwise agreed or within ten days after a written request in that behalf by either party to the other of them) on the application of either party by the president of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall extend and apply to any such arbitration.

For protection of corporations of Eccles and Salford.

8. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Eccles (in this section referred to as "the corporation of Eccles") and of the mayor aldermen and burgesses of the county borough of Salford (hereinafter referred to as "the corporation of Salford") shall with reference to the works authorised by this Act to be constructed in the borough of Eccles have effect (that is to say):—

To prevent any interference with or danger to the traffic of the roads numbered 8 and 13 on the deposited plans the Company shall not erect or place thereon any scaffolding staging platform or other work except in

such positions as shall be approved by the borough surveyor of Eccles and the works shall be sufficiently fenced lighted and watched both by day and night until the completion thereof by and at the expense of the Company and arrangements shall be made at the cost of the Company to the reasonable satisfaction of the borough surveyor of Eccles and the manager of the tramways of the corporation of Salford as lessees of tramways of the corporation of Eccles that the tramway and general traffic in the said roads shall be continued during the progress of the works and the Company shall pay any expense or loss incurred or occasioned to the corporation of Eccles or the corporation of Salford by reason of the interference with or stoppage of the said tramway traffic during the execution of the works.

For protection of corporation of Manchester.

9. The following provisions for the benefit and protection of the lord mayor aldermen and citizens of the city of Manchester (in this section called "the corporation") shall unless otherwise agreed between the Company and the corporation be binding upon the Company and full effect shall be given thereto:—

(A) Whereas the widening of the railway and works hereby authorised will necessarily cross through and under the Worsley Road in the township of Worsley in the county of Lancaster by means of a bridge supporting such road over the said intended widening and it is necessary that special provision should be made for protecting the water main of the corporation lying under that road Therefore be it enacted that in the construction of the said widening the said water main shall be effectually supported in its present position or as near thereto as reasonably practicable and the said bridge shall be so built and the works of the Company shall in all respects be so carried on completed and maintained by the Company as to secure as far as possible the perfect stability of the said water main in or about its present position and level and with the same depth of covering or as near thereto as reasonably practicable and so as not either during the progress of the works or at any time thereafter to prevent or interfere as far as possible

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with the free and uninterrupted flow of water through the same or with the repair and maintenance thereof by the corporation :

(b) The piers or abutments and foundations of every bridge over any road or street in which water mains pipes or apparatus are laid shall extend and be made below the surface of the ground to such depth as shall be necessary for the purpose of ensuring the permanent stability of the said railway widening and as shall be sufficient to allow the corporation to make and construct repair or relay any water mains pipes or apparatus at the same depth as they are at present :

(c) Without prejudice to subsection (a) of this section whenever in the execution of the powers in this Act contained it shall be necessary to alter or interfere with or disturb any of the water mains or pipes or apparatus belonging to the corporation such alteration in the position or otherwise of any such water main or pipe or apparatus or other work which may be required for the purpose of any works by this Act authorised shall be carried out by and under the direction of the corporation but at the expense in all respects of the Company :

(d) Without prejudice to subsection (c) of this section no existing water main pipe or apparatus belonging to the corporation shall be disturbed altered or interfered with by the Company in execution of the works authorised by this Act or at any time thereafter until a substituted water main pipe or apparatus shall have been provided laid and constructed by the corporation of a capacity and at a level or levels which shall preserve to the reasonable satisfaction of the engineer of the corporation the free and uninterrupted flow and passage of water through the same The cost to be incurred by the corporation in providing laying and constructing such substituted water main pipe or apparatus (including therein any compensation which may be payable by the corporation in respect thereof) shall be paid by the Company to the corporation on demand :

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(E) The above provisions in subsections (C) and (D) shall extend and apply to any place (whether in a street or elsewhere) where the widening by this Act authorised shall be constructed under or over any water main pipe or apparatus of the corporation:

(F) Where the widening of the railway and works connected therewith pass under or through any street whether public or private suitable arrangements shall be made in and at the time of the construction of such widening and works by and at the cost of the Company for the carrying and protection of the water mains and pipes of the corporation and also of any diversions thereof respectively or substitutions therefor in accordance with plans to be submitted to and reasonably approved by the engineer of the corporation:

(G) If the engineer of the corporation and the engineer of the Company shall differ as to the reasonableness of the requirements of the corporation or concerning any plan or the execution of any of the works provided for by this Act then every such difference shall be settled by an engineer to be appointed by the corporation and the Company or if they cannot agree then by an engineer to be appointed as umpire under the provisions of the Railways Clauses Consolidation Act 1845.

For protection of urban district council of Worsley.

10. For the protection of the urban district council of Worsley (hereinafter in this section called "the council") the following provisions shall have effect unless otherwise agreed between the Company and the council:—

(1) In extending the bridge carrying the Worsley Road over the Company's railway the Company shall construct the new portion of such extended bridge so that the same shall be of a width of not less than forty-two feet between the parapets:

(2) If at any time after the passing of this Act the council shall widen the said Worsley Road between the junction therewith of Moorside Road and Saint Mark's Church the Company shall if so required by the council reconstruct the existing portion of the

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said bridge carrying the said road over their railway so that the same shall be of a width of not less than forty-two feet between the parapets and the cost of such reconstruction of such portion of the said bridge shall be borne by the Company and the council in equal shares;

And it shall be lawful for the council to borrow at interest any sum or sums of money required for the purpose of the payment of their proportion of such cost as aforesaid as if the same were expenses incurred by the council in the execution of the Public Health Act 1875:

(3) In order to secure the repayment of the money borrowed under this section and the payment of the interest thereon the council may mortgage or charge the district fund and general district rate and shall pay off all moneys borrowed by them under this section within a period of forty years from the date or dates of borrowing the same:

(4) The council may raise all or any moneys which they are authorised to borrow under this section either by mortgage or by issue of debentures or annuity certificates under and subject to the provisions of the Local Loans Act 1875 or partly in one way and partly in the other and the provisions of the Public Health Act 1875 relating to the borrowing and repayment of money (except so much of section 233 of that Act as relates to the sanction of the Local Government Board and subsections (1) (2) and (3) and so much of subsection (4) as relates to the sanction of the Local Government Board of section 234 of that Act) shall apply to moneys borrowed by the council under this section:

(5) The clerk of the council shall within twenty-one days after the thirty-first day of March in each year during which any instalment is required to be paid under this section transmit to the Local Government Board a return in such form as may be prescribed by that Board and verified by statutory declaration if so required by them showing the amounts which have been paid as instalments during

the year preceding the making of such return And in the event of any wilful default in making such return the clerk of the council shall be liable to a penalty not exceeding twenty pounds which shall be paid to the Local Government Board and which shall be recoverable by that Board in a summary manner and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court;

If it appears to the Local Government Board by that return that the council has failed to pay any instalments required to be paid (whether such instalment is required by this section or by the Local Government Board in virtue thereof to be paid) the Local Government Board may by order direct that the sum in such order mentioned not exceeding double the amount in respect of which default has been made shall be paid as in such order mentioned and any such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court:

(6) Notwithstanding anything in this Act contained or shown upon the deposited plans the Company shall not extend or interfere with the bridge carrying Greenleach Lane over their said railway:

(7) The Company shall at their own expense and to the reasonable satisfaction of the surveyor to the council reinstate any sewers which may be interfered with by them in the execution of the works authorised by this Act and shall indemnify the council against any damage to any sewers of the council which may arise from or be caused by the construction or user of the works authorised by this Act:

(8) The Company shall at their own expense and to the reasonable satisfaction of the council extend the footbridge over their railway opposite the Broad Oak Road over any widening of such railway that may be constructed by the Company under the powers of this Act and shall at the like expense

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and to the like satisfaction improve the present steps leading to such bridge and situate on the north-easterly side of the railway and shall also at the like expense and to the like satisfaction if required by the council provide one lamp for the purpose of lighting such bridge and shall pay to the council the cost of lighting the same during the hours the public lamps in the district are ordinarily lighted:

(9) If and when the Company shall reconstruct their Worsley Station or any part thereof they shall at the same time and at their own expense construct and make a covered passage over the existing railway and over any widening thereof which may be effected by them under the provisions of this Act.

For protection of Lancashire County Council.

11. The following provisions for the protection of the county council for the administrative county of the county palatine of Lancaster (in this section referred to as "the county council") shall have effect:—

(1) The extension of the bridge carrying the Main Road No. 12 on the deposited plans in the urban district of Worsley over the Company's Eccles Tyldesley and Wigan Railway shall be constructed at the Company's expense so as to leave for public traffic a clear width of forty-two feet between the insides of the parapets of the bridge:

(2) The surface of the area of the extension of such bridge as authorised by this Act shall be completed and paved to the reasonable satisfaction of the county council's surveyor.

For protection of Frederick William Cox Leeves.

12. Upon the Company commencing the widening of their Eccles Tyldesley and Wigan Railway by this Act authorised at or near the Worsley railway station Frederick William Cox Leeves shall be entitled to claim from and be paid by the Company compensation for injuriously affecting the property at Broadoak Park Worsley belonging or reputed to belong to him in the same manner and to the same extent as if he were an owner of property part of which had been compulsorily acquired for the purposes of the railway and such compensation shall in case of difference be ascertained and determined in the manner provided by the Lands Clauses Acts.

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Diversion of footpath Wiggenhall level crossing (Watford).

13. Subject to the provisions of this Act the Company may in the parish of Watford Urban in the urban district of Watford in the county of Hertford stop up and discontinue all rights of footway over the level crossing on the Company's Rickmansworth Branch Railway at Wiggenhall Road and may carry the footpath over the said railway and property of the Company by means of a footbridge.

Power to acquire additional lands &c.

14. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for the purposes of their undertaking and for providing accommodation for persons of the working class who may be displaced the lands hereinafter described or referred to delineated on the deposited plans and described in the deposited books of reference relating thereto and may execute the work hereinafter mentioned and so far as such work is shown upon the deposited plans and sections in accordance with those plans and sections (that is to say):—

In the county of Buckingham—

Certain lands in the parish of Bletchley in the urban district of Fenny Stratford lying on the southern side of and adjoining the Company's Oxford and Bletchley branch railway and between points respectively three hundred and seventy yards or thereabouts and six hundred and sixty yards or thereabouts south-west of the bridge carrying that railway over the public road leading from Bletchley to Water Eaton.

In the county of Warwick—

Certain lands in the parish and borough of Sutton Coldfield lying on the western side of and adjoining the Company's Sutton Coldfield Branch Railway and on the northern side of and adjoining Highbridge Road:

Certain other lands in the same parish and borough lying on the south-eastern side of and adjoining Jockey Road and on the south-western side of and adjoining the house and property known as Elmwood in that road.

In the county of Leicester—

Certain lands in the parish of Hugglescote-and-Donington in the urban district of Coalville lying on the south-eastern side of and adjoining the Charnwood Forest

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Railway between points respectively two hundred and forty yards or thereabouts and five hundred and seventy yards or thereabouts north-east of the junction of that railway with the Ashby and Nuneaton Joint Railway of the London and North Western and Midland Railway Companies.

In the county of Lancaster—

Certain lands in the parish of West Derby in the city and county borough of Liverpool lying on the eastern side of and adjoining the Company's Edgehill and Bootle Railway and between points respectively one hundred and fifty yards or thereabouts and five hundred and eighty yards or thereabouts south of the bridge carrying that railway over the public road at Breck Road Station.

In the county of Flint—

Certain lands in the parish of Holywell Rural lying on the north-east side of and adjoining the Company's Chester and Holyhead Railway and on both sides of Bagillt Station and the Company may lay two additional lines of rails across and on the level of the roadway at the level crossing at Bagillt Station on the north-east side of and near to the existing lines of rails at the said level crossing.

In the county of Denbigh—

Certain lands in the parish of Abergele Rural lying on the north side of and adjoining the Company's Chester and Holyhead Railway and between points respectively five hundred yards or thereabouts and one thousand seven hundred yards or thereabouts west of the bridge over that railway at Foryd Station.

For protection of corporation of Sutton Coldfield.

15. If and when the Company construct an approach or approaches to a passenger or goods station from the Jockey Road they will on the mayor aldermen and burgesses of the borough of Sutton Coldfield (in this section called "the corporation") proceeding to widen the road aforesaid up to the Company's land from the Birmingham road give up so much of their land fronting the said road as will enable the same to be widened to forty feet and will widen the bridge to a like width and the expense of widening the said bridge shall be divided between the Company and the corporation in

the following proportions one third by the Company and two thirds by the corporation and for the purposes of this section the corporation may independently of any other borrowing power borrow at interest such sums as may be necessary for the purposes aforesaid and such sums shall be repaid within a period of sixty years from the date or dates of borrowing the same and the provisions of sections 97 and 99 to 105 of the Sutton Coldfield Corporation Act 1903 with regard to the borrowing of money under that Act shall apply to all moneys borrowed by the corporation under this section.

For protection of corporation of Liverpool.

16. The Company shall before carrying out any works over any part of the watercourse situated on the lands to be acquired in the county of Lancaster specified in the section of this Act of which the marginal note is "Power to acquire additional lands &c." construct to the reasonable satisfaction of the engineer to the corporation of Liverpool a culvert of such dimensions as will be sufficient at all times to convey the water of the watercourse as clearly as before the construction of such works or as nearly so as may be.

For protection of Flintshire County Council and Holywell Rural District Council.

17. For the protection of the Flintshire County Council and the Holywell Rural District Council (in this section referred to for their respective interests as "the council") the following provisions shall notwithstanding anything in this Act contained and unless otherwise agreed between the council and the Company be observed and have effect (that is to say):—

(1) The Company shall dedicate to the public use the existing footbridge at the northern end of the Bagillt Station on their railway across that railway and across the land upon which the proposed widening of that railway is to be constructed together with the steps on the western side of such footbridge and the Company shall keep the said footbridge and steps and connecting footways in thorough repair to the reasonable satisfaction of the surveyor of the council:

(2) If under the powers of this Act the Company interfere with any culverts sewers drains watercourses and outfalls from Bagillt and the district adjoining which now pass under the Company's railway and under any lands which the Company acquire under the powers of this Act at or near Bagillt Station

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they shall reinstate and so far as may be necessary strengthen and reconstruct the same at their own expense to the reasonable satisfaction of the surveyor of the council:

(3) If any difference shall arise between the Company and the council under this section such difference shall be determined by an engineer to be appointed (unless otherwise agreed) on the application of either party by the president of the Institution of Civil Engineers.

For protection of Dee Conservancy Board and Walkers Parker and Company.

18. For the protection of the Dee Conservancy Board (in this section called "the conservancy board") and Walkers Parker and Company Limited and their successors in title (in this section called "Walkers and Company") the following provisions unless otherwise agreed between them respectively and the Company shall have effect (that is to say):—

(1) Notwithstanding anything shown on the deposited plans or in this Act contained the Company shall not acquire any land or other property adjoining or near to the railway in the vicinity of Bagillt Station shown upon Sheet No. 10 of the deposited plans for the parish of Holywell Rural except so much thereof as is shown within the altered limits of deviation on a plan signed by the engineer of the Company and the engineer of the conservancy board and Walkers and Company and nothing in this Act contained shall authorise or empower the Company outside such altered limits to make any work or do any act or thing whereby the Bagillt gutter or dock or flushing pool or any roads water channels sluices quays wharves works or apparatus connected therewith respectively may be obstructed diminished impeded or rendered less convenient and effective to the conservancy board and Walkers and Company or either of them or whereby any rights property or interests of the conservancy board or Walkers and Company therein may be taken away lessened prejudiced or altered:

(2) The Company shall leave or construct and make for the use of the conservancy board and Walkers and Company a road of not less than thirty feet in

width from the northern gate of the extended level crossing at Bagillt Station to the north-westerly side of the said gutter dock quays and wharves such road (whether left or constructed and made) to be so left or constructed and made as to be suitable for all descriptions of traffic to the reasonable satisfaction of the engineer of the conservancy board and Walkers and Company:

(3) If the Company shall make any work or do any act or thing whereby the said Bagillt gutter dock and flushing pool respectively or any roads water channels sluices quays wharves works or apparatus connected with the said gutter dock and flushing pool respectively shall or may be obstructed diminished contracted impeded or rendered less convenient or effective to or for the conservancy board and Walkers and Company or either of them the Company shall before making or doing any such work act or thing to the reasonable satisfaction of the engineer of the conservancy board and Walkers and Company make and do all such works and things as shall be necessary to make the said gutter flushing pool dock roads water channels sluices quays wharves works and apparatus equally convenient capacious and effective and in particular if it shall be found necessary to execute any works over so much of the south-east corner of the said dock as is within the said altered limits the same shall be carried by a girder over the said portion of the said dock to the reasonable satisfaction of the engineer of the conservancy board and Walkers and Company and so as not to interfere with any apparatus or arrangement for flushing:

(4) Before commencing any works at or adjoining Bagillt Station the Company shall give fourteen clear days' notice in writing to the conservancy board and Walkers and Company and shall submit plans of the said works for the approval of their respective engineers for the time being:

(5) Nothing herein contained shall be construed to defeat abrogate or lessen any right or remedy (if any) which the conservancy board or Walkers and Company have

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to recover from the Company full compensation for any damage or injury to their respective wharves quays works or gutters or for any unreasonable or unnecessary interruption or damage to the traffic thereon or the lawful use thereof occasioned by the works or operations of the Company:

(6) Nothing in this Act contained shall take away defeat lessen prejudice or affect any of the estates rights interests powers privileges or authorities of the conservancy board or of Walkers and Company under or the protection remedies or rights given to them and to other owners and occupiers of property by section 334 of the Act 7 & 8 Vict. c. lxv. entitled "An Act for making a railway from Chester to Holyhead" and the land and works acquired or constructed under or in the exercise of the powers of this Act or any existing special Act of the Company shall for the purposes of the said section be deemed part of the railway by that Act authorised.

Provision as to bridge at Bagillt.

19. If at any time hereafter it shall appear to the Railway and Canal Commissioners on the application of the Flintshire County Council and the Holywell Rural District Council or either of them that a bridge for vehicular traffic ought to be constructed in lieu of the level crossing at Bagillt Station they shall have power to order the Company to provide such bridge and any such order shall be enforceable in like manner as any order made by the Commissioners under the Railway and Canal Traffic Acts 1873 and 1888 or any Act amending the same.

Works below high-water mark not to be commenced without consent of Board of Trade.

20. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any

such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

As to private rights of way over lands taken compulsorily.

21. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Period for compulsory purchase of lands.

22. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements &c.

23. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Owners may be required to sell part only of a certain property.

24. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that a portion only of the property shown or partly shown on the deposited plans and thereon numbered 14 in the urban district of Worsley will be sufficient for the purposes of the Company and that such portion or some other portion less than the whole can be severed from the remainder of the said property without material detriment thereto Therefore the following provisions shall have effect:—

(1) The owner of and persons interested in the said property and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner":

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(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of the said property the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrator or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the said property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the said property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the said property specified in the notice to treat can notwithstanding the allegation of the owner be severed from

the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the said property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the said property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that the said property or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Extension of time for completion of railway.

25. The period limited by the London and North Western Railway (Wales) Act 1900 for the completion of the deviation and alteration by that Act authorised of the Red Wharf Bay Railway authorised by the London and North Western Railway

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(New Railways) Act 1899 is hereby extended for a period of three years from the sixth day of August one thousand nine hundred and five and sections 22 and 23 of the said Act of 1900 shall be read and construed as if the time limited by this Act for the completion of the said railways had been the time limited by the said Act of 1900 for the completion thereof.

If the said deviation and alteration be not completed within the said period of three years then on the expiration of that period the powers by the said Act of 1900 and this Act respectively granted for making and completing the same shall cease except as to so much thereof as shall then be completed.

Extending time for sale of certain superfluous lands of Company.

26. Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the periods for and within which the Company may hold or sell and dispose of any superfluous lands connected with the railways described or mentioned or situate in the parishes named in the First Schedule to this Act are hereby extended for the periods following (that is to say) As regards such of the said lands as are situate near to or adjoining any railway or station of the Company for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

Extending time for sale of superfluous lands on West Kirby Extension Railway.

27. Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company and the Great Western Company or either of them with which that Act is incorporated the periods for and within which the Company and the Great Western Company jointly may hold sell and dispose of any superfluous lands connected with the West Kirby Extension Railway are hereby extended for the periods following (that is to say) As regards such of the said lands as are situate near to or adjoining the said railway or any station thereon for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

Extending time for sale of certain superfluous lands con-

28. Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or the Furness Company with which that Act is incorporated the periods for and within which the Company

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and the Furness Company jointly may hold sell and dispose of any superfluous lands connected with the Whitehaven Cleator and Egremont Railway are hereby extended for the periods following (that is to say) As regards such of the said lands as are situate near to or adjoining the said railway or any station thereon for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

nected with Whitehaven Cleator and Egremont Railway.

29. Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the North and South Western Company or the Company and the Midland and North London Railway Companies as lessees of the North and South Western Junction Railway with which that Act is incorporated the periods for and within which the said North and South Western Company or the said lessees may hold sell and dispose of any superfluous lands connected with the North and South Western Junction Railway are hereby extended for the periods following (that is to say) As regards such of the said lands as are situate near to or adjoining the said railway or any station thereon for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

Extending time for sale of certain superfluous lands connected with North and South Western Junction Railway.

30. So much of the agreement dated the twenty-fifth day of February one thousand nine hundred and four and made between the Company of the one part and the Wicklow Company of the other part as is set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto and the Company may in accordance with the said agreement lend to the Wicklow Company any sum or sums of money not exceeding in the aggregate one hundred thousand pounds and any moneys already advanced by the Company in pursuance of the said agreement shall be deemed to have been made in pursuance of and under the powers conferred by this section.

Confirming agreement with Wicklow Company.

31. Nothing in this Act or the agreement hereby confirmed shall extend to prejudice or take away any of the rights advantages privileges or powers of the Dublin and Kingstown Railway Company whether under an agreement dated the second day of May one thousand nine hundred and five

For protection of Dublin and Kingstown Railway Company.

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between the Dublin Wicklow and Wexford Railway Company and the Dublin and Kingstown Railway Company or otherwise howsoever.

Power to purchase and hold stock of Wicklow Company.

32. The Company may in addition to lending to the Wicklow Company the sum of one hundred thousand pounds as provided by this Act subscribe for or purchase and hold any shares or stock of the Wicklow Company forming part of the New Ross and Waterford Extension Railways capital authorised by the Dublin Wicklow and Wexford Railway (New Ross and Waterford Extension) Act 1897 to any amount not exceeding in the whole eighty-seven thousand pounds.

Power to Company to raise additional money by creation of shares or stock.

33. The Company may raise for the purposes of this Act and any other Act of the present session of Parliament and for the general purposes of their undertaking (being in every case purposes to which capital is properly applicable by the Company) by the creation and issue of shares or stock such capital as they shall think necessary not exceeding three hundred and sixty thousand pounds exclusive of any other capital which they are or may be authorised to raise by this or any other Act or Acts of Parliament and the Company may create and issue such shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit and any preferential stock created under the powers of this Act shall be deemed to be part of and shall rank pari passu with and shall confer the like privileges and shall bear the same dividend and be subject to the like restrictions as such of the existing preference stocks of the Company as the Company may determine.

Shares of Company not to be issued until one fifth part thereof shall have been paid up.

34. The Company shall not issue any share under the authority of this Act of less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Except as otherwise provided new capital of Company to be subject to same inci-

35. The capital created by the Company under this Act and the shares or stock therein and the holders thereof respectively (except any capital and the shares or stock therein to which a preferential dividend is attached and the holders of those shares and that stock respectively) shall be subject and entitled to the same powers provisions forfeitures

liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing ordinary capital of the Company and those shares and that stock were shares and stock in that ordinary capital.

dents as ordinary capital.

Dividends on new shares or stock of Company.

36. Every person who becomes entitled to any shares or stock created by the Company under this Act shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend either preferential or ordinary as the case may be with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or stock.

Votes and qualifications in respect of new shares or stock of Company.

37. The holders of the shares or stock created by the Company under this Act shall have rights of voting and qualifications in respect thereof on the principle that each sum of one hundred pounds paid up in respect of the shares or stock held by any such holder shall be deemed equivalent to one original share of one hundred pounds in the capital of the Company as prescribed by the London and North Western Railway (Consolidation) Act 1846 as amended by subsequent Acts:

Provided that no person shall be entitled to vote in respect of any less amount than one hundred pounds paid up:

Provided also that (unless otherwise specified in any resolution of the Company) no person shall be entitled to vote in respect of any share or stock created or issued under this Act to which a preferential dividend shall be assigned.

New shares or stock raised by Company under this Act and any other Act of past or present sessions may be of same class.

38. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Acts and this Act respectively authorised to raise by the creation and issue of new shares or stock.

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Power to Company to borrow.

39. The Company may in respect of the additional capital of three hundred and sixty thousand pounds which they are by this Act authorised to raise borrow on mortgage of their undertaking any sums not exceeding in the whole one hundred and twenty thousand pounds and of that sum they may borrow from time to time not exceeding forty thousand pounds in respect of each one hundred and twenty thousand pounds of the said additional capital but no part of any of the said sums of forty thousand pounds shall be borrowed until shares for so much of the respective portion of the said additional capital in respect of which it is to be borrowed as is to be raised by means of shares are issued and accepted and one half thereof is paid up and the Company 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 shares for the whole of the respective portion of the said capital have been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the respective portion of such additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also if the said respective portion of capital is raised by shares that such persons or their executors administrators successors or assigns are legally liable for the same.

Upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

For appointment of a receiver.

40. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal money or principal money and interest shall be and the same

is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Company may create debenture stock.

41. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock of the Company at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Existing mortgages of Company to have priority.

42. All mortgages or bonds granted or to be granted by the Company under the authority of any former Act relating to the Company shall during the continuance thereof and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted have priority over any mortgages granted by the Company by virtue of this Act.

Nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Application of moneys by Company.

43. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes for which they are respectively by this Act authorised to be raised being in every case purposes to which capital is properly applicable.

Receipt to Company in case of persons not sui juris.

44. If any money is payable by the Company to a holder of shares or stock in the Company or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

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Power to Company to apply corporate funds to purposes of Act.

45. The Company may apply to any of the purposes of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Act relating to the Company already passed or to be passed in the present session of Parliament and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Interest not to be paid on calls paid up.

46. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

47. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Saving rights of Crown.

48. Nothing in this Act shall affect prejudicially any estate right power privilege or exemption of the King's most Excellent Majesty and in particular nothing herein contained shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose which consent such Commissioners and such Board are hereby respectively authorised to give.

Provision as to general Railway Acts.

49. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or the better and more impartial audit of

the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by this Act.

Costs of Act.

50. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

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The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

SUPERFLUOUS LANDS OF THE COMPANY.

RAILWAYS.

Bedford and Bletchley Railway.
Bettws-y-Coed and Festiniog Railway.
Guide Bridge Junction Railway.
Kirkburton Branch Railway.
Manchester and Crewe Railway.
Norton Canes Branch and Extension Railways.
Sandbach and Northwich Railway.
Seaton and Wansford Railway.

PARISHES.

Aylesbury.
St. Leonard's Shoreditch.

SECOND SCHEDULE.

AGREEMENT made the twenty-fifth day of February one thousand nine hundred and four between the LONDON AND NORTH WESTERN RAILWAY COMPANY (hereinafter called "the English Company") of the one part and the DUBLIN WICKLOW AND WEXFORD RAILWAY COMPANY (hereinafter called "the Irish Company") of the other part.

WHEREAS by the Dublin Wicklow and Wexford Railway (New Ross and Waterford Extension) Act 1897 and the Dublin Wicklow and Wexford Railway Company's Act 1900 the Irish Company was authorised to raise capital for the construction of an extension railway from New Ross to Waterford (hereinafter called "the extension railway") by the issue of two hundred thousand pounds ordinary stock and one hundred thousand pounds debenture stock:

And whereas the directors were subsequently authorised to issue one hundred thousand pounds part of the authorised ordinary stock with a guarantee of interest at the rate of four pounds per centum per annum:

And whereas the whole of the said one hundred thousand pounds guaranteed stock has been issued and there remains unissued one hundred thousand pounds unguaranteed stock and one hundred thousand pounds debenture stock:

And whereas it is to the mutual interest of the two companies that the English Company should advance a sum not exceeding one hundred thousand pounds for the purpose of the construction of the extension railway:

Now it is hereby agreed and declared as follows:—

12. Whereas by arrangement between the Irish Company and the English Company Mr. Henry Givens Burgess has been co-opted and is now a director of the Irish Company as the nominee of the English Company:

It is hereby mutually agreed that if at any time during the continuance of this agreement a vacancy occurs in the representation of the English Company upon the board of the Irish Company the directors of the Irish Company shall forthwith procure the election or re-election of or will co-opt or re-co-opt a fit and proper person properly qualified nominated by the English Company subject to the approval of the Irish Company (which approval is not to be unreasonably withheld) to be a director of the Irish Company.

13. In consideration of the foregoing the English Company undertake and agree from time to time as required to advance to the Irish Company by way of temporary loan such a sum or sums as may be necessary to complete the extension railway including the purchase of the necessary lands and the purchase of joint ownership in or the construction of the joint lines described in section 12 of the Fishguard and Rosslare Railway Act 1898 not exceeding in all the sum of one hundred thousand pounds which sum or sums shall be exclusively used and applied for the purpose of the construction and completion of the extension railway and the joint lines The said advance shall be made in such sums as may be required from time to time to meet the expenditure certified by the Irish Company's engineer and confirmed by a certificate from the engineer of the English Company.

14. The Irish Company shall not issue any further capital or exercise any borrowing powers authorised in respect of the separate undertaking of the extension railway without the consent in writing of the English Company so long as any part of the sum advanced remains unpaid.

15. Interest shall be paid by the Irish Company to the English Company upon any sums advanced by the English Company which remain unpaid at a rate not exceeding three and a half per centum per annum and shall be payable half-yearly on the thirtieth June and thirty-first December in every year Provided that no payment of such interest shall be made for any half-year unless the revenue of the separate undertaking of the extension railway shall be sufficient after payment of working expenses to pay in full the dividend for the half year on the one hundred thousand pounds four per centum guaranteed stock and on any debenture stock issued with the consent of the English Company in which case the sum advanced shall rank for payment of interest next after the said guaranteed and debenture stock

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Provided also that such interest shall not be cumulative and that the total amount thereof to be paid shall not exceed for any year the amount of such surplus of net revenue of the separate undertaking as shall remain after payment of dividend for the year on the four per centum guaranteed stock and debenture stock as aforesaid.

16. The Irish Company will if required so to do use its best endeavours to enable the English Company to obtain parliamentary or other sanction for this agreement or any part or parts thereof.

17. Either company shall have power on giving six months' notice in writing to require repayment of or to repay the sum advanced or any part thereof provided that for the five years immediately preceding the date of the notice interest at the rate of three and a half per centum per annum has been paid upon the sum advanced.

18. All questions and differences arising under or with reference to this agreement shall be determined by arbitration.

19. This agreement shall continue for the term of thirty-one years from the ninth January one thousand nine hundred and two and thereafter until all sums advanced by the English Company shall have been repaid.

Seal of the London and North Western Railway Company.

Seal of the Dublin Wicklow and Wexford Railway Company.

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