ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. ccxvii.

An Act for conferring additional Powers on the *London and North-western* Railway Company for the Construction of Works, and otherwise in relation to their own Undertaking and the Undertakings of other Companies; and for other Purposes. [28th *July* 1863.]

WHEREAS it is expedient that the *London and North-western* Railway Company (in this Act called "the Company") should be empowered to construct the Railways and execute the other Works herein-after mentioned; (that is to say,)

A Railway from the Company's existing Line at or near *Hall Wood* in the Township and Parish of *Huddersfield* to *Kirkburton* in the Parish of *Kirkburton* all in the West Riding of the County of *York*:

A Railway to be situate wholly in the Township, Parish, and Borough of *Wigan* in the County of *Lancaster*, to connect the *North Union* Railway with certain Land there belonging to the *North Union* Railway Company and their Lessees:

The London and North-western Railway (Additional Powers) Act, 1863.

A new Street or Road in the Parish of *Saint John the Baptist* in the City of *Chester* and County of the same City, leading from *Foregate Street*, otherwise *Forest Street*, to or towards the *Chester* General Railway Station, near the *Queen's Railway* Hotel:

And whereas it is expedient that Provision should be made for enabling the Company to make an Alteration or Deviation within the Hundred of *Wymersley* and Parish of *Hardingstone* in the County of *Northampton*, of the Turnpike Road known as the *Towcester and Cotton End Road*, and for the Discontinuance as a Turnpike Road and Thoroughfare, and Appropriation to the Purposes of the Company of a Portion of the existing Road, and for the Repair of a certain Part thereof not intended to be so appropriated, and for the Discontinuance as a public Thoroughfare of the Road belonging to the Company on the South Side of the Company's Station, connecting the *Towcester and Cotton End* Turnpike Road with the *Northampton and Newport Pagnell* Turnpike Road:

24 & 25 Vict. c. ccviii. And whereas by Section 53 of "The *London and North-western* Railway (Additional Powers) Act, 1861," an Agreement entered into between the Company and the Mayor, Aldermen, and Burgesses of the Borough of *Warrington*, a Copy whereof was contained in a Schedule to the said Act, was confirmed, whereby the said Mayor, Aldermen, and Burgesses, for the Considerations therein stated, agreed among other Things to construct a Street in the Township and Parish of *Warrington* in the Borough of *Warrington*, from *Bridge Foot* by *Bridge Mill* to the Company's Land at *Arpley* Station: And whereas the said Street is now in course of Construction, and it is expedient that further Powers should be conferred on the Company, and the said Mayor, Aldermen, and Burgesses respectively, with reference to the Construction of the said Road and the Acquisition of the Lands required for the Purposes thereof, and that the Company, and the said Mayor, Aldermen, and Burgesses should be empowered to enter into and carry into effect Agreements with reference to all or any of the Matters aforesaid: And whereas it is also expedient that the Company be empowered to purchase for the Purposes of their Undertaking the additional Lands following; (that is to say,)

Certain Lands and Houses in the Parish of *Hammersmith* in the County of *Middlesex*, known as *Alfred Row*, situate on the East Side of the *West London* Railway, and fronting the Turnpike Road from *London* to *Uxbridge*, together with the Occupation Road leading to the Rear of such Premises, and the Lands and Houses situate at such Rear, and to which such Occupation Road leads; also certain Land in the said Parish of *Hammersmith* abutting upon and bounded on the East by the *West London* Railway, on the North by *Woodstock Street*, and certain Houses on the East Side of *Woodstock Street* and the West Side of the said Railway, and extending Southwards from *Woodstock Street* for a Distance of Two

Two hundred and twenty-five Yards or thereabouts, and extending Westwards for a Distance of Forty-eight Yards or thereabouts;

Certain Lands and Houses in the Township and Parish of *Wigan* in the County of *Lancaster*, in addition to the Lands required for the proposed Railway at *Wigan* herein-before mentioned, bounded to the Northwards by the *North Union* Railway and Works connected therewith, to the Southwards partly by *Queen Street* and partly by a Block of Houses and Road, or Court connected therewith, situate on the northernly side of *Queen Street*, to the Westward by *Wallgate*, and to the Eastward partly by the said Block of Houses, Road, or Court, and partly by *Milk Street*; and also certain other Lands and Houses in the said Parish and Township situate to the Northward of and adjoining or closely contiguous to the Road belonging to the *North Union* Railway Company leading from *Wallgate* to their *Wigan* Passenger Station, and extending Eastward from *Wallgate* for a Distance of Seventy Yards or thereabouts along such Road:

And whereas it is also expedient that the Company should be empowered to stop up, discontinue, and extinguish all existing Footpaths or Rights of Way through or over the Station at *Buckingham* or their Railway near or contiguous thereto, and to make and maintain a Road from and out of the existing public Road from *Buckingham* to *Gawcott*, near to the Point where the said Road passes under the *Buckinghamshire* Railway, to and to form a Junction with the Street or Road called *Chandos Road* near to the *Buckingham* Station, all in the Parish of *Buckingham* in the County of *Bucks*: And whereas it is also expedient that the Company should be empowered to stop up, and discontinue, and extinguish all Rights of Way in respect of the Portion of an existing Footpath in the Township of *Atherton* in the Parish of *Leigh* and County of *Lancaster*, which is situate between a Point Twenty-five Yards or thereabouts Eastward of the centre Line of the *Bedford* and *Leigh* Branch Railway of the Company as authorized, and One hundred Yards or thereabouts Eastward of *Platt Fold*, and a Point where the said Footpath forms a Junction with the Road leading to *Leigh Church*, and to lay out a new Footpath in lieu of the Footpath so proposed to be extinguished: And whereas Plans and Sections showing the respective Lines and Levels of the proposed Railways and other Works by this Act authorized, and the Lands required for the Purposes thereof, and Plans of the other Lands proposed to be acquired by the Company under this Act and Books of Reference to such respective Plans have been deposited with the Clerks of the Peace for the several Counties within which those respective Works will be constructed and those respective Lands are situate: And whereas it is expedient that further Provision should be made for the Sale by the Company of certain superfluous Lands, and also with reference to the vesting, Sale, or Disposal of Lands held by the

Company,

Company, and also of Lands held in connexion with the *Chester* General Railway Station: And whereas by "The *Conway and Llanrwst* Railway Act, 1860," the *Conway and Llanrwst* Railway Company (herein-after called "the *Conway and Llanrwst* Company") were incorporated with Power to construct a Railway from the *Chester and Holyhead* Railway near *Conway*, to *Llanrwst*; and by the same Act (Section 46) the *Conway and Llanrwst* Company and the Company were empowered to enter into Agreements with reference to the Use and Working by the Company of the Railway thereby authorized and otherwise in relation thereto: And whereas by "The *Conway and Llanrwst* Railway Act, 1861," the *Conway and Llanrwst* Company were authorized to make a Deviation and Alteration of their authorized Line of Railway, and by the same Act other Powers were conferred upon that Company: And whereas, under the Provisions of "The *Conway and Llanrwst* Railway Act, 1860," the Company and the *Conway and Llanrwst* Company have entered into an Agreement for the Use and working by the Company of the *Conway and Llanrwst* Railway, and it is expedient that such Agreement (a Copy whereof is contained in Schedule (A.) to this Act) should be confirmed: And whereas it is expedient that the Company and the *Conway and Llanrwst* Company should be authorized to enter into Agreements for the Transfer to the Company of the Undertaking, Railways, Works, Property, Powers, and Privileges of the *Conway and Llanrwst* Company: And whereas by "The *Nuneaton and Hinckley* Railway Act, 1859," a Company was incorporated by the Name of the *Nuneaton and Hinckley* Railway Company, with Power to construct a Railway from the *Trent Valley* Line of the *London and North-western* Railway at *Nuneaton* in the County of *Warwick* to *Hinckley* in the County of *Leicester*; and by the same Act (Section 42) the *Nuneaton and Hinckley* Railway Company and the Company were empowered to enter into Agreements with reference to the Use and Working by the Company of the Railway thereby authorized, and otherwise in relation thereto: And whereas by "The *Nuneaton and Hinckley* Railway Extension Act, 1860," the Name of the *Nuneaton and Hinckley* Railway Company was changed to that of "the *South Leicestershire* Railway Company," (herein-after called "the *South Leicestershire* Company"), and the said Company were thereby empowered to extend their Railway from *Hinckley* to the *Midland* Railway at *Wigston Magna*, near *Leicester*, and to execute the other Works therein mentioned, and by the same Act (Section 36), Clauses 42 to 48 inclusive of "The *Nuneaton and Hinckley* Railway Act, 1859," authorizing Arrangements with the Company with respect to the Line thereby authorized, and containing Provisions with respect to such Arrangements, were extended to the Extension Railway by the now reciting Act authorized: And whereas by "The *London and North-western* Railway (Additional Powers) Act, 1862," the *South Leicestershire* Company were empowered to make a Deviation

23 & 24 Vict. c. cxlix.

22 & 23 Vict. c. civ.

23 & 24 Vict. c. xci.

25 & 26 Vict. c. ccviii.

The London and North-western Railway (Additional Powers) Act, 1863.

Deviation in the Line of Railway authorized by "The *Nuneaton and Hinckley* Railway Act, 1860," and other Powers were thereby conferred on that Company: And whereas under the Provisions of "The *Nuneaton and Hinckley* Railway Act, 1859," and "The *Nuneaton and Hinckley* Railway Act, 1860," or One of them, the Company, and the *South Leicestershire* Company have entered into an Agreement for the Use and Working by the Company of the *South Leicestershire* Railway: And whereas it is expedient that the Agreement between the Company and the *South Leicestershire* Company for the Transfer to the Company of the Undertaking, Railway, Property, Effects, Powers, and Privileges of the *South Leicestershire* Company (a Copy whereof is contained in Schedule (B.) to this Act) should be confirmed: And whereas by "The *Cannock Chase* Railway Act, 1860," the Most Honourable *Henry* Marquis of *Anglesey*, his Heirs or Assigns, were authorized to construct Railways from the *Cannock Mineral* Railway into *Cannock Chase*, and by the same Act (Section 14) the Proprietor of the Railway on the one Part, and the Company and the *Cannock Mineral* Railway Company on the other Part either jointly or severally were empowered to enter into Agreements with reference to the Use and Working by the contracting Companies, or either of them, of the Railways thereby authorized, and otherwise in relation thereto: And whereas under the Provisions of the said Act, the Company and the said Marquis have entered into an Agreement for the Use and Working by the Company of the *Cannock Chase* Railway: And whereas it is expedient that the Company should be empowered to agree with the said Marquis, or other the Owner or Owners for the Time being of the said *Cannock Chase* Railway, for a Transfer to the Company of the *Cannock Chase* Railway, and all the Estate and Interest, Rights, Powers, and Privileges of the said Marquis, or other the Owner or Owners for the Time being of the said Railway therein or thereto: And whereas by "The *Hampstead Junction* Railway Act, 1853," the *Hampstead Junction* Railway Company, (herein-after called "the *Hampstead Junction* Company") was incorporated, with Power to make a Railway from the *London and North-western* Railway at *Willesden* to the *North London* Railway in the Parish of *Saint Pancras*, with a Branch to the *North* and *South-western* Junction Railway, in the Parish of *Acton*; and by the same Act (Section Nine) the Company were authorized to subscribe towards and become Shareholders in the Undertaking, and to enter into Agreements with the *Hampstead Junction* Company with reference to the working of their Undertaking: And whereas by "the *Hampstead Junction* Railway (Extension of Time) Act, 1856," the Period limited by "The *Hampstead Junction* Railway Act, 1853," for the Completion of the Works thereby authorized, was extended: And whereas by "The *Hampstead Junction* Railway Amendment Act, 1859," the Time limited by "The *Hampstead Junction* Railway (Extension of Time) Act, 1856," for the Completion of the

22 & 23 Vict. c. civ.
23 & 24 Vict. c. xci.
23 & 24 Vict. c. xxxv.
19 & 20 Vict. c. lii.
16 & 17 Vict. c. ccxxii.
22 & 23 Vict. c. xiii.

The London and North-western Railway (Additional Powers) Act, 1863.

Hampstead Junction Railway was further extended, certain Deviations in the Line of the *Hampstead Junction* Railway were authorized, and further Powers were conferred on the *Hampstead Junction* Company: And whereas the Company have subscribed towards and are now the Holders of nearly all the Capital of the *Hampstead Junction* Company, and have entered into an Agreement for working their Undertaking: And whereas it is expedient that the Company and the *Hampstead Junction* Company should be empowered to enter into Agreements for the Transfer to the Company of the Undertaking, Railways, Works, Property, Powers, and Privileges of the *Hampstead Junction* Company: And whereas it is expedient that the Company on the one hand, and the following Companies, or any or either of them on the other, that is to say, the *Denbigh*, *Ruthin*, and *Corwen* Railway Company, the *Brecon and Merthyr Tydfil Junction* Railway Company, the *Hereford, Hay, and Brecon* Railway Company, the *Stourbridge* Railway Company, the *Tenbury* Railway Company, and the *Tenbury and Bewdley* Railway Company should be empowered to enter into and carry into effect Arrangements and Agreements with reference to the Use and Working, Maintenance and Management by the Company of the Undertakings, or any of them, or any Part or Parts thereof respectively of the other Companies or Company Parties or Party to any such Arrangement or Agreement, and with reference to the Transmission of Traffic upon and over the Railways or Parts thereof of the Company, and of the other Companies or Company as aforesaid, and to the Interchange of Traffic between their respective Railways, and the fixing and ascertaining and Division and Apportionment between the respective Companies of the Tolls, Rates, and Charges arising from such Traffic: And whereas it is expedient that the Company and the *Great Western* Railway Company should be empowered to enter into and carry into effect Arrangements and Agreements with reference to the Transmission of Traffic upon and over their respective Railways, or any Parts thereof, and to the Interchange of Traffic between their respective Railways, and the fixing and ascertaining, Division and Apportionment between the Company and the *Great Western* Railway Company, of the Tolls, Rates, and Charges arising from such Traffic, and with reference to the User by either of the said Companies of Portions of the Undertakings of the other of such Companies: And whereas it is expedient that the Company and the *Great Eastern* Railway Company should be empowered to enter into and carry into effect Arrangements and Agreements with reference to the Use by the Company of the Stations at *Cambridge* and *Peterborough*, respectively, of the *Great Eastern* Railway Company, and the Lines of Railway belonging to that Company leading to or communicating with those Stations respectively, and the Works or Conveniences connected therewith, and with reference to the Accommodation of the Traffic of the Company at such Stations respectively, and also with reference to the Transmission of Traffic to or from or passing through

through such Stations, or either of them, and with reference to the Interchange of such Traffic, and the fixing and ascertaining and the Division and Apportionment between the said Companies of the Tolls, Rates, and Charges arising from such Traffic: And whereas it is expedient that certain Agreements entered into between the Company and the *Shrewsbury and Welchpool* Railway Company, and bearing Date respectively the Sixteenth Day of *April* One thousand eight hundred and fifty-nine, and the First Day of *November* One thousand eight hundred and Sixty-one, with respect to the Working and Use by the Company of the *Shrewsbury and Welchpool* Railway, and the Transmission and Division of Traffic upon the said Railway or any Part thereof, and the Railway or any Part thereof, of the Company (Copies whereof are contained in the Schedules (C.) and (D.) to this Act) should be confirmed: And whereas it is expedient that the Company should be empowered to raise further Capital for the Purposes of this Act, and that the Company should be authorized to assign to all or any of the new Shares to be created for raising such Capital, and also to all or any of their authorized but unissued Capital, a Guaranteed or Preference Dividend or other Rights or Privileges: And whereas the several Purposes 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; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *London and North-western* Railway (Additional Powers) Act, 1863."

8 & 9 Vict. cc. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railway Clauses Consolidation Act, 1845," so far as the Provisions of the same respectively are applicable to the Purposes of this Act, are incorporated with and form Part of this Act.

Same Meanings to Words in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings unless excluded by the Subject or Context.

Power to take Lands.

4. Subject to the Provisions of this Act, and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use, and appropriate all or any of the Lands defined on the Plans and described in the Books of Reference deposited as aforesaid.

Company required to purchase the whole of

5. And whereas the Company require for the Purposes of this Act certain Property in the Parish of *Wigan* in the county of *Lancaster* numbered

certain Property if they take any Part thereof.

numbered on the deposited Plans, and in the Books of Reference thereto, 60, 61, 62 and 63, in that Parish, now vested in *Thomas* Baron *Kingsdown* as Tenant for Life; and whereas the said Property forms Part of a Block of Houses or Premises also vested in the said Baron *Kingsdown*, but Doubts exist whether, under "The Lands Clauses Consolidation Act, 1845," the Company are compellable to purchase and take the whole of the said Premises if they shall take any Part thereof, therefore if the Company shall require to take any Portion of the said Premises they shall purchase and take the whole thereof, as if the whole thereof and not a Portion only had been defined on the deposited Plans and referred to in the Books of Reference thereto.

Power to make Railways according to deposited Plans.

6. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections relating thereto, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use in relation thereto, the Railways following, with all proper Stations, Works, and Conveniences connected therewith; (that is to say,)

A Railway to commence in the Township and Parish of *Huddersfield* in the West Riding of the County of *York*, by a Junction with the *London and North-western* Railway at or near to *Hall Wood*, and to terminate at *Kirkburton* in the Parish of *Kirkburton* in the said West Riding, at or near the Eastern or South-eastern End of a certain Plantation called *Burton Dean* Plantation, near to the Point of Junction of the Highway from *Highburton* to *Kirkburton* with the *Shelley* Branch of the *Huddersfield* and *Penistone* Turnpike Road in that Parish:

A Railway situate wholly in the Township, Parish and Borough of *Wigan* in the County of *Lancaster*, commencing by a Junction with the *North Union* Railway at a Point North-west of a Street called *Wallgate*, and terminating on certain Land belonging to the *North Union* Railway Company and their Lessees, lying between *Faggy Lane*, *Chapel Lane*, and the *North Union* Railway:

And the said Railways and the Works connected therewith shall, with respect to Tolls, Rates, and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company.

Reserving Rights of Lancashire and Yorkshire Company as joint Proprietor of North Union Railway.

7. Provided always, That nothing in this Act contained shall prejudice, alter or affect the Estate, Rights, Privileges, Powers and Authorities of the *Lancashire and Yorkshire* Railway Company as joint Proprietor with the *London and North-western* Railway Company of the Undertaking of the *North Union* Railway.

8. Not-

Power to alter Engineering Works.

8. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railways by this Act authorized may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered; and they may also substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch, or Arches as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided, that nothing herein-contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

As to crossing Street, &c. in Wigan.

9. The Bridges for the Purpose of carrying the Railway over the said Street and Lane in *Wigan*, called repectively *Wallgate* and *Faggy Lane*, shall have the same clear maximum Heights as the existing Bridges of the Company over the same Street and Lane, except so far as is necessary for the Ceiling to the Bridges as herein-after mentioned, and the clear Opening of the new Bridge over *Wallgate Street* shall extend to the whole Width of the present Street and Footpaths, and the clear Opening of the new Bridge over *Faggy Lane* shall not be less than Twelve Feet in Width, and the Width of the new Bridge over *Wallgate Street* shall not exceed Fifteen Feet on the Northerly Side of the Railway and Thirty-seven Feet on the Southerly Side of the Railway, and so that the whole Width of the said Bridge, with the new Additions, shall not exceed in the whole Eighty Feet, and the Width of the new Bridge over *Faggy Lane* shall not exceed Eighty Feet.

Levels of Wallgate Street and Faggy Lane in Wigan not to be altered.

10. The Company shall not, in the Construction of the Railway or Works hereby authorized in the Township, Parish, and Borough of *Wigan*, alter the present Levels of *Wallgate Street* or the Footpaths on either Side thereof, or the Levels of *Faggy Lane*, without the Consent in Writing of the Local Board of Health for the said Borough first had and obtained.

To remove Pillars under Bridge over Wallgate Street.

11. The Company shall, simultaneously with constructing the said Railway over such Street and Lane, remove the Pillars or Columns and Hoarding

Hoarding which are now under their Bridge over *Wallgate Street*, and make good the Surface of such Street and Footpaths, and will fix and for ever after maintain corrugated Iron, Zinc, or other proper and uniform Ceiling under the existing and proposed new Bridges over the said Street and Lane, to prevent, as far as practicable, Wet from dropping into the Roadway and Footpaths under the said Bridges, and shall also erect and for ever after maintain a Parapet or Screen of an ornamental Character on each Side of the said Bridge over *Wallgate Street*, of not less than Six Feet in Height from the Level of the Rails over such Bridge, and of such Length as shall be agreed upon, and in the Event of any Dispute arising as to the sufficiency of such Ceiling or Screens, the same shall be referred to and be decided by an Arbitrator to be appointed by the Board of Trade on the Application of either Party.

Power to make new Street or Road in the City of Chester.

12. The Company may make, in the Line and according to the Levels defined in the deposited Plans and Sections relating thereto, and on the Lands shown in those Plans and described in the Books of Reference thereto, a new Street or Road in the Parish of *Saint John the Baptist* in the City of *Chester* and County of the same City, to commence by a Junction with *Foregate Street*, otherwise called *Forest Street*, and to terminate opposite to and in the Front of the *Chester* General Railway Station near to the *Queen's Railway* Hotel; and the said Street or Road may be used for the free Passage of Traffic of all Descriptions to and from the said Station.

Power to make Deviation or Alteration in Towcester and Cotton End Road, and to discontinue Portions of existing Road.

13. The Company may make, in the Line and according to the Levels defined on the deposited Plans and Sections relating thereto, and on the Lands shown on those Plans and described in the Books of Reference thereto, an Alteration or Deviation within the Hundred of *Wymersley* and Parish of *Hardingstone* in the County of *Northampton*, of the Turnpike Road known as the *Towcester and Cotton End Road*, to commence near to and about One hundred and twenty Yards to the South of the Point where the Railway of the Company crosses the same Road on a Level, at the West End of their Station at *Northampton*, diverging from the said Road to the Eastward of a Point where a public Pound stands, and to terminate by a Junction with the *Northampton and Newport Pagnell* Turnpike Road, about One hundred Yards to the South of the Point at the East End of the said Station, where such last-mentioned Road crosses the said Railway on the Level, and may, upon the Completion thereof, according to the Provisions herein-after contained, but not sooner, stop up and discontinue as public Thoroughfares, and appropriate to the Purposes of the Company so much of the said *Towcester and Cotton End* Turnpike Road as lies between the Point of Deviation of the said Road and an Occupation Road diverging from the said Road at the Distance of One hundred and five Yards, or thereabouts, to the North-

east

east of the said level Crossing, and may also stop up and discontinue, and appropriate as aforesaid the Road at the South Side of the Company's Station which at present connects the *Towcester and Cotton End Road* with the *Northampton and Newport Pagnell Road*.

As to Construction and Protection of altered or deviated Portion of Road.

14. Provided always, That with respect to the Works affecting the *Towcester and Cotton End* Turnpike Road herein-before described and by this Act authorized, the following Provisions shall take effect:

1. The Company shall make the altered or deviated Portion of Road which they are by this Act authorized to make of an uniform Width throughout of Sixty Feet with a Footpath on each Side of the Width of Six Feet (included in the said Width of Sixty Feet) as shown on the Plan signed by *James Jeffery* Town Clerk of the Borough of *Northampton*, and *William Baker* the Company's Engineer, and in the Line only as shown on such Plan, and shall make the same in a good and workmanlike Manner, and shall properly metal the same, and shall make and finish the same in all respects under the Superintendance and to the reasonable Satisfaction of the Surveyor of the Trustees of the said *Towcester and Cotton End* Turnpike Road, and shall keep the same in good Repair and Condition, to the Satisfaction of the last-mentioned Surveyor for the Time being, during Two Years from the Completion thereof:
2. The Company shall plant a Row of Trees at Distances of not more than Seven Yards apart along the North Side of the said altered or deviated Portion of Road in order to screen the same from the Company's Station, and shall not at any Time bring or make their Station, or any of the Works, Conveniences, or Buildings connected therewith, nearer at any Point to the said altered or deviated Portion of the Road than the Line of the Southern Boundary Wall of the said Road at the South Side of their Station, which at present connects the *Towcester and Cotton End Road* with the *Northampton and Newport Pagnell Road*.

As to level Crossing over the Northampton and Newport Pagnell Turnpike Road.

15. The Company shall and they are hereby required, upon the Completion of the Alteration or Deviation of the said *Towcester and Cotton End* Turnpike Road by this Act authorized, and before they stop up, discontinue as public Thoroughfares, and appropriate as aforesaid the said Part of the said *Towcester and Cotton End* Turnpike Road which they are herein-before authorized to stop up, and the said Road at the South Side of the Company's Station, or either of them, or any Part of either of them, to make the said level Crossing on the *Northampton and Newport Pagnell* Turnpike Road, and the Part of that Road near such Crossing Forty-three Feet wide at least, as shown on the Plan signed by *James Jeffery* Town Clerk of the Borough of *Northampton*, and *William Baker*

Baker the Company's Engineer, and execute such Work under the Superintendence and to the reasonable Satisfaction of the Surveyor of the Trustees of the last-mentioned Turnpike Road, and for ever thereafter keep the said level Crossing of the said Width, and also open and free from Obstruction at all Times, except when any Train or Engine is passing over the same in the ordinary Conveyance of the Traffic on the said Railway; and it shall not be lawful for the Company, or other Company or Person, after such Stopping-up, Discontinuance, and Appropriation as aforesaid, to pass any Train, Engine, Carriage, or Truck over the said level Crossing for the Purpose of taking in Water or Fuel, or for any other Purpose except for the Purpose of the actual Conveyance of the Traffic on the said Railway, nor shall it be lawful for the Company, or other Company or Person, in shunting or backing Trains or Engines, to pass any Train, Engine, Carriage, or Truck over the said level Crossing or any Part thereof, or to allow any Train, Engine, Carriage, or Truck at any Time to stand upon or across such level Crossing or any Part thereof, or to do any other Act or make any Arrangement by reason whereof it may be necessary to close either of the Gates at such level Crossing, except only for the Purpose of allowing the Passage of a Train for the ordinary Conveyance of the Traffic on the said Railway.

Penalty for Non-observance of Provisions respecting level Crossing.

16. In case of Breach or Non-observance by the Company of any of the Matters or Things herein-before enacted respecting such level Crossing they shall, on Complaint by the Trustees of either of the said *Towcester and Cotton End* Turnpike Road or the *Northampton and Newport Pagnell* Turnpike Road, for every such Offence be liable to a Penalty not exceeding Twenty Pounds, and also to a daily Penalty not exceeding Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Deviated Road vested in Trustees as Part of their Trust.

17. Upon the Completion of the Alteration or Deviation of the said *Towcester and Cotton End* Turnpike Road by this Act authorized, the altered or deviated Portion of Road shall be and is hereby vested in the Trustees acting in execution of an Act passed in the First Year of Her present Majesty, Chapter Forty-five, as if the same had formed Part of the Roads comprised in that Act.

Portion of existing Road to be kept in Repair by Company.

18. The Company shall and they are hereby required from Time to Time to repair and maintain so much of the existing *Towcester and Cotton End Road* as is situate between *Bridge Street* and the Occupation Road before mentioned, and also so much of the said *Northampton and Newport Pagnell* Turnpike Road as is situate between the Southern End of the Bridge over the River *Nene* and the Point where the said deviated Road joins the last-mentioned Turnpike Road; and it shall not be lawful for the Trustees of the last-mentioned Turnpike Road to erect any Gate

or

or take any Toll at any Point between the Southern End of the said Bridge and a Point on their said Road Twenty Feet South of the Point of Junction of such deviated Road with the *Northampton and Newport Pagnell* Turnpike Road.

Company to repay Northampton Gas Company extra Expenses incurred by them in laying down certain Pipes.

19. The Company shall, whenever required by the *Northampton* Gas-light Company, pay to the said Gas Company any extra Expenses which in consequence of the Diversion of the said *Towcester and Cotton End Road* they may incur in providing and laying down Pipes from *Bridge Street* to *Far Cotton*.

Authorizing Agreements between Company and Corporation of Warrington as to Street at Arpley Station.

20. The Company and the Mayor, Aldermen, and Burgesses of the Borough of *Warrington* from Time to Time may enter into and carry into effect such Agreements as they think fit with reference to the Completion of a Street now in course of Construction in the Township and Parish of *Warrington* in the Borough of *Warrington* and County of *Lancaster*, from *Bridge Foot* by *Bridge Mill* to the Company's Land at *Arpley* Station, and the Acquisition of Lands for the Purposes thereof; but nothing in this Section contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Powers, Privileges; or Authorities of the Company of Proprietors of the *Mersey* and *Irwell* Navigation, under or by virtue of any Act of Parliament relating to the said Company of Proprietors or their Navigation.

Power to discontinue Footpaths at Buckingham Station, and to make a new Road there.

21. The Company may make in the Line and according to the Levels defined on the deposited Plans and Sections relating thereto, and on the Lands shown on those Plans, and described in the Books of Reference thereto, a Road to commence from and out of the existing public Road from *Buckingham* to *Gawcott*, near to the Point where the said Road passes under the *Buckinghamshire* Railway, to and to form a Junction with the Street or Road called *Chandos Street*, near to the *Buckingham* Station, all in the Parish of *Buckingham* in the County of *Buckingham*, and on the Completion and opening for public Use of the said Road, the Company may stop up, discontinue, and extinguish all existing Footpaths or Rights of Way through or over their Station at *Buckingham* or their Railway near or contiguous thereto.

Power to discontinue Footpath in the Parish of Leigh.

22. The Company may lay out in the Township of *Atherton* in the Parish of *Leigh* in the County of *Lancaster*, upon and across Lands belonging to Lord *Lilford* and the Company, and now staked out for a Road, and adjoining the South-west Boundary of certain Lands belonging to the Company in the Townships of *Atherton* and *Bedford*, or One of them, in the Parish of *Leigh* from a Point Twenty-five Yards or thereabouts Eastward of the centre Line of the said Railway, and running parallel on the East Side of the said Railway to the Street called *Moss*

Terrace, and thence in a Westwardly Direction to and to form a Junction with the said Road leading to *Leigh* Church, a Footpath in lieu of the existing Footpath in the said Township and Parish, between a Point situate Twenty-five Yards or thereabouts Eastward of the centre Line of the *Bedford and Leigh Branch* Railway of the Company as authorized, and One hundred Yards or thereabouts Eastward of *Platt Fold* and a Point where the said Footpath forms a Junction with the Road leading to *Leigh* Church; and when and so soon as such new Footpath shall be completed and opened the Company may stop up and discontinue and extinguish all Rights of Way in respect of the existing Footpath hereinbefore described.

Lands for extraordinary Purposes.

23. The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may by Agreement purchase any Quantity of Land not exceeding Five Acres, for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845."

Powers for compulsory Purchases limited.

24. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

25. The Railways, new Roads, and Deviation of Road by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for the Construction thereof, or otherwise in relation thereto, shall cease to be exercised, except as to so much of those respective Works as shall then be completed.

Penalty if Railways not completed and opened within Time limited.

26. If the Railways by this Act authorized are not completed and opened for public Traffic within the Period by this Act prescribed, the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited, until such Railways shall be completed and opened for public Traffic: Provided always, that no Penalty shall accrue in respect of any Time during which it shall appear, by a Certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening such Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

As to Sale of certain superfluous Lands.

27. The Period limited for the Sale of superfluous Lands held by the Company is hereby, as regards the Lands in the Parishes of *Prescot*, *Aston*, *Darlaston*, *Wednesfield*, *Castlechurch*, *Leighford*, *Chapel-Chorlton*, and *Stone* respectively extended for Ten Years from and after the passing of

of this Act, and it shall be lawful for the Company to hold for such additional Period any Lands acquired by them in the said Parishes respectively, and the Company shall within Ten Years from the passing of this Act sell and dispose of all the Lands in the said Parishes respectively which have been acquired by them for any of their Undertakings, or for any of the Purposes of the Company, and which are not required for any of the Undertakings or Purposes of the Company.

Provision with respect to Joint Station at Chester.

28. And whereas a large central Station has been constructed in the City of *Chester*, known as and in this Act called "the *Chester* Station," and that Station now belongs in certain Proportions to the *London and North-western* Railway Company and the *Great Western* Railway Company (in this Act called "the Two Companies"), and is managed by a Committee (in this Act called "the Station Committee"): And whereas, although the *Chester* Station belongs to the Two Companies in certain Proportions, yet the legal Estate therein and in divers Lands held in connexion therewith is not vested in the Two Companies jointly, but the legal Estate in different Portions thereof stands vested in One only of the Two Companies severally as Trustees of the beneficial Interest thereof, for and on behalf of the Two Companies, and by reason thereof and of the Necessity for the Two Companies being Parties to and executing the Conveyance of any Lands held in connexion with, but not required for, the Purposes of the *Chester* Station, unnecessary Delay, Inconvenience, and Expense have been occasioned and will in future arise in the Sale of such Lands, and it is expedient that Provision be made for the Remedy and Removal thereof: Therefore the Station Committee shall have full Power to enter into any Contract and under any special or other Conditions from Time to Time for the absolute Sale by Auction or by private Contract of such Portion of the Lands belonging to the Two Companies as joint Owners of the *Chester* Station as may not be required for the Purposes of that Station.

Company in whom Lands are vested to convey on Requistion of Station Committee.

29. That One of the Two Companies in whom the legal Estate of any Lands contracted to be sold by the Station Committee is vested shall on the Production of a Resolution in Writing of the Station Committee to that Effect, signed by their Secretary, duly execute under their Common Seal such Conveyance of those Lands as may be tendered to them for that Purpose, and the Execution of such Conveyance by such Company shall be a sufficient Transfer to the Purchaser of all the Estate, Right, Title, Interest, and Property of the Two Companies, or either of them, in or to the Premises thereby expressed to be transferred; and it shall not be necessary for the other of the Two Companies to be Parties to or to execute such Conveyance.

30. The

The London and North-western Railway (Additional Powers) Act, 1863.

Confirming Agreement between Company and the Conway and Llanrwst Company.

30. The Agreement between the Company and the *Conway and Llanrwst* Railway Company, a Copy of which is contained in Schedule (A.) to this Act, is hereby confirmed and made binding on the Parties thereto.

Confirming Agreement between Company and the South Leicestershire Company.

31. The Agreement between the Company and the *South Leicestershire* Railway Company, a Copy of which is contained in Schedule (B.) to this Act, is hereby confirmed and made binding on the Parties thereto: Provided always, that the Company shall not, for the Purchase pursuant to the said Agreement of the *South Leicestershire* Railway, raise any greater Amount of Capital than the Amount of Capital which the *South Leicestershire* Company at the Time of such Purchase may be authorized to raise.

Power to Conway and Llanrwst and Hampstead Junction Companies, and the Company, to agree for a Transfer to the Company of their respective Undertakings.

32. The *Conway and Llanrwst* Company and the *Hampstead* Junction Company may respectively, with the Sanction of Three Fifths of the Votes of their Shareholders present, personally or by proxy, at a General Meeting specially convened for the Purpose, agree for the Transfer to the Company, and the Company, with the like Sanction of the Votes of Three Fifths of their Shareholders present, personally or by proxy, at a General Meeting specially convened for the Purpose, may agree to accept a Transfer of the Undertaking and Works, Property and Effects of the transferring Companies respectively, or which they respectively are authorized to make, or any Parts thereof, and either before or after the Completion thereof, and of all the Powers, Rights, Privileges, and Authorities of the transferring Companies respectively with respect to the same, for such Term or Period, for such Consideration and upon such Terms and Conditions as may be mutually agreed upon; and at the Time agreed on for the Transfer to take effect the Premises agreed to be transferred shall, according to the Terms, Conditions, and Intent of the Agreement for such Transfer, be transferred to the Company.

Power to Company to agree with Owner of Cannock Chase Railway for a Transfer thereof to the Company.

33. The Company, with the Sanction of Three Fifths of the Votes of their Shareholders present, personally or by proxy, at a General Meeting specially convened for the Purpose, may agree with the Most Honourable *Henry* Marquis of *Anglesey*, or other the Owner or Owners for the Time being of the *Cannock Chase* Railway, for the Transfer to the Company of the *Cannock Chase* Railway, authorized by "The *Cannock Chase* Railway Act, 1860," and all the Property, Estate, and Effects belonging thereto or connected therewith, or which the said Marquis or other such Owner or Owners as aforesaid may be authorized to make, or any Parts thereof, and either before or after the Completion thereof, and of all the Powers, Rights, Privileges, and Authorities of the said Marquis, or other such Owner or Owners as aforesaid, with respect to the same, for such Term

or

or Period, for such Consideration, and upon such Terms and Conditions as may be mutually agreed upon; and at the Time agreed on for the Transfer to take effect the Premises agreed to be transferred shall, according to the Terms and Conditions and Intent of the Agreement for such Transfer, be transferred to the Company.

Transfer not to affect Third Parties.

34. No Transfer under this Act shall take away, alter, or in any way affect any of the Duties, Obligations, Restrictions, or Liabilities to which the transferred Premises but for such Transfer might by any Law or Statute be subject; but all Persons and Corporations other than the Company shall have the same Rights, Privileges, Powers, and Remedies against the transferring Companies and the said Marquis respectively, after and notwithstanding the Transfer, as they might have had if such Transfer had not been made.

Powers, &c. of transferring Companies, &c. may be exercised Company.

35. From and after any Transfer under this Act, all the Rights, Powers, Privileges, and Authorities by any Act conferred on the transferring Companies respectively, or on the said Marquis, (as the Case may be,) shall during the Term or Period comprised in such Transfer apply to and be vested in the Company, and may lawfully be used, exercised, and enjoyed by the Company and the Directors thereof and their Officers, Agents, and Servants respectively; and the Corporate Seal of the Company shall be used when necessary in reference thereto in like Manner as if the Company instead of the transferring Company or (as the Case may be) the said Marquis had been originally named or referred to in those Acts.

As to Tolls for short Distances in respect of Railway transferred to Company.

36. Any Railway which may be transferred to the Company under the Provisions of this Act shall during the Term or Period comprised in such Transfer, for the Purposes of Tolls and Charges, be considered as One continuous Line of Railway with the Railway of the Company, and the following Regulations shall apply; that is to say, As regards the *Conway and Llanrwst* Railway or the *South Leicestershire* Railway, in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway so transferred and partly on the Railway of the Company for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and as regards the *Hampstead Junction* Railway, in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on that Railway and partly on the Railway of the Company for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for each Mile or Fraction of a Mile beyond Three Miles or Four Miles, as the Case may be, Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Three Miles or Four

Miles, as the Case may be, Tolls and Charges for a Quarter of a Mile only may be charged, and no other Short-distance Charges than those herein-before specified respectively shall be made for the Conveyance of Passengers, Animals, Goods, or Minerals, or other Matters conveyed partly on the respective Railways so transferred and partly on the Railway of the Company.

Authorizing Working Agreements with certain other Companies.

37. The Company on the one hand, and the following Companies, or any or either of them, on the other hand, that is to say, the *Denbigh, Ruthin, and Corwen* Railway Company, the *Brecon and Merthyr Tydfil Junction* Railway Company, the *Hereford, Hay, and Brecon* Railway Company, the *Stourbridge* Railway Company, the *Tenbury* Railway Company, and the *Tenbury and Bewdley* Railway Company, but in the Case of the Five last-named Companies, or either of them, only with the Consent of the *Great Western* Railway Company, may from Time to Time enter into and carry into effect such Agreements as they think fit with reference to the following Purposes, or any of them; (that is to say,)

The Use and Working, Maintenance and Management, by the Company of the Undertakings of all or any of the other Companies, or any Part or Parts thereof respectively:

The forwarding, Interchange, and Transmission of Traffic upon or over the Railways, or any Part thereof, of the Company and of the other Companies or Company Parties to any such Agreement:

The Collection, Delivery, and general Conduct of such Traffic:

The Division and Apportionment between the Company and the other Companies or Company Parties to any such Agreement of the Receipts arising from such Traffic.

Power to Company to enter into Agreements with Great Western Company as to Traffic.

38. The Company and the *Great Western* Railway Company may from Time to Time enter into and carry into effect Agreements with reference to the Transmission of Traffic upon and over their respective Railways, or any Parts thereof, and to the Interchange of Traffic between their respective Railways; and the fixing and ascertaining and Division and Apportionment between the Company and the *Great Western* Railway Company of the Tolls, Rates, and Charges arising from such Traffic, and with reference to the User by either of the said Companies of Portions of the Undertaking of the other of such Companies: Provided always, that before any such Agreement shall be made with the *Great Western* Railway Company, Notice of the Intention to enter into the same shall be given in such Form and Manner as shall be approved by the Board of Trade, and such Notice shall set forth within what Time and in what Manner any Company or Person desiring to object to any Agreement being entered into may bring Objections before the Board of Trade,

Trade, who are hereby empowered to hear the same accordingly, and no such Agreement shall be in any way acted upon or be valid at Law or in Equity unless and until the same shall have been approved by the Board of Trade.

Duration of Working Agreements.

39. Any Contract or Agreement which under the Authority of this Act may be entered into between the Company and the *Denbigh, Ruthin, and Corwen*, the *Brecon and Merthyr Tydfil Junction*, the *Hereford, Hay, and Brecon*, the *Stourbridge*, the *Tenbury*, the *Tenbury and Bewdley*, and the *Great Western* Railway Companies, or any or either of them, with reference to the Undertakings of those respective Companies, shall be and continue for such a Term or Period as shall be mutually agreed upon between the Companies Parties thereto; but no such Contract or Agreement shall have any Operation until the same shall have been approved by the Board of Trade, and no such Contract or Agreement shall in any manner alter, affect, increase or diminish any of the Tolls, Rates, or Charges which the Companies, or either of them Parties thereto, shall for the Time being be respectively authorized and entitled to demand and receive from any other Company or Person, but all other Companies and Persons shall, notwithstanding any such Contract or Agreement, be entitled to the Use and Benefit of the Railway or Part thereof respectively to which the Contract or Agreement may relate, upon the same Terms and Conditions and on Payment of the same Tolls, Rates, and Charges as they would have been in case no such Contract or Agreement had been entered into: Provided always, that the said Board shall not approve such Contract or Agreement without being satisfied that the same has been duly assented to by the Shareholders of the respective Companies Parties thereto in Special Meeting assembled for that Purpose as by this Act required: Provided also, that if at the Expiration of Ten Years after the making of any such Contract or Agreement, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the Public Interests are injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of such Contract or Agreement in such Manner as the Board of Trade may think necessary for removing the public Injury, and such Contract or Agreement shall be modified accordingly.

Contracts may be renewed with the Approval of the Board of Trade.

40. At the Expiration or other sooner Determination of any such Contract as aforesaid, the Company on the one hand, and the *Denbigh, Ruthin, and Corwen*, the *Brecon and Merthyr Tydfil Junction*, the *Hereford, Hay, and Brecon*, the *Stourbridge*, the *Tenbury*, the *Tenbury and Bewdley*, and the *Great Western* Railway Companies, or any or either of them on the other, (but in the Case of the *Brecon and Merthyr Tydfil Junction*, the *Hereford, Hay, and Brecon*, the *Stourbridge*, the *Tenbury*, and the *Tenbury*

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Tenbury and Bewdley Railway Companies, or either of them, only with the Consent of the *Great Western* Railway Company) may with the Consent in Special Meeting of the Shareholders of each Company Party thereto respectively, and subject to the Approval of the Board of Trade, enter into a further Contract for all or any of the Purposes aforesaid; provided that before such Companies respectively shall enter into any such further Contract as aforesaid, they shall give Notice of their Intention so to do in a Form to be approved of by the Board of Trade, published in each Case in such Manner as shall be approved by the said Board, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract and desiring to object thereto may bring such Objections before the Board of Trade, and no such Contract shall be valid at Law or in Equity until the same shall have been approved by the Board of Trade; and provided further, that any such Contract during the Subsistence thereof shall, after such Notice as aforesaid, be subject to the Revision of the Board of Trade on the Expiration of every Ten Years, as by this Act provided in regard to the First Contract or Agreement between the Companies respectively.

Contracts inoperative until approved by Meeting of Shareholders. Meeting how to be convened.

41. No such Contract shall have any Operation or Effect unless and until the same shall have been approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at a Meeting of each Company party thereto, and every such Meeting shall be convened by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of each Company Party thereto shall be situate.

Contracts may be varied or rescinded.

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

During Continuance of Working Agreements, Railways of Companies to be considered One continuous Line.

43. During the Continuance of any such working Agreement as aforesaid the Railways or Railway so worked as aforesaid and the *London and North-western* Railway shall, for the Purpose of Tolls and Charges be considered as One continuous Line of Railway, and the following Regulations shall apply; (that is to say,) as regards the *Hereford, Hay, and Brecon* Railway, in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on that Railway and partly on the Railway of the Company, for a less Distance than Six Miles, Tolls and Charges

Charges may only be charged once as for Six Miles; as regards the *Denbigh, Ruthin and Corwen* Railway, the *Brecon and Merthyr Tydfil Junction* Railway, the *Tenbury* Railway, and the *Tenbury and Bewdley* Railway respectively, in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the *Denbigh, Ruthin, and Corwen* Railway, the *Brecon and Merthyr Tydfil Junction* Railway, the *Tenbury* Railway, or the *Tenbury and Bewdley* Railway, as the Case may be, and partly on the Railway of the Company, for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles; and as regards the *Stourbridge* Railway, in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on that Railway and partly on the Railway of the Company, for a less distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and in respect of Passengers, for each Mile, or Fraction of a Mile, beyond Six Miles, Four Miles, or Three Miles, as the Case may be, Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile, or Fraction of a Quarter of a Mile, beyond Six Miles, Four Miles, or Three Miles, as the Case may be, Tolls and Charges for a Quarter of a Mile only may be charged; and no other Short-distance Charges than those herein-before specified respectively shall be made for the Conveyance of Passengers, Animals, Goods, or Minerals, or other Matters conveyed partly on the respective Railways to which such Agreements as aforesaid shall apply, and partly on the Railway of the Company.

Authorizing Agreements with Great Eastern Company.

44. The Company and the *Great Eastern* Railway Company may from Time to Time enter into and carry into effect Agreements with reference to the Use by the Company of the Stations at *Cambridge* and *Peterborough* respectively of the *Great Eastern* Railway Company, and the Lines of Railway leading to or communicating with those Stations respectively, and the Works and Conveniences connected with the same respectively, and the Accommodation of the Traffic of the Company at such Stations respectively, and also with reference to the Transmission of Traffic to or from or passing through such Stations, or either of them, and the fixing and ascertaining and Division and Apportionment between the said Companies of the Tolls, Rates, and Charges arising from such Traffic.

Confirming certain Agreements with Shrewsbury and Welchpool Railway Company.

45. The Agreements between the Company and the *Shrewsbury and Welchpool* Railway Company bearing Date respectively the Sixteenth Day of *April* One thousand eight hundred and fifty-nine and the First Day of *November* One thousand eight hundred and sixty-one (Copies whereof are contained in Schedules (C.) and (D.) to this Act) are hereby confirmed and made binding on the Parties thereto.

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Power to raise additional Capital by Shares.

46. The Company may from Time to Time raise for the Purposes of this Act by the Creation of Shares such Sums of Money as they shall think necessary, not exceeding in the whole One hundred and fifty thousand Pounds.

Power to assign Preference to Shares.

47. The Company may, from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present, in person or by proxy, at any Meeting of the Company specially convened for the Purpose, declare that any Shares created for raising the additional Capital by this Act authorized to be raised, and any other Shares in the Capital of the Company not yet issued may be either of One Class and with like privileges, or of several Classes and with different Privileges, and of the same or different Amounts, and respectively redeemable or irredeemable, and may have attached to them respectively any fixed, fluctuating, contingent, preferential, perpetual, terminable or other Dividend not exceeding in any Case the Rate of Five Pounds *per Centum per Annum*, as the Company from Time to Time think fit, and the Company may issue such Shares from Time to Time to such Persons and on such Terms and Conditions as the Company think fit; provided always, that the total Sums to be ultimately paid in respect of such Shares shall not be less than the nominal Amount of such Shares: Provided also, that all the Shares of the same Class shall be of the like Amount, and all Shares of the same Class shall confer like Privileges and bear like Dividend: Provided also, that if any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such preferential or other Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Terms, &c. to be stated on Certificates.

48. The Terms and Conditions to which any Preference Shares created or issued under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Preference Share.

Saving existing Preference Shares of Company.

49. Provided always, That any Preference or Priority in the Payment of Interest or Dividend which may be granted by the Company under this Act to any Shares shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any Shares or Stock which may have been previously granted by the Company by or in pursuance of, or which may have been confirmed by any Act of Parliament passed prior to this Act, or which may otherwise be lawfully subsisting.

Except as otherwise provided,

50. Except as is by this Act otherwise provided, the Share Capital created by the Company under this Act, and the Shares therein, and the Holders

Holders of those Shares 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 Share Capital of the Company, and those Shares were Shares in that ordinary Capital. new Shares created by Company to be subject to same Incidents as ordinary Shares.

51. Every Person who becomes entitled to a Share created by the Company under this Act shall in respect of the same be a Shareholder 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 of the same Class or Description, proportioned to the whole Amount from Time to Time called and paid on such new Shares. Dividends on new Shares created by the Company.

52. The Holders of the Shares created 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 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 their Act of Incorporation: 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 created or issued under this Act to which a preferential Dividend shall be assigned. Votes and Qualifications in respect of Shares created by Company.

53. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares, then, subject to the Provisions of the other Act and this Act respectively, the Company, if they think fit, may raise by the Creation and Issue of Shares of One and the same Class, all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of Shares. Power for Company to raise Capital under any other Act of this Session, and this Act, by new Shares of One Class.

54. The greatest Amount of a Call on the new Shares, created by the Company under this Act, shall be Twenty-five Pounds *per Centum* on the Amount of a Share, and the Interval between Two successive Calls shall be Two Months at the least, and the aggregate Amount of Calls on any Share in any One year shall not exceed Four Fifths of the Amount of such Share. Calls on new Shares created by Company.

55. After Shares for the whole of the Sum by this Act authorized to be raised by Shares shall have been issued and taken up, and One Half of such Sum shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Power to borrow on Mortgage.

panies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all the Capital which the Company are by this Act authorized to raise by the Creation of new Shares are *bonâ fide* held by Persons or their Assigns, and for which such Persons or their Assigns are legally liable, the Directors of the Company may borrow on Mortgage, and if subsequently paid off, may again re-borrow such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any General or Special General Meeting of the Company, not exceeding in the whole the Sum of Fifty thousand Pounds, in addition to the Sums which they are already authorized to borrow, or which they may be authorized to borrow by any other Act or Acts of Parliament, and for securing the Repayment of the Sum so borrowed, with Interest, may mortgage the Undertaking belonging to them.

Former Mortgages to have Priority.

56. All Mortgages or Bonds granted, or to be granted, under the Authority of any Act already passed relating to the Company shall, during the Continuance thereof, have Priority over any Mortgages to be granted by virtue of this Act.

Power to raise Money by the Creation of Stock, instead of by Mortgage or the Creation of Shares.

57. The Company may raise by the Creation of Stock, in such Manner and subject to such Conditions as they shall think fit, any Money which they may be authorized to raise by Loan or by the Creation of new Shares, in lieu of borrowing such Money or issuing Shares for the same, and may direct that such Stock shall be paid up in full at once, or by Instalments as the Company think fit.

Application of Monies.

58. All and every Part of the Money to be raised under this Act, whether by Shares, or by borrowing, or by the Creation of Stock, shall be applied to the Purposes of this Act, and to no other Purpose.

Power to apply Corporate Funds to Purposes of this Act.

59. The Company may apply to the Purposes of this Act any 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.

Interest not to be paid on Calls paid up.

60. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by borrowing, pay to any Shareholder Interest or Dividend on the Amount of Calls made in respect of the Shares held by him: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

61. The

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

61. The Company shall not, out of any Money by this Act or any other Act authorized to be raised by the Company, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to make any other Railway or execute any other Work or Undertaking.

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

62. Nothing in this Act contained shall exempt the Railways of 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, or of the Rates for small Parcels, in respect of the Railways authorized by this or any other Act relating to the Company.

Expenses of Act.

63. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

AN AGREEMENT made this First Day of May One thousand eight hundred and sixty-three, between the LONDON AND NORTH-WESTERN RAILWAY COMPANY (herein-after called the North-western Company) of the one Part, and the CONWAY AND LLANRWST RAILWAY COMPANY (herein-after called the Llanrwst Company) of the other Part.

Under the Provisions in "The Conway and Llanrwst Railway Act, 1860," and "Railways Clauses Consolidation Act, 1845," contained, and for the considerations herein-after expressed, it is mutually agreed as follows, videlicet:

1. From and after the Opening of the Conway and Llanrwst Railway for public Traffic, the North-western Company shall in perpetuity efficiently work and maintain the same, and shall receive all the Tolls, Rates, Charges, and Profits to arise therefrom.

2. The North-western Company shall provide the necessary Rolling Stock and Staff for the Traffic, and all Plant and Materials requisite for the efficient Maintenance and Repair of the permanent Way and Works, including Stations.

3. The North-western Company shall pay to the Llanrwst Company the Interest of the Debenture Debt as it becomes due, and Five Pounds per Cent. per Annum upon such further Sums as may from Time to Time have been expended by the Llanrwst Company with the Consent of the London and North-western Company, such Interest to be paid half-yearly on the Thirty-first Day of January and the Thirty-first Day of July.

4. The North-western Company to be entitled to all the Rights and Powers and subject to all the Duties and Obligations in the said Acts of Parliament contained.

5. All Disputes or Differences between the Companies arising out of or concerning this Agreement shall be determined by Arbitration, in manner provided by the Railway Arbitration Act, 1859.

In witness whereof the said London and North-western Railway Company, and the said Conway and Llanrwst Railway Company have caused their respective Common Seals to be hereunto affixed the Day and Year first above written.

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SCHEDULE (B.)

AN AGREEMENT made this Second Day of March One thousand eight hundred and sixty-three, between the LONDON AND NORTH-WESTERN RAILWAY COMPANY of the one Part and the SOUTH LEICESTERSHIRE RAILWAY COMPANY of the other Part.

It is hereby agreed by and between the Parties hereto, as follows:

1. That the London and North-western Railway Company on receiving Three Months Notice from the South Leicestershire Company shall purchase all the Undertaking of the South Leicestershire Company at a Price which will give the Shareholders of that Company Par for their Shares.

2. If such Notice is not given prior to First January One thousand eight hundred and sixty-five, then the North-western Company to have the Option at any Time on giving Three Months Notice to purchase the Undertaking of the South Leicestershire Company at a Price which will give the Shareholders Five per Centum Premium on their Shares, and will make up any Deficiency of Dividend (if any) up to Four and a Half per Centum from the opening of the respective Portions of the Railway.

3. All necessary Deeds to be executed and Acts done to carry this Agreement into effect.

4. All Disputes relating to this Agreement to be settled by Arbitration, as provided by the "Railway Companies Arbitration Act, 1859."

As witness the Seals of the Companies.

SCHEDULE (C.)

ARTICLES OF AGREEMENT made the Sixteenth Day of April in the Year of our Lord One thousand eight hundred and fifty-nine, between the LONDON AND NORTH-WESTERN RAILWAY COMPANY (herein-after called the North-western Company) of the one Part, and the SHREWSBURY AND WELCHPOOL RAILWAY COMPANY (herein-after called the Welchpool Company) of the other Part.

Whereas by the Shrewsbury and Welchpool Railway Act, 1856, the Welchpool Company were incorporated with a Capital of 150,000*l.* in Shares, and with Power to borrow on Mortgage any Sum not exceeding 50,000*l.*, and were authorized (by Section 17) to make and maintain the following Railways, with all proper Works and Conveniences connected therewith; (that is to say,) a Railway (therein and herein-after called the Main Line), commencing by a Junction with the authorized Line of the Oswestry and Newtown Railway at a Point about Three Furlongs to the South-west of the Cefn Farm House, in the Parish of Buttington in the County of Montgomery, and terminating by a Junction with the Shrewsbury and Hereford Railway in the Parish of St. Julian, Shrewsbury in the County of Salop, and a Railway (therein and herein-

herein-after called the Branch), commencing by a Junction with the Main Line at or near Cruck Meole in the Parish of Pontesbury in the County of Salop, and terminating in or near the Village of Minsterley in the same County; and it was thereby enacted (by Section 42) that it shall be lawful for the Welchpool Company, and the North-western Company, and the Great Western Railway Company, and the Shrewsbury and Hereford Railway Company, or for the Welchpool Company, and any or either of the last-mentioned Companies to enter into Contracts and Agreements for the User by the said last-mentioned Companies, or any or either of them, with their Engines and Carriages of every Description, of the Main Line and the Branch, and the Stations and Conveniences connected therewith: Provided always, that no such Agreement should be operative until the same should have been submitted to and approved by the Board of Trade: And whereas, by the Shrewsbury and Welchpool Railway Act, 1858, the Period for the Completion of a Part of the Railway was extended: And whereas the North-western Company are desirous of using and running over the Railway of the Welchpool Company, and of using their Stations, Sidings, Watering Places, and the other Accessories to and Conveniences of their Railway, with their Engines and Carriages for Traffic of all Kinds, and the Welchpool Company are willing to grant them such Privilege; but inasmuch as the Exercise of this Right might prejudicially interfere with their own local Traffic if the Welchpool Company were themselves to work such Traffic, they have stipulated that the North-western Company shall, in the event of such Privilege as aforesaid being granted to them, and as One of the Conditions of the granting thereof, also become Carriers over the Railway of the Welchpool Company of the local Traffic on the Terms herein-after mentioned, to which Stipulation the North-western Company have assented.

And whereas by means of the Arrangements so agreed and herein-after set forth, the Railway of the Welchpool Company will be more economically, efficiently, and advantageously worked, and the Transmission of Traffic to, from, and over the same will be greatly facilitated; and the North-western Company, and the Welchpool Company have, for the Purpose of carrying such Arrangements into effect, and under the Powers and Provisions as well as of the first-recited Act, as of the Railways Clauses Consolidation Act, 1845, but subject and without Prejudice to the Provisions of the Railways Clauses Consolidation Act, 1845, and the Railway and Canal Traffic Act, 1854, respectively, and so as not to exclude the Welchpool Company from working Traffic on the Railway, or the Great Western and Shrewsbury and Hereford Railway Companies from entering into any Agreements with the Welchpool Company for the User of the Railway determined to enter into the Agreement herein-after appearing: Now therefore, these Presents witness that in pursuance of the said Determination, and in consideration of the Premises, and for the Considerations herein-after appearing, the North-western Company, in respect of the Acts and Defaults of themselves and their Directors, Officers, Agents, and Servants, do hereby covenant with the Welchpool Company, and the Welchpool Company, in respect of the Acts and Defaults of themselves and their Directors, Officers, Agents, and Servants, do hereby covenant with the North-western Company as follows; (that is to say,)

Article 1. The Expression "the Railway," wherever herein-after employed, shall mean and include the Main Line and the Branch respectively authorized by

by the Shrewsbury and Welchpool Railway Act, 1856, and the Stations, Works, and Conveniences connected therewith.

Article 2. The Word "Traffic," wherever herein-after employed, shall where the Context permits mean and include all Passenger, small Parcel, Animal, Goods, Mineral, and other Traffic whatsoever, whether local or through, to be conveyed by the North-western Company on the Railway or any Part thereof.

Article 3. In consideration of the Undertaking herein-after set forth of the North-western Company to carry the local Traffic and to make the Apportionment herein-after mentioned, the Welchpool Company will at the latest by the Time or Times in that Behalf limited by the Shrewsbury and Welchpool Act of 1856, and the Shrewsbury and Welchpool Railway Act, 1858, respectively make and complete the Railway as a single Line of Railway on the Narrow Gauge, but with proper and sufficient Sidings, and Turn-out and Passing Places, and with proper and sufficient Stations, Station Houses, Station Fixtures, Fittings, and Furniture, Sheds, Cranes, Water Tanks, Signals, and other Works and Conveniences, and with proper and sufficient Dwelling Houses at level Crossings where necessary, and so that the Railway shall at the latest by the Time or Times so limited be approved by the Government Inspector of Railways as being in all respects fit to be opened and used for public Traffic, and will from Time to Time make all such additional Works and Conveniences on and in connexion with the Railway as Increase of Traffic or other Circumstances shall require, and the Contracts for the Execution of the Railway and the Works and Conveniences thereof shall contain the usual Provision for the Maintenance thereof by the Contractors for One Year after the Completion thereof respectively.

Article 4. Before the opening of the Railway for public Traffic, the Welchpool Company will to the reasonable Satisfaction of the Engineer-in-chief of the North-western Company make all such Arrangements as shall be proper and sufficient for enabling the North-western Company on and after the opening of the Railway for public Traffic to use the Railway according to this Agreement.

Article 5. On and after the opening of the Railway for public Traffic, and at all Times thereafter the North-western Company may and will, with their own Engines and Carriages, use the Railway and the Works and Conveniences thereof for the Purposes of all Traffic thereon, and the Welchpool Company will afford to the North-western Company at their Expense all such Facilities as shall be proper and sufficient for the safe and convenient User by them of the Railway and every Part thereof, and the Reception, Accommodation, and Delivery of Traffic.

Article 6. The North-western Company may and will run such Passenger and Goods and Mineral Trains as shall be sufficient reasonably and efficiently to accommodate and provide for not only the Through Traffic but also the local Traffic of such Railway, and shall provide all such Rolling Stock, Materials, Servants, and all other Requisites as are from Time to Time requisite and sufficient for such User, and for the Reception, Accommodation, Transmission, and Delivery of all such Traffic.

Article 7. So far as from Time to Time lawfully may be, the North-western Company shall from and for ever after the opening of the Railway for public

Traffic have, exercise, and enjoy for the Purposes of such User by them of the Railway as aforesaid, all the Rights, Powers, Authorities, and Privileges whatsoever, both present and future, of the Welchpool Company with respect to the Regulation, Management, and User of the Railway, and the Welchpool Company will at Times during the Continuance of such User in any Case or Cases where the North-western Company cannot lawfully exercise any Right or Power reasonably required for such User and Working as aforesaid, themselves exercise and put in force on the Request of the North-western Company all such Rights and Powers and do all such Acts as may be required for enabling the North-western Company effectually to exercise and enjoy such User as aforesaid in the Manner and to the Extent aforesaid.

Article 8. As regards the Conveyance of Mails, Troops, or Police, or any other Traffic (if any) which the Welchpool Company may from Time to Time be by Law compellable, and may accordingly be called on, to convey on the Railway or on any Part thereof, the Two Companies will from Time to Time make, concur in, and carry into effect all such Arrangements consistent both with this Agreement and with their respective legal Powers and Obligations as will best secure the Despatch of such public or other Service.

Article 9. Whenever the Directors, Engineer, or Secretary of the Welchpool Company shall have occasion to travel on the Railway or any Part thereof on any Business of the Welchpool Company, they respectively shall be conveyed gratis thereon by the North-western Company in their First-class Carriages by Ordinary or Express Trains, but not exceeding Three Persons to and fro on any One Day.

Article 10. The North-western Company will in the Exercise of their Rights and Privileges under this Agreement in all respects duly perform and observe the several Provisions with respect to the User of the Railway and to the Traffic thereon contained in the Act or Acts from Time to Time in force with respect to the Railway, and will at all Times fully and freely indemnify and save harmless the Welchpool Company from and against all Penalties, Forfeitures, Losses, Damages, Costs, Charges, and Expenses, Claims, and Demands whatsoever in any way occasioned or incurred by or by reason of any Act or Default of the North-western Company, or any of their Directors, Agents, Officers, or Servants in relation to the User by the North-western Company of the Railway or any Part thereof or to any Traffic thereon.

Article 11. On and after the Expiration of One Year after the Completion of the Railway, the North-western Company shall in consideration of the Privilege of User hereby granted, and as One of the Terms and Conditions thereof, keep in repair and maintain in good working Order and Condition the Railway of the Welchpool Company, and the Expense of such keeping and maintaining shall be defrayed as is provided by this Agreement.

Article 12. Such Rates and Charges as the North-western Company shall from Time to Time during the Continuance of such User as aforesaid propose for all Traffic passing over the Railway of the Welchpool Company or ny Part thereof (not being inconsistent with the Acts for the Time being in force relating to the Two Companies respectively) shall be adopted by the Welchpool Company, and all necessary Acts shall and may be done by or in the Name of that Company for giving Validity to or recovering or enforcing such Rates and Charges.

Article 13. But so far as from Time to Time lawfully may be the Rates and Charges at any Time taken by the North-western Company for and in respect of any Traffic on the Railway of like Kind, with any Traffic then conveyed by or for them on the Shropshire Union Canals or any Part thereof, shall not be higher than the Rates and Charges then taken by them for and in respect of such like Traffic between any Points of those Canals in competition with the Railway.

Article 14. The North-western Company will not voluntarily at any Time adopt or avail themselves of or sanction any System of rebooking at Shrewsbury any Traffic with the Intention or which may have the Effect of depriving the Welchpool Company, either wholly or in part, of any Benefit under this Agreement which they might enjoy if there were no such rebooking.

Article 15. The general Terms and Conditions as to Apportionment of Tolls, Rates, and Charges, in respect of the User as aforesaid, shall be as follows: The total Amount of the following Sums; that is to say, first, all the Tolls, Rates, and Charges from Time to Time receivable by the Welchpool Company in respect of the User of the Railway from any Company or Person; and secondly, the total Amount of all Rates and Charges from Time to Time received or receivable by the North-western Company for Traffic on the Railway; and thirdly, a fair mileage Proportion in respect of the Railway of the total Amount of all Tolls, Rates, and Charges (less terminal Charges not in respect of the Railway) from Time to Time received or receivable by the North-western Company for Traffic, partly on the Railway and partly on any other Railways; and fourthly, 80 per Cent. of the Tolls, Rates, and Charges (less terminal Charges) from Time to Time received by the North-western Company in respect of Traffic, wherever arising, passing from the Railway to any Part of the Shropshire Union or London and North-western Railways, shall from Time to Time be carried to the Credit of a joint Account for the Purpose of Division and Apportionment, and in Consideration of the Percentages retained the North-western Company are to bear and pay all Outgoings and Expenses relating to the User by them of the Railway.

Article 16. The gross Amount from Time to Time carried to the Credit of the joint Account shall be liable to the following Payments thereout, and the Accounts thereof shall be kept accordingly; (that is to say,)

First. There shall be paid or accounted for to the Welchpool Company half-yearly, such a Sum as is equal to the Amount payable by them by way of Interest on their Debenture Debt, at a Rate not exceeding Five per Centum per Annum on an Amount not exceeding 50,000*l.* for the then last Half Year.

Secondly. There shall be paid or accounted for half-yearly, towards the Payments to be made or accounted for, sixthly, a Sum equal to the Sum for that Half Year, so paid or accounted for to the Welchpool Company in respect of Interest.

Thirdly. There shall be paid to the Shrewsbury and Hereford Railway Company half-yearly the Tolls for the User, in accordance with this Agreement, of that Part of the Shrewsbury and Hereford Railway which lies between the Termination of the Railway and the joint Station at Shrewsbury; and to the Owners of that joint Station half-yearly, the Rents, Tolls, or Charges for the User for Passenger Traffic, in accordance with this Agreement, of that joint Station.

Fourthly. There shall be paid or accounted for to the Welchpool Company half-yearly a Sum equal to 47½ per Centum of the total Amount received by or accounted for to the North-western Company during the then last Half Year, on account of all their Rates and Charges in respect of Traffic on the Railway, after deducting from that total Amount the Aggregate of the several Sums paid or accounted for, first, secondly, and thirdly, in respect of that Half Year, and the Remainder of that total Amount shall be retained by the North-western Company in full Discharge of the Payments to be made or accounted for sixthly and shall be applied accordingly.

Fifthly. Whenever for any Half Year ending with the 30th Day of June, or the 31st Day of December, the half-yearly Payment to the Welchpool Company to be made fourthly shall not be equal to 2*l.* 5*s.* per Centum on 180,000*l.*, then there shall be paid to the Welchpool Company out of the said Fund, and by way of Drawback from the Proportion which would be coming to the North-western Company such a Sum as shall make up that half-yearly Payment to a Sum equal to 2*l.* 5*s.* per Centum on such Amount of 180,000*l.*, in addition to the Sum to be paid by way of Interest, as provided for firstly in this Article.

Sixthly. There shall be paid the Residue not satisfied by the Payments made secondly of all Outgoings and Expenses of incident to the keeping of the Railway in thorough Repair, and maintaining it in good working Order and Condition, including all Renewals of Way and Works, and all Taxes, Rates, Assessments, Impositions, and other Charges and Outgoings in respect of the Railway, but exclusive of the Welchpool Company's legal and Office Expenses of Management after the opening of the Railway for public Traffic.

Seventhly. The Residue from Time to Time of the Amount carried to the Credit of the joint Account, shall be payable to the North-western Company.

Article 17. The Payments to be so made half-yearly shall fall due on the 30th Day of June and the 31st Day of December in every Year, and shall be made on or before the 20th Day of February and the 20th Day of August next after those Two days respectively.

Article 18. If the Railway shall be opened for public Traffic on any Day other than the 1st Day of January or the 1st Day of July, then the first half-yearly Payments to be so made shall be proportioned to the broken Half Year.

Article 19. The Payments to be made sixthly out of the joint Fund shall be made from Time to Time when and as need shall be.

Article 20. The Payments to be made seventhly shall be made to the North-western Company on the 1st Day of February in every Year, after making or providing for the several Payments to be made or accounted for first, secondly, thirdly, fourthly, fifthly, and sixthly, in respect of the then last Year ending with the 31st Day of December.

Article 21. If, and whenever either of the Two Companies, instead of paying any Sum to the joint Account, shall pay the same to the other Company, then the Company making the Payment shall be credited with the Sum so paid, as

paid

paid by them to the Credit of the joint Account, and the Company receiving the Payment shall be debited with the Sum so paid, as paid to them out of the Amount carried to the Credit of the joint Account.

Article 22. Each of the North-western Company and the Welchpool Company will keep all such Accounts and Vouchers as shall be proper and sufficient for the Purposes of this Agreement, which Accounts and Vouchers shall be open at all reasonable Times to the Inspection and Transcription of the Directors and Agents of the Two Companies respectively, and the Two Companies respectively will afford to each other all proper and sufficient Facilities for such Inspection and Transcription, and each of the Two Companies will, whenever thereunto reasonably required by the other of them, duly verify the respective Accounts.

Article 23. The North-western Company will, as regards all Traffic conveyed by them on the Railway, or any Part thereof, and also on the Shropshire Union and London and North-western Lines of Railway, so apportion the Rates and Charges for the Traffic as that a fair mileage Proportion thereof after deducting the usual terminal Charges in respect of any Line or Lines of Railway other than the Railway shall be attributed to the Railway, and will keep the Accounts relating to the Traffic so as to show clearly such Apportionment and the Fairness thereof.

Article 24. Each of the North-western Company and the Welchpool Company will, on or before the 20th Day of February and the 20th Day of August in every Year, transmit to the other Company an accurate Account of all the Traffic and Tolls, Rates, and Charges, in respect of which Sums are to be carried by them respectively to the Credit of the joint Account.

Article 25. Provided always, That the total Amount expended by the Welchpool Company for all Purposes as to which the Provisions of this Agreement as to Expenditure by them relate, shall not, for the Purposes of this Agreement, be deemed as against the North-western Company to exceed 230,000*l.*

Article 26. Neither the North-western Company nor the Welchpool Company will, by themselves or their Agents, at any Time hereafter, without the previous Consent of the other Company in Writing under their Common Seal, make or enter into any Contract or Arrangement with any other Company or Person which shall disable the respective Company from carrying this Agreement into effect.

Article 27. Every Notice, Account, or other Writing to be given or transmitted for any of the Purposes of this Agreement by or on the Part of either the North-western Company or the Welchpool Company to the other of them shall be deemed to be duly given or transmitted if it be signed by the Secretary or other Agent of the Company by or on the Part of which it is given or transmitted, and be left for the other Company at their principal Office at Shrewsbury, or be delivered personally to their Secretary.

Article 28. In every Case in which any Difference arises between the North-western Company and the Welchpool Company touching the true Intent or Construction of this Agreement, or touching anything to be done, suffered, or omitted in pursuance of this Agreement, or touching any of the Incidents or Consequences of this Agreement, or touching any Breach or Non-fulfilment or any alleged Breach or Non-fulfilment of this Agreement, or touching any

Liability, Damages, Losses, Costs, or Expenses by reason of any such Breach or Non-fulfilment, or alleged Breach or Non-fulfilment, or touching any Claim or Demand relating to any such Liability, Damages, Losses, Costs or Expenses, or otherwise relating to the Premises, every such Difference shall be referred to and determined by Arbitration, according to the Provision with respect to the Settlement of Disputes by Arbitration of "The Companies Clauses Consolidation Act, 1845."

Article 29. Provided always, That if, at or after the Expiration of the First Ten Years of this Agreement, or at or after the Expiration of Ten Years from the Time of the then last Revision thereof under this Article, the Board of Trade are of opinion that the Public Interests require any Modification of any of the Terms thereof, then and in every such Case this Agreement shall be modified accordingly; or if any Modification thereof so required by the Board of Trade be not agreed to by the Two Companies, then, at the Expiration of One Year after Notice given by the Board of Trade to the Two Companies that the Modification is so required, this Agreement shall, if the Board of Trade so declare, be determined: Provided also, that if the Board of Trade shall within Six Calendar Months next before the Expiration of any such Ten Years so require, the Two Companies shall give public Notice of the Board of Trade having Power to revise this Agreement, and to require it to be modified, and that any Complaints against this Agreement should be addressed to the Board of Trade.

Article 30. Provided always, That this Agreement shall not in any Manner alter, affect, increase, or diminish any of the Tolls which the Two Companies shall for the Time being be respectively authorized and entitled to demand or receive from any Person, or any other Company; but all other Persons and Companies shall, notwithstanding this Agreement, be entitled to the User of the Railway upon the same Terms and Conditions, and on Payment of the same Tolls, as they would have been in case this Agreement had not been entered into.

In witness whereof the said London and North-western Railway Company and the said Shrewsbury and Welchpool Railway Company have hereunto caused their Common Seals to be affixed the Day and Year first above written.

(Signed) R. S. France,
Secretary.

The Seal of the Shrewsbury and Welchpool Railway Company.

The Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations, pursuant to "The Shrewsbury and Welchpool Railway Act, 1856," hereby signify their Approval of the foregoing Agreement.

Signed by Order of the Lords of the said Committee, the 21st Day of April 1859.

Douglas Galton,
One of the Assistant Secretaries of the said Committee.

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The London and North-western Railway (Additional Powers) Act, 1863.

SCHEDULE (D.)

ARTICLES OF AGREEMENT made the First Day of November in the Year of our Lord Eighteen hundred and sixty-one, between the LONDON AND NORTH-WESTERN RAILWAY COMPANY (herein-after called the North-western Company) of the one Part, and the SHREWSBURY AND WELCHPOOL RAILWAY COMPANY (herein-after called the Welchpool Company) of the other Part.

Whereas by Articles of Agreement dated the Sixteenth Day of April Eighteen hundred and fifty-nine between the North-western Company of the one Part and the Welchpool Company of the other Part, the Welchpool Company agreed to make and complete the Shrewsbury and Welchpool Railway as a single Line of Railway on the Narrow Gauge, and the North-western Company agreed to use the Railway on the Terms therein expressed; and by Article 16 thereof it was agreed that the gross Amount from Time to Time carried to the Credit of the joint Account thereby provided for should be liable to divers Payments thereout as therein expressed; and by Article 25 thereof it was provided that the total Amount expended by the Welchpool Company for all Purposes as to which the Provisions of that Agreement as to Expenditure by them related should not for the Purposes of that Agreement be deemed as against the North-western Company to exceed 230,000*l.*: And whereas the Expenditure of the Welchpool Company for the Purposes of completing their Railway will, with the Approval of the North-western Company, exceed 230,000*l.* by 16,000*l.* or thereabouts: And whereas by the Shrewsbury and Welchpool Railway Act, 1861, the Welchpool Company are authorized to raise by new Shares 12,000*l.*, and by borrowing on Mortgage not exceeding 4,000*l.*, and they intend to raise the whole or the greater Part thereof accordingly, and to expend the same for the Purposes of completing their Railway: And whereas the Two Companies Parties hereto have agreed to enter into and execute these Presents by way of supplemental Agreement with respect to the Payments to be made out of the joint Account provided for by the recited Agreement as herein-after appearing: Now, therefore, these Presents witness that for the Consideration herein appearing it is hereby mutually agreed by and between the North-western Company and the Welchpool Company as follows; that is to say, if, under the Authority of the Shrewsbury and Welchpool Railway Act, 1861, the Welchpool Company borrow all or any Part of the Sum of 4,000*l.* thereby authorized to be borrowed by them, and shall expend the same in the Completion of the said Railway (a Certificate under the Hand of Edward Woods Esq., the Engineer of the Welchpool Company, certifying that the said Sum or any Part thereof has been so expended to be sufficient Evidence thereof), then the Amount on which, under Article 16 of the recited Agreement, Interest is to be paid or accounted for half-yearly as therein expressed, instead of being a Sum not exceeding 50,000*l.*, shall be a Sum not exceeding 50,000*l.*, with the Addition thereto of the Amount (not exceeding 4,000*l.*) from Time to Time so borrowed by them: If under the Authority of the Shrewsbury and Welchpool Railway Act, 1861, the Welchpool Company raise all or any Part of the Sum of 12,000*l.* thereby authorized

authorized to be raised by Shares, and shall expend the same in the Completion of the said Railway (a Certificate under the Hand of the said Edward Woods, certifying that the said last-mentioned Sum or any Part thereof has been so expended to be sufficient Evidence thereof), then the Amount on which under Article 16 of the recited Agreement, the half-yearly Payment to them for every Half Year ending with the 30th Day of June or the 31st Day of December, is to be as therein expressed, instead of being calculated on 180,000*l.* shall be 180,000*l.* with the Addition thereto of the Amount (not exceeding 12,000*l.*) from Time to Time so raised by them: If under the Authority of the Shrewsbury and Welchpool Railway Act, 1861, the Welchpool Company raise by Shares or by borrowing, or partly by Shares and partly by borrowing, all or any Part of the aggregate Sum of 16,000*l.* thereby authorized to be so raised, then the total Amount expended by the Welchpool Company for all Purposes to which the Provisions of the recited Agreement as to Expenditure by them relate, shall be deemed as against the North-western Company, to be instead of an Amount not exceeding 230,000*l.*, an Amount not exceeding 230,000*l.* with the Addition thereto of the Amount (not exceeding 16,000*l.*) from Time to Time so raised and so expended by them: And it is hereby agreed that both Companies shall at the Request of each other (at the Cost of the Company who shall make such Request, concur in obtaining any necessary Parliamentary Powers for giving full Effect to the said recited and this Agreement.

In witness whereof the said London and North-western Railway Company and Shrewsbury and Welchpool Railway Company have hereunto caused their respective Common Seals to be affixed the Day and Year first above written.

The Seal of the Shrewsbury and Welchpool Railway Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1863.