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An Act for conferring additional Powers on the London and North-western Railway Company in relation to their own Undertaking and the Undertakings of other Companies; and for other purposes. [4th July 1870.]

WHEREAS it is expedient that the London and North-western Railway Company (herein-after called the Company) should be empowered to make the new roads and execute the other works in this Act mentioned, and to stop up and discontinue and appropriate the portions of roads and footpaths in this Act mentioned, and to acquire for the purposes of the works by this Act authorised, and for other purposes connected with their undertaking, the lands and buildings in this Act also mentioned: New works. Lands.

And whereas it is expedient that the Company and the Great Western Railway Company (herein-after called "the Great Western Company") should be empowered to acquire for purposes connected with the Birkenhead Railway (which is held jointly by those two companies) certain lands in the county of Chester, and to make and carry into effect agreements in reference thereto: Company and Great Western Company. Joint lands.

And whereas plans and sections showing the respective lines and levels of the new roads above referred to and by this Act authorised to be made, and plans of the lands above referred to and by this Act authorised to be acquired and appropriated, and books of reference to those plans, have been deposited with the clerks of the peace for the several counties within which those works will be constructed and those lands are situate, which plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference respectively: Plans, &c. deposited.

And whereas it is expedient that the period now limited by the London and North-western Railway (Additional Powers, England) Act, 1865, (herein-after called "the Company's Additional Powers, England, Act, 1865,") for the construction of the railway in the Extension of time. Huyton and Saint Helen's.

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county of Lancaster by that Act authorised, and therein first described (being a railway to connect the railway of the Company with the Saint Helen's Railway, and herein-after called "the Huyton and Saint Helen's Railway"), should be extended:

Eccles and Little Hulton.

And whereas it is expedient that the period now limited by the last-mentioned Act for the construction of the Eccles and Little Hulton Line in the county of Lancaster, authorised by that Act, and therein fifthly described, should, as to a portion thereof, be extended:

Dowlais Extension.

And whereas it is expedient that the period now limited by the London and North-western Railway (New Lines) Act, 1867, (herein-after called "the Company's New Lines Act, 1867,") for the construction of the Dowlais Extension Railway by that Act authorised, should be extended:

Abandonment.

And whereas it is expedient that the construction of the railway in the parish of Great Budworth in the county of Chester, authorised by and secondly described in the London and North-western Railway (New Branch Lines) Act, 1863, (herein-after called "the Company's Branches Act, 1863,") should be abandoned:

Superfluous lands.

And whereas it is expedient that further provision should be made with respect to the sale by the Company of their superfluous lands:

Supply of water at Crewe.

And whereas by the Company's Additional Powers, England, Act, 1865, the Company were for a period thereby limited authorised to supply water and gas from their station at Crewe, and it is expedient that that period should be extended:

Leeds new station.

And whereas it is expedient that the Company should be empowered to apply a further sum of money towards the completion and improvement of the Leeds new railway station (herein-after called "the Leeds joint station" (belonging to them and the North-eastern Railway Company), herein-after called "the North-eastern Company") jointly, and constructed under the authority of the Leeds New Railway Station Act, 1865 (herein-after called "the Leeds Joint Station Act"):

Oldham Company.

And whereas by the London and North-western Railway (New Works) Act, 1859, (herein-after called "the Company's New Works Act, 1859,") the Company were authorised to subscribe towards and to hold shares in the undertaking of the Oldham, Ashton-under-Lyne, and Guide Bridge Junction Railway Company (herein-after called "the Oldham Company"), and it is expedient that they should be authorised to subscribe a further sum towards the said undertaking:

Wolverhampton and Walsall.

And whereas under the provisions of the Wolverhampton and Walsall Railway Act, 1866, and of the agreement between the

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Wolverhampton and Walsall Railway Company (herein-after called "the Wolverhampton Company") and the Company, by that Act confirmed, the Company have subscribed towards and become shareholders in the undertaking of the Wolverhampton Company; and it is expedient that they should be authorised to subscribe a further sum of money towards the said undertaking:

Central Wales and Central Wales Extension.

And whereas by the London and North-western Railway, Knighton, Central Wales, and Central Wales Extension Railways Transfer Act, 1868, (herein-after called "the Central Wales Railways Transfer Act,") the respective undertaking of the Knighton Railway Company, the Central Wales Railway Company (herein-after called "the Central Wales Company"), and the Central Wales Extension Railway Company (herein-after called "the Central Wales Extension Company") was transferred to and vested in the Company, and the Knighton Railway Company, the Central Wales Company, and the Central Wales Extension Company respectively were dissolved: And whereas by the same Act provision was made for the payment by the Company of the mortgage debts of the companies whose undertakings were thereby vested in the Company (including the Central Wales Company and the Central Wales Extension Company), and the interest thereon, and of the dividends accruing on the preference shares of those two companies respectively, and of dividends on the ordinary shares of those two companies respectively, at the rate on the ordinary shares of the Central Wales Company of four pounds per centum per annum, and on the ordinary shares of the Central Wales Extension Company of two pounds ten shillings per centum per annum, all such dividends being fixed guaranteed perpetual dividends; and provision was also made for the substitution for the shares in the said two companies respectively of stock in the Company to be called London and North-western (Central Wales) or (Central Wales Extension) Railway stock, as the case might be; and it was by the same Act enacted that the Company might apply their corporate funds in the discharge of any debts or liabilities paid by them on account of the said two companies respectively, and might from time to time deduct the amount of all sums so paid by them (other than the mortgage debts, interest, and dividends by that Act made payable by the Company) rateably out of the dividends payable to the holders of ordinary shares in the said two companies respectively, or, as the case might be, of the stock in the Company issued in the stead of such ordinary shares: And whereas it appears that under the last-recited provision of the said Act the holders of ordinary shares in the said two companies respectively will not be entitled to receive from the Company any dividend on those shares

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until all their debts are paid and recouped to the Company, and several of the holders of those shares are desirous, and the Company are willing, and it is expedient that provision should be made for enabling holders of those shares to be put in the immediate receipt of a dividend in respect thereof, after an allowance has been made in respect of such debts:

Carnarvonshire Railway.

And whereas by the Carnarvonshire Railway Act, 1862, the Carnarvonshire Railway Company (herein-after called "the Carnarvonshire Company") on the one hand, and the Company and the Aberystwith and Welsh Coast Railway Company on the other hand, were empowered to enter into and carry into effect agreements for the use and working by the two last-named companies, either jointly or separately, of the Carnarvonshire Railway, and the Company are now working the Carnarvonshire Railway: And whereas by the Carnarvonshire Railway (Nantlle Railway Transfer) Act, 1867, the undertaking of the Nantlle Railway Company was absolutely vested in and declared to be part of the undertaking of the Carnarvonshire Company: And whereas it is expedient that the undertaking of the Carnarvonshire Company should be vested in and amalgamated with the undertaking of the Company, and that the Carnarvonshire Company should be dissolved, and that the Company should be authorised to construct a branch railway, and to make the other works, and acquire the lands, and do the other acts in connexion with the Carnarvonshire Railway which are by this Act authorised to be constructed, made, acquired, and done, and that the Company should be authorised to discontinue the maintenance of a portion of the Nantlle Railway, and should be released from all obligation and liability on account of the non-construction of certain portions of the railways and works authorised by the Nantlle Railway Act, 1865, the powers for the construction of which have expired, and which have become, or by reason of the construction of the branch railway by this Act authorised will become, unnecessary: And whereas plans and sections showing the respective lines and levels of the last-mentioned branch railway, and the other works in connexion with the Carnarvonshire Railway by this Act authorised to be executed and maintained, and plans of the last-mentioned lands by this Act authorised to be acquired, and books of reference to the respective plans, have been deposited with the clerk of the peace for the county of Carnarvon, which plans, sections, and books of reference are herein-after referred to as the deposited plans, sections, and books of reference respectively:

Company and Llanberis Company vesting.

And whereas under the provisions of the Carnarvon and Llanberis Railway Act, 1867, and the Carnarvon and Llanberis Railway Act,

1868, the Company have become joint owners with the Carnarvon and Llanberis Railway Company (herein-after called "the Llanberis Company") of the railway of that company, and it is expedient that the undertaking of the Llanberis Company should be vested in and amalgamated with the undertaking of the Company, and that the Llanberis Company should be dissolved:

Builth Junction.

And whereas the Central Wales section of the Company's undertaking is connected near Builth with the Mid-Wales Railway, by means of a short line of railway authorised by the Mid-Wales Railway, Deviations, &c., Act, 1862, to be constructed (which railway is in that Act called the junction line, and is herein-after called "the Builth Junction"), and it is expedient that that junction line should be vested in the Company and worked by them as part of their undertaking:

Shrewsbury and Hereford Railway.

And whereas it is expedient that the undertaking of the Shrewsbury and Hereford Railway Company (herein-after called "the Shrewsbury Company"), which is now leased in perpetuity to the Company and the Great Western Company jointly, should be completely vested in those two companies on the terms and subject to the provisions herein-after contained:

Leeds Central Station.

And whereas under or in pursuance of the powers and provisions of the Leeds Central Railway Station Act, 1848, (herein-after called "the Leeds Central Station Act,") the Leeds, Dewsbury, and Manchester, the Leeds and Thirsk (afterwards called the Leeds Northern), the Lancashire and Yorkshire, and the Great Northern Railway Companies acquired lands for and constructed thereon a passenger station at Leeds (herein-after called "the Leeds Central Passenger Station") for their joint and several use, and those four companies made and entered into agreements with respect to the construction, maintenance, and use of such station, and their respective contributions thereto, and the division and appropriation thereof amongst them: And whereas the Leeds, Dewsbury, and Manchester Railway Company has since been amalgamated with, or merged in, and is now represented by the Company, and the Leeds Northern Railway Company has since been dissolved, and its undertaking, rights, and property are now vested in the North-eastern Railway Company: And whereas it is expedient that the companies in whom the said station is now vested should be empowered to enter into further agreements with respect to the ownership and appropriation thereof and otherwise in relation thereto:

Amendment of Acts.

And whereas it is expedient that some of the powers and provisions of the existing Acts relating to the Company should be altered, amended, extended, and enlarged, and that such further

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powers should be granted to the Company as are herein-after mentioned:

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:

Short title.

1. This Act may be cited for all purposes as "The London and North-western Railway (Additional Powers) Act, 1870."

Provisions of general Acts herein named incorporated.

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

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:

The Railways Clauses Consolidation Act, 1845:

Part I. (relating to the construction of a railway), Part II. (relating to extension of time), and Part V. (relating to amalgamation) of the Railways Clauses Act, 1863; and in construing sections 13, 18, and 19 of that Act the words "work" and "railway" shall be taken to include any works below high-water mark which the Company may construct under this Act.

Interpretation of terms.

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

The expression "the Company" means the London and North-western Railway Company:

The expression "the Great Western Company" means the Great Western Railway Company:

The expression "the North-eastern Company" means the North-eastern Railway Company:

The expression "the Oldham Company" means the Oldham, Ashton-under-Lyne, and Guide Bridge Junction Railway Company:

The expression "the Wolverhampton Company" means the Wolverhampton and Walsall Railway Company:

The expression "the Central Wales Company" means the Central Wales Railway Company:

The expression "the Central Wales Extension Company" means the Central Wales Extension Railway Company:

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The expression "the Carnarvonshire Company" means the Carnarvonshire Railway Company:

The expression "the Llanberis Company" means the Carnarvon and Llanberis Railway Company:

The expression "the Shrewsbury Company" means the Shrewsbury and Hereford Railway Company:

The expression "the Sheffield Company" means the Manchester, Sheffield, and Lincolnshire Railway Company:

The expression "the Lancashire and Yorkshire Company" means the Lancashire and Yorkshire Railway Company:

The expression "the Great Northern Company" means the Great Northern Railway Company:

And the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Power to make new roads according to deposited plans.

4. Subject to the provisions of this Act, the Company may make, in the lines and according to the levels shown on the deposited plans and sections, the new roads herein-after described, with all proper works and conveniences connected therewith, and may exercise the powers herein-after mentioned, and may enter upon, take, and use the lands required for those purposes, or herein-after described, delineated on the deposited plans and described in the deposited books of reference relating thereto; (that is to say,)

They may make a new road in the township of Sutton, in the parish of Prescot in the county of Lancaster, commencing from and out of the public carriage road leading from Marshall's Cross to Lea Green Station and Sutton Heath, at a point thereon seventy yards or thereabouts north-east of the waiting room on the north side of the Liverpool and Manchester Railway of the Company at the Lea Green Station, and terminating at another point on the said public carriage road fifty yards or thereabouts north-west of the said waiting room; and also another new road in the same township and parish, commencing by a junction with the first-mentioned new road at a point thirty yards or thereabouts, measured in a north-easterly direction, from the said waiting room, and terminating by a junction with the public carriage road leading from the first above-mentioned public carriage road across and on the level of the said Liverpool and Manchester Railway to Micklehead Green at a point

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thereon three hundred yards or thereabouts south of that level crossing:

And they may, when and so soon as the said new roads are completed and opened to the public, stop up and discontinue as a public carriage road or highway so much of the first-mentioned public carriage road as lies between the commencement and the termination of the first-described new road and so much of the secondly-mentioned carriage road as lies between the junction thereof with the first-mentioned public carriage road and the termination of the secondly-described new road; and all rights of way in or over the portions of roads so stopped up and discontinued are hereby extinguished; and the Company may appropriate to the purposes of their undertaking so much of the said two public carriage roads or either of them as lies within a distance of twenty-four yards or thereabouts from the centre line of the two main lines of rails of the said railway; and they may acquire by compulsion or agreement, and hold for the general purposes of their undertaking, certain lands, houses, and buildings in the same township and parish, lying on the south side of the said railway and near the said station, delineated on the deposited plans and described in the deposited books of reference relating thereto:

They may make a new road in the parish of Bangor in the county of Carnarvon, commencing from and out of the Shrewsbury and Holyhead turnpike road, at or near the point thereon where the public carriage road leading from Bangor to Bangor Ferry, and crossing the Chester and Holyhead Railway on the level, joins the said turnpike road, and terminating by a junction with that turnpike road at a point thereon three hundred and seventy-five yards or thereabouts west of the said level crossing; and they may within the same parish continue and extend the said new road from a point thereon one hundred and sixty-five yards or thereabouts west of the said level crossing to and terminating by a junction with the said road leading from Bangor to Bangor Ferry, at a point thereon two hundred yards or thereabouts south of the said level crossing:

And they may, when and so soon as the said new road and the continuation and extension thereof are completed and opened to the public, stop up and discontinue as a public carriage road or highway so much of the said road leading from Bangor to Bangor Ferry as crosses the said Chester and Holyhead Railway, and extends for a distance of twenty yards or thereabouts beyond and on each side of that railway; and all rights of way in or over the portion of road so stopped up and discontinued are hereby extinguished.

Power to deviate in construction of new roads.

5. In constructing the new roads by this Act authorised, the Company may deviate to the extent of the limits of deviation marked on the deposited plans, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet.

Provision for repair of new roads.

6. The new roads to be made by the Company under this Act when made and completed shall respectively from time to time be repaired and maintained by and at the expense of the same parties, in the same manner and to the same extent as other like roads within the townships or parishes respectively in which such new roads will be situate are from time to time liable to be repaired or maintained: Provided always, that if any question shall arise between the Company and any of such parties as to the due completion of such new roads respectively, such questions shall from time to time be determined by two justices on the application of either of the parties in difference, and after not less than seven days notice to both parties of the sitting of such justices for the purpose, and the certificate of such justices of the due completion of such new roads respectively shall be conclusive evidence of the fact so certified.

For the protection of the Shrewsbury and Holyhead road.

7. Nothing in this Act contained shall authorise the Company to take, use, divert, or otherwise interfere with any part of the Shrewsbury and Holyhead road, without the previous consent in writing of the Commissioners for the time being acting in execution of an Act passed in the third and fourth years of the reign of Her present Majesty, cap. 104.

Power to stop up and appropriate portion of road and footpath in parish of Leeds.

8. Subject to the provisions of this Act, when and so soon as the Company shall have to the reasonable satisfaction of the surveyor for the time being of the borough of Leeds through lands belonging to the Company made a deviation of the south-eastern portion of the occupation road and public footpath in the township of Wortley in the parish of Leeds in the west riding of the county of York, leading from the Leeds and Whitehall turnpike road across the lands and railway of the Company between the points marked A. and B. on the plan signed in duplicate by Capel A. Curwood, the town clerk of Leeds, and James Blenkinsop, the solicitor of the Company, the Company may enter upon, take, and use and appropriate for the purposes of their undertaking so much of the said occupation road and footpath as is rendered unnecessary by reason of the said deviation; and thereupon and thenceforth all rights of way in or over the said portion of occupation road and footpath respectively are hereby extinguished; and the Company may make and maintain under and across the said occupation road and footpath and the deviation thereof by this Act authorised such and so many openings

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as they think fit for the purpose of laying rails and effecting communications between their lands on the east and west sides thereof respectively: Provided always, that nothing in this Act contained shall interfere with the traffic on the said occupation road and footpath from the said turnpike road over and across the railways and property of the Company.

For protection of the trustees of the late John Smythe, Esq.

9. The powers conferred upon the Company by the last preceding enactment shall be exercised only subject to and in accordance with the following provisions; (that is to say,) the deviation of the occupation road by that enactment authorised shall be constructed to the reasonable satisfaction of Edward Horner Reynard and Thomas Greenwood Teale, trustees of the settled estates of the co-heiresses of the late John Smythe, Esquire, according to the section showing the line and levels of the said deviation signed in duplicate by Messieurs Teale and Appleton, solicitors to the said trustees, and James Blenkinsop, the solicitor of the Company.

Providing for compensation to those trustees.

10. The Company shall pay to the said trustees and their lessees compensation for the damage (if any) to be sustained by them respectively by the execution of the works referred to in the last two preceding enactments, to be ascertained in manner prescribed by "The Lands Clauses Consolidation Act, 1845."

Additional lands.

11. Subject to the provisions of this Act, the Company, in addition to the other lands which they are by this Act authorised to acquire, may from time to time enter upon, take, use, and appropriate to the purposes of their undertaking the lands, houses, and buildings following, delineated on the deposited plans and described in the deposited books of reference relating thereto respectively, and may exercise the powers herein-after mentioned in connexion therewith; (that is to say,)

Certain lands, houses, and buildings in the township of Parr in the parish of Prescot in the county of Lancaster, adjoining and on the east side of the Pocket Nook branch of the Company's railway near where Upper Parr Street in the borough of Saint Helens is crossed by that railway:

Certain lands, houses, and buildings in the borough and parish of Liverpool in the county of Lancaster, lying between Wapping on the west, Blundell Street on the south, James Street on the east, and Crosbie Street on the north, including the site of Crosbie Street and so much of the site of Simpson Street as lies between Crosbie Street and Blundell Street:

Certain lands, houses, and buildings in the township of Handforth-cum-Bosden in the parish of Cheadle in the county of Chester,

lying on the easterly side of and adjoining the Manchester and Birmingham Railway of the Company near the Handforth Station:

Certain lands, houses, and buildings in the parish of Wistanstow in the county of Salop, lying on the west side of and adjoining the Shrewsbury and Hereford Railway, and on the north side of and adjoining the public road from Bishop's Castle to Halford, which crosses the said railway on the level about six hundred yards north of the Craven Arms Station:

Certain lands, houses, and buildings in the township of Stokesay and Newton in the parish of Stokesay in the county of Salop, lying on the north and south sides of and adjoining the Knighton Railway of the Company near where that railway joins the Shrewsbury and Hereford Railway:

Certain other lands, houses, and buildings in the same township and parish, lying on the east and west sides of and adjoining the Shrewsbury and Hereford Railway and near to and south of the said junction:

Certain lands, houses, and buildings in the parish of Willesden, in the county of Middlesex, contiguous or near to the road at Kensal Green, leading out of the London and Harrow turnpike road known as Wellington Road, and certain other lands, houses, and buildings in the same parish contiguous or near to the lane leading out of the said turnpike road to Chamberlain Wood Farm; and certain other lands, houses, and buildings in the same parish extending from the lands, houses, and buildings above described to the north side of the Hampstead Junction Railway of the Company. And if and when and so soon as they have provided another footpath in lieu thereof they may stop up and discontinue as a public footpath so much of the public footpath in the same parish leading from Wellington Road aforesaid to Willesden as lies between Wellington Road and the point where that footpath falls into the occupation road which crosses the said railway; and all rights of way in or over that portion of the said footpath are hereby extinguished:

Certain other lands, houses, and buildings in the same parish lying on the north and south sides of the Company's main line of railway and near to the public carriage road called Kilburn Lane, where that lane joins Carlton Road and Malvern Road:

Certain lands, houses, and buildings in the parishes of Mucking, Corringham, and Fobbing, in the county of Essex, lying between the Thames Haven Branch of the London, Tilbury, and Southend Railway and the River Thames, and near to and

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extending in a westerly direction from the pier at the termination of that branch railway:

Certain lands in the said parish of Mucking, lying on the north side of the Thames Haven Branch of the London, Tilbury, and Southend Railway near the lands last above described, and extending to and including a portion of the piece of water known as Rugward Fleet:

Certain lands, houses, and buildings in the parish of Henllan in the county of Denbigh, lying on the east side of and adjoining the Vale of Clwyd Railway near the mile post on that railway denoting nine miles and three quarters from Rhyl.

Site and soil of portions of roads, &c. stopped up vested in Company.

12. The site and soil of the portions of roads and footpaths by this Act authorised to be stopped up and discontinued, and the fee simple and inheritance thereof, shall (except where by this Act otherwise provided), if the Company are, or if and when they become under the powers of this Act, the owners of the lands on both sides thereof, be from the time of the stopping up thereof respectively wholly and absolutely vested in the Company, and if the Company are or so become the owners of the land on one side only thereof, the site and soil of the said portions of roads and footpaths respectively between the Company's land and the centre of such road or footpath, and the fee simple and inheritance thereof, shall be from the time of the stopping up thereof respectively absolutely vested in the Company.

For protection of the borough of Liverpool.

13. In exercising within the borough of Liverpool in the county of Lancaster the powers of this Act, the Company shall conform to and observe the following provisions, regulations, and restrictions; that is to say,

First. Where the surface of any street, road, passage, or place has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised, the Company shall well and sufficiently and to the satisfaction of the mayor, aldermen, and burgesses of the said borough (herein-after called the corporation) restore the surface so interfered with or disturbed, and shall maintain in efficient repair the said surface for twelve months to the like satisfaction:

Second. Whenever it may be necessary to interrupt or interfere with any existing sewer or drain, the Company shall before interrupting or interfering with such existing sewer or drain construct, according to a plan to be approved of by the Corporation, another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with, and such substituted sewer or drain shall be connected by

and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with, and in such manner as shall be approved by the corporation:

Third. If by reason of the execution of any of the powers of this Act any increased length of sewers or drains shall become necessary, the same shall be constructed by and at the expense of the Company upon such plan and in such manner as shall be approved by the corporation:

Fourth. If by reason of the execution of any of the powers of this Act the corporation shall at any time necessarily incur any cost in altering any existing sewer or drain, the Company shall repay to the corporation such additional cost, and the same may be recovered in default of payment in any court of competent jurisdiction:

Fifth. The provisions of "The Railways Clauses Consolidation Act, 1845," contained in the sections 18 to 23 inclusive shall apply to the water mains and pipes of the corporation, and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the corporation:

Sixth. Wherever the water mains or pipes of the corporation shall be severed or interfered with by the works authorised by this Act, and wherever it is necessary for the maintaining the supply of water to lay additional water mains or pipes, such additional water mains or pipes shall, previous to the severance or interference, be laid by the corporation at the expense of the Company:

Seventh. If by reason of the execution of any of the powers of this Act any increased length of water mains or pipes shall become necessary, the same shall be laid down by the corporation at the expense of the Company, upon such plan and in such manner as shall be approved by the corporation:

Eighth. Whenever by the appropriation or destruction of property under this Act authorised any water mains or pipes laid for the supply of such property, except pipes inside such property, shall be rendered unnecessary, the Company shall pay the corporation the cost of laying an equivalent length of water main or pipe and the cost of the works required for the discontinuation of such water mains or pipes rendered unnecessary as shall be estimated by the water engineer, and the water mains and pipes so rendered unnecessary shall be the property of the Company:

Ninth. The materials of all streets, roads, and other places, and of the works connected therewith, which may be discontinued,

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stopped up, or appropriated by the Company, shall be the property of and belong to the corporation:

Tenth. If the Company exercise their compulsory powers with respect to any part of the property within the limits shown by the letters A. A. A. A. and B. B. B. B. respectively upon the plan signed by the town clerk of the said borough and the solicitor of the Company, they shall immediately give notices to treat to the owners and lessees (other than tenants from year to year) of the whole of the property comprised within such limits respectively:

Eleventh. So soon as the property abutting on Simpson Street on both sides for the whole length thereof has been acquired, all public rights of way over the same shall be extinguished, and the liability of the corporation to keep the same in repair shall determine:

Twelfth. The Company shall widen Blundell Street to not less than sixteen yards in width for the whole length thereof before Crosbie Street or any part thereof shall be absorbed, or in any way interfered with, either by placing rails across the same or otherwise:

Thirteenth. If any building be erected towards Blundell Street having doors or openings for loading or unloading goods towards Blundell Street, such building shall be set back for the whole length of such building from the northern boundary of Blundell Street as widened, for a distance of not less than ten feet in width, upon which space carts or other vehicles bringing goods to be conveyed by railway, or waiting to convey goods from the railway, shall stand:

Fourteenth. If the Company shall make any opening or openings for carts or other vehicles from Blundell Street into their station they shall set back the buildings or fence wall of their station for the whole length thereof west of the easternmost of such openings not less than ten feet in width from the northern boundary of Blundell Street as widened, so as to provide space for carts and other vehicles bringing goods to the station without interfering with the ordinary traffic of the street.

Company not to interfere with banks, bed, or shores of River Thames without consent of conservators.

14. Nothing in this Act contained shall authorise the Company to erect works upon, drive piles in, or otherwise interfere with any part of the banks, bed, or foreshore of the River Thames without the consent in writing of, and except in accordance with plans and sections approved of in writing by, the Conservators of the River Thames.

Saving rights of the Conservators of the River Thames.

15. Except as herein expressly provided, nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the estates, rights, interests, liberties, privileges, or franchises of the Conservators of the River Thames, or to prohibit, defeat, alter, or diminish any power, authority, or jurisdiction which at the time of the passing of this Act the said conservators did or might lawfully claim, use, or exercise.

Provisions for protection of West Middlesex Waterworks Company.

16. And whereas in the execution of the Company's works under the authority of this Act the mains, pipes, and other works belonging to the West Middlesex Waterworks Company may be interfered with, and it is expedient that that Waterworks Company should have control over the execution of all works in any way affecting that Company: Therefore all works, matters, and things which the Company may be empowered or required to do or execute with reference to the mains, pipes, or works of the Waterworks Company existing at the time of the commencement of the Company's works shall be done and executed by and at the cost of the Company, and to the reasonable satisfaction of the engineer for the time being of the Waterworks Company, and according to plans previously approved by such engineer and the engineer of the Company, or, in the event of their not agreeing, in such manner as shall be settled by arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration, and such works, matters, or other things shall not, except in the case of emergency, be commenced until after fourteen days previous notice thereof in writing shall have been given to the Waterworks Company.

Saving rights of West Middlesex Waterworks Company.

17. Except only as is by this Act otherwise expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the estates, rights, interests, powers, authorities, or privileges of the West Middlesex Waterworks Company.

Power to Company and Great Western Company to take lands.

18. Subject to the provisions of this Act, the Company and the Great Western Company jointly, or either of them with the consent of the other, may from time to time enter upon, take, and use and appropriate to the purposes of or connected with the Birkenhead Railway the lands, houses, and buildings herein-after described, delineated on the deposited plans and described in the deposited books of reference relating thereto; (that is to say,)

Certain lands, houses, and buildings in the township of Capenhurst in the parish of Shotwick in the county of Chester, lying on the east and west sides of and adjoining the Birkenhead Railway, and abutting upon and extending northwards from the public road leading from Sutton to Capenhurst.

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Power to stop up portion of road in parish of Huyton.

19. The Company may, upon completion of the bridge intended to be erected in lieu thereof, stop up and discontinue so much of the road in the township of Huyton-with-Roby, in the parish of Huyton in the county of Lancaster, which now crosses the Company's Liverpool and Manchester Railway on the level at a point thereon one hundred yards or thereabouts east of the Huyton Quarry Station on that railway as lies between the boundaries of the Company's property at that level crossing, and so soon as the Company shall have constructed a bridge over the said railway at a point eighty yards or thereabouts to the west of such level crossing, and a public road passing over the same shall have been completed fit for traffic, all rights of way in or over that portion of the said road so stopped up and discontinued as aforesaid are hereby extinguished.

As to water main or pipe of Corporation of Liverpool in that road.

20. Upon the completion of the bridge mentioned in the last section, the corporation shall take up and place in the roadway of such bridge the water main or pipe belonging to the corporation in the existing roadway forming the level crossing, and the Company shall repay to the corporation the cost thereof, the amount to be settled by the acting water engineer of the corporation.

Extension of time for completion of Huyton and Saint Helens Railway.

21. The period limited by the Company's Additional Powers, England, Act, 1865, for the construction of the Huyton and Saint Helens Railway is hereby extended until the expiration of three years from the passing of this Act, and section 60 of that Act, so far as that section relates to the non-completion of the Huyton and Saint Helens Railway, shall be and the same is hereby repealed.

Imposing penalty unless Huyton and Saint Helens Railway completed within extended time.

22. If the Company fail within the period limited by this Act to complete the Huyton and Saint Helens Railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until that railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the sum of one hundred and fifty-five thousand pounds, being the estimated cost of that railway, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeen and eighteen Victoria, chapter thirty-one, to an account to be opened in the name and with

the privity of the Accountant General of the Court of Chancery in England, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but 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 the said railway by unforeseen accident or circumstances beyond their control, provided that want of sufficient funds shall not be held to be a circumstance beyond their control. A.D. 1870.

Providing for application of penalty in compensation to parties injured by non-completion of Huyton and Saint Helens Railway.

23. Every sum of money so recovered by way of penalty as last aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the Huyton and Saint Helens Railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company of taking property for the purposes of that railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company.

On expiration of time limited for completion of Huyton and Saint Helens Railway powers to cease.

24. If the Huyton and Saint Helens Railway shall not be completed within the period limited by this Act, then on the expiration of such period the powers by this Act granted to the Company for making and completing that railway or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

Extension of time for completion of portion of Eccles and Little Hulton Line.

25. The period limited by the Company's Additional Powers, England, Act, 1865, for the construction of the Eccles and Little Hulton Line, is as to so much of that railway as lies between the commencement thereof and the junction thereof with the Little Hulton Extension Railway authorised by the London and North-western Railway (New Works and Additional Powers) Act, 1869, hereby extended until the expiration of three years from the passing of this Act, and section 60 of the Company's Additional Powers,

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England, Act, 1865, so far as that section relates to the non-completion of that portion of the Eccles and Little Hulton Line, shall be and the same is hereby repealed.

Imposing penalty unless portion of Eccles and Little Hulton Line opened within extended time.

26. If the Company fail within the period limited by this Act to complete the before-mentioned portion of the Eccles and Little Hulton Line, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until that portion of railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the sum of fifty-seven thousand eight hundred pounds, being the estimated cost of that portion of railway, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeen and eighteen Victoria, chapter thirty-one, to an account to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but 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 the said portion of railway by unforeseen accident or circumstances beyond their control, provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in compensation to parties injured by non-completion of portion of Eccles and Little Hulton Line.

27. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the before-mentioned portion of the Eccles and Little Hulton Line or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company of taking property for the purposes of that portion of railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in

England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company.

On expiration of time limited for completion of portion of Eccles and Little Hulton Line powers to cease.

28. If the said portion of the Eccles and Little Hulton Line shall not be completed within the period limited by this Act, then on the expiration of such period the powers by this Act granted to the Company for making and completing that portion of railway or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

Extension of time for completion of Dowlais Extension Railway.

29. The period limited by the Company's New Lines Act, 1867, for the construction of the Dowlais Extension Railway by that Act authorised, is hereby extended for the further period of one year; and section 36 of that Act, so far as that section relates to the non-completion of the Dowlais Extension Railway, shall be and the same is hereby repealed, and any notice given by the Company to the Brecon and Merthyr Tydfil Junction Railway Company of the intention of the Company to proceed with the construction of the Dowlais Extension Railway shall be deemed to be and have all the incidents of the notice provided for in the sixth section of the Brecon and Merthyr Railway Act, 1867, although such notice was not given within two years after the passing of that Act.

Imposing penalty unless Dowlais Extension Railway completed within extended time.

30. If the Company fail within the period limited by this Act to complete the Dowlais Extension Railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until that railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the sum of seventy-one thousand four hundred and seventy-eight pounds, being the estimated cost of the said railway, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeen and eighteen Victoria, chapter thirty-one, to an account to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England,

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in the bank named in such order, and shall not be paid thereout except as herein-after provided; but 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 the said railway by unforeseen accident or circumstances beyond their control, provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in compensation to parties injured by non-completion of Dowlais Extension Railway.

31. Every sum of money so recovered by way of penalty as last aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the Dowlais Extension Railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company of taking property for the purposes of that railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company.

On expiration of time limited for completion of Dowlais Extension Railway powers to cease.

32. If the Dowlais Extension Railway shall not be completed within the period limited by this Act, then on the expiration of such period the powers by this Act granted to the Company for making and completing that railway or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

Abandonment of authorised railway in the parish of Great Budworth.

33. The Company shall abandon and relinquish the construction of the railway in the parish of Great Budworth in the county of Chester, authorised by and secondly described in the Company's Branches Act, 1863: Provided always, that notwithstanding such abandonment the Company may, if they think fit, retain the lands acquired by them for the purposes of the said railway, and may use the same for sidings or other general purposes of their undertaking, but in the event of the Company not requiring so to retain the whole or any part of those lands, they shall sell the portions not so retained,

and the provisions of the Lands Clauses Consolidation Act, 1845, with respect to lands acquired by the promoters of the undertaking under the provisions of that or the special Act, or any Act incorporated therewith, but which shall not be required for the purposes thereof, shall apply to the whole or such parts of the before-mentioned lands as shall not be so retained by the Company, and the prescribed period in those provisions referred to shall mean ten years from the passing of this Act.

Compensation for damage to land by entry, &c. for purposes of railway in parish of Great Budworth abandoned.

34. The abandonment by the Company under the authority of this Act of the said railway in the parish of Great Budworth shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of the Lands Clauses Consolidation Act, 1845, for any damage occasioned by the entry on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of the work, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied to receive compensation in accordance with the provisions in that behalf of the Railways Clauses Consolidation Act, 1845, so far as the same may be applicable, for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the last-mentioned Act, or in the Company's Act referred to in the last preceding enactment.

Compensation to be made in respect of railway abandoned.

35. Where, before the passing of this Act, any contract may have been entered into or notice given for the purchasing of any land for the purposes of or in relation to the said railway by this Act authorised to be abandoned, and which shall not be required for the purposes of any of the works by this Act authorised, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Extending time for sale of certain superfluous lands.

36. The Company may, notwithstanding anything to the contrary in the Lands Clauses Consolidation Act, 1845, or in any Act relating to the Company with which that Act is incorporated, retain and hold any lands belonging to them in the parishes of Saint

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Pancras, Saint John Hampstead, and Acton, in the county of Middlesex; Rowley-Regis, Sedgeley, Harborne, Saint Mary Stafford, Derrington, Haughton, Gnosall, and Edgmund, in the county of Stafford; Stockport in the county of Chester; Bolton-le-Sands, Tunstall, and Lancaster, in the county of Lancaster; Kendal and Kirkby Lonsdale in the county of Westmoreland; Thorton-in-Lonsdale in the west riding of the county of York; Llangenstenin in the county of Carnarvon; Llanfiangle-en-Lowyn and Llanfair-yn-Newbwll in the county of Anglesey; Whitford in the county of Flint; and Llandulas in the county of Denbigh, which have not yet been applied to the purposes of the Company, or sold or disposed of by them, for the periods following; that is to say, as regards such of the lands as are situate near to or adjoining any railway or station of the Company, or as the Company may be of opinion that they may require for the purposes of stations, sidings, or other conveniences, for the period of ten years from the passing of this Act, and as regards the other of the said lands for the period of two years from the passing of this Act, but the Company shall at the expiration of such respective periods of ten years and two years sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking.

Extension of period for supply of water and gas from Crewe Station.

37. The period during which the Company may exercise the powers conferred on them by section 75 of the Company's Additional Powers, England, Act, 1865, with respect to the supply of water and gas from their station at Crewe, is hereby extended for and during the period of ten years from the passing of this Act.

Further contribution to Leeds Joint Station.

38. In addition to the sums which by the Leeds Joint Station Act the Company are empowered to raise and apply to the purposes of that Act, the Company, with the authority of three fourths of the votes of their shareholders present, in person or by proxy, at a general meeting of the Company specially convened for the purpose, may from time to time apply to those purposes or any of them any further sum or sums of money not exceeding in the whole fifty thousand pounds.

Power to subscribe to undertakings of other companies.

39. The Company may, with the authority of three fourths of the votes of their shareholders present, in person or by proxy, at a general meeting of the Company specially convened for the purpose, from time to time subscribe any sums which they think fit towards the undertakings of the Oldham Company and the Wolverhampton Company respectively, not exceeding (exclusive of the sums which the Company have already subscribed or are authorised to subscribe

to those companies respectively) the sums following; (that is to say,) A.D. 1870.

	£	s.	d.
As regards the Oldham Company - -	50,000	0	0
As regards the Wolverhampton Company -	50,000	0	0

And the Company may with the like authority contribute and apply in payment of any of their said subscriptions any moneys which they are already authorised to raise, and which may not be required by them for the purposes of their undertaking; and the Company shall, in respect of the sums to be subscribed and the corresponding shares to be held by them in the undertakings towards which such sums are subscribed, have all the powers, rights, and privileges (except in regard to voting at general meetings, which shall be as herein-after provided,) and be subject to all the obligations and liabilities of proprietors of shares in those undertakings: Provided always, that the Company shall not sell, dispose of, or transfer any of the shares or stock in the respective undertakings for which they may subscribe.

Company while shareholders may vote at meetings of other companies.

40. The Company, while shareholders in the undertakings of the Oldham and the Wolverhampton Companies respectively, may by writing under their common seal or under the hand of the chairman for the time being of the directors of the Company, from time to time appoint some person to attend any meeting of those companies respectively, and such person shall have all the privileges and powers attaching to other shareholders at such meetings, and may vote thereat in respect of the capital held by the Company in such undertakings respectively; and every such appointment by the Company of any person to vote on their behalf shall be delivered to the company to whom such appointment relates, and kept with their records, and shall be at all reasonable times open to the inspection and transcription of all parties interested, and every such instrument shall as between the Company and such other company as aforesaid be sufficient evidence of the facts therein stated.

Provision for enabling holders of Central Wales and Central Wales Extension shares to be put in immediate receipt of dividend.

41. The Company may, with the consent or on the application of any holder of an ordinary share in the Central Wales Company or the Central Wales Extension Company, instead of issuing the stock authorised by the Central Wales Railways Transfer Act, create and issue to such holder stock of the Company to be called "London and North-western (Central Wales) Railway Stock," or, as the case may be, "London and North-western (Central Wales Extension) Railway Stock," to the extent of eighty per centum of the nominal amount of the share or shares held by him, in exchange for

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or substitution of such share or shares, and every holder of the stock so issued shall be entitled to a dividend upon the nominal amount thereof at the like rate per centum per annum as the share or shares in respect of which it is so issued is or are entitled to under the Central Wales Railways Transfer Act, but free and clear and for ever discharged of and from any deduction therefrom by the Company under the provisions of section 15 of that Act: Provided always, that, except as by this present enactment specially provided, the stock issued in pursuance thereof, and the holders of that stock, shall have and be entitled and be subject to all the rights, privileges, liabilities, and provisions to which the ordinary share or shares in exchange for which such stock is issued, and the holders of such ordinary share or shares, are by the Central Wales Railways Transfer Act entitled and made subject: Provided also, that the Company shall from time to time to the extent of twenty pounds in respect of every eighty pounds of stock so issued either create and issue stock of the like denomination and apply the same or the proceeds thereof, or in lieu of the creation of such stock or any part thereof shall apply their corporate funds, in the discharge of or in repayment to themselves of moneys applied towards the discharge of the debts and liabilities of that company in respect of the shares in which the stock has been so substituted.

Confirming agreements made in reference thereto.

42. Any agreement made before the passing of this Act between the Company and any holder of an ordinary share in the Central Wales Company, or the Central Wales Extension Company, for such substitution of stock of the Company as is in the last preceding enactment authorised, shall be deemed to have been made in pursuance of and shall be subject in all respects to the provisions of that enactment; and any dividend paid upon or in respect of such stock shall be deemed to have been paid under the authority of that enactment.

Provision for substitution of stock of the Company for shares or stock of the Carnarvonshire Company.

43. Within twelve months after the passing of this Act the Company may create and issue to every holder of a share or shares or stock in the Carnarvonshire Company a share or shares or stock in the ordinary capital of the Company, in lieu of or in exchange for such share or shares or stock in the Carnarvonshire Company, to such an amount as may be agreed upon between the Company and the Carnarvonshire Company: Provided that any such agreement shall be approved of by the votes of not less than three fourths of the shareholders in each company present, in person or by proxy, at some general meeting of the respective company specially convened for the purpose.

Certificates of substituted stock to be issued.

44. A certificate of the stock in the capital of the Company issued in substitution for any share or stock in the Carnarvonshire Company shall be issued to the respective holders of such existing share or stock free of any charge in respect thereof; but the Company shall not be required to issue any such certificate unless and until the certificate of the share or stock in the Carnarvonshire Company has been delivered up to be cancelled, or satisfactory evidence of its loss or destruction has been given to the Company.

Substituted stock of the Company to be upon the same trusts, &c.

45. The stock in the capital of the Company so issued shall remain and be vested in the person or persons to whom it is issued, upon the same trusts and subject to the same powers, provisions, declarations, agreements, charges, liens, and incumbrances as at the time of the issue thereof affect the share or stock in the Carnarvonshire Company in substitution for which the stock in the capital of the Company is issued, and so as to give effect to, and not revoke, any testamentary disposition of or affecting such share or stock.

Vesting in Company undertaking of Carnarvonshire Company.

46. Upon an agreement having been made with the Carnarvonshire Company, and approved of in manner herein-before provided, the undertaking of the Carnarvonshire Company and the several railways and branches, stations, sidings, approaches, buildings, fixed plant, and all other works, whether complete or incomplete, and all the lands and other the property, estate, moneys, and assets of that Company, shall be and are hereby absolutely vested in the Company as part of their undertaking, and the Carnarvonshire Company shall thereupon be dissolved, except for the purpose of winding up its affairs.

Company may exercise powers of Carnarvonshire Company.

47. Immediately upon the dissolution of the Carnarvonshire Company under the last preceding enactment the Company may and shall exercise and fulfil, in their own name and under their own seal, and in the names and under the hands of their directors, officers, or servants, all the rights, powers, liabilities, and obligations of the Carnarvonshire Company, whether with reference to the acquisition of lands, the construction of works, the borrowing of money, the taking, demanding, and recovering of tolls, rates, and charges, or otherwise, in like manner as those rights, powers, liabilities, and obligations are authorised and required to be exercised and fulfilled by the Carnarvonshire Company.

As to running powers on the Cambrian Railways and Carnarvonshire Railway.

48. Notwithstanding anything in this Act or in the Carnarvonshire Railway (Deviations) Act, 1867, after the Carnarvonshire Railway is vested in the Company it shall not be lawful for the Company or any other company, body, or persons working the railways of the

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Carnarvonshire Railway Company to run over, work, or use, viâ Afon Wen Junction, any portion of the Cambrian railways, or of the stations, sidings, or conveniences connected therewith, without the consent in writing of the Cambrian Railways Company, nor for the Cambrian Railways Company, or any other company, body, or persons working their railways, to run over, work, or use, viâ Afon Wen Junction, any portion of the Carnarvonshire Railway, or any stations, sidings, or conveniences connected therewith, without the consent in writing of the Company.

Company may issue mortgages, &c. in lieu of mortgages of Carnarvonshire Company.

49. The Company from time to time may create and issue mortgages, debentures, or debenture stock in their own undertaking in exchange for or instead of the renewal of or in lieu of issuing mortgages, bonds, or debenture stock of the Carnarvonshire Company.

Power to make Nantlle Junction Railway.

50. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections relating thereto, the railway hereinafter described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, use, and appropriate such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for that purpose. The railway herein-before referred to and authorised by this Act is—

The Nantlle Junction Railway (four furlongs and one chain or thereabouts in length), in the parish of Llanllyfni in the county of Carnarvon, connecting the Nantlle Railway of the Carnarvonshire Company with the Carnarvonshire Railway near the Pen-y-groes Station of that railway;

and the Nantlle Junction Railway shall be deemed to be a part of the Company's undertaking: Provided always, that the tolls, rates, and charges demandable in respect thereof shall not be greater than the tolls, rates, and charges demandable in respect of the Nantlle Railway: Provided also, that when and so soon as the Nantlle Junction Railway is completed and opened, that railway and the railways of the Company shall, for the purposes of tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the Nantlle Junction Railway and partly on the railways 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 every mile or fraction of a mile beyond four miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond four miles, tolls and charges

Tolls on traffic conveyed partly on Nantlle Junction Railway and partly on railways of the Company.

as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the Nantlle Junction Railway and partly on the railways of the Company.

Period for completion of railway.

51. The Nantlle Junction Railway shall be completed within three years from the passing of this Act.

Imposing penalty unless railway be opened.

52. If the Company fail within the period limited by this Act to complete the Nantlle Junction Railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the sum of five thousand two hundred and ten pounds, being the estimated cost of that railway, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeen and eighteen Victoria, chapter thirty-one, to an account to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but 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 the railway by unforeseen accident or circumstances beyond their control, provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in compensation to parties injured by non-completion of railway.

53. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of that railway, and for which injury or loss no compensation or inadequate compensation shall

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have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation; then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company.

On expiration of time limited for completion of railway powers to cease.

54. If the Nantlle Junction Railway shall not be completed within the period limited by this Act, then on the expiration of such period the powers by this Act granted to the Company for making and completing the said railway or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

Power to make new road in connexion with the Carnarvonshire Railway.

55. Subject to the provisions of this Act, the Company may make, in the line and according to the levels shown on the deposited plans and sections relating thereto, the new road herein-after described, with all proper works and conveniences connected therewith, and may exercise the powers herein-after mentioned, and may enter upon, take, and use the lands required for those purposes delineated on the deposited plans and described in the deposited books of reference; (that is to say,)

They may make a new road in the said parish of Llanllyfni, commencing from and out of the turnpike road leading from Pen-y-groes to Nantlle, at a point thereon six chains or thereabouts east of the Pantdu toll-gate, and terminating by a junction with the same road, at another point thereon thirteen chains or thereabouts east of the said toll-gate; and they may, when and so soon as the said new road is completed and opened to the public, stop up and discontinue as a public carriage road or highway and appropriate to the purposes of the Carnarvonshire Railway so much of the said turnpike road as lies between the commencement and the termination of the said new road; and all rights of way in or over the portion of road so stopped up and appropriated are hereby extinguished.

Power to deviate.

56. In constructing the said new road the Company may deviate to the extent of the limits of deviation shown on the deposited plans, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet.

Provision for repair of new road.

57. The said new road when made and completed shall be deemed to be a part of the said turnpike road leading from Pen-y-groes to

Nantlle, and shall from time to time be repaired and maintained by and at the expense of the same parties and in the same manner as that turnpike road is from time to time liable to be repaired or maintained: Provided always, that if any question shall arise between the Company and the trustees of that turnpike road as to the due completion of such new road, every such question shall from time to time be determined by two justices on the application of either of the parties in difference, and after not less than seven days notice to both parties of the sitting of such justices for the purpose, and the certificate of such justices of the due completion of such new road shall be conclusive evidence of the fact so certified.

Company may acquire additional lands in connexion with the Carnarvonshire Railway.

58. Subject to the provisions of this Act, the Company, in addition to the other lands which they are by this Act authorised to acquire, may from time to time enter upon, take, use, and appropriate to the purposes of or connected with the Carnarvonshire Railway all or any of the lands following, delineated on the deposited plans and described in the deposited books of reference relating thereto; (that is to say,)

Certain lands, houses, and buildings in the parishes of Llanllyfni and Llandwrog in the county of Carnarvon, lying on the south and north sides of and adjoining the Nantlle Railway.

Period for compulsory purchase of lands.

59. 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.

Notice to be given of taking houses of labouring classes.

60. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Alteration of gauge on portion of Nantlle Railway.

61. The Company may alter the gauge of so much of the said Nantlle Railway as is not by this Act authorised to be abandoned, in such manner and to such an extent as may be required, so as to convert the same into a railway of the like gauge as and in continuation of the Nantlle Junction Railway by this Act authorised.

Legalising level crossings of roads by Carnar-

62. Subject to the provisions in the Railways Clauses Consolidation Act, 1845, and in Part I. of the Railways Clauses Act, 1863, contained in reference to the crossing of roads on the level, the con-

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Carnarvonshire Railway.

struction and maintenance of the Carnarvonshire Railway with one line of rails on the level across the roads numbered respectively on the deposited plans referred to in the Carnarvonshire Railway Act, 1862, 70 in the parish of Clynnog, 128 in the parish of Llanystumdwy, and 122 A. in the parish of Llanarmon, are hereby ratified and confirmed, and if and when the Carnarvonshire Railway shall consist of a double line of rails, that railway may be constructed and maintained on the level across those roads with a double line of rails only.

After completion and opening of Nantlle Junction Railway Company not required to keep open portion of existing Nantlle Railway.

63. After the completion and opening for public traffic of the Nantlle Junction Railway by this Act authorised, it shall not be incumbent on the Company to maintain and keep open for public traffic that portion of the existing Nantlle Railway which lies between the commencement of the Nantlle Junction Railway and the present place of transhipment of slates and other things between the Nantlle Railway and the Carnarvonshire Railway: Provided always, that the Company may if they think fit, and if the undertaking of the Carnarvonshire Company has then been vested in them, retain the before-mentioned portion of the existing Nantlle Railway as and for sidings or otherwise for the general purposes of or connected with the Carnarvonshire Railway; but in the event of the Company not requiring so to retain the whole or any part of the before-mentioned portion of the existing Nantlle Railway, they shall sell the portion not so retained, and the provisions of the Lands Clauses Consolidation Act, 1845, with respect to lands acquired by the promoters of the undertaking under the provisions of that or the special Act, or any Act incorporated therewith, but which shall not be required for the purposes thereof, shall apply to the whole or such parts of the before-mentioned portions of the existing Nantlle Railway as shall not be so retained by the Company, and the prescribed period in those provisions referred to shall mean ten years from the time of the completion and opening for public traffic of the Nantlle Junction Railway.

Repeal of provision of Nantlle Railway Act as to completion of portion of Nantlle Railway.

64. Section 25 of the Nantlle Railway Act, 1865, ("penalty for non-completion of railways within period limited for completion thereof,") so far as that section relates to the two railways in the parish of Llanllyfni authorised by that Act, and therein distinguished as railway No. 4 and railway No. 5, and to that portion of the railway by that Act authorised, and therein distinguished as railway No. 1, which is not completed, is hereby repealed, and the Company are hereby released from all liability in respect or on account of the non-completion of those railways and that portion of railway respectively.

Provision for substitution of stock of the Company for shares or stock of the Llanberis Company.

65. Within twelve months after the passing of this Act the Company may create and issue to every holder of a share or shares or stock in the Llanberis Company stock in the ordinary capital of the Company in lieu of or in exchange for such share or shares or stock in the Llanberis Company, to such an amount as may be agreed upon between the Company and the Llanberis Company: Provided that any such agreement shall be approved of by the votes of not less than three fourths of the shareholders in each Company present, in person or by proxy, at some general meeting of the respective Company specially convened for the purpose.

Certificates of substituted stock to be issued.

66. A certificate of the stock in the capital of the Company issued in substitution for any share or stock in the Llanberis Company shall be issued to the respective holders of such existing shares or stock free of any charge in respect thereof, but the Company shall not be required to issue any such certificate unless and until the certificate of the share or stock in the Llanberis Company has been delivered up to be cancelled, or satisfactory evidence of its loss or destruction has been given to the Company.

Substituted stock of the Company to be upon the same trusts, &c.

67. The stock in the capital of the Company so issued shall remain and be vested in the person or persons to whom it is issued, upon the same trusts and subject to the same powers, provisions, declarations, agreements, charges, liens, and incumbrances as at the time of the issue thereof affect the share or stock in the Llanberis Company in substitution for which the stock in the capital of the Company is issued, and so as to give effect to and not revoke any testamentary disposition of or affecting such share or stock.

Vesting in Company undertaking of Llanberis Company.

68. Upon an agreement having been made with the Llanberis Company, and approved of in manner herein-before provided, the undertaking of the Llanberis Company and the several railways and branches, stations, sidings, approaches, buildings, fixed plant, and all other works, whether complete or incomplete, and all the lands and other the property, estate, moneys, and assets of that Company, shall be and are hereby absolutely vested in the Company as part of their undertaking, and the Llanberis Company shall thereupon be dissolved, except for the purpose of winding up its affairs.

Company may exercise powers of Llanberis Company.

69. Immediately upon the dissolution of the Llanberis Company under the last preceding enactment the Company may and shall exercise and fulfil in their own name and under their own seal, and in the names and under the hands of their directors, officers, or servants, all the rights, powers, liabilities, and obligations of the Llanberis Company, whether with reference to the acquisition of

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lands, the construction of works, the borrowing of money, the taking, demanding, and recovering of tolls, rates, and charges, or otherwise, in like manner as those rights, powers, liabilities, and obligations are authorised and required to be exercised and fulfilled by that Company.

Company may issue mortgages, &c. in lieu of mortgages of Llanberis Company.

70. The Company from time to time may create and issue mortgages, debentures, or debenture stock in their own undertaking in exchange for, or instead of the renewal of, or in lieu of issuing mortgages or bonds of the Llanberis Company.

Builth Junction vested in Company.

71. The Builth Junction authorised by the Mid-Wales Railway, Deviations, &c., Act, 1862, is by this Act vested in the Company; and with respect to tolls, rates, and charges, and for all other purposes whatever, the Builth Junction is a part of the Central Wales Extension Railway of the Company.

Shrewsbury and Hereford Railway vested in Company and Great Western Company jointly.

72. On and after the passing of this Act all the undertaking, railways, sidings, stations, buildings, lands, works, conveniences, plant, rolling stock, property, and effects of the Shrewsbury Company, with all their incidents and appurtenances, and all the rights, powers, and privileges of the Shrewsbury Company with respect to those matters respectively (except only moneys in their hands or at their bankers belonging to the Shrewsbury Company), and any works executed by and any powers conferred upon the Company and the Great Western Company, or either of them, with respect to the Shrewsbury and Hereford Railway (which premises are in this Act referred to as "the Shrewsbury Railway"), are by this Act, as from the first day of August one thousand eight hundred and seventy inclusive (in this Act called "the vesting period"), vested in the Company and the Great Western Company jointly (which two companies are in this and the following sections relating to the vesting of the Shrewsbury Railway referred to as "the two companies"), but for the separate and independent use thereof by each of the two companies.

Powers and duties of Shrewsbury Company transferred to the two companies.

73. On and after the passing of this Act, and as from the vesting period, all the rights, powers, privileges, authorities, duties, liabilities, obligations, and indemnities of the Shrewsbury Company, and their directors, officers, and servants, with respect to the maintenance, management, regulation, working, user, receipt, and enjoyment of the Shrewsbury Railway or any other railway or portion of railway, and the traffic thereon, and the tolls, fares, rates, and charges payable to the Shrewsbury Company, shall apply to and may be had, exercised, performed, observed, and enjoyed by the two companies and their respective directors, officers, and servants in like manner

and to the like extent as the same might be had, exercised, performed, observed, received, and enjoyed by the Shrewsbury Company and their directors, officers, and servants if this Act were not passed; and all the clauses, provisions, restrictions, and penalties of the several Acts relating to the Shrewsbury Company and their directors, officers, and servants with respect to all those matters shall extend and apply accordingly to the two companies and their respective directors, officers, and servants; and the two companies or their directors may for the purposes of this Act from time to time make use of the common seal of the Shrewsbury Company.

General saving of rights in respect of Shrewsbury Railway.

74. Notwithstanding the vesting of the Shrewsbury Railway in the two companies, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed respectively, under or by virtue of the several Acts relating to the Shrewsbury Company, or any of them, shall be as valid as if this Act were not passed, and the vesting and this Act respectively shall accordingly be subject and without prejudice to everything so done, suffered, and confirmed respectively, and to all rights, liabilities, claims, and demands, both present and future, which if the vesting had not happened would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively, and with respect to all such things so done, suffered, and confirmed respectively, and all such rights, liabilities, claims, and demands, the two companies in respect of the Shrewsbury Railway shall to all intents represent the Shrewsbury Company: Provided always, that the generality of this provision shall not be restricted by any other of the sections and provisions of this Act.

Provisions of other Acts to apply to the two companies as representing Shrewsbury Company.

75. After the passing of this Act, and as from the vesting period, all the provisions of any and every Act of Parliament relating to the Shrewsbury Company, and their directors, officers, and servants respectively, or conferring any powers, rights, or privileges on that Company, its directors, officers, or servants, and from time to time in force, shall apply to and may be exercised, enforced, and enjoyed by and against the two companies respectively, and their respective directors, officers, and servants respectively.

Actions by and against Shrewsbury Company not to abate, &c.

76. Notwithstanding the vesting of the Shrewsbury Railway in the two companies, any action, suit, prosecution, or other proceeding commenced before the vesting period, either by or against the Shrewsbury Company, shall not abate or be discontinued or prejudicially affected by this Act, but may be continued, prosecuted, and enforced by and against the two companies, who shall for the

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purposes of this enactment be considered as identical with the Shrewsbury Company.

The two companies to perform duties of Shrewsbury Company.

77. After the passing of this Act, and as from the vesting period, and except as is by this Act otherwise expressly provided, the two companies shall be subject to, and shall perform, conform to, and discharge all the other duties, obligations, and liabilities with respect to the Shrewsbury Railway, and all other works in which the Shrewsbury Company are interested, or in respect of which they have any rights, and to which but for this Act they would be subject, and shall indemnify the Shrewsbury Company, and their directors, officers, and servants, from the same, and all costs, damages, and expenses in that behalf.

The two companies to indemnify Shrewsbury Company against duties as to railway.

78. After the passing of this Act, and as from the vesting period, the two companies shall indemnify the Shrewsbury Company and their directors, officers, and servants from the performance and observance of all their respective duties, liabilities, and obligations with respect to the Shrewsbury Railway, and all claims and demands in respect of the same, and all costs, losses, damages, expenses, claims, and demands arising from any default in the performance or observance of any such duty, liability, or obligation.

The two companies to indemnify Shrewsbury Company against their debts and other liabilities on account of capital.

79. After the passing of this Act, and as from the vesting period, all the liabilities of the Shrewsbury Company with respect to their debenture stock, and the principal moneys secured by their mortgages and bonds, and their other debts and engagements on account of capital, not exceeding together in the whole as between the Shrewsbury Company and the two companies the sum of two hundred and twenty-five thousand pounds of debenture stock, mortgages, and bonds, and the dividends and interest on the same respectively, are by this Act transferred to the two companies, and shall thence become and be a charge upon the undertakings of the two companies respectively, and the two companies and each of them shall indemnify the Shrewsbury Company from the same, and all costs, losses, damages, expenses, claims, and demands with respect to the same.

The two companies to pay to Shrewsbury Company dividends on capital.

80. After the passing of this Act, and except as herein-after provided, as from the vesting period, the two companies shall allow or pay to the Shrewsbury Company in respect of their capital dividends at the following rates; (that is to say,)

Six pounds per centum per annum on three hundred and eighty-five thousand six hundred and fifty pounds consolidated stock, and on two hundred and thirty-nine thousand three hundred and fifty pounds new shares:

Four pounds ten shillings per centum per annum on fifty thousand pounds preference shares.

Payment of dividends to Shrewsbury Company.

81. The sums to be from time to time paid by the two companies in accordance with this Act to the Shrewsbury Company as dividends after the passing of this Act shall fall due on the thirty-first day of January and the thirty-first day of July in every year, and shall be paid by equal half-yearly payments thirty days after those days respectively, and the first payment thereof shall fall due on the thirty-first day of January one thousand eight hundred seventy-one, and all such payments shall be made without any deduction or abatement whatsoever, except only the income tax and as otherwise expressly provided by this Act.

The two companies to keep registers of holders of stock and shares in Shrewsbury Company and pay dividends to them.

82. The two companies from time to time shall at their own expense keep the registers of holders of stock and shares of the capital of the Shrewsbury Company and of all transfers of the stock and shares, and shall pay and distribute half-yearly to and among the holders of the capital of the Shrewsbury Company rateably according to the amount of their respective interest therein the dividends by this Act required to be paid by the two companies half-yearly in respect of that capital.

Dividends to be a first charge upon Shrewsbury Railway.

83. The said dividends upon the capital of the Shrewsbury Company shall, after the mortgages and debenture stock for the time being of that Company, be a first charge upon the Shrewsbury Railway.

New lien to be made effectual.

84. The persons being the holders of any part of the capital of the Shrewsbury Company may, in the event of any dividends payable in any half year ending as aforesaid on such capital, or any part of such dividends, not having been paid by the two companies within thirty days after the same shall have become due, apply for the appointment in manner herein-after mentioned of a receiver, but no such application for a receiver shall be made unless the persons applying shall together hold not less than ten thousand pounds of such capital: Provided always, that the provisions of this Act with respect to the appointment of a receiver shall not prejudice or affect the rights of the holders of any part of the capital of the Shrewsbury Company to sue for any dividends payable to them, and remaining unpaid as aforesaid, in any of the superior courts of law or equity.

Mode of appointment of a receiver.

85. Every application for the appointment of a receiver shall be made to two justices, and on any such application such justices may, by order in writing, after hearing the parties, appoint some

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person as receiver, to the effect and with the powers herein-after mentioned, and a certified copy of the order making such appointment shall be a sufficient warrant for the receiver thereby appointed entering upon his office, and the operation of the appointment and powers of the receiver shall not be suspended pending any review of or appeal against any order following on such application.

Powers of receiver.

86. The receiver shall be entitled to receive the whole or a competent part of the tolls, rates, or other revenue arising from the Shrewsbury Railway until the dividend or portions of dividend in arrear, and any dividends which may subsequently become due during the continuance of his appointment, together with all costs, including the charges for receiving the said tolls, rates, or other revenue, be fully paid, and all such tolls, rates, or other revenue shall, after payment to the two companies of forty-five per centum on the gross amount of the said tolls and rates for working expenses, be applied in payment of the interest or principal, or principal and interest (if any), due upon any mortgages or bonds, and the interest (if any) due on any debenture stock of the Shrewsbury Company, and next in payment of dividends or arrears of dividends and costs before referred to, and after such principal, interest, and dividends and costs as aforesaid have been satisfied, the power of such receiver shall cease, and he shall account to the two companies for his intromissions with sums received by him, and pay over to them any balance that may be in his hands.

Receiver may require separate accounts of revenue to be kept.

87. In the event of a receiver having been appointed as aforesaid, he may require the directors of the two companies to keep, and, upon the said requisition being made, the directors of the two Companies shall keep, during the continuance of his appointment, at the expense and in the books of the two companies, separate detailed accounts of the gross revenue drawn from week to week from the Shrewsbury Railway, and the receiver shall have right of access to the said books, and to all states, invoices, and accounts of traffic for the purpose of checking the accuracy of the said detailed accounts of gross revenue, and the said revenue shall be reckoned on the same principle as the revenue derived from the Shrewsbury Railway was reckoned previous to the passing of this Act.

Provision for conversion of Shrewsbury Company's stock and share capital into rent-charge stocks.

88. The Shrewsbury Company may, with the consent of three fourths of the votes of the shareholders in that Company present, in person or by proxy, at a general meeting of that Company specially convened for the purpose, convert the consolidated stock and new shares of the Shrewsbury Company before mentioned into one common stock of the same nominal amount, to be called

"Shrewsbury and Hereford Railway six per cent. rentcharge stock," and may with the like consent convert the preference shares of the same Company before mentioned into a stock of the same nominal amount, to be called "Shrewsbury and Hereford Railway four and a half per cent. rentcharge stock," and may create such rentcharge stocks respectively to the respective amounts aforesaid, and the six per cent. stock and the four and a half per cent. stock so created shall respectively have all the incidents, and every holder of any part thereof respectively shall have and be entitled to all the remedies, rights, powers, and privileges which are by this Act attached to or conferred upon the holders of the consolidated stock, new shares, and preference shares of the Shrewsbury Company respectively, or which are otherwise subsisting and capable of taking effect.

As to exchange of certificates.

89. Forthwith after such conversion the Shrewsbury Company shall in exchange for the existing certificates of the stock and shares so converted issue to the respective proprietors thereof, free of any charge in respect of the same, other certificates representing the rentcharge stock into which the existing stock and shares may have been converted; but the Shrewsbury Company shall not be required to issue any such certificate unless and until the existing certificate of the corresponding converted stock or shares has been delivered up to be cancelled or satisfactory evidence of its loss or destruction has been given to the Company: Provided always, that from and after such conversion, and until such exchange, the existing certificates of stock and shares shall have and possess the same rights and advantages as if they were certificates issued in exchange under the provisions of this enactment, but after such exchange the Company shall cancel the same.

Rentcharge stocks to be upon the same trusts, &c.

90. The six per cent. rentcharge stock and the four and a half per cent. rentcharge stock respectively shall remain and be vested in the person or persons who are entitled thereto upon the same trusts and subject to the same powers, provisions, declarations, agreements, charges, liens, and incumbrances as at the time of the conversion affect the converted stock and shares in lieu of or in substitution for which the rentcharge stock is issued or created, and so as to give effect to and not revoke any testamentary disposition of or affecting such stock and shares.

The two companies may exercise the borrowing powers of the

91. In the exercise of the powers of the Shrewsbury Company by this Act transferred to them, the two companies from time to time may borrow and re-borrow so much of the sum of two hundred and twenty-five thousand pounds which the Shrewsbury Company

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have power to borrow as they have not yet borrowed, less such part thereof as from time to time is represented by debenture stock, and they may renew or re-borrow the amount of the Shrewsbury Company's present mortgage and bond debt.

Shrewsbury Company not to be liable in respect thereof.

92. Provided always, that the Shrewsbury Company shall not incur any liability by reason of the borrowing by the two companies under the authority of this Act of any money or with respect to the moneys so borrowed, or the interest thereon, or the mortgages or bonds for securing the same, or otherwise relating thereto, but the two companies shall fully indemnify the Shrewsbury Company and their shareholders from all liability, claims, and demands in respect thereof.

Application of moneys raised in exercise of powers of Shrewsbury Company.

93. All and every part of the moneys raised under this Act by the two companies in exercise of the powers of the Shrewsbury Company by borrowing shall be applied only to the purposes to which the sums authorised to be raised by mortgage by the Shrewsbury Company were applicable.

The two companies authorised to apply corporate funds to purposes of Shrewsbury Railway.

94. The two companies from time to time may apply in or towards the purposes of the Shrewsbury Railway any of the moneys which they respectively now have in their hands, or which they have power to raise by shares or stock or mortgage, by virtue of any Act relating to them respectively, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Priority of existing mortgages of Shrewsbury Company.

95. The mortgages or debentures of the Shrewsbury Company granted before the passing of this Act shall while in force have priority over all mortgages or debentures granted by the two companies under the authority of this Act in exercise of the powers of the Shrewsbury Company and after the passing thereof: Provided always, that this Act shall not affect any relative priority (if any) of the several mortgages or debentures granted by the Shrewsbury Company before the passing of this Act.

Liabilities of the two companies in respect of Shrewsbury Company.

96. As between the Shrewsbury Company on the one hand and the two companies on the other hand, the two companies shall be jointly and severally liable to the performance and observance in favour of the Shrewsbury Company, and their mortgagees, debenture and bond and other creditors, and stockholders and shareholders respectively, of the several duties, liabilities, and obligations of the two companies under this Act; but as between the Company and the Great Western Company they respectively shall be liable to the performance and observance of the same, and to all payments, costs,

losses, damages, and expenses in that behalf in such proportions as the two companies have agreed or from time to time may agree: Provided always, that except so far as the two companies from time to time otherwise agree, they shall be liable to the same in equal shares. A.D. 1870.

Either of the two companies paying more than their share of joint liabilities in respect of Shrewsbury Company may recover from the other.

97. Either of the two companies who shall at any time pay any larger amount than their proportion of any sum of money payable by the two companies jointly, or of any sum of money which the other company should have paid under or in consequence of any of the provisions of this Act with respect to the Shrewsbury Company or their railway, may recover the excess so paid by them beyond their proportion, or any such sum as aforesaid, with interest thereon at the rate of five pounds per centum per annum, from the other of the two companies in any court of competent jurisdiction.

Tolls on Shrewsbury Railway.

98. Subject to the provisions of the several Acts relating to the Shrewsbury Railway, the two companies may demand and take in respect of that railway for the use thereof, and for all passengers, animals, and things conveyed thereon, and for carriages, waggons, and trucks respectively conveying the same, and for locomotive engines and other power, and for all services performed by them respectively thereon, and for all other matters with respect to traffic thereon, a like amount of tolls, fares, rates, and other charges as by those Acts or any of them the Shrewsbury Company are authorised to demand and take for like traffic, services, and matters on or with respect to the Shrewsbury Railway, and in like manner and with and subject to the like powers and provisions in all respects as if that railway continued to be vested in and managed by that company: Provided always, that the maximum charges to be made by the two companies respectively with respect to the tolls, fares, rates, and charges for the use of the Shrewsbury Railway or any part thereof, and for carriages, waggons, and trucks, and locomotive engines or other power, and every expense incidental to the conveyance of traffic thereon, shall not exceed the sums in that behalf limited by the Acts relating to the Shrewsbury Company: Provided also, that those maximum charges do not extend to any passengers, animals, or things conveyed by any special train under any special contract: Provided also, that with respect to traffic passing partly over the Shrewsbury Railway on the one hand and partly over the railways of the Company or the railways of the Great Western Company on the other hand, the Shrewsbury Railway and the railways of the Company, or, as the case may be, the Shrewsbury Railway and the railways of the Great Western Company, shall for the

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purposes of tolls and charges be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the one railway and partly on either of the other railways for a less distance than six miles, tolls and charges may only be charged as for six miles; and in respect of passengers, for every mile or fraction of a mile beyond six miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond six miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the one railway and partly on either of the other railways.

Expenses of the two companies on the Shrewsbury Railway.

99. As between the two companies all expenses and liabilities from time to time or at any time incurred for or by reason or in respect of or in connexion with any act or default of either company in relation to the Shrewsbury Railway or any part thereof, or the use thereof, or of any part thereof, or the receipt, delivery, conveyance, or transmission of or any contract to convey, transmit, receive, or deliver any passengers, animals, goods, wares, merchandise, articles, matters, or things over or to or from the same railway or any part thereof, shall be borne exclusively by that company whose act or default may have caused any such expense or liability, even though the same may be recoverable from both the companies by the party complaining of such act or default.

The two companies may create and issue debenture stock.

100. The two companies may from time to time create and issue debenture stock in exchange for or in lieu of the renewal of and not exceeding the aggregate nominal amount of the debenture, mortgage, and bond debt of the Shrewsbury Company, and the provisions of Part III. of "The Companies Clauses Act, 1863," are incorporated herewith and made applicable to the creation and issue of such debenture stock.

Joint committee for managing Shrewsbury Railway.

101. When and so soon as the undertaking of the Shrewsbury Company has become vested in the Company and the Great Western Company jointly under the provisions of this Act, those companies may appoint a joint committee for the management of the Shrewsbury Railway.

Companies owning Leeds Central Passenger Station may make further agreements with respect thereto.

102. The Company, the Lancashire and Yorkshire, the Great Northern, and the North-eastern Companies may, if they think fit, jointly, but not severally or to the exclusion of any of the said companies, make and enter into and carry into effect contracts and agreements for and with respect to the transfer and surrender by the Company to the three other companies above named, or by the

Company and the North-eastern Company to the other two companies, of the whole or any part of the right, title, estate, and interest of the Company, or of the Company and the North-eastern Company, as the case may be, in the Leeds Central Passenger Station, and with respect to the payments to be made to the Company, or to the Company and the North-eastern Company, as the case may be, for or in consideration of such transfer and surrender, and with respect to the proportions in which each or any of them the said three other companies so contracting and agreeing shall contribute towards the payments to be made as aforesaid, and with respect to other the terms and conditions of such transfer and surrender.

Provision for re-apportionment of that station.

103. The Lancashire and Yorkshire, the Great Northern, and the North-eastern Companies, if and when they or any of them become the sole owners of the Leeds Central Passenger Station, may make and enter into and carry into effect and from time to time alter as between themselves agreements with respect to the re-adjustment and re-apportionment and division between and amongst themselves of that station, and the future management, use, and occupation thereof, and with respect to the payments to be made by each or any or either of them to the other or others of them on account or in consideration of such re-adjustment, re-apportionment, and division, management, use, and occupation, or otherwise in relation thereto: Provided that no such agreements shall be made by any of the joint owners of the said station separately from and exclusively of any other joint owner for the time being.

Company may apply corporate funds to purposes of this Act.

104. The Company may from time to time apply to all or any of the purposes of this Act any moneys which they now have in their hands or which they have power to raise, and which are not by any Act relating to the Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

Great Western Company may apply corporate funds to purposes of this Act.

105. The Great Western Company may apply, for or towards the purposes of this Act which they are empowered to carry into effect, any moneys which they now have in their hands or which they have power to raise, and which are not by any Act relating to the Great Western Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

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

106. The Company shall not, out of any money by any Act relating to them authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of

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any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Railways not exempt from provisions of present and future general Acts.

107. Nothing herein contained shall be deemed or construed to exempt the railways of the Company from the provisions of any general Act relating to railways, or 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 or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by any Act relating to the Company.

Expenses of Act.

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

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