CHAPTER clxxxiii.

An Act for conferring further powers upon the London and North Western Railway Company in relation to their Chester and Holyhead Railway and for other purposes. [2nd August 1898.] A.D. 1898.

WHEREAS it is expedient that the London and North Western Railway Company (in this Act called "the Company") should be empowered to make the new and alter and stop up the existing roads and footpaths and to execute the other works and exercise the other powers in this Act respectively mentioned and to acquire for the purposes of the works by this Act authorised and for the general purposes of their Chester and Holyhead Railway the lands in this Act also mentioned:

And whereas plans and sections showing the respective lines and levels of the works by this Act authorised to be constructed and plans of the lands by this Act authorised to be acquired and appropriated and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the peace for the counties of Chester Flint and Denbigh which plans sections and books of reference are in this Act respectively referred to as the deposited plans sections and books of reference:

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

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and

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Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

Short title.

1. This Act may be cited for all purposes as the London and North Western Railway (Wales) Act 1898.

Incorporation of general Acts.

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

The Lands Clauses Acts :

The provisions of the Railways Clauses Consolidation Act 1845 and of Part I (relating to the construction of a railway) of the Railways Clauses Act 1863 so far as those provisions are applicable to the works by this Act authorised :

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

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money ;

The conversion of the borrowed money into capital ;

The consolidation of shares into stock ;

The general meetings of the Company ;

The making of dividends ; and

The giving of notices :

Part I (relating to cancellation and surrender of shares) Part II (relating to additional capital) and Part III (relating to debenture stock) of the Companies Clauses Act 1863.

Interpretation.

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

The expression "the said railway" means the Chester and Holyhead Railway of the Company.

Power to Company to make roads footpaths and other works and acquire additional lands.

4. Subject to the provisions of this Act the Company may in the lines and according to the levels shown on the deposited plans and sections relating thereto make the new road road diversions footpaths and other works herein-after described with all proper works and conveniences connected therewith respectively and may exercise the other powers herein-after mentioned and may enter

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upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes and may also enter upon take use and appropriate for the purpose of extending the stations sidings warehouses coal wharves depôts and other accommodation of the Company for mineral goods and cattle traffic and for other purposes connected with the said railway the lands herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

In the parish of Chester in the city and county borough of Chester in the county of Chester and in the parish of Saltney in the county of Flint—

They may enter upon take use and hold certain lands lying on both sides of and adjoining the said railway and extending from Saltney Junction to the bridge carrying the said railway over the Great Western Railway and the public road at Saltney and may extend the said bridge for a distance of twelve yards or thereabouts on both sides thereof: (Saltney lands and arching.)

In the parish of Saltney in the county of Flint—

They may extend for a distance of twelve yards or thereabouts on the south side thereof the bridge carrying the said railway over the public road from Bridge Street Saltney to the River Dee;

They may enter upon take use and hold certain lands lying on the south side of and adjoining the said railway and between the last-mentioned bridge and Mold Junction signal box;

Also certain other lands lying on the north-east side of and adjoining the said railway and extending for a distance of six hundred yards or thereabouts in a north-westerly direction from the Dundas Siding signal box; (Dundas Siding lands.)

They may stop up and divert so much as lies between the boundaries of the Company's property of the public footpath which crosses the said railway on the level at or near the said signal box and may carry the footpath over the railway by means of a bridge: (Dundas footpath.)

In the parish of Holywell Rural in the county of Flint—

They may enter upon take use and hold certain lands lying on the north-east side of and adjoining the said railway and on both sides of Bagillt Station; (Bagillt.)

Also certain other lands lying on the north-east side of and adjoining the said railway and two hundred and twenty

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yards or thereabouts south-east of Messrs. Walkers Parker and Company's Lead Works at Dee Bank;

Also certain other lands lying on the north-east side of and adjoining the said railway at and near the bridge carrying the said railway over the public road at the south-east side of the said lead works;

They may extend for a distance of ten yards or thereabouts on the north-east side the bridge carrying the said railway over the public road at the south-east side of the said lead works;

(Holywell.)

They may stop up and discontinue so much of the public road which crosses the said railway on the level at Holywell Station as lies between points respectively thirty-five yards or thereabouts north-east and sixty yards or thereabouts south-west of the level crossing and in lieu thereof may make a new road commencing at a point in the said road two hundred and twenty yards or thereabouts north-east of the said level crossing and terminating by a junction with the Chester and Holyhead road at a point forty-five yards or thereabouts south-east of its junction with the first-mentioned road:

In the parish of Whitford in the county of Flint—

(Mostyn.)

They may enter upon take use and hold certain lands lying on the north-east side of and adjoining the said railway between Eyton's Siding signal box and the Mostyn Magnetite Works at Mostyn;

They may stop up and divert and alter the levels of so much of the road which crosses by a bridge over the said railway near the Lletty Hotel Mostyn as extends for a distance of one hundred and fifteen yards or thereabouts north-west of the said bridge and may make an archway or opening under the diverted road north-east of and adjoining the said bridge;

They may enter upon take use and hold certain lands and roadway lying on the north-east side of and adjoining the said railway and between Bank House Mostyn adjoining the Mostyn Magnetite Works and the level crossing on that railway east of and near to Mostyn Station;

Also certain other lands lying on the south-west side of and adjoining the said railway opposite the blast furnaces of the Darwen and Mostyn Iron Company and four hundred and eighty yards or thereabouts south-east of the said level crossing at Mostyn Station;

They may enter upon take use and hold certain other lands lying on the north-east side of and adjoining the said railway at and near Mostyn Station :

In the parish of Llanasa in the county of Flint—

(Ffynnon-Groew to Sluice Bridge lands.)

They may enter upon take use and hold certain lands lying on the south-west side of and adjoining the said railway and between Davies Terrace Ffynnon-Groew and Sluice Bridge near the Point of Air Colliery :

In the parish and urban district of Prestatyn and in the parishes of Meliden Dyserth and Rhuddlan and in the parish and urban district of Rhyl all in the county of Flint—

(Prestatyn to Rhyl.)

They may enter upon take use and hold certain lands lying on the north side of and adjoining the said railway between a point two hundred and forty yards or thereabouts east of the footbridge at Prestatyn Station and a point three hundred and thirty yards or thereabouts east of Grange Road Rhyl :

In the said parish and urban district of Prestatyn—

They may stop up and extinguish all rights of way (except for foot passengers) over so much of the public road which formerly crossed the said railway on the level at the Prestatyn Station as extends for a distance of forty-five yards or thereabouts north of the north-west boundary of the Company's property :

In the said parishes of Meliden and Dyserth—

They may alter and divert so much of the public road which crosses the said railway on the level at the Meliden level crossing as lies between points one hundred and forty-five yards or thereabouts south and one hundred and ninety yards or thereabouts north of the said level crossing and may stop up so much of the said road as extends for a distance of fifty-five yards or thereabouts north of the southern boundary of the Company's property and may carry the road over the said railway by means of a bridge :

In the parish of Rhuddlan in the county of Flint—

They may alter and divert so much of the public road which crosses the said railway on the level at the Tynewydd level crossing as lies between points two hundred yards or thereabouts south and one hundred and eighty yards or thereabouts north of the said level crossing and may stop up so much of the said road as extends for a distance of fifty-five yards or thereabouts north of the southern

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boundary of the Company's property and may carry the road over the said railway by means of a bridge:

In the parish and urban district of Rhyl in the county of Flint—

(Rhyl.)

They may enter upon take use and hold certain lands lying on the south side of and adjoining the said railway and between the footbridge over that railway five hundred and fifty yards or thereabouts east of Grange Road Rhyl and Grange Road;

They may stop up and divert the existing footpath which passes along the southern boundary of the said railway between the said footbridge and Grange Road and may carry the same along the southern side of the said last-mentioned lands;

They may enter upon take use and hold certain other lands lying on the south-east side of and adjoining the said railway and extending for a distance of three hundred and twenty yards or thereabouts south-west of Grange Road aforesaid;

They may divert so much of Vale Road Rhyl as lies between the bridge carrying that road over the said railway and the British Schools and may make new or additional archways or openings under Vale Road on the south-east side of and adjoining the existing archways by which the said railway passes under the said road and for that purpose may alter the levels of the said road and of Marsh Road Rhyl;

They may enter upon take use and hold certain lands lying on the south-east side of and adjoining the said railway at Rhyl Station on both sides of Vale Road and between the Company's railway and property and Marsh Road;

Also certain other lands lying on the north-west side of and adjoining the said railway and on the north-east side of and adjoining Ffynnon-Groew Street;

Also certain other lands lying on the south-east side of and adjoining the said railway and extending for a distance of two hundred yards or thereabouts south-west of Warren Street;

Also certain other lands lying on the south side of and adjoining the said railway and east of and near to the bridge carrying the said railway over the River Clwyd:

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In the parish and urban district of Rhyl in the county of Flint and in the parish of Abergele Rural in the county of Denbigh—

They may make a bridge over the River Clwyd on the south side of and near to the existing bridge carrying the said railway over that river:

In the parish of Abergele Rural in the county of Denbigh—

They may enter upon take use and hold certain lands lying on the south side of and adjoining the said railway and between the River Clwyd and the Foryd Junction:

In the parish of Abergele Rural and in the parish of Abergele Urban in the urban district of Abergele and Pensarn all in the county of Denbigh—

(Rhyl to Abergele.)

They may enter upon take use and hold certain lands lying on the south side of and adjoining the said railway and extending from the Foryd Junction to Abergele and Pensarn Station;

Also certain other lands lying on the north side of and adjoining the said railway and west of and near to the said Abergele and Pensarn Station:

In the parish of Abergele Rural in the county of Denbigh—

They may alter and divert so much of the public road which crosses the said railway on the level at the Towyn level crossing as lies between points one hundred and thirty-five yards or thereabouts south and one hundred and twenty yards or thereabouts north of the said level crossing and may stop up so much of the said road as extends for a distance of forty yards or thereabouts south of the northern boundary of the Company's property and may carry the road over the said railway by means of a bridge;

They may stop up so much of the public road which formerly crossed the said railway on the level at the east end of Foryd Station as extends for a distance of forty yards or thereabouts south-west of the southern boundary of the Company's property;

They may make a new or additional archway or opening under the public road which crosses over the said railway at Foryd Station on the south side of and adjoining the existing archway by which the said railway passes under the said road.

Works below high-water mark not to be commenced

5. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous

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without consent of Board of Trade.

consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

For protection of corporation of Chester.

6. For the protection of the corporation of Chester (herein-after referred to as "the corporation") the following provisions shall have effect (namely) :—

(1) Any extension of the occupation bridge numbered 2 on the deposited plans in the city and county borough of Chester shall be by means of a girder or arched bridge of not less span than twenty feet and with a headway not less than the existing arch :

(2) Where any of the intended works to be done under or by virtue of this Act shall or may pass under over or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the corporation or shall or may affect the sewerage or drainage of the corporation the North Western Company shall provide by new altered or substituted works in such manner as the corporation shall reasonably require for the proper protection of and for giving access and preventing injury or impediment to the sewers and works in this sub-section referred to by reason of the said intended works or any part thereof and shall save harmless the corporation against all and every expense to be occasioned thereby.

For protection of Great Western Railway Company.

7. The following provisions for the protection of the Great Western Railway Company (herein-after referred to as "the Great Western Company") shall apply and have effect :—

(1) Nothing in this Act contained or shown on the deposited plans shall empower the Company to enter upon take or use any part of the lands numbered on the deposited plans in the city and county borough of Chester as follows No. 4 (except so much thereof as has been already purchased or agreed to

be purchased by the Company from Lord Howe) and Nos. 5 6 7 9 10 11 12 and 13:

(2) The Company shall construct the extension of the bridge at Saltney by this Act authorised carrying the Chester and Holyhead Railway of the Company over the Great Western Railway so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railway of the Great Western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the Great Western Company full compensation in respect thereof:

(3) If by reason of the construction of the said extension of bridge hereby authorised it shall become necessary to add to or alter the signal or signals upon the Great Western Railway the same shall be added to or altered by the Great Western Company and the reasonable expense thereof shall be repaid to that company by the Company:

(4) The Company shall construct the said extension of bridge and all the works both temporary and permanent necessary and incident to the construction thereof according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the principal engineer of the Great Western Company (herein-after referred to as "the said principal engineer") and the Company shall not commence the construction of the said extension of bridge or enter upon or interfere with any land works or property belonging to or used by the Great Western Company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then the said extension of bridge and the said works shall be constructed according to the plans sections and specifications to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the Great Western Company by the President of the Institution of Civil Engineers:

(5) In extending the bridge the Company shall construct the piers and abutments of the extended portion in the position

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and of the dimensions and in every respect in accordance with the plan signed by James Charles Inglis on behalf of the Great Western Company and Francis Stevenson on behalf of the Company and dated the twenty-first day of May one thousand eight hundred and ninety-eight:

(6) The said extension of bridge and all works necessary or incident to the construction thereof or affecting the property or works of the Great Western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer:

(7) During the construction of the said widening of bridge the Company shall bear and on demand pay to the Great Western Company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that Company for watching their railway and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise:

(8) The Company shall at all times maintain the said bridge when extended in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if whenever the Company fail so to do the Great Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the Great Western Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction:

(9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Great Western Company all costs losses damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the construction or failure of the said extended bridge and the works in connexion therewith or of any act or omission

of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :

(10) If any difference shall arise between the respective engineers of the Company and the Great Western Company as to the reasonableness of the plans sections and specifications hereinbefore provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the Great Western Company :

(11) The Company and the Great Western Company may agree for any variation or alteration in the work in this section provided for or in the manner in which the same shall be executed.

For protection of Flintshire County Council.

8. For the protection of the Flintshire County Council (in this section called "the council") the following provisions shall notwithstanding anything to the contrary in this Act contained unless otherwise agreed between the council and the Company be observed and have effect (that is to say) :—

(1) The Company simultaneously with extending the bridge which carries the railway over the public road from Bridge Street Saltney to the River Dee shall lower the level of the road where it passes under the said bridge when so extended to such an extent not exceeding two feet six inches as may be done without injury to the foundations of the bridge and they shall make the approaches to the road on either side of the railway as so altered with the best gradient that can be obtained without interference with property beyond the control of the Company and they shall also to the reasonable satisfaction of the surveyor of the council kerb and channel the road as so altered and provide and maintain and light such lamp or lamps as may be necessary for efficiently lighting the road where it passes under the bridge from sunset to sunrise :

(2) The Company shall upon the lands adjoining their railway at or near Bagillt Station by this Act authorised to be taken by them make a footpath in lieu of any portion which may be taken or interfered with by them of the existing footpath leading from the national schools to the foreshore of the River Dee :

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(3) Proper provision shall be made by the Company for carrying in perpetuity the outfall drain from Bagillt and the adjoining district which now passes under the railway of the Company and the lands at or near the Bagillt Station authorised to be acquired by the Company and if any alteration strengthening or reconstruction of the said outfall drain become necessary by reason of the widening of the railway or the construction of any embankments or other works in connexion therewith the same shall be made by the Company at their own expense to the reasonable satisfaction of the surveyor of the council :

(4) The approaches to the bridge proposed to be constructed by the Company at Greenfield in the parish of Holywell Rural shall be of an inclination of one in thirty on each side of the bridge with convenient steps on the western slopes of the approaches for access to and from the Station Road and the cop and foreshore of the River Dee at points and of a kind approved by and to the reasonable satisfaction of the engineer of the council On the west side of the bridge a footpath five feet wide and properly kerbed and channelled shall be made and maintained by the Company :

(5) In lieu of the level crossing for the footpath which now passes over the railway at Eyton Siding signal box in the parish of Whitford the Company shall before using any additional lines of rails at the said level crossing construct and open for public use a good and substantial footbridge over the railway of the width throughout the whole length thereof including the steps at either end thereof of not less than six feet and shall at all times thereafter repair and maintain the same and upon such bridge being completed and opened for public use the said level crossing shall be discontinued :

(6) Simultaneously with the widening of the railway under the powers of this Act near their Prestatyn Station the Company shall extend the existing footbridge at that station so as to carry the same of an equal width throughout completely across the railway as widened and shall by means of steps of the same width connect the said footbridge with the public highway upon each side of the railway and shall dedicate the same in so far as it crosses the railway to the use of the public and shall at all times thereafter keep the said footbridge steps and connecting footways in thorough repair :

(7) If any difference shall arise between the Company and the council under this section such difference shall be determined

by an engineer to be appointed (unless otherwise agreed) on the application of either party by the President of the Institution of Civil Engineers.

As to diversion of Tynewydd Road.

9. In altering for the purposes of this Act the road known as Tynewydd Road numbered on the deposited plans 16 in the parish of Rhuddlan the Company shall construct the bridge carrying the same over the railway with a clear uniform width between the parapets or fences thereof of not less than twenty-six feet and shall when the authorities having control over the roadways upon each side of the said bridge have formed and laid out footways thereon form and lay out similar footways upon each side of the roadway over such bridge and the approaches thereto and notwithstanding anything shown on the deposited sections the inclination of the approach to the said bridge when altered over the railway shall on the south side be not steeper than one in thirty and on the north side the approach shall be so constructed as to extend to the south side of the bridge over the cut known as the Rhyl Cut and the gradient of the said approach shall be the best of which the approach as so extended will admit and the Company shall provide steps along the south side of the railway to connect the southern approach to the said bridge with the said road numbered 16 The said Tynewydd Road when altered shall be furnished throughout by the Company with proper and efficient drains for carrying off the surface water Notwithstanding anything in this Act contained the Company shall at their own expense after the construction thereof maintain and repair the said road where altered.

For protection of Dee Conservancy Board Walkers Parker and Company and Holywell-Halkyn Mining Company.

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

(1) Notwithstanding anything shown on the deposited plans or in this Act contained the Company shall not acquire any land or other property owned or occupied by Walkers and Company adjoining or near to the railway in the vicinity of and to the north-west of Bagillt Station shown upon Sheet No. 2 of the deposited plans for the parish of Holywell Rural except so much thereof as is shown within the altered limits of deviation on a plan signed by the engineer of the Company and the engineer of the conservancy board and Walkers and Company

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and nothing in this Act contained shall authorise or empower the Company outside such altered limits to make any work or do any act or thing whereby the Bagillt Gutter or Dock or flushing pool or any roads water channels sluices quays wharves works or apparatus connected therewith respectively may be obstructed diminished impeded or rendered less convenient and effective to the conservancy board or Walkers and Company or either of them or whereby any rights property or interest of the conservancy board or Walkers and Company therein may be taken away lessened prejudiced or altered:

(2) The Company shall leave or construct and make for the use of the conservancy board and Walkers and Company a road of not less than thirty feet in width from the northern gate of the extended level crossing at the point marked **X** on the said Sheet No. 2 to the north-westerly side of the said gutter dock quays and wharves such road to be substantially constructed for all descriptions of traffic to the reasonable satisfaction of the engineer of the conservancy board and Walkers and Company:

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

(4) Notwithstanding anything shown on the deposited plans or in this Act contained the Company shall not acquire close up lower alter interfere with or obstruct the roadway at Bagillt

near the Dee Bank Lead Works of Walkers and Company marked **Y** on Sheet 2 of the deposited plans for the parish of Holywell Rural and the extended bridge for carrying the railway widening over the said roadway shall be constructed to the reasonable satisfaction of the engineer of the conservancy board Walkers and Company and the tunnel company so as to provide thereunder a clear width and headway throughout not less than the greatest width and headway of the present bridge and the approaches to the roadway under the extended bridge shall not be interfered with and nothing in this Act contained shall empower the Company in any way to take away lessen or interfere with the rights of the conservancy board Walkers and Company and the tunnel company respectively to use and make use of the said roadway and the soil thereof and the space under the bridge as extended by the Company to the fullest extent to which they are now entitled to use the same:

(5) The Company shall not in any way impede or obstruct the right of way along the said roadway or the access afforded thereby to the foreshore of the River Dee or to any wharves landing places works or accommodations on the said foreshore but the conservancy board Walkers and Company and the tunnel company respectively shall at all times be entitled to all necessary and reasonable access and egress along the said roadway and under the existing bridge carrying the railway of the Company and the extension thereof authorised by this Act for traffic of all descriptions:

(6) Before commencing any works at and adjoining Bagillt Station and before commencing any works for the widening of the railway across the said roadway at Dee Bank the Company shall give fourteen clear days' notice in writing to the conservancy board Walkers and Company and the tunnel company and shall submit plans of the said works for the approval of their respective engineers for the time being:

(7) Nothing herein contained shall be construed to defeat abrogate or lessen any right or remedy (if any) which the conservancy board Walkers and Company or the tunnel company has to recover from the Company full compensation for any damage or injury to their respective wharves quays works or gutters or for any unreasonable or unnecessary interruption or damage to the traffic thereon or the lawful use thereof occasioned by the works or operations of the Company:

(8) Notwithstanding anything shown on the deposited plans or in this Act contained the Company shall not take or acquire a

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larger amount of the property at Dee Bank shown as No. 7 on Sheet 2 of the deposited plans for the parish of Holywell Rural than a strip of land twenty-seven feet in width parallel to and adjoining the present property of the Company at this point:

(9) Nothing in this Act contained shall be deemed to take away prejudice or lessen any of the estates rights interests powers privileges or authorities of the conservancy board Walkers and Company or the tunnel company or the protection remedies or rights given to them and to other owners and occupiers of property by section 334 of the Act 7 and 8 Vict. c. 65 entitled "An Act for making a railway from Chester to Holyhead."

For protection of Darwen and Mostyn Iron Company Limited.

11. Whereas by section 5 of the London and North Western Railway Act 1868 the Company were authorised to alter and divert in the parish of Whitford in the county of Flint the turnpike road leading from Flint to Rhuddlan in the manner described in the said Act and shown upon the deposited plans and sections therein referred to And whereas during the passage through Parliament of the Bill for the said Act of 1868 the Company agreed with the predecessors in title of the Darwen and Mostyn Coal and Iron Company Limited (herein-after referred to as "the Darwen and Mostyn Company") to maintain as an occupation road so much of the said turnpike road so to be diverted as lay upon the north-eastern side of their Chester and Holyhead Railway And whereas the Company are by this Act authorised to acquire certain lands in the parish of Whitford in the county of Flint and for the purpose of utilising those lands for the widening and improvement of their railway will require to absorb a portion of the said road so agreed to be maintained by them as an occupation road which road is numbered upon the deposited plans 5 in the parish of Whitford Be it therefore enacted that in the exercise of the powers of this Act the Company shall leave open and uninterrupted so much of the said road No. 5 on the deposited plans as will afford an available width of not less than twelve feet in any place and shall in addition widen such road at the two places marked red upon the copy of the deposited plans signed by the Right Honourable James William Lowther the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred so as to provide at each of those places after the construction of the Company's works a roadway of not less width than eighteen feet for a length of ninety feet and for the purpose of providing such extra width the Darwen and Mostyn Company shall sell and the

Company shall purchase the necessary land shown upon the said signed plan at a price to be agreed upon or failing agreement to be determined in manner provided by the Lands Clauses Acts. A.D. 1898.

For protection of highway authority.

12. From and after the completion of the necessary works for widening the said railway by laying down two additional lines of rails upon the lands in the parish of Whitford which the Company by this Act are authorised to acquire the Company shall at the request of the Flintshire County Council or the Holywell Rural District Council or other the highway authority for the time being surrender all their rights (if any) in such portion of the road numbered on the deposited plans 5 in the said parish as may not be used for the said widening and in any lands which may be used for the purpose of widening the said road as by this Act provided with the intent and purpose that such road may be vested in and maintained by the said Flintshire County Council the Holywell Rural District Council or other the highway authority for the time being as a public road And upon such road being laid out formed and made the Company shall pay to the highway authority or authorities executing or bearing the expense of the work the sum of two hundred pounds.

For protection of Rhyl Urban District Council.

13. For the protection of the Rhyl Urban District Council (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council be observed and have effect (that is to say):—

(1) In constructing any works upon the lands numbered on the deposited plans 20 and 21 in the parish of Rhuddlan and 1 and 2 in the urban district of Rhyl the Company shall extend the culvert by which the Rhyl Cut passes under the existing railway the extended portion to be of the same dimensions as the existing culvert:

(2) In carrying out any works for the widening of the said railway the footbridge known as the Ffrith footbridge shall be reconstructed and extended of a uniform width of at least six feet:

(3) If the Company divert any portion of the existing footpath along the south side of the existing railway from Ffrith footbridge to Grange Road the Company shall construct the diverted portion thereof along the south side of the properties numbered on the deposited plans 6 and 8 in the said urban district of the width of six feet throughout and cindered with a convenient approach to Grange Road by means of steps and an intermediate landing such approach being of the same width as the footpath:

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(4) The Company shall afford to the council at all times all such facilities of access to any mains sewers or pipes of the council in or under the property numbered on the deposited plans 23 in the said urban district and to the old portion of Vale Road now enclosed in the Company's yard but outside the limits of deviation as may be reasonably required by the council for the purpose of maintaining and repairing the said mains sewers and pipes:

(5) In diverting Vale Road Rhyl under the powers of this Act the Company shall make the southern approach to the bridge carrying that road over the said railway with the best gradient practicable within the limits of deviation shown on the deposited plans and the Company shall (if the consent of the owner of the lands on the south-east side of Marsh Road be obtained) make the portion of that road proposed to be altered with a gradient not steeper than one in twenty-five or if such consent is not obtained with the best gradient obtainable within the said limits of deviation:

(6) The Company shall widen the said Vale Road bridge and the approaches thereto by the construction on the west side of the existing carriageway of a footpath six feet in width:

(7) The Company shall pave the said footpath and also the footpath on the easterly side of the said bridge and approaches with bricks to the reasonable satisfaction of the surveyor of the said council and the said footpaths shall thereafter be maintained by and at the expense of the said council:

(8) At the junction of the northerly approach to Vale Road Bridge with Kinmel Street the Company shall round off the corner to a radius of fifty feet:

(9) If and when a public gas main or pipe is laid within twenty-five yards of the footbridge which has been constructed by the Company in substitution for the footpath level crossing formerly known as the Pen-y-Braich level crossing the Company shall provide and maintain one lamp upon the top of the bridge such lamp to be lighted by the council at the expense of the Company during such hours as the lamps in the public streets in the district are lighted:

(10) In connexion with the construction of the bridge over the River Clwyd by this Act authorised the Company shall construct an invert under the opening next to and on the east side of the swing span of the old swing bridge such invert to be carried to a depth of three feet below the present bed of the river under the swing span of the old swing bridge:

(11) Before the Company stop up any part of the roads numbered on the deposited plans 22 and 23 in the parish of Abergele Rural they shall make in substitution therefor a new road of the same width as the portion of the said road numbered 22 proposed to be stopped up and shall to the reasonable satisfaction of the council lay down in such new road proper water mains and service pipes in substitution for the existing mains and pipes situate in the said road numbered 22 by which a supply of water is afforded to the Rhyl Isolation Hospital:

(12) If in the construction of any works by this Act authorised in the said urban district it shall be necessary to interfere with alter or remove any main sewer drain pipe ventilating shaft or manhole or gas water or other pipe belonging to the council other than any such sewer drain pipe ventilating shaft or manhole or gas water or other pipe the subject of any special agreement between the Company and the said council or their predecessors such interference alteration or removal shall be carried out at the Company's expense and to the reasonable satisfaction of the engineer of the council:

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

As to rating of railway in district of Rhyl Urban District Council.

14. And whereas by section 68 of the Rhyl Improvement Act 1852 it is enacted that the Chester and Holyhead Railway Company (whose undertaking is now vested in the Company) in respect of their railway works and property within the limits of the said Act shall be rated as follows "The line of railway for rating "purposes shall be considered as agricultural and shall be valued "and rated in the same manner and proportion as the land "abutting on each side of the line within the limits of the Act "and the station buildings and other hereditaments shall be rated "in the same manner as other houses buildings and hereditaments "within the limits of this Act are to be rated for the purposes of "the Act" And whereas the Company are authorised by this Act to acquire certain lands in connexion with the said railway upon which they propose to lay down lines of rails and execute other improvements of the said railway and some of such lands are situate within the limits of the said Act of 1852 And whereas the

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Rhyl Urban District Council who are now the authority for administering the said Act of 1852 have claimed that the said lines of rails and improvements of the said railway so far as the same are situate within the district aforesaid are not entitled to the benefit as regards rating conferred by the said section of the said Act And whereas as regards the railway it is impossible for rating purposes to distinguish between the assessable value of the original line and the additional lines of rails And whereas in consideration of the withdrawal of the opposition of the said district council to the Bill for this Act and upon the conditions as to the execution of works contained in the section of this Act the marginal note whereof is "For protection of Rhyl Urban District Council" the Company have agreed to give up as regards their line of railway the partial exemption from rating to which they are entitled under the said Act of 1852 upon the terms and conditions in this section contained Be it therefore enacted that from and after the first day of April one thousand nine hundred the Company shall notwithstanding anything contained in section 68 of the Rhyl Improvement Act 1852 be assessed in respect of their land used as a railway constructed under the powers of any Act of Parliament within the district of the said council or any extension of such district in the proportion of one-sixth part only of the net annual value thereof (as defined by section 211 of the Public Health Act 1875) to any rate now or hereafter to be levied by or at the instance of the said district council either for the purposes of the said Act of 1852 or for the purposes of the said district.

For protection of District Councils of Abergele and Pensarn and St. Asaph (Denbigh).

15. In the execution of the works and in the exercise of the powers by this Act authorised the following provisions for the protection of the District Councils of Abergele and Pensarn and the District Council of Saint Asaph (Denbigh) (in this section referred to as "the councils") shall notwithstanding anything shown on the deposited plans and sections or contained in this Act have effect unless otherwise agreed upon in writing between the Company and the councils (that is to say):—

(1) The Company shall construct maintain and keep in good repair for the use of the public substantial steps and ladders at the bend in the embankment or sea wall about one hundred and forty yards from Miller's Crossing and subject to the conditions herein-after contained the public shall have an undisputed right of footway along the top of the embankment from such steps to the Tygwyn Crossing the Company removing all obstructions thereto;

(2) The council of Saint Asaph shall make and maintain a fence between the footpath on the top of the said embankment and the railway to the reasonable satisfaction of the Company's engineer and shall maintain and keep in good repair the said footpath at their own expense but the councils shall not be responsible for the maintenance of the embankment or sea wall:

(3) The Company shall make maintain and keep in good repair a reasonable set of steps upon the land side of the sea wall opposite to the Towyn Post Office level crossing (sandbank) and the public footpath crossing over the railway at the said level crossing shall remain open to the public:

(4) The footbridge carrying the public footpath over the railway at Miller's Cottage shall be continued and maintained by the Company:

(5) The footpath which crosses the railway on the level at the Manchester Cottages level crossing shall be carried over the railway by an overbridge six feet wide with parapets on each side five feet high to be constructed and maintained by the Company and thereupon all rights of crossing the railway upon the level shall be extinguished and discontinued:

(6) The Company shall on the passing of this Act take over and for ever after maintain and shall extend the footbridge called "Mr. Hughes' Bridge" which adjoins the lawn tennis ground at Pensarn:

(7) The Company shall not under the powers of this Act close the level crossings at Tygwyn and Glandwr:

(8) The Company shall substitute iron pipes in the place of the existing earthenware pipes which now cross under the railway for carrying off the sewage of the Abergele district near Abergele Station.

Period for compulsory purchase of lands.

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

Power to deviate in construction of road diversions &c.

17. The Company may in constructing the new road and diversions and alterations of roads and other works by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of any of the said works shown on the deposited sections to any extent not exceeding three feet but not so as to increase the rate of inclination of any new or diverted or altered road as shown on the said sections Provided that no deviation either lateral or

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vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Roads and footpaths not to be stopped up till substituted road or footpath completed.

18. The Company shall not stop up any road or footpath or portion of road or footpath by this Act authorised to be stopped up until they shall have completed and opened to the public the diversion of such road or footpath or the new road or footpath if any (as the case may be) by this Act authorised to be made in lieu of the road or footpath so to be stopped up and shall have obtained the certificate of two justices that such road or footpath is duly completed in accordance with the provisions of this Act Provided that the Company shall before applying to such justices for such certificate give seven days' notice in writing of their intention to apply for the same to the road authority of the district in which such road or footpath is situate:

And the certificate of such justices together with the plan (if any) showing such stopping up and diversion or new road or footpath as aforesaid shall as soon as conveniently may be after the making of the said certificate be lodged with the clerk of the peace of the county in which the said road or footpath or the diversion thereof is situate and shall at the quarter sessions which shall be holden in and for the said county next after the expiration of four weeks from the day of the said certificate of the said justices having been lodged with the clerk of the peace as aforesaid be read by the said clerk of the peace in open court and the said certificate together with the plan as aforesaid shall be enrolled by the clerk of the peace amongst the records of the said court of quarter sessions.

Extinguishment of rights of way.

19. All rights of way over or along the several roads and footpaths or portions thereof which shall under the provisions of this Act be diverted stopped up and discontinued and over any of the lands which shall be purchased or acquired under the compulsory powers of this Act shall be and the same are as from the diversion stopping up purchase or acquisition thereof respectively by this Act extinguished.

Vesting in Company of site and soil of portions of roads &c. stopped up.

20. The site and soil of the several roads and footpaths or portions thereof by this Act authorised to be diverted 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 under the powers of this Act or of any other Act relating to the Company already passed they become 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

for the purposes of the said railway subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

Power to owners to grant easements &c.

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

Owners may be required to sell parts only of certain properties.

22. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other greater or less portion thereof can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":

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

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted

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(herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other greater or less portion thereof (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

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

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:

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

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

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

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

Restriction on taking houses of labouring class.

23. The Company shall not under the powers of this Act purchase or acquire in any city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied:

For the purposes of this section the expression "labouring class" means mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

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

24. The Company may raise for the purposes of this Act and any other Act of the present session of Parliament and for the general purposes of their undertaking (being in every case purposes to which capital is properly applicable by the Company) by the creation and issue of shares or stock such capital as they shall think necessary not exceeding one hundred and fifty thousand pounds exclusive of any other capital which they are or may be authorised to raise by this or any other Act or Acts of Parliament and the Company may create and issue such shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

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

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

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Except as otherwise provided new capital to be subject to same incidents as ordinary capital.

26. The capital created by the Company under this Act and the shares or stock therein and the holders thereof respectively (except any capital and the shares or stock therein to which a preferential dividend is attached and the holders of those shares and that stock respectively) shall be subject and entitled to the same powers provisions forfeitures liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing ordinary capital of the Company and those shares and that stock were shares and stock in that ordinary capital.

Dividends on new shares or stock.

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

Votes and qualifications in respect of new shares or stock.

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

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

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

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

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

Power to borrow.

30. The Company may in respect of the additional capital of one hundred and fifty thousand pounds which they are by this Act

authorised to raise borrow on mortgage of their undertaking any sum not exceeding in the whole fifty thousand pounds but no part of the said sum of fifty thousand pounds shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of the said capital have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same:

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

For appointment of a receiver.

31. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal money or principal money and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision:

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

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Company may create debenture stock.

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

Existing mortgages to have priority.

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

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

Application of moneys.

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

Receipt in case of persons not sui juris.

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

Power to apply corporate funds to purposes of Act.

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

Interest not to be paid on calls paid up.

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

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

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

Saving rights of Crown.

39. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty.

Saving rights of Crown in foreshore.

40. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty.

Provision as to general Railway Acts.

41. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better or 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 to be taken by the Company.

Costs of Act.

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

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The SCHEDULE referred to in the foregoing Act.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY ARE REQUIRED TO BE TAKEN.

No. on deposited Plan.	Parish.	Description of Property.
	BAGILLT.	
6	Holywell Rural -	Lamp rooms smithy office &c.
	MOSTYN.	
1	Whitford - -	Rough land pond &c.
12	Whitford - -	Tipping ground.
13	Whitford - -	Pond and slope.
14	Whitford - -	Yard sidings &c.
	ABERGELE.	
16	Abergele Rural -	Tile Yard &c. &c.

Printed by EYRE and SPOTTISWOODE,
FOR
T. DIGBY PIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

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