ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

VICTORIÆ REGINÆ.

****

Cap. lxxiii.

An Act to enable the *Potteries and Shrewsbury and North Wales* Railway Company to make a substituted Line of Railway, and to abandon a Portion of their authorized Railway; and for other Purposes. [25th *June* 1868.]

WHEREAS by "The *West Shropshire Mineral* Railway Act, 1862," the *West Shropshire Mineral* Railway Company were incorporated, and were authorized to make a Railway from the *Oswestry and Newtown* Railway in the Parish of *Llanymynech* to the *Shrewsbury and Welshpool* Railway in the Parish of *Westbury* in the County of *Salop:* And whereas by "The *West Shropshire Mineral* Railway (New Lines) Act, 1864," the *West Shropshire Mineral* Railway Company were authorized to make Railways in the Counties of *Salop* and *Montgomery:* And whereas by "The *Shrewsbury and North Wales* Railway Act, 1864," the Name of the said Company was changed into the *Shrewsbury and North Wales* Railway Company: And whereas by "The *Shrewsbury and Potteries Junction* Railway Act, 1865," the *Shrewsbury and Potteries Junction* Railway were incorporated, and were authorized to make a Railway from the *Wellington and Drayton* Railway in the Parish of *Market Drayton* in the County of

25 & 26 Vict. c. clxxxv.

27 & 28 Vict. c. cxxviii.

27 & 28 Vict. c. clvi.

28 & 29 Vict. c. cccxli.

Salop to the *Shrewsbury and Crewe* Line in the Parish of *Saint Alkmond* in the same County, and certain other Railways connecting the said authorized Railway with the *Shrewsbury and Wellington* Line of the *Great Western* and *London and North-western* Railway Companies, and with the *Shrewsbury and Hereford* and *Severn Valley* Railways, and also with the Railways of the *Shrewsbury and North Wales* Railway Company: And whereas by "The *Shrewsbury and Potteries Junction* Railway (Deviations) Act, 1866," the *Shrewsbury and Potteries Junction* Railway Company were authorized to make a Railway, and also certain Deviations and Alterations in their authorized Railway: And whereas by "The *Potteries, Shrewsbury, and North Wales* Railway Act, 1866," the Undertakings of the said Companies were amalgamated, and the said Companies became One Company under the Name of "The *Potteries, Shrewsbury, and North Wales* Railway Company" (herein-after called "the Company"): And whereas it is expedient that the Company should be authorized to make a substituted Railway herein-after described, and to abandon the Construction of so much of the Railway No. 4. authorized by "The *Shrewsbury and Potteries Junction* Railway Deviations Act, 1866," and so much of the Railway No. 2. authorized by "The *Shrewsbury and Potteries Junction* Railway Act, 1865," as will be rendered unnecessary by reason of the Construction of the said substituted Railway: And whereas it is expedient that the Company should be authorized to alter the Levels upon the Portion of authorized Railway herein-after described: And whereas Plans and Sections of the substituted and altered Railway by this Act authorized showing the Line and Levels thereof, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands which may be required to be taken for the Purposes of the said Railways and Works, have been deposited for public Inspection with the Clerk of the Peace for the County of *Salop*, and those Plans, Sections, and Books of Reference are in this Act referred to as "the deposited Plans, Sections, and Books of Reference:" And whereas the Objects and 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 Commons, in this present Parliament assembled, and by the Authority of the same (as follows):

29 & 30 Vict. c. ccxi.

29 & 30 Vict. c. cci.

Short Title.

1. This Act may be cited for all Purposes as "The *Potteries, Shrewsbury, and North Wales* Railway Act, 1868."

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

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Parts I. and II. of "The

"The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act. 26 & 27 Vict. c. 92. incorporated.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" shall mean the *Potteries, Shrewsbury, and North Wales* Railway Company; the Expression "the Act of 1864" shall mean "The *West Shropshire Mineral* Railway (New Lines) Act, 1864;" the Expression "the Act of 1865" shall mean "The *Shrewsbury and Potteries Junction* Railway Act, 1865;" the Expression "the Act of 1866" shall mean "The *Shrewsbury and Potteries Junction* Railway (Deviations) Act, 1866;" the Expression "the Plans of 1864" shall mean the Plans deposited for the Purposes of "the Act of 1864;" the Expression "the Plans of 1865" shall mean the Plans deposited for the Purposes of "the Act of 1865;" the Expression "the Railway" or "the Undertaking" shall mean the Railway or Undertaking by this Act authorized, or any Part thereof; and the Expression "Superior Court" 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. Interpretation of Terms.

4. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may do the following Things, and may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the substituted Railway herein-after described, with all proper Works and Conveniences connected therewith respectively, and may enter 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 that Purpose. The Railway herein-before referred to and authorized by this Act is,— Power to make Railway according to deposited Plans.

A Railway in lieu or instead of Portions of the Railways authorized by the Act of 1865 and the Act of 1866, Four Furlongs and Six Chains or thereabouts in Length, commencing by a Junction with the Railway No. 3, authorized by the Act of 1865, at the Point where that Railway crosses under the *Abbey Foregate* in the Town of *Shrewsbury*, and terminating by a Junction with the Railway No. 2, authorized by the said Act of 1865, at a Point where such Railway is now in course of Construction across *Underdale Lane*.

The Company may construct so much of Railway No. 3, authorized by the Act of 1865, as lies between the Commencement of that Railway and the Point where the said Railway crosses under *Abbey Foregate*, according to the Levels shown on the deposited Sections, instead of the Levels shown on the Sections according to which that Railway was authorized to be made.

Powers for compulsory Purchases limited.

5. 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 One Year from the passing of this Act.

Period for Completion of Railway.

6. The Powers of the Company for executing the substituted Railway shall not be exercised after the Expiration of Two Years from the passing of this Act.

Company may abandon Portions of authorized Line.

7. The Company shall abandon the Construction of the Railway No. 4, authorized by the Act of 1866, and so much of Railway No. 2, authorized by the Act of 1865, as shall be rendered unnecessary in consequence of the Construction of the substituted Railway by this Act authorized.

Compensation for Damage to Land by Entry, &c. for Purposes of Railway abandoned.

8. The Abandonment by the Company under the Authority of this Act of any Portion of any Railway or Works 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 of the Company 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 Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," 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.

Compensation to be made in respect of Portions of Railway to be abandoned.

9. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to any Portions of the Railways or Works authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested

interested in such Lands 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.

Tolls.

10. For the Purposes of Tolls and Charges, and for all other Purposes, the substituted Railway shall form Part of the Undertaking of the Company.

As to carrying Line over Shrewsbury and Birmingham Railway.

11. The Company shall carry the Railway over the *Shrewsbury and Birmingham* Railway of the *London and North-western* and *Great Western* Railway Companies (herein-after referred to as the Two Companies) according to the Line as delineated and shown on the deposited Plans, and according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being having the Superintendence of the said *Shrewsbury and Birmingham* Railway, and in all things at the Expense of the Company; and such Railway and its Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the said *Shrewsbury and Birmingham* Railway, or the working of the Traffic thereof, and the Railway shall be carried over that Railway by means of a Girder Bridge, with One clear Span of not less than 48 Feet measured on the Square, and a clear Headway of not less than 15 Feet for the entire Width of such Bridge.

Maintenance of those Works.

12. The Company shall at all Times maintain the Bridge and other Works by which the Railway shall be carried over the said *Shrewsbury and Birmingham* Railway in substantial Repair and good Order and Condition to the reasonable Satisfaction in all respects of such last-mentioned principal Engineer; and if and whenever the Company fail so to do, the Two Companies may make or do in and upon as well the Lands of the Company as their own respective Lands all such Works and Things as the Two Companies may reasonably think requisite in that Behalf; and the Sum from Time to Time reasonably expended in that Behalf shall be repaid to them by the Company, and in default of full Payment the Amount due may be recovered, with full Costs, by the Two Companies in any Court of competent Jurisdiction.

Restricting Interference with Lands of London and North-

13. The Company shall not in any Case where the Two Companies are jointly entitled or interested, without their previous Consent in Writing

western Railway and Great Western Railway Companies.

Writing under their respective Common Seals, or, where either of them is separately entitled or interested, without such Consent of such One of them, take, use, enter upon, or interfere with the Railway, Lands, or Property from Time to Time belonging to or in the Possession or under the Power of the Two Companies, or either of them, delineated and described on the deposited Plans and Books of Reference, except only such Part or Parts thereof respectively as it shall be necessary for the Company to take and use, enter upon, or interfere with for making and maintaining the Bridge and Works by which the Railway is under, and in manner and subject to the preceding Enactment in that Behalf, to be carried over the said *Shrewsbury and Birmingham* Railway.

Company to acquire Easements only in Lands of those Companies.

14. With respect to any such Railway, Lands, or Property as last mentioned which the Company are by this Act authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but they may purchase and take, and the Two Companies as jointly, or either of them as solely, entitled or interested, may and shall sell and grant accordingly, an Easement or Right of using the same respectively for the Purposes for which but for this Enactment the Company might purchase and take the same respectively.

Arbitration.

15. If and whenever any Difference shall arise between the Engineer of the Company and the Engineer of the Two Companies with reference to the Construction, Position, or Maintenance of the said Bridge and Works, the Matter in difference shall be determined by an Arbitrator to be appointed by the Board of Trade on the Application of such Companies, or either of them, and the Decisions of the Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs of the Arbitration shall be in his Discretion.

Saving Rights of certain Companies.

16. Nothing in this Act contained shall extend to prejudice, alter, or take away any of the Rights, Privileges, or Powers of the Two Companies, or either of them, otherwise than as herein expressly provided.

Railwaysnot exempt from Provisions of present and future General Acts.

17. Nothing herein contained shall be deemed or construed to exempt the Railways of the Company, or any of them, 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, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by the Company's Acts.

18. All

18. 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. Expenses of Act.

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