CHAPTER cxcii.

An Act to incorporate the Shropshire Railways Company to empower them to acquire the Potteries Shrewsbury and North Wales Railway and to construct further railways and for other purposes. [7th August 1888.]

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WHEREAS the undertaking of the Potteries Shrewsbury and North Wales Railway Company (hereinafter called "the Potteries Company") consisted at the passing of the Potteries Shrewsbury and North Wales Railway Act 1881 (in this Act called "the Act of 1881") and still consists of a main line of railway from Shrewsbury to Llanymynech with branches to Nant-Mawr and Brydden which railways and branches are hereinafter referred to as "the Potteries Railway":

And whereas for many years the Potteries Company have been insolvent and a receiver was in receipt of the tolls of their undertaking until the closing of the Potteries Railway to public traffic on the 22nd day of June 1880:

And whereas by the Act of 1881 it was (section 4) enacted that the Potteries Company might pass a resolution for their winding up or petition the Chancery Division of the High Court of Justice for the winding up of the said Company by the Court and that all such proceedings in the winding up might be had and taken as if the said Company were a company formed and registered under the Companies Acts 1862 and 1867 with a registered office in London and unable to pay their debts and that the liquidator appointed by the said Company or the official liquidator to be appointed by the Court should in such manner as should be approved by the Court offer the undertaking of the said Company for sale and should have power to sell the same to any railway company:

And whereas by an order of the Chancery Division of the High Court of Justice made on the 21st day of April 1882 the Potteries Company was ordered to be wound up by the Court and an official liquidator (in this Act referred to as "the liquidator") of the

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Potteries Company was appointed by the Court on or about the 8th day of July 1882:

And whereas the liquidator has been unable to effect a sale of the undertaking of the Potteries Company for a sum of money as contemplated by the Act of 1881 and the Potteries Railway has remained and now is closed for public traffic:

And whereas an agreement (in this Act referred to as "the scheduled agreement") between the liquidator of the one part and certain persons therein named promoters of the bill for this Act of the other part a copy of which agreement is set forth in the schedule to this Act has been entered into for the sale to the Company by this Act incorporated of the undertaking of the Potteries Company upon the terms and subject to the conditions in the said agreement expressed and it is expedient that the said agreement be confirmed and provision made for carrying into effect the said terms and conditions:

And whereas the scheduled agreement has been approved by the holders of the several classes of debenture stock and by the creditors and by the proprietors of shares and stock of the Potteries Company mentioned respectively in sub-sections 3 4 5 6 and 7 of section 8 of the Act of 1881 at meetings of those bodies respectively duly convened with notice of the object and has also been sanctioned by the Court:

And whereas the persons in this Act named with others are willing to acquire the undertaking of the Potteries Company upon and subject to the terms and conditions of the scheduled agreement and to re-open the Potteries Railway for public traffic if incorporated with the necessary powers for that purpose:

And whereas it is expedient that the Company to be incorporated (in this Act called "the Company") be empowered to construct the additional railways by this Act authorised in extension of or in connection with the Potteries Railway and to abandon part of the Potteries Railway which will be rendered unnecessary by the construction of certain of the railways by this Act authorised and to acquire certain lands in this Act particularly mentioned:

And whereas it is expedient that the Potteries Railway when acquired by the Company and the Railways No. 1 and No. 2 and a portion of the Railway No. 3 by this Act authorised on the one hand and the Railway No. 4 and the remaining portion of the Railway No. 3 by this Act authorised on the other hand be constituted respectively separate undertakings of the Company with separate and distinct capitals proprietaries and borrowing powers:

And whereas it is expedient that the Company and any company or persons for the time being using their railway be empowered to

run over work and use the railways and portions of railways belonging to other companies hereinafter in that behalf mentioned:

And whereas it is expedient that the Company and the other companies hereinafter in that behalf mentioned be empowered to enter into and carry into effect working and other agreements as hereinafter provided:

And whereas plans and sections showing the lines and levels of the new railways and works authorised by this Act and books of reference to the plans 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 clerk of the peace for the county of Salop and are hereinafter respectively referred to as the deposited plans sections and books of reference:

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 Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited as the Shropshire Railways Act 1888.

Incorporation of Acts.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 the Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

3. In this Act—

Interpretation.

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 Company incorporated by this Act:

The expressions "the railway" or "the railways" mean respectively the railways which the Company are by this Act authorised to acquire and construct:

And for the purposes of this Act the expression "superior courts," or "court of competent jurisdiction" or any other like expression in

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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 simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. Sir Richard Dansey Green-Price Baronet James Inman John Parson Smith and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railway and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Shropshire Railways Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Confirming scheduled agreement.

5. The scheduled agreement is hereby confirmed and made binding according to the terms and conditions thereof upon the liquidator and the Company respectively and the liquidator shall transfer to the Company the undertaking of the Potteries Company and the transfer shall be carried out in accordance with the provisions of sections 5 6 and 7 of the Act of 1881 (with the exception of so much of section 7 as relates to the right to levy tolls for the use of the undertaking) The liquidator shall have power to accept as purchase-money or part purchase-money fully paid up stock in the Shrewsbury Separate Undertaking of the Company by this Act constituted and such stock shall be deemed to be purchase-money within section 8 of the Act of 1881 and shall be issued to the liquidator or as he may direct to be applied in accordance with sub-sections 1 and 2 (so far as persons entitled to claim under those sub-sections agree to accept such stock in satisfaction and discharge of their claims) and sub-sections 3 4 5 6 and 7 of the said section.

Company not bound to see to application of purchase money.

6. The Company shall not be bound to see to the application or be liable for the misapplication or non-application of any part of the purchase-money mentioned in the scheduled agreement.

Empowering persons under disability to accept stock of Company &c.

7. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands and being creditors (whether as unpaid vendors of land or otherwise) or holders of debenture stock or shares or stock of the Potteries Company may accept such amount as they think fit of fully paid stock in the Shrewsbury Separate Undertaking of the Company or of debentures or debenture stock charged upon that undertaking in satisfaction and discharge of their respective claims or in exchange for their debenture stock

shares or stock of the Potteries Company as the case may be in lieu of the money payments provided for by section 8 of the Act of 1881.

Abandonment of part of railway.

8. From and after the completion of Railway No. 1 by this Act authorised the Company may and shall abandon and relinquish that portion of the main line of the Potteries Company which lies between its commencement at the Abbey Station in Shrewsbury and the point of termination of the said Railway No. 1 and the Company shall be absolutely freed and discharged from all obligations with respect to the maintaining of the aforesaid portion of railway.

Power to make railways.

9. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works hereinafter described with all proper stations junctions sidings bridges viaducts rails tunnels roads approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose.

The railways and works hereinbefore referred to and authorised by this Act are situate in the county of Salop and are:—

A Railway (No. 1) 3 furlongs and $4\frac{1}{2}$ chains or thereabouts in length commencing at or near the northern end of the platforms of the Abbey Station of the Potteries Railway and terminating by a junction with the main line of the Potteries Railway at or near the junction therewith of the loop line of the Potteries Railway:

A Railway (No. 2) 2 furlongs and $2\frac{1}{2}$ chains or thereabouts in length commencing by a junction with the Railway No. 1 by this Act authorised and terminating by a junction with the loop line of the Potteries Railway:

A Railway (No. 3) 12 miles 3 furlongs and 6 chains or thereabouts in length commencing by a junction with the loop line of the Potteries Railway and with the Railway No. 2 by this Act authorised at or near the termination thereof as above described and terminating by a junction with the Railway No. 4 hereinafter described and by this Act authorised:

A Railway (No. 4) 7 miles and $2\frac{3}{4}$ chains or thereabouts in length commencing by a junction with the Railway No. 3 by this Act authorised and terminating by a junction with the Stoke Silverdale and Market Drayton Branch of the North Staffordshire Railway.

For the protection of the Shropshire Union

10. And whereas the Railway No. 3 by this Act authorised is intended to be carried by means of a bridge over the canal called the Shrewsbury Branch of the Shropshire Union Canals in the parish of

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Railways and Canal Company.

Uffington in the county of Salop belonging or reputed to belong to the Shropshire Union Railways and Canal Company and which said Company are hereinafter referred to as "the Shropshire Union Company" at a point about one mile five furlongs eight chains from the commencement of the said Railway No. 3 as shown upon the deposited plans Therefore the following provisions for the protection of the Shropshire Union Company shall unless otherwise agreed between the Shropshire Union Company and the Company be observed and have effect (that is to say):—

Company to construct a bridge over the Shropshire Union Canal in manner prescribed by the engineer of the Canal Company.

(1.) The Company shall at their own expense and according to plans sections and specifications to be previously submitted to and approved by the engineer for the time being of the Shropshire Union Company construct in a proper manner and to the reasonable satisfaction of such engineer a good and substantial bridge over the said canal and the towing-path banks and other works thereof at the point where the said railway is intended to be carried over the said canal within the limits of deviation shown upon the deposited plans and the clear opening or span of the arch of such bridge between the walls or abutments thereof shall be of such width on the square as shall be equal to and sufficient to clear and leave unobstructed at the point of crossing the whole navigable waterway of the canal and a space of not less than eight feet wide on the south side thereof for a towing-path and such bridge shall have close fences not less than six feet high above the level of the rails and the spring of the arch or soffit of the girders shall at the aforesaid point of crossing over the said canal commence at a point not being less than eight feet above the present surface of the towing-path of the said canal and the underside of the middle of the arch shall not be less than ten feet above the top water level of the said canal and the extreme width of such bridge shall not exceed thirty feet:

Limiting interference with canal during construction of bridge.

(2.) During the construction of the said bridge and for the purposes thereof the Company may interfere with the said canal and towing-path so far as may be necessary provided that the plans showing such proposed interference shall have been first approved by the Shropshire Union Company's engineer and that the Company shall not at any time leave a less navigable space than sixteen feet in any part of the said canal nor a less space than five feet in width for the purpose of a towing-path at the side thereof Provided that no such interference shall continue during a longer period than three months:

Company to keep bridge in repair.

(3.) The Company shall at their own expense at all times for ever after the said bridge shall have been completed keep the same

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and any future bridge to be erected or made in lieu thereof (and which shall be at the same place in the like direction and of the like character dimensions and capacity as are hereinbefore mentioned) together with all works belonging thereto or connected therewith in good and complete repair to the reasonable satisfaction of the engineer for the time being of the Shropshire Union Company and in case of any want of repair to such bridge or any work belonging thereto or connected therewith and whether any such want of repair shall arise from the sinking of such bridge or any part thereof or from any other cause whatsoever and upon notice in writing thereof being given by the Shropshire Union Company or their engineer to the Company then the Company shall within the space of ten days after such notice commence the repairs or as the case may require the raising or rebuilding or reconstruction of the said bridge or such part thereof as it shall for the time being be requisite to repair raise or rebuild or reconstruct and proceed therein with all reasonable expedition until such repairing raising or rebuilding or reconstruction shall be wholly completed And if the Company shall fail to commence the same within the said space of ten days or proceed therein with all reasonable expedition as aforesaid it shall be lawful for the Shropshire Union Company to make all such repairs to such bridge or works and to raise or rebuild or reconstruct the same or such part thereof respectively as shall be necessary in such manner as they may think proper and all the expenses thereof shall be repaid by the Company to the Shropshire Union Company upon demand and in default of such payment the Shropshire Union Company may sue for and recover such expenses aforesaid against the Company in any court of competent jurisdiction Provided always that during the progress of reconstructing such bridge and at all future times during any repairs raising rebuilding or reconstruction thereof the engineer for the time being of the Shropshire Union Company with the requisite assistants and workmen shall have free access to such bridge and full permission to inspect the workmanship and materials thereof:

Company not to alter the course or obstruct the navigation of the Shropshire Union Canal.

(4.) It shall not be lawful for the Company or any person in execution of this Act (except as hereinbefore provided) to alter the course of the said canal or to contract the width of the same or the towing-path thereof or of any space reserved or intended as a towing-path or paths thereof or to obstruct the course or supply of the water in or to the said canal or in any manner to impede the navigation thereof or the access thereto or to any wharf or wharves adjoining or to injure any of the

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banks or other works of or belonging to the said canal And it shall not be lawful for the Company (except for the purpose of crossing the said canal) to take or interfere with the said canal or any of the lands of the Shropshire Union Company:

In case of obstruction to Navigation Railway Company liable to damages for same.

(5.) If by or by reason or in execution of any of the works by this Act authorised (except as provided by sub-section 2 hereof) or by reason of the mode of construction or of the bad state of repair of such bridge as aforesaid or any of the slopes banks or works of the said railway near the said canal or of any other works by this Act authorised to be constructed or by any act or omission of the Company or any of their agents or servants it shall happen that the said canal or the towing-paths thereof or any of them or any of the works connected therewith shall be so injured or obstructed that boats or other vessels using the same with their usual and accustomed loads shall be obstructed impeded or delayed in their passage along the said canal or shall not be able to pass freely along the same then and in such case the Company shall pay to the Shropshire Union Company as or by way of ascertained damages the sum of twenty-five pounds for every twenty-four hours during which any such obstruction or impediment shall continue and so in proportion for any less period than twenty-four hours and in default of payment of any such sum on demand made on the Company the Shropshire Union Company may sue for and recover the same together with full costs of suit against the Company in any court of competent jurisdiction:

Nothing to prevent other persons suing for damages.

(6.) Provided always that nothing herein contained shall extend to prevent the Shropshire Union Company or any other company or person from recovering against the Company any special further or other damages that may be sustained by the Shropshire Union Company or any other company or person on account of any act or default of the Company in respect of which any sum or sums in the nature of liquidated damages is or are hereby imposed or made payable beyond the amount of such damages:

The springs &c. of the Shropshire Union Company to be preserved.

(7.) Nothing herein contained shall authorise or empower the Company to take away or lessen any springs brooks streams feeders drains waters or watercourses which now are or heretofore have been taken for the use of the Shropshire Union Company or which the Shropshire Union Company are by law empowered to take and make use of for the purposes of the said canal or to prevent or interfere with any of such waters flowing into the said canal or into any feeder or reservoir of the Shropshire Union Company or to take away or obstruct or

in any manner impede the free use of any communication already made between the water of the said canal and any steam engine or take away or prejudice the right of any person to make such communication pursuant to the provisions of the Acts of Parliament relating to the Shropshire Union Company or any of them:

Company not to interfere with the rights of the Canal Company.

(8.) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges powers or authorities vested in the Shropshire Union Company in and by all or any of the several Acts of Parliament now in force relating to the said canal except as is expressly enacted by this Act:

Settlement of disputes.

(9.) Any dispute or difference arising between the Company on the one hand and the Shropshire Union Company or their engineer on the other hand under this section shall be referred to and determined by an engineer to be agreed on between the parties or (if they cannot agree) to be appointed on the application of either party by the Board of Trade and the award of such engineer shall be binding on both parties and the costs of the arbitration shall be in the discretion of such engineer.

For the protection of the Great Western Railway Company.

11. For the protection of the Great Western Railway Company (in this section called "the Great Western Company") the following provisions shall have effect (that is to say):—

Not to enter on lands of Great Western or Nantwich and Market Drayton Railway Companies until plans of proposed works affecting those Companies approved.

(1.) The Company shall not enter upon or interfere with the Wellington and Market Drayton Railway of the Great Western Company or with the Nantwich and Market Drayton Railway (which is worked managed and maintained by the Great Western Company) or any of the lands or works of the Great Western Company or of the Nantwich and Market Drayton Railway Company (hereinafter referred to as "the Nantwich Company") as the case may be or execute any works whatever under over or affecting the same until the Company shall have delivered to the Great Western Company plans drawings and specifications of such intended works and those plans drawings and specifications shall have been approved in writing by an engineer appointed for that purpose by the Great Western Company or in the event of the failure of the said engineer for fourteen days after the delivery of the plans drawings and specifications to approve thereof until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer for the time

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being or in the case of difference by an engineer to be appointed by the Board of Trade:

As to crossing over Nantwich and Market Drayton Railway.

(2.) In constructing the railways or either of them by this Act authorised through or over the land and property of the Great Western Company or of the Nantwich Company the Company shall not deviate from the centre line shown on the deposited plans where Railway No. 4 crosses the Nantwich and Market Drayton Railway without the previous consent in writing of the Great Western Company under their common seal and the Railway No. 4 where the same is intended to cross the Nantwich and Market Drayton Railway shall be carried over that railway and works by means of a bridge of one span of not less than thirty-seven feet on the square and a headway of not less than fourteen feet six inches and such crossing of the said railway and works shall be effected in such a manner as not to injure the stability of the said railway and works in any way whatever and should it be necessary in constructing the said railways 3 and 4 or either of them or in consequence of the construction thereof for the Great Western Company to alter or remove the telegraph posts and wires signal-cabins signals and wires on or connected with the said Wellington and Market Drayton Railway or with the said Nantwich and Market Drayton Railway at or near to the said crossing of the Nantwich and Market Drayton Railway the Company shall bear and on demand pay to the Great Western Company the expense of and connected with such alteration and removal and of restoring the same to their former or placing them in a different position or of substituting other telegraph posts and wires signal-cabins signals and wires therefor:

Company to pay expenses of watchmen during construction of works.

(3.) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of employment by them during the making of the railways by this Act authorised over and adjacent to the Wellington and Market Drayton and Nantwich and Market Drayton Railways or either of them of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching the said railways and works respectively and the conduct of the traffic thereon 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 from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise:

Damages sustained by

(4.) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to

the Great Western Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the works or property of the Nantwich Company or to the traffic on the Wellington and Market Drayton and Nantwich and Market Drayton Railways respectively or to any company or persons using the same or otherwise during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any persons in their employ or of their contractors or otherwise and the Company shall 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 any such act default or omission :

Great Western Company to be repaid.

(5) The Company shall at their sole expense at all times maintain the bridge and other works by which the said Railway No. 4 above described shall be carried over the Nantwich and Market Drayton Railway in substantial repair and good order and condition to the reasonable satisfaction in all respects of an engineer appointed for the purpose by the Great Western Company and if and whenever the Company fail so to do after one months' notice from the Great Western Company for that purpose or in case of urgency the Great Western Company may make and do in and upon as well the land of the Company as their own lands all such works and things as the Great Western Company shall think requisite in that behalf for ensuring such repair and the sum from time to time certified by the said engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the Great Western Company from the Company in any court of competent jurisdiction :

Maintenance of works affecting the Nantwich and Market Drayton and Wellington and Market Drayton Railways.

(6.) In constructing the railways above described the Company shall not in any way obstruct or interfere with the traffic passing along the Wellington and Market Drayton Railway or the Nantwich and Market Drayton Railway and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said railways or either of them so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the Great Western Company the sum of twenty pounds per hour during which any such obstruction or interference shall continue :

Not to interfere with traffic on certain railways.

(7.) Except for the purposes of the crossing by Railway No. 4 of the Nantwich and Market Drayton Railway the Company shall

No land of Great Western Company

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or of Nantwich Company to be taken except for certain works.

not take or acquire any land of the Great Western Company or any lands belonging to the Nantwich Company occupied by the Great Western Company in connection with the Nantwich and Market Drayton Railway or any right in or over such lands respectively and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Western Company or to alter vary or interfere with the Wellington and Market Drayton Railway or with the Nantwich and Market Drayton Railway or with any of the works of the said railways respectively further or otherwise than is necessary for the construction and maintenance of the railways by this Act authorised without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal and with respect to any lands of the Great Western Company or of the Nantwich Company as the case may be which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such crossings junction or otherwise the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Consolidation Act 1845 with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment:

Company to pay for easement.

(8.) The Company shall pay to the Great Western Company or to the Great Western Company and the Nantwich Company or either of them as the case may be by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement:

Arbitration.

(9.) If any dispute or difference shall arise between the Great Western Company and the Company or between the Great Western and Nantwich Companies or either of them and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be

appointed on the application of either party by the President for the time being of the Institution of Civil Engineers in London the costs of such arbitration to be in the discretion of such arbitrator:

Saving rights of Great Western and Nantwich Companies.

(10.) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges or powers of the Great Western Company or of the Great Western and Nantwich Companies or either of them otherwise than is by this Act expressly provided.

For the protection of the Great Western and London and North Western Railway Companies.

12. For the protection of the Great Western Railway Company and London and North Western Railway Company (in this section called "the two Companies") the following provisions shall have effect (that is to say):—

Not to enter upon lands of two Companies or of Great Western Company until plans of proposed works affecting those Companies approved.

(1.) The Company shall not enter upon or interfere with the Shrewsbury and Wellington Railway of the two Companies or any of the lands or works of the two Companies or execute any works whatever under over or affecting the same until the Company shall have delivered to the two Companies plans and drawings and specifications of such intended works and those plans and drawings and specifications shall have been approved in writing by the principal engineer for the time being of the two Companies or in the event of the failure of the said engineer for fourteen days after the delivery of the plans and drawings and specifications to approve thereof until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and specifications and to the reasonable satisfaction of the said engineer or in the case of difference by an engineer to be appointed by the Board of Trade:

As to execution of the railways on lands of the two Companies.

(2.) In constructing the railways or either of them by this Act authorised through or over the land and property of the two Companies the Company shall not deviate from the centre line shown on the deposited plans where Railway No. 3 crosses the railway of the two Companies without the previous consent in writing of the two Companies under their respective common seals and the said Railway No. 3 where the same is intended to cross the railway of the two Companies shall be carried over that railway and works by means of a bridge of one span of not less than forty-eight feet on the square and a headway of not less than fourteen feet six inches and such crossing of the said railway and works shall be effected in such a manner as not to injure the stability of the said railway and

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works in any way whatever and should it be necessary in constructing the said Railway No. 3 or in consequence of the construction thereof for the two Companies to alter or remove the telegraph posts and wires signal-cabins signals and wires on or connected with the said railway at or near to the said crossing the Company shall bear and on demand pay to the two Companies the expense of and connected with such alteration and removal and of restoring the same to their former or placing them in a different position or of substituting other telegraph posts and wires signal-cabins signals and wires therefor:

Company to pay expenses of watchmen during construction of works.

(3.) The Company shall bear and on demand pay to the two Companies the reasonable expense of the employment by them during the making of the railways by this Act authorised over and adjacent to the railway of the two Companies of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their said railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing so far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise:

Damages sustained by two Companies to be repaid.

(4.) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the two Companies all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railways respectively or to any company or persons using the same or otherwise during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any persons in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the two Companies from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission:

Maintenance of works affecting the railway of the two Companies.

(5.) The Company shall at their sole expense at all times maintain the bridge and other works by which the said Railway No 3 shall be carried over the railway of the two Companies in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of the two Companies and if and whenever the Company fail so to do after one month's notice from the two Companies for that purpose or in case of urgency the two Companies may make and do in and upon as well the land of the Company as their own

land all such works and things as the two Companies shall think requisite in that behalf for ensuring such repair and the sum from time to time certified by the said engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the two Companies from the Company in any court of competent jurisdiction:

Not to interfere with traffic on railway of two Companies.

(6.) In constructing the railways above described and by this Act authorised the Company shall not in any way obstruct or interfere with the traffic passing along the railway of the two Companies and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said railway so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the two Companies the sum of twenty pounds per hour during which any such obstruction or interference shall continue:

No land of two Companies to be taken except for certain works.

(7.) Except for the purpose of the crossing of Railway No. 3 the Company shall not take or acquire any land of the two Companies or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the two Companies or to alter vary or interfere with the railway of the two Companies or with any of the works of the said railway further or otherwise than is necessary for the construction and maintenance of the Railway No. 3 by this Act authorised without the consent in writing in every instance for that purpose first had and obtained of the two Companies under their respective common seals and with respect to any lands of the two Companies which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such crossing or otherwise the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Consolidation Act 1845 with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment:

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Company to pay for easement.

(8.) The Company shall pay to the two Companies by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement:

Arbitration.

(9.) If any dispute shall arise between the two Companies and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the president for the time being of the Institution of Civil Engineers in London the costs of such arbitration to be in the discretion of such arbitrator:

Saving rights of two Companies.

(10.) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges or powers of the two Companies otherwise than is by this Act expressly provided.

Company to open for traffic the junction with the Shrewsbury and Wellington Railway at a certain period.

13. Before the Company open for traffic the Shrewsbury Separate Undertaking or any part thereof the junction between their railway and the Shrewsbury and Wellington Railway of the Great Western and London and North Western Railway Companies and the sidings and other works and conveniences connected therewith authorised by the Shrewsbury and Potteries Junction Railway Act 1865 shall be reconstructed and thereafter maintained at the expense of the Company and the Company shall open the same for traffic simultaneously with the said Shrewsbury Separate Undertaking or any part thereof.

Constitution of separate undertakings.

14. The Railways No. 1 and No. 2 by this Act authorised and so much of the Railway No. 3 by this Act authorised as will lie between its commencement as shown on the deposited plans and a point 13 chains from such commencement measured along the centre line of the said railway as shown on the deposited plans together with (when the same shall be respectively vested in the Company) so much of the Potteries Railway as is not abandoned under this Act and the additional lands described in the section of this Act whereof the marginal note is "Power to purchase additional lands" are by this Act constituted a separate undertaking of the Company and shall be called "the Shrewsbury Separate Undertaking" and the Railway No. 4 by this Act authorised and so much of Railway No. 3 by this Act authorised as is not included in the Shrewsbury Separate Undertaking are by this Act constituted a separate undertaking of

the Company and shall be called "the Market Drayton Separate Undertaking." A.D. 1888.

Capital.

15. The capital of the Company shall not exceed six hundred and fifty thousand pounds and of the said capital a sum not exceeding three hundred and fifty thousand pounds shall be the separate capital of the Shrewsbury Separate Undertaking and is hereinafter referred to as "the Shrewsbury Separate Capital" and the sum of three hundred thousand pounds shall be the separate capital of the Market Drayton Separate Undertaking and is hereinafter referred to as "the Market Drayton Separate Capital."

The Shrewsbury Separate Capital shall consist of fully paid-up stock to such nominal amount not exceeding three hundred and fifty thousand pounds as it may be necessary or convenient for the Company to create and issue for the purposes of and in accordance with the scheduled agreement and the Market Drayton Separate Capital shall consist of thirty thousand shares of ten pounds each. The certificates of all shares or stock in either capital shall on the face of them specify of which separate capital such shares or stock form part.

Shares not to be issued until one-fifth paid.

16. Subject to the provisions of the last preceding section as to fully paid-up stock the Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

Calls.

17. One-fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

18. If any money is payable to a shareholder 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 divide shares.

19. Subject to the provisions of this Act the Company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the proprietors of the Market Drayton Separate Undertaking specially convened for the purpose may from time to time divide any share in the Market Drayton Separate Capital into half-shares of which one shall be called "Market Drayton preferred half-share" and the other shall be called "Market Drayton deferred half-share" but the Company shall not so divide any share under the authority of this Act unless and until

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not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half-share (being the whole of the amount payable thereon) and the residue to the credit of the preferred half-share.

Dividends on half-shares.

20. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half-shares in manner following (that is to say) first in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half-share and the remainder (if any) in payment of dividend on the deferred half-share and the Company shall not pay any greater amount of dividend on the two half-shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on preferred shares to be paid out of the profits of the year only.

21. Each preferred half-share shall be entitled out of the profits of each year of the Market Drayton Separate Undertaking to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half-share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits of the Market Drayton Separate Undertaking available for the payment of the full amount of dividend on any preferred half-share for that year no part of the deficiency shall be made good out of the profits of that undertaking of any subsequent year or out of any other funds of the Company.

Half-shares to be registered and certificates issued.

22. Forthwith after the creation of any half-shares the same shall be registered by the directors and each half-share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half-shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half-share until the certificate of the existing entire share shall be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated on certificates.

23. The terms and conditions on which any preferred half-share or deferred half-share created under this Act is issued shall be stated on the certificate of each such half-share.

Forfeiture of preferred shares.

24. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half-shares created under the authority of this Act and every such preferred half-share shall for that purpose be considered an entire share distinct from the corresponding deferred half-share and until any forfeited preferred half-share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred shares not to be cancelled or surrendered.

25. No preferred half-share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half-shares to be half-shares in capital.

26. The several half-shares under this Act shall be half-shares in the Market Drayton Separate Capital of the Company and every two half-shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions hereinbefore contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to borrow.

27. The Company may from time to time borrow on mortgage of their separate undertakings respectively any sums not exceeding in the whole as regards the Shrewsbury Separate Undertaking one hundred thousand pounds and as regards the Market Drayton Separate Undertaking one hundred thousand pounds.

The said sum of one hundred thousand pounds to be borrowed in respect of the Shrewsbury Separate Undertaking or any part thereof may be borrowed by the Company when and so soon as the Potteries Railway shall have been transferred to and vested in the Company under the provisions of this Act and of the Act of 1881.

Of the said sum of one hundred thousand pounds to be borrowed in respect of the Market Drayton Separate Undertaking the Company may borrow not exceeding in the whole seventy thousand pounds in respect of the first two hundred and ten thousand pounds and not exceeding in the whole thirty thousand pounds in respect of the remaining ninety thousand pounds of the Market Drayton Separate Capital but no part of the said sum of one hundred thousand pounds shall be borrowed until the whole portion of capital in respect of which it is to be borrowed is 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 the whole of such portion of capital has been issued and accepted and that

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one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

For appointment of a receiver.

28. The mortgagees of either of the separate undertakings 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 of the tolls and revenues of the undertaking on which their respective mortgages are charged.

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 five thousand pounds.

Debenture and debenture stock holders in Shrewsbury Separate Undertaking may attend meetings and vote &c.

29. Every holder of mortgages or debenture stock in the Shrewsbury Separate Undertaking shall be entitled to be present and vote at any meeting of the Company as if he were a holder of stock of the same nominal amount in the Shrewsbury Separate Capital and shall for all purposes of this Act be deemed a proprietor of the said undertaking.

Debenture stock.

30. The Company may create and issue debenture stock in each or either of their separate undertakings subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act and affecting the same undertaking shall subject to the provisions of any subsequent Act rank pari passu as against that undertaking (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock or mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

31. All moneys raised under this Act whether by shares in or by debenture stock or mortgages of either separate undertaking of the

Company shall be applied only for the purposes of that undertaking being in all cases purposes to which capital is properly applicable (that is to say) :—

(A.) Money raised by debenture stock or mortgages charged upon the Shrewsbury Separate Undertaking shall be applied only in payment of the purchase-money or consideration for and the expenses of the purchase of the Potteries Railway and in putting so much of that railway as shall not be abandoned under this Act into efficient and complete working order fit for passenger and goods traffic and in purchasing lands for the purposes of that separate undertaking and constructing the railways and portion of railway by this Act declared to be part of that separate undertaking and in providing rolling and working stock and plant for that separate undertaking and in payment of the costs charges and expenses of applying for obtaining and passing this Act (subject to the recoupment out of moneys raised for the purposes of the Market Drayton Undertaking of such proportion of the said costs charges and expenses as shall be resolved and determined in that behalf as hereinafter provided) and otherwise for purposes of the Shrewsbury Separate Undertaking :

(B.) Money raised by shares in the Market Drayton Separate Capital or debenture stock or mortgages charged upon the Market Drayton Separate Undertaking shall be applied only for purposes of that undertaking and in payment of such proportion of the costs charges and expenses of applying for obtaining and passing this Act as shall be resolved and determined in that behalf as hereinafter provided.

Further provisions as to separate undertakings.

32. The following further provisions in relation to the separate undertakings of the Company shall have effect (that is to say) :—

(1.) The proprietors of each separate undertaking of the Company shall at meetings of the respective proprietors specially called for the purpose with notice of the object of the meetings before any or any part of the railways constituting the Market Drayton Separate Undertaking by this Act authorised are or is opened for public traffic resolve and determine—

(A.) What proportion of the costs charges and expenses of applying for obtaining and passing of this Act shall be borne by the Market Drayton Separate Undertaking and recouped out of moneys raised for the purposes of that undertaking to the capital of the Shrewsbury Separate Undertaking :

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(B.) What proportions of the general charges of the Company or what annual or other sums in lieu thereof shall be paid and borne out of the revenue of the Shrewsbury Separate Undertaking and out of the revenue of the Market Drayton Separate Undertaking respectively and the same shall thenceforth be paid accordingly out of the revenue of the respective undertaking:

(C.) What limitation (if any) there shall be of dividends upon the Shrewsbury Separate Capital or any part thereof or upon the Market Drayton Separate Capital or any part thereof and in what manner and to what purposes any surplus profits of the Shrewsbury Separate Undertaking or (as the case may be) of the Market Drayton Separate Undertaking after paying such dividends shall be applied and what special allowances (if any) shall be made by either undertaking to the other: and

(D.) Whether the expenses of maintaining and working each separate undertaking shall be borne and paid by the Company out of the revenue of that undertaking solely or in part and if so to what extent out of the revenue of the other separate undertaking and the same shall thenceforth be borne and paid accordingly If any difference arise between the proprietors of one of the separate undertakings and the proprietors of the other separate undertaking as to any matter mentioned in this sub-section (1) the same shall be determined by an arbitrator to be appointed by the Board of Trade whose decision shall be final and binding on the Company and on the proprietors of the separate undertakings respectively:

(2.) The Company shall keep separate and distinct accounts of their receipts credits payments and liabilities on account of the Shrewsbury Separate Capital and revenue and of the Market Drayton Separate Capital and revenue respectively:

(3.) The Company shall apply the revenue arising from each separate undertaking as follows:—

(A.) In payment of the proportion of the expenses properly attributable to the working of such separate undertaking:

(B.) In payment of any rent-charges for land on such separate undertaking:

(C.) In payment of the interest on all mortgages or debenture stock granted or issued by the Company on or in respect of such separate undertaking:

(D.) In payment of dividends on the separate capital of such undertaking or upon so much thereof as may be from time to time paid up at such rate as shall be attached thereto by the Company as aforesaid:

(E.) To such purposes as the Company may have determined as hereinbefore provided to apply the surplus profits of such separate undertaking:

(4.) All mortgages or debenture stock to be granted or issued by the Company in respect of the separate capital of either undertaking under the powers of this Act shall be a charge exclusively upon the separate undertaking in respect of the capital of which such mortgages are granted or such debenture stock is issued and shall not comprise or affect any other property or undertaking of the Company:

(5.) The mortgages and certificates of debenture stock from time to time granted or issued by the Company in respect of either undertaking shall on the face thereof distinctly denote that each such mortgage is a mortgage only upon or (as the case may be) that such debenture stock is issued only in respect of that undertaking:

(6.) Shares and stock in the separate capital of either undertaking shall not confer on holders thereof any right of voting or interference at any meeting of the Company upon or in relation to any matters exclusively affecting the other undertaking:

(7.) Shares and stock in the separate capital of either undertaking shall be entitled to dividends (not exceeding such maximum rate as shall be attached thereto by the Company as aforesaid) only out of the profits of that undertaking applicable for dividend and the certificates of such shares or stock shall distinctly denote that such shares or stock are entitled to dividends (at such rate as aforesaid) only out of those profits:

(8.) It shall not be lawful for the holders of shares or stock in the separate capital of either undertaking to interfere with the expenditure of capital of the other undertaking or in any other matter exclusively affecting that separate undertaking or its separate capital.

First ordinary meeting.

33. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Number of directors.

34. The number of directors shall be six and of that number after the issue of any part of the Market Drayton Separate Capital three shall always be elected by the proprietors of and shall represent the Shrewsbury Separate Undertaking and three shall always be elected

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by the proprietors of and shall represent the Market Drayton Separate Undertaking.

Qualification of directors.

35. The qualification of a director shall be the possession in his own right of

(A.) Before the issue of any part of the Market Drayton Separate Capital—

Stock mortgages or debenture stock in the Shrewsbury Separate Undertaking or partly one and partly any other or others of them of not less than five hundred pounds in the whole; and

(B.) After the issue of any part of the Market Drayton Separate Capital—

Not less than as regards a director representing the Shrewsbury Separate Undertaking stock mortgages or debenture stock in the Shrewsbury Separate Undertaking or partly one and partly any other or others of them of not less than five hundred pounds in the whole or as regards a director representing the Market Drayton Separate Undertaking fifty shares in the Market Drayton Separate Capital.

Quorum.

36. The quorum of a meeting of directors shall be three.

First directors.

37. Sir Richard Dansey Green-Price Baronet James Inman John Parson Smith Richard Taylor and two other duly qualified persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company.

As to retirement &c. of directors before issue of Market Drayton Separate Capital.

38. The following provisions shall have effect with reference to the retirement of directors and the election of new directors until some part of the Market Drayton Separate Capital shall have been issued but no longer:

The directors appointed by this Act and nominated as aforesaid shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the holders of stock in the Shrewsbury Separate Capital present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the holders of the said stock present in person or by proxy shall elect persons to supply the places of the directors then retiring from office agreeably to the provisions

of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

As to retirement &c. of directors after issue of Market Drayton Separate Capital.

39. From and after the issue of any part of the Market Drayton Separate Capital the following provisions as to the retirement of directors and the election of new directors shall have effect:

At the next ordinary meeting of the Company (whether such meeting be the first ordinary meeting after the passing of this Act or any subsequent meeting) all the then directors of the Company shall retire from office and the holders of stock in the Shrewsbury Separate Undertaking present in person or by proxy shall elect three directors to represent that undertaking and the shareholders of the Market Drayton Separate Undertaking present in person or by proxy shall elect three directors to represent that undertaking the directors retiring from office being (if qualified) eligible for re-election as directors to represent either undertaking:

At the first ordinary meeting to be held in every subsequent year one of the directors representing each undertaking shall retire from office and the stockholders or as the case may be shareholders of that undertaking present in person or by proxy shall elect a person to supply the place of the director representing that undertaking then retiring from office and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors of the Company and to represent the undertakings by whose shareholders they were elected until others are elected in their stead in manner provided by this Act.

Lands for extraordinary purposes.

40. The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 being purposes of the Market Drayton Undertaking any quantity of land not exceeding five acres but nothing in this Act shall exonerate the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused by them on any land taken under the powers of this section.

Period for compulsory purchase of lands.

41. 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.

Inclination of roads.

42. In altering for the purposes of this Act the public carriage road on the deposited plans of railway No. 3 numbered 49 in the

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parish of Shawbury the Company may make the same of any inclination not steeper than one in twenty on the north-west side.

Height and span of bridges.

43. The Company may make the arches of the bridges for carrying the railways over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say) :—

Number on deposited Plan.	Parish.	Description of Road.	Height.	Span.
		Railway No. 3.		
49	Shawbury - -	Public carriage road -	15 feet	25 feet
		Railway No. 4.		
26	Moreton Say -	Public carriage road -	15 feet	20 feet
4	Drayton-in-Hales -	Public carriage road -	15 feet	25 feet
47	Drayton-in-Hales -	Public carriage road -	15 feet	25 feet

Widths of certain roadways.

44. The Company may make the roadway over the bridges by which the following roads will be carried over the railways of such width between the fences thereof as the Company think fit not being less than the respective widths hereinafter mentioned in connection therewith respectively (that is to say) :—

Number on Plan.	Parish.	Description of Roadway.	Width of Roadway.
		Railway No. 3.	
37	Holy Cross and St. Giles -	Public carriage road -	20 feet
10A	Uffington - -	Public carriage road -	25 feet
13	Hodnet - - -	Public carriage road -	25 feet
		Railway No. 4.	
4 9	Moreton Say - - Drayton-in-Hales -	Public carriage road -	25 feet

Power to divert roads as shown on deposited plans.

45. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say) :—

Railway.	Parish.	No. of Road on Plan.
No. 3	Uffington - - - -	13
No. 3	St. Alkmond - - -	3
No. 3	Uffington (Haughmond Demesne) -	19
No. 3	Shawbury - - - -	29
No. 4	Drayton-in-Hales - - -	26
No. 4	Drayton-in-Hales - - -	47

And when and so soon as each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company.

Power to purchase additional lands.

46. Subject to the provisions of this Act the Company may in addition to the lands which they are by this Act authorised to enter upon take and use for the purposes of the railway and works by this Act authorised for all or any of the purposes of their Shrewsbury Separate Undertaking enter upon take hold and use the whole or any part or parts of the lands in the parishes of Holy Cross and St. Giles in the county of Salop next hereinafter mentioned and shown on the deposited plans and described in the deposited books of reference (that is to say) :—

A piece of land abutting towards the north on Abbey Foregate and towards the east on the Abbey Station Yard;

A piece of land with the houses thereon abutting towards the western and southern sides on the Abbey Station and Yard and towards the north on Abbey Foregate.

Power to take easements &c. by agreement.

47. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent charges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Restriction on displacing persons of the labouring class.

48. The Company shall not under the powers of this Act without the consent of the Local Government Board purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or

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more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

The expression "labouring class" in this section includes 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 such persons who may be residing with them.

Deposit money not to be repaid except so far as railway is opened.

49. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter 20 a sum of thirteen thousand and fifty-six pounds six shillings and three pence Three Pounds per Centum Consolidated Bank Annuities being equal at the price at which the same were purchased to five per centum upon the amount of the estimate in respect of the new railways and works by this Act authorised has been transferred into the name of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in respect of the application to Parliament for this Act and such annuities have under the provisions in that behalf contained in the National Debt (Conversion) Act 1888 been converted into a like amount of two pounds fifteen shillings per cent. Consolidated Stock whereof one thousand five hundred and fifty-three pounds three shillings and four pence represents the Shrewsbury Separate Undertaking and is referred to in this Act as "the Shrewsbury Deposit Fund" and eleven thousand five hundred and three pounds two shillings and eleven pence represents the Market Drayton Separate Undertaking and is referred to in this Act as "the Market Drayton Deposit Fund" Be it enacted that notwithstanding anything contained in the said Act the Shrewsbury Deposit Fund or (as the case may be) the Market Drayton Deposit Fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railways included in the Shrewsbury Separate Undertaking or (as the case may be) in the Market Drayton Separate Undertaking open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railways included in the Shrewsbury Separate Undertaking or (as the case may be) in the Market

Drayton Separate Undertaking for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the respective deposit fund which bears to the whole of such deposit fund the same proportion as the length of the railways included in the respective undertaking so opened bears to the entire length of the railways included in the respective undertaking the High Court of Justice in England shall on the application of the depositors or the majority of them order the portion of the respective deposit fund specified in the certificate to be paid or transferred to them or as they shall direct And the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

50. If the Company do not previously to the expiration of the period limited for the completion of the new railways by this Act authorised and included in the Shrewsbury Separate Undertaking or (as the case may be) in the Market Drayton Separate Undertaking complete and open the same for the public conveyance of passengers then and in every such case the Shrewsbury Deposit Fund or (as the case may be) the Market Drayton Deposit Fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof included in the respective undertaking or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the respective deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the respective deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Court if the Company is insolvent and has been ordered to be

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wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof Provided that until the respective deposit fund has been repaid to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for completion of works.

51. If the new railways included in either separate undertaking of the Company are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Tolls for passengers and animals:

52. The Company may demand and take in respect of the use of the railways any tolls not exceeding the following (that is to say):—

In respect of passengers and animals conveyed on the railways—

Class 1. For every person conveyed in a first-class carriage per mile two pence:

Class 2. For every person conveyed in a second-class carriage per mile one penny halfpenny:

Class 3. For every person conveyed in a third-class carriage per mile one penny:

Class 4. For every horse mule or ass or other beast of draught or burden conveyed in or upon any carriage per mile two pence:

Class 5. For every ox cow bull or head of neat cattle conveyed in or upon any carriage per mile one penny halfpenny:

Class 6. For every calf pig sheep or lamb or other small animal conveyed in or upon any carriage per mile one halfpenny:

For goods.

In respect of goods conveyed on the railways—

Class 7. For all coals coke culm slack cannel cinders lime limestone sand clay (except fire clay) chalk dung compost and all sorts of common manure and all undressed materials for the repair of highways clay ironstone and iron ore per ton per mile one penny:

Class 8. For all pig iron bar iron and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise guano and artificial manures undressed stones for building pitching and paving bricks tiles common slates fire clay charcoal bats

copper tin lead and other ores per ton per mile one penny halfpenny :

Class 9. For all sugar grain corn flour potatoes hides (dried and salted) dyewoods timber staves and deals metals (except iron) tinned plates nails anvils vices hoop-iron sheet-iron and chains per ton per mile two pence :

Class 10. For lace furs silk drapery millinery china glass cotton wool manufactured goods drugs and all other wares merchandise fish articles matters or things per ton per mile three pence :

In respect of carriages conveyed on the railways—

Class 11. For every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton carried or conveyed on a truck or platform belonging to the Company if having more than two wheels per mile four pence and if having only two wheels per mile three pence and for every additional quarter of a ton up to four tons which any such carriage weighs one penny per mile in addition if such carriage have more than two wheels and three farthings per mile in addition if the the same have only two wheels.

Tolls for carriages &c.

53. For carriages supplied by the Company the Company may (in addition to the other tolls by this Act authorised) demand or take for or in respect of goods articles matters or things persons or animals comprised in any of the classes hereinbefore specified any tolls not exceeding the tolls next hereinafter mentioned in connection with the class in which such goods articles matters or things persons or animals are respectively comprised (to wit) :—

For Class 1 for each person per mile one penny :
For Class 2 for each person per mile three farthings :
For Class 3 for each person per mile one halfpenny :
For Class 4 for each animal per mile one penny :
For Class 5 for each animal per mile one penny :
For Class 6 for each animal per mile one halfpenny :
For Class 7 per ton per mile one halfpenny :
For Class 8 per ton per mile one halfpenny :
For Class 9 per ton per mile three farthings :
For Class 10 per ton per mile one penny :
For Class 11 for each carriage per mile two pence.

Tolls for propelling power.

54. The toll which the Company may demand for the use of engines for propelling carriages on the railways shall not exceed one penny per mile for each passenger or animal or for each ton of goods in addition to the several other tolls or sums by this Act authorised to be taken.

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Regulations as to tolls.

55. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say):—

Short distances.

For all passengers animals or goods conveyed on the railways for a less distance than three miles the Company may demand tolls and charges as for three miles:

Fractional parts of a mile.

For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile:

Fractional parts of a ton.

For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton:

General weight.

With respect to all articles except stone and timber the weight shall be determined according to the imperial avoirdupois weight:

Weight of stone and timber.

With respect to stone and timber fourteen cubic feet of stone forty cubic feet of oak mahogany teak beech or ash and fifty cubic feet of any other timber shall be deemed one ton weight and so in proportion for any smaller quantity.

Tolls for small parcels and articles of great weight.

56. With respect to small parcels not exceeding five hundred pounds in weight and single articles of great weight notwithstanding anything in this Act the Company may demand and take any tolls not exceeding the following (that is to say):—

For the carriage of small parcels on the railways:

For any parcel not exceeding seven pounds in weight three pence:

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight five pence:

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight seven pence:

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight nine pence:

For any parcel exceeding fifty-six pounds and not exceeding one hundred pounds in weight one shilling and six pence and for every additional one hundred pounds weight beyond one hundred pounds weight up to five hundred pounds weight nine pence:

For any parcel exceeding five hundred pounds in weight the Company may demand and take any sum they think fit:

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages:

For the carriage of any single article the weight of which including the carriage exceeds four tons but does not exceed eight tons the Company may demand and take any sum not exceeding six pence a ton a mile:

For the carriage of any single article the weight of which with the carriage exceeds eight tons the Company may demand and take any sum they think fit.

Maximum rates for passengers.

57. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railways including the tolls for the use of the railways and for carriages and locomotive power and every other expense incidental to such conveyance shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage the sum of three pence per mile:

For every passenger conveyed in a second-class carriage the sum of two pence per mile:

For every passenger conveyed in a third-class carriage the sum of one penny per mile.

Maximum rates for animals and goods.

58. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railways including the tolls for the use of the railways and for waggons or trucks and locomotive power and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading of goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say):—

Class 4. For each animal four pence per mile:

Class 5. For each animal two pence per mile:

Class 6. For every calf or pig one penny per mile and for every other small animal three farthings per mile:

Class 7. One penny halfpenny per ton per mile:

Class 8. Two pence per ton per mile:

Class 9. Three pence per ton per mile:

Class 10. Four pence per ton per mile:

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Class 11. For every carriage if having more than two wheels and not weighing more than one ton and a half five pence and one penny farthing for every additional quarter of a ton and if having only two wheels four pence per mile and one penny for every additional quarter of a ton.

Tolls for separate waggons.

59. Provided also that when a separate waggon or truck shall be retained by one person for the conveyance only of cattle or sheep belonging to him or under his charge the aggregate of the tolls to be paid for such waggon or truck capable of containing six oxen or twenty-five sheep and not containing more than that number shall not exceed nine pence per mile.

Passengers' luggage.

60. Every passenger travelling upon the railways may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Terminal station.

61. No station shall be considered a terminal station in regard to any goods conveyed on the railways unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

62. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railways.

Company may take increased charges by agreement.

63. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof either by reason of any special service performed by the Company in relation thereto or in respect to the conveyance of animals and goods (other than small parcels) by passenger trains.

Power to use other railways.

64. The Company and any company or persons for the time being working or using the railways of the Company or any part thereof either by agreement or otherwise may run over and use with their engines carriages and waggons officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of their traffic of every description so much of the railways of the North Staffordshire Railway Company as lies between the junction with that Company's railway of the Railway No. 4

by this Act authorised and the Stoke-upon-Trent Station including that station And all other stations roads platforms points signals water water engines engine sheds standing room for engines booking offices and other offices warehouses sidings junctions machinery works and conveniences of and connected with the said portions of the railways of the North Staffordshire Railway Company and stations and as regards traffic conveyed by them the Company may demand and take the same tolls and charges upon and in respect of the said portions of railway and stations as are now authorised to be taken upon and in respect of such portions of railway and stations and the terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other consideration to be paid by the Company or any such other company or persons as aforesaid for and in respect of the use of the said portions of railway stations works and conveniences shall be such as are from time to time agreed upon between them and the North Staffordshire Railway Company or failing agreement as may from time to time be determined in manner provided by the Regulation of Railways Act 1873 with respect to differences between railway companies.

Power to use part of Cambrian Railways.

65. The Company may run over and use with their engines carriages and waggons officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of their traffic of every description so much of the railways of the Cambrian Railways Company as lies between their Llanymynech and Oswestry stations and all stations (including the Llanymynech and Oswestry stations) roads platforms points signals water water engines engine sheds standing room for engines booking offices and other offices warehouses sidings junctions machinery works and conveniences of and connected with the said portion of railway and stations and as regards traffic conveyed by them the Company may demand and take the same tolls and charges upon and in respect of the said portion of railway and stations as are now authorised to be taken upon and in respect of such portion of railway and stations and the terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other consideration to be paid by the Company for and in respect of the use of the said portion of railway stations works and conveniences shall be such as are from time to time agreed upon between them and the Company owning the said portion of railway stations works and conveniences or failing agreement as may from time to time be determined in manner provided by the Regulation of Railways Act 1873 with respect to differences between railway companies.

Power to Cambrian Railways

66. The Cambrian Railways Company may run over and use with their engines carriages and waggons officers and servants

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Company to use Potteries Railway.

whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of their traffic of every description the Potteries Railway including the Abbey Station at Shrewsbury and the junction with the Shrewsbury and Wellington Joint Railway and all railways made or to be made by the Company between those points and Redhill and all stations roads platforms points signals water water engines engine sheds standing room for engines booking offices and other offices warehouses sidings junctions machinery works and conveniences of and connected with the said railways and stations and as regards traffic conveyed by them the Cambrian Railways Company may demand and take the same tolls and charges upon and in respect of the said railways and stations as are by this Act authorised to be taken upon and in respect of the railways by this Act authorised and stations thereon and the terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other consideration to be paid by the Cambrian Railways Company for and in respect of the use of the said railways stations works and conveniences shall be such as are from time to time agreed upon between them and the Company or failing agreement as may from time to time be determined in manner provided by the Regulation of Railways Act 1873 with respect to differences between railway companies.

Power to North Staffordshire Railway Company to use new railways.

67. The North Staffordshire Railway Company may run over and use with their engines carriages and waggons officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of their traffic of every description the railways by this Act authorised and the Abbey Foregate Station at Shrewsbury and all stations roads platforms points signals water water engines engine sheds standing room for engines booking offices and other offices warehouses sidings junctions machinery works and conveniences of and connected with the said railways and stations and as regards traffic conveyed by them the North Staffordshire Railway Company may demand and take the same tolls and charges upon and in respect of the said railways and stations as are by this Act authorised to be taken upon and in respect of the railways by this Act authorised and stations thereon and the terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other consideration to be paid by the North Staffordshire Railway Company for and in respect of the use of the said railways stations works and conveniences shall be such as are from time to time agreed upon between them and the Company or failing agreement as may from time to time be determined in manner provided by the Regulation of Railways Act 1873 with respect to differences between railway companies.

Power to enter into working agreements.

68. The Company and the North Staffordshire Railway Company (hereinafter called "the two Companies") may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into and carry into effect and rescind agreements with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance by the North Staffordshire Railway Company of the railways and works of the Company or any part or parts thereof respectively:

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the railways of the two Companies or either of them:

The supply and maintenance under any agreement for the railways of the Company being worked and used by the North Staffordshire Railway Company of engines stock plant and machinery necessary for the purposes of any such agreement:

The fixing collection payment appropriation apportionment and distribution of the tolls rates charges income and profits arising from the respective railways and works of the two Companies or either of them or any part thereof:

The employment of officers and servants:

The appointment of joint committees for the purposes of any such agreements.

Tolls on traffic conveyed partly on the railways and partly on other railways.

69. During the continuance of any agreement to be entered into under the provisions of this Act for the use of the railways of the Company or any part thereof by the North Staffordshire Railway Company and during the exercise of the running powers by this Act conferred upon the Company or upon the North Staffordshire Railway Company or upon the Cambrian Railways Company the railways of the Company and of the Company so working or using the same or over whose railways or by whom such running powers are exercised as the case may be shall for the purpose of short distance 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 railways of the Company and partly on such other railways for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three 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 three 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 railways of the Company and partly on such other railways.

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Classification table to be open to inspection and copies to be sold.

70. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

Terminal charges (if any) to be specified on application.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railways render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railways shall be distinguished from the terminal charges (if any) and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified.

Penalty.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act 1873.

As to payment of interest out of capital.

71. Notwithstanding anything contained in the Companies Clauses Consolidation Act 1845 the Company may out of any moneys by this Act authorised to be raised pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to the shareholders in the Market Drayton Separate Capital of the Company on the amount from time to time paid up on the shares in that capital allotted to or held by them respectively from the respective times of such payments until the expiration of the time by this Act limited for the completion of the works by this Act authorised or such less period as the directors may determine subject to the following conditions (that is to say) :—

(A.) The aggregate amount to be so paid in interest (in this Act called "the interest capital") shall not exceed thirty thousand pounds in amount and shall be deemed to be an addition to the amount of the Market Drayton Separate Capital by this Act authorised to be raised :

(B.) No such interest shall accrue due to any shareholder until the Company have obtained a certificate of the Board of Trade to the effect that two-thirds of the share capital by this Act authorised in respect of which such interest is to be paid have

been issued and accepted and are held by the shareholders who or whose executors administrators successors or assigns are legally liable for the same:

(c.) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear:

(d.) Every prospectus advertisement or other document of the Company inviting subscriptions for shares in the Market Drayton Separate Capital and every certificate of shares in that capital shall contain a notice that the Company have power so to pay interest or dividend:

(e.) The half-yearly accounts of the Company shall show the amount of the capital on which and the rate at which such interest or dividend has been paid:

And the Company shall not except as aforesaid out of any money by this Act authorised to be raised pay interest or dividend 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.

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

Provision as to general railway Acts.

73. Nothing in this Act contained shall exempt the Company or the railways 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 this Act.

Costs of Act.

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

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The SCHEDULE referred to in the foregoing Act.

This Indenture made the fourteenth day of March one thousand eight hundred and eighty-eight between Alexander Young the liquidator appointed under the Potteries Shrewsbury and North Wales Winding-up Act 1881 (hereinafter called "the liquidator") of the one part and Sir Richard Dansey Green-Price Baronet of the Poplars Kingsland Shrewsbury and James Inman of the Junior United Service Club London and John Parson Smith of Bank Chambers Market Street Shrewsbury promoters of a Bill to incorporate the Shropshire Railways Company to empower them to acquire the Potteries Shrewsbury and North Wales Railway and to construct further railways and for other purposes (hereinafter called "the promoters") of the other part.

Whereas the liquidator has agreed to sell and the promoters have agreed to purchase the undertaking of the Potteries Company as defined in section 2 of the said Act of 1881 Now these presents witness and the liquidator and the promoters do mutually covenant as follows:—

1. If no Act of Parliament be passed confirming these presents and making the same binding in the present session of Parliament these presents shall be null and void.

2. These presents shall not be personally binding upon the promoters their executors or administrators or any of them after the same shall have become binding upon the Shropshire Railways Company incorporated by Parliament which Company is hereinafter referred to as "the new Company."

3. The liquidator shall sell and the new Company shall purchase the undertaking of the Potteries Company on the terms and subject to the conditions hereinafter expressed.

4. The purchase-money to be paid by the new Company to the liquidator shall be such a sum in money or such an amount of fully paid up stock in the Shrewsbury Separate Undertaking of the new Company as will satisfy all claims under sub-sections (1) and (2) of section 8 of the said Act of 1881 and in addition thereto such an amount of fully paid up stock in the Shrewsbury Separate Undertaking of the new Company as will enable the liquidator to pay in such stock at the par value thereof the maximum percentages mentioned in sub-sections 3 4 5 6 and 7 of section 8 of the Act of 1881.

5. The purchase is to be completed within six months of the passing of the Act or such further time as the liquidator shall allow and upon payment of the purchase-money the undertaking of the Potteries Company shall vest in the new Company but the new Company shall not be ound to see to the application or be liable for the misapplication or non-application of any part of the purchase-money.

6. These presents are conditional on the sanction of the Court being obtained thereto by the said liquidator.

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first above written.

One part executed as follows :—

Signed sealed and delivered by the above-named Alexander Young in the presence of

THOMAS MARKBY
57 Coleman Street E.C.
Solicitor.

A. YOUNG. L.S.

Another part executed as follows :—

Signed sealed and delivered by the above-named Sir Richard Dansey Green-Price in the presence of

W. MORRIS Jr.
6 Old Jewry London
Solicitor.

RICH$^{D.}$ D. GREEN-PRICE. L.S.

Signed sealed and delivered by the above-named John Parson Smith in the presence of

G. DAVIES
23 Chester Street
Shrewsbury
Merchant's Clerk.

JNO. PARSON SMITH. L.S.

Signed sealed and delivered by the above-named James Inman in the presence of

GEO. CLIFFORD
Manager
36 Strand W.C.
London.

J. INMAN. L.S.

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