ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cccii.

An Act for authorizing certain Arrangements between the *Much Wenlock and Severn Junction* Railway Company, and *Wenlock* Railway Company, and the *Great Western* Railway Company; and for extending the Time for the compulsory Purchase of Property required for the *Wenlock* Railway; and for other Purposes.

[29th *July* 1864.]

WHEREAS by "The *Much Wenlock and Severn Junction* Railway Act, 1859," in this Act called "the Act of 1859," the *Much Wenlock and Severn Junction* Railway Company were incorporated, and were empowered to make a Railway from *Much Wenlock* to the *Severn Valley* Railway and to the River *Severn*, and were authorized to raise Twenty-four thousand Pounds by Shares, and Eight thousand Pounds by borrowing: And whereas by "The *Much Wenlock and Severn Junction* Railway Act, 1862," in this Act called "the Act of 1862," the *Much Wenlock and Severn Junction* Railway Company were authorized to raise the further Sums of Thirty-four thousand Pounds by Shares, and Eight thousand Pounds by borrowing, of which Sum of Thirty-four thousand

22 & 23 Vict. c. xxvi.

25 & 26 Vict. c. xiv.

Pounds Ten thousand Pounds Part thereof is authorized to be raised for the Purpose of a Contribution to the *Wenlock* Railway, in addition to the Subscription herein-after mentioned: And whereas the aggregate Sums of Money which the *Much Wenlock and Severn Junction* Railway Company (exclusive of their authorized Contributions to the *Wenlock* Railway) are empowered to raise are Forty-eight thousand Pounds by Shares of Ten Pounds each, and Sixteen thousand Pounds by borrowing: And whereas the *Much Wenlock and Severn Junction* Railway Company were authorized by the Act of 1862 to create a separate Capital to the Extent of Twenty thousand Pounds, to be charged on the *Coalbrookdale* Extension, and to be entitled to Dividend out of the Profits of that Extension to the Extent of Four Pounds Ten Shillings *per Centum per Annum*, and they have accordingly created and issued Shares in manner so authorized, and such Sum of Twenty thousand Pounds is in addition to the Sum of Forty-eight thousand Pounds before mentioned: And whereas by "The *Wenlock* Railway Act, 1861," in this Act called "the Act of 1861," the *Wenlock* Railway Company were incorporated, and were authorized to make a Railway in extension of the *Much Wenlock and Severn Junction* Railway from *Much Wenlock* to the *Shrewsbury and Hereford* Railway, and also a Railway to *Coalbrookdale*, with Branches and Works connected therewith, and were authorized to raise the Sum of One hundred and twenty-five thousand Pounds by Shares, and Forty-one thousand five hundred Pounds by borrowing, and the *Much Wenlock and Severn Junction* Railway Company were authorized to subscribe Ten thousand Pounds to the *Wenlock* Railway, and to raise Money for that Purpose: And whereas the *Much Wenlock and Severn Junction* Railway Company have constructed the Railway authorized to be made by the Act of 1859, and the same has been for some Time past open for public Traffic: And whereas the Works authorized by the Act of 1861 to be constructed by the *Wenlock* Railway Company, both on the Extension into *Coalbrookdale*, and upon the Railway between *Wenlock* and the *Shrewsbury and Hereford* Railway, are in progress: And whereas the Agreements set forth in the Schedule to this Act have been entered into with the *Great Western* Railway Company with reference to the working of the Railways and the Construction of the *Coalbrookdale* Extension, and it is expedient that they be confirmed: And whereas it is expedient that the Time limited for the compulsory Purchase of the Lands required for the Purposes of the *Wenlock* Railway be extended: And whereas it is expedient that the *Wenlock* Railway Company and the *Much Wenlock and Severn Junction* Railway Company be respectively authorized to raise Part of their respective Capitals by Preference Shares: But the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it

enacted

enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Wenlock* Railway Companies Act, 1864."

Interpretation of Terms.

2. In this Act, unless the contrary is expressed, or is to be implied from the Context, the Expression "the recited Acts" means the Act of 1859, the Act of 1861, and the Act of 1862.

Power to attach Preference Dividend to Shares of Wenlock Railway Company.

3. It shall be lawful for the *Wenlock* Railway Company from Time to Time, with the Assent of Three Fifths of the Votes of Shareholders at any General Meeting of the Company, to attach to any Shares in the Capital of that Company which may remain unissued or be cancelled, or be issued in lieu of Shares which have been cancelled, a Preference or Priority in Payment of Dividend over the Ordinary Shares of the Company, not exceeding Five Pounds *per Centum per Annum:* Provided always, that the Amount of Preference Shares so created shall not exceed Fifty thousand Pounds.

Power to attach Preference Dividend to Shares of Much Wenlock and Severn Junction Railway Company.

4. It shall be lawful for the *Much Wenlock and Severn Junction* Railway Company from Time to Time, with the Assent of Three Fifths of the Votes of Shareholders at any General Meeting of the Company, to attach to any Shares in the Capital of that Company which may remain unissued or be cancelled, or be issued in lieu of Shares which have been cancelled, a Preference or Priority in Payment of Dividend over the Ordinary Shares of the Company, not exceeding Five Pounds *per Centum per Annum:* Provided always, that the Amount of Preference Shares so created shall not exceed Fifteen thousand Pounds.

As to Shares charged on Coalbrookdale Extension.

5. The Shares issued by the *Much Wenlock and Severn Junction* Railway Company, and charged upon the Profits payable or commuted Payments to be made in respect of the *Coalbrookdale* Extension, shall continue so charged in the same Manner as if this Act had not been passed, and this Act shall not be construed to alter or affect the Rights of the Holders of those Shares in respect of those Profits or commuted Payments.

26 & 27 Vict. c. 118. incorporated.

6. Part I. and Part II. of "The Companies Clauses Act, 1863," are incorporated with this Act.

Powers for compulsory

7. The Powers for the compulsory Purchase and taking of Lands granted by the Act of 1861 for the Purpose of making the Portion

of

Purchases extended.

of the Railways authorized by such Act from *Longueville* in the Parish of *Eaton* to the authorized Junction with the *Shrewsbury and Hereford* Railway in the Parish of *Wistanstow* shall continue in force in respect of the Lands authorized to be taken for such Portion of Railway, and the Time limited for the compulsory Purchase of such Lands shall be extended for the Period of Two Years from the passing of this Act, and after the Expiration of such Period the Powers by the Act of 1861 and by this Act granted for the compulsory Purchase of such Lands shall cease to be exercised.

26 & 27 Vict. c. 92. incorporated.

8. Part II. of "Railways Clauses Act, 1863," is incorporated with this Act.

Agreements in Schedule confirmed.

9. The Agreements between the *Much Wenlock and Severn Junction* Railway Company, and the *Wenlock* Railway Company, and the *Great Western* Railway Company, set forth in the Schedule to this Act, are hereby confirmed, and shall be binding on those respective Companies.

Interest not to be paid on Calls paid up.

10. It shall not be lawful for either Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

11. It shall not be lawful for either Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

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

12. Nothing herein contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any

any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by the recited Acts, or of the Rates for small Parcels.

Expenses of Act.

13. All the Costs, Charges, and Expenses of applying for and passing this Act, or preparatory or incident thereto, shall be paid jointly by the *Wenlock* Railway Company and *Much Wenlock and Severn Junction* Railway Company.

SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made the 24th Day of March 1864 between the Great Western Railway Company (herein-after called "the Great Western Company") of the First Part, the Much Wenlock and Severn Junction Railway Company (herein-after called "the Much Wenlock and Severn Junction Company") of the Second Part, and the Wenlock Railway Company (herein-after called "the Wenlock Company") of the Third Part.

Whereas by "The Wenlock Railway Act, 1861," the Wenlock Company was incorporated, with Power to purchase and hold Lands for the Purposes of the Undertaking thereby authorized; and it was thereby (by Section 20) enacted, that it should be lawful for the said Wenlock Company (amongst other Works) to make, complete, and maintain, with all proper Stations, Works, and Conveniences connected therewith, a Railway commencing by a Junction with the Branch to the River Severn of the Much Wenlock and Severn Junction Railway in the Parish of Buildwas in the County of Salop, proceeding thence across the Rivern Severn to a Wood and Cinder Bank (the Property of the Coalbrookdale Company) adjoining the Lower Works of the Coalbrookdale Company's Ironworks in Coalbrookdale in the Parish of Madeley in the said County of Salop (which Railway and another Railway therein mentioned is in the said Act now in recital referred to as the Coalbrookdale Extension); and it was thereby (by Section 30) enacted, that the said Wenlock Company might agree with the Great Western and West Midland Railway Companies and Much Wenlock and Severn Junction Railway Company, or any of them, for the Construction and Maintenance and Use of a Joint Station at or near the Termination of the said Railway thereby authorized to be constructed in the Parish of Madeley, and with reference to the Accommodation to be afforded to the several Companies, and the Sidings, Sheds, Works, and Conveniences to be connected therewith, and the Contributions to be made by each Company towards the Construction of such Joint Station, and the Payments to be made by each Company for its Use, or for defraying the Expenses of the Working and Management thereof, and the Term "Coalbrookdale Extension" in the said Act should apply to and include such Joint Station and Works; and it was thereby (by Sections 44 and 45) enacted, that it should be lawful for any of the following Companies, therein-after called the subscribing Companies, (that is to say,) the Great Western Company, the Shrewsbury and Hereford Railway Company, the West Midland Railway Company, and the Much Wenlock and Severn Junction Company respectively to subscribe towards and become Shareholders in the Undertaking of the Company to any Extent not exceeding the following, namely, the Great Western Company 10,000*l.*, the Shrewsbury and Hereford Railway Company 10,000*l.*, the West Midland Railway Company 10,000*l.*, and the Much Wenlock and Severn Junction Company 10,000*l.*, and that the Great Western Company, and the West Midland

land Railway Company, and the Much Wenlock and Severn Junction Company respectively, and the Wenlock Company, might enter into any Agreement for the Application of the Money subscribed by those Companies or any of them, or any Part thereof, to the Construction of the Coalbrookdale Extension, or any Part thereof, and such Money so subscribed should be applied by the Wenlock Company accordingly, and the Wenlock Company and the subscribing Companies respectively might enter into Agreements with reference to the Construction of such Extension, and the User thereof, and the Payments to be made for such User, and with reference to the Participation of those Companies respectively in the Profits arising from such Extension or otherwise, as might be mutually determined: And whereas by "The Much Wenlock and Severn Junction Railway Act, 1862," it was, amongst other things, enacted, that it should be lawful for the Much Wenlock and Severn Junction Company, with the Consent of the Wenlock Railway Company, to contribute towards the Coalbrookdale Extension of the Wenlock Railway Company to any further Extent not exceeding the Sum of 10,000*l.*: And whereas by "The Great Western Railway (West Midland Amalgamation) Act, 1863," it was by Sections 5, 6, 7, and 8 enacted, that upon and from the 1st Day of August 1863 the Undertaking of the West Midland Railway Company, therein called the West Midland Company, should be amalgamated with the Undertaking of the Great Western Company, and the Two Undertakings should together constitute One united Undertaking under the Name of "the Great Western Railway," and should be the Undertaking of the United Company, which Expression was by the said Act declared to mean the Great Western Company as constituted by and existing after the Amalgamation, and upon such Amalgamation the West Midland Company be ipso facto dissolved, and their Undertaking and all their Estate, Right, Title, and Interest in and to the same, and all their Rights, Privileges, Easements, Powers, and Authorities incident to or affecting the same, should (subject to the Provisions of the Act now in recital, and to the existing Charges, Debts, Leases, Covenants, Contracts, Engagements, Obligations, and Liabilities of the said Company then affecting the said Undertaking,) be vested in the United Company, and should be held, possessed, enjoyed, used, exercised, and executed by the United Company, by and under the Name of "the Great Western Railway Company," in the same Manner and to the same Extent as they respectively were, or, if the Act now in recital had not passed, would or might have been held, possessed, enjoyed, used, exercised, or executed by the West Midland Company; and that all Clauses, Provisions, and Enactments contained in any Act relating to or affecting the Undertaking of the West Midland Company, or any Part thereof, which were in force immediately before the Amalgamation, and which were not thereby varied or repealed, should remain applicable to the same Undertaking, and to the same several Parts thereof respectively; and all Rights and Powers at that Time vested in the West Midland Company, whether with relation to their own Undertaking or to any other Company or Undertaking, should be vested in and might be exercised and enjoyed by the United Company; and all Clauses, Provisions, and Enactments contained in any Act of the then present Session, and which might not have become Law at the Time of the passing of the Act now in recital, relating to or affecting the West Midland Company or their Undertaking, should be extended to and be exercised and enjoyed by the United Company, and the said Acts respectively should be read and construed accordingly; and that,

that, subject to the Provisions contained in the Act now in recital, all Debts due from or to the West Midland Company at the Time of their Dissolution should be payable and paid by or to the United Company; and all Rates, Tolls, Duties, and Monies which should at the Time of such Dissolution be due or accruing due, or which but for such Dissolution would have been or become payable to or from or by the West Midland Company, should be payable to or by the United Company, and should be recoverable by or from that Company by the same Ways and Means, and subject to the same Conditions, as the same would or might have been recovered or recoverable by or from the West Midland Company; and that all Deeds, Conveyances, Grants, Leases, Purchases, Sales, Mortgages, Bonds, Covenants, Contracts, and Securities which before the Amalgamation should have been made, executed, or entered into by, with, to, or in relation to the West Midland Company, and which should be then in force, and all Obligations, Charges, and Liabilities in respect thereof which should have been incurred by, or which but for their Dissolution might or would have attached to, the same Company, should be as valid and of as full Force and Effect to, upon, or against the United Company, and should have the same Priorities and Privileges (if any), as if the same had been made, executed, or entered into by, with, to, or in relation to, or had been incurred by or had attached to, the United Company by the Name of the Great Western Railway Company: And whereas the Wenlock Company have purchased the Land for, and partly constructed under the Powers and Provisions of "The Wenlock Railway Act, 1861," a Railway from the Severn Valley Railway at the Point marked C on the Plan annexed to these Presents, across the River Severn, to the Point marked D on the said Plan, and they have also partly constructed under the same Powers a Railway from the Point marked D to the Point marked E near the Cinder Bank adjoining the Lower Works of the Coalbrookdale Company's Ironworks in Coalbrookdale in the Parish of Madeley in the County of Salop: And whereas the Great Western, Much Wenlock and Severn Junction, and Wenlock Companies are desirous of entering into the Agreement herein-after contained for completing the said last-mentioned Railway, and the Construction of the Station herein-after mentioned, and the Maintenance and User thereof respectively: Now these Presents witness, that in consideration of the Premises, and for the Considerations herein-after appearing, and by force and virtue of all Powers and Authorities given to them by the herein-before recited Acts of Parliament, and of all other Powers and Authorities enabling them in this Behalf, they, the Great Western Company, the Much Wenlock and Severn Junction Company, and the Wenlock Company, do hereby mutually agree with the others and other of them in manner following:

1. Thomas Elliott Harrison, Esquire, Civil Engineer, or if he dies or becomes incapacitated, or if and when he declines or by reason of Absence is unable to act, a competent and impartial Person to be from Time to Time named by the respective Chairmen of the Companies Parties hereto, or if and when they do not agree thereon then a competent and impartial Person to be, on the Application of the Companies Parties hereto, or any or either of them, named by the President of the Institution of Civil Engineers for the Time being, shall be the Referee for the Purposes of these Presents.

2. The Wenlock Company shall complete the said Railway from the Severn Valley Railway at the Point marked C on the said Plan annexed to these Presents

sents, across the River Severn, to the Point marked E on the said Plan, near the Cinder Bank at Coalbrookdale aforesaid, with all the necessary Works and Conveniences connected therewith.

3. The Wenlock Company shall also construct and complete, at or near the Points marked D and E, or One of them, on the said Plan, a suitable Station, with all necessary and proper Sidings, Sheds, Conveniences, and other Accommodation Works available for the Traffic and Requirements of all the Companies Parties to these Presents.

4. The Expression "the Coalbrookdale Extension" in these Presents includes the said Railway and Station, and the Approaches, Sidings, Buildings, Works, and Conveniences whatsoever of and connected with the same respectively.

5. The Word "Traffic" in these Presents comprises all Mails, and all Passengers, Animals, Minerals, Goods, and other Traffic whatsoever.

6. The Expense of constructing the Coalbrookdale Extension and the said Station shall be borne and paid in the following Manner; (that is to say,) the Sum of 40,000*l.*, being the estimated Costs of such Construction, shall be raised as follows: The Much Wenlock and Severn Junction Company shall subscribe the Sum of 10,000*l.*, Part thereof; 10,000*l.*, further Part thereof, shall either be subscribed by the Wenlock Company out of their own Capital, or shall be procured and provided by them by Arrangement with the Much Wenlock and Severn Junction Company under the Powers and Provisions of the Much Wenlock and Severn Junction Railway Act, 1862, and of any other Powers enabling the said Two last-mentioned Companies in that Behalf; and the Great Western Railway Company shall subscribe for the remaining 20,000*l.*, or such Part thereof as shall be required.

7. In the event of the Great Western Company ceasing to work the Much Wenlock and Severn Junction Railway and the Wenlock Railway, the said Much Wenlock and Severn Junction Company and the Wenlock Company may severally exercise the same Rights and Powers of passing over and using the Coalbrookdale Extension as are contained in the 55th and 56th Sections of the Wenlock Railway Act, 1861, and as are given to the other Companies therein mentioned, and upon such Terms and Conditions as are therein mentioned.

8. The Great Western Company shall fix, collect, and levy the Tolls, Rates, and Charges payable on the Coalbrookdale Extension, and shall receive the gross Receipts for or in respect of all Traffic carried over the Coalbrookdale Extension, and all other the gross Earnings (if any) thereof, and shall thereout pay all Rates and Taxes, Assessments, and other Outgoings in respect of the said Coalbrookdale Extension, and the Management and Maintenance, Repair, Working, and User thereof, and all Losses and Damages (if any) by or in connexion with the working of the Coalbrookdale Extension; and the Great Western Company shall pay in perpetuity to the Wenlock and Much Wenlock and Severn Junction Company, in lieu of their Share in the said net Receipts and Earnings of the Coalbrookdale Extension, and in lieu of any Dividend on their aforesaid Subscription of 20,000*l.*, a fixed annual Payment of 1,000*l.*: Provided also, that the said annual Payment of 1,000*l.* shall be payable quarterly on the 25th Day of March, the 24th Day of June, the 29th Day of September, and the 24th Day of December, in each Year, the first quarterly

Payment to be made on the 29th Day of September next; but in case the said annual Payment, or any Part thereof, shall be in arrear for the Space of Twenty-eight Days after the same shall become due and payable as aforesaid, the same shall and may be recovered by Distress in such and the same Manner as Landlords have the Power of Recovery at Common Law for the Recovery of Rent in arrear.

9. The said Coalbrookdale Extension shall be worked, managed, and maintained by the said Great Western Company as Part of their own Line.

10. If and whenever any Difference shall arise between the Companies Parties hereto as to the Construction, Intent, Effect, Incidents, Consequences, Performance, or Observance of any of these Articles, or as to any Breach or alleged Breach, or as to the Mode in which any such Breach or the Consequences thereof shall be obviated or compensated for, or otherwise touching the Premises, every such Difference shall be referred to and determined by Arbitration according to the Provisions "with respect to the Settlement of Disputes by Arbitration" of "The Railway Companies Arbitration Act, 1859," and the several Companies Parties hereto shall be deemed to have concurred in the Appointment of the Referee, who shall be the single Arbitrator accordingly.

11. All Acts done, Contracts entered into, Purchases made, Work executed, and Payments properly made, and preliminary Expenses legally incurred, by the Wenlock Company in obtaining the Act for and attending the Construction of the Coalbrookdale Extension, shall be binding and conclusive upon all the Companies Parties to these Presents.

In witness whereof the said Companies Parties to these Presents have caused their Common Seals respectively to be hereunto affixed the Day and Year first above written.

A. G. Brookes,
Chairman of the
Much Wenlock & Severn Jn Railway Co.
R. C. Blakeway,
Secretary.

Seal of the Much Wenlock and Severn Junction Railway Company.

W. P. Brookes,
Depty Chairman
of the Wenlock Railway Co.
R. C. Blakeway,
Secretary.

Seal of the Wenlock Railway Company.

Seal of the Great Western Railway Company.

The Wenlock Railway Companies Act, 1864.

ARTICLES OF AGREEMENT made the 24th Day of March 1864 between the Great Western Railway Company of the one Part, and the Wenlock Railway Company and the Much Wenlock and Severn Junction Railway Company of the other Part.

Whereas by "The Wenlock Railway Act, 1861," it was enacted, that it should be lawful for the Wenlock Company (therein called the Company) to make, complete, and maintain the Railways and Works therein specified, with all proper Stations, Works, and Conveniences connected therewith; and it was by Section 57 of the said Act now in recital further enacted, that the Wenlock Railway Company, and the Great Western, Shrewsbury and Hereford, West Midland, and Much Wenlock and Severn Junction Railway Companies (thereinafter referred to as the "contracting Companies"), or any One or more of such Companies, might from Time to Time enter into Contracts with respect to the following Purposes, or any of them; (that is to say,) the working of the Railway by the contracting Companies, or any of them; the Conveyance by the contracting Companies, or any of them, of the whole or any Part of the Traffic upon the Railway or any Part thereof; the Division and Apportionment of such Traffic between the Companies Parties to the Contract; the Supply of any Rolling or Working Stock required for such Purposes; the Management, Maintenance, and Repair of the Railway or any Part thereof; the Cost and Expenses of such Working, Management, Maintenance, and Repair; the Collection, Delivery, and general Conduct of such Traffic; the fixing, Collection, taking, and levying of the Tolls, Rates, and Charges arising on the Railway or any Part thereof; the Appointment of Officers and Servants; the Division between the Companies Parties to the Contract of the Receipts arising from the Traffic upon the Railway or any Part thereof, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by either of those Companies to the other of them by virtue of such Contract: And whereas by "The Great Western Railway (West Midland Amalgamation) Act, 1863," it was by Sections 5, 6, 7, and 8 enacted, that upon and from the 1st Day of August 1863 the Undertaking of the West Midland Railway Company (therein called the West Midland Company) should be amalgamated with the Undertaking of the Great Western Company, and the Two Undertakings should together constitute One united Undertaking under the Name of the Great Western Railway, and should be the Undertaking of the United Company (which Expression was by the said Act declared to mean the Great Western Company as constituted by and existing after the Amalgamation), and upon such Amalgamation the West Midland Company should be ipso facto dissolved, and their Undertaking, and all their Estate, Right, Title, and Interest in and to the

the same, and all their Rights, Privileges, Easements, Powers, and Authorities incident to or affecting the same, should (subject to the Provisions of the Act now in recital, and to the existing Charges, Debts, Leases, Covenants, Contracts, Engagements, Obligations, and Liabilities of the said Company then affecting the said Undertaking,) be vested in the United Company, and should be held, possessed, enjoyed, used, exercised, and executed by the United Company, by and under the Name of "the Great Western Railway Company," in the same Manner and to the same Extent as they respectively were, or, if the Act now in recital had not passed, would or might have been held, possessed, enjoyed, used, exercised, or executed by the West Midland Company; and that all Clauses, Provisions, and Enactments contained in any Act relating to or affecting the Undertaking of the West Midland Company, or any Parts thereof, which were in force immediately before the Amalgamation, and which were not thereby varied or repealed, should remain applicable to the same Undertaking, and to the same several Parts thereof respectively; and all Rights and Powers at that Time vested in the West Midland Company, whether with relation to their own Undertaking, or to any other Company or Undertaking, should be vested in and might be exercised and enjoyed by the United Company; and all Clauses, Provisions, or Enactments contained in any Act of the then present Session, and which might not have become Law at the Time of the passing of the Act now in recital relating to or affecting the West Midland Company or their Undertaking, should be extended to and be exercised and enjoyed by the United Company, and the said Acts respectively should be read and construed accordingly; and that, subject to the Provisions contained in the Act now in recital, all Debts due from or to the West Midland Company at the Time of their Dissolution should be payable and paid by or to the United Company; and all the Rates, Tolls, Duties, and Monies which should at the Time of such Dissolution be due or accruing due, or which but for such Dissolution would have been or become payable to or from or by the West Midland Company, should be payable to or by the United Company, and should be recoverable by or from that Company by the same Ways and Means, and subject to the same Conditions, as the same would or might have been recovered or recoverable by or from the West Midland Company; and that all Deeds, Conveyances, Grants, Leases, Purchases, Sales, Mortgages, Bonds, Covenants, Contracts, and Securities which before the Amalgamation should have been made, executed, or entered into by, with, to, or in relation to the West Midland Company, and which should be then in force, and all Obligations, Charges, and Liabilities in respect thereof which should have been incurred by, or which but for their Dissolution might or would have attached to, the same Company, should be as valid and of as full Force and Effect to, upon, or against the United Company, and should have the same Priorities and Privileges, if any, as if the same had been made, executed, or entered into by, with, to, or in relation to, or had been incurred by or had attached to, the United Company by the Name of the Great Western Railway Company; and it was thereby, by Section 67, further enacted, that it should be lawful for the United Company on the one Part,

Part, and the Much Wenlock and Severn Junction and Wenlock Railway Companies on the other Part, from Time to Time to make and enter into Contracts and Agreements for and with respect to the working and maintaining of the Much Wenlock and Severn Junction Railway and the Wenlock Railway by the United Company for and with respect to the Interchange of Traffic: And whereas the said Companies Parties hereto are respectively desirous of entering into the Agreement herein-after contained with respect to the Maintenance and Working of the Railway and Works herein-after mentioned or referred to, and the Traffic thereon, and the Receipts and Earnings thereof: Now these Presents witness, that in consideration of the Premises, and for the Considerations herein-after appearing, and in pursuance and exercise of the Powers for this Purpose given to them by the herein-before recited Acts of Parliament, and of all other Powers and Authorities enabling them in this Behalf, they the said Railway Companies Parties hereto do hereby mutually agree with the others and each other of them in manner following; (that is to say,)

1. Thomas Elliott Harrison, Esquire, Civil Engineer, or if he dies or becomes incapacitated, or if and when he declines or by reason of Absence is unable to act, a competent and impartial Person to be from Time to Time named by the respective Chairmen of the Companies Parties hereto, or if and when they do not agree thereon then a competent and impartial Person to be, on the Application of the Companies Parties hereto, or any or either of them, named by the President of the Institution of Civil Engineers for the Time being, shall be the Referee for the Purposes of these Presents.

2. This Agreement shall continue in force for Ten Years from the 17th Day of July 1862.

3. The Expression "the Great Western Company" when herein-after used shall mean the Great Western Railway Company, and the Expression "the Wenlock Company" when herein-after used includes the Wenlock Company and the Much Wenlock and Severn Junction Company.

4. The Expression "the Wenlock Railway" in these Presents comprises a Railway known as the Wenlock and Severn Junction Railway (authorized to be made by "The Much Wenlock and Severn Junction Railway Act, 1859,) from the Severn Valley Railway, at a Point about 320 Yards East of a Building known as the New Barn, to an Occupation Road numbered 61, near to the Town of Wenlock, on the deposited Plans, also authorized by the said Act; a short Spur Line, making a Junction with the above at a Point about 90 Yards West of New Barn aforesaid, and terminating in a Field close by the River Severn, numbered 3 on the said Plan, and herein-after sometimes called the Wenlock and Severn Junction Railway; also a Railway known as the Wenlock Railway, authorized by "The Wenlock Railway Act, 1861," from the Much Wenlock and Severn Junction Railway at Shineton Street in the Town of Wenlock to a Junction with the Shrewsbury and Hereford Railway in the Parish of Wistanstow, in these Presents sometimes called the Extension

to the Craven Arms, and the Approaches, Stations, Buildings, Works, and Conveniences whatsoever of and connected with the same; but such Description shall not be deemed to include the short Spur Line thirdly described in Section 20 of "The Wenlock Railway Act, 1861," which is not intended to be constructed by the Wenlock Company.

5. The Word "Traffic" in these Presents, except when restricted by the Context to any particular Kind of Traffic, comprises all Mails, and all Passengers, Animals, Minerals, Goods, and other Traffic whatsoever.

6. The Great Western Company shall during the said Term manage, work, and use, and shall maintain and repair, the Wenlock Railway, or such Portions thereof as are or shall from Time to Time be opened for Traffic.

7. The Great Western Company shall during the said Term from Time to Time provide and maintain in good Repair, and in proper and sufficient working Order and Condition, all such Locomotive Engines, Carriages, Trucks, and Rolling Stock, Plant, Tools, Machinery, Stores, Materials, and other Things, as shall be proper and sufficient for fully and safely working the Railway, and for the proper and sufficient Reception, Accommodation, Conveyance, and Delivery of all Traffic thereon.

8. The Great Western Company shall during the said Term bear and pay all Taxes, Rates, Assessments, and other Outgoings whatsoever upon or in respect of the Railway, and properly chargeable to Revenue, and the Management, Maintenance, Repair, working, and using of the same, and will fully indemnify and save harmless the Wenlock Company from and against the same, and all Liability, Claims, and Demands in respect thereof.

9. The Great Western Company will during the said Term bear and pay or make good all Losses, Damages, Injuries, and Expenses occasioned by or in connexion with the working of the Railway, or any Act or Default of the Great Western Company, or their Officers or Servants, in or about the Reception, Accommodation, Conveyance, or Delivery of the Traffic, and will fully indemnify and save harmless the Wenlock Company from and against all Liability, Claims, and Demands in respect of any such Loss, Damage, Injury, or Expense.

10. The Great Western Company shall during the said Term have the entire Direction, Control, and Superintendence of the Wenlock Railway, or of so much thereof as shall be opened for Traffic, and shall thoroughly and effectually work the same, and fully accommodate the Traffic thereon, as if the same were Part of their own Line of Railway, and shall from Time to Time appoint and employ a sufficient Number of competent Station Masters, Clerks, Engine Drivers, Stokers, Guards, Pointsmen, Watchmen, Porters, Police, Workmen, Labourers, and Servants for the Railway and the Traffic thereon, and shall have the exclusive Appointment and Renewal of them, and shall pay their respective Salaries and Wages.

11. The

11. The Great Western Railway Company shall fix, collect, and levy the Tolls, Rates, and Charges arising or payable on or in respect of the User of the Railway or any Part thereof, but in case any Difference shall arise between the Companies Parties hereto as to the fixing, levying, or collecting the said Tolls, Rates, or Charges, such Difference shall be referred to the Referee, who shall have Power to fix the said Tolls, Rates, and Charges, and to award Damage or Compensation in respect of any Loss or Injury which may be sustained by the Wenlock Company by reason of the said Tolls, Rates, and Charges being fixed at an improper Rate.

12. The Tolls, Rates, and Charges for all Traffic which shall be carried over the Great Western and Wenlock Railways shall be apportioned according to Mileage, and a fair and proper Mileage Share or Proportion thereof shall be attributed to the Wenlock Railway: Provided, that the gross Share or Proportion attributable to the Wenlock Railway shall in no Case be less than 4*d.* per Ton for Goods and Mineral Traffic passing over the Much Wenlock and Severn Junction Railway only, or any Part thereof, (except as to Limestone carried into South Staffordshire for fluxing Purposes, the Charge for which shall be apportioned according to Mileage, each Company being allowed a Terminal Charge of 2*d.* per Ton,) nor less than 6*d.* per Ton for Goods and Mineral Traffic passing over both the Much Wenlock and Severn Junction Railway, and the Extension to "Craven Arms," or over any Part of both those Railways; but in addition to such Tolls, Rates, and Charges the Wenlock Company shall be entitled to receive a Proportion of the usual Terminal Charges (if any) for Goods and Mineral Traffic arising or terminating on the said Much Wenlock and Severn Junction Railway and the Extension to "Craven Arms," or either of them.

13. The whole of the Traffic conveyed to and from the District coloured Red on the Map or Plan annexed to these Presents, for which Traffic the Wenlock Railway, viâ the "Craven Arms," forms the shortest Route, shall during the said Term be carried over the Wenlock Railway: If from any Cause whatever such Traffic shall not be so carried over the Wenlock Railway, then in lieu thereof a fair and proper Mileage Proportion in respect of such last-mentioned Traffic, or so much thereof as shall not be carried over the Wenlock Railway, shall (subject to the Provision herein contained as to the Amount to be retained by the Great Western Company for Working and Maintenance Expenses and Liabilities) be accounted for to the Wenlock Company as Part of the Traffic of the Wenlock Railway.

14. One Third of the Traffic conveyed to and from the District coloured Blue on the said Map or Plan annexed to these Presents, for which Traffic the Wenlock Railway, viâ the "Craven Arms," forms the shortest Route, shall during the said Term be carried over the Wenlock Railway: If from any Cause whatever a Third of such last-mentioned Traffic shall not be carried over the Wenlock Railway, a fair and proper Mileage Proportion in respect of the Third of such last-mentioned Traffic, or so much thereof as shall not be carried over the Wenlock Railway, shall (subject to the Provisions herein contained as to the Amount to be retained by the Great Western Company for Working and Maintenance

Maintenance Expenses and Liabilities) be accounted for to the Wenlock Company as Part of the Traffic of the Wenlock Railway: Provided nevertheless, that, notwithstanding anything contained in the last Two Clauses, the said Companies Parties hereto shall be at liberty any Time hereafter to agree upon and substitute a fixed annual Payment to the Wenlock Company in lieu of the Provisions for their Benefit in the said Two Clauses contained.

15. The Great Western Company shall during the said Term make and deliver to the Directors of the Wenlock Company full and correct monthly Statements of the Traffic carried over the Wenlock Railway from the said Districts coloured Red and Blue, and also full and correct Statements of all the Traffic mentioned in Articles 13 and 14 as shall not be carried over the Wenlock Railway, with all other proper and necessary Information relating thereto, and produce and show all such Vouchers as shall be proper and sufficient for the Purposes of these Presents.

16. The Great Western Company shall also during the said Term keep true, proper, and sufficient Accounts of all Traffic whatsoever on the Wenlock Railway, and of all Receipts, Credits, Payments, and Liabilities in respect thereof, with all such Details of Names, Times, Places, Distances, Quantities, Weights, Measures, and other Items, with such Vouchers as shall be proper and sufficient for the Purposes of these Presents, and the Accounts shall on the First Day of every Month be duly balanced, made up, and rendered to the Directors of the Wenlock Company within One Month thereafter.

17. The Directors and Secretary of the Wenlock Company, and any Persons, not exceeding Three, from Time to Time appointed by them, shall at all Times during the said Term have full and free Access to and Inspection and Transcription of all the Accounts and Vouchers of the Great Western Company connected with the working of the Wenlock Railway and the Traffic thereon, and also the Traffic mentioned in Articles 13 and 14, and the Receipts, Payments, Credits, and Liabilities relating thereto respectively, and the Great Western Company will afford to them all proper and sufficient Facilities for such Access, Inspection, and Transcription.

18. The Great Western Company shall during the said Term deduct and retain out of the gross Receipts for or in respect of all Traffic carried over the said Railway (including uncarted Terminals), and all other the gross Earnings (if any) thereof, a Proportion equivalent to 42½ per Cent. of such gross Receipts and Earnings in full of all their Expenses and Liabilities whatsoever during the said Term in and about the Maintenance, Repair, Management, manning, stocking, working, and using of the Wenlock Railway, and the Reception, Delivery, Accommodation, and Conduct of the Traffic thereon, including all Expenses of Renewals of Buildings, Way, and Works, and all Expenses of providing, renewing, and using locomotive Power, Carriages, Trucks, Tools, Machinery, Fuel, and Plant, and all Salaries and Wages of Station Masters, Clerks, Engine Drivers, Stokers, Guards, Pointsmen, Watchmen, Porters, Police, Workmen, Labourers, and Servants, and all Interest on Rolling Stock, Plant, Stores, and Materials, and all other Costs, Charges, and Expenses of every Description proper and sufficient for the full working by the Great

Great Western Company of the Wenlock Railway, and their complete Performance and Observance in all other respects on their Parts of Articles 6 to 10, both inclusive.

19. If upon taking the Accounts up to the 31st Day of December in any Year during the said Term it shall appear that a Proportion of 50 per Centum on the gross Receipts and Earnings of the last preceding Year will, after Payment in full of all prior Charges, leave a Balance available for the Payment of a Dividend on the Ordinary Shares of the Wenlock Company at the Rate of 5*l.* per Cent. per Annum or upwards for such preceding Year, the Great Western Company shall for such preceding Year deduct and retain out of such gross Receipts and Earnings a Proportion equivalent to 50 per Cent. of such gross Receipts and Earnings, in lieu of the Proportion of 42½ per Cent. hereinbefore provided to be deducted and retained by them in full for all such Expenses and Liabilities as aforesaid.

20. The Great Western Company shall on the following Quarterly Days during the said Term, that is to say, the 25th Day of March, the 24th Day of June, the 29th Day of September, and the 24th Day of December, pay over to the Wenlock Company the Balance of the gross Receipts and Earnings of the Wenlock Railway for the preceding Quarter which shall remain after such Deduction and Retainer by the Great Western Company as is provided by Articles 18 and 19, subject to any Adjustment which may become necessary by reason of the Great Western Company being entitled under Article 19 to deduct and retain a Proportion of 50 per Cent. in lieu of a Proportion of 42½ per Cent. of the gross Receipts and Earnings of any Year.

21. The Payments to be made to the Wenlock Company under these Presents, both in respect of actual Mileage Rates and in respect of the minimum Rates payable to them, shall be divided between the Wenlock Railway Company and the Much Wenlock and Severn Junction Railway Company according to the Mileage carried over the Railways belonging to the last-mentioned Companies respectively.

22. The Wenlock Railway Company shall not exercise the Powers given to them by "The Wenlock Railway Act, 1861," of constructing the said short Spur Line from Point A to Point B on the said Plan, and mentioned or referred to in the latter Part of Article 4.

23. If and whenever any Difference shall arise between the Companies Parties hereto as to the Construction, Intent, Effect, Incidents, Consequences, Performance, or Observance of any of these Articles, or as to any Breach or alleged Breach thereof, or as to any Claim in respect of any such Breach or alleged Breach, or as to the Mode in which any such Breach or the Consequences thereof shall be obviated or compensated for, or otherwise touching the Premises, every such Difference shall be referred to and determined by Arbitration according to the Provisions with respect to the Settlement of Disputes by Arbitration of "The Railway Companies Arbitration Act, 1859," and the

several Companies Parties hereto shall be deemed to have concurred in the Appointment of the Referee, who shall be the single Arbitrator accordingly.

In witness whereof the said Companies Parties to these Presents have caused their Common Seals respectively to be hereunto affixed the Day and Year first above written.

A. G. BROOKES,
Chairman of the
Much Wenlock & Severn Ry Co.

Seal of the Much Wenlock Railway Company.

W. P. BROOKES,
Depty Chairman of
The Wenlock Railway Co.

Seal of the Wenlock Railway Company.

R. C. BLAKEWAY,
Secretary.

Seal of Great Western Company.

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