ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cxxviii.

An Act to enable the *West Shropshire Mineral* Railway Company to make certain New Lines of Railway, and to use a Portion of the *Oswestry and Newtown* Railway and the *Llanymynech* Station of that Railway; and for other Purposes.

[30th *June* 1864.]

WHEREAS by "The *West Shropshire Mineral* Railway Act, 1862," the *West Shropshire Mineral* Railway Company (in this Act called "the Company") were incorporated and authorized to make a Railway from the *Oswestry and Newtown* Railway near *Llanymynech* to join the *Shrewsbury and Welshpool* Railway: And whereas further Powers were granted to the Company by the "*West Shropshire Mineral* Railway Act, 1863:" And whereas it is expedient that the Company be authorized to make the new Lines of Railway herein-after described: And whereas it is expedient that the Company be authorized to use a Portion of the *Oswestry and Newtown* Railway near *Llanymynech* and also the Station of the *Oswestry and Newtown* Railway Company at *Llanymynech*: And whereas the Objects and Purposes of this Act cannot

25 & 26 Vict. c. clxxxv.

26 & 27 Vict. c. cxlv.

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. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *West Shropshire Mineral* Railway (New Lines) Act, 1864."

Interpretation of Terms.

2. In this Act the following Expressions have respectively the several Meanings hereby assigned to them: The Expression "the Company" means the *West Shropshire Mineral* Railway Company; the Expression "the *Oswestry* Company" means the *Oswestry and Newtown* Railway Company; and the Expressions "Superior Court" or "Court of competent Jurisdiction," or any other like Expression in this Act or in the Acts incorporated herewith, shall be read and have effect as if the Debt or Demand in respect to which the Expression is used were a simple Contract Debt, and not a Debt or Demand created by Statute.

8 & 9 Vict. cc. 16. 18. & 20. 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

3. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters; (that is to say,)

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer and Transmission of Shares;

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the Remedies of Creditors of the Company against the Shareholders;

With respect to the Consolidation of Shares into Stock;

With respect to the making of Dividends;

With respect to the borrowing of Money on Mortgage or Bond;

With respect to the Conversion of borrowed Money into Capital; and

With respect to the Provision to be made for affording Access to the Special Act; and Parts I., II., and III. of "The Companies Clauses Act, 1863," and Part I. of "The Railways Clauses Act, 1863," shall be deemed to be incorporated with and form Part of this Act.

4. It

Power to make Railways.

4. It shall be lawful for the Company to make and maintain the Railways herein-after mentioned, with all proper Stations, Works, and Conveniences connected therewith respectively; (that is to say,)

A Railway (herein called Railway No. 1) commencing by a Junction with the *Oswestry and Newtown* Railway in the Parish of *Llanymynech* in the County of *Salop* near the Bridge which carries the Turnpike Road from *Llanymynech* to *Knockin* over the *Oswestry and Newtown* Railway, and terminating in the Parish of *Llanyblodwel* in the County of *Salop* near a certain Bridge called *Pont Rhyd Meredith:*

A Railway (herein called Railway No. 2) commencing in the said Parish of *Llanyblodwel* by a Junction with Railway No. 1 at the Termination thereof, and terminating in or near the Village of *Llangynog* in the County of *Montgomery:*

A Railway (herein called Railway No. 3) commencing in the Parish of *Llanyblodwel* by a Junction with Railway No. 1 at the Termination thereof, and terminating in the Parish of *Oswestry* in the County of *Salop* in or near the Enclosure numbered 123 on the Tithe Commutation Map of that Parish:

A Railway (herein called Railway No. 4) commencing in the said Parish of *Llanyblodwel* by a Junction with Railway No. 3, and terminating in the Parish of *Oswestry* near the Limekilns attached to the *Nantmawr* Limestone Works:

A Railway (herein called Railway No. 5) commencing in the Parish of *Llanyblodwel* by a Junction with Railway No. 3, and terminating in the same Parish near the Limekilns at the Western End of *Porthywaen:*

A Railway (herein called Railway No. 6) commencing in the Parish of *Llanymynech* by a Junction with Railway No. 1 in or near a certain Field called *Pwll-y-to* and terminating in the same Parish by a Junction with the *Llanyfyllin* Branch of the *Oswestry and Newtown* Railway near the Bridge which carries that Railway over the Canal Feeder:

And a Railway (herein called Railway No. 7) commencing in the Parish of *Llanymynech* by a Junction with the *Oswestry and Newtown* Railway near the said Bridge which carries the Turnpike Road from *Llanymynech* to *Knockin* over the *Oswestry and Newtown* Railway, and terminating in the said Parish of *Llanymynech* near a Point on the Towing Path of the *Shropshire Union* Canal, distant about Three hundred Yards from and to the Eastward of the Bridge which carries the *Oswestry and Newtown* Railway over the said Canal.

Railways to be made according to deposited Plans.

5. Whereas Plans and Sections of the Railways by this Act authorized showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners and Lessees, or reputed

reputed Owners and Lessees, and of the Occupiers of the Lands which may be required to be taken for the Purposes thereof, have been deposited for public Inspection with the several Clerks of the Peace for the Counties of *Salop*, *Denbigh*, and *Montgomery:* Therefore, subject to the Provisions and Powers of Deviation in this Act and in the Acts incorporated herewith contained, the said Railways shall be made in the Line or Course and upon the Lands delineated upon the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, and, subject to the Provisions in this and the incorporated Acts contained, it shall be lawful for the Company to enter upon, take, and use such of the said Lands as may be necessary for the Purposes of the said Railways and the Works connected therewith, or for any Purpose by this Act authorized.

Lands for extraordinary Purposes.

6. The Company may by Agreement purchase Land adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," but the Quantity of Land so to be purchased shall not exceed Five Acres.

Powers for compulsory Purchases limited.

7. 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 after the passing of this Act.

Period for Completion of Railway.

8. The Railways by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for making the Railway shall cease.

As to Junctions with the Oswestry and Newtown Railway.

9. The Company may make such Openings in and Alterations of the Rails of the *Oswestry and Newtown* Railway, and may do all such Acts and Works as are necessary in order to effect the Junctions with that Railway by this Act authorized.

Railway to form Part of the Undertaking of the Company.

10. The Railways by this Act authorized shall be and be deemed for the Purposes of Tolls and Charges, and for all Purposes whatsoever, Part of the Undertaking of the Company, as if authorized by "The *West Shropshire Mineral* Railway Act, 1863."

Power to use a Portion of the Oswestry and the Newtown Railway, and the Llanymynech Station

11. It shall be lawful for the Company to run over and use with Engines and Carriages of every Description so much of the *Oswestry and Newtown* Railway as lies between the Commencement of Railway No. 1 and the *Llanymynech* Station of the *Oswestry* Company, together with the said *Llanymynech* Station and all other Stations, Sidings, Watering Places, Booking Offices, Works, and Conveniences upon or connected with the said Portion of Railway and Stations, and

and the Terms and Conditions of such User, and the Tolls, Charges, or Payments to be made in respect thereof, shall be such as may from Time to Time be agreed upon between the Company and the *Oswestry* Company, or as, in default of Agreement, may be settled by the Board of Trade or by an Arbitrator to be appointed by that Board. of the Oswestry Company.

12. The *Oswestry and Newtown* Railway Company may use with their Engines, Carriages, and Waggons, for the Purposes of Traffic of all Kinds, Railways Nos. 1, 5, 6, and 7, and so much of Railway No. 3 as is situate between the Commencement thereof and the Junction therewith of Railway No. 5, and the Stations, Watering Places, Works, and Conveniences connected therewith, upon Payment of such Rents, Tolls, Rates, and Charges, and upon such Terms and Conditions as may be agreed upon between that Company and the Company, or, failing Agreement, as may be settled by Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859." Power to Oswestry and Newtown Railway Company to use Railways Nos. 1, 5, 6, and 7, and Portion of No. 3.

13. The Company shall not, in constructing the Railway No. 1, herein-before described, under the Canal of the *Shropshire Union* Railways and Canal Company, herein-after called the *Shropshire Union* Company, deviate from the Line or Course delineated and shown on the said Plans deposited with the Clerk of the Peace for the County of *Salop*, without the previous Consent in Writing of the *Shropshire Union* Company under the Common Seal. The said Railway under the said Canal shall be excavated, formed, and constructed according to a Plan, Section, and Specification to be submitted to and approved of by the Engineer for the Time being of the said *Shropshire Union* Company previous to the Works being commenced, and such Engineer shall at all Times have full Liberty, Power, and Authority, with any Assistants or Workmen, to inspect and examine the same Works. The Company shall from Time to Time and at all Times hereafter keep or cause to be kept the said Railway under the said Canal, and the Walls of the same, and all the Works appertaining thereto in good and substantial Repair in every respect to the Satisfaction of the Engineer for the Time being of the *Shropshire Union* Company; and if, in case of any Want of Repair of the said Works, the Company do not, for the Space of Seven Days after a Notice given to them under the Hand of the Engineer of the *Shropshire Union* Company, commence such Repairs and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the *Shropshire Union* Company to proceed with and complete such Repairs, causing as little Obstruction of the said Railway in the Progress thereof as may be, and all the Costs, Charges, and Expenses incurred by the *Shropshire* For the Protection of Shropshire Union Canal Company.

Union Company shall be paid on Demand by the Company, or in failure of Payment for Twenty-one Days after such Demand, may be recovered in any Court of competent Jurisdiction.

Company to execute Works.

14. The Company shall, in constructing Railway No. 7 herein-before described, execute and maintain all such Works as will be necessary to provide for the Interchange of Traffic between that Railway and the *Shropshire Union* Canal; and such Works and all other Works necessary for constructing Railway No. 7, so far as they interfere with the Canal, Towing-path, and Works of the *Shropshire Union* Company, shall be made according to such Plans and in such Manner as may be agreed upon between the Engineers for the Time being of the *Shropshire Union* Company and of the Company, or, in case of Difference, as shall be settled by an Arbitrator to be appointed by the Board of Trade on the Application of either Party.

Company not to interfere with Property of Shropshire Union Canal Company without Consent.

15. The Company shall not take, use, or in any way interfere with the *Tannat* Weir or Feeder which supplies the Canal of the *Shropshire Union* Company with Water, nor shall they take, use, or interfere with the Canal and Towing-path, Works and Property of the *Shropshire Union* Company, (save only for the Purpose of carrying the Railway No. 1 herein-before described under the Canal as herein-before mentioned, and for the Execution of the Works herein-before mentioned or referred to with regard to Railway No. 7,) without in each Instance the previous Consent in Writing of the *Shropshire Union* Company under their Common Seal.

For preventing Obstructions to Canal.

16. If in the Execution of any of the Works by this Act authorized, or by reason or in consequence of any of those Works when made, or of any Act or Omission of the Company, the said Canal or the Towing-path thereof shall at any Time be so obstructed or impeded as that Boats, Barges, or other Vessels, Men, or Horses using the same cannot conveniently pass along the same, then and in every such Case the Company shall pay to the *Shropshire Union* Company, as or by way of ascertained Damages, the Sum of Twenty Pounds for every Day and Part of a Day during which any such Obstruction or Impediment shall continue, and in default of Payment of any such Sum or Sums as aforesaid within Ten Days after Demand thereof in Writing given to the Secretary of the Company, or left at the Office or Place of Business of such Secretary, the *Shropshire Union* Company may recover the same in any Court of competent Jurisdiction.

Saving Rights of Shropshire Union Company.

17. Except as in this Act expressly provided, this Act or anything therein contained, or any Act referred to in this Act, shall not take away, lessen, prejudice, or alter any Right, Interest, Power, Privilege, or Authority of the *Shropshire Union* Railways and Canal Company.

18. It

Power to Company to raise additional Capital by new Shares.

18. It shall be lawful for the Company at any Time and from Time to Time to raise by the Creation of Shares in their Undertaking, in addition to the Sum of One hundred and fifty thousand Pounds which the Company are authorized to raise by Shares by the said Acts of 1862 and 1863, such further Sums of Money as they shall from Time to Time deem necessary or expedient, not exceeding in the whole the further Sum of Two hundred thousand Pounds, and all further Sums so raised shall form Part of the general Capital of the Company, and all additional Shares created and issued by the Company for the Purpose of raising the said Sum of Two hundred thousand Pounds shall be Ordinary Shares, and shall respectively be of the same Amount and shall confer upon the Holders thereof the same Rights and Privileges only, and shall be subject to the same Provisions in all respects, whether with reference to the Amount and Times of making Calls, to the Payment of Calls, or the Forfeiture of Shares, or Nonpayment of Calls, or otherwise howsoever, as if they had been created under the Authority of the Act of 1862, and all and every Part of the Money raised by the Creation of such Shares shall be applied only to Purposes authorized by this Act.

Shares not to issue until One Fifth are paid up.

19. It shall not be lawful for the Company to issue any Share for raising any Part of the Capital by this Act authorized, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Shares shall have been paid up in respect thereof.

Power to borrow on Mortgage.

20. The Company may borrow on Mortgage of their Undertaking, in addition to the Sum of Fifty thousand Pounds by the said Acts of 1862 and 1863 authorized to be borrowed, any further Sum or Sums not exceeding in the whole Sixty-six thousand Pounds; and all and every Part of the Monies borrowed under the Authority of this Act shall be applied only to Purposes authorized by this Act: Provided always, that until the whole Sum of Two hundred thousand Pounds, which the Company are by this Act authorized to raise by Shares, shall have been *bonâ fide* subscribed for and issued, and One Half thereof shall have been paid up, and the Company shall 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 all the said Sum of Two hundred thousand Pounds has been subscribed for *bonâ fide* and issued, and that not less than One Fifth of the Amount of each Share was paid up on Issue of the same, and that such Shares are held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, the Company shall not borrow any Money under the Provisions of this Act.

21. All

Priority of existing Mortgages.

21. All Mortgages granted by the Company before the passing of this Act and which may be still in force at the Time of the passing of this Act shall, during the Continuance of such Mortgages respectively, and until they shall be paid off or renewed, have Priority over all Mortgages granted under the Authority of this Act.

Debenture Stock.

22. The Company may create and issue Debenture Stock.

As to Bond for Completion of Railways.

23. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, the Sum of Sixteen thousand Pounds, being Eight *per Centum* upon Two hundred thousand Pounds, the Amount of the Estimate of the Expense of the Railways authorized by this Act, has been deposited with the Court of Chancery with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the last said recited Act, the said Sum so deposited or the Interest or Dividends thereof shall not, except on the Execution and Deposit of such Bond as herein-after expressed, be paid or transferred to or upon the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of that Act, or the Survivors or Survivor of them, except the Company, before the Expiration of the Period by this Act limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital; and if that Period expire before the Company either have opened the Railways for the public Conveyance of Passengers, or have given the Proof to the Satisfaction of the Board of Trade, the said Sum of Money so deposited as aforesaid and the Interest and Dividends thereof shall, immediately from and after the Expiration of that Period, be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom: Provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum so deposited be executed by the Company with One or more Sureties (the Bond to be prepared to the Satisfaction of and the Surety or Sureties to be approved by the Solicitor to the Treasury) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum so deposited, if the Company do not, within the

Time

Time by this Act limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital, and if the Bond be deposited with the Solicitor to the Treasury, then the said deposited Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed; and the Monies to be recovered on the Bond shall be dealt with in like Manner as the deposited Sum and the Interest or Dividends thereof would be dealt with under this Act if the Bond were not executed and deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

Interest not to be paid out of Capital.

24. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay to any Shareholder Interest or Dividend on the Amount of Calls made in respect of the Shares held by him: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as may be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845."

Deposit for future Bills not to be paid out of Capital.

25. The Company shall not, out of any Money by this Act or by any other Act relating to the Company authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may require 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 execute any other Work or Undertaking.

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

26. Nothing in this Act shall be deemed or construed to exempt the Undertaking of the Company from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of

Parliament, of the Rates for small Parcels and the maximum Rates of Fares and Charges authorized to be taken by the Acts relating to the Company.

Expenses of Act.

27. All the Costs, Charges, and Expenses of and preparatory or incidental to the passing of this Act shall be paid by the Company.

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