



ANNO VICESIMO & VICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. cviii.

An Act for authorizing the Conversion of Parts of the *Shropshire* Canal to Purposes of a Railway, and the making and maintaining of a Railway accordingly, and for authorizing Arrangements between the *London and North-western* Railway Company and other Companies; and for other Purposes. [27th July 1857.]

WHEREAS an Act was passed in the Twenty-eighth Year of George the Third, intituled *An Act for making and maintaining a navigable Canal from the Canal at Donnington Wood in the County of Salop to or near a Place called Southall Bank, and from thence by Two several Branches to communicate with the River Severn, one near Coalbrook Dale, and the other near Madeley Wood, in the said County, and also certain collateral Cuts to join such Canal*, whereby a Company (in this Act called "the Canal Company") were incorporated by the Name of "The Company of Proprietors of the *Shropshire* Canal Navigation," and were empowered to make a navigable Canal from the Canal at *Donnington Wood* to *Southall Bank*, with Branches to the River *Severn* (and which Canal

[Local.] 18 A is

28 G. 3. c. 73.

London and North-western Railway Act, 1857.

is in this Act called "the *Shropshire Canal*") : And whereas the *Shropshire Canal* was made accordingly : And whereas an Act was passed in the Session of the Seventh and Eighth Years of *George the Fourth*, intituled *An Act to amend and enlarge the Powers and Provisions of the several Acts relating to the Ellesmere and Chester Canal Navigation*, whereby a Company (in this Act called "the *Ellesmere and Chester Company*") were incorporated by the Name of "The United Company of Proprietors of the *Ellesmere and Chester Canal*:" And whereas an Act was passed in the Eighth Year of Her present Majesty, intituled *An Act for uniting the Birmingham and Liverpool Junction Canal Company with the Ellesmere and Chester Canal Company*, whereby the Shareholders of the Company of Proprietors of the *Birmingham and Liverpool Junction Canal Navigation* were united and incorporated with the *Ellesmere and Chester Company* : And whereas by "The *Shropshire Union Railways and Canal (Chester and Wolverhampton Line)* Act, 1846," the Name "*Shropshire Union Railways and Canal Company*" was given to the *Ellesmere and Chester Company*, instead of their original Name of Incorporation (and which Company are in this Act called "The *Shropshire Union Company*"), and by that Act they were authorized to make a Railway from *Calveley* to *Wolverhampton* : And

7 & 8 G. 4.
c. cii.

8 & 9 Vict.
c. ii.

9 & 10 Vict.
c. cccxxii.

9 & 10 Vict.
c. cccxxiii.

9 & 10 Vict.
c. cccxxiv.

10 & 11 Vict.
c. cxxi.

Indentures and Articles of Agreement, dated 31st Oct. 1849.

whereas by "The *Shropshire Union Railways and Canal (Shrewsbury and Stafford Railway)* Act, 1846," the *Shropshire Union Company* were authorized to make a Railway from *Shrewsbury* to *Stafford*, with Branches therefrom : And whereas by "The *Shropshire Union Railways and Canal (Newtown to Crewe, with Branches)* Act, 1846," the *Shropshire Union Company* were authorized to make a Railway from *Newtown* to *Crewe*, with Branches therefrom : And whereas by "The *Shropshire Union Railways and Canal (Lease)* Act, 1847," the *Shropshire Union Company* were empowered to grant, and the *London and North-western Railway Company* (in this Act called "The *London and North-western Company*") were empowered to accept, a Lease in perpetuity of the Undertaking of the *Shropshire Union Company* : And whereas the *Shropshire Union Company* made and opened for public Traffic their Railway from *Shrewsbury* to *Stafford* : And whereas by an Indenture dated the Thirty-first Day of *October* One thousand eight hundred and forty-nine, between the Canal Company of the one Part and the *Shropshire Union Company* of the other Part, the Canal Company demised all the Tolls and Duties payable to them in respect of the *Shropshire Canal* unto the *Shropshire Union Company* for Twenty-one Years at a yearly Rent : And whereas by an Indenture also dated the Thirty-first Day of *October* One thousand eight hundred and forty-nine the Canal Company demised the *Shropshire Canal* with the Appurtenances unto the *Shropshire Union Company* for Twenty-one Years : And whereas by Articles of Agreement also dated the Thirty-first Day of *October*

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One thousand eight hundred and forty-nine, between the Canal Company of the one Part and the *Shropshire Union* Company of the other Part, an Agreement was made for the Sale by the Canal Company and the Purchase by the *Shropshire Union* Company of the *Shropshire* Canal for Sixty-two thousand five hundred Pounds, and for Application being made to Parliament for an Act to authorize such Sale and Purchase: And whereas by “The *Shropshire Union* 17 & 18 Vict. Railways and Canal Act, 1854,” the several Canals to and in which c. clxxxix. the *Shropshire Union* Company were then entitled or interested, and their Part and Interest of and in the *Shrewsbury and Stafford* Railway, and the Works, Stations, Lands, Buildings, and other Property connected therewith, were declared to constitute their Undertaking: And whereas the Canals, Railway, and Property of the *Shropshire Union* Company, including their Interest in the *Shropshire* Canal, have been leased to the *London and North-western* Company: And whereas the Capital of the *Shropshire Union* Company is fully called up: And whereas more than One Half of the Capital of the *London and North-western* Company is paid up: And whereas it is expedient that the recited Articles of Agreement of the Thirty-first Day of *October* One thousand eight hundred and forty-nine be confirmed and carried out, and that the *Shropshire* Canal and other the Property of the Canal Company be transferred to the *Shropshire Union* Company accordingly, and be comprised in the Lease made by the *Shropshire Union* Company to the *London and North-western* Company: And whereas it is expedient that the *London and North-western* Company be authorized to convert Parts of the *Shropshire* Canal into a Railway, and for the Purposes of such Conversion, and in connexion therewith, to make and maintain a Railway, commencing by a Junction with the *Shrewsbury and Stafford* Railway about Twelve Miles from *Shrewsbury*, to *Sutton Maddock*, near to the Terminus of the *Shropshire* Canal at *Coalport*, and to discontinue, for the Purposes of public Navigation, Parts of the *Shropshire* Canal, and to make incidental Arrangements with respect to Lands and Waters: And whereas it is expedient that the Affairs of the Canal Company be wound up, and the Canal Company be dissolved: And whereas it is expedient that the *London and North-western* Company be authorized to apply Part of their present Capital for the Purposes of this Act, and that the Acts of the *London and North-western* Company should be amended: And whereas it is expedient that the *London and North-western* Company be authorized to enter into Contracts for the User of the Railway belonging to the Duke of *Sutherland* or his Lessees between the *Donnington* Station on the *Shrewsbury and Stafford* Railway and the proposed Railway: And whereas it is expedient that Provision be made for the Conversion, by Agreement, into Stock of the *London and North-western* Company of the Stock or Shares of the *Shropshire Union* Company: And
whereas

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whereas it is expedient that the *London and North-western* Company be authorized to purchase Lands in the Parish of *Watford* in the County of *Herts*: And whereas it is expedient that the *London and North-western* Company and the *Great Western* Railway Company (in this Act called the *Great Western* Company) be authorized to make and carry out Agreements with respect to the Acquisition or User by the *London and North-western* Company of Lands at *Shrewsbury* belonging to the *Great Western* Company which it may be expedient for the *London and North-western* Company to acquire or use for more conveniently making, maintaining, and using their Railway and Works at *Shrewsbury* authorized by "The *London and North-western* Railway Act, 1856:" And whereas it is expedient to amend the Provisions of Section 53 of "The *Great Western, Birmingham, and Chester* Railways Act, 1854," with respect to the Costs and Expenses of the joint Station at *Chester*: And whereas Plans and Sections showing the Lines and Levels of the intended Railway and other Works in connexion with the *Shropshire* Canal, and a Book of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been deposited with the Clerk of the Peace for the County of *Salop*: And whereas Plans of the Lands in the Parish of *Watford* proposed to be taken by the *London and North-western* Company, and a Book of Reference thereto containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been deposited with the Clerk of the Peace for the County of *Herts*: And whereas the Objects of this Act cannot be attained 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.

I. This Act may be cited for all Purposes as "*London and North-western* Railway Act, 1857."

8 & 9 Vict.
cc. 18. & 20.
incorporated.

II. "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," are incorporated with and form Part of this Act.

Recited
Agreement
for Sale of
Shropshire
Canal con-
firmed.

III. The recited Agreement of the Thirty-first Day of *October* One thousand eight hundred and forty-nine for the Sale by the Canal Company and the Purchase by the *Shropshire Union* Company of the *Shropshire* Canal is by this Act confirmed, and subject to the Provisions of this Act shall be carried into execution.

IV. From

London and North-western Railway Act, 1857.

IV. From and after the passing of this Act the *Shropshire Canal* and all Towing-paths, Reservoirs, Aqueducts, Messuages, Lands, Wharfs, Buildings, Works, and Conveniences thereto belonging or connected therewith, and all the Boats, Barges, Engines, Machinery, Implements, Ropes, Chains, Chattels, and other Personal Estate and Effects of the Canal Company, with the Appurtenances, shall be by this Act transferred to and vested in the *Shropshire Union Company*, but subject to all Mortgages, Charges, Incumbrances, Claims, and Demands whatsoever at the Time of the passing of this Act affecting the same or the Canal Company in respect thereof.

Shropshire Canal vested in Shropshire Union Company, subject to Charges thereon.

V. Provided always, That all Moneys at the Time of the passing of this Act belonging or due or accruing to the Canal Company, and the Interest (if any) thereon shall, notwithstanding such Transfer, remain and be Part of the Assets of the Canal Company.

Moneys due to Canal Company saved to them.

VI. Provided always, That such Transfer of the *Shropshire Canal* and Premises shall be evidenced sufficiently and conclusively by a Deed of Transfer duly stamped, and in which Deed the Consideration for the same shall be fully and truly set forth.

Transfer to be evidenced by Deed.

VII. Two Parts of the Deed of Transfer shall be executed, and One Part thereof shall be deposited by the *London and North-western Company* with the Clerk of the Peace for the County of *Salop*, and the other Part thereof shall be retained by the *London and North-western Company*.

Deposit of Deed of Transfer.

VIII. The Part so deposited with the Clerk of the Peace for the County of *Salop* shall be received and retained by him, and he shall permit all Persons interested to inspect the same and to make Copies and Extracts from the same in like Manner, upon like Terms, and under like Penalty for Default as provided by the Act of the Session of the Seventh Year of *William* the Fourth and the First Year of Her present Majesty, Chapter Eighty-three, with respect to Documents therein referred to.

Custody of Deed of Transfer.

IX. The Clerk of the Peace for the County of *Salop* shall, at the Request of the *London and North-western Company*, on receiving a Part of the Deed of Transfer, indorse on the Part thereof retained by the *London and North-western Company* a Memorandum of such Receipt; and the Production by the *London and North-western Company* of a Copy of this Act, or of an Instrument purporting to be the Part retained by them of the Deed of Transfer, with an Indorsement thereon by that Clerk of the Peace, shall be Evidence of such Transfer having taken effect.

Evidence of Transfer.

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Shropshire Canal vested in the London and North-western Company as Lessees under Shropshire Union Company.

X. From and after the passing of this Act, and thenceforth during the Continuance of the Lease from the *Shropshire Union Company* of their Canals and Railway to the *London and North-western Company*, the *Shropshire Canal* and Premises by this Act vested in the *Shropshire Union Company* shall by this Act be vested in the *London and North-western Company* as Part of the Canals by that Lease demised to the *London and North-western Company*.

Lease to be construed accordingly.

XI. From and after the passing of this Act that Lease shall be construed and have effect as if the *Shropshire Canal* and Premises had been originally Part of the Canals comprised therein and demised thereby, and all the Covenants, Powers, Conditions, Provisoes, and Stipulations of the Lease shall be construed and have effect accordingly.

Powers of Canal Company to be exercised accordingly.

XII. From and after the passing of this Act all the Powers, Authorities, Discretions, Rights, Privileges, and Indemnities whatsoever of the Canal Company under and by virtue of the recited Act of the Twenty-eighth Year of *George* the Third, and any or every other Act relating to the Canal Company and their Undertaking or any Part thereof, with respect to the *Shropshire Canal* and Premises by this Act comprised in that Lease, and the Maintenance, Conduct, Regulation, Management, and User thereof, and the Tolls, Rates, Duties, and Charges to be from Time to Time demanded and taken or received in respect of the same, or otherwise howsoever relating to the Undertaking of the Canal Company or any Part thereof, are by this Act vested in the *London and North-western Company* during the Continuance of that Lease, and in case of the Determination thereof thenceforth in the *Shropshire Union Company*, and may be had, exercised, and enjoyed by those Two Companies respectively and their respective Directors, Officers, and Servants accordingly; and all such Tolls, Rates, Duties, and Charges respectively may be demanded, taken, and received by the *London and North-western Company* during the Continuance of that Lease, and after the Determination thereof by the *Shropshire Union Company*.

Payment to be made by London and North-western Company to Canal Company.

XIII. In consideration of the Transfer by this Act of the *Shropshire Canal* to the *Shropshire Union Company*, and the vesting thereof in the *London and North-western Company* as Lessees under the *Shropshire Union Company*, the *London and North-western Company* may and shall, within Six Months after the passing of this Act, pay to the Canal Company all Arrears of Rent then due to the Canal Company under the Lease granted by them to the *Shropshire Union Company*, and a due Proportion up to the Day of the passing of this Act of the Rent then current, and also Sixty-two thousand five hundred Pounds, with Interest thereon at the Rate of Five Pounds

per

London and North-western Railway Act, 1857.

per Centum per Annum from the Day of the passing of this Act to the Day of Payment.

XIV. Forthwith after Payment by the *London and North-western* Company to the Canal Company of the Sixty-two thousand five hundred Pounds, with such Interest and Arrears and proportionate Part of Rent, the Affairs of the Canal Company shall be wound up, and thereupon the Canal Company shall be dissolved and cease to exist.

Canal Com-
pany to be
wound up
and dis-
solved.

XV. In order to the winding-up of the Affairs of the Canal Company, the Persons who at the Time of the passing of this Act are the Committee of Management of that Company shall be taken to have been duly appointed Members of that Committee for the Purposes of this Act, and the Entries in those Books shall be conclusive Evidence of the Validity of such Appointment, and the Members from Time to Time of that Committee shall have and may exercise the like Powers of meeting and adjourning as the Committee of Management under the recited Act of the Twenty-eighth Year of *George* the Third, and as if they were the Committee of Management under that Act, and all such other Powers, Discretions, and Authorities as are necessary for winding up the Affairs of that Company, and any other Purposes of this Act.

Committee
of Manage-
ment of
Canal Com-
pany con-
tinued for
winding up.

XVI. Forthwith after Payment by the *London and North-western* Company to the Canal Company of the Sixty-two thousand five hundred Pounds, and such Interest as by this Act provided, the Committee of Management shall, subject to such Deductions thereout as may be necessary by reason of any outstanding or other Claims against the Canal Company, and any Costs or Expenses which the Committee of Management may have incurred or be or become liable to pay in winding up the Affairs of the Company, or incident thereto, distribute the same, and the other Assets, if any, of the Canal Company, among the Shareholders, rateably in proportion to their respective Shares therein.

Distribution
of Assets of
Canal Com-
pany among
Share-
holders.

XVII. Forthwith after the Payment of the Sixty-two thousand five hundred Pounds, and such Interest as by this Act provided, by the *London and North-western* Company to the Canal Company, the Committee of Management shall publish in each of Four successive Weeks in the *London Gazette*, and in One or more of the Newspapers circulated in the County of *Salop*, Notice referring to this Act, and expressing the Intention of the Committee of Management, pursuant to the Provisions of this Act, forthwith to distribute the net Assets of the Canal Company among the Shareholders thereof, and requiring all Persons claiming to be entitled to Shares in the Canal Company to procure themselves to be registered as Shareholders

Notice by
Advertisse-
ment of in-
tended Dis-
tribution.

in

London and North-western Railway Act, 1857.

in order to their being entitled to participate in such Distribution of Assets.

Repetition of Notice by Advertisement;

XVIII. If at the Expiration of Six Months after the Payment of the Sixty-two thousand five hundred Pounds, and such Interest as by this Act provided, by the *London and North-western Company* to the Canal Company, any Part of the Assets of the Canal Company remain undistributed by reason of any Share thereof not having been duly claimed, the Committee of Management shall publish in Three successive Weeks in the *London Gazette*, and in One or more of the Newspapers circulated in the County of *Salop*, Notice containing the Names, in alphabetical Order, of the Persons appearing by the Books of the Canal Company to be Shareholders therein who have not claimed their Shares of the Assets to be distributed, and stating that if they or their Representatives do not make and substantiate their Claims thereto within Twelve Months after the Day on which such Payment was made by the *London and North-western Company*, their respective Shares of the Assets to be distributed will be paid into the Court of Chancery as by this Act provided.

and by Circulars also.

XIX. In addition to such Notice by Advertisement, the Committee of Management shall also give or send by Post unto, or leave at the usual or last known Place of Abode in *England* of every Person appearing by the Books of the Canal Company to be the last Holder of any Share in respect of which a Proportion of the distributable Assets of the Canal Company is not claimed, a Copy of such Notice: Provided always, that if the usual or last known Place of Abode of any such Shareholder cannot on reasonable Inquiry be ascertained by the Committee of Management, it shall not be requisite for them so to give, send, or leave to or for him a Copy of such Notice, but the Notice so published shall be sufficient Notice to him of all Matters expressed therein.

Cases in which undistributed Assets may be paid into Court.

XX. If at the Expiration of Twelve Months after the Payment of the Sixty-two thousand five hundred Pounds, and such Interest as by this Act provided, by the *London and North-western Company* to the Canal Company, any Part of the net Assets of the Canal Company then distributable remain undistributed for any of the following Reasons, then the Amount so undistributed shall be paid by the Committee of Management into the Court of Chancery as by this Act provided; that is to say, if any such Assets remain undistributed,

First, by reason of the same not having been claimed by any Person entitled thereto;

Secondly, by reason of any Person claiming the same not having shown, to the Satisfaction of the Committee of Management, a sufficient Title thereto;

Thirdly,

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Thirdly, by reason of the Persons claiming the same being under any Disability or Incapacity, and no Person competent to give an effectual Receipt for the same having claimed the same on behalf of such Person ;

Fourthly, by reason of Two or more Persons entitled to receive one and the same Sum of Money not agreeing as to the Person or Persons to whom or the Manner in which the same is to be paid, or otherwise disputing the Title thereto.

XXI. All Moneys to be from Time to Time paid into the Court of Chancery under this Act by the Committee of Management of the Canal Company may and shall be paid into the High Court of Chancery according to the Provisions of the Act of the Session of the Tenth and Eleventh Years of Her present Majesty, Chapter Ninety-six, or any other Act from Time to Time in force for the Relief of Trustees, to an Account *ex parte* the *Shropshire* Canal Company, but the Committee of Management may deduct out of every Sum of Money which they shall pay into Court under the Directions of this Act all such Costs, Charges, and Expenses as they shall incur in relation to such Payment, and any Applications to the Court for that Purpose, and the Court may order all such Costs as shall be incurred by the Committee of Management in appearing upon any Application to the Court by any Persons claiming the Moneys which under the Provisions of this Act are paid into Court to be paid to them out of such Moneys.

Payment into Court of undistributed Assets.

XXII. The Receipt of any Shareholder in the Canal Company, or of any Trustee, Committee, Guardian, or Agent of any such Shareholder, shall be a sufficient and effectual Discharge to the Canal Company, and the Committee of Management and every Member thereof, for the Money paid in respect of the Share or Shares of any Shareholder in the Canal Company, and from all Liability, Claims, and Demands in respect thereof, and the Canal Company or the Committee of Management, or any Member thereof, shall not be liable to see to the Application of any Money paid on such Receipt, and notwithstanding they or any of them may have had Notice of any Trust affecting such Money or any Part thereof.

Receipts for distributed Assets.

XXIII. The *Shropshire Union* Company and the *London and North-western* Company, or One of them, shall bear and pay all the Costs, Charges, and Expenses of the Canal Company and their Committee of Management of and attending and incident to the obtaining of this Act, including the Expenses connected with the passing of the Act through Parliament, and of all Acts necessary or incident thereto, or to the Protection of the Interests of the Canal Company during such Progress, and the preparing, executing, and perfecting of the

Expenses of Canal Company to be paid by *Shropshire Union* or *London and North-western* Company.

[Local.]

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Deeds

London and North-western Railway Act, 1857.

Deeds of Transfer of the *Shropshire* Canal, such Costs, Charges, and Expenses, in case of Difference, to be from Time to Time taxed and certified according to the Provisions for the Taxation of Costs of Conveyances of Section Eighty-three of the Lands Clauses Consolidation Act, 1845, and when so taxed and certified may, if not duly paid, be recovered by the Canal Company from the *Shropshire Union* Company and the *London and North-western* Company, or either of them, with full Costs of Suit, in any Court of competent Jurisdiction.

London and North-western and *Shropshire Union* Companies to represent Canal Company;

XXIV. From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the *London and North-western* Company during the Continuance of that Lease, and in case of the Determination thereof, thenceforth the *Shropshire Union* Company, shall, with respect to the *Shropshire* Canal and the Undertaking of the Canal Company, represent the Canal Company as if the *Shropshire Union* Company had been the original Undertakers of the *Shropshire* Canal.

and to perform Duties of Canal Company.

XXV. From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the *London and North-western* Company during the Continuance of that Lease, and in case of the Determination thereof, thenceforth the *Shropshire Union* Company, shall be subject to all Claims and Demands, and shall perform and conform to all Duties, Obligations, and Liabilities, to which the Canal Company immediately before the passing of this Act were or but for this Act would become subject, and shall indemnify the Canal Company and their Officers and Servants, and their respective Representatives, from all such Duties, Obligations, and Liabilities, and all Costs, Damages, and Expenses in that Behalf.

General Saving of Rights under Acts relating to Canal.

XXVI. Notwithstanding the vesting in the *Shropshire Union* Company, and in the *London and North-western* Company as their Lessees, of the *Shropshire* Canal, and the Dissolution of the Canal Company, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done and suffered and confirmed respectively under or by the recited Act of the Twenty-eighth Year of *George* the Third, and any or every other Act relating to the Canal Company, shall be as valid as if this Act were not passed, and such vesting and Dissolution and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such vesting and Dissolution had not happened and this Act were not passed, would be incident to and consequent on any and every thing so done, suffered, and confirmed respectively; and with respect

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respect to all such Things so done, suffered, and confirmed respectively, and all such Rights, Liabilities, Claims, and Demands, the *London and North-western* Company during the Continuance of that Lease, and in case of the Determination thereof, thenceforth the *Shropshire Union* Company, shall to all Intents represent the Canal Company: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

XXVII. Notwithstanding such vesting and Dissolution, all the Provisions of any and every Act of Parliament relating to the Canal Company and their Officers and Servants respectively, and on the Commencement of this Act in force, shall be of the like Force as if such vesting and Dissolution had not happened, and may be exercised, enforced, and enjoyed by and against the *London and North-western* Company during the Continuance of that Lease, and in case of the Determination thereof, thenceforth by and against the *Shropshire Union* Company, and by and against their respective Officers and Servants accordingly, in as full and beneficial a Manner to all Intents as the same respectively might be exercised, enforced, and enjoyed by and against the Canal Company, and their Officers and Servants respectively, if this Act were not passed.

Provisions of
other Acts
continued.

XXVIII. Notwithstanding such vesting and Dissolution, all Purchases, Sales, Securities, and Contracts before the passing of this Act made by, to, or with the Canal Company with reference to the Purposes of their Undertaking shall be as effectual to all Intents for, against, and with respect to the *London and North-western* Company during the Continuance of that Lease, and in case of the Determination thereof, thenceforth with respect to the *Shropshire Union* Company, as if the same had been made by, to, or with respect to the *London and North-western* Company, or (as the Case may be) the *Shropshire Union* Company instead of the Canal Company, and may be proceeded on and enforced in like Manner to all Intents as if the *London and North-western* Company, or (as the Case may be) the *Shropshire Union* Company, had been party or privy thereto or referred to therein, instead of the Party actually party or privy thereto or referred to therein.

Contracts,
&c. pre-
served.

XXIX. Notwithstanding such vesting, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Canal Company before the passing of this Act shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect both in favour of and against the Canal Company in the same Manner to all Intents as if this Act were not passed.

Actions not
to abate, &c.

XXX. Not-

London and North-western Railway Act, 1857.

Debts to be paid.

XXX. Notwithstanding such vesting, all Persons who immediately before the passing of this Act owed any Money to the Canal Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due and payable or accruing for the same, to the Canal Company; and all Moneys which immediately before the passing of this Act were owing by or recoverable from the Canal Company, or for the Payment of which they were or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Canal Company: Provided always, that the *London and North-western* Company shall indemnify the Canal Company from all Liability, Claims, and Demands with respect to any such Monies charged on the *Shropshire* Canal, or owing by or recoverable from the Canal Company in respect thereof.

Byelaws continued for Six Months.

XXXI. Notwithstanding such vesting and Dissolution, all Byelaws of the Canal Company made before the passing of this Act with respect to the *Shropshire* Canal shall for the Purposes of this Act, but not (unless sooner re-made under this Act) longer than Six Months after the passing of this Act, continue of full Force as if this Act were not passed, and such Byelaws may be enforced, and all Proceedings thereon may be continued or taken, and all Penalties thereunder may be recovered accordingly.

Books, &c. continued Evidence.

XXXII. Notwithstanding such vesting and Dissolution, all Documents, Books, and Writings by any Act relating to the Canal Company directed or authorized to be kept, and which, if this Act were not passed, would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

Officers continued.

XXXIII. Notwithstanding such vesting, every Officer and Servant appointed by virtue of or acting under any Act relating to the Canal Company, and employed in or about the Management, Working, or User of the *Shropshire* Canal, shall hold and enjoy his Office and Employment in that Behalf, with the Salary thereto annexed, and be deemed an Officer and Servant of the *London and North-western* Company until he be removed from such Office and Employment, and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Rules, Regulations, Pains, and Penalties, as if he were appointed by the *London and North-western* Company under this Act.

Power to agree for Conversion of Shares or Stock of Shropshire

XXXIV. The *London and North-western* Company on the one hand, and the *Shropshire Union* Company on the other hand, with the Consent of Three Fifths at the least of the Votes of the Shareholders of the respective Company present, in Person or by Proxy, at any

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any Extraordinary Meeting of the respective Company specially convened for the Purpose, or the *London and North-western* Company on the one hand, with such Consent, and all or any of the Shareholders of the *Shropshire Union* Company on the other hand, may from Time to Time make and enter into all such Agreements as they respectively think fit with respect to the Conversion of all or any of the Shares or all or any Part of the Stock of the *Shropshire Union* Company into ordinary Stock of the *London and North-western* Company.

Union Company into ordinary Stock of London and North-western Company.

XXXV. According to the Terms of such Agreements respectively all or any of the Shares or all or any Part of the Stock of the *Shropshire Union* Company shall from Time to Time be converted into ordinary Stock of the *London and North-western* Company.

Conversion accordingly.

XXXVI. The Shares or Stock of the *Shropshire Union* Company so from Time to Time converted shall thereupon cease to exist, and the *London and North-western* Company may and shall thereupon issue to the several Shareholders or Stockholders of the *Shropshire Union* Company whose Shares or Stock are so converted, and in lieu thereof, ordinary Stock of the *London and North-western* Company.

Issue of ordinary Stock of London and North-western Company in lieu of Shares or Stock so converted.

XXXVII. Provided always, That the total nominal Amount of the ordinary Stock of the *London and North-western* Company so issued shall not exceed One Half the total nominal Amount of the Stock or Shares of the *Shropshire Union* Company so converted.

Restriction as to Amount of such ordinary Stock.

XXXVIII. The ordinary Stock of the *London and North-western* Company so issued to Shareholders or Stockholders of the *Shropshire Union* Company shall vest in and belong to the Shareholders or Stockholders to whom it is issued, and shall be vested in them respectively as representing to all Intents and subject to like Trusts and Dispositions as the Shares or Stock of the *Shropshire Union* Company in lieu of which it is so issued, and so as not to prejudice but to give effect to any Will or testamentary or other Disposition.

The ordinary Stock to represent the Shares or Stock converted.

XXXIX. The ordinary Stock of the *London and North-western* Company created by this Act, and so issued, shall confer like Rights of voting, Qualification, and other Privileges as the other ordinary Stock of that Company.

Privileges conferred by the ordinary Stock.

XL. Subject to the Provisions of this Act, the *London and North-western* Company may make and maintain in and upon the Lands in the County of *Salop*, shown on the Plans and described in the Books of Reference thereto respectively deposited for the Purposes of this Act with the Clerk of the Peace for the County of *Salop*, and in the Lines and according to the Levels shown on the Plans and Sections so deposited, the Railway by this Act authorized, and for that

Power for London and North-western Company to make Railway and take Lands for the Purpose.

[Local.]

18 D

Purpose

London and North-western Railway Act, 1857.

Purpose may enter upon, take, and use such of those Lands as they think fit, and convert to the Purposes of the Railway such Parts as they think fit of the *Shropshire* Canal and the Works and Conveniences thereof now being Parts of those Lands.

Railway
authorized
to be made.

XLI. The Railway by this Act authorized to be made and maintained is as follows; (to wit,)

A Railway with all proper Stations, Works, and Conveniences connected therewith, commencing by a Junction with the *Shrewsbury and Stafford* Railway in the Township of *Hadley* and Parish of *Wellington* in the County of *Salop*, at a Point about Two hundred Yards Westward of the Mile Post on the *Shrewsbury and Stafford* Railway denoting Twelve Miles from *Shrewsbury*, occupying in the Course thereof Portions of the Site of the *Shropshire* Canal, and terminating in the Parish of *Sutton Maddock* in the County of *Salop*, at a Point Ten Chains or thereabouts to the Eastward of the Terminus of the *Shropshire* Canal at *Coalport*.

Power to
alter En-
gineering
Works.

XLII. The Company may deviate from or alter any Arches or other Viaducts, Tunnels, or other Engineering Works delineated on the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and may make any Arches or Arching over any Parts of the Railway where such Arches or Arching are or is requisite for the Accommodation of the Owners, Lessees, or Occupiers of any Lands adjoining or near to the Railway: Provided always, that the Company shall not make any Engineering Work not shown on those Plans or Sections, instead of any Viaduct or Tunnel shown thereon, unless authorized by a Certificate from the Board of Trade, as provided by Section XIV. of the Railways Clauses Consolidation Act, 1845.

Level Cross-
ings.

XLIII. Subject to the Provisions of this Act, the *London and North-western* Company may carry the Railway by this Act authorized with a double Line of Railway across and on the Level of the several Roads, numbered respectively on the Plans deposited for the Purposes of this Act with the Clerk of the Peace for the County of *Salop*, as follows; (to wit,)

Parish.	Number on Plan.	Description of Road.
Wombridge - - -	30	Public Highway.
Shiffnal - - -	4	Turnpike Road.

Lodges at
level Cross-
ings.

XLIV. For the greater Convenience and Security of the Public the *London and North-western* Company shall provide and permanently maintain either a Station or a Lodge at the Points where the
Railway

London and North-western Railway Act, 1857:

Railway crosses those Roads on the Level, and shall be subject to and abide by all such Rules and Regulations with respect to the crossing of those Roads on the Level, or with respect to the Speed at which Trains shall pass those Roads, as are from Time to Time made by the Board of Trade; and if the *London and North-western Company* fail to provide or at all Times maintain any such Station or Lodge, or to appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence continues after the Penalty of Twenty Pounds is incurred.

XLV. The Board of Trade, if it appear to them necessary for the public Safety, at any Time, either before or after the Railway by this Act authorized is completed and opened for public Traffic, may require the *London and North-western Company*, within such Time as the Board of Trade direct, and at the Expense of that Company, to carry any or either of those Roads either under or over the Railway by means of a Bridge or Arch in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case appear to the Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Board of Trade may require a Bridge to be erected in lieu of level Crossings.

XLVI. The *London and North-western Company* may, in the Construction of the Bridges for carrying the Railway over the Roads herein-after mentioned, construct such Bridges respectively of the Height and Span as follows :

Construction of Bridges.

Number on Plan.	Parish.	Height.	Span.
11	Wellington - - -	16 Feet -	30 Feet.
21	Wombridge - - -	15 Feet -	20 Feet.
48	Stirchley - - -	16 Feet -	30 Feet.
10	Madeley - - -	16 Feet -	30 Feet.

XLVII. The *London and North-western Company*, with respect to the following Roads, may make the Rate of Inclination thereof, when altered, not steeper than as follows :

Inclination of Roads.

Parish.	Number on Plan.	Description of Road.	Inclination.
Shiffnal - - -	23	Road and Railway - - -	1 in 10
Dawley Magna - - -	30	Public Highway and Bridge	1 in 11
Stirchley - - -	48	Turnpike Road and Bridge -	1 in 11
Madeley - - -	10		
Ditto - - -	104	Public Highway - - -	1 in 10
Sutton Maddock - - -	3	Road and Bridge - - -	1 in 10

XLVIII. Whereas

London and North-western Railway Act, 1857.

Prohibiting any Interference with Shrewsbury and Birmingham Railway.

XLVIII. Whereas the Railway by this Act authorized will cross over the Tunnel in the Parish of *Wombridge*, through which the *Shrewsbury and Birmingham* Line of the *Great Western* Railway Company passes; Therefore, notwithstanding anything in this Act contained, the *London and North-western* Company shall, if required by the *Great Western* Railway Company, so proceed with and construct the Works necessary for effecting a Crossing of the *Great Western* Railway as shall not require any Interference within that Tunnel, and shall not, without the Consent of the *Great Western* Railway Company, interfere with that Tunnel, and if by reason of the Railway by this Act authorized, or the User thereof, or the Execution of any of the Works by this Act authorized, that Tunnel or the Traffic through it be in any way damaged or injured, or the Stability or Security thereof be in any way prejudicially affected, the *London and North-western* Company shall, on Demand, repay to the *Great Western* Company the Amount of such Damage or Injury, and of all Expenses of making good the Tunnel, or providing for the Stability or Security of the Tunnel, or of the Traffic through it.

Company to afford Facilities for connecting Railway with Madeley Branch, &c.

XLIX. The Company shall also, at the Request of the *Great Western* Railway Company, and at the Expense of the last-mentioned Company, afford all necessary Facilities and construct all necessary Works within the Powers of this Act conferred upon them for connecting the Railway hereby authorized with the *Madeley* Branch of the *Great Western* Railway at or near the Point where the same is crossed by the Railway hereby authorized, and also with the Main Line of the *Great Western* Railway at or near the *Hollins Wood* Siding upon the said Main Line in such Manner as in the event of Difference between the Companies shall from Time to Time be settled by an Arbitrator to be appointed by the Board of Trade.

Company to pay to Great Western Company their Share of Expense of purchasing Mines, &c. for Protection of Railway.

L. The Company shall pay to the *Great Western* Railway Company such Proportion of any Sum or Sums of Money which that Company may expend in the Purchase of Mines and Minerals under their Railway, or the Lands adjoining thereto, for the Protection of their Railway at and near the Point where the same is crossed by the Railway hereby authorized, as shall, in case of Difference, be determined by Arbitration in the Manner provided by the Railways Clauses Consolidation Act, 1845.

Power to stop up, &c. Roads, &c. for Purposes of Act.

LI. The *London and North-western* Company may, for the Purposes of the Works by this Act authorized, and so far as is in that Behalf necessary, and subject to the Provisions of the Railways Clauses Consolidation Act, 1845, stop up, remove, alter, and divert, whether temporarily or permanently, all Turnpike and other Roads and Highways, Towing-paths, Tramways, Bridges over the *Shropshire* Canal, and

London and North-western Railway Act, 1857.

and other Bridges, Aqueducts, Canals, Reservoirs, Locks, Wharfs, Sluices, Rivers, Streams, Brooks, Pipes, Waters, and Watercourses, within or adjoining the several Parishes, Townships, and other Places respectively named in the Book of Reference deposited for the Purposes of this Act with the Clerk of the Peace for the County of *Salop*, as it may be necessary or expedient to stop up, remove, alter, or divert for carrying the Purposes of this Act into execution, or in consequence of the passing thereof.

LII. The *London and North-western* Company, in addition to the Land which they are by this Act authorized to purchase for the Construction of the Railway, may, by Agreement, purchase any Quantity of Land not exceeding Five Acres, and either adjoining or near to their Railway or otherwise, as they shall deem convenient, for any of the extraordinary Purposes specified in the Railways Clauses Consolidation Act, 1845.

Land for extraordinary Purposes.

LIII. The Railway by this Act authorized shall be completed within Three Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the *London and North-western* Company for making or using that Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Period for Completion of Works.

LIV. After the Expiration of Three Years after the passing of this Act, if the Railway by this Act authorized be not then completed, the Payment of any Dividend on the ordinary and unguaranteed Capital of the *London and North-western* Company shall be suspended until that Railway is completed and opened for public Traffic.

Suspension of Dividend if Railway not completed within Three Years.

LV. The *London and North-western* Company, during the Continuance of the Lease to them from the *Shropshire Union* Company, and in case of the Determination thereof, the *Shropshire Union* Company, may from Time to Time demand and take the like Tolls for and in respect of the User of the Railway, and the like Rates and Charges for and in respect of all Passengers, Animals, and Goods from Time to Time conveyed on the Railway by this Act authorized to be made, or any Part thereof, as the Tolls and the Rates and Charges respectively which the *London and North-western* Company are now authorized to demand and take for and in respect of the User of, and for and in respect of Passengers, Animals, and Goods of the like Description from Time to Time conveyed on, the Railway comprised in the Lease from the *Shropshire Union* Company to the *London and North-western* Company; Provided always, that nothing herein contained shall be held or construed to authorize either of the said Companies to demand or take any greater or other Toll or

Tolls on Railway by this Act authorized.

[Local.]

18 E

Charge

London and North-western Railway Act, 1857.

Charge in respect of Traffic conveyed partly on the Railway by this Act authorized, and partly on the Railway comprised in the said Lease, for a less Distance in the whole than Six Miles, than they might have demanded and taken if the Railway by this Act authorized had originally formed Part of the Railway comprised in the said Lease.

Discontinu-
ance for
public Navi-
gation of
Parts of
Shropshire
Canal.

LVI. The *London and North-western* Company may discontinue for the Purposes of public Navigation the following Portions of the *Shropshire* Canal, and the Towing-paths and other Conveniences and Appurtenances thereto; (that is to say,) so much of the Canal as will be occupied by the Railway by this Act authorized, and so much of the Canal as lies between the Foot of the *Donnington Wood* Incline and the Foot of the *Stirchley* Incline of the Canal and the *Horsehay* Branch of the Canal, and such other Portions of the Canal between the *Donnington Wood* Incline and the *Stirchley* Incline as become unnecessary by reason of the Conversion and Works by this Act authorized, and all or any Branches or collateral Cuts between the *Donnington Wood* Incline and the *Stirchley* Incline connected with the Portions of Canal under the Authority of this Act converted and discontinued respectively.

London and
North-west-
ern Company
to dispose of
Site of con-
verted and
discontinued
Parts of
Canal ;

LVII. The *London and North-western* Company shall, within Ten Years after the passing of this Act, sell and dispose of all or any Part of the Lands in or upon which the Portions converted or discontinued under this Act of the Canal are situate, and also all Waters now flowing into the same or used in connexion therewith.

and make
and carry out
Agreements
relating
thereto.

LVIII. The *London and North-western* Company from Time to Time may enter into, make, and carry into effect all such Agreements and Arrangements with the Owners of any adjoining Lands, Mines, and other Property with respect to the same Lands and Waters, and the Sale and Disposition thereof, and the User and Occupation of the same, and for providing Water for such Furnaces, Iron Works, and Steam Engines as now derive their Supply of Water from the Canal, as the *London and North-western* Company think fit; and such Agreements and Arrangements respectively may be on such Terms and Conditions whatsoever as the Parties thereto mutually agree on, and all such Agreements and Arrangements shall be valid and effectual, and may and shall be carried into effect accordingly.

Agreements
as to Rail-
way of the
Lilleshall
Company.

LIX. The *London and North-western* Company and the Duke of *Sutherland* and his Lessees respectively as Proprietors of the *Lilleshall* Works from Time to Time may enter into and carry into effect all such Contracts and Arrangements as they respectively mutually agree on, for and with respect to the User by the *London and North-western* Company of the Railway belonging to the Duke of *Sutherland*

or

London and North-western Railway Act, 1857.

or his Lessees from the *Donnington* Station on the *Shrewsbury and Stafford* Railway to its Junction with the Railway by this Act authorized, and for all incidental Matters, and such Contracts and Arrangements respectively may be for such Period and on such Terms and Conditions whatsoever as the Parties thereto respectively mutually agree on, and shall be valid and effectual to all Intents, and may and shall be carried into execution accordingly.

LX. Where the Limits of Deviation extend within the Margin of the River *Severn* the Railway shall not deviate Riverward of the Red Lines marked L. M. and M. N. on a Plan deposited at the Admiralty without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain and Ireland*, or the Commissioners for executing the Office of Lord High Admiral, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only in such Manner as may be mentioned in any such Consent.

Restricting Deviation where Limits extend within Margin of River *Severn*.

LXI. The Company shall not claim or be entitled to any exclusive Right of Water Frontage where the Railway is carried along the Shore, but only such Frontage as the Company may require for the Uses of the Railway, and any other Persons legally entitled may, with the previous Assent of and as approved of by the said Lord High Admiral or the said Commissioners, to be signified in Writing under the Hand of the Secretary of the Admiralty, construct Quays and Wharfs to Riverward of the Railway.

Company not to claim exclusive Right of Water Frontage where Railway carried along Shore.

LXII. Where the Railway cuts off or will cut off Access between the Land and Water, the Company shall, during the Formation of the Railway, make and for ever thereafter make and maintain and allow to be used by all Persons and at all Times, free of Toll or other Charge, all such Footways and Carriageways over, under, or across the Railway or on a Level therewith as now exist, in such Manner as the said Lord High Admiral or the said Commissioners shall at any Time or from Time to Time require, such Requirement to be signified in Writing under the Hand of the Secretary of the Admiralty.

Where Access between Land and Water cut off, Footways and Carriageways to be made.

LXIII. It shall not be lawful for the Company to construct any Work in or affecting the River *Severn* hereby or otherwise authorized to be made, save for the Purpose of effecting the Interchange of Traffic to and from Vessels navigating the River *Severn*, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain and Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plan and under such Restrictions

No Works affecting River *Severn* to be constructed without Consent of Admiralty.

London and North-western Railway Act, 1857.

tions and Regulations as the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, may approve, such Approval being signified as last aforesaid; and where any such Work shall have been constructed, it shall not be lawful for the Company at any Time to alter or extend the same without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if any such Work shall be commenced or completed, or be altered or extended, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Admiralty
may order
local Survey
at Expense
of Company.

LXIV. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, over, or affecting the River *Severn*, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and, if not paid upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Works abandoned or disused may be removed at Expense of Company.

LXV. If any Work to be constructed by the Company in, under, over, through, or across the River *Severn*, or if any Portion of any Work which affects or may affect any such River or Access thereto, shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Power for the London and North-western Company to take Lands at Watford.

LXVI. Subject to the Provisions of this Act, the *London and North-western* Company may enter upon and take and use such of the Lands in the Parish of *Watford* shown on the Plans and described in the Book of Reference thereto respectively deposited for the Purposes of this Act with the Clerk of the Peace for the County of *Herts* as they think fit.

LXVII. The

London and North-western Railway Act, 1857.

LXVII. The *London and North-western* Company and the *Great Western* Company respectively from Time to Time may enter into any Contract or Arrangement with respect to the Acquisition or User by the *London and North-western* Company of any of the Lands at *Shrewsbury* now belonging to the *Great Western* Company, and which for enabling the *London and North-western* Company the more conveniently to make, maintain, and use their Railway and Works at *Shrewsbury* by "The *London and North-western* Railway Act, 1856," authorized, it may be necessary or desirable that the *London and North-western* Company should acquire or use, and for all incidental Matters; and every such Contract and Arrangement may be on such Terms and Conditions whatsoever as those Two Companies mutually agree on; and every such Contract and Arrangement shall be valid and effectual to all Intents, and may and shall be carried into effect accordingly.

Power for
London and
North-west-
ern Company
and Great
Western
Company to
agree as to
Lands at
Shrewsbury.

LXVIII. And whereas by Section LIII. of "The *Great Western, Birmingham, and Chester* Railways Act, 1854," after reciting that by an Arrangement between the *London and North-western*, the *Birkenhead, Lancashire, and Cheshire Junction*, the *Shrewsbury and Chester*, and the *Chester and Holyhead* Railway Companies, a large central Station had been erected in the City of *Chester*, and by the Minutes of such Arrangement it was provided that the Cost of the Lands and Construction of the Station and incident thereto, as also the working Expenses thereof, should be paid in certain Proportions, and reciting that since that Arrangement the Parties thereto, or some of them, had altered or extended their respective Undertakings, and that by the now-reciting Act the Undertakings of the *Shrewsbury and Chester* and the *Shrewsbury and Birmingham* Railway Companies would be united with that of the *Great Western* Company, and it might therefore become fitting to revise the Proportions which ought to be contributed by the several Companies interested in the Station towards the Cost of constructing the same and the working Expenses thereof, and also to revise and alter the Arrangements then in force in reference to the Management of the Station, and as to the Number of Directors to be appointed by those Companies respectively for the Purposes of such Management, it was enacted, that within Twelve Months from the passing of the now-reciting Act either of those Companies or the *Great Western* Company might demand a Revision of the Proportions paid and to be paid by those Companies for the Purchase of those Lands and the Construction of the Station, and incident thereto, with a Provision for Arbitration in case of Difference, and for a like Revision at the End of Three Years if required by any Two of the Companies: And whereas those Twelve Months passed without any such Revision, but a Notice demanding such Revision was, within the said Period of Twelve Months, duly

Amendment
of s. 53. of
17 & 18 Vict.
c. ccxxii., as
to Station at
Chester.

[Local.]

18 F

given

London and North-western Railway Act, 1857.

given by the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company to the *London and North-western* Railway Company, the *Chester and Holyhead* Railway Company, and the *Great Western* Railway Company respectively: Therefore the *London and North-western* Company, the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company, the *Chester and Holyhead* Railway Company, and the *Great Western* Company, or any One or more of those Companies, at any Time within Twelve Months after the passing of this Act, and also at or within Six Months after the Expiration of any or every Period of Three Years after the passing of this Act, and in every Case whether or not any Revision or Revisions were or was previously demanded or made, may demand such a Revision as by that Section was provided for, so far but so far only as relates to the Proportions in which the current working Expenses shall be paid; and in every such Case the Revision of the Proportions in which the current working Expenses shall be paid shall be from Time to Time made, and in every Case of Difference thereon Arbitration shall be had thereon according to that Section, and that Section shall, with respect to the current working Expenses, have full Effect accordingly: Provided always, that nothing in this Act contained shall affect the Rights of any of the said Companies as to a Revision of the Cost of the Lands and Construction of the said Station and incident thereto under the said recited Section of the said *Great Western, Birmingham, and Chester* Railways Act, 1854, but all such Rights shall remain as though this Act had not been passed.

Agreements
as to Chester
Station.

LXIX. The *London and North-western* Company, the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company, the *Chester and Holyhead* Railway Company, and the *Great Western* Company, from Time to Time may make and enter into all such Contracts and Arrangements whatsoever with respect to any of the Purposes expressed in Section Fifty-three of "The *Great Western, Birmingham, and Chester* Railways Act, 1854," and with respect to the Construction, Alteration, Extension, Regulation, Management, Working, and User of the Station referred to in such Section, and the Contributions of the several Companies to such Objects, as they think fit; and every such Contract and Arrangement shall be on such Terms and Conditions whatsoever as the Companies Parties thereto mutually agree on; and every such Contract and Arrangement shall be valid and effectual to all Intents, and may and shall be carried into execution accordingly.

Powers for
compulsory
Purchases
limited.

LXX. The Powers of the *London and North-western* Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years after the passing of this Act.

LXXI. The

London and North-western Railway Act, 1857.

LXXI. The *London and North-western* Company may apply for the Purposes of this Act any Moneys from Time to Time at their Disposal, and any Moneys which they are authorized to raise by Shares or by borrowing, and which are not specifically applicable to and required for any Works already authorized.

Application of Moneys by *London and North-western* Company.

LXXII. Whereas Doubts have been entertained whether Powers, Acts, Deeds, and Appointments which, under the Provisions of the various Acts of Parliament relating to the several Companies which were dissolved by the Act of the Ninth and Tenth *Victoria*, Chapter Two hundred and four, for consolidating the *London and Birmingham*, the *Grand Junction*, and the *Manchester and Birmingham* Railway Companies, or, under certain Agreements, Deeds, or Documents affecting those Companies, or some or One of them, were to be exercised, done, or made by those Companies, or some or One of them, or by the Directors or the Chairmen of those Companies, or some or One of them, either alone or conjointly with other Parties, can be exercised, done, or made by the *London and North-western* Company, or the Directors or Chairman thereof, and it is expedient that such Doubts be removed: Therefore any Power, Act, Deed, or Appointment which under those Acts of Parliament, Agreements, Deeds, or Documents respectively which if those Companies respectively were not dissolved might be exercised, done, or made by those dissolved Companies, or any of them, or the Directors or Chairmen thereof respectively, either alone or conjointly with other Parties, may from Time to Time be exercised, done, or made by the *London and North-western* Company, or, as the Case may be, the Directors or Chairman thereof.

Removing Doubts as to Right of *London and North-western* Railway Company to exercise Powers vested in Companies dissolved by Amalgamation Act.

LXXIII. The *London and North-western* Company and the *Shropshire Union* Company respectively shall not, out of any Money by any Act relating to the same Companies respectively authorized to be raised, pay or deposit any Sum which, by any Standing Order of either House of Parliament now or hereafter in force, is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the same respective Companies to construct any other Railway or to execute any other Work or Undertaking.

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

LXXIV. This Act or anything therein shall not exempt the Railway of the *London and North-western* Company, or the Railway of the *Shropshire Union* Company, or the Railway by this Act authorized, 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 this or any future Session of Parliament, or from any future Revision and Alteration,

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

London and North-western Railway Act, 1857.

Alteration, under the Authority of Parliament, of the Tolls for small Parcels and the maximum Rates of Fares and Charges by this Act or any other Act relating to the Companies or either of them respectively authorized.

Expenses of
Act.

LXXV. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the *London and North-western* Company.

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