

ANNO VICESIMO QUINTO & VICESIMO SEXTO

# VICTORIÆ REGINÆ.

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## *Cap. cxcviii.*

An Act to enable the *Shrewsbury and Hereford Railway Company* to lease their Undertaking ; to acquire additional Lands ; and for other Purposes. [29th July 1862.]

**W**HEREAS an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for making a Railway from Shrewsbury to Hereford, to be called "The Shrewsbury and Hereford Railway,"* and by such Act a Company (in this Act called "the Company") was incorporated under the Name and Style of "*The Shrewsbury and Hereford Railway Company*:" And whereas another Act was passed in the Session of Parliament held in the Thirteenth and Fourteenth Years of the Reign of Her present Majesty, intituled *An Act to amend the Act relating to the Shrewsbury and Hereford Railway Company*: And whereas another Act was passed in the Seventeenth and Eighteenth Years of the Reign of Her present Majesty, intituled *An Act to authorize the Shrewsbury and Hereford Railway Company to provide Station Accommodation in Shrewsbury and Hereford, and to enter into Arrangements and Agreements with the Hereford, Ross, and Gloucester Railway Company, under the Powers of which last-recited Act* .

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9 & 10 Vict. c. cccxxv.  
13 & 14 Vict. c. xxvi.  
17 & 18 Vict. c. cxlix.

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the Company in conjunction with the *Hereford, Ross, and Gloucester*  
*Railway Company*, erected and provided a Joint Station near *Barr's*  
*Coast* in the City of *Hereford* for the Accommodation of the Traffic of  
 the said Companies respectively: And whereas by another Act passed in  
 the seventh and eighth Years of the Reign of Her present  
 Majesty, intituled "An Act to enable the *Shrewsbury and Hereford Rail-*  
*way Company* to lease their Undertaking," the Company are authorized  
 and empowered to lease their Undertaking to *Thomas Brassey*, then of  
 No. *Adam Street, Adelphi*, in the City of *Westminster*, Contractor,  
 his Executors, Administrators, or Assigns, for any Term or Number of  
 Years not exceeding Nine, and in pursuance of the Powers contained  
 in the said last-recited Act the Company have made and granted to the  
 said *Thomas Brassey* his Executors, Administrators, and Assigns, a  
 lease of their said Undertaking for a Term of Eight Years from and  
 after the first Day of *July* One thousand eight hundred and *forty-four* :  
 17 & 18 Vict. c. clxxiv. And whereas by "the *Shrewsbury and Hereford Railway Act, 1856*,"  
 19 & 20 Vict. c. xlvii. the Powers and Provisions of the said recited Acts were consolidated,  
 and certain Amendments made thereon, and further Powers were  
 granted to the Company: And whereas it is expedient and will be for the  
 public Advantage that such Powers should be granted to the Company  
 to lease their Undertaking as are herein-after contained: And whereas it  
 is expedient, with a view to the Accommodation of the Traffic upon the  
 Railway, that the Company or their Lessees should be enabled to take  
 the Lands herein-after mentioned for the Purposes of the Company's  
 Undertaking: And whereas the Company are Owners of certain Lands  
 purchased by them in connexion with their Undertaking and contiguous  
 thereto, which Lands, although not at present required for the Purposes  
 of their Undertaking, will most probably be required for these Purposes  
 within a few Years, and it will be very detrimental to the Interests of  
 the Company that they should be compelled to sell the said Lands within  
 the Time prescribed for the Sale of superfluous Lands by the Company's  
 existing Acts and by "The *Lands Clauses Consolidation Act, 1845*,"  
 incorporated therewith; and it is expedient and will be for the public  
 Advantage, with a view to the Company being enabled from Time to  
 Time to apply and use the said Lands for the Accommodation of the  
 Traffic upon their Undertaking, as the same shall become necessary, that  
 the Time for the Sale of such Lands as aforesaid should be extended as  
 herein-after provided: And whereas it is expedient that the Company or  
 their Lessees and the *Leominster and Kington Railway Company* should  
 be empowered to enter into Arrangements and Agreements to the Effect  
 after provided with respect to the working, Use, Regulation, and Manage-  
 ment of the Undertaking of the said last-named Company, and with  
 respect to the booking, forwarding, and Interchange of Traffic between  
 and upon the Railways of the said Two Companies, and the Division and  
 Apportionment of the Profits arising in respect of such Traffic: And  
 whereas it is expedient that such Powers as are herein-after contained  
 should

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should be granted to the Company or their Lessees to subscribe to and to hold Shares in the Undertaking of the *Knighton* Railway Company and *Central Wales* Railway Company, or either of the said Companies; And whereas 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 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,)

1. This Act may for any Purpose be cited as "The *Shrewsbury and Hereford* Railway (Leasing) Act, 1862." Short Title.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and "The Railway Companies Arbitration Act, 1859," so far as the Provisions of the same respectively are applicable to the Purposes of this Act, and are not inconsistent with the Provisions thereof, shall be incorporated with and form Part of this Act; and in construing the said Acts for the Purposes of this Act and in construing this Act the following Words and Expressions shall have the Meanings hereby assigned them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Special Act" shall mean this Act:

The Expressions "the Company" or "the Promoters of the Undertaking" shall mean the *Shrewsbury and Hereford* Railway Company:

The Expressions "the Undertaking," or "the Works," or "the Railway," shall mean the Undertaking or Works by the recited Acts vested in or authorized to be made by the Company.

3. The Company may and shall demise and lease to the *London and North-western* Railway Company, for such Consideration or annual Rent or Reservation as is expressed in the Agreement set forth in the Schedule (A.) to this Act, and under and subject to the Clauses, Powers, Provisions, and Conditions therein and in this Act contained, the Undertaking, Railway, Works, and Property, present and future, of the Company, and the *London and North-western* Railway Company may and shall enter into and accept such Lease, and such Lease shall entitle the Lessees to the free Use and Enjoyment of the said Undertaking, Railway, Works, and Property.

4. The Terms, Provisions, and Stipulations of the Lease shall be such as are set forth and referred to in the Agreement set forth in the Schedule (A.) to this Act. Terms, &c. of Lease.

5. During

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Effect of  
Lease.

5. During the Continuance of the Lease, and subject to the Provisions thereof, all the Rights and Powers of the Company under the recited Acts to make Charges and levy Rates and Tolls, and all other the Powers, Rights, Privileges, and Indemnities, and all the Duties and Liabilities of the Company under any existing Acts affecting or relating to the Company, and which but for the Existence of the Lease might be exercised or enjoyed by and be obligatory on the Company and their Directors, Officers, Agents, and Servants, shall apply to and may be exercised, enforced, and enjoyed by and be obligatory on the *London and North-western* Railway Company and their Directors, Officers, Agents, and Servants, in like Manner and to the like Extent and subject to the like Restrictions and Regulations as if the Name of the *London and North-western* Railway Company instead of the Name of the Company had been inserted in the said Acts.

Evidence of  
Consent of  
Companies  
to Lease.

6. The Seal of the said Companies respectively affixed to such Lease or the Counterpart thereof shall be *primâ facie* Evidence that the required Sanction of the Shareholders of that Company to whom such Seal belongs has been duly given.

Lease of  
Railway not  
to affect  
Third  
Parties.

7. The Lease of the Railway or any Part thereof shall not take away, alter, or in anywise affect any of the Duties, Obligations, Restrictions, or Liabilities to which the Company but for the making of such Lease might by any Law or Statute be subject, but all Persons and Corporations other than the Lessees of the Railway shall have the same Rights, Privileges, Powers, and Remedies against the Company after the making of and notwithstanding such Lease as they might have had if such Lease had not been made.

Power to  
Great West-  
ern Company  
to use the  
Railway.

8. During the Continuance of the Lease, and subject as herein-after provided, the *Great Western* Railway Company and the *West Midland* Railway Company respectively shall be entitled to run over and to use with their Engines, Carriages, and Waggons, at all Times and for all the Purposes of their Traffic in Passengers, Animals, and Things, except as herein-after provided, the Line of the *Shrewsbury and Hereford* Railway or any Part thereof, and all the Stations, Watering Places, and other Conveniences of and connected with the said Railway, upon such Terms and Conditions, and upon Payment of such Tolls, Rates, and Charges, or of such Rent or other Consideration as may from Time to Time be agreed upon between the Company using the same and the Company or their Lessees, or as failing such Agreement may from Time to Time be determined by Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859."

Power of  
Arbitrators  
or Umpire.

9. In settling the Tolls, Rates, and Charges, or Rent or other Consideration to be paid by the *Great Western* Railway Company and the  
*West*

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*West Midland* Railway Company respectively in respect of the Use by them of the *Shrewsbury and Hereford* Railway under the Powers hereinbefore granted, the Arbitrators or Umpire, as the Case may be, shall have Power and they are hereby authorized and empowered to determine from what Period either before or after such Award (not anterior to the Period of claiming the Arbitration) the Tolls, Rates, Charges, Rent, or other Consideration so settled by them or him shall take effect for and against the said Companies respectively, and the Powers of the *Great Western* Railway Company and the *West Midland* Railway Company to run over and use the Railway shall not be suspended during the Dependence of such Arbitration, but the same shall be exercised as fully in all respects as if an Award had been made, and the Award shall include the Period during the Dependence of such Arbitration or such further Period as the Arbitrators or Umpire, as the Case may be, may determine and appoint, and the Award or Awards to be from Time to Time made under such Arbitration or Arbitrations shall so long as no new Arbitration is claimed on the like Subject Matter be final and binding on both Parties, and it shall not be lawful for either Company as against the other Company to levy any other Tolls, Rates, Rents, or other Charges or Considerations than shall from Time to Time be fixed by Arbitration as aforesaid.

10. Provided always, That nothing herein contained shall authorize or empower the *Great Western* Railway Company or the *West Midland* Railway Company, without the Consent in Writing of the *London and North-western* Railway Company, to receive, convey, or forward any Passengers, Cattle, Goods, or other Traffic, Matters, and Things passing exclusively between any Two Stations on the *Shrewsbury and Hereford* Railway, including the Joint Stations at *Shrewsbury* and *Hereford* respectively. Local Traffic not to be interfered with.

11. The *Great Western* Railway Company and the *West Midland* Railway Company, in using or traversing the *Shrewsbury and Hereford* Railway, and in using the Stations and Conveniences thereof, in accordance with the Provisions hereinbefore mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on and in respect of the said Railway so far as such Regulations and Byelaws shall be applicable. Byelaws to be observed.

12. The *Great Western* Railway Company, the *West Midland* Railway Company, and the *London and North-western* Railway Company, as Lessees of the *Shrewsbury and Hereford* Railway, shall respectively book and invoice through Passengers, Cattle, Goods, Minerals, and any other Traffic passing or intended to pass over any Part of the *Great Western* or the *West Midland* Railways respectively from *Shrewsbury* or from *Hereford* and all Stations on the *Shrewsbury and Hereford* Railway, and The West Midland, Great Western, and London and North-western Companies to book, &c. through

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conversely

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Passengers,  
Goods, &c.  
on Railways  
herein  
named.

conversely like Traffic passing or intended to pass over any Part of the *Shrewsbury and Hereford* Railway from any Station on the Lines of the *Great Western* or the *West Midland* Railway Companies respectively; and each Company shall afford to the other Company, for the Purposes of such booking and invoicing through, all necessary and proper Facilities, Conveniences, and Accommodation at their respective Stations, Sidings, and Junctions.

Rates and  
Fares re-  
ceivable in  
respect of  
Traffic so  
booked, &c.

**13.** The Rates and Fares received or receivable by the *Great Western* Railway Company, the *West Midland* Railway Company, and the *London and North-western* Railway Company respectively, for or in respect of the Traffic so booked or invoiced through, shall be apportioned and divided between those Companies according to Mileage, such Mileage to be calculated as if such Traffic were carried by the shortest Route which the Lines of the Companies respectively afford; and the Rates and Fares charged by each Company to the other Company for or in respect of such Traffic shall not exceed the Rates and Fares which the Company making the Charge shall for the Time being charge or be a Party to charging to any other Company or Person for or in respect of like Traffic conveyed between the same Stations respectively by any other Route; and, subject as aforesaid, the said Rates and Fares for or in respect of the Traffic aforesaid shall be such as shall from Time to Time be agreed on between the *London and North-western* Railway Company as Lessees aforesaid, and the *Great Western* Railway Company and the *West Midland* Railway Company, or either of the last-named Companies, as the Case may require, or as, failing such Agreement, shall be settled by Arbitration in manner herein-after provided: Provided, that if any of the Companies Parties to such Arbitration shall be dissatisfied with any Award so made under such Arbitration in respect of any of the Matters thereby awarded upon, it shall be competent for the Company so dissatisfied, on giving One Week's Notice to the other Company, to require that the Matter as to which they are dissatisfied shall, if not settled by Agreement between them, be again referred to and settled by Arbitration in like Manner, and so *toties quoties*.

Provision as  
to Arbitra-  
tions.

**14.** The true Intent and Meaning of the preceding Enactments as to through booking and other Facilities is that, in relation to the *West Midland* and *Great Western* Railway Companies respectively the *London and North-western* Railway Company shall afford, in respect to the Traffic aforesaid, the same Facilities, Conveniences, and Accommodation at the Stations, Sidings, and Junctions of the *Shrewsbury and Hereford* Railway to both those Companies, and that the *West Midland* and *Great Western* Railway Companies shall respectively afford to the *London and North-western* Railway Company the same Facilities, Conveniences, and Accommodation at their Stations, Sidings, and Junctions as the *London and North-western* Railway Company, as Lessees of the *Shrewsbury and Hereford*

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*Hereford* Railway, afford to them; and in case the *London and North-western* and the *West Midland* Railway Companies, or the *London and North-western* and the *Great Western* Railway Companies, shall not agree as to the Fares and Rates to be charged as aforesaid, or as to the Construction or Effect of the preceding Enactments in regard to through booking and other Facilities, or as to the Performance or Nonperformance of the Provisions thereof by any of the said Companies, as the Case may be, or as to any Liability, Damage, and Expenses incurred by any of them by reason of such Nonperformance, or otherwise in relation to those Provisions, every such Difference, as and when the same arises, shall be referred to and be determined by Arbitration in the Manner provided by "The Railway Companies Arbitration Act, 1859," and the Arbitrator shall be at liberty to make an Award on any Part of the Matters referred to him from Time to Time.

15. Provided always, That if the Undertaking of the *Shrewsbury and Hereford* Railway Company shall be leased by the *London and North-western*, the *Great Western*, and the *West Midland* Railway Companies under the Powers of this Act, the Seven immediately preceding Enactments shall absolutely cease and determine.

Providing for Cesser of Seven preceding Enactments in certain Events.

16. And whereas an Agreement dated the Ninth Day of *July* One thousand eight hundred and sixty-two, a Copy whereof is set forth in the Schedule (B.) hereunto annexed, has been entered into between the *Shrewsbury and Hereford* Railway of the First Part, the *London and North-western* Railway Company of the Second Part, and the *Great Western* Railway Company and the *West Midland* Railway Company of the Third Part, for securing a Participation by the Two last-named Companies equally with the *London and North-western* Railway Company in a Lease of the Undertaking of the *Shrewsbury and Hereford* Railway Company, and it is expedient that the said Agreement should, subject as herein-after mentioned, be confirmed, and that Powers should be granted for carrying the same into effect: Therefore the said Agreement is, subject to the Provisions of this Act and to the Approval of the said Agreement by the Shareholders of the *Great Western* and the *West Midland* Railway Companies respectively as herein-after provided, hereby confirmed and made binding upon the Companies Parties thereto respectively, and they shall have full Power to do and execute all and whatsoever Acts and Deeds may be necessary to carry the same into effect.

Confirming Agreement in Schedule (B.) between *Shrewsbury and Hereford* Company and other Companies.

17. If at any Time within One Year after the passing of this Act the said Agreement shall be approved by a Majority of the Shareholders of the *Great Western* Railway Company and the *West Midland* Railway Company respectively, at General Meetings of the said Companies specially convened with Notice of that Object, such Majority consisting of the Holders of Three Fourths of the Capital represented thereat respectively,

Provision for Lease to *London and North-western*, *Great Western*, and *West Midland* Companies.

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respectively, personally or by Proxy, and the said Companies shall within the said Period of One Year so require, then the *Shrewsbury and Hereford* Railway Company may and shall demise and lease their Undertaking to the *London and North-western* Railway Company, the *Great Western* Railway Company, and the *West Midland* Railway Company as Joint Lessees, and the *London and North-western* Railway Company, the *Great Western* Railway Company, and the *West Midland* Railway Company may and shall enter into and accept such Lease, and the Lease so to be granted shall be in accordance with and to the Effect provided by the Indenture and Agreement respectively set forth in the Schedules (A.) and (B.) to this Act, and in accordance with the Provisions of this Act; and if previously to the Time when the *Great Western* and *West Midland* Railway Companies shall approve the said Agreement, and require a Lease to be granted in pursuance thereof and of this Act, any Lease shall have been granted by the *Shrewsbury and Hereford* Railway Company to the *London and North-western* Railway Company, such Lease shall, upon the Execution of a Lease to the *London and North-western*, the *Great Western*, and the *West Midland* Railway Companies, as Joint Lessees under the Powers hereby granted, cease to be of any Effect, and the Lease to be granted to the said Three Companies shall take effect as at and from the First Day of *July* One thousand eight hundred and sixty-two.

Provision for doubling the Railway throughout.

**18.** And whereas the Company are proceeding with the Works necessary for doubling their Line between *Shrewsbury and Hereford*, and it is expedient that the same should be completed, and a Second Line of Railway laid down with all convenient Speed: Therefore the Company and their Lessees shall and they are hereby required to proceed forthwith to construct and complete the necessary Works for doubling the Railway between *Shrewsbury and Hereford*, except as herein-after mentioned, and to lay down a Second Line of Rails thereon, so as to admit of the same being opened and worked for the Purposes of public Traffic on or before the First Day of *June* in the Year One thousand eight hundred and sixty-four: Provided always, that the Company and their Lessees shall not be bound to double their Line where the same passes through the *Dinmore* Tunnel in the Parish of *Hope-under-Dinmore* and County of *Hereford*, nor to enlarge the said Tunnel for that Purpose.

Power to acquire additional Lands.

**19.** And whereas Plans showing the Lands and Property proposed to be taken for the general Purposes of the Undertaking, and which Lands adjoin the Main Line of the Railway of the Company, and are situate respectively within the Parishes, Townships, or Places of *Holy Cross and Saint Giles*, *Saint Julian*, *Stapleton Church*, *Stretton*, *Wistanstow*, *Bromfield*, and *Richard's Castle* in the County of *Salop*, and in the Parishes of *Richard's Castle*, *Eye*, *Codenham*, *Marden*, and *Lyde* in the County



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County of *Hereford* respectively, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the said Lands and Property, have been deposited for public Inspection with the Clerks of the Peace for the Counties of *Salop* and *Hereford* respectively: Therefore, subject to the Provisions in this and the incorporated Acts contained, it shall be lawful for the Company or their Lessees to purchase and take and to hold and use such of the said Lands and Property as may be necessary for the Purposes of their Undertaking: Provided always, that it shall not be lawful for the Company or their Lessees to purchase and take otherwise than by Agreement the Lands numbered respectively on the said deposited Plans 1, 2, 15, and 16 in the Parish of *Holy Cross and Saint Giles*, nor so much of the Field numbered 3 on the said Plans in the same Parish as is situate between a Line to be drawn from a Point North of the Hovel now standing on such Field to the Northern Corner of the Fence dividing the said Field from the Orchard numbered 2 on the said deposited Plans, and the Limit of Deviation shown on the said Plans as intersecting the said Field numbered 3 as aforesaid; neither shall it be lawful for the Company or their Lessees to purchase or take otherwise than as aforesaid the Lands numbered respectively on the said deposited Plans 4, 5, 6, 7, 8, 9, 10, 11, and 12 in the Parish of *Bromfield*, nor the Lands numbered 7, 9, and 10 in the Parish of *Wistanstow*.

20. Provided always, That the Company shall not purchase or take any Lands under the Powers of this Act from the Estate of *John Salwey* Esquire, in the Parish of *Richard's Castle* in the Counties of *Salop* and *Hereford*, without the previous Consent in Writing of the Owner for the Time being of the said Estate, to an Extent exceeding Twelve Acres, and such Lands shall only be taken from the Fields numbered respectively 7, 8, 9, 10, 11, 13, and 15 in the said Parish on the said deposited Plans, and within the Limits of Deviation defined thereon, and the Ballast to be obtained from the Lands so to be taken shall not be used by the Company for any Purpose whatsoever but in the necessary Works of their Main Line of Railway between *Ludlow* and *Hereford*, and the Powers of compulsory Purchase of the said last-mentioned Lands shall not be exercised after the Expiration of Two Years from the passing of this Act: Provided always, that not more than Two Acres shall be taken from the said Field numbered 15, and that the Land shall be taken from the said Field of an equal Width along the whole Frontage of the same to the Railway of the Company.

Restricting  
Lands to be  
taken from  
the Estate of  
Mr. Salwey.

21. Subject to the Provisions of this Act with reference to the Lands of the said *John Salwey* the Powers of the Company or their Lessees for the compulsory Purchase of the said additional Lands and Property shall not be exercised after the Expiration of Three Years from the passing of this Act.

Powers for  
compulsory  
Purchases  
limited.

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Lands for extraordinary Purposes.

**22.** It shall be lawful for the Company to purchase by Agreement, for the extraordinary Purposes mentioned in the said Railway Clauses Consolidation Act, 1845, any Quantity of Land not exceeding Ten Acres in addition to the Lands already purchased by them for such Purpose.

Power to stop up Footway in the Borough of Leominster.

**23.** It shall be lawful for the Company or their Lessees at any Time after the passing of this Act to stop up and close for public Transit a certain Footway across the Railway of the Company in the Borough of *Leominster* in the County of *Hereford*: Provided always, that the Company or their Lessees shall maintain in good Order and Repair the Footbridge which has been erected in lieu of such Footway for the free and uninterrupted Use of the Public, except when it may be necessary to close the same for Repairs from Time to Time and in all Times thereafter.

Extending Period for Sale of Company's superfluous Lands.

**24.** The Periods respectively limited by the various existing Acts of the Company and by "The Lands Clauses Consolidation Act, 1845," therewith incorporated, for the Sale of superfluous Lands now belonging to and vested in the Company, situate within the Parishes in the Schedule (C.) to this Act mentioned, shall be and the same are hereby extended to the further Period of Seven Years from the passing of this Act.

Power for the Leominster and Kington Company to use Portion of Shrewsbury and Hereford Railway.

**25.** The *Leominster and Kington* Railway Company may at all Times hereafter pass over and use with their Engines, Carriages, and Waggons such Part of the *Shrewsbury and Hereford* Railway as lies between the Junction of the *Leominster and Kington* Railway therewith and the Passengers and Goods Stations at *Leominster*, and use such Stations and the Watering Places, Sidings, Offices, and other Works and Conveniences connected therewith, upon Payment of such Rents, Tolls, Rates, Charges, and upon such Terms and Conditions as may be from Time to Time agreed on between the Company and the *Leominster and Kington* Railway Company.

Board of Trade to decide if Companies fail to agree.

**26.** If at any Time the Company or their Lessees and the *Leominster and Kington* Railway Company fail to agree in regard to Matters aforesaid or any of them, the Board of Trade or an Arbitrator to be appointed by them on the Application of either Company may from Time to Time make and enforce such Orders and Regulations as to that Board or Arbitrator seem proper for such User by the *Leominster and Kington* Company, and may fix the Charges to be made in respect thereof, and the Charges and Expenses of that Board or Arbitrator shall be paid by the Company and the *Leominster and Kington* Railway Company, or by such of them and in such Proportions as the said Board or Arbitrator may determine.

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**27.** The Times at which and the Manner in which the Trains of the *Leominster and Kington* Company shall run upon such Part of the *Shrewsbury and Hereford* Railway as aforesaid shall be subject to the Byelaws and Regulations of the *Shrewsbury and Hereford* Railway Company.

Leominster and Kington Company to be subject to the Byelaws, &c. of the *Shrewsbury and Hereford* Company.

**28.** The Company and their Lessees shall make all Arrangements at the Passenger Station at *Leominster* belonging to them which may be necessary for the booking and reasonable Accommodation of the Passenger, Goods, and Mineral Traffic coming to or from the *Leominster and Kington* Railway, on Payment of such Charges, Rent, or Consideration as may from Time to Time be agreed upon between the said Railway Companies, and if at any Time a Difference shall arise as to the Nature and Extent of the Accommodation to be afforded by the said *Shrewsbury and Hereford* Railway Company, or as to such Charges, Rent, or other Consideration, the Board of Trade or an Arbitrator to be appointed by them on the Application of either Company may from Time to Time make and enforce such Decision as to that Board or Arbitrator seem proper in regard to the Accommodation to be afforded by the said *Shrewsbury and Hereford* Company as aforesaid, and may fix the Charges to be made in respect thereof, and the Costs incurred by the Board of Trade or Arbitrator shall be paid by such of the said Companies as the Board or Arbitrator may determine.

The *Shrewsbury and Hereford* Company to give *Leominster and Kington* Company Accommodation at the Station.

**29.** It shall be lawful for the Company or their Lessees and the *Leominster and Kington* Railway Company from Time to Time to enter into and make such Agreements as they shall deem expedient for and with reference to the booking, Interchange, and forwarding of Traffic passing to or from the Railways of the Company from or to the *Leominster and Kington* Railway, and also with reference to the Rates, Tolls, or Charges to be charged by or between the Companies for or in respect of any Traffic, and the fixing, Division, and Apportionment between the Companies of such Rates, Tolls, and Charges, and such Contracts and Agreements from Time to Time to alter and vary as Occasion may require; and also for all or any of the Purposes aforesaid to make and execute all such Deeds, Contracts, Instruments, and Assurances as may be deemed requisite or expedient for giving to the Matters and Premises aforesaid full Effect.

Power to enter into Traffic Agreements with *Leominster and Kington* Company.

**30.** It shall be lawful for the Company or their Lessees and the said *Leominster and Kington* Railway Company from Time to Time to enter into and make Agreements for and with reference to the working of the Traffic upon the Railway of the last-named Company or any Part thereof, with the Engines and Carriages of the Company or their Lessees, as the Case may require, and also for and with reference to the Division and Apportionment of such Traffic, or any Part or Parts thereof, between the said

Power to enter into Working Agreements.

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said Companies, the Supply of any Rolling or Working Stock by the Company or their Lessees for such Purposes, the Management, Maintenance, and Repair of the said *Leominster and Kington* Railway or any Part thereof by the Company or their Lessees, the Cost and Expenses of such Working, Management, Maintenance, and Repairs, the Collection, Delivery, and general Conduct of such Traffic, the fixing, collecting, taking, and levying of the Tolls, Rates, and Charges in respect thereof, and the Division between the *Leominster and Kington* Railway Company and the Company or their Lessees of the Receipts arising from all or any Parts of such Traffic, or the Rent or other Consideration to be paid by either Company or the Lessees of the Company to the other Company in respect of such Use, Working, and Management as aforesaid.

During the Continuance of any such Agreement the Railways of the Companies to be considered as One continuous Line.

**31.** Provided always, That during the Continuance of any such Agreement for working Traffic as aforesaid, the Railway of the Company and of the *Leominster and Kington* Railway Company shall, for the Purpose of calculating the Tolls payable thereon, be deemed One continuous Line of Railway, and where Traffic shall be conveyed thereon for a less Distance than Six Miles the same shall only be charged once as for Six Miles, and for each Mile or Fraction of a Mile beyond Six Miles as for One Mile only.

Agreement to be approved by Board of Trade.

**32.** Any such Traffic or Working Agreement as is herein-before authorized may be and continue for such Period as may be agreed on, but no such Agreement shall have any Operation until the same shall have been approved of by the Board of Trade, neither shall the same in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies Parties thereto shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the said Agreement may relate, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges as they would have been in case no such Agreement had been entered into: Provided always, that the said Board shall not approve any such Agreement as aforesaid without being satisfied that the same has been duly assented to by Shareholders of the Companies Parties thereto respectively in Special Meeting assembled for that Purpose, and holding at least Three Fifths of the Capital of the Company represented at such Meeting, personally or by Proxy, such Shareholders being qualified to vote thereat in right of such Capital; provided also, that at the End of the first or any subsequent Period of Ten Years after the Date of any such Agreement, or of any Modification of any such Agreement, the Board of Trade may require the Companies who are Parties thereto to revise the said Agreement accordingly, and the said Board shall have Power to modify the same in such Manner as the Board may think

*The Shrewsbury and Hereford Railway (Leasing) Act, 1862.*

think necessary, and the Modifications made by the Board of Trade shall become Part of such Agreement, and the Agreement so modified shall be continued and take effect accordingly.

**33.** All Meetings of either of the said Companies or the said Lessees called to consider any such Agreement as aforesaid shall be called by Advertisements inserted for Two successive Weeks in a Newspaper published in *London* and in some Newspaper of the County in which the principal Office of the Company so called or of the said Lessees is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the Company or of the said Lessees so called as aforesaid, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Meetings  
how to be  
convened.

**34.** For the Purposes of any such Agreement the Company or their Lessees, as the Case may be, and the *Leominster and Kington* Railway Company may from Time to Time (if they think fit) appoint such Joint Committees as they think fit, and may regulate the Proceedings of such Joint Committees, and may delegate to and confer on such Joint Committees all such Powers for carrying into effect such Agreements, or any of the Objects or Purposes thereof, as the Parties thereto respectively think fit.

Joint Com-  
mittees for  
Purposes of  
Traffic.

**35.** Every such Joint Committee shall have and may exercise the Powers so from Time to Time delegated to and conferred on them, in like Manner as the same might be had and exercised by each of the Parties thereto respectively or their respective Directors.

Powers of  
Joint Com-  
mittees.

**36.** The Committee shall at their First Meeting in every Year appoint some Person as Arbitrator for the ensuing Year, and if any Difference shall at any Time arise in the Committee between the Members thereof representing the Companies respectively, such Differences shall be from Time to Time referred to the said Arbitrator, or in default of the Appointment of such Arbitrator by the Committee, then to an Arbitrator to be nominated by the Board of Trade on the Application of either of the Companies; and the Arbitrator may, on Application made to him by either of the said Companies, attend at any Meeting of the Company and summarily decide any such Matter of Difference, and every Award or Decision of such Arbitrator shall be final with respect to the Matters submitted to him, and the said Committee or the Board of Trade, as the Case may be, may fix the Remuneration to be paid to such Arbitrator: Provided always, that if any Matter which may have been referred to the Arbitrator shall be left undecided by him at the Expiration of his Year of Office the same Matter shall be decided by the said

As to Settle-  
ment of Dis-  
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Arbitrator,

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Arbitrator, and his Decision shall be binding, although he may no longer fill the said Office.

Power for the Tenbury Company to use Portion of the Shrewsbury and Hereford Railway and for Shrewsbury and Hereford Company to use Tenbury Railway.

**37.** The *Tenbury* Railway Company may, upon the Expiration of their present Working Agreement with the Company, at all Times pass over and use with their Engines, Carriages, and Waggon's such Part of the *Shrewsbury and Hereford* Railway as lies between the Junction of the *Tenbury* Railway therewith and the Passenger and Goods Stations at *Woofferton*, and use such Stations, and the Watering Places, Sidings, Offices, and other Works and Conveniences connected therewith, upon Payment of such Rents, Tolls, Rates, and Charges, and upon such Terms and Conditions as may from Time to Time be agreed on between the Company and their Lessees and the *Tenbury* Railway Company; and the *Tenbury* Railway Company shall in like Manner afford to the Company and their Lessees the like Power to use the Railway Stations, Watering Places, Sidings, and Conveniences of the *Tenbury* Railway upon Payment of such Rents, Tolls, Rates, and Charges, and upon such Terms and Conditions as may from Time to Time be agreed on between the Company, their Lessees, and the *Tenbury* Railway Company, or failing Agreement, as shall be settled by Arbitration in manner herein-after provided.

Board of Trade to decide if Companies fail to agree.

**38.** If at any Time the Company and their Lessees and the *Tenbury* Railway Company fail to agree in regard to any of the Matters aforesaid, the Board of Trade or any Arbitrator to be appointed by them on the Application of either Company may from Time to Time make and enforce such Orders and Regulations as to that Board or Arbitrator seem proper for such User as aforesaid, and may fix the Charges to be made in respect thereof; and the Charges or Expenses of that Board or Arbitrator shall be paid by the Company or their Lessees or the *Tenbury* Railway Company in such Proportions or by such One of the said Companies as the said Board or Arbitrator may determine.

User to be subject to Byelaws.

**39.** The User of the said Railways as aforesaid shall be subject to the Byelaws and Regulations for the Time being in force on the *Shrewsbury and Hereford* Railway and *Tenbury* Railway respectively.

Companies to afford each other Accommodation at Stations.

**40.** The Company and their Lessees and the *Tenbury* Railway Company respectively shall make all Arrangements at the said Stations which may be necessary for the booking and reasonable Accommodation of the Passenger, Goods, and Mineral Traffic coming to or from the said Railways on Payment of such Charges, Rent, or Consideration as may from Time to Time be agreed upon between the said Railway Companies; and if at any Time a Difference shall arise as to the Nature and Extent of the Accommodation to be afforded by the Company and their Lessees and the *Tenbury* Railway Company respectively, or as to such Charges, Rent, or other

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other Consideration, the Board of Trade or any Arbitrator to be appointed by them on the Application of either Company may from Time to Time make and enforce such Decision as to that Board or Arbitrator seem proper in regard to the Accommodation to be afforded by the Company or their Lessees and the *Tenbury* Railway Company respectively as aforesaid, and may fix the Charges to be made in respect thereof, and the Costs incurred by the Board of Trade or Arbitrator shall be paid by such of the said Companies as the Board or Arbitrator may determine.

41. After the Expiration of the present Working Agreement under which the Company now work the *Tenbury* Railway, the Company and their Lessees shall receive, book through, forward, accommodate, and deliver on and from the *Shrewsbury and Hereford* Railway, and at the Stations, Warehouses, and Booking Offices thereof, all Traffic of whatever Description coming from or destined for the *Tenbury* Railway, upon such Terms and Conditions as may be agreed upon, or, failing such Agreement, as shall be settled by Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration, and the *Tenbury* Railway Company shall in like Manner afford like Facilities in all respects to the Company and their Lessees on and over the *Tenbury* Railway, Stations, Warehouses, and Booking Offices, upon similar Terms.

Company and their Lessees to afford Facilities to Traffic of the *Tenbury* Railway and vice versa.

42. It shall be lawful for the Company or the *London and North-western* Railway Company, to subscribe towards and become Shareholders in the Undertakings of the *Knighton* Railway Company and *Central Wales* Railway Company, or either of the said Companies, to any Extent not exceeding in the whole Thirty thousand Pounds; and the Company or the *London and North-western* Railway Company may, with the Authority of Three Fifths of their Shareholders respectively voting personally or by Proxy at a General Meeting specially convened with Notice of that Object, contribute and apply in Payment of such Subscription any Monies which the Company or the *London and North-western* Railway Company, as the Case may be, are already authorized to raise, and which may not be required for the Purposes of their Undertakings respectively, and also any Monies which they are by this Act respectively authorized to raise: Provided always, that if the foregoing Power shall be exercised by the *Shrewsbury and Hereford* Railway Company, the Dividend or Interest on any Sum which may be so subscribed by them shall not form a Charge against either the *Great Western* Railway Company or the *West Midland* Railway Company, in the event of their becoming joint Lessees along with the *London and North-western* Railway Company of the Undertaking of the *Shrewsbury and Hereford* Railway Company under the Powers of this Act, but the same shall be borne and paid by the *London and North-western* Railway Company exclusively.

Power to subscribe to *Knighton* and *Central Wales* Railways.

43. It

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Power to  
raise Money  
by the  
Creation of  
Shares.

43. It shall be lawful for the Company or the *London and North-western* Railway Company from Time to Time, with the Consent of Three Fifths of the Votes of their Shareholders voting personally or by Proxy at any General Meeting of such Shareholders called for the Purpose, to raise for the Purposes of such Subscription any Sums of Money not exceeding in the whole the said Sum of Thirty thousand Pounds by the Creation and Issue of new Shares, either ordinary or preferential, but if preferential the Dividend thereon shall not exceed the Rate of Five Pounds *per Centum per Annum*.

Payment of  
preferential  
Dividend by  
Company or  
the *London  
and North-  
western  
Company*.

44. The preferential Dividend, if any, to be paid by the Company or the *London and North-western* Railway Company on any Shares which they are authorized to create as aforesaid shall be payable half-yearly out of the Profits upon the Undertaking of the Company or the *London and North-western* Railway Company, as the Case may be, of every Year applicable for the Payment of Dividends, and in priority to the Dividends on the ordinary Shares, but if and whenever the Profits of any Year ending with the Thirty-first Day of *December*, applicable for the Payment of Dividends on the Shares of the Company or the *London and North-western* Railway Company, as the Case may be, are insufficient for the Payment in full of the preferential Dividend for that Year, the Deficiency shall not be paid or payable wholly or in part out of the Profits of any subsequent Year or out of any other Funds of the Company or the *London and North-western* Railway Company respectively.

Certificates  
of Shares to  
express Con-  
ditions of  
Issue.

45. The Certificates used for such preferential Shares shall distinctly express upon the Face of them the Conditions upon which the same are issued.

Saving  
Rights of  
existing  
preferential  
Shares.

46. Provided always, That any Preference or Priority in the Payment of Interest or Dividend with respect to any new Shares or Stock created in pursuance of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock previously granted by the Company or the *London and North-western* Railway Company, as the Case may be, by or in pursuance of or confirmed by any Act of Parliament passed before this Act or otherwise from Time to Time lawfully subsisting.

Company  
may apply  
Corporate  
Funds.

47. The Company or their Lessees may from Time to Time apply to any of the Purposes of this Act such Part as may be necessary of the Monies which by any of the recited Acts of the Company the Company are authorized to raise, and which may not be required for the Purposes to which such Monies were by any such Acts made specially applicable.

Protecting  
new Shares  
of 1859.

48. Neither the Company nor their Lessees shall exercise any Power by this Act given to raise or apply further Capital, nor shall they under any Powers vested in them by any of the said recited Acts relating to  
the



*The Shrewsbury and Hereford Railway (Leasing) Act, 1862.*

the *Shrewsbury and Hereford* Railway raise or apply any further Capital either by Shares or by borrowing, nor shall the Lessees lay out any Money for any Purposes connected with the Undertaking of the Company or subscribe to the *Knighton* or *Central Wales* Railway until the Company shall have called up the Money remaining unpaid upon the several Shares issued by virtue of a Resolution passed at a Meeting of the Company on the Twenty-third of *August* One thousand eight hundred and fifty-nine, but this Restriction shall not prevent the Company from renewing Debentures for Sums hereafter falling due in respect of Monies borrowed before the Twenty-fifth of *March* One thousand eight hundred and sixty-two, nor compel the Company to call up more Money upon the said last-mentioned Shares than shall for the Time being be required for the Purposes of the Undertaking.

49. It shall not be lawful for the Company or their Lessees, out of any Money by this Act or any of the Acts herein-before referred to authorized to be raised by Calls in respect of Shares or by the Exercise of any Power of borrowing, to pay to any Shareholder Interest or Dividend on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act or any of the said Acts authorized to be raised: Provided always, that nothing herein contained shall prevent the Company or their Lessees 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.

Interest not to be paid on Calls paid up.

50. The Company or their Lessees shall not, out of any Money by any Act relating to the Company or their Lessees authorized to be raised for the Purposes of such Act, pay or deposit any Sum of Money 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 Company or their Lessees to construct any other Railway or execute any other Work or Undertaking.

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

51. Nothing herein contained shall be deemed or construed to exempt the Undertaking of the Company or the Company or their Lessees 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 future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by any Act relating to the Company or their Lessees, or the Rates for small Parcels.

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

52. The Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

Expenses of Act.

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*The Shrewsbury and Hereford Railway (Leasing) Act, 1862.*

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## SCHEDULES referred to in the foregoing Act.

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**SCHEDULE (A.)**

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THIS INDENTURE made the Thirty-first Day of March One thousand eight hundred and sixty-two between the Shrewsbury and Hereford Railway Company of the one Part, and the London and North-western Railway Company of the other Part.

Whereas it has been agreed between the Parties hereto that an Application shall be made to Parliament in the present Session, and if needful in the next Session, by the Two Companies, to authorize a Lease of the Shrewsbury and Hereford Undertaking, Railways, Works, and Property upon the Terms and Conditions specified in the Schedule to these Presents to the London and North-western Railway Company, with Power to them to admit the Great Western Railway Company to participate in the Lease on Terms to be mutually agreed upon between those Two Companies, or settled by Arbitration in case of Difference.

Now this Indenture witnesseth, that it is hereby mutually agreed by and between the Shrewsbury and Hereford Railway Company and the London and North-western Railway Company as follows; (that is to say,)

First. The Shrewsbury and Hereford and the London and North-western Railway Companies will make the Application or Applications to Parliament which has been agreed on as herein-before recited, and will use their utmost Endeavours to secure the Success of the Application or Applications.

Second. If the Application to Parliament be successful in the present Session, the Shrewsbury and Hereford Railway Company will grant, and the London and North-western Railway Company will accept, the Lease of the Undertaking, Railway Works, and Property of the Shrewsbury and Hereford Railway Company, the Lease to be in accordance with the Terms and Conditions specified in the Schedule to these Presents, with such Modifications (if any) thereof as Parliament shall require and as the Parties may assent to or agree.

Third. That in case the Application or Applications to Parliament shall not be successful, that the Expenses occasioned thereby and incident thereto shall be paid and borne equally between the said London and North-western Company and the said Shrewsbury and Hereford Company.

In witness whereof the said Companies have hereunto set their respective Common Seals the Day and Year first above written.

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SCHEDULE in the foregoing Indenture referred to.

*Terms of Lease.*

1. The Agreement for the Lease to be subject to the Sanction of Parliament and of the Shareholders of the Companies respectively, as required by the Act of Parliament when passed.

2. The Lease to be dated First of July One thousand eight hundred and sixty-two, and to be in perpetuity from that Day.

3. The Lease to include the whole of the Undertaking, Railways, Works, Property, and Effects whatsoever of the Lessors, and all their Powers, and all Stock and other Property provided by the Lessees during the Lease, by way of Renewal of or Substitution for Stock or Property comprised therein, and all new Sidings, Stations, and Accommodation Works provided during the Continuance of the Lease, except the Title Deeds and Documents of Title of the Lessors, and their Registers, Books, Accounts, Vouchers, Letters, Papers, and Writings necessary for carrying on their Affairs, and their Powers as Lessors and Distributors of Rent and Registrars of Transfers of Shares or Stocks, and their Monies, Securities for Money, and Credits at the Date of the Lease.

4. The Lessees to manage the authorized Debenture Debt of the Lessors and their Debenture Stock, bearing a perpetual Interest at the Rate of Four per Centum per Annum, and amounting to Two hundred and twenty-five thousand Pounds, with the Right to exercise the Borrowing Powers in respect of the Debenture Debt.

5. The Lessees to take on themselves the Debenture Debt and all other Liabilities and Engagements and Undertakings of the Lessors at the Date of the Lease, as specified in the Schedule to be delivered to the Lessees (including the Amount then paid on the Capital Account in excess of the Receipts on that Account), and indemnifying the Lessors against Principal, Interest, and Costs, and all other Liabilities specified as aforesaid.

6. The Lessors to furnish to the Lessees a Schedule of their Liabilities, Engagements, and Undertakings, on Capital Account or otherwise, at the Date of the Lease, so far as the same are known to them.

7. The present authorized Capital of the Lessors, amounting together to Six hundred and seventy-five thousand Pounds, consisting of, first, Fifty thousand Pounds preferential Capital, bearing a preferential Dividend of Four Pounds Ten Shillings per Centum per Annum, fully paid up, and secondly, Three hundred and eighty-five thousand six hundred and fifty Pounds ordinary Consolidated Stock, and thirdly, Two hundred and thirty-nine thousand three hundred and fifty Pounds ordinary Shares (whereon Three Pounds has been paid on Calls and Twenty thousand two hundred and fifty-nine Pounds in advance of Calls), to be managed by the Lessors.

8. The Lessors to make and enforce at the Request and Cost of the Lessees from Time to Time further Calls on the ordinary Shares of the Lessors, until those Shares shall be paid up in full, and also at such Request exercise all other Powers vested in them.

9. The Proceeds of those Calls to be, at the Request of the Lessees, expended in new and substantial Works, or in the Improvement of the Line or Works, or in discharge of the Liabilities of the Shrewsbury and Hereford Company.

10. The

*The Shrewsbury and Hereford Railway (Leasing) Act, 1862.*

10. The yearly Rent to be reserved by the Lease to be (in addition to the Interest from Time to Time on the Debenture Debt and Debenture Stock of the Lessors) the aggregate of the following Sums :

First, Five hundred Pounds a Year for the Direction and Management Expenses of the Lessors for a Period of Ten Years, and for the Residue of the said Term such Sum as shall from Time to Time be mutually agreed upon between the Lessors and Lessees, or as in case of Difference shall be settled by Arbitration :

Secondly, Two thousand two hundred and fifty Pounds a Year for the Four Pounds Ten Shillings per Centum per Annum preferential Dividend on the Fifty thousand Pounds preferential Capital :

Thirdly, Twenty-three thousand one hundred and thirty-nine Pounds a Year as Six Pounds per Centum per Annum Dividend on the Three hundred and eighty-five thousand six hundred and fifty Pounds Consolidated Stock :

Fourthly, a Sum equal to Six Pounds per Centum per Annum Dividend on so much of the ordinary Share Capital of Two hundred and thirty-nine thousand three hundred and fifty Pounds as on the First of July One thousand eight hundred and sixty-two, and from Time to Time thereafter, is with the Consent of the Lessees called and paid up in respect of Calls thereon :

Fifthly, a Sum equal to Four Pounds Ten Shillings per Centum per Annum Interest on so much of the Twenty thousand two hundred and fifty-nine Pounds paid in advance of Calls on the ordinary Shares as from Time to Time is so in advance.

11. The Rent to be paid free and clear from all Parliamentary, Parochial, present and future Landlords and Tenants Taxes, Rates, and Burdens whatsoever, except only Income Tax, by equal half-yearly Payments on the First of February and First of August in every Year (the First Payment to be made on the First of February One thousand eight hundred and sixty-three), and to be secured as a Rentcharge, and also as the First Charge on the demised Premises, and on the gross Tolls and Revenues from the same (subject only to the Interest on the Lessors Debenture Debt and Debenture Stock).

12. The Lessees to covenant for Payment of the Rent, and the Rent, if Twenty-eight Days in arrear, to be recoverable by Distress of their Goods and Chattels on the demised Premises ; and if Forty-two Days in arrear, by the Appointment of a Receiver, as in case of a Mortgage ; and if Three Calendar Months in arrear, by Re-entry ; and all Arrears beyond Forty-two Days to bear Six Pounds per Centum per Annum Interest till paid.

13. The Lessees to keep the demised Premises in good Repair and working Order, and to make all Renewals and Substitutions requisite for keeping up the full Value of the demised Premises.

14. From the Date of the Lease the Lessees to be subject to and to indemnify the Lessors against all their Duties, Engagements, Undertakings, and Liabilities under Act of Parliament, or under any Contract mentioned in the said Schedule, except only as regards the Distribution of the Rent and the Registration of the Shares or Stock of their Capital.

15. The Lease to contain all usual and applicable Covenants and Provisions, both on the Lessors and Lessees Part, proper, and to provide for the Determination of all Differences between the Lessors and Lessees by Arbitration under the Railway Companies Arbitration Act, 1859.

16. The

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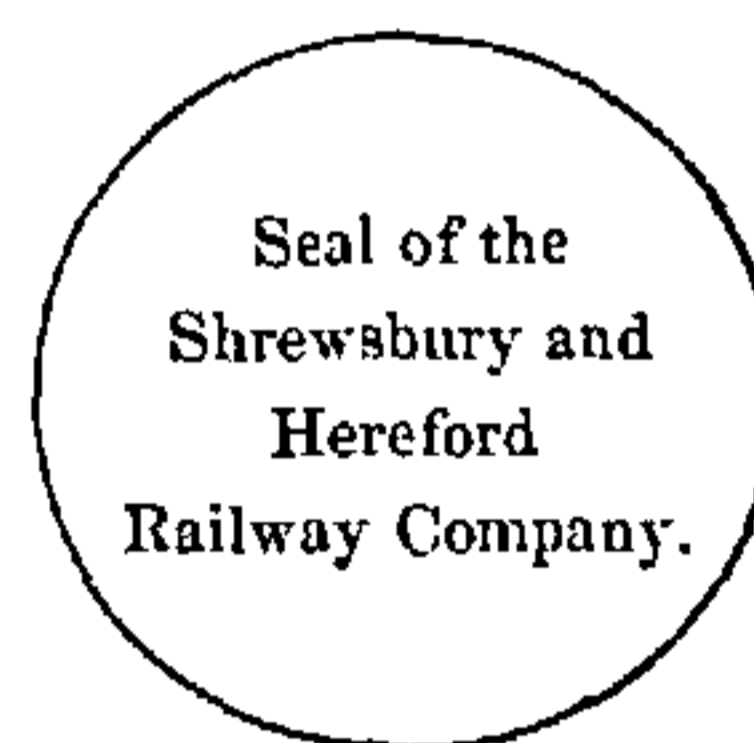
16. The Title of the Lessors to the demised Premises to be accepted as it stands at the Date of the Lease without Objection or Requisition, but at the Request and Expense of the Lessees, the Lessors to show what their Title is and to produce their Title Deeds.

17. The Lessors to complete all their Purchases of Land not completed at the Date of the Lease, including the Enfranchisement of all Copyhold, and Apportionment and Redemption of Land Tax and Tithe Rentcharge, but all Expenditure for those Purposes to be paid out of Monies raised or to be raised by the Lessors on Capital Account, and to bear Dividend or Interest accordingly.

18. The Lessees to be entitled to all Dividends upon Shares or Stock held by or in trust for the Lessors in any other Undertaking, but the Shares and Stock so held to remain registered in the Names of the Lessors or their Trustees.

19. The Lessors Costs and Expenses preparatory and otherwise relating to the Lease, and the Application to Parliament to authorize it, to be paid out of Monies raised by them on Capital Account, and to bear Dividend or Interest accordingly.

20. If required by any of the Parties, these Terms to be extended into a more formal Agreement, and the proposed Lease to be settled by John Horatio Lloyd, Esquire, or John Bullar, Esquire, Barristers-at-Law, whom failing, by William Newland Welsby, Esquire, Barrister-at-Law.




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 SCHEDULE (B.)
 

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THIS INDENTURE made the Ninth Day of July 1862, between the Shrewsbury and Hereford Railway Company of the First Part, the London and North-western Railway Company of the Second Part, and the Great Western and West Midland Railway Companies of the Third Part.

Whereas by Indenture made the 31st Day of March last, between the Parties hereto of the First and Second Parts, it was mutually agreed by and between the said last-mentioned Parties that if sanctioned by Parliament the Shrewsbury and Hereford Railway Company would grant, and the London and North-western Railway Company would accept, a Lease of the Undertaking, Railway, Works, and Property of the Shrewsbury and Hereford Railway Company upon the Terms and Conditions specified in the Schedule to the said Indenture:

And whereas, in accordance with the said Indenture, a Bill is now depending in Parliament to authorize the granting of such Lease to the London and North-western Railway Company, and against the passing of which Bill into

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and Law Petitions have been presented to the House of Lords by the Great Western and West Midland Railway Companies respectively: And whereas it hath been mutually agreed between the Parties hereto that such Petitions and all Opposition to the said Bill thereon should be withdrawn, and that the Arrangements herein-after set forth should be made and carried into effect: Now, therefore, this Indenture witnesseth, and it is hereby mutually agreed by and between the several Parties hereto as follows; that is to say,

First, such Provisions shall be introduced into the said Bill as shall secure to the Great Western Railway Company and to the West Midland Railway Company an equal Participation, on the Terms mentioned in the said recited Indenture, with the London and North-western Railway Company, in the Lease proposed to be by the said Bill authorized of the Undertaking of the Shrewsbury and Hereford Railway Company, and the Great Western and West Midland Railway Companies shall be liable to the Payment of One Half of the Rent and Expenses, as herein-after set forth in Article Six.

Secondly, the Railway, Stations, Sidings, Lands, Works, and Conveniences of the Shrewsbury and Hereford Railway shall be used by the Lessees respectively for all Traffic, other than local Traffic as herein-after defined, without Payment by them of any Toll in respect thereof.

Thirdly, the Undertaking of the Shrewsbury and Hereford Railway, and the Management and Maintenance thereof, shall be placed under the Control of a Joint Committee, consisting of Eight Members (of whom Four shall be appointed by the London and North-western Railway Company and Four by the Great Western and West Midland Railway Companies), and of an independent Chairman, unconnected with any of the said Companies, to be appointed from Time to Time, in case of Difference as to such Appointment, by the Board of Trade, and to hold Office for a Period of 12 Months; but such independent Chairman shall only act and vote when specially called in upon the Requisition of either of the Parties hereto of the Second or Third Part; and in case such independent Chairman shall be unable from Illness or any other Cause to act, then the Board of Trade, in case of Difference between the Parties as to such new Appointment, shall appoint another independent Person in his Stead; and such Committee of Management shall hold its Meetings at such Time and Place or Places as they shall deem most convenient for the Despatch of Business.

Fourthly, subject to the Control and Management from Time to Time of such Joint Committee, and except as the Lessees may otherwise agree, any of the Lessees may at all Times use the Lines, Sidings, Stations, Buildings, Sheds, Yards, Water, Water Engines, Works, and Conveniences whatsoever of the Shrewsbury and Hereford Railway Company and every Part thereof, for the Conveyance of Passengers, Animals, and Things thereon, and for all such other Purposes as are from Time to Time proper and sufficient for the Traffic or Business of the respective Lessees thereon.

Fifthly, the Term "local Traffic" shall be held to mean Traffic arising and terminating at Stations on the Shrewsbury and Hereford Railway, including the terminal Stations, and also all Traffic arising or terminating at any Station on the Shrewsbury and Hereford Railway, and coming to or going from any Railway which may hereafter be sanctioned, and which may form a new Junction with the Main Line of the Shrewsbury and Hereford Railway.

Sixthly,

*The Shrewsbury and Hereford Railway (Leasing) Act, 1862.*

Sixthly, all Rates for local Traffic shall be fixed by the Joint Committee, and the Proceeds arising therefrom and from all other Sources shall be paid to a Joint Fund, and appropriated, so far as the same will extend, to the Payment of the Costs of Maintenance, Management, Working, and to Rents, Rates, Taxes, and all other Charges and Expenses properly chargeable against such Fund, and the Balance to the Payment of the agreed on Rent and other Payments to the Shrewsbury and Hereford Railway Company; and in case such Joint Fund shall not be sufficient for the Purposes aforesaid, the London and North-western Railway Company shall make good one Moiety of the Deficiency, and the Great Western and West Midland Railway Companies shall make good the other Moiety thereof.

Seventhly, the joint Station at Hereford belonging to the Great Western Railway Company and the Shrewsbury and Hereford Railway Company shall, so far as relates to Traffic in connexion with the Shrewsbury and Hereford Railway, but not so far as relates to the Traffic of the Great Western Railway Company in connexion with the Hereford, Ross, and Gloucester Railway, be under the Control of the Joint Committee.

Eighthly, the Parties hereto and each and every of them shall do and concur in all needful Acts and Deeds for carrying out and giving effect to this Agreement.

Ninthly, except as to any Matters to be decided by the independent Chairman of the Joint Committee, if and whenever any Difference shall arise between any of the Companies Parties hereto touching the Construction, Effect, Incidents, or Consequences of this Agreement, or touching the Mode in which any of the Provisions thereof shall be carried into effect, or touching the Fact or Extent of any Nonperformance or Nonobservance of this Agreement, or the Consequences of any such Nonperformance or Nonobservance, or any Claims by reason of the same or otherwise concerning 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."

Lastly, if required by any of the Parties, these Terms to be extended into a more formal Agreement, and such Agreement and the proposed Lease shall be settled by John Horatio Lloyd, Esquire, or John Bullar, Esquire, Barristers-at-Law, whom failing, by William Newland Welsby, Esquire, Barrister-at-Law.

In witness whereof the said Companies have hereunto set their respective Seals the Day and Year first above written.



SCHEDULE (C.)  

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*List of Parishes in which superfluous Lands are situate.*

## SHROPSHIRE.

## Parishes :

Holy Cross and Saint Giles.  
Saint Julian.  
Meole Brace.  
Stapleton.  
Condover.  
Lebotwood.  
Church Stretton.  
Stanton Lacy.

## HEREFORDSHIRE.

Ludford.  
Orleton.  
Eye.  
Leominster.  
Wellington.  
Marden.  
Holmer.

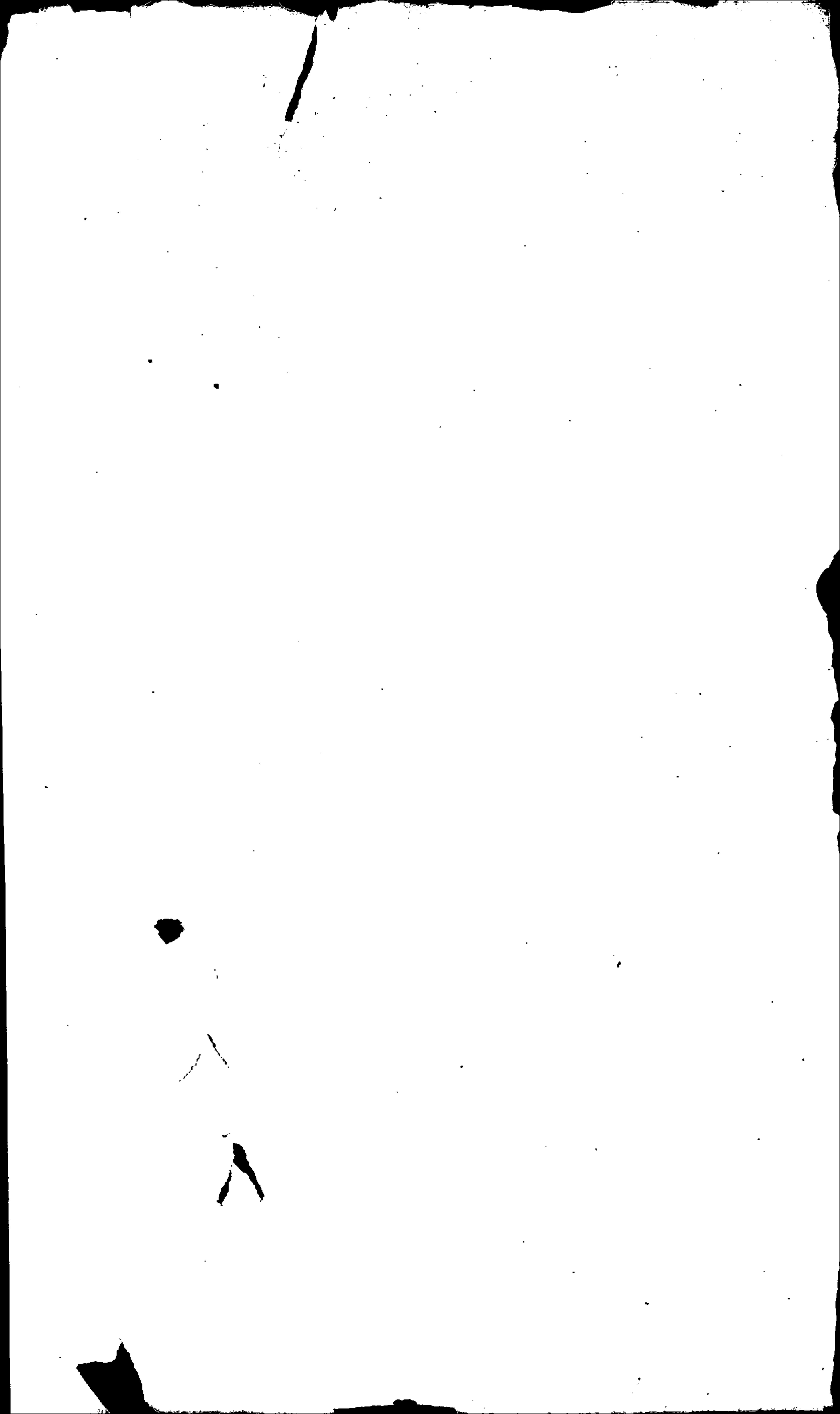
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Printers to the Queen's most Excellent Majesty. 1862.







*Belfast, Holywood, and Bangor Railway Act, 1863.*

passing thereof, shall during the Continuance of such Mortgages and Bonds have Priority over any Mortgages to be granted by virtue of this Act.

14. All and every Part of the Monies which the Company are by this Act authorized to raise by Shares or Mortgage shall be applied only to the Purposes by the Act of 1860 and by this Act authorized.

Application of Money raised or borrowed.

15. The Company may enter into and carry into effect Agreements with any Company or Persons undertaking the Construction of a Quay or Pier or other similar Works at *Bangor*, or any Public Baths or Promenade, for the Use of any Lands belonging to the Company, for such Purposes or any of them, or for the Construction of those Works or any of them in connexion with the Railway or Station of the Company, or the Approaches thereto, or in such other Manner as may be agreed upon, and for any Subscription or Contribution by the Company not exceeding Twenty thousand Pounds, towards the Funds of such Company or Persons, upon such Terms and Conditions as may be mutually agreed upon.

Power to Company to contribute towards a Quay &c. at Bangor.

16. The Company may from Time to Time subscribe and contribute Funds to such Amount as they shall think fit, but not exceeding Ten thousand Pounds, towards the Erection of an Hotel, with Refreshment Rooms and other Accommodations and Conveniences connected therewith, at the Company's intended Station at *Bangor*, or in such other convenient Situation at *Bangor* as the Company may agree upon with the Parties erecting such Hotel and Refreshment Rooms.

Power to contribute to Hotel at Bangor.

17. The Company by Agreement may purchase or otherwise acquire any Lands at *Bangor* near to their intended Station there, or to the Roads or Approaches leading to such Station, for the Purpose of providing an Hotel or Refreshment Rooms, and other Accommodation and Conveniences there, and may build on any Land so acquired, or on any other Lands adjoining or near to that Station and from Time to Time belonging to the Company, an Hotel, and such Refreshment Rooms and Conveniences connected therewith as they think proper.

Power to purchase Lands for Hotel at Bangor.

18. The Company by Agreement may purchase or otherwise acquire, for any of the extraordinary Purposes expressed in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding in the whole Three Acres, in addition to the other Lands which by the Act of 1860 and this Act they are authorized to acquire.

Lands for extraordinary Purposes.

19. The Company from Time to Time may use for any of the Purposes of this Act such of the Lands as they from Time to Time acquire by Agreement under this Act, as they think fit.

Power to use Lands for Purposes of Act.

[Local.]

21 L

20. It

*Belfast, Holywood, and Bangor Railway Act, 1863.*

Interest not  
to be paid  
on Calls  
paid up.

20. It shall not be lawful for the Company, 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, 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.

21. It shall not be lawful for the 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 or Acts, 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 to 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 Gene-  
ral Acts.

22. 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 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, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by the recited Act, or of the Rates for small Parcels.

Expenses of  
Act.

23. All the Costs, Charges, and Expenses of applying for and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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