



ANNO VICESIMO NONO & TRICESIMO

VICTORIÆ REGINÆ.

Cap. ccxi.

An Act to authorize the *Shrewsbury and Potteries Junction* Railway Company to deviate from and alter Parts of their authorized Works, and to make new Branch and Junction Railways, and Diversions of Roads in connexion with their authorized Works, and to amend "The *Shrewsbury and Potteries Junction* Railway Act, 1865," and to authorize the Admission of the said Company to participate in the Ownership of the *Wellington and Drayton* Railway; and for other Purposes. [16th July 1866.]

WHEREAS it is expedient that the *Shrewsbury and Potteries Junction* Railway Company (in this Act called "the Company") be authorized to make and maintain the following Deviations from the Lines of the Railways authorized by "The *Shrewsbury and Potteries Junction* Railway Act, 1865," (in this Act called "the original Act,") viz.,

28 & 29 Vict.
c. cccxli.

Deviation (A.) A Deviation Railway commencing in the Parish of *St. Alkmond, Shrewsbury*, at the Point where the Railway No. 2. [Local.] 32 G authorized

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authorized by the original Act was authorized to begin, and terminating in the Parish of *St. Mary, Shrewsbury*, by a Junction with the authorized Line of that Railway No. 2.:

Deviation (B.) A Deviation Railway commencing in the Parish of *Holy Cross and St. Giles, Shrewsbury*, by a Junction with the authorized Line of the Railway No. 3. authorized by the original Act, and terminating in the Parish of *St. Julian, Shrewsbury*, by a Junction with the same authorized Line:

And whereas it is expedient that the Company be authorized to alter the authorized Levels of the following Portions of the Railways authorized by the original Act; *viz.*,

Alteration (C.) A Portion of the Railway No. 1. commencing in the Parish of *St. Alkmond, Shrewsbury*, in or near an Enclosure No. 6. on the Plans of that Railway deposited for the Purposes of the original Act, and terminating in or near an Enclosure No. 11. in the same Parish on those Plans:

Alteration (D.) The Portion of the Railway No. 3. extending from a Point in or near a Field No. 22. in the Parish of *St. Julian, Shrewsbury*, on the said Plans to the authorized Terminus of that Railway in the Parish of *Meole Brace* in the County of *Salop*:

And whereas in connexion with the Construction of the Railways authorized by the original Act it is expedient that the Company be authorized to make the following Diversions of Roads; *viz.*,

First Road Diversion: A Diversion (wholly in the said Parish of *Holy Cross and St. Giles*) of the Road numbered on the said Plans of Railway No. 2. authorized by the original Act 11 in that Parish, commencing at or near the Bridge carrying the Road No. 16. in that Parish on those Plans over the Railway between *Shrewsbury* and *Wellington*, and terminating by a Junction with the Road numbered on those Plans 10 in the same Parish near the Bridge carrying the last-mentioned Road over the same Railway:

Second Road Diversion: A Diversion (wholly in the said Parish of *Holy Cross and St. Giles*) of the Road No. 10. in that Parish on the said Plans of Railway No. 3. authorized by the original Act, commencing at or near the Point where that Road joins the Road No. 11. on the same Plans of the same Railway, and terminating in the *Abbey Foregate, Shrewsbury*:

And whereas it is expedient that the Company be authorized to make and maintain the following new Railways and Works; *viz.*,

Branch Railway (No. 4.) A Railway commencing in the said Parish of *St. Julian* by a Junction with Railway No. 6. authorized by the original Act, and terminating in the said Parish of *Holy Cross and St. Giles* by a Junction with the Railway No. 2. authorized by the original Act:

Junction

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Junction Railway (No. 5.) A Junction Railway (wholly in the Parish of *Hodnet* in the County of *Salop*) commencing by a Junction with the Railway No. 1. authorized by the original Act, and terminating by a Junction with the *Wellington and Drayton Junction Railway* :

Junction Railway (No. 6.) A Junction Railway (wholly in the said Parish of *Meole Brace* and County of *Salop*) commencing by a Junction with Railway No. 3. authorized by the original Act, and terminating by a Junction with the *Shrewsbury and North Wales Railway* :

And whereas it is expedient that the Company be authorized to take additional Lands and Property in the several Parishes of *Battlefield*, *St. Alkmond*, and *Holy Cross and St. Giles*, in the County of *Salop* : And whereas for the Purposes of this Act Plans and Sections showing the Situation, Lines, and Levels of the proposed Railways and Works, and the Lands which may be taken for the Purposes thereof, and other Lands which may be taken under the Authority of this Act, and Books of Reference to those Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of those Lands, have been deposited with the Clerk of the Peace for the County of *Salop* : And whereas it is expedient that the Company be authorized to stop up so much of the said Roads as will be rendered unnecessary by reason of the said Diversions, and also the Footpath numbered 42 in the Parish of *St. Mary, Shrewsbury*, on the deposited Plans of the Railway No. 2. authorized by the original Act, and the Footpath numbered 6 in the Parish of *Holy Cross and St. Giles*, and 8 in the Parish of *St. Julian*, on the deposited Plans of the Railway No. 6. authorized by the original Act: And whereas it is expedient to extend to the altered Railways and to the proposed new Railways the Powers of making Working and Traffic Arrangements conferred upon the Company and the *Shrewsbury and North Wales Railway Company* by the original Act: And whereas it is expedient that the Company be authorized to abandon the Construction of the following Portions of the Railways authorized by the original Act; *viz.*,

1. The Railway No. 2. from its Commencement to the Point of Junction therewith of the proposed Deviation Railway (A.) ;
2. So much of the Railway No. 3. as was intended to have been made between the Commencement and Termination of the proposed Deviation Railway (B.) ; and also (in the event of their being admitted to joint Ownership of Part of the *Wellington and Drayton Railway* as in this Act mentioned),
3. The Railway No. 1. from its Commencement to the Occupation Road numbered on the deposited Plans of that Railway 66 in the Parish of *Hodnet* :

And whereas it is expedient to empower the Company to work, run over, and use the Railways and Stations of the *Drayton Junction Railway*

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Railway Company: And whereas it is expedient to empower the *Drayton Junction* Railway Company to work, run over, and use the Railways of the Company: And whereas it is expedient to authorize the Admission of the Company by Arrangement with the *Wellington and Drayton* Railway Company to the joint Ownership and Management of the Railway and Works or any Part of the Railway and Works of that Company, and of the Lands acquired for the Purposes thereof, and to joint Participation in the Exercise of the Powers, Rights, and Privileges of that Company: And whereas it is expedient that the Company be authorized to raise more Money for the Purposes of this Act, and also to divide into Half Shares their Capital under this Act and under the original Act: And whereas the Objects 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:

Short Title.

1. This Act may be cited for all Purposes as "*The Shrewsbury and Potteries Junction Railway (Deviations) Act, 1866.*"

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

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," Part I., relating to Construction of a Railway, of "The Railways Clauses Act, 1863," Part I. relating to Cancellation and Surrender of Shares, and Part II. relating to additional Capital, of "The Companies Clauses Act, 1863," and the following Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," (that is to say,)

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

With respect to the Transfer or Transmission of Shares;

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

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

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

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

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

With respect to the Consolidation of Shares into Stock;

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested,

are (except where expressly varied by this Act) incorporated with and form Part of this Act.

3. In

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3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" shall mean the *Shrewsbury and Potteries Junction Railway Company*; the Expression "the original Act" shall mean "The *Shrewsbury and Potteries Junction Railway Act, 1865*;" the Expression "the Railway" or "the Undertaking" shall mean the Railway or Undertaking by this Act authorized, or any Part thereof; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Interpre-
tation of
Terms.

4. Subject to the Provisions of this Act, the Company may make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections the Deviations and Alterations, Diversions of Roads, and new Railways herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for those Purposes. The Deviations herein-before referred to and authorized by this Act are,—

Power to
make Rail-
ways ac-
cording to
deposited
Plans.

Deviation (A.) A Deviation Railway, Two Miles and Two Furlongs or thereabouts in Length, commencing in the Parish of *St. Alkmond (Shrewsbury)* at the Point where the Railway No. 2. authorized by the original Act was authorized to begin, and terminating in the Parish of *St. Mary, Shrewsbury*, by a Junction with the authorized Line of that Railway No. 2.:

Deviation (B.) A Deviation Railway, Two Furlongs or thereabouts in Length, commencing in the Parish of *Holy Cross and St. Giles (Shrewsbury)* by a Junction with the authorized Line of the Railway No. 3. authorized by the original Act, and terminating in the Parish of *St. Julian (Shrewsbury)* by a Junction with the same authorized Line.

The Alterations herein-before referred to and authorized by this Act are the Construction and Maintenance, according to the Levels shown on the Sections deposited for the Purposes of this Act, of the following Portions of Railway:

Alteration (C.) The Portion of the Railway No. 1. authorized by the original Act, Five Furlongs and Two Chains or thereabouts in Length, commencing in the Parish of *St. Alkmond (Shrewsbury)* in or near an Enclosure No. 6. on the Plans of that Railway deposited for the Purposes of the original Act, and terminating in or near an Enclosure No. 11. in the same Parish on those Plans:

[Local.]

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Alteration

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Alteration (D.) of the Portion of the Railway No. 3. authorized by the original Act, Two Miles Two Furlongs and Two Chains or thereabouts in Length, extending from a Point in or near a Field No. 22, in the Parish of *St. Julian*, (*Shrewsbury*), on the said Plans to the authorized Termination of that Railway in the Parish of *Meole Brace* in the County of *Salop*.

The Diversions of Roads herein-before referred to and authorized by this Act are,—

First Road Diversion: A Diversion (wholly in the said Parish of *Holy Cross and St. Giles*) of the Road numbered on the said Plans of Railway No. 2. authorized by the original Act 11 in that Parish, commencing at or near the Bridge carrying the Road No. 16. in that Parish on those Plans over the Railway between *Shrewsbury* and *Wellington*, and terminating by a Junction with the Road numbered on those Plans 10 in the same Parish near the Bridge carrying the last-mentioned Road over the same Railway:

Second Road Diversion: A Diversion (wholly in the said Parish of *Holy Cross and Saint Giles*) of the Road No. 10. in that Parish on the said Plans of Railway No. 3. authorized by the original Act, commencing at or near the Point where that Road joins the Road No. 11. on the same Plans of the same Railway, and terminating in the *Abbey Foregate, Shrewsbury*.

The new Railways herein-before referred to and authorized by this Act are,—

A Railway (on the deposited Plans and Sections and in this Act called Branch Railway No. 4.), Five Furlongs Six Chains or thereabouts in Length, commencing in the said Parish of *St. Julian* by a Junction with the Railway No. 6. authorized by the original Act, and terminating in the said Parish of *Holy Cross and Saint Giles* by a Junction with the Railway No. 2. authorized by the existing Act:

A Junction Railway (on the deposited Plans and Sections and in this Act called Junction Railway No. 5.) wholly in the Parish of *Hodnet* in the County of *Salop*, Two Furlongs and Two Chains or thereabouts in Length, commencing by a Junction with the Railway No. 1. authorized by the original Act, and terminating by a Junction with the *Wellington and Drayton Junction Railway*:

A Junction Railway (on the deposited Plans and Sections and in this Act called Junction Railway No. 6.) wholly in the said Parish of *Meole Brace* and County of *Salop*, Six Furlongs and Two Chains or thereabouts in Length, commencing by a Junction with the Railway No. 3. authorized by the original Act, and terminating by a Junction with the *Shrewsbury and North Wales Railway*.

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- 5.** The Company may also enter upon and take any of the Lands in the several Parishes of *Battlefield, St. Alkmond, and Holy Cross and St. Giles* delineated on the deposited Plans and described in the deposited Books of Reference, but as regards the Lands in the said Parishes of *Saint Alkmond and Holy Cross and Saint Giles* subject to the Restrictions herein-after contained. Power to take additional Lands.
- 6.** The Company may apply for the Purposes of this Act, or of any Agreement or Arrangement under this Act, any Monies raised or to be raised by them by virtue of the original Act, and not required for the Purposes to which they are by that Act made specially applicable. Application of Funds.
- 7.** In addition to any other Monies which the Company are or may be authorized to raise, they may for the Purposes of this Act from Time to Time raise by the Creation and Issue of new Ordinary Shares or new Ordinary Stock, or, at the Option of the Company, by either of those Modes, any further Sums not exceeding in the whole for the Purposes of this Act Eighty thousand Pounds. Shrewsbury and Potteries Junction Railway Company empowered to raise Capital.
- 8.** The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof. Shares not to issue until One Fifth paid up.
- 9.** One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share. Calls.
- 10.** Subject to the Provisions of this Act, the Company may fix the Amount of the new Shares and Times of Payment of the Calls on such new Shares: Provided always, that no new Share created under the Authority of this Act shall be of less Amount than Ten Pounds. Company may fix Amount of Calls, &c.
- 11.** Every Person who becomes entitled to any new Share or Stock created under the Powers of this Act shall in respect of the same be a Proprietor in and of the Undertaking of the Company, and (except as otherwise provided by or under the Powers of this Act) shall be entitled to a Dividend with the other Proprietors in the Company proportioned to the Amount of such Stock, or to the whole Amount for the Time being paid up on such Share, as the Case may be. Dividends on new Shares.
- 12.** Except as by or under the Powers of this Act otherwise provided, all such new Stock shall in proportion to the Amount thereof, and all such new Shares shall in proportion to the Amount for the Time Qualification, &c. of new Shares and Stock.

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Time being paid up thereon, confer upon the respective Holders thereof the same Qualifications, Rights of voting, and other Privileges as any Ordinary Shares or Stock of the Company.

Company
may cancel
unissued
new Shares.

13. If, and after having created any new Shares or Stock under the Powers of this Act, the Company resolve not to issue the same or any Portion thereof, they may cancel the new Shares or Stock to which such Resolution applies, and may from Time to Time thereafter create and issue in lieu thereof other new Shares or Stock, not exceeding the aggregate Amount of the Shares or Stock so cancelled.

Receipt for
Persons
under
Disability.

14. The Receipt of the Guardian of any Shareholder being a Minor, or the Committee of any Shareholder being an Idiot, Lunatic, or Person *non compos mentis*, shall be a sufficient Discharge to the Company for any Money payable to such Shareholder.

Power to
divide
Shares.

15. Subject to the Provisions of this Act, the Company, with the Authority of Three Fourths of the Votes of the Shareholders present in person or by proxy at a General Meeting of the Company specially convened for the Purpose, may from Time to Time divide any Share in their Capital (whether created by or under the Authority of this Act or of the original Act) into Half Shares, of which one shall be called "Preferred Half Share," and the other shall be called "Deferred Half Share:" Provided always, that the Company shall not divide any Share under the Authority of this Act unless and until not less than Sixty *per Centum* upon such Share has been paid up, and upon every such Division Fifty *per Centum* upon the entire Share shall be carried to the Credit of the Deferred Half Share (being the whole Amount payable thereon), and the Residue to the Credit of the Preferred Half Share.

Dividends on
Half Shares.

16. The Dividend which would from Time to Time be payable on any divided Share if the same had continued an entire Share shall be applied in Payment of Dividends on the Two Half Shares in manner following; (that is to say,) first, in Payment of Dividend after such Rate not exceeding Six *per Centum per Annum* as shall be determined at a General Meeting of the Company specially convened for the Purpose on the Amount for the Time being paid up on the Preferred Half Share, and the Remainder, if any, in Payment of Dividend on the Deferred Half Share, and the Company shall not pay any greater Amount of Dividend on the Two Half Shares than would have from Time to Time been payable on the entire Share if the same had not been divided: Provided always, that no Dividend shall be declared or paid on any Deferred Half Shares for the First Half of any Year ending the Thirty-first Day of *December*, unless the full Amount for the Year of the Dividend attached to the Preferred Half Shares be previously paid or set apart.

For securing
full Divi-
dends to
Preferred
Half Shares.

17. Each

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17. Each Preferred Half Share shall be entitled out of the Profits of each Year to the Dividend which may have been attached to it by the Company as aforesaid in priority to the Deferred Half Share bearing the same Number; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of Dividend on any Preferred Half Share for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Dividend on Preferred Shares to be paid out of the Profits of the Year only.

18. Forthwith after the Creation of any Half Shares the same shall be registered by the Directors, and each Half Share shall bear the same Number as the Number of the entire Share Certificate in respect of which it was issued, and the Directors shall issue Certificates of the Half Shares accordingly, and shall cause an Entry to be made in the Register of the entire Shares of the Conversion thereof: Provided always, that the Directors shall not be bound to issue a Certificate of any Half Share until the Certificate of the existing Share be delivered to them to be cancelled, unless it be shown to their Satisfaction that the Certificate is destroyed or lost, and on any such Certificate being so delivered up the Directors shall cancel it.

Half Shares to be registered and Certificates issued.

19. The Terms and Conditions on which any Preferred Half Share or Deferred Half Share created under this Act is issued shall be stated on the Certificate of each such Half Share.

Terms of Issue to be stated in Certificates.

20. The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Forfeiture of Shares for Nonpayment of Calls, shall apply to all Preferred Half Shares to be created under the Authority of this Act, and every such Preferred Half Share shall for that Purpose be considered a whole Share distinct from the corresponding Deferred Half Share: Provided always, that until any forfeited Preferred Half Share shall be sold by the Directors of the Company all Dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards Payment of any Expenses attending the Declaration of Forfeiture thereof, and of the Arrears of Calls for the Time being due thereon, with Interest.

Forfeiture of Preferred Shares.

21. No Preferred Half Share created under the Authority of this Act shall be cancelled or be surrendered to the Company.

Preferred Shares not to be cancelled, &c.

22. The several Half Shares under this Act shall be Half Shares in the Capital of the Company, and every Two Half Shares held by the same Person (whether both preferred or both deferred or one preferred and the other deferred) shall confer such Right of voting at Meetings of the Company, and (subject to the Provisions herein-before

Half Shares to be Half Shares in Capital.

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contained) shall confer and have all such other Rights, Qualifications, Privileges, Liabilities, and Incidents, as attach and are incident to any entire Share.

Power to
borrow on
Mortgage.

23. The Company may from Time to Time borrow on Mortgage for the Purposes of this Act, and in addition to any other Money which they are or may be authorized to borrow, any Sums not exceeding in the whole Twenty-six thousand six hundred Pounds, but no Part thereof shall be borrowed until the whole of the additional Capital of Eighty thousand Pounds by this Act authorized is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears
may be en-
forced by
Appointment
of a Receiver.

24. The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Five thousand Pounds in the whole.

Existing
Mortgages
to have
Priority.

25. All Mortgages granted by the Company in pursuance of the Powers of any Act of Parliament before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be granted by the Company by virtue of this Act.

Power to
raise Money
by Shares
instead of
borrowing.

26. The Company may, if and when from Time to Time they so think fit, instead of borrowing or reborrowing on Mortgage all or any Part of the Monies which by this Act they are authorized to borrow, raise the same by the Creation and Issue of new Shares or Stock under the Provisions in that Behalf of this Act relating to the Company.

Application
of Monies.

27. All Monies raised under this Act, whether by Shares or borrowing, shall be applied only for the Purposes of this Act and of the original Act as amended by this Act.

28. The

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28. The Quantity of Land to be taken by the Company under the Authority of this Act for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Six Acres.

Lands for extraordinary Purposes.

29. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised, as regards the Deviations and Alterations and the Diversions of Roads, after the Expiration of Two Years from the passing of the original Act, and as regards the new Railways and other Works by this Act authorized, after the Expiration of Two Years from the passing of this Act.

Powers for compulsory Purchases limited.

30. The Deviations and Alterations and the Diversions of Roads by this Act authorized shall be completed within Three Years from the passing of the original Act, and the new Railways and other Works shall be completed within Three Years from the passing of this Act; and on the Expiration of the Period by this Act limited for the Completion of any Work the Powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Period for Completion of Works.

31. The Company may make the Arch of the Bridge for carrying Railway No. 3. authorized by the original Act, as altered (Alteration D.) under the Authority of this Act, over the public Carriage Road numbered on the deposited Plans 22 in the Parish of *Meole Brace*, of any Span not less than Twenty Feet.

Span of Bridge.

32. The Company shall construct the Branch Railway No. 4. by this Act authorized in the Lines drawn on and according to the Plan thereof signed by *William Clarke* and by *John Ashdown*, and dated the Sixth Day of *March* 1866, so as to admit of the taking by the *London and North-western* Railway Company of so much of the Lands, Houses, and Property in the said Parish of *Holy Cross and St. Giles*, which by any Act of the present Session that Company are or may be authorized to take, as shall not be required for the Construction of the Branch Railway No. 4. according to such last-mentioned Plan.

Branch Railway No. 4. to be constructed according to Plans signed by Mr. Clarke and Mr. Ashdown.

33. The Company shall construct the Junction Railway No. 6. by this Act authorized over the *Shrewsbury and Welchpool* Railway, and its Ballast Siding, Ballast Hole, and Lands adjoining and near such Railway, in the Line drawn on, and by means of a good and sufficient Girder Bridge of the Dimensions shown on, and in all other respects according to the Plan thereof, signed and approved by *R. S. France* and the said *William Clarke*, and dated the Twelfth Day of *February* 1866, and the Notes written thereon.

Junction Railway No. 6. to be carried over Shrewsbury and Welchpool Railway according to signed Plans.

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As to
crossing of
Railways
4 and 6.

34. The Company in carrying the Branch Railway No. 4. and the Junction Railway No. 6. respectively by this Act authorized across the Railways next herein-after mentioned shall be bound by and comply with the following Provisions: that is to say,

First, the Branch Railway No. 4. shall be carried under the joint Line from *Shrewsbury* to *Wellington* by means of a good and sufficient Bridge, and so as to leave undisturbed that Line and its Sidings, and allow sufficient Width for the Construction of the Lines delineated and coloured Red on the said Plan, signed by the said *William Clarke* and *John Ashdown*:

Secondly, such Crossing and the Works relating thereto, and the Maintenance thereof respectively, shall (but subject to the Enactment herein-before contained with respect to the Construction of the said Branch Railway No. 4.) be made and constructed according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects, as to the said *Shrewsbury and Crewe* Line, of the principal Engineer for the Time being of the said *London and North-western* Railway Company, and as to the said joint Line of the principal Engineer of such joint Line for the Time being appointed by the *London and North-western* and *Great Western* Railway Companies, but in all things at the Expense of the Company:

Thirdly, the Crossing of the Junction Railway No. 6, and the Works relating thereto, in manner herein-before provided, and the Maintenance thereof respectively, shall be executed under the Superintendence and to the reasonable Satisfaction in all respects of the principal Engineer for the Time being appointed by the said last-mentioned Companies, but in all things at the Expense of the Company:

Fourthly, all such Crossings and the Works relating thereto respectively shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the said *Shrewsbury to Wellington* and *Shrewsbury and Welchpool* Railways, or the working of the Traffic thereon respectively.

Restricting
Interference
with Lands
of Shrop-
shire Union,
London and
North-
western.
Great
Western,
and Wel-
lington and
Drayton
Companies.

35. Notwithstanding anything herein-before contained, the Company shall not in respect of any Railway, Lands, or Property from Time to Time belonging to or in the Possession of the *Shropshire Union* Railways and Canal Company, or of the *London and North-western* and *Great Western* Railway Companies, or of the *Wellington and Drayton* Railway Company, as Owners, Lessees, or Occupiers jointly, or either of them solely, or which they or any One or more of them now or may have Power to take, or may be authorized to take under the Powers of any Act to be passed in the present Session of Parliament,

take,

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take, use, enter upon, or interfere with any of such Railways, Lands, or Property, or any Right, Interest, or Easement therein, without in every Case the previous Consent of those respective Companies in Writing under their respective Common Seals, except only such Part or Parts thereof, or such Easements therein respectively, as it shall be necessary for the Company to take, use, enter upon, or interfere with for the Purposes following; that is to say,

- First, Lands for constructing the Branch Railway No. 4. according to the Provision in that Behalf herein-before enacted, and an Easement for carrying such Branch Railway under the said joint Line:
Second, an Easement for carrying the Junction Railway No. 6. over the said *Shrewsbury and Welchpool* Railway:
Third, an Easement for making the Junction of Junction Railway No. 5. with the *Wellington and Drayton Junction* Railway.

36. The Company shall not pass any Engine, Carriage, Waggon, or Traffic across the said joint Line from *Shrewsbury* to *Wellington* on the Level between the Railways No. 2. and 3. respectively authorized by the original Act, nor bring any Engine, Carriage, or Waggon on to such joint Line, nor shall they lay in the double Junctions with such joint Line as by that Act authorized, but shall place on Sidings connected with those respective Railways, Traffic to be exchanged with such joint Line, and such last-mentioned Sidings shall be connected with the up and down Rails of the said joint Line by means of Leading Points, One set out of each of the Lines thereof, and such Points, with all proper Signal Apparatus, Appliances, and Works connected therewith, shall be constructed, laid in, and maintained by the said *London and North-western* and *Great Western* Railway Companies, but at the Expense in all things of the Company, and in such Position and according to such Plans as shall, if not agreed upon between the Engineer of those Companies and the Engineer of the Company, be determined by an Arbitrator to be appointed by the Board of Trade on the Application of any One or more of such Companies, and such Arbitrator shall have Power to deal with the Costs of and incident to any such Application as he may think fit; and the Company shall not construct the Junction of the said Railway No. 3. with the said *Shrewsbury and Welchpool* Railway as authorized by the original Act.

Company not to pass Traffic across, and as to authorized Junctions with *Shrewsbury to Wellington* joint Line and *Shrewsbury and Welchpool* Railway.

37. The Company shall at all Times maintain the Bridges or other Works by which such respective Crossings shall be so carried and executed respectively in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the principal Engineers for the Time being of the *London and North-western* and *Great Western* Railway Companies; and if and whenever the Company fail so to do, those Companies may make or do in and upon as well the Lands of the Company as their own respective Lands all such Works

Maintenance of Works.

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and Things as those Companies respectively may reasonably think requisite in that Behalf; and the Sums from Time to Time certified by such their respective Engineers to be the reasonable Amounts of their respective Expenditures in that Behalf, as also of the Leading Points, Signal Apparatus, Appliances, and Works, and their Maintenance, as is herein-before provided, shall be repaid to them respectively by the Company; and in default of full Payment the Amount due may be recovered with full Costs by those Companies respectively from the Company in any Court of competent Jurisdiction.

Saving
Rights of
Companies
named.

38. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Shropshire Union* Railways and Canal Company, or the *Shrewsbury and Hereford*, *Shrewsbury and Welchpool*, *London and North-western*, *Great Western*, and *Wellington and Drayton Junction* Railway Companies, or any or either of them, otherwise than is herein expressly provided.

Notice to be
given of
taking
Houses of
Labouring
Classes.

39. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Penalty for
Non-com-
pletion of
Railways
within Time
limited.

40. If any Railway by this Act authorized be not completed and opened for public Traffic within the Period by this Act limited for the Completion thereof, then (subject to the Provisions herein-after contained) the Company shall forfeit and pay the Sum of Fifty Pounds for every Day after the Expiration of that Period during which the Railway shall remain unopened, which Amount shall be a Debt due from the Company to the Crown, and recoverable accordingly: Provided always, that no such Penalty shall accrue or be payable for or in respect of any Time during which the Company may be prevented from completing or opening the Railway by unforeseen Accident or Circumstances beyond their Control, of which Prevention, and the Time for which it may have endured, the Certificate of the Board of Trade shall be sufficient Evidence, and that Board, on the Production of such Proof as they shall deem sufficient, shall grant such Certificate accordingly; provided also, that the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company within the Meaning of this Section.

41. The

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41. The Company may demand and take on and in respect of the new Railways by this Act authorized, and of the Railways by the original Act authorized as deviated and altered under the Authority of this Act, the Tolls, Rates, and Charges by the original Act authorized, and as if the new Railways, Deviations, and Alterations had been Part of the Railways by that Act authorized.

Tolls, &c.

42. The Sections numbered 52 and 53 of "The *Shrewsbury and Potteries Junction Railway Act, 1865*," shall be read and have Effect as if the new Railways, Deviations, and Alterations by this Act authorized had been Part of the Railways of the Company by that Act authorized.

Extending Powers of making working Arrangements.

43. The Sections numbered 35 and 36 of "The *Shrewsbury and Potteries Junction Railway Act, 1865*," shall extend and apply to the crossing of the Canal of the *Shropshire Union Railways and Canal Company* by any Railway or Work by this Act authorized as fully and effectually as if those Sections were in this Act re-enacted with especial Reference to such Crossing.

Extending Provisions as to Shropshire Union Canal.

44. When the Diversion in this Act described, and by this Act authorized, of any Road is completed and opened for public Use, the Company may close and stop up so much of that Road as will be rendered unnecessary by reason of the Diversion, and thereupon all Rights of Way and other Rights in and over the Portion of Road so stopped up are by this Act extinguished, and the Soil and Site thereof are by this Act vested in the Company for their own Use and Benefit.

Stoppage, &c. of diverted Roads.

45. The Company may close and stop up the several Footpaths numbered on the Plans deposited for the Purposes of the original Act as follows; *viz.*, as regards Railway No. 2., the Footpath numbered 42 in the Parish of *St. Mary, Shrewsbury*, and as regards Railway No. 6., the Footpath No. 6. in the Parish of *Holy Cross and St. Giles*, and No. 8. in the Parish of *St. Julian*, and thereupon all Rights of Way on and over the same are by this Act extinguished.

Stoppage of Footpaths.

46. The Company and all other Companies and Persons lawfully using the Railways of the Company, or any Part thereof, may from Time to Time run and work over and use,—

Running Powers to Shrewsbury and Potteries Junction Railway Company.

(A.) All the Railways and Stations of the *Drayton Junction Railway Company* constructed or to be constructed under the Authority of any Act of Parliament heretofore passed:

(B.) Any Deviations and Alterations of those Railways authorized by any Act of this Session, whether passed before or after this Act.

47. The

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Running
Powers for
Drayton
Junction
Railway
Company.

47. The *Drayton Junction* Railway Company, and all other Companies and Persons lawfully using the Railways of that Company, or any Part thereof, may from Time to Time run and work over and use,—

(A.) The Railways described in and authorized by “*The Shrewsbury and Potteries Junction Railway Act, 1865* :”

(B.) The Deviations and Alterations of those Railways authorized by this Act.

Accessories
to Running
Powers.

48. Except as by or under the Authority of this Act otherwise provided, agreed, or determined, each Company and Person working, running over, or using, under the Authority of this Act, any Railway, Portion of Railway, or Station, may also from Time to Time exercise the following Powers (to wit) :

They may use the Railway, Portion of Railway, or Station, with their Engines, Carriages, Trucks, Officers, and Servants, and for Traffic of every Description, and whatsoever its Route or Destination :

They may likewise use all Stations, Sidings, Offices, Buildings, Platforms, Approaches, Water Engines, Supplies of Water, Signals, Signal Posts, Telegraphs, Machinery, Works, and Conveniences on or connected or used with such Railway, Portion of Railway, or Station :

They may demand and take upon and in respect of the Railway, Portion of Railway, or Station so used Tolls, Rates, and Charges not exceeding those which the Company owning the Railway, Portion of Railway, or Station are for the Time being authorized to take thereon or in respect thereof :

But in using the Railway, Portion of Railway, or Station they shall not, except with the Consent in Writing of the respective Company owning the same, take up at any Station of that Company any Traffic, and deliver the same at another Station of that Company, under a Penalty of Fifty Pounds (to be paid to that Company) for every Violation of this Restriction.

Owners of
Railways to
give Effect to
Running
Powers.

49. Except as by or under the Authority of this Act otherwise provided, agreed, or determined, each Company owning any Railway, Portion of Railway, or Station which any other Company or any other Person is by this Act empowered to run or work over or use shall from Time to Time, after the Expiration of Seven Days Notice in Writing so to do given to them by the other Company or Person, make all Arrangements, and afford and render all Services and Facilities, requisite for giving full Effect to the Powers by this Act given to the other Company and Person of running or working over or using the same.

Tolls and
Terms for
such Use.

50. Except as by or under the Authority of this Act otherwise provided, agreed, or determined, the Tolls and other Monies (if any)

to

*The Shrewsbury and Potteries Junction Railway (Deviations)
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to be paid, and the Terms, Conditions, and Regulations to be observed and performed, by each Company or Person running or working over or using, under the Authority of this Act, any Railway, Portion of Railway, or Station of any other Company, for and in respect of such User, and of the Services and Facilities aforesaid, shall be such as are from Time to Time agreed upon between the respective Company or Person so running or working over or using any Railway, Portion of Railway, or Station, and the respective Company owning the same, or, failing Agreement, determined by Arbitration: Provided that if the same be determined by Arbitration, the Tolls and other Payments (if any) to be so awarded by the Arbitrator may in his Discretion be either more or less than the Tolls, Rates, and Charges which the Company whose Railway, Portion of Railway, or Station is so used may for the Time being be authorized to levy.

51. All Differences, Questions, or Matters between or affecting any Two or more Parties by this Act directed to be settled or determined by Arbitration shall (unless other Provision for the Arbitration be made in this Act, or it be otherwise agreed between the Parties interested,) be referred to a single Arbitrator, who shall be appointed by the Board of Trade on the Application of the Parties interested, or either of them, and the Costs of the Arbitration shall be in his Discretion, and his Decision shall be binding on, and any Regulations he may make shall be observed and performed by, all Parties interested. Arbitration.

52. As regards Traffic conveyed by any Company under the Powers of this Act, or under any Agreement entered into under the Authority of this Act, partly on the Railways by this Act authorized and partly on any other Railway, all the said Railways shall, for the Purposes of Tolls and Charges, be considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic so conveyed partly on the Railways by this Act authorized and partly on any other Railway the following Rules shall be observed: Tolls on Traffic conveyed partly on the Railways and partly on any other Railways.

(A.) If the other Railway be a Railway of the *Shrewsbury and North Wales* Railway Company, then if the Traffic be so conveyed for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Three Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Three Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance

[Local.]

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of

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of Passengers, Animals, or Goods partly on the Railways by this Act authorized, and partly on the Railways of the *Shrewsbury and North Wales* Railway Company:

- (B.) If the other Railway be a Railway of the *Drayton Junction* Railway Company, then if the Traffic be so conveyed for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the Railways by this Act authorized, and partly on the Railways of the *Drayton Junction* Railway Company.

Company to
abandon
Portions of
authorized
Lines.

- 53.** The Company shall abandon the Construction of the following Portions of the Railways authorized by the original Act; *viz.*,
1. The Railway No. 2. from its Commencement to the Point of Junction therewith of the proposed Deviation Railway (A.):
 2. So much of the Railway No. 3. as was intended to be made between the Commencement and Termination of the proposed Deviation Railway (B.):
 3. And also (but only in the event of the Company being admitted in accordance with this Act to joint Ownership of the *Wellington and Drayton* Railway from the Junction therewith of the Branch Railway No. 5. by this Act authorized to its Termination at *Market Drayton*) the Railway No. 1. from its Commencement to the Occupation Road numbered on the deposited Plans of that Railway 66 in the Parish of *Hodnet*.

Compensa-
tion for
Damages to
Land by
Entry, &c.
for Purposes
of Railways
abandoned.

- 54.** The Abandonment by the Company under the Authority of this Act of any Portion of any Railway or Works shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof,

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thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act or the original Act.

55. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to any Portions of the Railways or Works authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice; and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Compensation to be made in respect of Portions of Railways abandoned.

56. The Company and the *Wellington and Drayton* Railway Company may from Time to Time enter into and carry into effect such Agreements and Arrangements for or with respect to the vesting in the Company (jointly with the *Wellington and Drayton* Railway Company) of the Ownership and Maintenance of the Railway and Works or any Part of the Railways and Works of that Company, and of the Lands acquired for the Purposes thereof, and (jointly with that Company) the Exercise of the Powers, Rights, and Privileges of that Company, upon such Terms and Conditions and for such Considerations whatsoever as may be agreed upon between the Two Companies, and for and with respect to the providing and contributing by the Company of Funds for the Construction of such Railways and Works, and the Acquisition of such Lands, and any incidental Matters, subject nevertheless and without Prejudice to "The *Wellington and Drayton* Railway Act, 1864," and the Indenture, a Copy of which is contained in the Schedule to that Act.

Provision for Admission of Company to joint Ownership of Wellington and Drayton Railway.

57. No such Agreement or Arrangement shall have any Operation or Effect unless and until it be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders voting in person or by proxy at Extraordinary Meetings of the respective Companies. Parties to such Agreement or Arrangement, specially convened for the Purpose.

Agreement to be first approved by Shareholders.

58. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the

Interest not to be paid on Calls paid up.

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the Shares held by him : Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

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

Railways
not exempt
from Pro-
visions of
present and
future Ge-
neral Acts.

60. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Rates for small Parcels authorized by this Act.

Expenses of
Act.

61. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the *Shrewsbury and Potteries Junction Railway Company*.

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