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VICTORIÆ REGINÆ.

Cap. ccxlix.

An Act for conferring additional Powers on the *London and North-western Railway Company* in relation to their own Undertaking and the Undertakings of other Companies; and for other Purposes. [23d July 1866.]

WHEREAS it is expedient that the *London and North-western Railway Company* should be empowered to make the new Roads or Streets and Diversions of existing Roads or Streets, and to discontinue and appropriate the Portions of Roads or Streets, in this Act mentioned, and also to convert into open Cutting a Portion of the Tunnel between their *Lime Street Station* and their *Edgehill Station*, and to execute the other Works in this Act mentioned: And whereas it is expedient that the Company should be empowered to acquire for Purposes connected with their Undertaking the additional Lands in this Act mentioned: And whereas Plans and Sections showing the respective Lines and Levels of the proposed Works by this Act authorized, and the Lands required for the Purposes thereof, and the other Lands which the Company are by this Act empowered to acquire and appropriate, and Books of Reference to the said Plans, have been deposited with the Clerks of the Peace for the several Counties within which those

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25 & 26 Vict.
c. ccviii.

Works will be constructed and those Lands respectively are situate :
 And whereas by "The *London and North-western Railway (Additional Powers) Act, 1862,*" the Company were empowered to stop up and discontinue as a public Thoroughfare, and appropriate to the Purposes of the Company, that Part of the *Shrewsbury and Holyhead Turnpike Road* in the Parish of *Holyhead* and County of *Anglesey* crossing the North-west End of the Station of the Company there upon which the Railway of the Company was then constructed upon the Level, for the Purpose of carrying the said Road over the Railway instead of on the Level thereof; but it was by the said Act provided, that before the Company should exercise any of such Powers in relation to the said Road they should construct, to the Satisfaction of and according to Plans and Sections to be approved of by the Commissioners of Her Majesty's Works and Buildings and the Commissioners for executing the Office of Lord High Admiral of *Great Britain* and *Ireland* respectively, upon the Lands then or thereafter belonging to the Company, an Alteration or Deviation in the said Road by which the same should be carried over the said Railway by a Bridge: And whereas an Alteration or Deviation in the said Road has accordingly been made, and the Road carried over the Railway by means of a Bridge, to the Satisfaction of and according to Plans and Sections approved by the Commissioners of Her Majesty's Works and Buildings and the Commissioners for executing the Office of Lord High Admiral of *Great Britain* and *Ireland* respectively, and it is expedient that such Alteration or Deviation in the said Road should be confirmed: And whereas it is expedient that the Construction and Maintenance of the *Vale of Clwyd Railway* on the Level across the Road in the Township of *Towyn* in the Parish of *Abergele* in the County of *Denbigh*, leading from the public Road from *Abergele* to *Foryd* to the *Rhyl Bridge* over the *Clwyd Foryd River*, should be sanctioned and confirmed: And whereas it is expedient that the Time limited by "The *London and North-western Railway (Lines near Liverpool) Act, 1861,*" for the Completion of the Bridge over the River *Mersey* at *Runcorn*, thereby authorized, and the Railway and Works in connexion therewith, should be extended: And whereas it is expedient that further Provision should be made for the Sale by the Company of certain superfluous Lands acquired by them or on their Behalf: And whereas it is expedient that the Company should be empowered to pass over and use certain Portions of the Railways in the Town of *Burton-upon-Trent* belonging or reputed to belong to the *Midland Railway Company*, together with the Stations and Works belonging to or connected with the said Portions of Railways: And whereas by "The *Stockport, Disley, and Whaley Bridge Railway Act, 1854,*" the *Stockport, Disley, and Whaley Bridge Railway Company* were incorporated, with

17 & 18 Vict.
c. cc.

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with Power to construct a Railway from the *London and North-western Railway* near *Stockport* to *Disley* and *Whaley Bridge*, and by the same Act the *Stockport, Disley, and Whaley Bridge Railway Company* and the Company were empowered to enter into Agreements for the Use and working by the Company of all or any Part of the Railway by that Act authorized, and otherwise in relation thereto:

And whereas by "The *Stockport, Disley, and Whaley Bridge Railway Act, 1855*," the *Stockport, Disley, and Whaley Bridge Railway Company* were empowered to make a Junction Railway from and out

18 & 19 Vict.
c. cxxx.

of the authorized Line of their Railway to join the *Cromford and High Peak Railway*, and their Junction Railway was declared to be Part of the Undertaking of the Company, in the same Manner as if the same had originally formed Part thereof, and by the Act now in recital the Company were empowered to contribute towards the Undertaking of the *Stockport, Disley, and Whaley Bridge Railway Company*:

And whereas by "The *Stockport, Disley, and Whaley Bridge Railway Extension Act, 1857*," the *Stockport, Disley, and Whaley Bridge Railway Company* were empowered to construct a

20 & 21 Vict.
c. xcvi.

Railway, therein and herein-after called "the *Buxton Extension*," from the said Junction Railway to the Town of *Buxton*; and by the Act now in recital the Provisions of "The *Stockport, Disley, and Whaley Bridge Railway Act, 1854*," with reference to the Use and working by the Company of the Railway, were extended and made

applicable to the *Buxton Extension*; and by the Act now in recital the Company were empowered to contribute further Sums towards the Undertaking of the *Stockport, Disley, and Whaley Bridge Railway Company*, including the *Buxton Extension*:

And whereas the Company accordingly subscribed for and became Shareholders in the Undertaking of the *Stockport, Disley, and Whaley Bridge Railway Company*, and are working the Railways of that Company, including

the *Buxton Extension*: And whereas it is expedient that Provision be made for the vesting in the Company, as Part of their Undertaking, of the Undertaking, Railways, Works, Property, Powers, and Privileges of the *Stockport, Disley, and Whaley Bridge Railway Company* (including the *Buxton Extension*), and for the Dissolution

of that Company: And whereas it is expedient that the Company and the Owners for the Time being of or other Persons interested in the Railway in the Parish of *Mold* in the County of *Flint*, known as the *Nerquis Railway*, should be empowered to agree for the Purchase and Acquisition by the Company of such Railway, and that Provision

should be made for the vesting of the same in the Company as Part of their Undertaking: And whereas it is expedient that the Agreement between the Company and the *Wolverhampton and Walsall Railway Company*, a Copy of which is contained in the Schedule to this Act, should be confirmed: And whereas it is expedient that the

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Company should be empowered to subscribe towards and become Shareholders in the Undertaking of the *North-western and Charing Cross Railway Company*, and to guarantee Interest or Dividends on the Capital of that Company, and to vote at Meetings of that Company: And whereas it is expedient that the Company should be empowered to raise further Capital for the Purposes aforesaid, and for general Purposes connected with their Undertaking: And whereas it is expedient that some of the Powers and Provisions of the existing Acts relating to the Company should be altered, amended, extended, and enlarged, and such further Powers granted to the Company as are herein-after mentioned: And whereas the several 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:

Short Title.

1. This Act may be cited for all Purposes as "*The London and North-western Railway (New Works and Additional Powers) Act, 1866.*"

8 & 9 Vict.
cc. 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," Part II. (relating to additional Capital) of "The Companies Clauses Act, 1863," Part II. (relating to Extension of Time) and Part V. (relating to Amalgamation) of "The Railways Clauses Act, 1863," Section 17 of "The Railways Clauses Consolidation Act, 1845," and Sections 13 to 19, both inclusive, of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act; and in construing those Enactments the Words "Work" and "Railway" shall be taken to include the Alteration of Road and Works in the Parish of *Llanfairfechan* authorized by this Act.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by this Act, or 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 *London and North-western Railway Company*; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common
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Simple Contract Debt, and not a Debt or Demand created by Statute:

The Expression "the Corporation" shall mean the Mayor, Aldermen, and Burgesses of the Borough of *Liverpool*.

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 new Roads and other Works herein-after described, and may exercise the several other Powers herein-after mentioned, 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; (that is to say,)

Power to execute Works according to deposited Plans.

They may make a new Road in the Townships of *Gorton* and *Newton* in the Parish of *Manchester* in the County of *Lancaster*, to commence by a Junction with *Kirkmanshulme Lane*, South-west of the Point where the said Lane passes under the Company's Railway at *Longsight Station*, and to terminate North-west of the said Junction with *Kirkmanshulme Lane*:

They may make a new Road in the Township of *West Derby* and Parish of *Walton-on-the-Hill* in the County of *Lancaster*, to commence near the Point where the public Road known as *Spekeland Road* unites with a private Road belonging to *John Robinson Renner* and *William Hand*, and to terminate by a Junction with that Portion of the public Road called *Tunnel Road* which is now in course of Construction South of the Bridge carrying the last-mentioned Road over the Company's Railway, and may stop up, discontinue, and extinguish all Rights of Way over, and appropriate to the Use of their Undertaking, so much of the said Road called *Spekeland Road* as lies between the said last-mentioned Bridge and the Junction of the said Road with the proposed new Road, and may also stop up, discontinue, and extinguish all Rights of Way over the public Footpath leading from *Tunnel Road* to *Smithdown Road* otherwise *Smithdown Lane*, or some Portion thereof, and appropriate to the Use of their Undertaking so much of the said Footpath as lies between its Junction with *Tunnel Road* and its Intersection by the proposed new Road, and the Remainder of the said Footpath shall be and is hereby vested in the Owners for the Time being of the Land adjoining such Footpath on each Side thereof:

They may make a new Street or Road in the Township and Parish of *Liverpool* in the County of *Lancaster* in direct Continuation of *Vincent Street East*, commencing at the South End of that Street, and terminating by a Junction with *Copperas Hill*, and may stop up and discontinue and extinguish all Rights of Way over, and appropriate to the Use of their Undertaking, so much

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of the Street in the same Township and Parish called *Hotham Street* as extends for Seventy Yards, or thereabouts, Southwards from *Sydney Street*: Provided always, that before stopping up or appropriating so much of *Hotham Street* as aforesaid the Company shall make, form, and dedicate a new Street of the same Width as *Vincent Street East*, leading from *Vincent Street East* to *Gloucester Street*, and thence to *Copperas Hill*, and shall sewer, level, pave, flag, and channel the same to the Satisfaction of the Corporation, and shall erect for public Traffic a Footbridge for carrying *Hotham Street* over the Railway, such Bridge to be of such Width and of such Height and Construction as may be approved by the Corporation:

They may make within the Township of *Sutton* and Parish of *Prescôt* in the County of *Lancaster* the new Roads herein-after mentioned; (that is to say,)

A Road to commence near the Point where *Moss Lane* otherwise *Norman's Lane* unites with the Road from *Penlake Lane* to *Burton Wood* at *Rose Vale*, and to terminate by a Junction with the public Road leading from *Bold* and *Marshall Cross* to *Sutton Oak* near to the House known as *Porch House*:

A Road to commence by a Junction with the last-mentioned intended Road near the Commencement thereof, and to terminate by a Junction with *Baxter's Lane* or *Junction Road* at a Point about One hundred Yards North-west of the crossing of the said Lane or Road by the Company's Railway:

A Road to commence by a Junction with *Moss* otherwise *Norman's Lane* at a Point about Forty Yards North-east of the crossing of the said Lane by the Company's Railway, and to terminate by a Junction with the Road which passes by *Oak Inn* at a Point about Two hundred Yards West of the crossing of that Road by the Company's Railway:

And may stop up and discontinue as public Thoroughfares, and extinguish all Rights of Way over and appropriate to the Purposes of their Undertaking, the Site of the public Road from the Point where the *Liverpool and Manchester* Railway crosses the *Saint Helen's* Railway, and also so much of the public Road called *Church Street* or *Peckers Hill Lane* as extends from the last-mentioned Road across the *Liverpool and Manchester* Railway, and the Branch Railway from *Saint Helen's* Junction to *Saint Helen's*, including the Two level Crossings over the Railways and Sidings, and also so much of the Site of the public Road called *Baxter's Lane* or *Junction Road* as they may consider to have become unnecessary by reason of the Construction of the proposed new Roads or any of them:

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They may divert and alter the Line and Levels of the Road in the Township of *Sutton* and Parish of *Prescot* called *Gerard's Lane* for a Distance of One hundred and ten Yards or thereabouts Southward of its crossing by the Company's Railway to a Distance of One hundred and twenty Yards or thereabouts Northward of such Crossing, so as to carry the said Road under the Company's Railway instead of on the Level thereof, and may appropriate to the Purposes of their Undertaking the Site of the existing level Crossing :

They may divert and alter the Line and Levels of the Road in the Township of *Sutton* and Parish of *Prescot* leading from *Leech Hall* to *Bold Copper Works* for a Distance of Ninety Yards or thereabouts Westward of its crossing by the *Saint Helen's* Railway of the Company to a Distance of Ninety Yards or thereabouts Eastward of such Crossing, so as to carry the said Road under the Company's Railway instead of on the Level thereof, and may appropriate to the Purposes of their Undertaking the Site of the existing level Crossing :

They may stop up and discontinue the level Crossing of the Road called *Moss Lane* or *Norman's Lane* by the Railway of the Company, and may appropriate to the Purposes of their Undertaking the Site of such existing level Crossing :

They may make a new Road wholly in the Township of *Newton-in-Makerfield* in the Parish of *Winwick* in the County of *Lancaster*, to commence by a Junction with *Wargrave Lane* near to and on the North-west Side of the level Crossing of that Lane by the *Liverpool and Manchester* Railway of the Company, and to terminate by a Junction with *Wargrave Lane* South-east of the Point where that Lane is crossed on the Level by the *Grand Junction* Railway of the Company, and may stop up and discontinue and extinguish all Rights of Way over so much of *Wargrave Lane* as lies between the first-mentioned Point of Junction therewith of the intended Road and the Easterly Side of the *Grand Junction* Railway, and appropriate to the Purposes of their Undertaking so much thereof as crosses their Railway on the Level : Provided that where the said new Road crosses under the said *Liverpool and Manchester* Railway the Bridge of the said Railway there shall be a Girder Bridge, with a clear Headway of not less than Sixteen Feet and a clear Span of not less than Thirty Feet :

They may make an Alteration or Deviation, wholly in the Parish of *Llanfairfechan* in the County of *Carnarvon*, of the existing Road leading from the Village of *Llanfairfechan* to the Sea Beach there, to commence at or near the North-east End of the Bridge which carries the Turnpike Road leading from *Conway* to

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to *Aber* over the *Llanfairfechan River*, and to terminate on the Sea Beach at or immediately adjoining the Eastern Bank of the said *Llanfairfechan River*, and may stop up and discontinue as a public Thoroughfare and extinguish all Rights of Way over the existing Road leading from the said Turnpike Road to the Railway Station and the Beach on the Western Side of the said River, and appropriate a Portion of the said Road for the Purposes of their Undertaking, and may acquire a Portion of the Bed and Banks of the *Llanfairfechan River*, and construct a Bridge over the said River for the Purpose of obtaining a new Approach to their Station at *Llanfairfechan* from the said Road when diverted :

They may make an Alteration or Deviation within the Township and Parish of *Colwich* in the County of *Stafford* of the Turnpike Road leading from *Great Haywood* to *Rugeley*, for the Purpose of carrying the said Road under the Company's Railway at the *Colwich* Station, instead of on the Level thereof, such Alteration or Deviation to extend from about One hundred and ten Yards South-east of the present level Crossing of the said Road by the Railway near the *Colwich* Station to about One hundred and thirty Yards North-west of such level Crossing, and may make such Road when altered of any Inclination not steeper than One in Twenty, and may make the Arch of the Bridge for carrying the Road under the Railway of any Span not less than Twenty-two Feet Six Inches, and may stop up and discontinue as a public Thoroughfare and extinguish all Rights of Way over and appropriate to the Purposes of their Undertaking the existing Turnpike Road between the aforesaid Points or some Part thereof :

They may stop up and discontinue and extinguish all Rights of Way over so much of the Footpath now passing through the *Penmaenmawr* Station of the Company in the Parish of *Dwygyfylchi* in the County of *Carnarvon* as extends from the South-east Side of the Railway to the Beach there :

They may stop up and discontinue as a Thoroughfare and extinguish all Rights of Way over so much of the public Footpath in the Township of *Cheadle Moseley* in the Parish of *Cheadle* in the County of *Chester*, leading from *Hollows Lane* to the *Stockport and Cheadle* Turnpike Road, as extends from a Point thereon distant One hundred and thirty-two Yards or thereabouts (measured along the said Footpath in a South-easterly Direction) from its Junction with *Hollows Lane* on the North Side of the Railway from *Stockport* to *Cheadle*, now in course of Construction, to its crossing of the last-named Railway on the Southerly Side, and in lieu thereof may make a Footpath on the

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Lands of the Company along the Southerly Side of the said Railway between the existing Footpath and *Hollows Lane* near the Bridge carrying the Railway over the said Lane, all in the said Township and Parish:

They may stop up and discontinue as a Thoroughfare and extinguish all Rights of Way over and appropriate to the Purposes of their Undertaking so much of the public Footpath in the Township and Parish of *Warrington* in the County of *Lancaster*, which runs along the North Side of their *Warrington and Garston* Railway as extends for a Distance Eastwards of Four hundred Yards or thereabouts from the Point where the same Footpath is crossed by the Main Line of the Company, and may construct a new Footpath in lieu thereof between the Points aforesaid:

They may construct additional or enlarged Arches or Openings under *Bank Quay Road* in the Township and Parish of *Warrington* in the County of *Lancaster*, on each Side of the Arch through which the Main Line of the Company's Railway at present passes under that Road, and also additional or enlarged Arches or Openings under the Road in the same Township and Parish called *Froghall Lane* on each Side of the Arch through which the Main Line of the Company's Railway at present passes under that Road:

They may construct additional Arches or Openings under the Turnpike Road leading from *Nantwich* to *Wheelock* in the Township of *Crewe* and Parish of *Barthomley* in the County of *Chester* on each Side of the Arch through which the Company's Railway at present passes under that Road:

They may convert into open Cutting the Portion or Portions of the Tunnel between their *Lime Street* Station and their *Edgehill* Station, situate between the East Side of *Smithdown Lane* and the West Side of *Mason Street* in the Township of *West Derby* and Parish of *Walton-on-the-Hill* in the County of *Lancaster*:

They may purchase, by Compulsion or Agreement, such of the Lands, Houses, and Buildings situate over and on each Side of the before-mentioned Portion of the said Tunnel, and all such Ways, Passages, and Easements in, through, or over the said Lands as may be requisite for effecting the Objects aforesaid or any of them: Provided that certain Premises which are described in the deposited Book of Reference as a "Yard and Stables known as 45, *Smithdown Lane*," and which belong or are reputed to belong to the Reverend *Edward Pringle Hodgins* D.D., Incumbent of *St. Stephen's the Martyr's Church, Liverpool*, *Bell Williams* of *Liverpool*, Estate Broker, and *William Owen Wood*

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of *Liverpool*, Merchant, as Trustees of *St. Stephen's the Martyr's Church Schools, Liverpool*, and are intended for a Site for new Schools, and are situate in the Parish of *Walton-on-the-Hill* in the County of *Lancaster*, and are numbered 1 in the deposited Plans and Sections, shall not be taken by the Company for the Purposes of the said Undertaking or Works without the Consent in Writing of the said *Edward Pringle Hodgins, Bell Williams, and William Owen Wood*, or other the Trustees or Trustee for the Time being of the said Schools, being first had and obtained.

Company may acquire additional Lands for general Purposes.

5. In addition to the other Lands which the Company are by this Act authorized to acquire, they may, subject to the Provisions of this Act, from Time to Time enter upon, take, use, and appropriate to the Purposes of their Undertaking all or any of the Lands following defined on the deposited Plans and described in the deposited Books of Reference relating thereto respectively; (that is to say,)

Certain Lands, Houses, and Property situate in the Township of *Newton-in-Makerfield* in the Parish of *Winwick* in the County of *Lancaster*, situate near the *Earlestown Junction* and *Newton Junction* of the *Liverpool and Manchester Railway* of the Company with the *Grand Junction Railway* of the Company:

Certain Lands, Houses, and Property situate in the Township of *West Derby* in the Parish of *Walton-on-the-Hill* in the County of *Lancaster*, situate on the South Side of *Spekeland Road*, and on the East Side of *Tunnel Road* now in course of Construction, and adjoining each of such Roads:

Certain Lands, Houses, and Property situate in the Township of *Garston* in the Parish of *Childwall* in the said County of *Lancaster*, situate on the East Side of the existing *Garston Dock*, and on the North Side of the River *Mersey*:

Certain Lands, Houses, and Property situate in the Township of *Sutton* in the Parish of *Prescot* in the said County of *Lancaster*, bounded on the North-west Side by the *Saint Helen's Railway* of the Company, on the South Side by the *Liverpool and Manchester Railway* of the Company, and on the North-east Side by the Railway forming a Junction between the *Saint Helen's Railway* and the *Liverpool and Manchester Railway*:

Certain Lands, Houses, and Property in the Township of *Sutton* and Parish of *Prescot* aforesaid, situate on the North-west Side of the *Saint Helen's Railway*, and Three hundred and thirty Yards or thereabouts North of the Point where the *Saint Helen's Railway* crosses the *Liverpool and Manchester Railway*:

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Certain Lands, Houses, and Property in the Township of *Sutton* and Parish of *Prescot* aforesaid, situate on the South Side of the *Liverpool and Manchester* Railway, and on the North Side of a public Road called *Penlake Lane* near the Junction of the *Saint Helen's* Railway with the *Liverpool and Manchester* Railway :

Certain Lands, Houses, and Property in the Township and Parish of *Liverpool* in the County of *Lancaster*, lying between *Waterloo Road*, *Great Howard Street*, *Stuart Street*, and *Oil Street*, together with the Site of the said Street called *Stuart Street* :

Certain Lands and Property in the Township of *Ardwick* in the Parish of *Manchester* in the County of *Lancaster*, lying between the Company's Railway and the *Manchester, Sheffield, and Lincolnshire* Railway, and extending from the Signal Box of the *Manchester, Sheffield, and Lincolnshire* Railway at *Ardwick* for a Distance of One hundred and forty-three Yards or thereabouts in a South-easterly Direction :

Certain Plots or Parcels of Land, Houses, and Property in the Township and Parish of *Warrington* in the County of *Lancaster*, and respectively adjacent to the Railways, Stations, and Works of the Company, and required for the Enlargement and Improvement of the said Station :

Certain Plots or Parcels of Land, Houses, and Property in the Township of *Crewe* in the Parish of *Barthomley* in the County of *Chester*, and certain other Plots or Parcels of Land, Houses, and Property in the Township of *Monks Coppenhall* in the Parish of *Coppenhall* in the same County, and certain other Plots or Parcels of Land, Houses, and Property in the Township of *Basford* in the Parish of *Wybunbury* in the same County, which said Plots or Parcels of Land respectively are adjacent to the Railways, Stations, and Works of the Company, and are required for the Enlargement and Improvement of the said Stations :

Certain Lands, Houses, and Property situate in the Parish of *Wolverton* in the County of *Bucks*, bounded on the North-east by the South-west Boundary Wall of the Church and Parsonage House, and on the North by the Rear of the Houses in *Church Street* :

Certain Lands, Houses, and Property situate in the same Parish, bounded on the North by the Property of the Company, and on the South by the public Road leading from *Newport Pagnell* to *Stony Stratford*, the Eastern Boundary of which commences at a Distance of Two hundred and eighty-five Yards or thereabouts from the Point where the Road leading from *Newport Pagnell* to *Stony Stratford* intersects *Creed Street* and *Bury Street* :

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Certain Lands, Houses, and Property situate in the Township of *Blakenhall* in the Parish of *Wybunbury* in the County of *Chester*, situate on the North-easterly Side of the Company's Railway, and South-east of the Bridge over the Company's Railway called *Den Bridge* :

Certain Lands, Houses, and Property in the Parish of *Holy Cross and Saint Giles, Shrewsbury*, in the County of *Salop*, situate near the Joint Station at *Shrewsbury*, and on the North Side of the Bridge which carries the *Shrewsbury and Hereford* Railway over the *Abbey Foregate*, and on the West Side of the level Crossing by the *Shrewsbury and Birmingham* Railway of the public Road leading from the *Abbey Foregate* to *Underdale* :

Certain Lands, Houses, and Property situate in the Parish of *Saint Mary, Battersea*, in the County of *Surrey*, lying on the Southerly Side of and adjoining the *West London Extension* Railway, and on the Easterly Side of and adjoining *Falcon Lane* :

Certain Lands, Houses, and Property situate in the Parish of *Saint Pancras* in the County of *Middlesex*, lying on the East Side of and adjoining the *Hampstead Junction* Railway between *Prince of Wales Road* and *Grafton Street* :

Certain Lands, Houses, and Property situate in the Parish of *Willesden* in the County of *Middlesex* on the North Side of and adjoining the Company's Railway, and on the West Side of the Road leading from *Acton* to *Willesden*, and near to the Company's *Willesden* Station :

Certain Lands, Houses, and Property situate in the Parish of *Abergavenny* in the County of *Monmouth*, situate on the West Side of the *Merthyr, Tredegar, and Abergavenny* Railway, and about a Quarter of a Mile South-west of the *Brecon Road* Station on that Railway :

Certain Lands, Houses, and Property situate in the Parish of *Llantilio Pertholey* in the County of *Monmouth*, situate on the West Side of the *West Midland* Line of the *Great Western* Railway, and near to and adjoining and on the North Side of the Junction of the *Merthyr, Tredegar, and Abergavenny Junction* Railway with the said *West Midland* Railway :

Certain Lands and Property situate in the Parish of *Llanfairfechan* in the County of *Carnarvon*, on the North Side of the *Chester and Holyhead* Railway, and parallel with and adjoining thereto, and another Strip of Land in the same Parish adjoining and on the South Side of the said *Chester and Holyhead* Railway :

Certain Land and Property in the Parish of *Bangor* in the said County of *Carnarvon*, situate partly over the *Belmont Tunnel* of the *Chester and Holyhead* Railway, and on each Side of that Railway, and adjoining and parallel therewith.

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6. In constructing within the Borough of *Liverpool* the Works in the said Borough by this Act authorized, the Company shall conform to and observe the following Provisions, Regulations, and Restrictions; (that is to say,) As to Works within the Borough of Liverpool.

First. They shall not, without the Consent of the Mayor, Aldermen, and Burgesses of the Borough of *Liverpool* (herein called "the Corporation"), signified in Writing under the Hand of the Town Clerk, construct, in any Street, Road, Passage, or Place, any Works, or perform any Operations which may interfere with the Traffic along such Street, Road, Passage, or Place, except the stopping up of *Stuart Street* and *Spekeland Road*:

Second. Where the Surface of any Street, Road, Passage, or Place has been interfered with or disturbed by the Company in constructing the Works or performing the Operations by this Act authorized, and with the Consent as aforesaid, the Company shall well and sufficiently, and to the Satisfaction of the Corporation, restore the Surface so interfered with or disturbed, and shall maintain in efficient Repair the said Surface for Twelve Months to the like Satisfaction:

Third. Whenever it may be necessary to interrupt or interfere with any existing Sewer or Drain they shall, before interrupting or interfering with such existing Sewer or Drain, construct, according to a Plan to be approved of by the Corporation, another Sewer or Drain in lieu of and of equal Capacity with the Sewer or Drain so proposed to be interrupted or interfered with, and such Sewer, or substituted Sewer or Drain, shall be connected by and at the Expense of the Company with any existing Sewer or Drain which may be interrupted or interfered with, and in such Manner as shall be approved by the Corporation:

Fourth. If by reason of the Execution of any of the Powers of this Act any increased Length of Sewers or Drains shall become necessary, the same shall be constructed by and at the Expense of the Company upon such Plan and in such Manner as shall be approved by the Corporation:

Fifth. If by reason of the Execution of any of the Powers of this Act the Corporation shall at any Time necessarily incur any Cost in altering any existing Sewer or Drain, the Company shall repay to the Corporation such additional Cost, and the same may be recovered in default of Payment in any Court of competent Jurisdiction:

Sixth. The Provisions of "The Railways Clauses Consolidation Act, 1845," contained in the Sections 18 to 23 inclusive, shall apply to the Water Mains and Pipes of the Corporation; and whenever in those Sections the Words "Company" or "Society"

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are used, the same shall for all the Purposes of this Act be held to extend to and include the Corporation :

Seventh. Wherever the Water Mains or Pipes of the Corporation shall be severed or interfered with by the Works authorized by this Act, and wherever it is necessary for the maintaining the Supply of Water to lay additional Water Mains or Pipes, such additional Water Mains or Pipes shall, previous to the Severance or Interference, be laid by the Corporation at the Expense of the Company :

Eighth. If by reason of the Execution of any of the Powers of this Act any increased Length of Water Mains or Pipes shall become necessary, the same shall be laid down by the Corporation, at the Expense of the Company, upon such Plan and in such Manner as shall be approved of by the Corporation :

Ninth. Whenever, by the Appropriation or Destruction of Property under this Act authorized, any Water Mains or Pipes laid for the Supply of such Property, except Pipes inside such Property, shall be rendered unnecessary, the Company shall pay the Corporation the Cost of laying an equivalent Length of Water Main or Pipe, and the Cost of the Works required for the Discontinuation of such Water Mains or Pipes rendered unnecessary as shall be estimated by the Water Engineer, and the Water Mains and Pipes so rendered unnecessary shall be the Property of the Company :

Tenth. Where any Station in the Borough which shall be constructed or provided for on Lands to be acquired under the Authority of this Act abuts on a public Street or Road forming the Approach thereto, such Station shall be so arranged that a Space of not less than Ten Feet in Width shall be left between the Boundary of the Street or Road and the Station for the whole Length thereof, upon which Space Carts or other Vehicles, either bringing Goods or Passengers to be conveyed by Railway, or waiting to convey Goods or Passengers from the Railway, shall stand, so as to prevent as far as practicable Obstruction to the free Passage along such Street or Road :

Eleventh. Before acquiring and appropriating the Site of *Stuart Street* the Company shall, in addition to the Space of Ten Feet as aforesaid, widen *Oil Street* to the Extent of Twenty Feet throughout its Length, by laying to the said Street and on the South Side thereof, and dedicating to the Public in lieu of the Street so to be acquired and appropriated, a Piece of the Land, Twenty Feet in Width, lying between *Waterloo Road*, *Great Howard Street*, *Stuart Street*, and *Oil Street*, which the Company propose to acquire under the Powers of this Act, and shall

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shall pave, flag, and channel the same to the Satisfaction of the Corporation :

Twelfth. Every Bridge or Viaduct intended to carry Streets or Roads over the Railway shall be constructed to the Satisfaction of the Corporation, and each Bridge shall be of full Width between its Parapets of the Street or Road which it is intended to continue and carry over the Railway, including the Footpaths and Areas thereof, and shall have proper Provisions to the like Satisfaction for carrying the Water and Gas Mains so as to admit of ready Access, and the Parapets of every such Bridge shall be not less than Seven Feet high :

Thirteenth. Every Alteration of the Level of a Street, Road, Passage, or Place rendered necessary, directly or indirectly, by the taking away, discontinuing, or stopping up any Street, Road, Passage, or Place abutting on or connected therewith, or any Alteration of the Level of the remaining Portion of a Street, Road, Passage, or Place, Part of which is taken away or discontinued, shall, including the necessary Alteration of Sewers, Drains, Water Mains, and Pipes, be made to the Satisfaction of the Corporation, by and at the Expense of the Company :

Fourteenth. In every Case where the Level of a Street, Road, Passage, or Place is altered by the Company, the whole Length of such Street, Road, Passage, or Place shall be paved and flagged, and in all respects completed at the Expense of the Company and to the Satisfaction of the Corporation :

Fifteenth. Before interfering with, obstructing, or breaking up any Street or Road in the Borough, the Company shall give to the Corporation Seven Days Notice in Writing, and the Works shall be done under the Direction of the Corporation Surveyor :

Sixteenth. In all Cases where Streets, Roads, Passages, or Places are temporarily diverted, the Company shall provide Accommodation for the Traffic and Accesses to Houses and other Places, with proper Fences and Lights, to the Satisfaction of the Corporation, and shall maintain such Accommodation and Accesses, Fences, and Lights, to the like Satisfaction :

Seventeenth. In any Case where any House or other Building shall be severed by the Company, the Company shall, to the reasonable Satisfaction of the Corporation, build up such House or Building, so as to prevent unsightly Appearances :

Eighteenth. The Materials of all Streets, Roads, and other Places (except *Spekeland Road* and *Stuart Street*), and of the Works connected therewith, which may be discontinued, stopped up, or appropriated by the Company, shall be the Property of and belong to the Corporation.

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Station in Lime Street to be set back.

7. The Company shall, within Three Years from the passing of this Act, set back their Station in *Lime Street, Liverpool*, between *Lord Nelson Street* and *Gloucester Street*, to such an Extent that, from the North-west Corner of its present Boundary in *Lord Nelson Street*, the new Frontage on the East Side of *Lime Street* shall be parallel to the Line of the present Roof of the Station inside.

Not to take Lands in Holy Cross and St. Giles, Shrewsbury, without Consent of Mr. Watkis.

8. The Company shall not at any Time purchase and take, otherwise than by Agreement, any greater Part of the Enclosures numbered 1 and 2 respectively, and the Field Number 3, on the said deposited Plans, with reference to the said Parish of *Holy Cross and Saint Giles, Shrewsbury*, than they have already agreed to purchase, without the Consent in Writing of *John Buckley Watkis*, his Heirs or Assigns, for that Purpose first obtained.

Power to Company to raise additional Money by Creation of Shares or Stock.

9. The Company from Time to Time may raise for the Purposes of this Act (including their Subscription to the *North-western and Charing Cross Railway*), by the Creation and Issue of Shares, such Sums of Money as they shall think necessary, not exceeding One million three hundred and twenty-seven thousand Pounds, exclusive of the Monies which they are or may be authorized to raise by any other Act or Acts of Parliament; and the Company may create and issue such Shares either wholly or partially as Ordinary or wholly or partially as Preferential Shares, as they may think fit.

Shares not to issue until One Fifth Part paid up.

10. 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.

New Shares raised under this Act and any other Act of this Session may be of same Class.

11. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares, then, subject to the Provisions of the other Act and this Act respectively, the Company, if they think fit, may raise, by the Creation and Issue of new Shares of One and the same Class, all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares.

Except as otherwise provided, new Shares created by Company to

12. Except as is by this Act otherwise provided, the Share Capital created by the Company under this Act, and the Shares therein, and the Holders of those Shares respectively, shall be subject and entitled to the same Powers, Provisions, Forfeitures, Liabilities, Rights,

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Rights, Privileges, and Incidents whatsoever in all respects as if that Capital were Part of the now existing ordinary Share Capital of the Company, and those Shares were Shares in that ordinary Capital.

be subject to same Incidents as ordinary Shares.

13. Every Person who becomes entitled to a Share created by the Company under this Act shall in respect of the same be a Shareholder in the Company, and shall be entitled to a Dividend, either preferential or ordinary, as the Case may be, with the other Holders of Shares of the same Class or Description, proportioned to the whole Amount from Time to Time called and paid on such new Shares.

Dividends on new Shares created by Company.

14. The Holders of the Shares created under this Act shall have Rights of voting and Qualifications in respect thereof on the Principle that each Sum of One hundred Pounds paid up in respect of the Shares held by any such Holder shall be deemed equivalent to One original Share of One hundred Pounds in the Capital of the Company as prescribed by their Act of Incorporation; provided that no Person shall be entitled to vote in respect of any less Amount than One hundred Pounds paid up; provided also, that (unless otherwise specified in any Resolution of the Company) no Person shall be entitled to vote in respect of any Share created or issued under this Act to which a preferential Dividend shall be assigned.

Votes and Qualifications in respect of Shares created by Company.

15. The Company may, with the Authority of Three Fourths of the Votes of their Shareholders present (personally or by proxy) at a General Meeting of the Company specially convened for the Purpose, from Time to Time subscribe any Sum which they think fit towards the Undertaking of the *North-western and Charing Cross Railway Company*, not exceeding in the whole Two hundred thousand Pounds; and the Company may, with the like Authority, contribute and apply, in Payment of their said Subscription, any Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertaking, and also any Monies which they are by this Act authorized to raise; and the Company shall, in respect of the Sums so to be subscribed, and the corresponding Shares in the *North-western and Charing Cross Railway Company* to be held by them, have all the Powers, Rights, and Privileges (except in regard to voting at General Meetings, which shall be as herein-after provided), and be subject to all the Obligations and Liabilities of Proprietors of Shares in the *North-western and Charing Cross Railway Company*; provided always, that the Company shall not sell, dispose of, or transfer any of the Shares in the *North-western and Charing Cross Railway Company* for which they may subscribe.

Power to subscribe to North-western and Charing Cross Railway.

16. The Company, whilst Shareholders of the *North-western and Charing Cross Railway Company*, may, by Writing under their
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Votes of Company at General

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Meetings of North-western and Charing Cross Railway Company.

Common Seal, from Time to Time appoint some Person to attend any Meeting of that Company, and such Person shall have all the Privileges and Powers attaching to other Shareholders at such Meetings, and may vote thereat in respect of the Capital held by the Company.

Instruments of Nomination, &c.

17. Every such Appointment, Revocation, and Removal by the Company of any Person to vote on their Behalf shall be evidenced by an Instrument in Writing under the Hand of the Chairman for the Time being of the Directors of the Company, which shall be delivered to the *North-western and Charing Cross Railway Company*, and kept with their Records, and shall be at all reasonable Times open to the Inspection and Transcription of all Parties interested, and every such Instrument shall, as between the Company and the *North-western and Charing Cross Railway Company*, be sufficient Evidence of the Facts therein stated.

Power to guarantee Interest or Dividend on Capital of North-western and Charing Cross Railway Company.

18. The Company may, with the like Authority, from Time to Time guarantee the Payment of Interest or Dividend, at any Rate not exceeding Five Pounds *per Centum per Annum*, upon all or any Part of the Capital of the *North-western and Charing Cross Railway Company*, and may from Time to Time apply a competent Part of their Revenue to the Payment of the Interest or Dividend so guaranteed.

Saving existing Preference Shares of Company.

19. Provided always, that any Guarantee by the Company under this Act of Interest or Dividend on the Capital of the *North-western and Charing Cross Railway Company* shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any Shares or Stock which may have been previously granted by the Company by or in pursuance of or which may have been confirmed by any Act of Parliament passed prior to this Act, or which may otherwise be lawfully subsisting.

Power to borrow on Mortgage.

20. The Directors of the Company may from Time to Time borrow on Mortgage, and if subsequently paid off may again re-borrow, such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any General or Special General Meeting of the Company, any Sum not exceeding in the whole Three hundred and seventy-five thousand six hundred Pounds, in addition to the Sums which they are already authorized to borrow, or which they may be authorized to borrow by any other Act or Acts of Parliament, and for securing the Repayment of the Sums so borrowed, with Interest, may mortgage the Undertaking belonging to them, but no Part thereof shall be borrowed until Shares for the whole of the Sum of One million one hundred and twenty-seven thousand Pounds (Part

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(Part of the Sum of One million three hundred and twenty-seven thousand Pounds by this Act authorized to be raised by Shares,) shall have been issued and taken up, and One Half thereof shall have been paid up, and the Company have proved to the Justice who is to certify, under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for the whole of the said Sum of One million one hundred and twenty-seven thousand Pounds have 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 Shares were issued and taken *bonâ fide*, and are held by Persons or their Assigns, and that such Persons 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.

21. All Mortgages or Bonds granted or to be granted under the Authority of any former Act relating to the Company shall during the Continuance thereof have Priority over any Mortgages granted by virtue of this Act. Former Mortgages to have Priority.

22. All Monies raised under this Act, whether by Shares or borrowing, shall be applied for the Purposes of this Act only. Application of Monies.

23. The Company may apply to the Purposes of this Act any of the Monies which they now have in their Hands, or which they have Power to raise by Shares or Mortgage, by virtue of any Acts relating to the Company, and which may not be required for the Purposes to which they are by any such Acts made specially applicable. Power to apply Corporate Funds to Purposes of this Act.

24. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act. Powers for compulsory Purchases limited.

25. The new Roads and Diversions of Roads, and other Works by this Act authorized, shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for 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.

26. In constructing the new Roads, Diversions of Roads, and other Works by this Act authorized, the Company may deviate to the Extent of the Limits of Deviation marked on the deposited Plans, and Power to deviate to Extent marked on Plans, &c.

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and may deviate from the Levels shown on the deposited Sections to any Extent not exceeding Five Feet.

Provision
for Repair of
new Roads.

27. The new Roads and Streets to be made by the Company under this Act, when made and completed, and the Roads which the Company are by this Act empowered to alter and divert, when so altered and diverted, shall respectively from Time to Time be repaired and maintained by and at the Expense of the same Parties in the same Manner and to the same Extent as other Roads or Streets within the Townships or Parishes respectively in which such new or altered or diverted Roads or Streets will be situate are from Time to Time liable to be repaired or maintained: Provided always, that if any Question shall arise between the Company and any of such Parties as to the due Completion of such new Roads or Streets, or of such Alterations or Diversions, such Questions shall from Time to Time be determined by Two Justices, on the Application of either of the Parties in difference, and after not less than Seven Days Notice to both Parties of the Sitting of such Justices for the Purpose; and the Certificate of such Justices of the due Completion of such new Roads or Streets, or, as the Case may be, of such Alterations or Deviations respectively, shall be conclusive Evidence of the Fact so certified.

Site and Soil
of Portions
of Streets,
&c. stopped
up vested in
Company.

28. The Site and Soil of the Portions of Roads, Streets, Footpaths, and Places by this Act authorized to be stopped up, discontinued, and appropriated by the Company, and the Fee Simple and Inheritance thereof, shall (except where by this Act otherwise provided), if the Company are the Owners of the Lands on both Sides thereof, be from the Time of the stopping up thereof respectively wholly and absolutely vested in the Company; and if the Company are the Owners of the Land on one Side only thereof the Site and Soil of the said Portions of Roads, Streets, Footpaths, and Places respectively between the Company's Land and the Centre of such Road, Street, Footpath, or Place, and the Fee Simple and Inheritance thereof, shall be from the Time of the stopping up thereof respectively absolutely vested in the Company.

Notice to be
given of
taking
Houses of
Labouring
Classes.

29. 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.

30. The

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30. The Time limited by "The *London and North-western Railway (Lines near Liverpool) Act, 1861,*" for the Completion of the Bridge over the River *Mersey* at *Runcorn* thereby authorized, and the Railway and Works in connexion therewith, is hereby extended until the Eleventh Day of *July* One thousand eight hundred and sixty-eight, and Section 58 of that Act, so far as it relates to the said Bridge, and the Railway and Works in connexion therewith, is hereby repealed.

Extending
Time for
Completion
of Bridge
over Mersey,
&c.

31. If the Company fail within the Period by this Act limited to complete and open for public Traffic the Bridge and the Railway and Works in connexion therewith, the Time for completing which is by this Act extended, then (subject to the Provision herein-after contained) the Company shall be liable to forfeit and pay the Sum of Fifty Pounds for every Day after the Expiration of that Period during which the said Bridge, Railway, and Works 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 said Bridge, Railway, and Works by unforeseen Accident, or Circumstances beyond their Control, (of which Prevention, and of 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 always, that the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Penalty for
Non-com-
pletion.

32. The Company may, notwithstanding anything to the contrary in "The Lands Clauses Consolidation Act, 1845," or any Act relating to the Company with which that Act is incorporated, retain and hold any Lands acquired by them or on their Behalf in the Parishes of *Willesden, Harrow, Watford, Blisworth, Stoke-upon-Trent, Saint Peter's, Northampton, Brixworth, Great Bowden, Wallsall, Saint Michael, Lichfield, Alrewas, Prees, Saint Mary, Shrewsbury, Childwall, Prescot, Warrington, Latchford, Derby, Stourbridge, Leominster, Conover, and Church Stretton,* which have not yet been applied to the Purposes of the Company, or sold or disposed of by them, for the Periods following; that is to say, as regards such of the said Lands as are situate near or adjoining to any Railway or Station of the Company, or which the Company may be of opinion that they may require for the Purposes of Stations, Sidings, or other Conveniences, for the Period of Ten Years from the passing of this Act, and as regards the other of the said Lands, for the Period of Two Years from the passing of this Act; but the Company shall at the Expiration of such respective Periods of Ten Years and Two Years sell and dispose of all Parts of such Lands respectively which shall

As to Sale
of certain
superfluous
Lands.

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not then have been applied to and are not then required for the Purposes of their Undertaking.

Deviation of Line of Shrewsbury and Holyhead Turnpike Road confirmed.

33. The Alteration or Deviation made by the Company in the *Shrewsbury and Holyhead* Turnpike Road in and near to their Passenger Station at *Holyhead* in the Parish of *Holyhead* in the County of *Anglesey*, for the Purpose of carrying the said Turnpike Road over the Railway instead of on the Level thereof, is hereby ratified and confirmed.

Legalising level Crossing of Road in Parish of Abergele.

34. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. of "The Railways Clauses Act, 1863," contained in reference to the crossing of Roads on the Level, the Construction and Maintenance of the *Vale of Clwyd* Railway on the Level across the Road in the Township of *Towyn* in the Parish of *Abergele* in the County of *Denbigh*, leading from the public Road from *Abergele* to *Foryd* to the *Rhyl Bridge* over the *Clwyd Foryd River*, is hereby ratified and confirmed.

Running Powers over certain Railways.

35. The Company may pass over and use, with their Engines and Carriages of every Description, and with their Clerks, Officers, and Servants, the Railways following, or any of them, together with the Stations, Watering Places, Water, Booking Offices, Warehouses, Wharves, Sidings, Works, and Conveniences connected therewith respectively; (that is to say,)

All such of the Railways in the Town of *Burton-upon-Trent* belonging or reputed to belong to the *Midland* Railway Company as are coloured Red on a Plan thereof signed by *William Cawkwell* on the Part of the Company, and by *James Allport* on the Part of the *Midland* Railway Company, (not including, however, the Main Line of Railway, and the Passenger and Goods Stations on such Main Line,) upon Payment of Interest at the Rate of Five Pounds *per Centum per Annum* on One Half of the *Midland* Company's Outlay upon such Railways and Conveniences so to be used, and in case of Difference as to the Amount of such Outlay the same to be settled by an Arbitrator to be appointed by the Board of Trade at the Request of either Company:

The Company to pay also a Proportion according to User of the Maintenance, Signalling, Rates, Taxes, and other Expenses relating to the said Railways and Conveniences, such Proportion to be settled, in case of Difference, by Arbitration as aforesaid.

Byelaws to be observed.

36. The Company, in using or traversing the said Railways and Portions of Railways respectively, and in using the Stations, Works, Buildings, and Conveniences thereof, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the Company.

37. The

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37. The Company, with the Sanction of Three Fourths at least of the Votes of their Shareholders present personally or by proxy at some Meeting of the Company specially convened for the Purpose, and the *Stockport, Disley, and Whaley Bridge* Railway Company, (with the like Sanction of their Shareholders,) may from Time to Time agree for the Transfer to the Company of the Undertaking of the *Stockport, Disley, and Whaley Bridge* Railway Company, including the *Buxton Extension*; for such Consideration and upon such Terms and Conditions as shall be or shall have been agreed on between the said Companies; and from and after the Completion of any such Agreement, and the Execution of a Deed of Conveyance to the Company, duly stamped, wherein the Consideration for such Transfer shall be truly stated, the Undertaking of the *Stockport, Disley, and Whaley Bridge* Railway Company, including the *Buxton Extension*, and the several Railways, and Branches, Stations, Sidings, Approaches, Buildings, Fixed Plant, and all other Works, whether complete or incomplete, and all the Lands and all other the Property, Estate, Monies, and Assets of the *Stockport, Disley, and Whaley Bridge* Railway Company, shall thenceforth vest in the Company as Part of their Undertaking; and the Company may and shall thenceforth exercise and fulfil all the Rights, Powers, Liabilities, and Obligations of the *Stockport, Disley, and Whaley Bridge* Railway Company in relation thereto, whether with reference to the Acquisition of Lands, the Construction of Works, the levying of Tolls, Rates, and Charges, or otherwise; and thereupon the *Stockport, Disley, and Whaley Bridge* Railway Company shall be dissolved, except for the Purpose of winding up its Affairs.

Authorizing Agreements for Transfer of Undertaking of Stockport, Disley, and Whaley Bridge Railway Company.

38. In the event of a Transfer to the Company of the Undertaking of the *Stockport, Disley, and Whaley Bridge* Railway Company, the Company may either create and issue new Shares to the requisite Amount, in addition to any other Shares which they are by this Act authorized to create and issue, and may create and issue such new Shares, either wholly or partially ordinary or wholly or partially preferential, as they think fit, or they may convert the Shares of the *Stockport, Disley, and Whaley Bridge* Railway Company into Shares or Stock of the Company bearing a preferential Dividend not exceeding Five Pounds *per Centum per Annum*: Provided always, that the aggregate Amount of Shares or Stock to be created and issued for either of the Purposes aforesaid shall not exceed the aggregate Amount of the authorized Capital in Shares of the *Stockport, Disley, and Whaley Bridge* Railway Company at the Time of the Transfer.

Power for Company to create new Shares, &c. for Purchase of Undertaking of Stockport, Disley, and Whaley Bridge Railway Company.

39. The Company (with the Sanction of Three Fifths at least of the Votes of their Shareholders present personally or by proxy at some Meeting of the Company specially convened for the Purpose) and the Owners for the Time being of and other Persons interested

Authorizing Agreement for Purchase of Nerquis Railway.

in

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in the Railway in the Parish of *Mold* and the Townships of *Leeswood*, *Tryddyn*, *Nerquis*, and *Broncoed*, or some or One of them, in the County of *Flint*, known as the *Nerquis* Railway, may from Time to Time agree for the Purchase and Acquisition by the Company of such Railway, for such Consideration and upon such Terms and Conditions as shall be or shall have been agreed on between the Company and such Owners or Persons as aforesaid; and from and after the Completion of any such Agreement, and the Execution of a Deed of Conveyance to the Company duly stamped, in which the Consideration for such Purchase shall be truly stated, the said Railway, and the Lands, Works, and Conveniences belonging thereto or connected therewith, shall vest in the Company as Part of their Undertaking, and the Company may and shall thenceforth exercise and fulfil all the Rights, Powers, Privileges, Liabilities, and Obligations of such Owners or other Persons aforesaid in relation thereto, whether with reference to the Acquisition of Lands, the Construction of Works, the levying of Tolls, Rates, and Charges, or otherwise.

Company to allow Furness Railway Company to use Portion of their Railway, Stations, &c.

40. The Company shall at all Times permit the *Furness* Railway Company to run over and use, with their Engines, Carriages, and Servants, for the Purpose of Traffic of all Kinds (except as herein-after provided), so much of the *London and North-western* Railway as will be situate between the Junction therewith of the Railway authorized by "The *Furness and Lancaster and Carlisle Union* Railway Act, 1865," or any Railway to be constructed in lieu thereof, and the *North-eastern* Railway at or near *Tebay*, and all Stations lying between those Points, and also to use the *Tebay* Station, and the Booking Offices, Sidings, Watering Places, Works, and Conveniences belonging to or connected with the said *London and North-western* Railway between the said Points.

Tolls and Charges during User.

41. The Portion of the *London and North-western* Railway which the *Furness* Railway Company shall from Time to Time run over and use, in pursuance of the last preceding Enactment, shall, for all Purposes of Tolls and Charges taken or demanded by that Company, so long as they run over and use any such Portion of Railway, be deemed to be a Part of the Undertaking of the *Furness* Railway Company.

Terms of such Use.

42. The Terms, Conditions, and Regulations to which the *Furness* Railway Company shall be subject, in respect of the Use of the before-mentioned Portion of Railway and Stations respectively, except the *Tebay* Joint Station and the Works and Conveniences thereof, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the Company, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Party.

Terms for Use of Tebay

43. The Terms, Conditions, and Regulations to which the *Furness* Railway Company shall be subject in respect of the Use of the *Tebay* Joint

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Joint Station, and the Works and Conveniences forming the same, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the *Tebay Joint Station Committee*, nominated under the Agreement of the 9th Day of *July* 1860, made between the Company and the *Lancaster and Carlisle Railway Company* of the one Part, and the *South Durham and Lancashire Union Railway Company* of the other Part, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, on the Application of either Party, and such Tolls or other Consideration shall from Time to Time be paid by the *Furness Railway Company* to the said Joint Station Committee, and applied by that Committee towards defraying the Joint Station Expenses, or in such other Manner as that Committee may determine.

Joint Station.

44. The Decisions of any Arbitrator appointed under either of the Two last preceding Enactments shall be binding and conclusive on all Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and any of the said Parties who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such of the said Parties as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

As to Decisions of Arbitrator.

45. The *Furness Railway Company*, in using or traversing the said Portion of Railway and Stations respectively, and in using the Stations, Works, Buildings, and Conveniences thereof, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the *Furness Railway Company*.

Byelaws to be observed.

46. In exercising the Power by this Act granted to them of using a Portion of the Railway of the Company and the Stations thereon, it shall not be lawful for the *Furness Railway Company* to take up at any Station of the Company upon the said Portion of Railway any Passengers, Parcels, Animals, Goods, or Minerals, and to deliver the same at another Station of the Company, and in case the *Furness Railway Company* shall violate this Enactment they shall for every such Violation pay to the Company Fifty Pounds by way of Penalty.

For protecting local Traffic on Portion of Railway used by *Furness Railway Company*.

47. Except as by this Act expressly enacted, nothing in this Act contained shall take away, alter, prejudice, or affect the Rights, Powers, or Privileges of the *North-eastern Railway Company* under the said Agreement of the 9th Day of *July* 1860, or of the Joint Committee nominated under the same, or of the *North-eastern Railway Company* or the said Committee, in, to, or over the *Tebay Joint Station*, and the Offices, Railways, Works, and Conveniences thereof.

Saving Rights of *North-eastern Railway Company* and *Tebay Joint Station Committee*.

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Confirming Agreement with Wolverhampton and Walsall Railway Company.

Saving Rights of the Crown.

48. The Agreement between the Company and the *Wolverhampton and Walsall* Railway Company, a Copy of which is contained in the Schedule to this Act, is hereby confirmed and made binding on the Parties thereto.

49. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Land or Hereditaments, or any Rights, of whatsoever Description, belonging to the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose, (which Consent such Commissioners are hereby respectively authorized to give,) neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Interest not to be paid on Calls paid up.

50. 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 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.

51. The Company shall not, out of any Money by this Act authorized to be raised, 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 Provisions of present and future General Acts.

52. Nothing herein contained shall be deemed or construed to exempt the Railways of the Company 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 any Act relating to the Company.

Expenses of Act.

53. 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 Company.

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The SCHEDULE referred to in the foregoing Act.

AGREEMENT made this 26th Day of February 1866 between the Wolverhampton and Walsall Railway Company (herein-after called the Wolverhampton and Walsall Company) of the one Part, and the London and North-western Railway Company (herein-after called the North-western Company) of the other Part.

Whereas the Wolverhampton and Walsall Company was incorporated by the Wolverhampton and Walsall Railway Act, 1865, and was thereby authorized to construct a Railway, commencing by a Junction with the Great Western Railway at a Point in the Parish of Wolverhampton therein mentioned, and terminating at a Point therein mentioned in the Parish of Walsall: And whereas the Wolverhampton and Walsall Company's Bill for their said Act was opposed by the North-western Company, but such Opposition was withdrawn upon the Terms comprised in certain Heads of Agreement, dated the 18th Day of May 1865, and signed by the Chairmen of the Two Companies, by which it was, amongst other things, stipulated that the Wolverhampton and Walsall Company should apply in the then next Session for Powers to authorize that Agreement, and to form a Junction with the North-western System at Wolverhampton and Walsall, as might be mutually agreed upon: And whereas the Wolverhampton and Walsall Company are promoting Two Bills in the present Session, one (herein-after called the Deviations Bill) for enabling them to make Deviations from their authorized Railway, and construct certain short Branches, and for other Purposes, in reference to the said Heads of Agreement, and the other (herein-after called the Extensions Bill) for enabling the Promoters to construct a Railway from Wolverhampton to Bloxwich, and thence to the South Staffordshire Railway in the Township of Pelsall: And whereas the Railways and Deviations intended to be authorized by the Deviations Bill consist (first) of a Line or Spur between the Points therein specified intended to connect the Deviation Line thirdly herein-after mentioned with the said intended Junction in Wolverhampton with the Great Western Railway; (secondly) of a new Line in Walsall Parish between the Points therein specified, intended to be in addition to the Wolverhampton and Walsall Company's authorized Line and Terminus there, and to connect their said Railway with the South Staffordshire Railway there (Part of the North-western Company's System); and (thirdly) of a Deviation Line in Wolverhampton Parish between the Points therein specified, intended to be in substitution for a Portion to be thereby authorized to be abandoned of the Wolverhampton and Walsall Company's authorized Line, and to connect their said Railway with the North-western Company's Railway in Wolverhampton: And whereas such Portion (herein-after called the North-western Spur) of the Deviation Line (thirdly above mentioned) as lies between the Junction of the said Deviation Line with the North-western Company's Railway and the Junction with such Deviation Line of the Line or Spur to the Great Western Railway first above mentioned, is delineated on the Plan No. 1 annexed hereto, and is there coloured Red: And whereas the North-western Company alleged that the Extensions Bill was in contravention of the said Heads of Agreement, and refused to assent thereto or to agree to the Railways and Deviations intended to be authorized by the Deviations Bill as aforesaid; and the North-western Company are promoting a

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Bill in the present Session for enabling them (amongst other things) to construct a Railway from their Stour Valley Branch at Wolverhampton to their Railway at Willenhall, and thence from James' Bridge on the last-mentioned Railway to Walsall Pleck on the South Staffordshire Railway, so as to form a direct Communication between Wolverhampton and Walsall, in opposition to the Wolverhampton and Walsall Company's said Railway: And whereas for terminating Disputes between the said Two Companies an Arrangement has been agreed upon, which it is intended shall be effectuated in manner herein appearing: Now these Presents witness, that each of the said Two Companies Parties hereto, so far as relates to the Acts and Engagements of such Company, hereby agrees with the other of them, as follows:

1. The said Heads of Agreement of the 18th Day of May 1865 shall, as from the Date hereof, be inoperative for all Purposes.

2. The Wolverhampton and Walsall Company shall, if and when so requested by the North-western Company, withdraw the Extensions Bill, the North-western Company paying all Costs and Expenses of or incidental to the Bill up to and including such Withdrawal.

3. The North-western Company shall withdraw so much of the Bill promoted by them in the present Session as aforesaid as relates to the Wolverhampton to Willenhall and James' Bridge to Walsall Pleck Branches aforesaid.

4. The Wolverhampton and Walsall Company shall abandon such Portion of the Railways and Deviations as consists of the Railway in Walsall Parish secondly above mentioned, and shall also abandon so much of their present authorized Line as lies between the Junction therewith of the substituted Line next herein-after mentioned and the present authorized Walsall Terminus, and shall also abandon all Station Rights at such Terminus, and in lieu of the Lines abandoned under this Clause shall, upon obtaining Parliamentary Powers for that Purpose, at their own Costs construct a Line, commencing by a Junction with their present authorized Line at such Point, and terminating by a Junction with the North-western Railway at such Point as is shown on the Plan No. 2 hereunto annexed, such new Line being coloured Blue. The Parliamentary Powers required for the Construction of the last-mentioned Line, and (if requested by the North-western Company) Powers to abandon the said authorized Line into Walsall and the Station there, to be applied for by the Wolverhampton and Walsall Company in 1867, and such Application to be supported by the North-western Company.

5. The Wolverhampton and Walsall Company shall forthwith, at their own Cost, and to the reasonable Satisfaction of the Engineer of the North-western Company, construct and complete as a Double Line of Railway on the Narrow Gauge, with proper Junctions, Stations, Sidings, Signals, Electric Telegraph, and all other Matters necessarily or usually incident to the Construction and Completion of similar Lines of Railway, the Railway authorized by the said Company's said Act, as varied by the Deviations Bill (if passed) and by these Presents; provided that the Wolverhampton and Walsall Company shall not be required to construct a Station at either of their Junctions with the North-western Company's Lines; provided also, that if the Wolverhampton and Walsall Company are dissatisfied with the Decision of the Engineer of the North-western Company with respect to the Construction and Completion of the said Railway, they may require a Reference to the Standing Arbitrator, herein-after named, whose Decision shall be final.

6. The North-western Company shall, at their own Cost, if and when requested by the Wolverhampton and Walsall Company, and to the reasonable Satisfaction of the Engineer of the last-mentioned Company (as a Single Line of

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of Railway on the Narrow Gauge) construct and complete, with proper Junctions, Sidings, Signals, and all other Matters necessarily or usually incident to the Construction and Completion of the Line of Railway so required, such Branch or Branches from the last-mentioned Company's authorized Line (varied as aforesaid), to commence and terminate at such Points and be constructed in such Form and Manner as may be agreed upon between the Engineers of the Two Companies, for the Traffic Accommodation of the District lying between Willenhall and Bloxwich; provided that the Length (or aggregate Lengths) of the Branch or Branches to be constructed under this Clause shall not exceed Two Miles; provided also, that if the North-western Company are dissatisfied with the Decision of the Engineer of the Wolverhampton and Walsall Company with respect to the Construction or Completion of the said Branch or Branches, they may require a Reference to the Standing Arbitrator herein-after named, whose Decision shall be final.

7. The Land, or Rights of User of Land, requisite for the Construction as well of any Branch or Branches and other Particulars required to be constructed under the last foregoing Clause, as of the Railway and other Particulars to be constructed as mentioned in Clause 5, shall be provided by the Wolverhampton and Walsall Company at their own Cost, and the Compensation (if any) to be paid in respect of the abandoned Portions of the Company's authorized Line to be paid by the same Company, who may let, sell, or otherwise dispose of all surplus Lands for their own Benefit.

8. In the event of the Deviations Bill being passed, either in the present or next ensuing Session, the following Arrangement shall take effect in regard to the North-western Spur; that is to say, (first) the Outlay of all Kinds of or incidental to the Construction of such Spur, pursuant to Clause 5, and also a proportionate Part (to be ascertained by the Proportion of the Mileage of such Spur to the Mileage of the remaining Portion of the Railway constructed under the last-mentioned Clause) of all Costs and Expenses of or incidental to the carrying the Deviations Bill through Parliament, and obtaining, if required, the Confirmation by Parliament of this Agreement, and the entire Costs and Expenses of or incidental to the procuring, doing, and executing any future Act of Parliament, or other Act or Assurance required for effectuating this Clause, shall be defrayed exclusively by the North-western Company, who shall use their best Endeavours to procure any further Act of Parliament required as last aforesaid; (secondly) the Amount to be paid by the North-western Company under the preceding Stipulation of this Clause shall be payable out of their Subscription to the Undertaking of the Wolverhampton and Walsall Company under the subsequent Clause of these Presents and the Deviations Bill; (thirdly) in consideration of such Payment, the North-western Spur, if constructed, shall for the Purposes of Ownership, as well after as during the Continuance of this Agreement, be solely vested in the North-western Company, exclusively of the other Shareholders of the Wolverhampton and Walsall Company; but for all Purposes of working and Division of Traffic such North-western Spur shall be deemed Part of the general Undertaking of the Wolverhampton and Walsall Company, and the North-western Company shall accordingly be chargeable with and account for all the Receipts for Traffic passing over the same, as if the same was Part of the general Undertaking of the Wolverhampton and Walsall Company.

9. The Railways, Branch or Branches, and other Works to be constructed under the foregoing Clauses, and completed as aforesaid, shall, as from the Certificate of the Board of Trade of the Completion thereof respectively fit for public Traffic being obtained, and thenceforth during the Continuance of this

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Agreement, be occupied, worked, and managed, and the Traffic thereon, and the Tolls, Rates, and Charges in respect thereof, be fixed, regulated, and received, subject to the following Clauses, exclusively by the North-western Company, who shall at all Times during the Continuance of this Agreement, at their own Costs, maintain the same, and all Works and Constructions required by the Wolverhampton and Walsall Company's said Act in reference to the Railway thereby authorized, in good Condition and Repair, and (as regards the Works and Constructions required as last aforesaid) observe and discharge all Liabilities and Damages under the said Act, or otherwise in reference to the working and maintaining the said Railway and Works, and shall at the like Cost forthwith upon the Completion of the said Railways, Branch or Branches, and other Works respectively, stock and provide the same, and at all Times during the Continuance of this Agreement keep the same stocked and provided, with all Persons and Things necessary or usually provided for the Occupation, Working, and Management of Railways, and for the effective carrying of the Traffic thereof, and shall at all Times during the Continuance of this Agreement properly and efficiently develop and accommodate both the Local and Through Traffic, whether in Passengers, Animals, Goods, Parcels, Minerals, or otherwise, on the said Railways, Branch and Branches, and carry over the Wolverhampton and Walsall Company's said authorized Railway (varied as aforesaid), (first) all such Traffic as aforesaid, arising between Walsall and Wolverhampton, and all the Places between; (secondly) all such Through Traffic as aforesaid destined for Walsall, and passing through Wolverhampton, and all such Through Traffic as aforesaid destined for Wolverhampton, and passing through Walsall; and (thirdly) all such Through Traffic as aforesaid arising at Walsall or Wolverhampton, or intermediate Places, for which the same Railway will form the shortest Route, so far as public Convenience will permit, and shall at all Times during the Continuance of this Agreement regulate the Mileage, Terminal and other Tolls, Rates, and Charges in respect of the said Railways, Branch and Branches, and other Works to be constructed as aforesaid, so as to produce the utmost practicable Amount of Revenue, and shall at all Times during the Continuance of this Agreement (whether the 50 per Cent. of gross Receipts to be retained by them under the subsequent Clauses shall or shall not be sufficient for that Purpose), at their own Cost, discharge, pay, and perform and keep the Wolverhampton and Walsall Company indemnified against all such Outgoings chargeable to the working and maintaining the Railways, Branch or Branches, and Works to be constructed as aforesaid, or the Traffic thereof, and also all Expenses of or incident to the working of the same Railways and Branch or Branches, and the Traffic thereof: Provided (first) that the North-western Company shall not by virtue of the foregoing Stipulations in regard to Traffic be bound to send small exceptional Quantities; (secondly) that the foregoing Stipulations as to Through Traffic shall apply to any Traffic interchanged at Wolverhampton between the North-western Company and the Great Western Railway Company, which passes by the Line of either of the last-mentioned Companies through Wolverhampton, or which passes through Walsall, so far as such Traffic can be controlled by the North-western Company; (thirdly) that nothing in this Clause contained shall prejudice the Stipulations hereinbefore contained in reference to the North-western Spur; (fourthly) that the North-western Company shall not be obliged to commence working or maintaining any Portion of the Railways or Branches aforesaid until the Line is completed as a Through Line between the North-western System at Wolverhampton and Walsall.

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10. The North-western Company shall retain for their own Benefit the whole of the Mileage and Terminal and other Tolls, Rates, and Charges, and other Receipts arising upon and from any Branch or Branches or other Works constructed under the Sixth Clause, and shall discharge all Charges, Outgoings, and Expenses in respect thereof.

11. Fifty per Cent. of the gross Receipts arising in respect of the Railways or other Works constructed pursuant to this Agreement otherwise than under the Sixth Clause shall be retained by the North-western Company for their own Benefit, and the remaining 50 per Cent. thereof shall be paid to the Wolverhampton and Walsall Company for their own Benefit by equal half-yearly Payments, the first of which shall be made at the Expiration of Six Calendar Months from the opening of the said Railway as aforesaid, it being hereby agreed that (with the Exception of Cartage and Boatage Charges) the gross Receipts subject to the Operation of this Clause shall comprise as well the Tolls and Rates of Charge for all Descriptions of Traffic as all Mileage Rates for Through Traffic and Terminal Charges usually allowed by the Rules of the Railway Clearing House upon all Local or Through Traffic loaded or delivered upon the Wolverhampton and Walsall Company's Line or the Stations thereof.

12. The North-western Company shall keep Books of Account, in the Form and Manner usual with Railway Companies, of the Traffic and gross Receipts (comprising, as in the last foregoing Clause mentioned,) in respect of the Railways or other Works constructed pursuant to this Agreement otherwise than under the Sixth Clause; and such Books, with the Vouchers, shall be at all reasonable Times open for, and all reasonable Facilities given for, the Inspection, Verification, and taking Copies and Extracts thereof by the Wolverhampton and Walsall Company.

13. The North-western Company shall, at the Expiration of the First and each successive Quarter from the opening of the Line as aforesaid, deliver to the Wolverhampton and Walsall Company, free of Cost, a Statement for the then preceding Quarter of the Traffic and gross Receipts in respect of which such Books of Account are to be kept as in the last foregoing Clause mentioned, and shall also deliver to the same Company, free of Cost, half-yearly Accounts, with Vouchers, of such Traffic and Receipts for the then preceding Half Year, commencing with the Expiration of the First Half Year from such opening as aforesaid.

14. The Wolverhampton and Walsall Company shall not at any Time during the Continuance of this Agreement be Carriers over their Line, except so far as compelled by Law, nor, without the Consent under their Seal of the North-western Company, give Running or other Powers over their said Line to any Company or Person, and shall in the next and all future Sessions of Parliament, at the Request and Cost of the North-western Company, oppose all other Companies seeking to obtain such Powers.

15. The Agreement with the Great Western Company as to the Wolverhampton and Walsall Company's Line, as settled between the Managers of the Great Western Company and the North-western Company, shall not be prejudiced by this Agreement.

16. The North-western Company's Subscription to the Capital of the Wolverhampton and Walsall Company shall be fixed at an Amount not exceeding 50,000*l.*, which shall include the North-western Company's Outlay, Costs, and Expenses under the Eighth Clause in respect of the Deviations Bill, but shall not include the Costs and Expenses payable by the same Company under the Second Clause. The Proportion to be advanced of the said Sum
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of 50,000*l.* to be such as the Wolverhampton and Walsall Company shall require.

17. All Accounts and Writings for the Purposes of this Agreement not hereby required to be under Seal shall be sufficiently delivered if signed by the Secretary of the Company delivering the same, and transmitted to the principal Offices of the Company to whom the same is intended to be delivered.

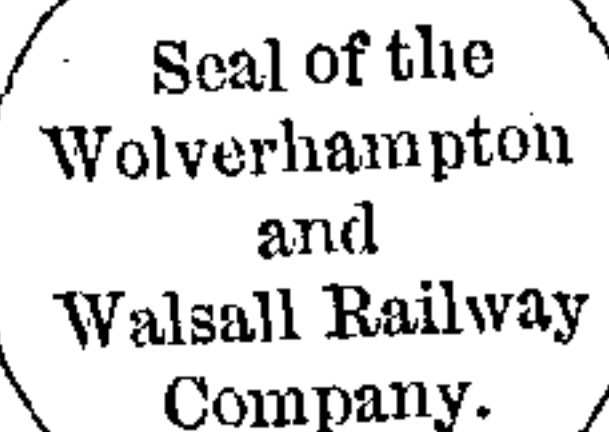
18. All Questions and Differences under this Agreement between the Companies Parties hereto, including the adjusting and adjudicating all Traffic, Tolls, Rates, and Charges, shall be determined by a Standing Arbitrator, who shall be named by the Two Companies in the Month of January in each Year, or, failing such Nomination, by the Board of Trade, on the Application of either Company, in the Month of February; and all such Clauses of the Act or Acts of Parliament for the Time being in force in regard to Railways as shall relate to the Settlement of Disputes by Arbitration shall, so far as applicable, and except as herein otherwise provided, be deemed incorporated with this Agreement.

19. This Agreement shall continue for the Term of Nine hundred and ninety-nine Years from the Date hereof.

20. Both Parties hereto shall concur in obtaining, if required, the Confirmation by Parliament of this Agreement.

In witness whereof the said Companies have caused their respective Common Seals to be affixed, the Day and Year first above written.

EDWIN DIXON,
Deputy Chairman.



Seal of the
Wolverhampton
and
Walsall Railway
Company.

Witness,
Henry H. Fowler, Secretary.



Seal of the
London and
North-western
Railway
Company.

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