



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. clxxvi.

An Act to enable the *Wellington and Drayton* Railway Company to divert a Portion of their authorized Railway, and to transfer their Undertaking to the *Great Western Railway* Company.
[14th July 1864.]

WHEREAS the *Wellington and Drayton* Railway Company (who are meant where the Expression "the Company" is herein-after used) were incorporated in the Year One thousand eight hundred and sixty-two by *An Act to authorize the Construction of a Railway in Shropshire, to be called the Wellington and Drayton Railway*, commencing by a Junction with the *Shrewsbury and Birmingham* Railway (which forms Part of the Undertaking of the *Great Western Railway* Company), and terminating at *Market Drayton*; and it is expedient that the Company should have Power in the Construction of their Railway to deviate as herein-after mentioned from the Line now authorized: And whereas Plans and Sections of the substituted Line hereby authorized showing the Line and Levels thereof, and the Lands in or through which the same will be made or which may be taken for the Purposes of this Act, together with a

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25 & 26 Vict.
c. ccxxvi.

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Book of Reference to the Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the said Lands, have been deposited with the Clerk of the Peace for *Shropshire*: And whereas the *Wellington and Drayton* Railway is too short to be profitably worked as a separate Undertaking, and it will conduce to the public Convenience that the *Wellington and Drayton* Railway Company should be enabled to grant a Lease of their Undertaking, when completed, to the *Great Western* Railway Company; but inasmuch as these Objects cannot be obtained without the Authority of Parliament, may it 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:

8 & 9 Vict.
cc. 18 & 20.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 92. incor-
porated.

Authorizing
substituted
Line of
Railway.

1. "The Railways Clauses Consolidation Act, 1845," Part 1 of "The Railways Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Act Amendment Act, 1860," shall be incorporated with and form Part of this Act.

2. It shall be lawful for the Company to construct on the Lands shown on the Plans and described in the Book of Reference deposited with relation to this Act, and according to the Levels so deposited, a substituted Line of Railway, to commence in the Parish of *Wellington* at the Occupation Road Bridge over the *Shropshire Union* Railway to the Westward of the Goods Shed attached to the *Wellington* Station, to pass through *Wellington*, *Wrockwardine*, *Admaston*, *Bratton*, and *Longdon-on-Tern*, all in *Shropshire*, and to terminate by a Junction with the authorized Line of the *Wellington and Drayton* Railway in a Field numbered 9 in the Parish of *Longdon-on-Tern* on the Plans deposited with the Clerk of the Peace for *Shropshire* with relation to "The *Wellington and Drayton* Railway Act, 1862;" and the said substituted Railway shall be instead of the Portion of Railway between the Points aforesaid heretofore authorized; and the Company may enter upon, take, and use such of the Lands as may be necessary for that Purpose, and the Company may demand and receive for and in respect of the said substituted Line of Railway the same Tolls and Charges as they are authorized to receive in respect of the rest of their Undertaking, and the said substituted Railway shall in all respects be deemed Part of the *Wellington and Drayton* Railway as though authorized to be made by virtue of the first-recited Act: Provided always, that it shall not be lawful for the Company in constructing the Railway between the Points marked on the Plan "One Mile Four Furlongs" and "Two Miles" to divert the centre Line of Railway nearer to the Turnpike Road numbered 37 in the Parish of

Wrockwardine

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Wrockwardine than Ten Yards from the centre Line thereof shown on the said deposited Plans.

3. The Company shall abandon the Formation of so much of their authorized Railway as was intended to be constructed between the Points aforesaid, and all the Powers, Authorities, and Privileges by the said recited Act granted to the Company for the Construction, Maintenance, or Use of the Portion of Railway by this Act required to be abandoned shall from and after the passing of this Act cease and determine, and the Thirty-third Section of the recited Act shall be read as though the substituted Line of Railway hereby authorized to be constructed formed Part of the original Undertaking of the Company, instead of the Line of Railway hereby required to be abandoned.

Company to abandon certain Portion of authorized Railway.

4. In any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing or using any Lands which the Company were empowered to purchase for the Purpose of constructing the Portion of Railway so required to be abandoned as aforesaid, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed pursuant to such Contract or such Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided that the Authority hereby given for abandoning the said Portion of Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Compensation to be made where Contracts have been entered into or Notice given.

5. It shall be lawful for the Company to apply to the Construction of the said substituted Line the Funds which they are authorized to raise by the said recited Act.

Company may apply Funds for substituted Line.

6. The Indenture made the Eighth Day of *June* One thousand eight hundred and sixty-four between the *Great Western* Railway Company of the First Part, and the *Wellington and Drayton* Railway Company of the Second Part (a Copy of which Indenture is contained

Agreement between Wellington and Drayton and Great Western

in

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Companies
of 8th June
1864 con-
firmed.

in the Schedule to this Act), is hereby confirmed, and all the Covenants and Provisions therein contained are hereby made as binding on the Parties thereto as though they had been embodied in and had formed Part of this Act.

Railway, &c.
not exempt
from
Provisions
of present
and future
General
Acts.

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

Short Title.
Expenses
of Act.

8. This Act may be cited as "*The Wellington and Drayton Railway Act, 1864*;" and all the Expenses of obtaining this Act, or preparatory or incident thereto, shall be paid by the Company.

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SCHEDULE.

**Containing AGREEMENT between the GREAT WESTERN and WELLINGTON
AND DRAYTON Railway Companies.**

THIS INDENTURE, made the Eighth Day of June One thousand eight hundred and sixty-four, between the Great Western Railway Company, hereinafter called "the Great Western Company" of the one part, and the Wellington and Drayton Railway Company, hereinafter called "the Wellington Company" of the other part: Whereas by "The Wellington and Drayton Railway Act, 1862," (hereinafter referred to as "the Special Act,") the Wellington and Drayton Railway Company were incorporated, with a Capital of Two hundred thousand Pounds in Shares of Ten Pounds each, and with Power to borrow on Mortgage or Bond any Sums not exceeding in the whole Sixty-six thousand six hundred Pounds, and were authorized to make and maintain the Wellington and Drayton Railway, with all proper Works, Approaches, and Stations, to commence at a Point in that Part of the Shrewsbury and Birmingham Railway which lies between Wellington and Shrewsbury, near to the Bridge which immediately adjoins the Admaston Station, and terminate by a Junction with the authorized Line of the Nantwich and Market Drayton Railway at the Terminus of the said Railway in the Parish of Market Drayton: And whereas by Section 8 of the said Special Act it was declared that it should be lawful for the Great Western and West Midland Railway Companies, with the Authority of Two Thirds of their respective Shareholders present, personally or by proxy, at a General Meeting specially convened for that Purpose, to subscribe towards and become Shareholders in the Undertaking to such Extent (not exceeding Thirty thousand Pounds for each Company) as might be agreed to by such respective Meetings, and the said Companies might respectively contribute and apply, in Payment of their said respective Subscriptions, any Monies which they are already respectively authorized to raise, and which might not be required by them for the Purpose of their respective Undertakings, and also any Monies which they are by the now reciting Act respectively authorized to raise; and in the said Section is contained a Proviso that if the Nantwich and Market Drayton Railway Company should not contribute, in pursuance of the Powers in the now reciting Act contained, towards the Expense of the Railway the Amount therein-after provided, any Deficiency in that Contribution might be made up by the Great Western and West Midland Railway Companies in such Proportion as the said Two Companies might determine: And whereas by Section 55 of the said Special Act, and by virtue of the Agreement referred to in such Section, and appended to the said Act by way of Schedule, the Wellington Company were required upon Notice to that Effect from the Nantwich and Market Drayton (herein called "the Nantwich Company") from the opening of the Nantwich Railway for public Traffic to work the

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same Railway, and the Sidings, Stations, Works, and Conveniences thereof, so as fairly to accommodate and develope the Traffic of the District to be served thereby, and to maintain, repair, work, use, and manage the same, and to make and carry into effect all such Arrangements as shall be proper and sufficient for Security to the Nantwich Company after the opening for public Traffic of the Nantwich Railway, such a Revenue as, after meeting all the reasonable and proper Outgoings, shall enable them to pay half-yearly from that Time a Dividend at the Rate of Four Pounds Ten Shillings per Centum per Annum on so much of their Capital as from Time to Time is properly expended: And whereas the Nantwich Company have completed and opened their said Line of Railway, and given Notice to the Wellington Company to work the said Nantwich Railway, and the Wellington Company pursuant to such Notice have through the Great Western Company entered upon and worked the Nantwich Railway, and are now entitled to all the Benefits of, and are subject to all the Obligations of, the said Scheduled Agreement; provided that the Terms and Conditions of such running over, working, and using by the Company and the Nantwich and Market Drayton Railway Company, and such other Persons respectively, should in every Case be such Terms as the Company or such other Persons and the Nantwich and Market Drayton Company agree, or in default shall be determined by Arbitration as therein stated: And whereas by Section 47 of the said Special Act it is enacted that, subject to the Provisions of this Act, the Company on the one hand, and the Great Western, the West Midland, and the Nantwich and Market Drayton Railway Companies, or any or either of them, on the other hand, may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

The Working, Management, Maintenance, and Repair of the Railway, and the Collection, Conveyance, and Conduct of the Traffic thereof, and the Supply of any Rolling or Working Stock, or of any Officers or Servants required for such Purposes.

The fixing and levying of the Tolls, Rates, and Charges arising on the Railway or any Part thereof.

The Division between the Companies, Parties to the Contract, of the Receipts arising from the Traffic upon the Railway, or which might have been conveyed upon the same, and the Payments to be made respectively by the contracting Companies with respect to any of the Matters aforesaid: And whereas by an Act passed in the Twenty-sixth and Twenty-seventh Years of the Reign of Queen Victoria, intituled "An Act for the Amalgamation of the West Midland Railway Company with the Great Western Railway Company, and for other Purposes," herein-after cited as "The Great Western (West Midland Amalgamation) Act, 1863," the Undertakings of the Great Western Railway Company and the West Midland Railway Company were united and amalgamated into One Company: And whereas by the said "Great Western Railway (West Midland Amalgamation) Act, 1863," (Schedule, Section 2, Article 5,) the Great Western and West Midland Companies were granted running Powers from the Junction of the Nantwich and Market Drayton Railway, at or near Nantwich, to the London and North-western Station at Crewe, with use of Stations, Watering Places, and other Conveniences there, on the Terms to be settled as therein provided, with Facilities over the London and North-western Line from Crewe to London Road Station, Manchester, such Facilities to

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to include Through Rates and Fares, booking and invoicing Clerks, with proper Accommodation for them at Crewe and Manchester, and Carting Agents, and such continuous Through Trains of such Character and at such Times as might be agreed upon, or failing Agreement to be settled by Arbitration, the London and North-western Company to perform efficiently all other Services for the Great Western West Midland Companies Traffic sent or conveyed viâ Crewe, and divers other Provisions are contained in the same Agreement for facilitating the Access of the Great Western Company to Manchester, for the Transmission of Traffic to and from that Place, or passing through that Place to other Parts of the Country: And whereas the said Wellington Railway between Wellington and Market Drayton, together with the said Nantwich and Market Drayton Railway between Drayton and Nantwich forms One continuous Railway, and by the Means and under the Agreements aforesaid Traffic may be carried in a continuous Route over both the said Railways between Crewe and Wellington, and between the Great Western System of Railways and Manchester: And whereas, in pursuance of the Powers and Provisions on their Behalf in the said Special Act contained, it has been agreed by and between the Wellington and Drayton Railway Company and the Great Western Railway Company, Parties hereto, that these Presents shall be made and executed: Now this Indenture witnesseth, that the Wellington and Drayton Company on the one part, and the Great Western Railway Company on the other part, severally, in consideration of the Premises, and of the Covenants and Agreements herein-after contained, do hereby covenant and agree as follows, namely:

The Wellington Company, by virtue and in exercise of Powers for this Purpose vested in them by the said Special Act, or any other Act of Parliament now in force, hereby for themselves and their Successors covenant with the Great Western Railway Company and their Successors, and the Great Western Railway Company, by virtue and in exercise of the Powers for this Purpose vested in them by the said Special Act, or any other Act of Parliament now in force, hereby for themselves and their Successors covenant with the Wellington and Drayton Railway Company and their Successors in manner following; (that is to say,)

1. The Wellington and Drayton Railway Company shall and will forthwith at their own Expense, and to the Satisfaction of the Engineer of the Great Western Company, construct and complete the said Railway as aforesaid as a double Line of Railway on the Narrow Gauge, including a proper Junction with the Shrewsbury and Birmingham Railway at Wellington, and also a proper Junction with the said Nantwich Railway at Market Drayton as authorized by the said Special Act, with all proper Stations, Sidings, Bridges, Roads, Fences, Culverts, Drains, Station Houses, and Fixtures, Cranes, Water Tanks, Signals, and other Works, Accommodations, and Conveniences requisite for the efficient working of, and properly belonging to, the said Railway, and such as are usually provided out of Capital by Railway Companies intending to work their own Railways upon the Narrow Gauge, and not including any Station at either of the aforesaid Junctions, in a good and substantial Manner, and so as to be fit and ready for Traffic before the First Day of July One thousand eight hundred and sixty-five.

2. The Wellington Company shall and will forthwith proceed to obtain, at their own Expense, the Land requisite for the Construction of the said Railway

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way on the Narrow Gauge as a double Line of Railway, and for the Stations, Works, and Appurtenances thereof, and for the Accommodation Works, within such Time as to admit of the Completion of such Railway and Works within the Period herein-before limited for that Purpose.

3. If any Question shall arise between the Two Companies as to the complete Execution of the said Railway, Junctions, Stations, Works, and Conveniences as above mentioned, such Question shall be referred to and be determined by Thomas Eliot Harrison, Esquire, of Great George Street, whom failing, by a Civil Engineer to be agreed upon between the Two Companies, or in the event of their being unable to agree in the Choice of such Referee, such Question shall be referred to and be determined by Arbitration in the Manner herein-after provided.

4. When and so soon as the said Railway, with the Junctions, Stations, Works, and Conveniences thereof as above mentioned, shall have been completed, and shall have been approved or certified by the Engineer of the Great Western Company, and by the Inspector of Railways for the Board of Trade, or otherwise, under any Act of Parliament for the Time being in force, as fit to be opened and used for public Traffic, the Great Western Company shall, in consideration of the annual Payment or Payments to be made by them to the Wellington Company as herein-after expressed and provided, thenceforth and at all Times during a Period of Fifty Years, to be computed from the Date of such Certificate or Approval as last aforesaid (but subject nevertheless to the Provisions of these Presents), have, hold, possess, and enjoy the sole and exclusive Right of working and managing the said Railway, and of occupying and using for the Purposes of the said Railway, and of the using and working thereof the permanent Way and Junctions, Stations, Sidings, Buildings, Easements, Works, Conveniences, and Appurtenances of, belonging, or appertaining to the said Railway and every or any Part thereof.

5. During such Term of Fifty Years the Great Western Company, in consideration of such annual Payment or Payments as aforesaid shall, subject to the Provisions of these Presents, have the sole and exclusive Right of conducting, managing, regulating, and carrying on the whole Traffic of and incident to the said Railway, and the Collection and Delivery of such Traffic, as well in relation to the Conveyance or passing of Passengers and of Goods and other Things, as to the running or letting for Hire of Locomotive Engines, with or without Carriages or Trucks, over, along, and upon the said Railway, and every or any Part thereof, as authorized by and in conformity with the Provisions of the said Special Act, and of all or any other Acts of Parliament for the Time being in force, regulating or relating to Railways or the said Railway, and also such Right as by these Presents is provided, of fixing, altering, and from Time to Time regulating, the Tolls, Rates, and Charges to be levied in respect of such Traffic, which Tolls, Rates, and Charges nevertheless shall never exceed the maximum Tolls, Rates, and Charges authorized for the Time being by Parliament in respect of such Traffic, and also the sole and exclusive Right, subject to the Provisions of these Presents, of collecting, taking, and levying the said Tolls, Rates, and Charges for the Use and Benefit of the Great Western Company.

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6. At all Times during the said Term of Fifty Years the Great Western Company shall, at their own Expense, well and efficiently continuously and bonâ fide use and work the said Railway and Undertaking respectively in connexion with and in continuation of their own Lines and Branch Lines of Railway, and as well for Passenger Traffic as for all other kind of Traffic, and will and shall at their own Expense provide all Locomotives, Carriages, Rolling Stock, Moveables, Plant, Materials, Superintendents, Police, Porters, Book-keepers, Clerks, and other Servants necessary and proper for efficiently carrying on and working the said Railway, and for the Reception, Transmission, Accommodation, and Delivery of the Traffic thereof, and will and shall so and in such Manner use and work the said Railway as shall be best and most calculated fairly to develop, protect, and maintain, as well Local as Through Traffic over and upon the said Railway, and to produce in every Year the largest Amount of Profits thereupon, and shall not nor will, directly or indirectly, divert the Traffic naturally belonging or coming to the said Railway, or any Part thereof, from the said Railway.

7. At all Times during the said Term of Fifty Years the Great Western Company shall run such and so many Passenger Trains and Goods Trains each way on every Day (except Sundays) upon and over the said Railway, and in connexion and correspondence with Trains at Wellington and Nantwich, respectively, running along and over the said Branch Lines of the Great Western Company, and at such average Speed as shall be adequate effectually to develop and accommodate as well the Through Traffic as the Local Traffic of the said Railway.

8. The Great Western Company shall, during the Continuance of this Agreement, carry the whole of the Traffic which they can command to and from all Stations on the Great Western Lines, South and East of a Line drawn from Shrewsbury through Worcester to Swindon, from and to Manchester, along the said Wellington and Market Drayton Railway.

9. The Great Western Company shall, on the Behalf and in the Stead of the Wellington Company, work the said Nantwich and Market Drayton Railway, and fulfil all the Obligations which, on the Part of the Wellington Company, are undertaken or imposed under or by virtue of the said recited "Wellington and Drayton Railway Act, 1862," and the Agreement scheduled thereto, and save harmless and indemnify the Wellington Company from all Claims and Demands on the Part of the Nantwich Company, or any other Party or Company, under the same Acts and Agreements, and as Part of the said Obligations shall pay the Interest, at a Rate not exceeding Five Pounds per Centum per Annum, from Time to Time accruing due on so much of the Monies borrowed by the last-named Company on Mortgage of their Undertaking, whether under the Powers of "The Nantwich and Market Drayton Railway Act, 1861," or of any Act passed in the present Session of Parliament, and Interest, at the Rate of Four and a Half per Centum per Annum, on so much of the Capital authorized by the said Act, and by any other Act of this Session, to be raised by Shares as respectively may have been properly expended on the said Undertaking: Provided that the Interest on the said Monies so borrowed under the Powers of "The Nantwich and Market Drayton Act, 1861," as aforesaid, shall commence on and from the Nineteenth Day of October One thousand eight hundred and sixty-three, on which Day the Nantwich and Market Drayton Railway was opened for Traffic, and the Dividends

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on the Share Capital so expended as aforesaid shall commence to accrue from the same Day with respect to so much of the said Capital as was on that Day paid up and so expended, and with respect to the Remainder of the said Share Capital, from the Day or respective Days when the same was paid up and expended: Provided also, that all further Expenditure by the Nantwich Company on their Railway shall be made to the reasonable Satisfaction of the Great Western Railway Company, and according to Plans approved by the Engineer of the same Company, previously to such Expenditure; and all Capital hereafter to be raised, and all Monies hereafter to be borrowed, by the Nantwich Company shall be in respect only of such Expenditure as last aforesaid, and shall be raised and borrowed only upon the Approval in Writing of the Secretary for the Time being of the Great Western Railway Company first obtained: Provided also, nevertheless, that such Part of such Monies as may be necessary shall be applied to the Discharge of the Liability of the Nantwich Company in respect of Expenditure properly made by them on their existing Undertaking.

9a. Until the Opening throughout for public Traffic of the Wellington Railway, the Wellington Company shall repay to the Great Western Company all Sums paid by them to, for, or on account of the Nantwich and Market Drayton Railway Company, and any Loss incurred by the Great Western Company in working the Nantwich and Market Drayton Railway, in excess of the Receipts from Traffic thereon.

10. The Land Tax on the Lands forming the Line of the said Railway shall be redeemed by the Wellington Company, or, in default of such Redemption, shall be borne by that Company.

11. If at any Time or Times after the said Railway shall be fit to be opened and used for public Traffic as aforesaid, it shall during the said Term of Fifty Years appear that any further Buildings, or Structures, or other Works, or any further additional Station or other Accommodation ordinarily provided out of Capital, and not out of Revenue, have become or are necessary for the Requirement of the Traffic, or for such Development as aforesaid of the Traffic of the said Railway or any Part thereof, it shall be agreed and settled between and by the Parties, as and when such Necessity shall arise, by whom and at whose Cost and on what Terms and in what Manner such additional Works or Accommodation shall be constructed, completed, and provided.

12. During the First Twelve Calendar Months of the said Term of Fifty Years the Wellington Company shall to the Satisfaction of the Engineer of the Great Western Company keep and maintain, or cause to be kept and maintained, and from the Expiration of such Period of Twelve Calendar Months, and at all Times thereafter during the said Term, the Great Western Company shall at their Costs keep and maintain the said Railway and Undertaking, with all the Bridges, Culverts, Watercourses, Gates, Fences, Stations, Sidings, and Works thereof for the Time being in efficient Repair and good working Order and Condition, and maintain and keep in good Repair, and in a proper Condition in all respects for the efficient Working and Use of the said Railway and Undertaking all Stations, Houses, Offices, Warehouses, Engine Houses, Sheds, Buildings, Turn-tables, and other Structures, Conveniences, and Appurtenances which at any Time during the said Term of Fifty Years shall be on

or

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or belonging to, or connected with or relating to the said Railway and Undertaking or any Part or Parts thereof.

13. The Great Western Company shall in all respects duly perform and observe the several Provisions with respect to the Use of the said Railway for the Mail Service or otherwise, and with respect to the receiving, forwarding, and delivering of Traffic, contained in the said Special Act, or other the Act or Acts from Time to Time in force with respect to Railways, or to the said Railway, and shall at all Times fully indemnify and save harmless the Wellington Company from and against all Penalties, Forfeitures, Losses, Damages, Costs, Charges and Expenses, Claims and Demands whatsoever in any way occasioned or incurred by or by reason of any Act or Default in relation thereto.

14. It shall be lawful for the Wellington Company at all or any Time or Times hereafter to let, sell, or otherwise dispose of for their own Benefit all Lands which shall be agreed upon between the Parties as not required for the working of Traffic on the said Railway, or for the general Purposes thereof.

15. The Great Western Company shall at all Times during the said Term of Fifty Years bear and pay (except as is otherwise herein-before provided) all Rates, Taxes, and Outgoings, and all other Outgoings or Expenses of or incident to the said Railway and Undertaking, and the User, Working, and Traffic thereof (and usually paid out of or chargeable to Revenue), except the Property or Income Tax for the Time being payable in respect of the half-yearly Payments by virtue of these Presents to be made to the Wellington Company, and also except all such Outgoings and Payments as by the Clause next hereinafter contained it is stipulated, are to be borne and paid by the Wellington Company, and also except the Expense of the Board of Directors, and of the Secretary and Auditors of such last-mentioned Company, and of any Clerk or Establishment employed or kept up by them or him, or any Expense incurred by them or him.

16. The Great Western Company shall and will from Time to Time and at all Times during the Continuance of the said Term of Fifty Years, as a First Charge upon the gross Revenues of the Wellington Company, bear or satisfy all Rentcharges created or to be created, and the Interest from Time to Time accruing due upon all Capital Monies secured by the Debentures, Mortgagees, or Bonds issued or to be issued by the Wellington Company, and all other Capital, Charges, and Debts.

17. From and after the Day on which the Line of the said Railway shall be certified by the Inspecting Officer appointed by the Board of Trade, or certified on behalf of such Board or otherwise, under any Act of Parliament for the Time being in force, be sanctioned as ready and fit to be opened and used for public Traffic as aforesaid, the Great Western Company shall, half-yearly in every Year during the said Term of Fifty Years, pay to the Wellington Company or their Assigns, (such Payments to commence on or as from the Day when the said Line shall be fit and ready for Traffic as aforesaid, and as for by way of Consideration for such Right and Privileges as aforesaid,) Fifty per Centum of the Receipts from Traffic of all kinds upon the said Wellington Railway, and of the Receipts upon any of the Railways of the Great Western Railway Company, from or in respect of any Traffic passing on, to, or off, from the said Wellington Railway, after deducting from the gross Receipts thereon

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all Sums paid or payable in respect of Passenger Duties, and including in such gross Receipts all Sums received as Rents or Charges for Warehousing or Wharfage on any Account other than the Rent of superfluous Lands, as herein-after mentioned, and shall make every such Payment free and clear of all Rates, Taxes, Deductions, or Abatements whatever, the Sum so as aforesaid paid for Rentcharges or Interest, and for Property and Income Tax, being nevertheless first deducted, such Balance and Residue of the gross Receipts to be computed up to the Thirtieth Day of June and the Thirty-first Day of December in each Year: Provided nevertheless, that no such half-yearly Payment as aforesaid shall be to a greater Amount than will be sufficient to enable the said Wellington Company to pay a clear Dividend of Four and a Half per Centum per Annum upon their Share Capital after defraying all reasonable current Expenses.

18. Every such half-yearly Payment shall be made to the Wellington Company in respect of each Half Year in each Year ending on the same Day as the financial Half Year for the Time being of the Great Western Company shall end, and in respect of the Fraction of a Half Year which may intervene between the Day on which the said Railway shall be completed and fit to be opened as aforesaid and the ending of the then current financial Half Year of the Great Western Company between the ending of the then financial Half Year of the Great Western Company next preceding the Determination of the said Term of Fifty Years, and the Day on which such Term shall determine, the Great Western Company shall pay to the Wellington Company a proportionate Part of such Balance or Residue.

19. The Tolls, Rates, and Charges to be charged and levied by the Great Western Company for Traffic passing partly on or over the said Railway or any Part thereof, and partly on or over any other Railway or Railways, and all which Traffic is herein-after designated or referred to as "Through Traffic," shall be from Time to Time fixed by the Board of Directors of the Great Western Company, and shall never be less per Mile, in respect of the Mileage upon the said Wellington Railway, than the Rate per Mile actually and bonâ fide for the Time being charged by the Great Western Company in respect of the same Traffic upon the other Line or Lines of Railway on which the same shall pass.

20. The Tolls, Rates, and Charges to be charged and levied by the Great Western Company for Traffic passing upon or over the said Railway or any Part thereof, or passing upon or over the Line of Railway lying between the Station at Wellington and Market Drayton (and all which Traffic is herein-after designated or referred to as "Local Traffic"), shall be fixed by the Board of Directors of the Great Western Company, with the Approval of the Board of Directors of the Wellington Company; and if, after the same shall have been so fixed, any Alteration of the Tolls, Rates, and Charges in force for the Time being for the Local Traffic shall be desired by the Board of either Company, and Notice of such Desire shall be given in Writing to the Board of the other Company, the Matter shall be forthwith taken into consideration, at a Meeting of the Board of the Two Companies specially convened for the Purpose; and if the Two Boards shall be unable to agree upon the Matter so under consideration, the Question shall be submitted to any One Person agreed upon by the Two Companies, or, in case they cannot so agree, then to Two Persons to be nominated for that Purpose,
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One by each Company or to a Third Person to be nominated by such Two Persons in case they shall be unable to agree, and the Decision or Recommendation of the Referee or Referees, as the Case may be, shall be adopted, and all necessary Acts shall be done by both Companies, or One of them, as the Case may require, for giving Effect to such Decision or Recommendation ; and any Alteration or Arrangement of Tolls, Rates, and Charges made after any such Reference and Decision or Recommendation as aforesaid shall remain and be in force for at least Six Calendar Months, unless otherwise mutually agreed.

21. In computing or ascertaining the gross Receipts arising from the said Railway as aforesaid, the Great Western Company shall and will always so apportion the Tolls, Rates, and Charges to be charged and levied by them in respect of the Through Traffic as that a fair, just, and full Mileage Proportion of such Tolls, Rates, and Charges (after deducting the usual Terminal Charges in respect of any Line or Lines of Railway other than the said Railway) shall be attributed to the said Railway, and carried to the Credit of the gross Receipts arising therefrom ; and the Great Western Company shall always so keep the Accounts relating to the Through Traffic as to show clearly such Apportionment and the Fairness thereof.

22. In addition to such Tolls, Rates, and Charges, a proportionate Part of Tolls, Rates, and Charges as are respectively mentioned in the Clauses hereinbefore contained for Local and Through Traffic, there shall also always be attributed to the said Railway, and carried to the Credit of the gross Receipts arising therefrom, in respect of all Traffic arising or terminating at Stations on the said Railway, such usual Terminal Charges, after deducting the usual Cartage Allowances, as shall for the Time being be fixed by the Rules of the Railway Clearing House in respect of the like Traffic upon Railways using such Clearing House.

23. Proper and regular Books of Account, such as are usually kept by Railway Companies in relation to their Traffic and to their Receipts, or Proportion of Receipts, shall at all Times be kept by the Great Western Company of and in relation to the said Railway and Undertaking, and of and in relation to the Traffic of and arising from the same as respectively aforesaid, and to the gross Receipts from the same, and shall be at all reasonable Times open to the Directors and Officials of the Wellington Company to examine and take Copies thereof.

24. The Great Western Company shall duly and faithfully account as aforesaid to the Wellington Company for or in respect of all the gross Receipts of and from such Through and Local Traffic as respectively aforesaid, of and from all other (if any) the Traffic upon or over the said Railway, and any or every Part thereof, from whatever Source arising, such gross Receipts being the Sums or total Sum received therefrom, or in respect thereof, after deducting such Sums as may be paid or payable to any Person in respect of the Traffic under the usual Designation of "Paid on" or "Paid out," and the Expense of Collection or Delivery of Goods on which Carted Terminals are charged.

25. Neither of the Companies Parties hereto will, by themselves or their Agents, at any Time hereafter, without the previous Consent in Writing, under the Common Seal of the other Company, make or enter into any Contract or

[Local.]

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Arrangement

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Arrangement with any other Company or Person which shall disable the respective Company from carrying this Agreement into effect.

26. Every Notice, Account, or other Writing to be given or transmitted for any of the Purposes of this Agreement, by or on the part of either of the Companies, Parties hereto, to the other of them, shall be deemed to be duly given or transmitted, if it be signed by the Secretary or other Agent of the Company, by or on the part of which it is given or transmitted, and be left for the other Company, as to the Great Western Company at their principal Office at Paddington, and as to the Wellington Company at their principal Office at Great Malvern, or be delivered personally to the Secretary of such other Company.

27. The Word "Traffic" whenever occurring in these Presents shall mean and include all such Passengers, small Parcels, Animals, Goods, Minerals, and other Traffic whatsoever to be transmitted or conveyed on the said Railway or any Part thereof.

28. The said Parties hereto shall severally use their best Endeavours to obtain such Approval by the Board of Trade of the Agreement or Arrangements in these Presents contained as by the said Special Act is required as aforesaid.

29. The Great Western Company shall use their best Endeavours to promote an Application to Parliament, to be made in the next ensuing Session by the Wellington Company, for Powers to lease or amalgamate their said Railway with the Great Western Railway, and in case of Failure the Great Western shall and will use their best Endeavours to obtain from Parliament during the First Session in which they shall promote any Bill for any other Purpose, Powers to the Wellington Company to lease or amalgamate their said Railway and Undertaking to the Great Western Company, and Powers to such last-mentioned Company to accept such Lease or Amalgamation as aforesaid; and if such Powers shall not be granted during such Session, shall renew their Endeavours to obtain the granting of such Powers as respectively aforesaid, as and when shall be agreed upon between the Parties hereto: Provided always, nevertheless, that if at any Time or Times hereafter the Great Western Company shall, in the Opinion of the Board of Directors of the Wellington Company, omit or fail to use their best Endeavours to obtain from Parliament such Powers respectively as last aforesaid, it shall be lawful for the Wellington Company to apply to Parliament at any Time or Times thereafter for, and use their best Endeavours to induce Parliament to grant, such Powers respectively to each of the said Companies as aforesaid.

30. In the event of Authority being granted by the Legislature to the one Company to grant, and to the other to accept, a Lease or Amalgamation of the said Railway and Undertaking, then and in such Case, within Nine Calendar Months after the passing of the Act, or the latest of the Acts granting such Authority, the Wellington Company will grant, and the Great Western Railway Company will accept, an Amalgamation or a Lease for such Term of Years as shall be so sanctioned by the Legislature, and at such Rents as shall be equivalent to the Benefits by this Agreement secured to the Wellington Company; and upon the Execution of such Lease this Agreement, and all the Stipulations therein contained, shall cease and determine.

31. All Matters herein-before specified or referred to as Matters to be referred to Arbitration, except only as may be otherwise expressly provided for by

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by these Presents, and all Questions which may arise between the said Companies, Parties hereto, as to the Construction, Intent, or Effect of this Agreement, or any Clause herein, or upon or in respect of the carrying of the Provisions of these Presents, or any of them, into effect, or upon any Matter arising out of the same respectively, shall be settled and determined by Arbitration in the Manner (so far as applicable) provided by "The Companies Clauses Consolidation Act, 1845," and "The Companies Arbitration Act," as to References of disputed Questions to Arbitration; and all the Clauses of the said Acts with reference to the Settlement of Disputes by Arbitration, so far as they may be applicable shall be taken as Part of this Agreement, and as if the same had been specially inserted herein.

32. If at any Time prior to the Execution of the said Amalgamation or Lease it shall appear that any Matter has not been sufficiently provided for in these Presents, so that any Modification or Alteration of the Terms thereof respectively shall be desirable or expedient, such Alteration or Modification may be introduced into the Agreement, or into the said Amalgamation or Lease, as may be agreed upon between the Board of Directors for the Time being on each side.

In witness whereof the said Great Western Company and the said Wellington Company have severally caused their Common Seals to be hereunto set and affixed the Day and Year first above written.



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