



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cclxii.

An Act to amalgamate the *Oswestry and Newtown, Llanidloes and Newtown, Newtown and Machynlleth, and Oswestry, Ellesmere, and Whitchurch* Railway Companies; and to confer Powers upon the amalgamated and other Companies.

[25th July 1864.]

WHEREAS by "The *Oswestry, Welchpool, and Newtown* Railway Act, 1855," the *Oswestry and Newtown* Railway Company, in this Act called "the *Oswestry* Company," were incorporated and authorized to make a Railway from the *Oswestry* Branch of the *Great Western* Railway at *Oswestry* to the *Llanidloes and Newtown* Railway at *Newtown*, which Railway is completed and open for public Traffic: And whereas by "The *Oswestry and Newtown* Railway Act, 1860," "The *Oswestry and Newtown* Railway (*Porthywaen* Branch) Act, 1860," "The *Cilgurgan, Bettws, and Tregynon* Road Act, 1860," and "The *Oswestry and Newtown* Railway (*Llanfyllin and Kerry* Branches) Act, 1861," and "The *Oswestry and Newtown* Railway Act, 1863," further Powers were conferred upon the *Oswestry* Company, including Powers to make certain Branch Railways from their Main Line to the *Porthywaen* Lime Rocks to *Llanfyllin* and to *Kerry*, and short Branches from the

18 & 19 Vict. c. lxxxvi.
 23 & 24 Vict. cc. ci. cviii. and cxxxix.
 24 & 25 Vict. c. xvii.
 26 & 27 Vict. c. xcvi.

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23 & 24 Vict.
c. cxxxiii.

24 & 25 Vict.
c. ccxxiii.

16 & 17 Vict.
c. cxliii.

22 & 23 Vict.
c. xxx.

Llanfyllin Branch to the *Llanymynech* Lime Rocks, and from the said Main Line to a Point near to *Aberbechan*, all of which, except the said short Branches, are completed and opened for Traffic: And whereas by the recited Acts the *Oswestry* Company were authorized to raise, for the Purposes of such Acts, various Sums of Money, amounting to Six hundred and twenty-five thousand Pounds, by the Creation of Shares (whereof Two hundred and thirty-five thousand Pounds, in addition to the Amount of Capital represented by Shares forfeited and re-issued, might be entitled to preferential Dividends), and One hundred and eighty-two thousand nine hundred and ninety-three Pounds by Mortgage, besides Twenty-five thousand Pounds either by Shares, to which preferential Dividends might be attached, or by Mortgage: And whereas by "The *Mid Wales* Railway (Extensions) Act, 1860, the *Oswestry* Company were authorized to subscribe Seventy thousand Pounds to the Capital of the *Mid Wales* Railway Company and to raise the Amount of their Subscription by Shares in their own Undertaking (which Powers have not been exercised), and by "The *Aberystwith and Welsh Coast* Railway Act, 1861," the *Oswestry* Company were authorized to subscribe Seventy-five thousand Pounds to the Capital of the *Aberystwith and Welsh Coast* Railway Company, and to raise the Amount of their Subscription by Shares in their own Undertaking; and by "The *Oswestry, Ellesmere, and Whitchurch* Railway Act, 1861," the *Oswestry* Company were authorized to subscribe Thirty thousand Pounds to the Capital of the *Oswestry, Ellesmere, and Whitchurch* Railway Company, and to raise the Amount of their Subscription by Shares in their own Undertaking, and such Powers respectively have been exercised: And whereas the present Stock and Share Capital of the *Oswestry* Company consists of Seven hundred and thirty thousand Pounds, whereof Two hundred and forty-nine thousand and eighty-nine Pounds is in Ordinary Stock and Shares of Ten Pounds each, and Four hundred and eighty thousand nine hundred and eleven Pounds in Preference Stock and Shares of Ten Pounds each entitled to preferential Dividends after the Rate of Five Pounds *per Centum per Annum*, and the Mortgage Debts of the said Company amount to Two hundred and seven thousand nine hundred and ninety Pounds, or thereabouts: And whereas by "The *Llanidloes and Newtown* Railway Act, 1853," the *Llanidloes and Newtown* Railway Company, in this Act called "the *Llanidloes* Company" were incorporated, and by the same Act, as amended by "The *Llanidloes and Newtown* Railway Act, 1856," were authorized to make a Railway from *Llanidloes* to *Newtown*, which is completed and opened for public Traffic: And whereas by "The *Llanidloes and Newtown* Railway (Canal Extension) Act, 1859," "The *Llanidloes and Newtown* Railway Act, 1861," and "The *Llanidloes and Newtown* (*Mid Wales* and *Manchester and Milford*) Railway Act,

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Act, 1862," further Powers were conferred upon the *Llanidloes* Company, including Powers to make a Tramway from their Main Line at *Newtown* to the *Shropshire Union* Canal (which is not made), and a Railway from *Llanidloes* to *Penpontbren* and a Joint Station at *Llanidloes*, which are nearly completed: And whereas by the recited Acts, or some of them, the *Llanidloes* Company were authorized to raise for the Purposes of such Acts Sums of Money amounting to One hundred and ten thousand Pounds by the Creation of Shares (whereof Fifty thousand Pounds might be entitled to preferential Dividends) and Twenty-eight thousand Pounds by Mortgage: And whereas by "The *Mid Wales* Railway Act, 1859," and "The *Mid Wales* Railway (Extension) Act, 1860," the *Llanidloes* Company were authorized to subscribe Fifty thousand Pounds to the Capital of the *Mid Wales* Railway Company, and to raise the Amount of their Subscriptions by the Creation of Shares in their own Undertaking, whereof Twenty-five thousand Pounds might be in Preference Shares, entitled to preferential Dividends not exceeding Five Pounds *per Centum per Annum*, and by "The *Aberystwyth and Welsh Coast* Railway Act, 1861," the *Llanidloes* Company were authorized to subscribe Twenty-five thousand Pounds to the Capital of the *Aberystwyth and Welsh Coast* Railway Company, and to raise the Amount of their Subscription by the Creation of Preference Shares in their Undertaking entitled to preferential Dividends not exceeding Five Pounds *per Centum per Annum*, and by "The *Manchester and Milford* Railway (*Aberystwyth* Branch) Act, 1861," the *Llanidloes* Company were authorized to subscribe Twenty thousand Pounds to the Capital of the *Manchester and Milford* Railway Company, and to raise the Amount of their Subscription by Preference Shares in their own Undertaking entitled to preferential Dividends not exceeding Five Pounds *per Centum per Annum*, and such Powers have only been exercised by raising Ten thousand Pounds and applying the whole or greater Part thereof in making Part of the *Mid Wales* Railway, which has since been transferred and now belongs to the *Llanidloes* Company, and a Subscription of Twenty-five thousand Pounds to the Capital of the *Aberystwyth and Welsh Coast* Railway Company, and the Creation of Preference Shares by the *Llanidloes* Company to the Amount of the last-mentioned Sums entitled to preferential Dividends at the Rate of Five Pounds *per Centum per Annum*, and the Powers of the *Llanidloes* Company to subscribe any further Sum to the Undertaking of the *Mid Wales* Railway Company, or to raise any Money under "The *Mid Wales* Railway Act, 1859," is repealed by "The *Llanidloes and Newtown* Railway Act, 1864:" And whereas the present Stock and Share Capital of the *Llanidloes* Company consists of One hundred and forty-five thousand Pounds whereof Sixty thousand Pounds is in Ordinary Stock and Eighty-five thousand Pounds

22 & 23 Vict.
c. lxiii.24 & 25 Vict.
c. clxxxi.24 & 25 Vict.
c. cl.

*The Cambrian Railways Act, 1864.*20 & 21 Vict.
c. cvi.26 & 27 Vict.
c. xl.24 & 25 Vict.
c. ccxxiii.25 & 26 Vict.
c. ccxviii.

Pounds in Preference Stock, entitled to preferential Dividends at the Rate of Five Pounds *per Centum per Annum*, and the Mortgage Debts of the said Company amount to Twenty-eight thousand Pounds: And whereas, by “The *Newtown and Machynlleth* Railway Act, 1857,” the *Newtown and Machynlleth* Railway Company (in this Act called the *Machynlleth* Company) were incorporated and authorized to make a Railway from the *Llanidloes and Newtown* Railway in the Parish of *Llandinam* in the County of *Montgomery* to the Town of *Machynlleth* in the same County, which Railway has been made and opened for public Traffic: And whereas, by “The *Newtown and Machynlleth* Railway Act, 1863,” further Powers have been conferred upon the *Machynlleth* Company, and by the Two last-mentioned Acts they have been authorized to raise, for the Purposes thereof, Sums of Money amounting to One hundred and ninety thousand Pounds in Shares, whereof One hundred and ten thousand Pounds may be entitled to preferential Dividends and Fifty thousand Pounds by Mortgage, and their Capital consists of One hundred and ninety thousand Pounds in Ten Pound Shares, and their Mortgage Debt amounts to Fifty thousand Pounds: And whereas by “The *Oswestry, Ellesmere, and Whitchurch* Railway Act, 1861,” the *Oswestry, Ellesmere, and Whitchurch* Railway Company (in this Act called “the *Whitchurch* Company”) were incorporated and authorized to make a Railway from the *Oswestry and Newtown* Railway at *Oswestry* to the *Shrewsbury and Crewe* Line of the *London and North-western* Railway at *Whitchurch*, and a Branch to the *Shrewsbury and Chester* Line of the *Great Western* Railway: And whereas by “The *Oswestry, Ellesmere, and Whitchurch* Railway (Extension) Act, 1862,” the *Whitchurch* Company were authorized to make a Railway from their *Oswestry, Ellesmere, and Whitchurch* Line to the *Shrewsbury and Crewe* Line of the *London and North-western* Railway: And whereas the Railways authorized by the last Two recited Acts are not completed, but the *Oswestry, Ellesmere, and Whitchurch* Railway Company have raised and expended upon the Construction thereof more than Half the Amount of their authorized Capital: And whereas by the last Two recited Acts the *Oswestry, Ellesmere, and Whitchurch* Railway Company were authorized to raise Two hundred and ten thousand Pounds in Shares of Ten Pounds each, and Seventy thousand Pounds by Mortgage, and their Share Capital consists of Two hundred and ten thousand Pounds in Ten Pound Shares, and their Mortgage Debts amount to Fifty thousand Pounds: And whereas the Railways of the said Four Companies form together a continuous Line of Railway Communication between *Whitchurch, Llanidloes, and Machynlleth* and other Places, and the said Companies are desirous of being amalgamated, but as regards the *Welsh Coast* Company only by Agreement as by this Act provided, and their Amalgamation, by forming

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forming the said Railways into One System under One Management and otherwise, would be advantageous to the Public: And whereas the Railways of the *Mid Wales* and *Manchester and Milford* Railway Companies (herein-after referred to as the Two Companies), and the Railways of the Companies amalgamated by this Act unite with each other, and it is expedient that Powers should be conferred upon all the said Companies for making Working and Traffic Arrangements: And whereas it is expedient to authorize the Company amalgamated by this Act to raise Money for the Purposes of their Undertaking and of this Act: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

1. This Act may be cited for any Purpose as "The *Cambrian Railways Act, 1864.*" Short Title.

2. "The Companies Clauses Consolidation Act, 1845," Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to Cancellation and Surrender of Shares, to Additional Capital and to Debenture Stock, "The Railways Clauses Consolidation Act, 1845," Parts III. and V. of "The Railways Clauses Act, 1863," relating respectively to Working Agreements and to Amalgamation, "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act Amendment Act, 1860," are hereby incorporated with this Act. 8 & 9 Vict. cc. 16., 18. and 20. 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

3. In construing the incorporated Acts for the Purposes of this Act and in construing this Act, the Words and Expressions herein mentioned or referred to shall have the Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say, Interpretation of Terms.)

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

The Expression "the Company" or "the Promoters of the Undertaking" shall mean the Company incorporated by this Act:

The Expression "the Undertaking" or "the Railway" shall mean the Undertaking or Railways by this Act vested in or authorized to be made or completed by the Company:

The Definition of the Expression "the Lands," contained in the Second Section of "The Railways Clauses Consolidation Act, 1845," shall be extended so as to comprise the Lands by this Act vested in the Company, as well as such Lands as they may be empowered to purchase under the Provisions of this Act:

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The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute:

Same Meanings to Words in incorporated Acts as in this Act.

Other Expressions and Words to which in the incorporated Acts Meanings are assigned shall respectively have the same Meanings in this Act.

Companies dissolved and Shareholders incorporated.

4. The *Oswestry* Company, the *Llanidloes* Company, the *Machynlleth* Company, and the *Whitchurch* Company are hereby on the passing of this Act dissolved, and the respective Undertakings of those Companies shall henceforth constitute One Undertaking, under the Name of the "*Cambrian Railways*," and the existing Shareholders of the said Companies respectively, and their Executors, Administrators, Successors, and Assigns are hereby united and incorporated under the Name of the "*Cambrian Railways Company*" (in this Act called "the Company,") and by that Name shall be a Body Corporate with perpetual Succession, and shall have a Common Seal, Powers to sue and be sued, and to purchase, acquire, hold, and dispose of Lands and other Property for the Purposes of their Undertaking (subject to the Provisions of this Act), and all other Incidents of an incorporated Company.

Acts in First Schedule, and Sections of other Acts in Third Schedule repealed.

5. Except only as is by this Act otherwise expressly provided, the several Acts specified in the First Schedule to this Act and the several Sections of other Acts specified in the Third Schedule to this Act are by this Act repealed.

Several Sections of the several Acts specified in First Schedule set forth in Second Schedule to this Act not repealed.

6. The several Sections set forth in the Second Schedule to this Act of the several Acts specified in the First Schedule are not (except as in the Second Schedule or otherwise expressed) repealed by this Act; and the Sections of the several Acts mentioned in the Third Schedule, except those specified in that Schedule, are not repealed by this Act; and all the Sections of the said Acts not repealed by this Act are saved by this Act, and may and shall have effect as if this Act were not passed, save that those unrepealed Sections respectively shall relate to the Company instead of and as representing the dissolved Companies respectively: Provided that, unless and until the *Welsh Coast* Company is amalgamated with the Company the Sections specified in Part II. of the Third Schedule shall not be repealed or affected by this Act.

Provisions of other Acts to apply to Company.

7. The Provisions relating to the dissolved Companies respectively of all Acts other than the several Acts specified in the First Schedule shall apply to the Company in like Manner in all respects

as

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as before the passing of this Act they applied to the dissolved Companies respectively, and as if the Company had been originally named and referred to therein instead of the dissolved Companies respectively.

8. Every Act of the present Session of Parliament, whether passed before or after the passing of this Act, so far as it relates to any of the dissolved Companies, shall apply, not to them but to the Company as representing the dissolved Companies respectively, and may and shall be read and be put into execution, and have effect accordingly.

Acts of present Session to apply to Company.

9. Notwithstanding the passing of this Act, or anything therein contained, all Mortgages granted by any of the dissolved Companies, and existing at the Time of the passing of this Act, shall during the Continuance thereof have the same Priority and Effect as if this Act had not been passed.

Mortgages to retain their Priority.

10. Notwithstanding the Dissolution of the dissolved Companies and the Repeal of Parts of the recited Acts, the Company from Time to Time may enter upon, take, and use the several Lands which, by the recited Acts or any of them, the dissolved Companies respectively immediately before the passing of this Act were authorized to enter upon, take, and use, or, as the Case may be, may complete the Purchase or Acquisition of any of those Lands the Purchase or Acquisition whereof was immediately before the passing of this Act incomplete: Provided, that this Act shall not extend the Period within which, if this Act had not been passed, the dissolved Companies respectively might take, use, or enter upon any of those Lands.

Purchases of Lands by Company.

11. Notwithstanding the Dissolution and Repeal, all Plans, Sections, and Books of Reference, and all Corrections and Certificates of Correction thereof respectively deposited for the Purposes of any Act relating to the dissolved Companies respectively with any Clerk of the Peace, shall remain in his Custody as if they were deposited for the Purposes of this Act and according to the Provisions of the Act of the Session of the Seventh Year of King *William* the Fourth and the First Year of Her present Majesty, Chapter Eighty-three; and every such Clerk of the Peace shall accordingly permit the same to be inspected, and Copies thereof and Extracts therefrom to be taken.

Deposited Plans, &c., to remain with Clerks of Peace.

12. The Company may cross on the Level all Turnpike and public Carriage Roads which by the Acts hereby repealed were authorized to be so crossed, and with the same Number of Lines of Rails, subject

Power to cross Roads on the Level.

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subject nevertheless to the Provisions of this Act with respect to level Crossings.

As to level Crossings.

13. The several Sections relating to level Crossings in Part I. of "The Railways Clauses Act, 1863," are hereby incorporated with this Act, and shall apply to all Turnpike and public Carriage Roads crossed on the Level by any Railway constructed under the Authority of any of the Acts hereby repealed: Provided always, that where under the Authority of any of the said Acts a Station only, and not a Lodge, has been erected at any such level Crossing, it shall not be obligatory upon the Company to erect a Lodge also at the same Crossing, so long as such Station shall be maintained.

Present Capital of the Company.

14. The Capital of the Company shall be One million two hundred and seventy-five thousand Pounds, herein-after called "present Capital," to which shall be added the Capital, if any, by any Act or Acts of the present Session of Parliament authorized to be raised by any of the dissolved Railway Companies, and which shall be subject to further Increase by the Creation of additional Capital as herein-after mentioned.

Present Capital to consist of certain Classes.

15. The present Capital shall consist of the following Classes and Amounts of Shares, and entitled as regards Preference Stocks to the preferential Dividends herein-after mentioned; (that is to say,)

| Name of Class of Capital. | Amount per Cent. per Annum of Preferential Dividends. | Amount of Stock or Shares. |
|--|---|----------------------------|
| | £ | £ |
| Oswestry Preference Capital as follows:— | | |
| (a) Stock issued under the Act of 1860 | - | £75,000 |
| (b) Stock issued under the Acts of 1855 & 1860 | - | 40,911 |
| Stock issued under the Acts of 1861 | - | 165,000 |
| Stock issued under the Act of 1863 | - | 200,000 |
| | | 480,911 |
| Llanidloes No. 1 Preference Capital | 5 | 480,911 |
| Llanidloes No. 2 Preference Capital, representing Llanidloes and Newtown Ordinary Capital | 5 | 85,000 |
| Machynlleth No. 1 Preference Capital | 5 | 60,000 |
| Machynlleth No. 2 Preference Capital, representing Newtown and Machynlleth Ordinary Capital | 5 | 110,000 |
| Ordinary Capital, No. 1, representing the Ordinary Capital of the Oswestry Company and the Whitchurch Companies respectively | 4 10s. | 80,000 |
| | | 459,089 |
| | | 1,275,000 |

Vesting Capital in old Proprietors.

16. Every Person and Corporation who, immediately before the passing of this Act, was entitled to any of the Preference Capital of the Oswestry Company of any Class, shall for such Preference Capital be

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be entitled to the same Amount of *Oswestry* Preference Capital of like Class; and every Person and Corporation who immediately before the passing of this Act was entitled to any Preference Capital of the *Llanidloes* Company, shall for such Preference Capital be entitled to the same Amount of *Llanidloes* No. 1 Preference Capital, and every Person and Corporation who immediately before the passing of this Act was entitled to any Ordinary Capital of the *Llanidloes* Company shall for such Ordinary Capital be entitled to the same Amount of *Llanidloes* No. 2 Preference Capital; and every Person and Corporation who immediately before the passing of this Act was entitled to any of the Preference Capital of the *Machynlleth* Company shall for such Capital be entitled to the same Amount of *Machynlleth* No. 1 Preference Capital; and every Person and Corporation who immediately before the passing of this Act was entitled to any of the Ordinary Capital of the *Machynlleth* Company, shall for such Capital be entitled to the same Amount of *Machynlleth* No. 2 Preference Capital; and every Person and Corporation who immediately before the passing of this Act was entitled to any Ordinary Capital of the *Oswestry and Newtown* Railway Company, or of the *Oswestry, Ellesmere, and Whitchurch* Railway Company, shall for such Ordinary Capital be entitled to the same Amount of Ordinary Capital No. 1, and such Capital respectively is hereby vested in such Persons and Corporations accordingly, subject and liable to the same Trusts, Powers, Provisions, Agreements, Charges, and Liabilities as the Capital for which it was so respectively vested was subject and liable to immediately before the passing of this Act, or would have become subject or liable to if this Act had not been passed, and so as to give effect to and not revoke any Will or Testamentary Disposition of or affecting any such Capital.

17. All Calls paid up, or Monies paid in advance of Calls in respect of any Shares created by any of the dissolved Companies prior to the passing of this Act, shall, after the passing thereof, be considered as paid up, or paid in advance, as the Case may be, in respect of the Shares by this Act vested in respect of the same Shares.

Amounts paid on Shares to be considered as paid up.

18. The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Payment of Subscriptions and the Means of enforcing Payment of Calls, and with respect to the Forfeiture of Shares for Nonpayment of Calls, shall be applicable with respect to any Shares in the Capital of the Company from Time to Time not fully paid up as if such Shares had been created under the Powers of this Act; and all Calls made by any of the dissolved Companies on any such Shares remaining unpaid at the Time of the passing of this Act, shall be considered as having been made by the Company at the respective Times when such Calls were respectively

Provisions of General Act for enforcing Payment of Calls, &c.

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made by the dissolved Companies respectively, and to have become due at the several Times when they respectively became due; but all Calls which the Company hereafter make in respect of such Shares shall be such, both with respect to Amount and Period of Payment as the dissolved Companies respectively might have made in respect thereof if this Act had not been passed.

Proceedings as to forfeiting, &c. Shares, to continue in force notwithstanding passing of Act.

19. All Acts done or Proceedings taken by the dissolved Companies, or any of them, or the Directors or Shareholders of them or any of them, with respect to the Surrender, Cancelling, Forfeiture, or Re-issue of Shares, shall have the same Force and Effect, with respect to the Shares thereby surrendered, cancelled, forfeited, or re-issued, or proposed or intended to be surrendered, cancelled, forfeited, or re-issued, as if this Act had not been passed, and the Company shall, with respect to all such Acts and Proceedings, be deemed identical with the dissolved Company to whose Capital the Shares surrendered, cancelled or forfeited, or proposed or intended so to be, belonged.

Priority of Classes of Capital.

20. The several Classes of the *Oswestry* Preference Capital shall, in accordance with the Priorities now subsisting between the several Classes of *Oswestry* Preference Capital be First Charges upon the Profits applicable to the Payment of Dividends derived from that Part of the Company's Railway and Property which prior to the passing of this Act constituted the Railway and Property of the *Oswestry and Newtown* Railway Company; and, subject and without Prejudice to the Rights of existing Mortgagees, the *Llanidloes* No. 1 Preference Capital shall be a First Charge upon the gross Receipts derived from that Part of the Company's Railway and Property which prior to the passing of this Act constituted the Railway and Property of the *Llanidloes and Newtown* Railway Company; and the *Llanidloes* No. 2 Preference Capital shall be a Second Charge upon such last-mentioned gross Receipts; and the *Machynlleth* No. 1 Preference Capital shall be a First Charge upon the gross Receipts derived from that Part of the Company's Railway and Property which prior to the passing of this Act constituted the Railway and Property of the *Newtown and Machynlleth* Railway Company; and the *Machynlleth* No. 2 Preference Capital shall be a Second Charge upon such last-mentioned gross Receipts; and those several Classes of Preference Capital shall together and as if they formed One Class of Preference Capital be a Charge upon the general Profits of the Undertaking applicable to the Payment of Dividends, subject only to the prior Charges on the Portions of those Profits herein-before mentioned; and afterwards the Ordinary Capital No. 1 shall be charged upon the general Profits applicable to the Payment of Dividends derived from those Parts of the Company's Railways and Property which prior to the passing of this Act constituted the Railways and Property

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Property of the *Oswestry, Llanidloes, Machynlleth, and Whitchurch* Companies, in this Act called "the *Oswestry Part*."

21. In order to the ascertaining of the gross Receipts derived from those several Parts of the Railways and Property of the Company respectively, the gross Receipts derived from the Company's Railways and Property shall be divided in equal Mileage Proportions between those several Parts thereof respectively, and to every Part thereof shall be attributed its respective Mileage Proportion of those gross Receipts.

Division of gross Receipts in Mileage Proportions.

22. If at any Time after the passing of this Act the Dividends on any of the said Classes of Preference Capital shall be in arrear and unpaid for the Space of Thirty Days after any of the Days fixed for Payment thereof, and Seven Days after Demand in Writing made by the Proprietors of the Capital or any of them so in arrear, it shall be lawful for the Proprietors to enforce Payment of the Dividends so in arrear by the Appointment of a Receiver, and such Receiver shall be appointed on the Application of any such Proprietor whose Dividend so in arrear shall amount to not less than One hundred Pounds, or any Number of such Proprietors whose Dividends so in arrear shall together amount to not less than One hundred Pounds in the same Manner and with the same Powers as a Receiver may be appointed under the Provisions of "The Companies Clauses Consolidation Act, 1845," for enforcing Payment of Arrears of Interest or Arrears of Principal and Interest due upon Mortgage; and when a Receiver is appointed the Company shall be bound to keep separate Accounts of the Revenues specially applicable to the Payment of Dividends upon each Class of Preference Shares.

Means of enforcing Payments of Dividends by Appointment of a Receiver.

23. Any Proprietor of Capital in the present Capital of the Company, whose Dividend shall be so in arrear as aforesaid, and whether an Application for a Receiver has or has not been made, may by Writing under his Hand require the Company to keep separate Accounts of the Revenues derived from the Part of the Company's Railway and Property upon which he has a separate Charge in respect of his Capital, and the Company shall thenceforth keep just and true separate Accounts of such Revenues accordingly.

Preference Shareholders whose Dividends are in arrear may require separate Accounts to be kept.

24. Every Proprietor of Capital in the present Capital of the Company, as well as any Receiver appointed under this Act, shall have Access to such Accounts at all reasonable Times, and shall be at liberty to make Copies thereof or Extracts therefrom; and the Company shall afford to such Proprietors and Receiver respectively full Means of testing the Correctness and Accuracy of such Accounts;

Access to Accounts.

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Accounts; but until such Default be made and the Company be so required to keep separate Accounts they shall not be bound to keep separate Accounts of the said Revenues.

Certificates
to be given.

25. The Company shall at the Request in Writing of the registered Proprietor of any Stock or Share in the present Capital of the Company, give to such Proprietor, free of Expense, a Certificate or Certificates in the Name of the Company of such Stock or Share, or of any Number of such Shares held by the same Proprietor; and until a Certificate of any such Stock or Share shall be given under this Act the Certificate of the Share represented by the same Share shall continue in force, and be available as a Certificate of the same Share.

Power to
raise
Capital by
Shares or
Stock.

26. The Company from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present, in person or by proxy, at any General Meeting convened with special Notice of the Purpose, may raise by the Creation of Ordinary or Preference Shares or Stock such additional Capital as they may think fit, not exceeding in the whole Thirty thousand Pounds, and may also raise any Capital which any of the dissolved Companies at the Time of the passing of this Act had Power to raise by the Creation of Shares or Stock and had not raised, and also any Capital which by any Act or Acts of the present Session the dissolved Companies, or any of them, are before or after the passing of this Act authorized to raise, in like Manner as the dissolved Companies are or may respectively be empowered or authorized to raise the same.

Shares or
Stock to
form Part
of general
Capital.

27. All Shares or Stock to be created by the Company under the Powers of or saved by this Act shall, subject to the Provisions of this Act, form Part of the general Capital of the Company.

Shares not
to issue
until One
Fifth paid
up.

28. It shall not be lawful for the Company to issue any Share for raising any Part of the additional Capital by this Act authorized, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Power to
borrow on
Mortgage.

29. The Company may from Time to Time borrow on Mortgage such Sums as they think fit, not exceeding in the whole Ten thousand Pounds, exclusive of Sums due on Mortgage by the dissolved Companies, but no Part of that Money shall be borrowed until the whole of the said additional Capital of Thirty thousand Pounds shall have been *bonâ fide* subscribed for and issued, and One Half of the Amount so subscribed for or taken is actually paid up, nor until the Company shall have proved to the Justice who is to certify under the Fortieth

Section

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Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the said additional Capital of Thirty thousand Pounds, except as aforesaid, has been subscribed for *bonâ fide* and issued, and that not less than One Fifth of the Amount of each Share was paid on Issue of the same, and that all such Shares are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Proofs having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

30. All Mortgages granted by any of the dissolved Companies before the passing of this Act, shall, as regards the Undertaking and Property comprised in and assigned by such Mortgages, have Priority over all Mortgages granted by virtue of this Act; and all Mortgages granted by the Company in exercise of any of the Powers originally conferred on the dissolved Companies respectively, shall, as regards the Undertaking and Property comprised therein respectively, have Priority over all other Mortgages granted by the Company under this Act. Priority of existing Mortgages.

31. The Company may create and issue Debenture Stock. Debenture Stock.

32. All Money raised under the Powers of this Act by the Creation of new Shares or Stock, or on Mortgage, shall be applied only to Purposes of the Undertaking of the Company. Application of Money raised under Act.

33. It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares or by the Exercise of any Power of borrowing, to pay to any Shareholder any Interest or Dividend on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided, that nothing herein contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained. Interest not to be paid on Calls paid up.

34. It shall not be lawful for the Company, out of any Money by this Act or any other Acts relating to the Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament in force for the Time being, 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 Railway, or execute any other Work or Undertaking. Deposits for future Bills not to be paid out of Capital.

[*local.*]

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35. The

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First and
Ordinary
Meetings of
Company.

35. The First Ordinary Meeting of the Company shall be held within One Month after the passing of this Act, and the subsequent Ordinary Meetings shall be held in *February* and *August* in every Year, or at such other Times as a General Meeting of the Company may from Time to Time determine, and the General Meetings shall be held at such Places as the Directors from Time to Time appoint.

Proprietors
of Class B.
Stock to
be entitled
to vote.

36. The Proprietors of the Class B. Stock, but not of any other Class of Preference Stock, shall be entitled to vote at Meetings of the Company in like Manner as Proprietors of Ordinary Stock.

Quorum.

37. The Quorum of a General Meeting of the Company shall be Ten Shareholders present, in person or by proxy, holding not less than One hundred thousand Pounds in the Capital of the Company.

Number and
Qualifica-
tion of
Directors.

38. The Number of Directors of the Company at and after the First Ordinary Meeting after the passing of this Act shall be Twelve, and the Qualification for the Office of Director shall be the Possession in his own Right of Shares or Stock to the nominal Amount of Five hundred Pounds.

Number of
Directors
may be
reduced or
increased.

39. The Company from Time to Time may reduce or increase the Number of Directors so that the Number, when reduced, be not less than Six, or when increased be not more than Twelve, and may determine the Order in which the reduced or increased Number shall retire from Office.

Quorum of
Meeting of
Directors.

40. The Quorum of a Meeting of the Directors shall be Three, and the Quorum of a Committee of Directors shall be so many as the Directors at the Time of appointing the Committee may determine.

First
Directors.

41. The First Directors shall be the several Persons who, at the Time of the passing of this Act, are the respective Directors of the Four dissolved Companies.

Retirement
of Directors.

42. The First Directors shall continue in Office until the First Ordinary Meeting of the Company, and at that Meeting the Shareholders present, in person or by proxy, may either continue in Office the First Directors, or any of them, or elect other Directors to supply the Place of those who are not so continued in Office, the retiring Directors being, if qualified, re-eligible, but so that the whole Number shall not exceed the prescribed Number.

43. At

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43. At the First Ordinary Meeting to be held in the Year One thousand eight hundred and sixty-five, and at the First Ordinary Meeting in every subsequent Year, the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by that Act.

Subsequent
election of
Directors.

44. The Newspaper for Advertisements relating to the Affairs of the Company shall be any Newspaper published or circulating in the County of *Salop* or *Montgomery*.

Newspaper
for Adver-
tisements.

45. The Company may raise, by the Creation of new Shares or Stock, all such Sums of Money as any amalgamating Company had Power to raise by the Creation of Shares or Stock, but for which no Shares or Stock had been created and issued, or, having been created and issued, had been subsequently surrendered or cancelled.

Company
may raise
Capital
which amal-
gamating
Company
had Power
to raise,
but had not
raised.

46. It shall be lawful for the Company to demand any Tolls for the Use of the Railway, not exceeding the following; (that is to say,)

Tonnage on
Articles,
Merchan-
dise, and
Tolls for
Passengers
and Cattle.

1. In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows:

For all Coals, Stones for building, pitching, and paving, Dung, Compost, and all Sorts of Manure, Lime and Limestone, Clay, Sand, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Coke, Culm, Charcoal, and Cinders, all Bricks, Tiles, Slates, Ironstone and Iron Ore, Copper Ore, Tin Ore, Manganese, and all other Ores and Minerals, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per Ton per Mile* not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber and Deals, Copper, Tin, Lead, and other Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* not exceeding

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exceeding Twopence ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding Three Farthings :

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per Ton per Mile* not exceeding Threepence ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny :

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per Mile* not exceeding Sixpence ;

And a further Sum of One Penny Halfpenny *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh :

Tolls for
Passengers
and Cattle.

2. In respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows :

For any Person conveyed in or upon any such Carriage *per Mile* not exceeding Twopence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Penny :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per Mile* not exceeding Threepence ; and for every Ox, Cow, Bull, or Neat Cattle, *per Mile* not exceeding Twopence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Penny :

For every Calf or Pig, *per Mile* not exceeding One Penny ; and for every Sheep, Lamb, or other small Animal, *per Mile* not exceeding Three Farthings ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Farthing.

Tolls for
propelling
Power.

47. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny *per Mile* for each Passenger or Animal or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations
as to Tolls.

The following Provisions and Regulations shall be applicable to the fixing of such Tolls ; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles :

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Merchandise or Minerals, or for Animals, for such Fraction in proportion to the Number of Quarters of a Mile contained therein ; and if there

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there be a Fraction of a Quarter of a Mile, such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction; and if there be a Fraction of a Quarter of a Ton, such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

48. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

Maximum Rates of Charges for Passengers.

For every Passenger conveyed in a First-class Carriage, the Sum of Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny *per* Mile.

49. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rate of Charge to be made by the Company, including the Tolls for the Use of the Railway and Waggon or Trucks, and locomotive Power, and every Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods,) and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following Sums:

For Cattle, Goods, &c.

For every Horse or other Beast of Draught or Burden, before classed with Horses, the Sum of Fourpence *per* Mile:

For every Ox, Cow, Bull, or Cattle, the Sum of Twopence *per* Head *per* Mile:

For every Calf or Pig, One Penny *per* Mile:

For Sheep and small Animals, Three Farthings each *per* Mile:

For every Carriage, the Sum of Sixpence *per* Mile:

[*Local.*]

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For

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For Coals and other Articles herein-before classed therewith, the Sum of One Penny Halfpenny *per Ton per Mile* :

For Coke, Ores, Minerals, and other Articles herein-before classed therewith, the Sum of Twopence *per Mile* :

For Sugar and other Articles herein-before classed therewith, the Sum of Threepence *per Ton per Mile* :

For Cotton and other Goods and Articles herein-before classed therewith, the Sum of Fourpence *per Ton per Mile*.

The fore-
going
Charges not
to apply
to Special
Trains.

50. The Restrictions as to Tolls and Charges to be made for Passengers and Articles herein-before mentioned shall not extend to any Special or Extra Train that may be required to be run on the Railway, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Definition
of Terminal
Station.

51. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Goods, or are not directed to be delivered thereat to the Consignee.

Tolls for
small Parcels
and single
Articles
of great
Weight.

52. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the following; (that is to say,)

For the Carriage of small Parcels on the Railway or on any Part thereof, as follows :

For any Parcel not exceeding Seven Pounds in Weight, Fourpence;

For any Parcel exceeding Seven Pounds in Weight but not exceeding Fourteen Pounds in Weight, Sixpence ;

For any Parcel exceeding Fourteen Pounds in Weight but not exceeding Twenty-eight Pounds in Weight, Eightpence ;

And for any Parcel exceeding Twenty-eight Pounds in Weight but not exceeding Fifty-six Pounds in Weight, Tenpence ;

And for Parcels exceeding Fifty-six Pounds in Weight but not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they think fit :

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages.

For the Carriage of any One Boiler, Cylinder, Bob, or single Piece of Machinery, or single Piece of Timber, or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons, but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per Ton per Mile* ;

For

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For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article the Weight of which, with the Carriage, shall not exceed Eight Tons, the Company may demand such Sum as they think fit.

53. Nothing herein contained shall be held to prevent the Company from taking any increased Charge over and above the Charges herein-before limited for the Conveyance of Goods of any Description by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance of such Goods, except small Parcels by Passenger Trains, or by reason of any other special Service performed by the Company in relation to such Goods.

Company to take increased Charges by Agreement.

54. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for each First-class Passenger, One hundred Pounds in Weight for each Second-class Passenger, and Sixty Pounds in Weight for each Third-class Passenger, without any Charge being made for the Carriage thereof.

Passengers Luggage.

55. Subject to the Provisions of this Act, the Company and the Two Companies, or either of them, may from Time to Time make and carry into effect Agreements with one another with respect to all or any of the following Matters; (that is to say,)

Power for Companies to make Agreements.

The Maintenance, Repair, running over, Use, Working, and Management by all or any of the Parties to the Agreement of the Railways and Works belonging to the Parties to the Agreement or any of them:

The working of the Traffic thereon:

The Collection, Interchange, Transfer, Transmission, Conveyance, Delivery, and general Conduct of Traffic from, to, and over all or any of such Railways and Works, or any Parts or Part thereof respectively:

The Supply of any Rolling Stock for the Purposes aforesaid:

The Cost and Expense of such Maintenance, Repairs, Use, working, Management, and Rolling or Working Stock:

The fixing, collecting, taking, and levying of the Tolls, Rates, and Charges in respect of such Traffic:

The Division and Apportionment amongst the Parties to the Agreement of all or any Tolls, Rates, Duties, Charges, Revenues, or Receipts of them or any of them:

The Payment of any Rent or other Consideration to be paid by any of the Parties to the Agreement to the other or others of them in respect of any such Repairs, Maintenance, Use, Working, Management, and Rolling Stock, or otherwise:

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The Apportionment and Division of any such Rent or other Consideration as aforesaid:

And all such Agreements shall be Working Agreements, within the Meaning of "The Railways Clauses Act, 1863," and Part III. of that Act shall be applicable thereto accordingly.

Traffic
Facilities for
Company
and Mid
Wales Com-
pany.

56. The Company and the *Mid Wales* Railway Company shall establish and at all Times maintain and afford to each other all Facilities proper and sufficient for a full and free Interchange of all Traffic, with such an Arrangement of Trains between the several Stations on or connected with their respective Railways, and from Time to Time open, and with such Modifications, if any, from Time to Time, of the Facilities as Circumstances require, and so that the Facilities shall at all Times, after the Time of the opening for public Traffic of the Main Line of the *Mid Wales* Railway, be proper and sufficient for the due Conduct of all Traffic.

Mutual
Through
Fares and
Rates,
and Through
Booking
and In-
voicing for
Company
and Mid
Wales Com-
pany.

57. The Company and the *Mid Wales* Railway Company shall respectively have the Right to establish and at all Times maintain at and between all Stations from Time to Time open on the Company's Railways, and all Stations from Time to Time open on the *Mid Wales* Company's Railways, a complete System of Through Fares and Rates, and Through Booking and Invoicing, and a mutual Interchange of Rolling Stock, except Locomotive Engines, for all Traffic of the Company and the *Mid Wales* Railway Company respectively, and also for all Traffic from, or destined for, any Railway or Railways over which the Company or the *Mid Wales* Railway Company have Running or other Powers, or with which the Railways of the Company or of the *Mid Wales* Railway Company are in connexion or communication, together with Accommodation at all Stations on the Lines of the Company and of the *Mid Wales* Railway Company respectively, including Use of Station Staff; and the Facilities and Accommodation aforesaid shall be subject to such Modifications, if any, from Time to Time, of the System as Circumstances require, and so that the System shall, at all Times, after the Time of the opening for public Traffic of the Main Line of the *Mid Wales* Railway, be proper and sufficient for the due Conduct of all Traffic: Provided always, that this Enactment shall not in any way prejudice or affect the Rights of the *Aberystwith and Welsh Coast* Railway Company.

Regulations
respecting
Through
Fares and
Rates and
Charges.

58. The following Regulations shall have effect with respect to the Through Fares and Rates, and the Charges to be taken by the Company and the *Mid Wales* Railway Company respectively, for all Through Traffic; (that is to say,)

(A.) Each of the Two Companies may and shall from Time to Time fix the Fares and Rates and the Charges to be taken

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taken for all Through Traffic which will be handled by that Company before it is handled by the other Company :

- (B.) The Through Rates to be so fixed shall include the Terminal Charges for the respective Through Traffic, if any Terminal Charges are due :
- (C.) Each of the Two Companies from Time to Time so fixing any Through Fares and Rates and Charges shall, at least Twenty-one Days before the same come into operation give detailed Notice in Writing thereof to the other Company :
- (D.) The Through Fares and Rates made to any Place not immediately on any of the Railways shall be made to the Place, but the Distance coached or carted over between the Station on or connected with any of the Railways which is nearest to the Place and the Place shall not be reckoned as Mileage, but the Cost of the Coaching or Cartage shall be covered by Terminal Allowance :
- (E.) The Terminal Charges and Allowances (being Terminal Charges allowed by their Acts), for all Through Traffic shall be such Terminal Charges and Allowances as the Two Companies from Time to Time agree on, or as, failing their Agreement, are determined by the Regulations from Time to Time in force of the Railways Clearing House, or, where they do not apply, are determined by Arbitration :
- (F.) Out of the gross Receipts of the Two Companies respectively, in respect of the Through Fares and Rates and the Charges, there shall be allowed in the first instance to the Two Companies respectively, the Government Duty on Passengers, a due Allowance for Rolling Stock, and their respective Terminal and other Charges and Allowances in accordance with these Regulations :
- (G.) The Balance of those gross Receipts shall be divided monthly between the Two Companies in due Mileage Proportion to the Lengths of their respective Railways over which the Through Traffic is carried :
- (H.) The Two Companies respectively at all Times shall keep all proper and sufficient Accounts and Vouchers relating to the Through Traffic and the Through Fares and Rates, and the Charges ; and shall afford to each other all reasonable Facilities for the Inspection and Transcription thereof ; and shall render to each other monthly Statements thereof ; and when reasonably required shall duly vouch the same :
- (I.) The Balance of the Accounts for every Month shall be settled and discharged at the End of Fourteen Days after the respective Month :

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Provided always, that the Powers by this Act conferred shall not be used so as to divert any Traffic from the shortest Route afforded by the Railway of the Company and any Line in connexion therewith.

Arbitration
between
Company
and Mid
Wales
Railway
Company.

59. If and whenever any Difference or Question arises between the Company and the *Mid Wales* Railway Company, with respect to the Fares, Rates, and Charges to be taken for all Through Traffic, or with respect to any of the Rights and Powers of the *Mid Wales* Railway Company under this Act, or the Obligations in that Behalf of the Company, or the carrying into effect of any of the Provisions of this Act in which the Two Companies respectively are interested, or any Claim or Demand of either of the Two Companies arising on or out of any of those Provisions, or touching any of the Subject Matters of any of those Provisions, the Difference or Question, as well as every Matter in which the Two Companies respectively are interested, or which by any of those Provisions is not conclusively determined, shall and at the Instance of either of the Two Companies, may be referred to the Arbitration of and determined by a single Arbitrator, in accordance with "The Railway Companies Arbitration Act, 1859;" and the single Arbitrator, if not agreed on by the Two Companies, shall be a competent and impartial Person to be on their or either of their Application from Time to Time named for the Purpose by the Board of Trade. In case either of the Two Companies refuse or neglect to perform, observe, and conform to any Award or Decision under any such Arbitration, they shall forfeit and pay to the other of them any Sum to be affixed by such Award, but not exceeding Fifty Pounds for every such Refusal or Neglect, and any Sum to be fixed by such Award, but not exceeding Twenty Pounds, for every Day during which such Refusal or Neglect shall continue. In the event of any Arbitrator deciding that either of the Two Companies are not, as regards the other of them or its Traffic, duly affording the Facilities, or carrying out the Provisions in this Act granted and contained with reference to Traffic in accordance with the full Spirit and Intention of those Provisions respectively, the Company so failing to afford such Facilities, or to carry out such Provisions, shall thenceforth permit the other Company to run with their Engines and Carriages of every Description over the Railways of the Company so failing, or any Part thereof, and to use the Stations, Watering Places, Water Sidings, and all other necessary Accommodation in connexion therewith belonging to the Company so failing, on Payment of Seventy-five Pounds *per Cent.* of the gross Receipts (after deducting Government Duty) and the usual Clearing House, Station to Station, or carted Terminals thereby earned by such other Company in respect of the Distance traversed by their Trains so running over the Railway.

60. If

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60. If and whenever after the passing of this Act the Company shall by virtue of any Agreement have the Management of the *Mid Wales* Railway, then the Management of the Joint Line and Station authorized by "The *Llanidloes and Newtown (Mid Wales and Manchester and Milford)* Railway Act, 1862," shall be vested in the Company and the *Manchester and Milford* Railway Company jointly, and all the Powers and Provisions of the said Act in reference to the said Joint Line and Station which might be exercised by the Three Companies jointly shall be exercised by the Company and the *Manchester and Milford* Railway Company jointly.

As to Joint Line and Station at Llanidloes.

61. The Company and the *Manchester and Milford* Railway Company shall from Time to Time afford to each other all reasonable and proper Facilities by Through Booking and Invoices, the running on of Carriages and Waggon, and otherwise for the Transmission of and shall transmit on their respective Railways or any Parts thereof any Traffic which, having passed over the Railways or any Part of the Railways of One of those Companies, is from Time to Time tendered to the other Company for Transmission on their Railways, and also all Traffic which is from Time to Time tendered to One of those Companies for Transmission on their Railways or any Part thereof for the Purpose of being afterwards conveyed on the Railways or any Part of the Railways of the other Company.

Provision for facilitating the Traffic of the Milford Company.

62. All such Facilities for the Transmission of Traffic shall be afforded by the Two Companies respectively, subject to such Rules and Regulations and on Payment of such Tolls, Rates, Fares, and Charges, not being in any Case greater than those for the Time being made by either of the Two Companies against other Parties for the like Traffic as the Two Companies from Time to Time agree upon, or failing Agreement as shall be settled by Arbitration; and if Complaints shall be made to the Court of Common Pleas that either of the Companies are acting in contravention of the Provisions contained in this and the last preceding Section, it shall be lawful for the said Court to take all Proceedings and to make all such Inquiries into the Reasonableness of such Complaints and to enforce all such Orders against the Company as might have been made if this Enactment had been contained in "The Railway and Canal Traffic Regulation Act, 1854."

Terms upon which Facilities are to be afforded.

63. All Matters in difference between the Company and the *Manchester and Milford* Railway Company by this Act directed to be settled by Arbitration, or as to the Construction or Effect of the preceding Enactments, or the Performance or Observance or Non-performance or Non-observance of any of the Provisions thereof shall, except so far as relates to Complaints made to the Court of Common Pleas,

Provision for Arbitration.

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Pleas, as and when the same arise be referred to and determined by Arbitration in the Manner provided by "The Railway Companies Arbitration Act, 1859," and as if the Two Companies had agreed to refer the same to Arbitration in accordance with that Act, and the Arbitrator or (as the Case may be) the Arbitrators and Umpire shall be at liberty to make Awards from Time to Time on any Part of the Matters referred to him or them.

Saving
Rights of
the Milford
Railway
Company.

64. Except as in this Act otherwise expressly provided, nothing in this Act contained shall in anywise alter, prejudice, affect, diminish, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in and belonging to the *Manchester and Milford Railway Company* under and by virtue of "The *Llanidloes and Newtown (Mid Wales and Manchester and Milford)* Railway Act, 1862," or under and by virtue of any other Act or Acts of Parliament affecting the *Manchester and Milford Railway Company*.

Mutual
Facilities for
Transmis-
sion of
Traffic on
Railways of
Company
and Great
Western
Railway
Company.

65. In order to facilitate the Transmission of Traffic coming to or from the Railways of the *Great Western Railway Company*, the *Great Western Railway Company* (subject as herein-after provided) shall for the Purposes of all Traffic whatever, whether Passengers, Cattle, Goods, Minerals, or other Things, from Time to Time and at all Times hereafter, have the Right to book and invoice through from any Station or Place on their Railway to any Station or Place on the Railways of the Company by way of *Oswestry* or *Welchpool*; and the Company shall, for and in respect of all Traffic of the *Great Western Railway Company*, at all Times afford to and for that Company all needful Accommodations, Facilities, and Conveniences at and over the Railways of the Company, or any Part thereof, and at the Stations, Works, and Conveniences thereon, by the Trains of the Company and by Through Booking and Invoicing, Through Rates, and, so far as reasonably may be, Through Waggons and Carriages, and shall at all Times and in all respects conduct, forward, and carry on and accommodate all such Traffic on equal Terms with and as well as if it were their own proper Traffic: Provided always, that the Company shall not be required to afford any such Facilities or be otherwise bound by the Provisions of this Section, except on One Month's Notice in Writing from the *Great Western Railway Company* of their Intention to afford, and unless and until and so long only as the *Great Western Railway Company* shall afford, the like Accommodations, Facilities, and Conveniences for the Traffic of the Company on, at, and over the *Great Western Railway*, and at all Stations, Works, and Conveniences connected therewith, and the Rates and other Sums to be charged by the Company to the *Great Western Railway Company*, and by the *Great Western Railway Company* to the Company respectively shall be agreed upon between such Companies; and,
failing

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failing Agreement, shall be settled from Time to Time by Arbitration in the Manner provided for the Settlement of Disputes by Arbitration by "The Railway Companies Arbitration Act, 1859," and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; and either of the said Companies who shall refuse or neglect to perform or observe and conform to any Decision given or Regulation made by any such Arbitrator in the Premises, shall forfeit and pay to such Person or Company, as the Arbitrator shall determine, any Sum not exceeding Fifty Pounds for any such Refusal or Neglect, and Twenty Pounds for every Day during which such Refusal or Neglect shall continue.

66. Nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, Privileges, or Authorities of the *Aberystwith and Welsh Coast* Railway Company.

Saving
Rights of
Aberystwith
and Welsh
Coast
Company.

67. This Act, or anything therein contained, shall not exempt any of the Railways to which this Act relates from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by this or any of the recited Acts.

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

68. All the 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.

Expenses
Act.

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The FIRST SCHEDULE.

ACTS repealed by the foregoing Act, save as to Sections and Provisions set forth in the Second Schedule thereto.

| Year and Chapter. | The Short Titles by which the Acts have hitherto been called. |
|---|--|
| <i>Acts relating to the Oswestry Company.</i> | |
| 18th and 19th Vict., Ch. 86. | The Oswestry, Welchpool, and Newtown Railway Act, 1855. |
| 23rd and 24th Vict., Ch. 101. | The Oswestry and Newtown Railway Act, 1860. |
| 23rd and 24th Vict., Ch. 139. | The Oswestry and Newtown Railway (Porthywaen Branch) Act, 1860. |
| 24th and 25th Vict., Ch. 17. | The Oswestry and Newtown Railway (Llanfyllin and Kerry Branches) Act, 1861. |
| <i>Acts relating to the Llanidloes Company.</i> | |
| 16th and 17th Vict., Ch. 143. | The Llanidloes and Newtown Railway Act, 1853. |
| 19th Vict., Ch. 22. | The Llanidloes and Newtown Railway Deviations Act, 1856. |
| 22nd and 23rd Vict., Ch. 30. | The Llanidloes and Newtown Railway (Canal Extension) Act, 1859. |
| 24th and 25th Vict., Ch. 90. | The Llanidloes and Newtown Railway Act, 1861. |
| 25th and 26th Vict., Ch. 142. | The Llanidloes and Newtown (Mid Wales and Manchester and Mitford) Railway Act, 1862. |
| <i>Act relating to the Machynlleth Company.</i> | |
| 20th and 21st Vict., Ch. 106. | The Newtown and Machynlleth Railway Act, 1857. |
| <i>Acts relating to the Ellesmere Company.</i> | |
| 24th and 25th Vict., Ch. 223. | The Oswestry, Ellesmere, and Whitchurch Railway Act, 1861. |
| 25th and 26th Vict., Ch. 218. | The Oswestry, Ellesmere, and Whitchurch Railway (Extension) Act, 1862. |

The Cambrian Railways Act, 1864.

The SECOND SCHEDULE.

SECTIONS of ACTS specified in the First Schedule which are not repealed by the foregoing Act.

Sections of Oswestry, Welchpool, and Newtown Railway Act, 1855, 18 and 19 Vict., Cap. 86.

Section 16.

The Owner for the Time being of Powis Castle in the County of Montgomery may from Time to Time, by Writing under his Hand or under the Hand of his Guardian if such Owner be a Minor, appoint One Person, being qualified by the Possession of the aforesaid Number of Shares, to act as a Director, in addition to the Directors appointed by the Company, and may from Time to Time in like Manner remove from Office any Director so appointed, and appoint another Person to act as a Director in his Stead, or in the Stead of any Director previously appointed by such Owner who may have died or resigned his Office, and any Person so appointed shall continue to be a Director until he shall be removed in manner aforesaid, or shall die or resign his Office: Provided always, that when and so often as the Power of appointing a Director, in pursuance of this present Enactment, is vested in One Person only (being a Male), it shall be lawful for such Person, if duly qualified as aforesaid, to appoint himself, and when and so often as such Power is for the Time being vested in Two or more Persons, it shall be lawful for them to appoint One of themselves (being a Male and duly qualified as aforesaid) as such Director: Provided also, that if at any Time there shall not be any Person appointed or capable of acting as a Director, in pursuance of this present Enactment, the Powers of the other Directors shall be in nowise affected thereby.

Power to the Owner for the Time being of Powis Castle to appoint a Director.

Section 24.

The Company may purchase by Agreement and may hold Lands for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," but the Quantity of Land so to be purchased shall not exceed Twenty-five Acres.

Lands for extraordinary Purposes.

Section 28.

It shall not be lawful for the Company to construct any Work hereby or otherwise authorized to be made in, over, under, or across any navigable Water without the previous Consent of the Lord High Admiral of the United Kingdom of Great Britain and Ireland, or the Commissioners for executing the Office of Lord High Admiral aforesaid for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plan and under such Restrictions and Regulations as the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, may approve, such Approval being signified as last aforesaid; and where any such Work shall have been constructed it shall not be lawful for the Company at any Time to alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consent or Approval;

No Works to be commenced across any River or navigable Water without the Consent of the Admiralty.

The Cambrian Railways Act, 1864.

Approval; and if any such Work shall be commenced or completed, or be altered or extended, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit.

Section 29.

Admiralty may order a local Survey at Expense of Company.

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

Section 30.

If Works across any navigable Water fall into Disuse or Decay, Admiralty may remove or restore the same.

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

Section 31.

As to Communications with the Great Western Railway.

The Communications of the Railway with the Oswestry Branch of the Great Western Railway shall be made at the Points shown in that Behalf on the Plans deposited for the Purposes of this Act or within the Limits of Deviation shown thereon, and not at any other Point without the Consent of the Great Western Railway Company under their Common Seal; and all such Communications shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid at the Place and in the Manner from Time to Time most approved by and to the entire Satisfaction of the Engineer of the Great Western Railway Company.

Section 32.

Cost and Approval of Communications with Great Western Railway.

The Expense of the Communications with the Oswestry Branch of the Great Western Railway and of all necessary Openings in the Rails thereof, and of all other Works from Time to Time requisite for altering, amending, repairing, and maintaining such Communications, Rails, and Points, and of regulating and adjusting the same, shall be borne and paid by the Company; and all such Communications, Openings, and other Works shall be made and done and from Time to Time be altered, amended, repaired, and maintained at the Cost of the Company to the entire Satisfaction of the Engineer of the Great Western Railway Company, and in every Case in such Manner and by such Means as shall not in anywise prejudice the said Oswestry Branch of the Great Western Railway

The Cambrian Railways Act, 1864.

Railway or impede or interfere with the free, uninterrupted, and safe Passage along that Railway.

Section 33.

Provided always, That the Company shall not, without the Consent of the Great Western Railway Company under their Common Seal, either permanently or temporarily enter upon, take, or use any of the Land or Property of that Company, or which they have Power to take or use, or in any Manner alter or use, or in any Manner alter or interfere with the Oswestry Branch of the Great Western Railway or any of the Works appertaining thereto, save only such as may be necessary for the Purpose of effecting the Junctions therewith by this Act authorized.

Consent of Great Western Railway to take their Land.

Section 34.

Provided always, That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, diminish, alter, or prejudice any of the Rights, Privileges, Powers, or Authorities of the Great Western Railway Company.

Saving Rights of the Great Western Railway Company.

Section 35.

Whereas in consequence of the Construction of the Railway it may be necessary to alter or interfere with a certain Bridge called Millbrook Bridge, recently erected by the Justices of the Peace for the County of Montgomery, and it is expedient to provide as herein-after mentioned with respect to the future Repair and Maintenance of the said Bridge by the Company in the event of the Railway being made so as to interfere with the same: Therefore, if the Railway shall be made within the Distance of Thirty Yards of any Portion of the said Bridge, then and in such Case the Company shall and they are hereby required to complete and metal in a substantial Manner the Approaches to the said Bridge for a Distance of One hundred Yards on either Side thereof, and shall for ever thereafter maintain the said Bridge and Approaches in good Repair and Condition.

Provision with respect to Millbrook Bridge.

Section 36.

And whereas the Railway is intended to be carried over the said Canal of the Shropshire Union Railways and Canal Company in the Parish of Llanymynech, and it is expedient to provide against Injury or Obstruction being occasioned by means of the Railway to the Canal or the free Navigation thereof: Therefore, except as is by this Act expressly provided, this Act or anything therein shall not authorize any Alteration of the Line or Level of the Canal or Towing-path, Works, or Conveniences connected therewith, or any Obstruction of the Navigation of the Canal, or any diverting or impeding of any of the Waters therein or which may supply the Canal, or any Deviation from the Course or Direction of the Railway as delineated on the deposited Plan, by which Deviation any of the Locks, Side Ponds, Towing-paths, Bridges, Banks, Feeders, or other Works of the Canal would be taken, damaged, or interfered with, without the previous Consent of the Shropshire Union Railways and Canal Company in Writing, signed by the Secretary or Two of the Directors thereof.

Protection of the Canal.

Section 37.

The Company shall, in carrying the Railway over the Canal, to the Satisfaction of the Shropshire Union Railways and Canal Company's Engineer, make,

As to Bridge over Canal.

[Local.]

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and

The Cambrian Railways Act, 1864.

and shall at all Times thereafter maintain and keep in perfect Repair, a good and substantial Bridge over the Canal and the Towing-path thereto, with proper Approaches to the Bridge, and the Soffit of the Bridge shall, at the Centre of the Waterway, be at least Eight Feet above the Top-water Level of the Canal, and no Part of the Arch over the said Canal and Towing-path shall be less than Eight Feet above the Top-water Level, and the Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening throughout of that Height, and the Company shall at all Times during the making of the Bridge, and of all Repairs or Renewals thereof, leave an open and uninterrupted navigable Waterway in the Canal of not less than Twenty Feet in Width and Ten Feet in Height in every Part, and shall, before putting in the Foundation Walls of the Abutments of the Bridge, provide for such Waterway, and also a sufficient and convenient Towing-path along the same, to the Satisfaction of the Shropshire Union Railways and Canal Company's Engineer: Provided always, that the Time employed in making the said Bridge and all the Works thereof which may affect the Towing-path and Navigation, shall not exceed Twenty-eight Days: Provided also, that the present Towing-path shall not be disturbed until a new and permanent Towing-path be provided as aforesaid with proper Wall, the Ground made good and properly gravelled, and open for the free Passage of Horses under the Bridge to the Satisfaction of such Engineer: Provided also, that all Repairs or Renewals of the Bridge shall be made without any unnecessary Delay during the Progress thereof: Provided also, that before the Commencement of any such Repairs or Renewal, Notice thereof in Writing, stating the Nature thereof and the Time of commencing the same, shall be given by the Company to the Shropshire Union Railways and Canal Company, and that such Notice shall be given not less than Fourteen Days before such Commencement, unless the Public Security, or the Safety of the Railway or of the Canal, or the Works thereof respectively, require such Repairs or Renewal to be made without Delay.

Section 38.

In case of
Obstruction to
the Canal.

Except in Cases of inevitable Accident, if in the Execution of the Works by this Act authorized, or by reason of the Want of Repair of any such Works, or of the said Bridge over the Canal, or of any of the Slopes, Banks, or Walls of the Railway near the Canal, the Canal or its Towing-path be obstructed, and Boats or other Vessels navigating or using the Canal be stopped or impeded in their Passage along the same, or the Towing or Haulage be interfered with, or if the navigable Waterway and Towing-path by this Act required to be preserved be at any Time contracted to a less Width than is by this Act prescribed, or the Towing-path be disturbed contrary to the Provisions of this Act, then and in any such Case the Company shall pay to the Shropshire Union Railways and Canal Company Fifty Pounds for every Day during which any such Occurrence continues: Provided also, that if such Obstruction continue beyond Seventy consecutive Hours, or be occasioned by any wilful Act of any Person employed by or acting under the Company, the Company shall pay to the Shropshire Union Railways and Canal Company an additional Sum of Thirty Pounds for every Day after such Seventy Hours during which the Obstruction continues: Provided also, that every such Sum, if not paid on Demand, may be recovered by the Shropshire Union Railways and Canal Company in any Court of competent Jurisdiction.

Section

The Cambrian Railways Act, 1864.

Section 39.

If the Bridge over the said Canal or the Towing-path Walls under the said Bridge, or the several Approaches, Side Slopes, or Banks of the Railway next to the Canal, or any of them, or any Part thereof, shall be constructed otherwise than is authorized by this Act, or be not at all Times kept in good Repair, the Shropshire Union Railways and Canal Company from Time to Time may remove or alter the same, and do all requisite and proper Repairs, and may recover the Amount of their Expenses in that Behalf from the Company in any Court of competent Jurisdiction.

Repair of
Bridge, &c.

Section 40.

Provided always, That nothing in this Act shall prevent the Shropshire Union Railways and Canal Company from recovering against the Company any special Damage sustained by them on account of any Acts or Defaults of the Company, in respect of which any Penalty is by this Act imposed beyond the Amount of such Penalty, but they may sue for and recover such special Damages accordingly: Provided also, that in every Case where any Penalty imposed by this Act is paid by the Company, and they are sued for special Damage in respect of the Matter for which the Penalty was paid, the Penalty shall be deemed a Payment on account of such special Damage, and the Amount so paid shall be deducted from the Amount of Damages recovered for the same Matter, and if the Amount of Damages so recovered shall not exceed the Sum so paid, then Judgment shall be given for the Company; provided also, that no Proceeding shall be maintainable by the Shropshire Union Railways and Canal Company against the Company for the Recovery of any Penalty after Judgment obtained by them for any special Damage in respect of the Matter in respect of which such Penalty would have been recoverable.

Nothing in
this Act to
prevent Shrop-
shire Union
Railways and
Canal Com-
pany from re-
covering for
any Special
Damage.

Section 41.

Nothing in this Act shall authorize the Company, either permanently or temporarily, to enter upon, take, or use any of the Land, Canal, Works, or Property of the Shropshire Union Railways and Canal Company, or in any Manner to alter or interfere with the Canal or the Works connected therewith, except for the Purpose of making, repairing, or renewing the Bridge as by this Act provided and the Works connected therewith, or, except as aforesaid, shall take away, lessen, prejudice, or alter any of the Rights, Privileges, Powers, or Authorities of the Shropshire Union Railways and Canal Company, but all their Rights, Privileges, Powers, and Authorities under the several Acts of Parliament relating thereto or otherwise, are by this Act, and subject to the Provisions thereof, expressly saved and reserved.

Saving Rights
of the Shrop-
shire Union
Railways and
Canal Com-
pany.

Section 42.

Whereas, according to the deposited Plans and Sections, the Railway is intended to cross certain Tramways in the Parish of Llanymynech which connect the Canal of the Shropshire Union Railways and Canal Company with certain Collieries and Limeworks adjacent thereto, and are used for the Transmission of Minerals from the said Collieries and Limeworks to the Canal, and it is expedient to provide against any Interruption to the Transmission of such Traffic: Therefore, the Railway in crossing any of those Tramways shall not cross the same on the Level, but either shall be carried over the same by means of a Bridge or Arch of such Height and Span as to allow of the uninterrupted Passage on the Tramways respectively of Carriages or Trucks as heretofore used,

As to the
crossing of
certain Tram-
ways to the
Canal.

The Cambrian Railways Act, 1864.

used, or shall be carried under the same so as not to interfere with the existing Level or Gradient of those Tramways respectively, and during or for the Purposes of the making of the Railway the Company shall not alter the present Gradient of those Tramways respectively, or otherwise impede the Use thereof or the Passage of such Carriages or Trucks thereon.

Oswestry and Newtown Railway Act, 1860. 23 and 24 Vict., Cap. 101.

Section 4.

Forfeited Shares which cannot be sold may be cancelled.

In all Cases where any Share in the Capital of the Company shall have been or shall hereafter be declared forfeited, and such Declaration of Forfeiture may have been or shall hereafter be confirmed in manner required by "The Companies Clauses Consolidation Act, 1845," and Notice shall be given by the Company in the "London Gazette," and in One Newspaper published in the County of Salop, of such Forfeiture or intended Forfeiture, and that such Share will become cancelled if the Arrears of Calls and Interest due thereon be not paid within the Space of One Calendar Month from the Publication of such Notices; then, if such Arrears and Interest be not paid within such last-mentioned Period, and the Market Price of Shares of the same Class in the Company in the City of London shall, at the Expiration of such Period or at any Time thereafter, be less than the Arrears of Call and Interest due in respect of such Share, or if at the Expiration of such Period there shall be no Market Price for such Shares in the City of London, such Share shall thereupon be and be deemed to be absolutely cancelled, and the former Holders thereof shall thenceforth be precluded from all Right or Interest therein; and a Declaration in Writing, made by some credible Person not interested in the Matter, before any Justice of the Peace, stating the Market Price of such Shares in the City of London at any Period mentioned in such Declaration, or that there was no Market Price for such Shares in the City of London at the Period so mentioned, shall be sufficient Evidence of the Facts therein stated: Provided, that such Forfeiture and Cancellation shall not affect or alter the Liability of the last Holder of any such Share to pay to the Company the Arrears of Calls and Interest due in respect of such Share at the Time of the Cancellation thereof, after deducting therefrom the Market Value of such Share, according to the Market Price of Shares in the City of London at the Time of such Cancellation as aforesaid, or the Powers of the Company to enforce by Action or other Proceeding the Payment of such Arrears and Interest.

Section 5.

As to cancelling forfeited Shares by Consent.

The Company at any Extraordinary Meeting thereof may, with the Assent of the Holder of any Share liable to be declared forfeited, cancel such Share instead of forfeiting the same; and thereupon the same, and all Rights, Claims, and Demands in respect thereof, shall cease to exist; and the Company may also, at any such Extraordinary Meeting, with the Assent of the Holder of any Shares in respect of which no Payment shall have been made, cancel such Shares.

Section 6.

Company may accept Surrenders of Shares.

The Directors may accept the Surrender of any Shares in the Capital of the Company from the Holder thereof, upon such Terms and Conditions as may be authorized by any Extraordinary Meeting of the Company; and every such Surrender

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Surrender shall be by Deed under the Hands and Seals of such Holder, duly stamped, and truly setting forth the Terms of the Surrender; and such Deed may be in the Form contained in the First Schedule to this Act, or as near thereto as Circumstances will admit; and may contain any Terms or Agreement, and either on the Part of the Company only or of both Parties thereto; but the Company shall not apply any of their Funds for the Purposes of any such Surrender.

Section 7.

All Shares so surrendered shall merge in the Capital Stock of the Company, and thereupon all Right and Interest of the former Holders of such Shares therein shall cease and be absolutely extinguished.

Merger of such Shares.

Section 8.

The Acceptance of any such Surrender as aforesaid shall not operate to discharge the Person whose Shares shall be so surrendered from his Liability to pay any Calls, Arrears, or Interest then due thereon, respectively; but the same shall be paid by him, unless the Contrary shall be expressly agreed on between him and the Directors, in which Case such Person shall be discharged from such Liability, but only to the Extent so agreed upon and expressly mentioned in the Deed of Surrender.

Surrender not to extinguish Arrears, unless so agreed.

Section 9.

All Shares which have been forfeited, or in respect to which any Forfeiture may have been confirmed, or expressed so to be, by a Resolution passed at any General Meeting of the Company before the passing of this Act, shall be deemed to have been duly forfeited; and every such Forfeiture shall, if so agreed upon, operate to discharge the Person whose Shares shall be so forfeited from all Liability to pay any Calls, Arrears, or Interest due thereon.

Confirming Forfeiture of Shares prior to passing of Act.

Section 10.

The Company from Time to Time, with the Consent of an Extraordinary General Meeting, may create and issue additional Capital, not exceeding in the whole the Sum of One hundred thousand Pounds, in Shares of such Amount as they may deem expedient; and also may create and issue new Shares in lieu of and not exceeding the aggregate nominal Amount remaining unpaid upon the Shares from Time to Time cancelled or surrendered under the Provisions before contained; and any such new Shares may be either of One Class or of several Classes, and of such Amount as will allow the same to be conveniently apportioned or disposed of according to the Resolutions of such Extraordinary General Meeting as aforesaid.

Power to raise 100,000*l.* additional Capital, and also to create new Shares in lieu of Shares cancelled, &c.

N.B.—The Power for raising the additional 100,000*l.* has been exercised.

Section 11.

The Company may from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present, personally or by proxy, at any Extraordinary General Meeting of the Company, attach to any new Shares or any Class of new Shares to be hereafter created under the Powers of this Act any fixed or preferential Dividend or Interest not exceeding Five Pounds Ten Shillings per Centum per Annum, either redeemable or otherwise, and either for any definite or indefinite Number of Years, and either with or without any additional, contingent, or other Advantages beyond such preferential Dividend as they the Company may from Time to Time think fit; and the Company may issue such new Shares from Time to Time to such Persons, and on

Power to issue Shares with Preference Dividend.

[*Local.*]

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such Terms and Conditions, and either with or without any total or partial, permanent or temporary Restriction of the Rights of voting and Qualification, as they, the Company, shall deem expedient, but the Amount to be paid in respect of the Shares so issued shall not be less than the nominal Value thereof: Provided always, that all new Shares of the same Class shall be of the like Amount, confer the like Privileges, and be subject to the like Restrictions (if any), and that no such Privilege or Restriction be attached to any Shares after the Issue thereof; and provided also, that the Terms and Conditions to which any Preference Shares created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Preference Share.

Section 12.

As to Divi-
dends on pre-
ferential Shares.

Any new Shares created under the Powers of this Act shall be entitled to the preferential Dividend, if any, which may have been attached to them by the Company as aforesaid out of the Profits of each Year available for the Payment thereof; but if in any Year ending the Thirty-first Day of December there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for that Year no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Section 29.

As to Ap-
proaches of
certain Bridges.

The Road in the Parish of Oswestry numbered 144 on the Plans referred to in the recited Act may be maintained as carried over the Railway at Inclinations not steeper than One Foot in Twenty Feet, and the Road numbered on those Plans 106 in the Parish of Forden may be carried over the Railway and maintained at Inclinations not steeper than One Foot in Twenty Feet.

Section 35.

Power to
London and
North-western
Railway Com-
pany to use
Buttington
Junction and
Buttington and
Welchpool
Line.

The London and North-western Railway Company shall be entitled to use fully and freely, at all Times and for all Purposes of their Traffic in Passengers, Animals, and Things, and for all other Purposes of their Undertaking, and free from the Payment to the Company of all Tolls, Fares, Rates, and Charges, the Junction at Buttington of the Shrewsbury and Welchpool Railway with the Oswestry and Newtown Railway (in this Act called the Buttington Junction), and also the Line of the Oswestry and Newtown Railway lying between the Buttington Junction and the Point on the Oswestry and Newtown Railway, in Welchpool, which is near to the Field there numbered 175 on the Plans referred to in the recited Act (in this Act called the Buttington and Welchpool Line), with all necessary Conveniences whatsoever of and connected with the Buttington Junction and the Buttington and Welchpool Line respectively: Provided, that that Right of User does not extend to the User of the Company's Station at Welchpool, or the Works, Conveniences, or Accommodations thereof, with respect to which Provision is otherwise made by this Act.

Section 36.

Power to
Shrewsbury
and Welchpool
Railway Com-
pany to use the
Buttington
Junction and
Buttington and
Welchpool
Line.

The Shrewsbury and Welchpool Railway Company shall also be entitled to use at all Times and for all Purposes of their Traffic in Passengers, Animals, and Things, and for all other Purposes of their Undertaking, the Buttington Junction and Buttington and Welchpool Line, with all necessary Conveniences whatsoever connected therewith respectively, upon Payment to the Company of Tolls, Fares, Rates, and Charges as for Three Miles of Railway: Provided
always,

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always, that the Company shall not be entitled to charge in respect of such Traffic the Tolls for short Distances authorized by the recited Act, or a greater Charge than for Three Miles of Railway; provided further, that the User hereby granted to the Shrewsbury and Welchpool Company does not extend to the User of the Company's Station at Welchpool, or the Works, Conveniences, or Accommodations thereof, with respect to which Provision is otherwise made by this Act.

Section 37.

By way of Commutation for all Tolls, Fares, Rates, and Charges payable to the Company by the London and North-western Railway Company, in respect of the User by them of the Buttington Junction and the Buttington and Welchpool Line, and the Works and Conveniences thereof respectively, and in respect of the Maintenance and User by other Companies and Persons as herein-after mentioned, they, the said London and North-western Railway Company, shall pay to the Company the Sum of Twenty-five thousand Pounds, and the Payment shall be made at such Time and in such Manner as has been or may be agreed upon between those Companies.

Payment by way of Commutation of Tolls to be made by them to Company.

Section 38.

The London and North-western Railway Company shall pay the Twenty-five thousand Pounds out of any Monies from Time to Time raised by them by Shares or by borrowing, and which are not by any Act made specially applicable to any prescribed Purpose, or being so made applicable are not required for the prescribed Purpose.

Mode of Payment.

Section 39.

The Company shall, from Time to Time after the Buttington and Welchpool Line is opened for public Traffic, pay or account for to the London and North-western Railway Company the Amount of all Tolls, Fares, Rates, and Charges from Time to Time received or receivable by the Company from the said Shrewsbury and Welchpool Railway Company, and all other Companies or Persons, in respect of all Traffic in Passengers, Animals, and Things passing to and from the Shrewsbury and Welchpool Railway over all and any Part of the Buttington and Welchpool Line.

Tolls for Buttington and Welchpool Line to be paid to London and North-western Railway Company.

Section 40.

The Company shall keep all such Accounts and Vouchers with respect to those Tolls, Fares, Rates, Charges, and Traffic respectively, and shall furnish such Abstracts of the Accounts and Statements to, and permit such Inspection and Transcription of the Accounts and Vouchers by, and shall make the Payments at such Times, to the London and North-western Railway Company and the Shrewsbury and Welchpool Railway Company, or One of them, as the Case may be, as they and the Company from Time to Time mutually agree on, or, on failing Agreement between them, are determined by Arbitration according to "The Railway Companies Arbitration Act, 1859," the Shrewsbury and Welchpool Railway Company and the London and North-western Railway Company being for the Purposes of the Arbitration deemed to be One Company.

Accounts and Payments of Tolls.

Section 41.

The Company shall on or before the First of January One thousand eight hundred and sixty-one, or sooner if required for the Traffic of the London and North-western and Shrewsbury and Welchpool Railway Companies, or either of them,

Company to lay down Two Lines of Rails in Buttington and Welchpool Line.

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them, properly construct with Two Lines of Rails and all other necessary Conveniences, the whole of the Buttington and Welchpool Line.

Section 42.

Company to keep Buttington and Welchpool Line in good working Order.

The Company shall at all Times well and effectually, and without Expense to the Shrewsbury and Welchpool Railway Company and the London and North-western Railway Company or either of them, except as provided by "The Shrewsbury and Welchpool Act, 1856," and this Act, maintain the Buttington and Welchpool Line, and all present and future Sidings, Signals, Junctions, Works, and Conveniences thereof, in substantial Repair and in good working Order and Condition, and in all respects proper and sufficient for the safe and convenient working and User of the same.

Section 43.

Expenses of Buttington Junction chargeable to Shrewsbury and Welchpool Railway Company.

Provided, That nothing in this Act shall render the Company liable to any of the Expenses of making or maintaining any of the Works or Conveniences, or other Costs or Obligations of or connected with the Buttington Junction to which under the Provisions of "The Shrewsbury and Welchpool Railway Act, 1856," the Shrewsbury and Welchpool Railway Company are now liable.

Section 44.

Option for Shrewsbury and Welchpool and London and North-western Railway Companies to use Company's Station at Welchpool.

The Shrewsbury and Welchpool Railway Company and the London and North-western Railway Company jointly, and each of them severally, shall have the Option of using fully and freely, for all or any of the Purposes of their respective Traffic in Passengers, Animals, and Things, or any of them, and for all and any other Purposes of their respective Undertakings, the Station at Welchpool of the Company, and the Offices, Buildings, Sheds, Yards, Approaches, Works, Conveniences, and Accommodations of and connected with the same, on such Terms and Conditions, and on Payment of such Tolls or Charges, or of such Sums of Money in gross, or periodical or otherwise, or for such other Compensation as they respectively and the Company from Time to Time agree on, or, failing such Agreement, are from Time to Time determined by Arbitration, according to "The Railway Companies Arbitration Act, 1859," and for the Purposes of any such Arbitration, if and when Captain Douglas Galton is able and willing to act in that Behalf, he shall be the single Arbitrator: Provided, that if and when the Shrewsbury and Welchpool Railway Company and the London and North-western Railway Company jointly have the User, they shall for the Purposes of the Arbitration be deemed to be One Company; provided further, that the Option hereby given shall be exercised or notified to the Company within the Period of Twelve Months from the passing of this Act, and that on Failure thereof the Right to such Option shall cease.

Section 45.

Saving Rights of Shrewsbury and Welchpool and London and North-western Railway Companies.

Provided, That, except only as is by this Act otherwise expressly provided nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, Authorities, and Privileges of the Shrewsbury and Welchpool Railway Company and the London and North-western Railway Company.

Section 46.

User to be had pending Determination of Terms and Conditions.

The Failure to agree on the Terms and Conditions or the Pendency of any Arbitration thereon shall not suspend or postpone the Right of the Shrewsbury and Welchpool Railway Company and the London and North-western Railway

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way Company, or either of them, to have, exercise, and enjoy the User; but if and when they respectively have, exercise, and enjoy the User before the Terms and Conditions are agreed on or determined by Arbitration, the Accounts between them and the Company with respect to the User shall be settled on the same Footing as if the Terms and Conditions had been in the first instance agreed on or so determined.

The FIRST SCHEDULE referred to in the foregoing Act.

Form of Surrender of Shares.

This Deed, made the _____ Day of _____ 18____, between _____ of the one part and the Oswestry and Newtown Railway Company of the other part, witnesseth, that the said

doth hereby surrender unto the said Company all those Shares in the Capital and Undertaking of the said Company, which in the Books of the said Company are distinguished by the respective Numbers

and all his Right, Title, and Interest therein and thereto, to the Intent that the same may be absolutely merged and extinguished [*here add the following Provisions if intended*: "And it is hereby agreed that the said (*Surrenderor*) shall be henceforth discharged from all Calls and Liabilities in respect of the Shares hereby surrendered," and any other Terms and Conditions intended.]

In witness whereof the said (*Surrenderor*) hath hereunto set his Hand and Seal, and the said Company have caused their Common Seal to be hereunto set and affixed on the Day and Year first above written.

*Oswestry and Newtown Railway (Porthywaen Branch) Act, 1860,
23 and 24 Vict., Cap. 139.*

Section 5.

Notwithstanding anything in this Act contained, it shall not be lawful for the Company to alter or interfere with the Line or Levels of the Tramway from Porthywaen to Crickheath, held on Lease by the Misses Newell, except to the Extent authorized by this Act and by the Acts herewith incorporated, without the Consent in Writing of the Lessees thereto first had and obtained; and the Company shall be bound before opening the Railway hereby authorized for Traffic, or using or working the same with Locomotives, to construct a proper Fence or Screen between the Railway and the said Tramway, according to such Plan as may be determined by Arbitration, in case of Difference between the Company and the said Lessees, in manner provided by "The Railways Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration.

Not to interfere with Tramway from Porthywaen to Crickheath, except as authorized by this Act.

Oswestry and Newtown Railway (Llanfyllin and Kerry Branches) Act, 1861. 24 Vict., Cap. 17.

Section 9.

The Company may by Agreement purchase Land adjoining or near to the Railways for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation

Lands for extraordinary Purposes.

[*Local.*]

43 O

Consolidation

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Consolidation Act, 1845," but the Quantity of Land so to be purchased shall not exceed Ten Acres.

Section 14.

For Protection
of the Shrop-
shire Union
Canal.

And whereas the Railway firstly herein-before described is intended to be carried over the Canal and Towing-path of the Shropshire Union Railways and Canal Company (herein-after called "the Canal Company") in the Parish of Llanymynech, and across One of the Feeders of the said Canal which supplies the said Canal with Water from the River Tanat, in the said Parish of Llanymynech; and it is expedient to provide against Injury or Obstruction being occasioned by means of the Railway to the said Canal and Feeder, or the free Navigation of the said Canal: Therefore, except as is by this Act expressly provided, this Act or anything therein shall not authorize any Alteration of the Line or Level of the Canal, Towing-path, or Feeder, Works or Conveniences connected therewith, or any Obstruction of the Navigation of the said Canal, or any diverting or impeding of any of the Waters therein, or which may supply the said Canal, or any Deviation from the Course or Direction or Level of the said Railway, as delineated on the deposited Plan, by which Deviation the said Feeder, or any of the Locks, Side Ponds, Towing-paths, Bridges, Banks, or other Feeders or Works of the Canal would be taken, damaged, or interfered with, without the previous Consent of the Canal Company in Writing under their Common Seal.

Section 15.

As to Bridge
over Canal.

The Company shall, in carrying the said Railway over the Canal, make to the Satisfaction of the Canal Company's Engineer, and shall at all Times thereafter maintain and keep in perfect Repair a good and substantial Bridge over the Canal and the Towing-path thereto, with proper Approaches to the Bridge, and no Part of the Arch or Opening of the Bridge over the said Canal and Towing-path shall be less than Eight Feet above the Top-water Level, and the Bridge shall be of such Width and Curve as shall leave an open and uninterrupted navigable Waterway in the Canal of not less than Twenty Feet in Width, and a Towing-path of not less than Five Feet in Width; and the Company shall, before putting in the Foundation Walls of the Abutments of such Bridge, provide for such Waterway, and also a sufficient and convenient Towing-path along the same, to the Satisfaction of the Canal Company's Engineer: Provided always, that the Time employed in making each of the said Bridges and all the Works thereof which may affect the Towing-path and Navigation, shall not exceed Twenty-eight Days, and that during the Construction of the said Bridge and during any necessary Repairs thereof there shall at all Times be left a free, open, uninterrupted navigable Waterway in the said Canal of not less than Ten Feet in Width, and a Towing-path of not less than Five Feet in Width, and a Space above the Canal and Towing-path of not less than Eight Feet in Height in the Clear.

Section 16.

In Cases of
Obstruction to
the Canal.

If in the Execution of the Works by this Act authorized, or by reason of the Want of Repair of any such Works or of the said Bridge over the Canal, or of any of the Slopes, Banks, or Walls of the Railway near the Canal, the Canal or its Towing-path be obstructed, and Boats or other Vessels navigating or using the Canal be stopped or impeded in their Passage along the same, or the Towing or Haulage be interfered with, or if the navigable Waterway and Towing-path by this Act required to be preserved be at any Time contracted to a less Width than

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than is by this Act prescribed, or the said Feeder be disturbed or injured, or the Supply of Water into the Canal by such Feeder be injuriously affected or be diminished, then and in any such Case the Company shall pay to the Canal Company Fifty Pounds for every Day during which any such Injury or Obstruction continues: Provided, that every such Sum, if not paid on Demand, may be recovered by the Canal Company in any Court of competent Jurisdiction.

Section 17.

If the Bridge over the said Canal, or the Towing-path Walls under the said Bridge, or the several Approaches, Side Slopes, or Banks of the Railway next to the Canal, or the Works across the Feeder, or any of them or any Part thereof shall be constructed otherwise than is authorized by this Act, or be not at all Times kept in good Repair, the Canal Company may from Time to Time remove or alter the same and do all requisite and proper Repairs, and may recover the Amount of their Expenses in that Behalf from the Company in any Court of competent Jurisdiction.

Repair of
Bridges, &c.

Section 18.

Nothing in this Act shall authorize the Company either permanently or temporarily to enter upon, take, or use any of the Land, Canal, Works, or Property of the Canal Company, or in any Manner to alter or interfere with the Canal or the Works connected therewith, except for the Purpose of making, repairing, or renewing the said Bridge and Works; or except as aforesaid shall take away, lessen, prejudice, or alter any of the Rights, Privileges, Powers, or Authorities of the Canal Company, but all their Rights, Privileges, Powers, and Authorities under the several Acts of Parliament relating thereto or otherwise are by this Act and subject to the Provisions thereof expressly saved and reserved.

Saving Rights
of the Shrop-
shire Union
Railways and
Canal Com-
pany.

Section 19.

Whereas, according to the deposited Plans and Sections, the Railway firstly herein-before described is intended to cross certain Tramways in the Parish of Llanymynech, which connect the Canal of the Canal Company with certain Lime Rocks adjacent thereto, and are used for the Transmission of Limestone from the said Lime Rocks to the Canal, and it is expedient to provide against any Interruption to the Transmission of such Traffic: Therefore, in crossing any of the said Tramways the said Railway shall be so constructed as not to cut off the convenient Access from the said Lime Rocks to the Canal.

As to the cross-
ing of certain
Tramways to
the Canal.

Section 20.

The following Provisions of "The Companies Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act; (that is to say,)

With respect to the Transfer and Transmission of Shares;

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

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

With respect to the Consolidation of Shares into Stock; and

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

Certain Pro-
visions of
8 & 9 Vict.
c. 16., incor-
porated.

Section 21.

It shall be lawful for the Company at any Time and from Time to Time to apply to any of the Purposes authorized by this Act any Portion of their existing Capital not required to be appropriated to any other specific Purposes; and also at any Time and from Time to Time to raise by creating new Shares

Power to raise
additional
Capital by
Creation of
new Shares.

or

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or Stock in addition to any other Sums which they now are or may by any other Act passed in the present Session be authorized to raise, such Sums of Money as they shall deem expedient, not exceeding in the whole the Sum of Ninety thousand Pounds, provided that all and every Part of the Money so to be raised shall be applied to the Purposes of this Act and to no other Purpose.

Section 25.

Preference Shares to be entitled to Dividends only out of the Profits in each Year.

Any Shares created and issued by the Company under the Authority of this Act shall be entitled to the preferential Dividend (if any) assigned to them out of the Profits of each Year in preference to the Ordinary Shares or Stock of the Company; but if in any Year ending on the Thirty-first Day of December there shall not be Profits available for the Payment of the full Amount of preferential Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Section 26.

Conditions to be stated on Certificates of preferential Shares.

The Terms and Conditions to which any Preference Shares created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Preference Share.

Section 27.

Saving Rights of Preference Shareholders.

Provided always, That any Preference which may be assigned to any Shares created under the Authority of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any Shares or Stock of the Company created or issued before the passing of this Act, or confirmed by any Act, or otherwise lawfully subsisting.

Llanidloes and Newtown Railway Act, 1853, 16 and 17 Vict., Cap. 143.

Section 21.

Lands for extraordinary Purposes.

That it shall be lawful for the said Company to purchase, in addition to the Lands herein-before authorized to be purchased by them for constructing the said Railway, any Quantity of Land, not exceeding in the whole Twenty Acres, for any of the extraordinary Purposes specified in the said "Railways Clauses Consolidation Act, 1845."

Llanidloes and Newtown Railway (Deviation) Act, 1856, 19 Vict., Cap. 22.

Section 9.

Spans of Arches of Bridges, &c.

That it shall be lawful for the Company, in carrying the Railway over the several Roads herein-after mentioned, to make the Arches over such Roads not wider or higher than as follows; (that is to say,) the Arch over the Road numbered 162 in the Parish of Newtown Fifteen Feet wide and Fifteen Feet high, and the Arches over the several Turnpike Roads in the Parish of Newtown Twenty-five Feet wide and Sixteen Feet high; and the several Turnpike Roads which are to be carried over the Railway shall not be required to be more than Twenty-five Feet wide, and the public Roads shall not be required to be more than Fifteen Feet wide.

Llanidloes

The Cambrian Railways Act, 1864.

*Llanidloes and Newtown Railway (Canal Extension) Act, 1859,
22 and 23 Vict., Cap. 30.*

Section 7.

It shall not be lawful for the Company or their Lessees, without the previous Consent in Writing in this Behalf of the Shropshire Union Railways and Canal Company under their Common Seal, to deviate from the Line or Levels of the Tramway as delineated on the said Plans and Sections, between the River Severn and the Head or Terminus of the Shropshire Union Canal; and the Termination of the Tramway at or near the Head or Terminus of that Canal shall be made at the Point where that Termination is shown on the said Plans, and not elsewhere, unless with the like Consent in this Behalf of the Shropshire Union Railways and Canal Company.

Line not to be deviated at or near Canal Terminus.

Section 8.

It shall not be lawful for the Company or their Lessees, without in each Instance the Consent in Writing for this Purpose of the Shropshire Union Railways and Canal Company under their Common Seal, to enter upon, take, or use, either temporarily or permanently, any Lands or Property of the Shropshire Union Railways and Canal Company for any incidental, collateral, or additional Work or Purpose, or for any Purpose whatsoever, except the Land required for the Construction of the Tramway, with not more than a double Line of Rails in the Line delineated on the said Plans, and according to the Levels defined on the said Sections, nor without the like Consent to enter upon, use, or interfere with the Canal or Works of the Shropshire Union Railways and Canal Company, or in any Manner hinder, obstruct, or interfere with the Traffic thereon.

Not to take more Land of Shropshire Union Railways and Canal Company than absolutely required, or interfere with Works.

Section 9.

Except as in this Act expressly provided, this Act or anything therein contained shall not take away, lessen, prejudice, or alter any Right, Interest, Power, Privilege, or Authority of the Shropshire Union Railways and Canal Company.

Saving Rights of Shropshire Union Railways and Canal Company.

Section 16.

It shall be lawful for the Company, with the Approbation of Three Fifths of the Shareholders in the Company present, either personally or by proxy, at some Meeting of the Company specially convened with Notice of this Object of the Meeting, and holding at least Three Fifths of the paid-up Capital of the Company represented at such Meeting (such Shareholders being qualified to vote thereat in right of such Capital), from Time to Time to demise or lease, for such Consideration or annual Rent or Reservations, and under and subject to such Covenants, Powers, and Provisions as shall be agreed upon, their Undertaking, or any Portion of the same, either before or after the Completion thereof, for any Term not exceeding Twenty-one Years, unto David Davies and Thomas Savin, their Executors, Administrators, and Assigns (herein-after called the Lessees); and such Lease shall entitle the Lessees to the free Use and Enjoyment of the Railway constituting such Undertaking, or such Part thereof as shall be so leased, and during the Continuance of any such Lease all the Powers and Authorities possessed by the Company at the Time of the Execution of such Lease, or which might be exercised by their Directors, Officers, Agents, or Servants, shall in like Manner and to the same Extent in all respects apply to, and be held, exercised, and enjoyed by the Lessees, their

Power to lease the Railway.

[Local.]

The Cambrian Railways Act, 1864.

Officers, Agents, and Servants, subject to all such and the same Regulations and Restrictions as may apply to the Company with reference and in respect of their Undertaking at the Time of the Execution of such Lease, and the Seal of the Company attached to any such Lease shall be primâ facie Evidence that the required Sanction of the Shareholders has been duly given.

Section 17.

Provisions of 8 & 9 Vict. c. 20., as to leasing of Railways to apply to this Act.

The Provisions of "The Railways Clauses Consolidation Act, 1845," in relation to the leasing of Railways, shall extend and apply to any Lease to be granted under the Authority of this Act.

Section 18.

Lease of Railways not to affect Third Parties.

No Lease of the Railway shall take away, alter, or in anywise affect any of the Duties, Obligations, Restrictions, or Liabilities to which the Company but for the making of such Lease might by any Law or Statute be subject, but all Persons and Corporations other than the Lessees shall have the same Rights, Privileges, Powers, and Remedies against the Company, after the making of and notwithstanding such Lease, as they might have had if such Lease had not been made.

Section 19.

For Recovery of Rent and Observance of Covenants.

If and as often as Rent or other Payment reserved and made payable by any such Lease be not paid within Twenty-one Days after it becomes payable, and after Demand thereof in Writing by the Secretary of the Company delivered to the Lessees, the Company may levy the same by Distress and Sale of his or their Goods, Chattels, Estates, and Effects wheresoever found, in the same Manner as Damages not specially provided for may be recovered under "The Railways Clauses Consolidation Act, 1845," and for this Purpose the Lessees shall be deemed to be "the Company" within the Meaning of that Act; and if in default of Payment as aforesaid there shall be no sufficient Distress, or if the Lessees shall fail to observe, perform, and fulfil all or any of the several Clauses, Covenants, Conditions, and Agreements contained in such Lease, then and in either of such Cases the Company may thereupon vacate and determine the said Lease in the same Manner as though the same had expired by Effluxion of Time.

Section 20.

Lease may be modified by the Board of Trade.

If at the Expiration of the first or any subsequent Period of Ten Years from the making of any such Lease, the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations shall be of opinion that the Public Interests require a Modification of the Terms or Conditions thereof, they may require the Company and the Lessees to modify the Terms and Conditions thereof in such Manner as the Lords of the said Committee may think necessary for protecting such Public Interests.

Section 21.

Lease to contain Provisions for Re-entry; and if Lessees become unable to carry on Traffic, Company to enter and work the Line.

Any such Lease to be made as aforesaid shall contain a Power of Re-entry to the Company in the event of the Lessees becoming unable, by reason of any Execution, legal Process, Intestacy, Bankruptcy, Insolvency, or any personal Disability or Incapacity whatsoever, to carry on and continue the Traffic or working of the Undertaking of the Company, or so much thereof as shall be the Subject of such Lease, in an effectual and proper Manner, and according to the Laws for the Time being in force relating to Railways; and upon the occurring of any such Event as aforesaid it shall be the Duty of the Company forthwith to re-enter upon and to carry on and continue the Traffic and working

of

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of their Undertaking in like Manner, and with the same Powers, and subject to the same Obligations, Liabilities, Penalties, and Restrictions as if no Lease thereof had been made: Provided always, that no such Re-entry shall in any Manner prejudice any Right or Claim which the Company may have against the Lessees or their Estate or Effects on account of any Breach or Non-observance of any of the Covenants contained in such Lease.

Section 22.

It shall be lawful for the Company and the Shropshire Union Railways and Canal Company from Time to Time to enter into and make such Agreements as shall be deemed expedient by and between the said Companies for and with reference to the working, Regulation, Interchange, and forwarding of Traffic passing to or from the Undertaking of the Company from or to the Undertaking of the Shropshire Union Railways and Canal Company, and also with reference to the Rates, Tolls, or Charges to be charged by or between the said Companies for or in respect of any Traffic, and the Division and Apportionment between the said Companies of such Rates, Tolls, and Charges, and such Agreements from Time to Time to alter and vary as Occasion may require, and also for all or any of the Purposes aforesaid to make and execute all such Deeds, Contracts, Instruments, and Assurances as may be deemed requisite or expedient for giving to the Matters and Premises aforesaid full Effect.

Power to enter into Traffic Arrangements with certain Companies herein named.

Section 23.

Provided always, That no such Agreement as aforesaid shall have any Operation until the same shall have been approved by the Board of Trade; and no such Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies Parties thereto shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the said Agreement may relate, upon the same Terms and Conditions and on Payment of the same Tolls, Rates, and Charges as they would have been in case no such Agreement had been entered into: Provided also, that the said Board shall not approve any such Agreement as aforesaid without being satisfied that the same has been duly assented to by a Majority of the Shareholders of the Companies Parties thereto respectively in Special Meeting assembled for that Purpose, such Majority holding at least Three Fifths of the paid-up Capital of the Company represented at such Meeting, personally or by proxy, such Shareholders being qualified to vote thereat in right of such Capital: Provided also, that if at the End of Ten Years after the Date of any such Agreement, or after the Time of any Revision thereof under this Provision, the Board of Trade shall think that any of the Terms and Conditions thereof injuriously affect the Public Interests, they may require the Companies Parties thereto to revise such Agreement accordingly, and the said Board shall have Power to declare that if any Modification required by that Board be not agreed to by the Companies, then, at the Expiration of Twelve Months after Notice given to the Companies of such Modification being required, the said Agreement shall determine.

Agreement to be approved of by Board of Trade. Agreement not to affect Persons not Parties thereto.

Section 24.

Every Special Meeting for the Purpose of considering any Agreement or the Alteration of any Agreement under this Act shall be called by Circular addressed

As to Mode of calling Special Meetings for

The Cambrian Railways Act, 1864.

considering
Agreements,
&c.

addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders, and also by Advertisements inserted once in each of Two consecutive Weeks in a London Morning Newspaper, and in a Newspaper of the County in which the principal Place of Business of the Company of which the Meeting is intended to be held is situate, and the last of such Advertisements shall be published not less than Seven Days before such Meeting.

Section 25.

Notice of enter-
ing into Agree-
ments, &c.,
to be given to
Board of
Trade of their
Intention.

Before the said Companies shall enter into any such Agreement or make any Alteration therein they shall give Notice of their Intention to enter into or, as the Case may be, to alter such Agreement in a Form to be approved by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway or Railways to which such proposed Agreement or Agreements proposed to be altered relates is situate, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement or Alteration of Agreement and desiring to object thereto may bring such Objections before the Board of Trade.

*Llanidloes and Newtown Railway Act, 1861. 24 & 25 Vict.,
Cap. 90.*

Section 11.

New Shares to
be Part of
General
Capital.

The new Shares created and issued under this Act shall be Part of the general Capital of the Company, and, except as by this Act otherwise provided, all such Rights, Privileges, Liabilities, and Incidents shall attach to and be conferred by the new Share Capital so created and issued and the Shares therein as to and by the Company's general Capital and the Shares therein; and all and every Part of the Monies by this Act authorized to be raised shall be applied only to the Purposes of their Undertaking as by this and the recited Act authorized.

Section 18.

Power for
Company and
the Three
Companies to
agree for Pur-
poses autho-
rized.

The Company on the one hand and the Three Companies or any or either of them on the other hand, according to their respective Estates, Rights, and Interests, may enter into such Agreements as they respectively from Time to Time think fit for any of the Purposes by this Act authorized.

Section 19.

Purposes for
which the
Agreements
may be made.

The Purposes for which Agreements may from Time to Time be entered into between the Company on the one hand and the Three Companies or any or either of them on the other hand shall include the following Purposes; (that is to say)

- First. The Working and Use by the Three Companies or any or either of them, with their Engines and Carriages, of the Traffic on the Railway of the Company or any Part thereof and the levying of Tolls thereon:
Secondly. The Interchange of Traffic between the Railway of the Company and the Railways of the Three Companies or any or either of them respectively:

Thirdly.

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Thirdly. The forwarding of Traffic on the Railway of the Company and the Railways of the Three Companies respectively :

Fourthly. The Division and Apportionment between the Company and any of the Three Companies respectively of the Tolls, Fares, Rates, Charges, and Profits arising from such Traffic :

Fifthly. The Appointment and Regulation of any Joint Committee of Directors of the Company and Directors of the Three Companies or any of those Companies for the Management of the Railway of the Company :

Sixthly. The renewing or modifying of any Agreements so entered into.

Section 20.

No such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized to demand and receive from any Person or any other Company ; but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges as they would be if the Agreement were not made.

Restrictions on Agreements between Companies.

Section 21.

No Agreement which shall hereafter be entered into for any of those Purposes nor any Modification of any such Agreement shall, so far as the Terms and Conditions thereof are not authorized by "The Railways Clauses Consolidation Act, 1845," or by any other general Statute or Law from Time to Time in force with respect to the Companies Parties to the Agreement have any Operation unless and until it be sanctioned by not less than Three Fifths of the Votes of the Shareholders of every Company Party thereto present, personally or by proxy, at a General Meeting of the respective Company specially convened for the Purpose.

Sanction of Shareholders of Agreements.

Section 22.

Every Special Meeting for the Purpose of considering any Agreement under this Act shall be called by Circular addressed to each Shareholder entitled to vote at Meetings of the Company to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders, and also by Advertisement inserted once in each of Two consecutive Weeks in a Newspaper published or circulating in the County of Montgomery, and the last of such Advertisements shall be published not less than Seven Days before such Meeting.

How Meetings are to be called.

Section 23.

Before the said Companies shall enter into any such Agreement as aforesaid, they shall give Notice of their Intention to enter into such Agreement in a Form to be approved by the Board of Trade inserted once in each of Three successive Weeks in some Newspaper or Newspapers published or circulating in the County of Montgomery, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement and desiring to object thereto may bring such Objections before the Board of Trade.

Public Notice to be given of Intention to enter into or alter any such Agreement.

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Section 24.

Approval of
Board of
Trade.

No such Agreement shall have any Operation until it be approved by the Board of Trade; and the Board of Trade shall not approve any such Agreement without being satisfied of its having received such Sanction of Shareholders as is by this Act required.

Section 25.

Agreements
between Com-
panies may be
modified by
Board of
Trade.

Provided always, That at the Expiration of the first or any subsequent Period of Ten Years after the making of any such Agreement, or of any Modification of any such Agreement, the Board of Trade may if they think fit cause the same to be revised, and the Board of Trade shall have Power to modify the Agreement in such Manner as the Board may think necessary, and to declare the Modifications made by them to be Part of such Agreement, and the same shall be read and take Effect accordingly.

Section 26.

Joint Com-
mittee for Pur-
poses of Agree-
ments.

The Companies Parties to any such Agreement may, in accordance therewith and for the Purposes thereof, appoint a Joint Committee, composed of such Number of the Directors of those Companies respectively as those Companies think proper, and from Time to Time may alter, vary, and renew the Joint Committee as Occasion requires, and may regulate the Proceedings of the Joint Committee, and may delegate to the Joint Committee all such Powers as those Companies respectively think necessary for carrying into effect the Purposes of the Agreement; and every Joint Committee so appointed shall have and may exercise the Powers so from Time to Time delegated to them in like Manner as those Powers might be had and exercised by those Companies respectively or their respective Directors.

*Llanidloes and Newtown (Mid Wales and Manchester and Milford)
Railway Act, 1862. 25 and 26 Vict., Cap. 162.*

Section 6.

As to Lands to
be taken for
Purposes of
16 & 17 Vict.
c. 163.

Provided, That the Company shall so purchase for the Purposes of "The Llanidloes and Newtown Railway Act, 1853," only such of those Lands as are numbered as follows on the Plans referred to in that Act; (that is to say,)

The Lands numbered from 9 to 52, both inclusive, in the Township of Llandinam in the Parish of Llandinam:

The Lands numbered from 1 to 23, both inclusive, in the Township of Cilmachallt in the Parish of Llanidloes:

The Lands numbered from 65 to 71, both inclusive, in the Parish of Newtown.

Section 8.

For preserving
the Rights of
Persons in-
terested in such
Lands under
Contracts, &c.

Provided always, That nothing in this Act contained shall prejudice or affect the Rights of any Person or Persons interested in any of the Lands by this Act authorized to be taken by the Company in respect of any Contract entered into or Notice served by the Company before the Commencement of this Act.

Section 9 (latter Part).

Provided always, That the Mid Wales Company and the Milford Company respectively may use for Station Purposes so much of the said Portion of Railway as shall from Time to Time form Part of the Joint Station herein-after mentioned,

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mentioned, or be used as a Work or Convenience connected with the Joint Station, without Payment of Toll for the Use as a Railway of so much of the said Portion of Railway as shall from Time to Time form Part of the Joint Station, or be used as a Work or Convenience connected with the Joint Station.

Section 10.

For any of the extraordinary Purposes expressed in "The Railways Clauses Consolidation Act, 1845," the Company from Time to Time may purchase by Agreement, in addition to the other Lands which they are authorized to purchase, any Quantity of Land adjoining or near to the Railway not exceeding in the whole One Acre.

Lands for extraordinary Purposes.

Section 15.

The several Junctions by this Act authorized of the Joint Line with the Railways of the Mid Wales Company and the Milford Company respectively shall be effected by Connexion Rails and Points of the Construction most approved, and laid in the Manner most approved, and to the reasonable Satisfaction of the Engineers of the Mid Wales Company and the Milford Company respectively, and in order to the making of those Junctions accordingly the Company may make such Openings in and Alterations of the Lines of those Railways respectively and the Works connected therewith as the Company find requisite.

Junction with Railways of Mid Wales and Milford Companies.

Section 16.

The Expense of those Junctions, and of all requisite Works for effecting the Junctions and of all Repairs thereof, shall be paid by the Company as Part of the Expenses of making the Joint Line, and on every Occasion the Works for the Purpose shall be done to the reasonable Satisfaction of the Engineers of the Mid Wales Company and the Milford Company respectively.

Expenses of Junctions.

Section 17.

The Company from Time to Time shall make and maintain as well on the Lands of the Mid Wales Company and the Milford Company respectively as on their own Land such Signals and other Works and Conveniences as the Company and the Mid Wales Company, or, as the Case may be, the Company and the Milford Company deem necessary for the Prevention of Danger to or Interference with Traffic at or near to the Junctions respectively, and the Expenses thereof shall be Part of the Company's Expenses of making and maintaining the Joint Line.

Signals at Junctions.

Section 18.

The Mid Wales Company from Time to Time shall appoint and remove such Watchmen, Pointsmen, and other Servants as they and the Company deem necessary for the Prevention of Danger to or Interference with the Traffic at or near to the Junction of the Joint Line with the Railway of the Mid Wales Company, and the Working and Management of the Signals, Works, and Conveniences for the Junction, and the Control and Direction of the Watchmen, Pointsmen, and other Servants, shall belong exclusively to the Mid Wales Company.

Expenses of working Signals at Junction with Mid Wales Company's Railway.

Section 19.

The Milford Company from Time to Time shall appoint and remove such Watchmen, Pointsmen, and other Servants as they and the Company deem necessary for the Prevention of Danger to or Interference with the Traffic at or near to the Junction of the Joint Line with the Railway of the Milford Company,

Expenses of working Signals at Junction with Milford Company's Railway.

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Company, and the working and Management of the Signals, Works, and Conveniences for the Junction, and the Control and Direction of the Watchmen, Pointsmen, and other Servants shall belong exclusively to the Milford Company.

Section 20.

Differences as to Signals to be determined by Arbitration.

If and whenever any Difference arises between the Three Companies, or any Two of them, with respect to the making or maintaining or working of any of the Signals, Works, and Conveniences, or the employing of any Watchmen, Pointsmen, or Servants, the Difference shall be determined by an Arbitrator, to be, on the Application of the Companies interested, or any of them, appointed by the Board of Trade.

Section 21.

Mid Wales and Milford Companies to have joint and equal User of Railway.

The Mid Wales Company and the Milford Company, and all Companies and Persons using the Railways of the Mid Wales and Milford Companies respectively, shall be entitled jointly and equally to the User of the Joint Line and the Works and Conveniences connected therewith other than the Signals at the Junctions and the Works and Conveniences connected therewith, and to equal Facilities for their respective Traffic thereon and thereat.

Section 22.

Plans, &c., for Joint Station to be agreed on by Three Companies, and determined by Arbitration.

The Plans, Sections, Working Drawings, and Specifications of the Joint Station, and the Works and Conveniences connected therewith, shall be approved by the Three Companies, but if they fail to agree thereon then all Differences between them thereon shall be determined by a Civil Engineer, to be on their or any of their Application appointed by the Board of Trade.

Section 23.

Joint Line and Joint Station vested in Company alone.

The Joint Line and the Joint Station respectively, and the Works and Conveniences connected therewith respectively, shall be vested in the Company alone.

Section 24.

Byelaws, &c., as to Joint Line and Joint Station.

The Byelaws, Rules, and Regulations with respect to the Joint Line shall from Time to Time be made by the Mid Wales and the Milford Companies jointly and the Byelaws, Rules, and Regulations with respect to the Joint Station and the Appointment and Remuneration of the Officers and Servants employed for the joint Purposes of the Companies entitled to the Use of the Joint Station, shall be made and fixed by the Three Companies jointly.

Section 25.

Existing Line of Railway when transferred to be Part of Company's Railway, but the Company are not to use Joint Line without Consent of Mid Wales and Milford Companies.

The now existing Line of Railway, made by the Mid Wales Company (when transferred in accordance with this Act to the Company), shall be Part of the Llanidloes and Newtown Railway, and shall be maintained and managed accordingly by the Company, or by any Company or Person for the Time being lawfully working the Traffic on the Llanidloes and Newtown Railway, in the same Manner and subject to the same Provisions and Agreements in all respects as if the same had formed Part of the Undertaking of the Company authorized by the recited Acts relating to the Company, and the Joint Line shall be maintained by the Company: Provided that, except with the previous Consent of both the Mid Wales Company and the Milford Company, the Company shall have no Right to work over, use, or enter upon the Joint Line of Railway, by this Act authorized to be made by them, or any Part thereof, except

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except for the Purpose of maintaining and repairing the same and the Works and Conveniences connected therewith.

Section 26.

Within Six Months after the passing of this Act the Company may and shall take all of the Lands acquired by the Mid Wales Company and the Milford Company respectively between Llanidloes and Penpontbren which are shown on the deposited Plans and specified in the deposited Books of Reference; and the Mid Wales Company and the Milford Company respectively may and shall within the said Period convey such Lands to the Company by Deed duly stamped, and in which the Consideration shall be truly stated; and the Company shall, within the same Period of Six Months, repay to the Mid Wales Company and the Milford Company respectively all Monies which those Companies respectively have expended in Land or Works between Llanidloes and Penpontbren, and in default of such Repayment such Monies may be recovered from the Company by the Mid Wales Company or the Milford Company, as the Case may be, in any Court of competent Jurisdiction: Provided always, that if any Dispute shall arise between the Company and the Mid Wales Company or the Milford Company as to the Amount actually expended in Land or Works by the Mid Wales Company or, as the Case may be, by the Milford Company, and to be repaid as aforesaid by the Company, every such Dispute may, and if so requested by any Company interested shall, be determined by Arbitration under "The Railway Companies Arbitration Act, 1859."

Company to take Lands acquired by the Mid Wales and Milford Companies between Llanidloes and Penpontbren, and to repay Sums expended on Land and Works between those Places.

Section 27.

From and after the Time of the opening of the Joint Line for public Traffic the Mid Wales Company and the Milford Company shall pay half-yearly to the Company Interest at the Rate of Five Pounds per Centum per Annum on the Amount actually expended by the Company upon the Joint Line, including in such Expenditure the Amount paid by the Company for the Cost of this Act, and any Money repaid by the Company under the Provisions of this Act for Land or Works taken or executed by the Mid Wales Company or the Milford Company between Llanidloes and Penpontbren, and the Mid Wales Company and the Milford Company shall also forthwith, after the End of each and every Half Year after such opening, repay to the Company the Amount actually expended by them in the then previous Half Year in maintaining the Joint Line, and the said Interest and other Payments shall be due from and paid by the Mid Wales Company and the Milford Company in Moieties; and if those Companies, or either of them, shall make default in Payment of the Moiety of such Interest or other Payments due from each of them respectively, after Demand shall have been made by the Company for Payment thereof, such Moiety may be recovered by the Company from the Company making such Default in any County or other Court having by Law Cognizance of the Action: Provided always, that if any Dispute shall arise between the Company and the Mid Wales and the Milford Companies, or between the Company and either of the said other Companies, as to the Amount actually expended by the Company, and on which Interest is to be paid as aforesaid, or as to the Expenditure of the Company on the Maintenance of the Joint Line to be repaid as aforesaid, every such Dispute may, and if so requested by any Company interested shall be determined by Arbitration under "The Railway Companies Arbitration Act, 1859."

Interest to be paid on Outlay of Company on Joint Line, and Cost of maintaining same to be repaid.

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Section 28.

Three Companies to have joint and equal Use of Joint Station.

The Three Companies shall be entitled jointly and equally to the User of the Joint Station and the Works and Conveniences connected therewith, and the Sidings, Turn-tables, Offices, Works, and Conveniences of the Joint Station shall accordingly be arranged so as to give to them respectively equal Facilities for their respective Traffic, and for the Accommodation of their respective Officers and Servants.

Section 29.

Differences as to Joint Line and Joint Station to be determined by Arbitration.

If and whenever any Difference arises between the Three Companies or any Two of them with respect to the Joint Line and the Works and Conveniences connected therewith or any Part thereof, or with respect to the Joint Station and the Works and Conveniences thereof or any Part thereof, or with respect to any of the Byelaws, Rules, and Regulations with respect to such Joint Line or Joint Station, every such Difference may and, if so requested by any Company interested, shall be determined by Arbitration under "The Railway Companies Arbitration Act, 1859."

Section 30.

Interest on One Third of Outlay on Joint Station, and on Costs of maintaining same, to be paid by each of the Mid Wales and Milford Companies.

Subject to the Provisions of this Act from and after the opening of the Joint Line and the Joint Station for public Traffic, the Mid Wales Company and the Milford Company shall, each of them respectively, pay half-yearly to the Company Interest at the Rate of Five Pounds per Centum per Annum on One Third of the Amount actually expended by the Company upon the Joint Station and the Works and Conveniences connected therewith; and the Mid Wales Company and the Milford Company shall also each of them forthwith after the End of each and every Half Year after such opening repay to the Company One Third of the Amount actually expended by them in the then previous Half Year in maintaining the Joint Station and the Works and Conveniences connected therewith, and in Payment of Officers and Servants employed thereat for the joint Purposes of the Companies entitled to the Use of the Joint Station; and if the Mid Wales Company and the Milford Company, or either of those Companies, shall make default in Payment of such Interest or other Payments due from them respectively, after Demand shall have been made by the Company for Payment thereof, the Amount due to the Company from the said other Companies or either of them may be recovered by the Company from the Company making default in any County or other Court having by Law Cognizance of the Action: Provided always, that if any Dispute shall arise between the Company and the Mid Wales and the Milford Companies, or between the Company and either of the said other Companies, as to the Amount actually expended by the Company on the Joint Station and the Works and Conveniences connected therewith, and on a Portion of which Interest is to be paid as aforesaid, or as to the Expenditure of the Company on the Maintenance of the Joint Station and the Works and Conveniences connected therewith, and in Payment of such Officers and Servants as aforesaid, a Portion of which is to be repaid as aforesaid, every such Dispute may and, if so requested by any Company interested, shall be determined by Arbitration under "The Railways Clauses Consolidation Act, 1859:" Provided always, that until after the Expiration of Three Years from the opening of the Joint Line and Joint Station for public Traffic the Amount to be paid for Interest by the Milford Company shall not in any Half Year exceed Twenty-five Pounds.

Section

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Section 31.

All the Powers of the Mid Wales Company with respect to the making of so much of their authorized Railway as would if made be situate between the present Passenger Station at Llanidloes and the intended Junction with their Railway at Penpontbren of the Joint Line by this Act authorized are by this Act repealed.

Repeal of Powers of Mid Wales Company for making Railway at Llanidloes.

Section 32.

All the Powers of the Milford Company with respect to the making of so much of their authorized Railway as would if made be situate between the authorized Termination thereof at Llanidloes and the intended Junction with their Railway at Penpontbren of the Joint Line by this Act authorized are by this Act repealed.

Repeal of Powers of Milford Company for making Railway at Llanidloes.

Section 33.

Notwithstanding the Repeal of those Powers of the Mid Wales Company and the Milford Company respectively, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done and suffered under those Powers respectively shall be as valid as if the Repeal had not happened; and the Repeal and this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands both present and future which if the Repeal had not happened would be incident to or consequent on any and everything so done and suffered respectively: Provided, that the Generality of this Provision shall not be restricted by any other of the Sections or Provisions of this Act.

General Saving of Rights notwithstanding Repeal of Powers.

Section 34.

Notwithstanding the Repeal of those Powers respectively, the Powers of the Mid Wales Company and of the Milford Company respectively under their respective Acts, for making Working and Traffic Arrangements with other Companies, shall after the passing of this Act continue to extend to the Joint Line, and any Working or Traffic Arrangement lawfully made by the Mid Wales Company or the Milford Company in reference to their respective Undertakings shall extend to the Joint Line in the same Manner as if such Line had actually formed a Portion of the Undertaking of the Mid Wales Company or, as the Case may be, of the Milford Company.

Notwithstanding such Repeal, Powers of the Companies for making Working and Traffic Arrangements with other Companies to continue to extend to the Joint Line.

Section 35.

The Repeal of those Powers respectively shall not prejudice or affect the Right of any Owner or Occupier of any Lands which the Mid Wales Company or the Milford Company were authorized to purchase for the making of any Portion of Railway to receive from the respective Company Compensation for any Damage occasioned by the Entry of the respective Company upon the Lands, or anything done by the respective Company therein.

Repeal not to prejudice Claims for Compensation for Entry on Lands, &c.

Section 36.

All powers of the Company for making Working, Traffic, or other Arrangements with other Companies or Persons shall extend to the Portion of Railway transferred to the Company under the Authority of this Act, and any Working, Traffic, or other Arrangement lawfully made by the Company in reference to their Undertaking, shall extend and apply to the said Portion of Railway as Part of that Undertaking.

Powers of Company for making Traffic Arrangements to extend to the Portion transferred to the Company.

Section

The Cambrian Railways Act, 1864.

Section 37.

Company to
make Compens-
ation for
Lands con-
tracted for, &c.

In every Case where before the passing of this Act any Contract was entered into or Notice given by the Mid Wales Company or the Milford Company for purchasing any Lands which the respective Company, by their respective Powers so repealed, were authorized to purchase for the making of any Portion of Railway, the Company shall make to the Owners or Occupiers of, and other Persons interested in the Lands full Compensation for all Injury and Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation to be paid for Lands taken under the Provisions thereof.

Section 38.

Compensation
where both
Mid Wales and
Milford Com-
panies con-
tracted for
same Land.

Provided, That in any Case where both the Mid Wales Company and the Milford Company entered into any Contracts or gave any Notices for purchasing the same Land, and whether or not the Contracts or either of them, or the Notices or either of them, related only to the same Land, or also to any other Land, then, so far as any Contract so entered into or any Notices so given related to the same Land, the Compensation to be so made shall be estimated as if only One of those Companies had entered into the Contract, or had given the Notice relating thereto.

Section 39.

Monies paid
into Banks, &c.,
by Mid Wales
and Milford
Companies for
Lands to belong
to respective
Company on
making Com-
pensation for
the Lands.

Where, in accordance with the Provisions of "The Lands Clauses Consolidation Act, 1845," any Money was paid into the Bank or to Trustees, or deposited by the Mid Wales Company or the Milford Company as Purchase Money or Compensation for or with respect to the entering upon, taking, or using by them respectively of any Land with respect to which they respectively entered into any such Contract or gave any such Notice, then, on Compensation being made by the Company in accordance with this Act in respect of the Land, the Money so paid or deposited, or the Stocks, Funds, or Securities in or upon which the Money is invested, and the Interest, Dividends, and annual Proceeds thereof, shall belong to the Company by whom or on whose Behalf the Deposit was made, and on their Petition to the Court of Chancery, or other Application in that Behalf, may and shall be paid or transferred to them.

Section 40.

For Tolls
Joint Line to
to be Part of
Mid Wales
Railway and
also Part of
Manchester
and Milford
Railway.

For the Purposes of Tolls, Fares, Rates, and Charges the Joint Line shall be deemed to be a Continuation and Part of the Mid Wales Railway, and also a Continuation and Part of the Manchester and Milford Railway: Provided, that only One Set of Tolls, Fares, Rates, or Charges shall be payable at one and at the same Time in respect of any Traffic on the Joint Line, and those Tolls, Fares, Rates, and Charges shall be payable to the Mid Wales Company if the Traffic is going to or coming from the Railway of the Mid Wales Company, or to the Milford Company if the Traffic is going to or coming from the Railway of the Milford Company.

Section 41.

Tolls on Joint
Line.

Subject to the Provisions of the several Acts relating to the Mid Wales Company and the Milford Company respectively and applicable in that Behalf, the respective Company from Time to Time may demand and take in respect of the Joint Line for all Passengers, Animals, and Things conveyed by the respective Company thereon, and for Carriages and Waggon and Trucks respectively

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tively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by the respective Company thereon, and for all other Matters with respect to their own Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the Acts of the respective Company, or any of them, the respective Company are authorized to demand and take for like Traffic, Services, and Matters on or with respect to the Main Line of the Mid Wales Railway or, as the Case may be, the Manchester and Milford Railway, in the same Manner as if the said Joint Line had actually formed Part of the Main Line of the Mid Wales Railway or, as the Case may be, of the Manchester and Milford Railway.

Section 42.

Provided, That the maximum Charges to be made by the respective Company with respect to the Tolls and other Charges for the User of their respective Main Line, and for locomotive Power, and for Carriages and Waggon, and for other Charges, apply to the Tolls and other Charges to be demanded and taken by the respective Company with respect to the Joint Line in the same Manner as if the said Joint Line had actually formed Part of the Main Line of the Mid Wales Railway or, as the Case may be, of the Manchester and Milford Railway.

Maximum
Tolls to be so-
taken.

Section 43.

Where any Company or Persons other than the Mid Wales Company or the Milford Company, or any Company or Person acting under an Agreement with those Companies or either of them respectively, work over or use the Joint Line, then the like Tolls for the User thereof by them respectively shall be paid as if they respectively worked over or used a like Portion of the Main Line of the Mid Wales Railway if such Working and User is for the Purposes of Traffic passing to or from the Mid Wales Railway, or a like Portion of the Main Line of the Milford Company if such working and User is for the Purposes of Traffic passing to or from the Railway of the Milford Company, and the Tolls so payable may be demanded and taken by the Company to or from whose Railway such Traffic is passing.

Tolls for User
of Joint Line
by Third
Parties.

Section 44.

Each of the Three Companies from Time to Time may demand and take such Charges in respect of the User of the Joint Station, and the Works and Conveniences connected therewith, and Services performed by them thereat, as the respective Company might lawfully take if the Joint Station belonged exclusively to the respective Company: Provided, that where any such Charge is taken on any Account by any One of the Three Companies, no other of them shall be entitled to demand or take any Charge on the same Account.

Charges for
User of Joint
Station and
Services
thereat.

Section 45.

The Three Companies from Time to Time may enter into and carry into effect all such Agreements as they from Time to Time think fit with respect to all or any of the Purposes of this Act.

Power for
Three Com-
panies to enter
into Agree-
ments.

Section 46.

The Three Companies respectively from Time to Time may make to each other all such Payments for or with respect to any of the Purposes or Subject Matters of this Act as they respectively from Time to Time agree on.

Payments by
Three Com-
panies to each
other.

The Cambrian Railways Act, 1864.

Newtown and Machynlleth Railway Act, 1857, 20 and 21 Vict., Cap. 106.

Section 23.

Lands for extraordinary Purposes.

The Company may purchase by Agreement and may hold Lands for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," but the Quantity of Land so to be purchased shall not exceed Ten Acres.

Section 40.

Power to enter into Agreements with the Six Companies or any of them, for facilitating Traffic.

It shall be lawful for the Company and the Six Companies, or for the Company and any or either of the Six Companies, from Time to Time, if they shall think fit, to enter into Contracts and Agreements for facilitating the Transmission and Transit of Traffic from or to and over the Railway by this Act authorized to or from and over the Railways of the Six Companies, or such of them as may be Party to the Contract or Agreement, in such Manner and upon such Terms and Conditions as they shall respectively think fit: Provided always, that no such Contract or Agreement which the Company may, in pursuance of the Powers contained in this present Enactment, enter into with any One of the Six Companies, shall be so framed as to prevent the Company from entering into similar Contracts or Agreements for the like Purposes with all or any of the said Companies.

Section 41.

Power to enter into Working Agreements with the Six Companies, or any of them.

It shall be lawful for the Company and the Six Companies, or for the Company and any or either of the Six Companies, from Time to Time, if they shall think fit, to enter into Contracts and Agreements with reference to the working, Maintenance, and Use of the Railway by this Act authorized, or any Part thereof, and as to the Payment or Contribution by and between the said Companies, or such of them as may be Party to any such Agreement, of or towards the Costs, Charges, and Expenses of such working, Maintenance, and Use, and also with reference to the Rates, Tolls, and Charges to be charged by or between the said Companies, or such of them as may be Party to any such Agreement, for or in respect of any Traffic, and the Appointment, Division, and Apportionment between the said Companies of such Rates, Tolls, and Charges, and such Contracts and Agreements from Time to Time to alter and vary as Occasion may require, and also for all or any of the Purposes aforesaid to make and execute all such Deeds, Contracts, Instruments, and Assurances as may be requisite or expedient for giving to the Matters and Premises aforesaid full Effect.

Section 42.

Power to Company to enter into Agreements for the User of other Lines and the Stations of other Companies.

It shall be lawful for the Company and the Llanidloes Company, and the Oswestry Company and the Shrewsbury Company, or for the Company and any or either of those Companies, if they shall think fit, to enter into Contracts and Agreements for the User by the Company of the Railways, or any Portion of the Railways, and of any Station or Stations, and all Offices and Conveniences connected therewith, belonging to such Companies, or such of them as may be Party to any such Agreement, and with respect to the Rates, Tolls, or other Charges which shall be paid by the Company for the Use of the same.

Section

The Cambrian Railways Act, 1864.

Section 43.

Provided always, That any such Agreement made under the Powers of this Act as aforesaid shall not be for more than Ten Years; and no such Agreement shall have any Operation until the same shall have been approved of by the Board of Trade; and no such Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Company shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company; but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the said Agreement may relate upon the same Terms and Conditions and on Payment of the same Tolls, Rates, and Charges as they would have been in case no such Agreement had been entered into: Provided also, that the said Board shall not approve any such Agreement as aforesaid without being satisfied that the same has been duly assented to by Shareholders of the Companies Parties thereto, in Special Meetings assembled for the Purpose, and holding at least Three Fifths of the paid-up Capital represented at such Meetings, personally or by proxy, such Shareholders being qualified to vote thereat in right of such Capital.

Duration of Agreement; but to be approved by Board of Trade.

Section 44.

At the Expiration of any such Agreement as aforesaid the said Companies, with such respective Consent as aforesaid, in Special Meeting of the Shareholders of such Companies respectively and subject to the Approval of the Board of Trade, may enter into a further Agreement for all or any of the Purposes aforesaid: Provided, that before such Companies shall enter into any such further Agreement as aforesaid, they shall give Notice of their Intention to enter into such Agreement by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Two successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway or Railways to which such proposed Agreement relates is situate; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement and desiring to object thereto may bring such Objections before the Board of Trade; and no such Agreement shall be valid at Law or in Equity until the same shall have been approved by the Board of Trade and assented to by such Majority of the Shareholders as is herein-before mentioned.

Agreement may be renewed with the Approval of the Board of Trade.

Public Notice to be given of the Intention to enter into Agreements.

Agreement inoperative unless approved by Board of Trade.

Oswestry, Ellesmere, and Whitchurch Railway Act, 1861,
24 and 25 Vict., Cap. 223.

Section 21.

The Company may by Agreement purchase Land adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," but the Quantity of Land so to be purchased shall not exceed Ten Acres.

Lands for extraordinary Purposes.

Section 24.

And whereas the Railway No. 1 is to be carried over the Canal of the Shropshire Union Railways and Canal Company (herein-after called "the Canal Company:")

For Protection of Property of Shropshire

The Cambrian Railways Act, 1864.

Union Rail-
ways and Canal
Company.

Company:”) Therefore, for the Protection of that Company and their Canal, the Company shall be subject to and shall observe, fulfil, and conform to the following Conditions, Restrictions, and Obligations; (to wit,)

The Railway shall be carried by the Company over the Canal and the Towing-path thereof, by Means of a good and substantial Bridge of Brick, Stone, and Iron:

The clear Height of the Bridge above the Canal and Towing-path shall be nowhere less than Eight Feet, and the Bridge shall be of such Width as shall leave an open and uninterrupted navigable Waterway in the Canal of not less than Twenty Feet in Width, and a Towing-path of not less than Five Feet in Width:

The Piers or Abutments of the Bridge shall be placed in such Position adjoining the said Canal and Towing-path, as shall be approved for that Purpose by the Engineer for the Time being of the Canal Company:

The Company shall not, in constructing the Bridge over the Canal, or in any other Case or for any other Purpose, alter the Line or Level of the said Canal, or obstruct the Navigation of the said Canal or any Part thereof, or divert any of the Waters thereof or which now supply the said Canal, or injure any of the Works, Slopes, or Embankments of the said Canal:

During the Construction of the said Bridge, and also during any necessary Repairs thereof, there shall at all Times be left a free, open, uninterrupted, navigable Waterway in the said Canal of not less than Ten Feet in Width, and a Towing-path of not less than Five Feet in Width, and a Space above the Canal and Towing-path of not less than Eight Feet in Height in the Clear:

The Company shall not, without in each Instance the previous Consent in Writing for the Purpose of the Canal Company, under their Common Seal, enter upon, take, use, or interfere with, either temporarily or permanently, any of the Lands, Works, or Property of the Canal Company, save only for the Purpose of carrying the Railway over the Canal and Towing-path by means of the Bridge so to be constructed:

The Company shall at all Times keep the said Bridge and Works in good and substantial Repair.

Section 25.

For preventing
Obstructions to
Canal.

If, in the Execution of any of the Works by this Act authorized, or by reason or in consequence of any of those Works when made or of any Act or Omission of the Company, the said Canal or the Towing-path thereof shall at any Time be so obstructed or impeded as that Boats, Barges, or other Vessels, Men, or Horses using the same cannot conveniently pass along the same, then and in any such Case the Company shall pay to the Canal Company, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Day and Part of a Day during which any such Obstruction or Impediment shall continue; and the Canal Company may at the Costs and Charges of the Company remove such Obstruction or Impediment, and make good all Damage or Injury to the said Canal or Towing-path occasioned thereby; and in default of Payment of any such Costs and Charges, or of any such Sum or Sums as aforesaid, within Ten Days after Demand thereof in Writing given to the Secretary of the Company or left at the Office or Place of Business of such Secretary, the Canal Company may recover the same in any Court of competent Jurisdiction.

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Section 26.

Except as in this Act expressly provided, this Act or anything therein obtained, or any Act referred to in this Act, shall not take away, lessen, prejudice, or alter any Right, Interest, Power, Privilege, or Authority of the Canal Company.

Saving Right of Shropshire Union Company.

Section 27.

Except as is by this Act specially provided, nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to the Two Companies, or either of them, or to the Great Western Railway Company, or to alter, vary, or interfere with their Railways, or any of the Works thereof, further or otherwise than is necessary for the Construction of the Works by this Act authorized, and the convenient Junction and Intercommunication with the Railways of those Companies, without Consent in Writing in each Case first had and obtained for that Purpose.

Not to take Lands or interfere with Works of other Companies except for Purposes authorized.

Section 28.

The Company shall construct and maintain a Station, with all suitable Booking Offices and Accommodation for the Convenience of the Public, at or near the Point where the Railway No. 1 will pass or be carried over the Road numbered 11 in the Parish of Hanmer upon the Plans deposited as aforesaid; and the Railway and the Trains thereon shall from Time to Time and at all Times thereafter be so worked by the Company as most effectually to conduce to the daily Convenience of the Public resorting to and using such Station, and as well with respect to Goods as Passengers.

Station to be constructed in the Parish of Hanmer.

Section 29.

The Company shall construct and maintain a Siding adapted in all respects for the loading, unloading, and Removal of Coal, Manure, and Goods of every Description at the Point where the Railway will cross the Road in the Township of Bronington in the County of Flint, called Fenn's Lane, and will at all Times afford to the Public resorting thereto all proper and necessary Facilities in respect of such loading, unloading, and Removal as aforesaid of Coal, Manure, and Goods.

Siding to be made by the Company at Fenn's Lane.

Section 30.

In the Construction of the Railway No. 1 by this Act authorized through the Farm called Cornhill Farm, in the Parish of Hanmer, belonging to Sir John Hanmer, Baronet, the Company shall make and maintain such Approaches to the Cornhill Canal Bridge as shall be reasonably required by the said Sir John Hanmer, his Heirs and Assigns, for the Service and Use of the Tenants of the said Farm for the Time being, and for the Conveyance of Farming Produce to and from the Homestead of the said Farm; and the Nature and Extent of the Accommodation so to be afforded by the Company shall in the event of Dispute be settled by Arbitration, at the Cost of the Company, in manner provided by "The Lands Clauses Consolidation Act, 1845," in Cases of disputed Compensation.

As to Works through the Estate of Sir J. Hanmer, Bart.

Section 32.

The Junctions of the Railways with the Oswestry and Newtown, London and North-western, and Great Western Railways respectively shall be effected by means of Junction Rails and Points of the Construction most approved, and laid

Junctions with other Railways to be made in manner most approved.

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in the Manner most approved, and to the Satisfaction of the Engineer of the Company owning the Railway with which the Junction is made.

Section 33.

Works at Junctions to be done to Satisfaction of the Engineer of the Company.

The Expense of the Junctions of the Railways with the Oswestry and Newtown, London and North-western, and Great Western Railways respectively, and of all requisite Works for effecting those Junctions respectively, and of all Repairs thereof respectively, shall be paid by the Company; and those Works shall on every Occasion be done in such Manner as not to injure those Railways respectively, and to the Satisfaction of the Engineer of the Company owning the Railway with which any such Junction is made.

Section 34.

As to Expense of Signals, Watchmen, &c., at Points of Junction with Oswestry and Newtown Railway.

The Oswestry and Newtown Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction hereby authorized between the Railway and the Oswestry and Newtown Railway, and appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the Working and Management of such Signals and Conveniences, whether on the Land of the Oswestry and Newtown Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the Oswestry and Newtown Railway Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incident and current Expenses shall, at the End of every Half Year, be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Section 35.

As to Expense of Signals, Watchmen, &c., at Point of Junction with London and North-western Railway.

The London and North-western Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction hereby authorized between the Railway and the Shrewsbury and Crewe Branch of the London and North-western Railway, and appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the Working and Management of such Signals and Conveniences, whether on the Land of the London and North-western Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the London and North-western Railway Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incident and current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Section 36.

As to Expense of Signals, Watchmen, &c., at Point of Junction with Great Western Railway.

The Great Western Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction hereby authorized between the Railway and the Shrewsbury and Chester Line of the Great Western Railway, and appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the Working and Management of such Signals and

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and Conveniences, whether on the Land of the Great Western Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the Great Western Railway Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incident and current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Section 47.

The London and North-western Railway Company from Time to Time may subscribe for or take and hold Shares of the Capital, or otherwise contribute towards the Funds of the Company, to any Extent not exceeding Thirty thousand Pounds.

Power for London and North-western Company to contribute.

Section 48.

For the Purposes of any Contribution by either of the Two Companies towards the Funds of the Company, the contributing Company may apply any Monies now or hereafter belonging to them or under their Control, and which are not by any Act or Acts relating to them respectively expressly appropriated for any particular Purpose, or which, if so appropriated, are not required for that Purpose, and may raise any Monies by the Creation and Issue of new Shares or Stock, either ordinary or preferential, but, if preferential, the Dividend thereon not to exceed the Rate of Five Pounds per Centum per Annum.

Power for contributing Company to raise and apply Monies for such Contributions.

Section 49.

The preferential Dividend, if any, to be paid by any of the contributing Companies on any Shares which they respectively are by this Act authorized to create, shall be payable half-yearly out of the Profits of every Year applicable for the Payment of Dividends and in priority to the Dividend on the Ordinary Shares; but if and whenever the Profits of any Year ending with the Thirty-first Day of December applicable for the Payment of Dividends on the Shares of the contributing Company or Companies, as the Case may be, are insufficient for the Payment in full of the preferential Dividend thereon for that Year, the Deficiency shall not be paid or payable wholly or in part out of the Profits of any subsequent Year, or out of any other Funds of the Company which created such Shares.

Payment of preferential Dividends by contributing Company.

Section 50.

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

Certificates of Shares to express Conditions of Issue.

Section 51.

No Contribution towards the Funds of the Company shall be made, nor shall any Share or Stock be created for the Purpose, by either of the Two Companies, without in every Case the Sanction of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at a General Meeting specially convened for the Purpose.

Sanction of Shareholders for Contribution by such Companies.

Section 52.

Provided always, That any Preference or Priority in the Payment of Interest or Dividend granted by any of the Two Companies, with respect to any

Saving Rights of existing preferential Shares.

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any new Shares or Stock created by them respectively, in pursuance of this Act, shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock previously granted by them respectively by or in pursuance of or confirmed by any Act of Parliament passed before this Act or in the present Session of Parliament, or otherwise from Time to Time lawfully subsisting.

Section 53.

Nominees of contributing Companies to vote at Meetings of Company.

Either of the contributing Companies holding Shares in the Capital of the Company may from Time to Time appoint any Person, whether or not a Shareholder of the Company, to vote on behalf of the appointing Company at General Meetings of the Company, and from Time to Time may revoke any such Appointment and appoint another Person in that Behalf; and the Person so from Time to Time appointed shall, during his Appointment, and in respect of the Shares so from Time to Time held by the appointing Company, be entitled to be present and to take Part in the Discussions and to vote at all General Meetings of the Company as if he were the Holder in his own Right of those Shares.

Section 54.

Instruments of Appointment and Revocation of Nominees.

Every Instrument of Appointment or Revocation of a Person to vote at Meetings of the Company shall be respectively in Writing under the Hand of the Chairman of the appointing Company; and the respective Instruments shall be delivered by the appointing Company to the Company or their Secretary, and shall be kept by the Company with their Records, and shall at all reasonable Times be open to the Inspection and Transcription of all Persons interested.

Section 55.

Validity of such Instruments and Acts thereunder.

Until the contrary be shown, every Instrument purporting to be the Instrument of any such Appointment or Revocation, and under the Hand of the Chairman or the appointing Company, and without Proof of the Appointment or Revocation respectively having been duly authorized by the appointing Company, or of any other Matter except the Signature thereto, shall be Evidence of the Appointment or Revocation respectively purporting to be thereby made: Provided always, that notwithstanding it be afterwards discovered that there was some Defect in the Appointment of a Person to vote on behalf of the appointing Company, all his Votes on behalf of the appointing Company, and all Proceedings consequent thereon or relating thereto, shall be valid as if the respective Person had been duly appointed.

Section 56.

Appointing Company to give Notice to Company of Appointment, &c. of Nominee.

The Secretary of the appointing Company shall give Notice in Writing, to be sent by Post to, or delivered at, the principal Office of the Company, of every Appointment or Revocation of any Person from Time to Time appointed to vote on behalf of the appointing Company at General Meetings of the Company; and every such Notice shall be so given as soon as conveniently may be after the Event therein certified has occurred; and until the contrary be shown every such Notice shall, as between the Company and the appointing Company, be Evidence of the Fact thereby certified.

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Section 57.

The Purposes for which Agreements may from Time to Time be entered into between the Company on the one hand and the Two Companies or either of them on the other hand shall include the following Purposes; (that is to say,) Purposes for which the Agreements may be made.

First, the working by the Two Companies or either of them with their Engines and Carriages of the Traffic on the Railways or any Part thereof:

Secondly, the Interchange of Traffic between the Railways of the Company and the Railways of the Two Companies or either of them respectively:

Thirdly, the forwarding of Traffic on the Railways of the Company and the Railways of the Two Companies respectively:

Fourthly, the Division and Apportionment between the Company and either of the Two Companies respectively of the Tolls, Fares, Rates, Charges, and Profits arising from such Traffic:

Fifthly, the Appointment and Regulation of any Joint Committee of Directors of the Company and Directors of the Two Companies or either of those Companies for the Management of the Railways of the Company:

Sixthly, the renewing or modifying of any Agreements so entered into.

Section 58.

No such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized to demand and receive from any Person or any other Company; but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges, as they would be if the Agreement were not made. Restrictions on Agreements between Companies.

Section 59.

No Agreement which shall hereafter be entered into for any of those Purposes, nor any Modification of any such Agreement shall, so far as the Terms and Conditions thereof are not authorized by "The Railways Clauses Consolidation Act, 1845," or by any other General Statute or Law from Time to Time in force with respect to the Companies Parties to the Agreement, have any Operation unless and until it be sanctioned by not less than Three Fifths of the Votes of the Shareholders of every Company Party thereto present, personally or by proxy, at a General Meeting of the respective Company specially convened for the Purpose. Sanction of Shareholders of Agreements.

Section 60.

Every Special Meeting for the Purpose of considering any Agreement under this Act shall be called by Circular addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders, and also by Advertisement inserted Once in each of Two consecutive Weeks in a Newspaper published in the County of Salop, and the last of such Advertisements shall be published not less than Seven Days before such Meeting. How Meetings are to be called.

Section 61.

No such Agreement shall have any Operation until it be approved by the Board of Trade, and the Board of Trade shall not approve any such Agreement Approval of Board of Trade.

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without being satisfied of its having received such Sanction of Shareholders as is by this Act required.

Section 62.

Agreements between Companies may be modified by Board of Trade.

Provided always, That at the Expiration of the first or any subsequent Period of Ten Years after the making of any such Agreement or of any Modification of any such Agreement, the Board of Trade may, if they think fit, cause the same to be revised, and the Board of Trade shall have Power to modify the Agreement in such Manner as the Board may think necessary, and to declare the Modification made by them to be Part of such Agreement, and the same shall be read and take effect accordingly.

Section 63.

Joint Committee for Purposes of Agreement.

The Companies Parties to any such Agreement may, in accordance therewith and for the Purposes thereof, appoint a Joint Committee, composed of such Number of the Directors of those Companies respectively as those Companies think proper, and from Time to Time may alter, vary, and renew the Joint Committee as Occasion requires, and may regulate the Proceedings of the Joint Committee, and may delegate to the Joint Committee all such Powers as those Companies respectively think necessary for carrying into effect the Purposes of the Agreement; and every Joint Committee so appointed shall have and may exercise the Powers so from Time to Time delegated to them in like Manner as those Powers might be had and exercised by those Companies respectively or their respective Directors.

Section 64.

Public Notice to be given of Intention to enter into or alter any such Agreement.

Before the said Companies shall enter into any such Agreement as aforesaid, they shall give Notice of their Intention to enter into such Agreement, in a Form to be approved by the Board of Trade, inserted One in each of Three successive Weeks in some Newspaper or Newspapers published or circulating in the County of Salop; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement and desiring to object thereto may bring such Objections before the Board of Trade.

Section 65.

For facilitating Traffic between Railway and London and North-western Railway.

Whereas the Railway by this Act authorized effects a Junction with the Crewe and Shrewsbury Line of the London and North-western Railway Company at or near Whitchurch, and it is expedient that Provision should be made for securing the due working of the Railway so as to admit of the convenient Interchange of Traffic at such Point of Junction: Therefore, as respects the Railway of the Company between Whitchurch and Oswestry, and the Stations of the Company at Oswestry and intermediate Places between Oswestry and Whitchurch, and in consideration of the reciprocal Powers hereby granted to the Company, the London and North-western Railway Company shall, for the Purposes of all Traffic whatever, whether Passengers, Cattle, Goods, Minerals, or other Things, to or from Oswestry and such intermediate Places respectively, from Time to Time and at all Times hereafter, have the Right to book and invoice through, over the Railway of the Company all such Traffic intended to pass to or from any Place on the Line of the London and North-western Railway Company from which the Line of the Company, in conjunction with that of the London and North-western Railway Company, forms the shortest Railway Route; and the Company shall, for and in

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in respect of all such Traffic, at all Times afford to and for the London and North-western Railway Company all needful Accommodations, Facilities, and Conveniences, at, on, and over the Lines and Stations of the Company by the Trains of the Company, Through Booking, Through Rates, Through Waggons and Carriages, and shall at all Times and in all respects conduct, forward, carry on, and accommodate all such Traffic on equal Terms with as well as if it were their own proper Traffic, and the Charge to the London and North-western Railway Company shall in no Case exceed the Mileage Proportion of the Through Rates in respect of such Traffic after Deduction of the usual Clearing House Terminal Charges on Goods and Government Duty on Passengers: Provided always; that the Rates and Charges shall be calculated as if the Traffic passed over the shortest Distance that the Lines of the Company and the London and North-western Railway Company in connexion would give, and out of such Charges the Company shall receive its full Mileage Proportion of the Distance which the Traffic passing over their Railway has actually traversed; and it shall be lawful for the London and North-western Railway Company, if they think fit, from Time to Time to have and employ at all or any of the Places and Stations aforesaid their own Booking and Invoicing Clerks and carting and other Agents; and the Company shall provide all proper and needful Accommodations, as before stipulated: And as respects the Railway of the London and North-western Railway Company between Whitchurch and Crewe, and the Stations of that Company at Whitchurch and Crewe, and Places intermediate between Whitchurch and Crewe, the Company shall have the same Rights, Powers, and Privileges in all respects as are hereby granted to the London and North-western Railway Company as respects the Railway and the before-mentioned Traffic and Stations of the Company: If any Dispute shall at any Time arise between the Company and the London and North-western Railway Company as to the Amounts to be allowed or charged by the one to the other for the Services and Accommodations to be respectively performed and supplied as aforesaid, or as to any Matter or Thing in the foregoing Provision mentioned, the same shall from Time to Time be settled by Arbitration in the Manner provided for the Settlement of Disputes by Arbitration by "The Railway Companies Arbitration Act, 1859," and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and either of the said Companies who shall refuse or neglect to perform or observe and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for any such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

Section 66.

If the Railway shall be worked continuously with the London and North-western Railway under the Powers to that effect herein-before contained, Articles or Persons conveyed continuously for a less Distance than Four Miles upon the Railway and the London and North-western Railway shall only be charged once as for Four entire Miles in the same Manner as if the London and North-western Railway had formed Part of the Railway hereby authorized, anything in the Acts relating to the London and North-western Railway to the contrary notwithstanding.

If Railway worked continuously with London and North-western only One Short-distance Charge to be made.

Section

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Section 67.

To facilitate the Transmission of Traffic to or from the Great Western Railway from or to the Railways of the Company.

In order to facilitate as far as may be practicable the Transmission of Traffic coming to or from the Great Western Railway from or to any Place or Places on the Railways of the Company, and to provide against any undue Interruption or Delay in the Passage of such Traffic to its Destination, the Company shall and they are hereby required to afford at all Times such reasonable and proper Facilities and Accommodation upon their Railways, and at the several Stations thereon, and to perform such Services in the Transmission of such Traffic as shall effectually secure the Objects last aforesaid; and the Company shall make such Arrangements for booking at their several Stations of all Descriptions (including the Station at Whitchurch of the London and North-western Railway) of Traffic which may be offered thereat for Transmission to any Part of the Railways for the Time being of the Great Western Railway Company as shall be necessary for the Convenience of such Traffic, and for the due and punctual Transmission thereof; and it shall be lawful for the Great Western Railway Company, if they think fit, from Time to Time to have and employ at all or any of the Places and Stations aforesaid their own Booking and Invoicing Clerks and carting and other Agents; and the Company shall account from Time to Time to the Great Western Railway Company for such Proportion of the Sums received by the Company at their Stations in respect of such Traffic as the Great Western Railway Company may be entitled to receive in respect of the Passage of such Traffic over the Railways of the Great Western Railway Company, or any of them; and the Company shall also, if required by the Great Western Railway Company, carry on such Traffic as last aforesaid in Carriages and Trucks of the same Gauge belonging to or to be supplied by the Great Western Railway Company, so that no Change of Carriage or Truck shall be required in the Transmission of any Traffic to or from any Part of the Lines for the Time being belonging to the Great Western Railway Company from or to any Part of the Railways belonging to the Company; and the Rates of Charge at which the said several Services shall be performed and Accommodation afforded by the Company, as well as the Nature and Extent and Mode of Performance of such Services, and the Nature and Extent of the Accommodation to be afforded by the Company as aforesaid, and all Matters of Detail and Arrangement connected therewith, shall, in case of Difference at any Time between the Great Western Railway Company and the Company in reference to the Matters aforesaid or any of them, be settled by the Board of Trade, or by an Arbitrator to be appointed by that Board, and that Board shall have Power to affix from Time to Time such Penalties, not exceeding One hundred Pounds for any One Offence, for the Nonperformance or Nonobservance of any Rules or Regulations which they may require to be adopted for giving Effect to the Provisions herein-before contained as to them may seem meet; and such Penalties may be recovered as any other Penalties may be recovered under the Provisions of "The Railways Clauses Consolidation Act, 1845," it being the true Intent and Meaning of this Act that the Traffic passing from or intended to pass to any Part of the Railways for the Time being of the Great Western Railway Company to or from the Railways or Stations of the Company shall be accommodated by such last-mentioned Company, and transmitted upon their Railways with all such and the same Facilities as they would or might afford to such Traffic if intended to pass exclusively on their Railways.

Oswestry

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Oswestry, Ellesmere, and Whitchurch Railway (Extension) Act, 1862, 25 and 26 Vict., Cap. 218.

Section 7.

For any of the extraordinary Purposes expressed in "The Railways Clauses Consolidation Act, 1845," the Company from Time to Time may purchase, by Agreement, in addition to the other Lands which they are authorized to purchase, any Quantity of Lands not exceeding in the whole Five Acres.

Land for existing Purposes.

Section 8.

Subject to the Provisions of this Act, the Company may make and maintain the Railway and Works by this Act authorized, and, so far as the same are shown on the deposited Plans and Sections, may make and maintain the same in the Line and in accordance with the Levels shown on the deposited Plans and Sections, and in the Lands shown on the deposited Plans and specified in the deposited Books of Reference.

Power to make Railways according to deposited Plans.

Section 9.

The Line of Railway by this Act authorized comprises the following Line of Railway, with all proper and sufficient Sidings, Stations, Approaches, Buildings, Works, and Conveniences connected therewith:

Railways authorized by Act.

The Ellesmere and Wem Line, being a Line of Railway commencing by a Junction with the Railway No. 1, by the recited Act authorized, and terminating by a Junction with the Shrewsbury and Crewe Line of the London and North-western Railway.

Section 10.

The Railway by this Act authorized, and the Works and Conveniences connected therewith, shall be Part of the Oswestry, Ellesmere, and Whitchurch Railway, and may be made and maintained by the Company accordingly.

Line of Railway authorized to be Part of Company's Railway.

Section 11.

In carrying the Railway over the Road numbered on the deposited Plans as follows, the Company may make the Span of Arch of the Bridge necessary for the Purpose not less than as follows:

Span of Arch.

| Number of Plan. | Parish. | Description of Road. | Span of Arch. |
|-----------------|---------|----------------------|---------------|
| 30 | Wem - - | Public Road - - | 20 Feet. |

Section 12.

The Junction by this Act authorized of the Railway with the Shrewsbury and Crewe Line of the London and North-western Railway shall be effected by Connection Rails and Points of the Construction most approved and laid in the Manner most approved, and to the reasonable Satisfaction of the Engineer of the London and North-western Railway Company; and in order to the making of that Junction the Company may make such Openings in and Alterations of the said Shrewsbury and Crewe Line and the Works connected therewith as the Company find requisite.

Junction with Shrewsbury and Crewe Line.

Section 13.

The Expense of the said Junction and of all Works requisite for effecting the Junction and of all Repairs thereof, shall be paid by the Company, and the Works for the Purpose shall on every Occasion be done to the reasonable Satisfaction

Expense of Junction.

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Satisfaction of the Engineer of the London and North-western Railway Company.

Section 14.

Signals and Junctions.

The London and North-western Railway Company may from Time to Time make and maintain such Signals and other Works and Conveniences as well on the Land of the Company as on their own Lands, and appoint and remove such Watchmen, Pointsmen, and other Servants as the London and North-western Railway Company deem necessary for the Prevention of Danger to and Interference with Traffic at or near to the Junction, and the Working and Management of the Signals, Works, and Conveniences, and the Control and Direction of the Watchmen, Pointsmen, and other Servants shall belong exclusively to the London and North-western Railway Company.

Section 15.

Expenses of Signals.

The Expenses of making and maintaining the Signals, Works, and Conveniences, and of employing and paying the Watchmen, Pointsmen, and Servants, shall, at the Expiration of every Half Year, be repaid by the Company to the London and North-western Railway Company; and in default of Payment may be recovered from the Company in any County Court or other Court of competent Jurisdiction.

Section 16.

For Protection of Canal of Shropshire Union Railways and Canal Company.

And whereas the Railway fifthly herein-before described is to be carried over the Canal of the Shropshire Union Railways and Canal Company: Therefore, for the Protection of that Company and for their Canal, the Company shall be subject to and shall observe, fulfil, and conform to the following Conditions, Restrictions, and Obligations; (to wit,) the Railway shall be carried by the Company over the Canal and the Towing-path thereof by means of a good and substantial Bridge of Brick, Stone, or Iron; the clear Height of the Bridge above the Canal and Towing-path shall be nowhere less than Eight Feet; and the Bridge shall be of such Width as shall leave an open and uninterrupted navigable Waterway in the Canal of not less than Twenty Feet in Width, and a Towing-path of not less than Five Feet in Width; the Piers or Abutments of the Bridge shall be placed in such Position adjoining the said Canal and Towing-path as shall be approved for that Purpose by the Engineer for the Time being of the Shropshire Union Railways and Canal Company; the Company shall not, in constructing the Bridge over the Canal, or in any other Case, or for any other Purpose, alter the Line or Level of the said Canal, or obstruct the Navigation of the said Canal or any Part thereof, or divert any of the Waters thereof or which now supply the said Canal, or injure any of the Works, Slopes, or Embankments of the said Canal; during the Construction of the said Bridge, and also during any necessary Repairs thereof, there shall at all Times be left a free, open, uninterrupted navigable Waterway in the said Canal of not less than Ten Feet in Width, and a Towing-path of not less than Five Feet in Width, and a Space above the Canal and Towing-path of not less than Eight Feet in Height in the Clear; the Company shall not, without, in each Instance, the previous Consent in Writing for the Purpose of the Shropshire Union Railways and Canal Company, under their Common Seal, enter upon, take, use, or interfere with, either temporarily or permanently, any of the Lands, Works, or Property of the Shropshire Union Railways and Canal Company, save only for the Purpose of carrying the Railway over the Canal

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Canal and Towing-path by means of the Bridge so to be constructed; the Company shall at all Times keep the said Bridge and Works in good and substantial Repair.

Section 17.

If in the Execution of any of the Works by this Act authorized, or by reason or in consequence of any of those Works when made, or of any Act or Omission of the Company, the said Canal or the Towing-path thereof shall at any Time be so obstructed or impeded as that Boats, Barges, or other Vessels, Men or Horses, using the same, cannot conveniently pass along the same, then and in any such Case the Company shall pay to the Shropshire Union Railways and Canal Company, as or by way of ascertained Damages, the Sum of Twenty Pounds for every Day and Part of a Day during which any such Obstruction or Impediment shall continue; and the Shropshire Union Railways and Canal Company may, at the Costs and Charges of the Company, remove such Obstruction or Impediment, and make good all Damage or Injury to the said Canal or Towing-path occasioned thereby; and in default of Payment of any such Costs and Charges, or of any such Sum or Sums as aforesaid, within Ten Days after Demand thereof in Writing given to the Secretary of the Company, or left at the Office or Place of Business of such Secretary, the Shropshire Union Railways and Canal Company may recover the same in any Court of competent Jurisdiction.

For preventing
Obstructions to
Canal.

Section 18.

Except as in this Act expressly provided this Act or anything therein contained, or any Act referred to in this Act, shall not take away, lessen, prejudice, or alter any Right, Interest, Power, Privilege, or Authority of the Shropshire Union Railways and Canal Company.

Saving Rights
of Shropshire
Union Com-
pany.

Section 19.

The Company in constructing the Branch Railway fourthly herein-before described shall not take, use, or in any way interfere with the Tramway of the Shropshire Union Railways and Canal Company, without the Consent in Writing of such last-mentioned Company, under their Common Seal, first had and obtained for that Purpose.

For Protection
of Tramway of
Shropshire
Union Rail-
ways and Canal
Company.

Section 20.

Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon or use, either permanently or temporarily, any of the Lands belonging to the London and North-western Railway Company, or to alter, vary, or interfere with the London and North-western Railway, or any of the Works thereof, further or otherwise than is necessary for the proper and convenient Junction between their said Railway and the Railway hereby authorized, without the Consent in Writing in every Instance for that Purpose first had and obtained of the London and North-western Railway Company.

Company not
to take Lands
belonging to
the London
and North-
western Rail-
way Company,
without Con-
sent.

Section 21.

The Railway by this Act authorized shall be completed within Three Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the same respectively shall cease to be exercised, except as to so much thereof respectively as is then completed.

Period for
Completion of
Works.

Section

The Cambrian Railways Act, 1864.

Section 22.

Deposits in Court of Chancery to be forfeited to the Crown in a certain Event.

Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to the Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Thirteen thousand six hundred Pounds has been deposited with the Court of Chancery with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything in that Act, the Sum of Four thousand eight hundred Pounds, Parcel of the said deposited Sum, such Parcel being Eight Pounds per Centum on Sixty thousand Pounds, the Estimate of the Expense of the Railway by this Act authorized, or the Interest or Dividends of the said Sum of Four thousand eight hundred Pounds, shall not, except upon the Execution and Deposit of such a Bond as is in this Section mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of Persons named in the Warrant or Order lodged in pursuance of that Act, or the Survivors or Survivor of them, unless the the Company, before the Expiration of the Period limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half; and if the Period expire before the Company either open the Railway for the public Conveyance of Passengers or give the Proof to the Satisfaction of the Board of Trade, the said Sum of Four thousand eight hundred Pounds and the Interest and Dividends thereof shall immediately from and after the Expiration of [that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom; provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Four thousand eight hundred Pounds be executed by the Company, with One or more Sureties (the Bond to be prepared to the Satisfaction of and the Surety or Sureties to be approved by the Solicitor to the Treasury) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Four thousand eight hundred Pounds if the Company do not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital, and if the Bond be deposited with the Solicitor to the Treasury, then the said Sum of Four thousand eight hundred Pounds and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, and the Monies recovered on the Bond shall be dealt with in like Manner as the deposited Sum of Money and the Interest or Dividends thereof would be dealt with under this Act if the Bond were not so executed and deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

Section

The Cambrian Railways Act, 1864.

Section 26.

The several Provisions of Sections Fifty-seven to Sixty-seven, both inclusive, respectively, of the recited Act, extend and apply to the Railway by this Act authorized, and shall be read and have effect as fully and effectually in all respects as if that Railway had been authorized by the recited Act as Part of the Railway thereby authorized.

Sections 57 to 67 of recited Act extended to Railways authorized by Act.

Section 27.

The Company, from Time to Time, with the Sanction of a General Meeting, may raise, by the Creation and Issue of new Shares, the additional Capital of Sixty thousand Pounds.

Power for Company to raise additional Capital by new Shares.

Section 28.

If the Company, after having created any new Shares, determine not to issue the whole of the new Shares so created, they may cancel the unissued new Shares, and from Time to Time thereafter may create and issue instead thereof other new Shares of an aggregate nominal Amount, not exceeding the aggregate nominal Amount of the Shares so cancelled.

Power to cancel unissued Shares.

Section 29.

The new Shares from Time to Time created and issued by the Company under this Act, and the Holders thereof, shall be subject and entitled to the like Powers, Provisoes, Forfeitures, Liabilities, Rights, Privileges, and Incidents whatsoever in all respects as if the new Shares were Shares of the Company's original Capital under the recited Act, and the Company from Time to Time may dispose of the new Shares at such Times, to such Persons, and on such Terms and Conditions as they think fit: Provided always, that the Company shall not issue any Share at a Discount, nor shall the Company under the Authority of this Act create or issue any preferential or guaranteed Shares.

New Shares to be subject to same Incidents as present Shares.

Section 30.

The greatest Amount of a Call on any new Share shall be One Fourth of the nominal Amount thereof, and the Interval between successive Calls shall be at least Two Months, and the aggregate Amount of all the Calls in any One Year shall not exceed Three Fourths of the nominal Amount of the new Share: Provided, that the Company if they think fit may issue all or any of the new Shares on Condition of the whole Amount thereof being at once paid up.

Calls on new Shares.

Section 31.

If the Company create and issue any new Shares of any Amount other than Ten Pounds, then, for ascertaining the Number of Votes of the Shareholders, the nominal Amount of all the Shares held by every Shareholder shall be deemed to be so many Shares of Ten Pounds each as the Number of Ten Pounds (rejecting Fractions) into which the nominal Amount is divisible.

Votes for Shares.

Section 32.

The Company from Time to Time may borrow on Mortgage under this Act, any Sum not exceeding (in addition to the Amount which by the recited Act and any Act of the present Session other than this Act they are authorized to borrow on Mortgage) Twenty thousand Pounds: Provided, that the Company shall not borrow any Part thereof until the whole of the additional Capital of Sixty thousand Pounds by this Act authorized to be raised by them by new Shares is subscribed for or taken and One Half thereof actually paid up, nor until the Company has proved to the Justice who is to certify, under the

Power to borrow on Mortgage.

The Cambrian Railways Act, 1864.

Fortieth Section of "The Companies Clauses Consolidation Act, 1845," that the whole of that Sum of Sixty thousand Pounds is held bonâ fide by Subscribers or their Assigns legally liable for the same.

Section 33.

Priority of existing Mortgages.

Provided, That all Mortgages granted by the Company before the passing of this Act, and on the passing of this Act in force, shall during the Continuance thereof respectively have Priority over all Mortgages granted by the Company under this Act.

Section 34.

Equality of Mortgages under Acts of present Session.

If by any Act already or hereafter passed during the present Session of Parliament other than this Act the Company be authorized to borrow any further Monies on Mortgage, then as between themselves all Mortgages from Time to Time granted by the Company under the several Acts of the present Session, including this Act, shall be on an Equality, and without any Priority of any of them over any other of them.

Section 38.

Saving Rights of Company and other Companies.

Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, or prejudice any of the Estates, Rights, Powers, or Privileges of the Company, or of any Company being the Owners or Lessees of any Railway to which this Act relates.

The THIRD SCHEDULE.

SECTIONS REPEALED OF ACTS NOT OTHERWISE ALTERED.

| Name of Act. | Sections repealed. |
|--|---|
| PART I. | |
| Oswestry and Newtown Railway Act, 1863. | Section 10.—Railway Tolls. |
| Newtown and Machynlleth Railway Act, 1863. | Section 11.—New Shares to be Part of general Capital. |

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