



CHAPTER cxxxiii.

An Act to authorise the transfer of certain portions of the Undertaking of the Wirral Railway Company to the Manchester Sheffield and Lincolnshire and the Wrexham Mold and Connah's Quay Railway Companies and for other purposes. A.D. 1889.

[12th August 1889.]

WHEREAS by the Wirral Railway Certificate 1883 (herein-after called "the Certificate of 1883") granted by the Board of Trade under the powers conferred upon them by the Railways Construction Facilities Act 1864 and the Railways (Powers and Construction) Act 1864 Amendment Act 1870 the Wirral Railway Company (in this Act called "the Wirral Company") were incorporated with a capital of three hundred thousand pounds in shares and power to borrow one hundred thousand pounds on mortgage and authorised to make certain railways in the hundred of Wirral in the county of Chester described in the said Certificate and therein numbered respectively 1, 2, 3 and 4:

And whereas by the Wirral Railway Act 1884 (in this Act called "the Act of 1884") the Wirral Company were authorised to make a branch railway to Birkenhead and for that purpose to raise one hundred and sixty-five thousand pounds by ordinary or preference shares and to borrow fifty-five thousand pounds on mortgage:

And whereas by the Wirral Railway Act 1885 (in this Act called "the Act of 1885") the Wirral Company were authorised to extend their railway to the Manchester Sheffield and Lincolnshire Railway at the River Dee by means of six several lines of railway described in the said Act and therein numbered respectively 1, 2, 3, 4, 5, and 6, and for that purpose to raise three hundred and sixty thousand pounds not exceeding one-half of which might be preference and the balance ordinary shares and to borrow one hundred and twenty thousand pounds on mortgage:

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And whereas by the Wirral Railway Act 1888 (in this Act called "the Act of 1888") the Wirral Company were authorised to construct a short loop line of railway between the Railway No. 2 authorised by the Act of 1885 and the Railway No. 3 authorised by the Certificate of 1883 and they were by the same Act (section 15) authorised to abandon the construction of (1) Railways No. 1 and No. 2 described in and authorised by the Certificate of 1883 (2) so much of Railway No. 3 described in and authorised by the same Certificate as was intended to be situate between the termination of Railway No. 2 to be abandoned as aforesaid and a point in the field numbered 40 on the twenty-five inch Ordnance map in the township of Noctorum and parish of Woodchurch distant three hundred and twenty yards or thereabouts measured in a southerly direction from the northern corner of the said field and (3) Railway No. 6 described in and authorised by the Act of 1885 :

And whereas by the Act of 1888 (section 21) the capital to be raised by shares and borrowing respectively under the Certificate of 1883 was reduced and limited to the sum of two hundred thousand pounds and sixty-six thousand six hundred pounds respectively :

And whereas the Wirral Company have made and constructed a portion of the railway authorised by the Act of 1884 and the same has been opened for traffic and they have also acquired lands for other portions of the railways authorised to be constructed by them but have not constructed any of such other portions of the said railways :

And whereas by the Act of 1888 the time for the compulsory purchase of lands for the purposes of the railways by the Act of 1885 authorised other than Railway No. 6 by the Act of 1888 directed to be abandoned was limited to two years from the thirty-first day of July one thousand eight hundred and eighty-eight and the Company were by the same Act authorised to enter upon take and use such of the lands delineated on the deposited plans referred to in the Certificate of 1883 as might be required for the purposes of Railways Nos. 3 and 4 by that Certificate authorised other than the portion of Railway No. 3 by the Act of 1888 directed to be abandoned but such powers of compulsory purchase should not be exercised after the expiration of two years from the nineteenth day of June one thousand eight hundred and eighty-eight :

And whereas by the Act of 1888 the time for the completion and opening of the railways authorised by the Certificate of 1883 other than the railways and portion of railway directed to be

abandoned as aforesaid is limited to three years from the nineteenth day of June one thousand eight hundred and eighty-eight the time for the completion and opening of so much of the railway authorised by the Act of 1884 as had not then been already completed and opened was limited to two years from the fourteenth day of August one thousand eight hundred and eighty-nine and the time for the completion and opening of the railways authorised by the Act of 1885 other than Railway No. 6 directed to be abandoned as aforesaid was limited to one year from the thirty-first day of July one thousand eight hundred and ninety :

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And whereas the several railways forming the said undertaking were intended to form part of a continuous line of communication between the railways of the Wrexham Mold and Connah's Quay Railway Company (herein-after called "the Wrexham Company") by way of the railway and bridge across the River Dee belonging to and constructed by the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Sheffield Company") and the port and docks of Birkenhead and other places in the hundred of Wirral and by these means and also by means of the Mersey Railway to establish an independent outlet for the mineral and other produce of Denbighshire and Flintshire and other parts of Wales both North and South :

And whereas the Sheffield Company and the Wrexham Company have expended large sums of money and contracted heavy liabilities in reliance upon such continuous line of communication being established and it is important in the interests of the public as well as of those companies that the railways forming the same should be completed and opened for traffic within the times contemplated by the said Certificate and recited Acts respectively :

And whereas in the event of the Wirral Company not proceeding within a limited period to make such progress with the works of such railways as to afford a reasonable assurance that the same will be completed within the times limited as aforesaid it is expedient that upon the terms and subject to the conditions and provisions in this Act contained the undertaking of the Wirral Company other than the portion of the railway authorised by the Act of 1884 which has been completed and opened for traffic and the lands acquired by them for the purposes thereof and all the powers rights privileges and easements vested in or belonging to the Wirral Company for the construction and maintenance of the railways and works other than such portion as aforesaid authorised to be constructed by that Company and all other the powers rights and privileges now belonging to or which may be claimed or exercised by or are

A.D. 1889. vested in the Wirral Company with relation thereto should be transferred to and vested in the Sheffield Company and the Wrexham Company as herein-after provided :

And whereas by an agreement dated the fourteenth day of June one thousand eight hundred and eighty-eight between the Wrexham Company of the first part the Wirral Company of the second part and the Seacombe Hoylake and Deeside Railway Company (herein-after called "the Seacombe Company") of the third part in the said agreement called "the three Companies" upon the recital among other things that when the Bill for the Wirral Railway Act 1885 was before Parliament the Wrexham Company and the Wirral Company agreed to grant to each other mutual running powers over each others lines on equal terms so that the Wirral Company might be in a position to show that the railways of those Companies were practically one line of railway from Wrexham to Birkenhead it was agreed that each of the three companies might run over work and use with their engines carriages and waggons of every description in manner therein set forth the railways of the other of them or any part thereof respectively with the powers upon the terms and subject to the conditions contained in the said agreement which is set forth in the Second Schedule hereto :

And whereas it is expedient that the said agreement should be confirmed :

And whereas it is expedient that the Sheffield Company should be authorised as herein-after provided to run over work and use the railways stations works and conveniences connected therewith not by this Act transferred belonging to or leased by the Wirral Company and also the railways stations works and conveniences connected therewith belonging to or leased or worked by the Seacombe Company :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

Short title.

1. This Act may be cited as the Wirral Railway Transfer Act 1889.

Interpre-
tation.

2. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith or with the recited Acts have the same respective mean-

ings unless there be something in the subject or context repugnant to such construction. The expression "the purchasing Companies" means the Sheffield Company and the Wrexham Company the expression "the joint undertaking" means the undertaking by this Act authorised to be transferred as and when vested in the Sheffield Company and the Wrexham Company in pursuance of this Act the expressions "the transferred railways" and "the transferred undertaking" respectively mean the railways and portions of railways and the portion of the undertaking of the Wirral Company authorised to be transferred to the purchasing Companies in the event of such transfer being made the expression "the recited Acts" means and shall be held to include the Certificate of 1883 and the several Acts herein-before set forth relating to the Wirral Company the expression "the committee" means the committee by this Act authorised to be appointed and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith or with the recited Acts shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

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3. If the Wirral Company shall not by the first day of December one thousand eight hundred and eighty-nine have raised and issued the capital required for the construction of the railways authorised as aforesaid to be constructed but not yet constructed by them and shall not have made such substantial progress with the works as to afford a reasonable assurance that the same will be completed within the time limited by the recited Acts the Board of Trade shall upon the requisition of the purchasing Companies or either of them or of the Wirral Company (such requisition to be made on or before the first day of January one thousand eight hundred and ninety) enquire into the facts of the case and determine whether the said capital has been issued and bonâ fide accepted and the calls then made thereon have been duly paid and whether such substantial progress has been duly made or not and if the said Board shall upon such enquiry report to the companies or company making such requisition that the conditions herein-before expressed have not been duly fulfilled by the Wirral Company or if the Wirral Company and the purchasing Companies shall otherwise agree then and in either of these cases the Wirral Company shall sell and transfer to the Sheffield Company and the Wrexham Company and those companies shall on such terms and conditions and at such date for the payment of

Transfer of
portion of
Wirral
Company's
undertaking
to the pur-
chasing
Companies.

A.D. 1889. — the purchase-money and transfer of the undertaking herein-after called the date of transfer as may be mutually agreed on or as may be determined having regard to all the circumstances by an arbitrator to be appointed by the Board of Trade upon the application of the purchasing Companies or either of them or of the Wirral Company and whose decision shall be final and binding purchase so much of the undertaking powers rights privileges easements and authorities of the Wirral Company authorised by the recited Acts as follows (that is to say) :—

- (1) So much of the railways authorised by the Certificate of 1883 as is not authorised to be abandoned by the Act of 1888 ;
- (2) So much of the railway authorised by the Act of 1884 as lies between its point of commencement as authorised by that Act and the Wallasey Bridge Road at the docks station of that Company ;
- (3) The railways authorised by the Act of 1885 and not authorised to be abandoned by the Act of 1888 ;
- (4) The railway authorised by the Act of 1888 ;
- (5) All the powers rights privileges easements and authorities of every description then vested in or belonging to or conferred upon the Wirral Company by the recited Acts or otherwise with reference to so much of that Company's undertaking as is herein-before described :

And within three months of such date of transfer the purchasing Companies shall produce to the Commissioners of Inland Revenue a deed of conveyance as nearly as may be in the form set forth in the First Schedule hereto duly stamped in respect of the consideration for the said transfer And if the purchasing Companies shall not within the said period produce such deed as aforesaid the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of transfer shall be recoverable from the purchasing Companies with full costs of suit and all costs and charges attending the same.

Purchasing
Companies
to be jointly
and severally
liable for
purchase
money.

4. The purchasing Companies shall be jointly and severally liable to pay to the Wirral Company the whole of the purchase-moneys agreed upon or determined by the arbitrator as in the preceding section of this Act provided for the transferred undertaking and in the event of one of such companies paying the whole of such moneys such company shall be entitled to recover a moiety thereof from the other of such companies.

Provisions
in relation to
transfer to

5. As from the date of transfer all the powers rights privileges easements and authorities now vested in or belonging to or conferred

upon the Wirral Company by the recited Acts or otherwise for the construction and maintenance of so much of the Wirral Company's undertaking to be transferred as aforesaid and all lands acquired by that company for the purposes thereof and with respect to the taking of lands and the execution of works the levying and recovery of tolls rates and charges and all other the rights powers privileges easements and authorities then belonging to or which may be claimed or exercised by or are vested in the Wirral Company excepting as by this Act specially excepted shall by virtue of this Act be transferred to and vested in the purchasing Companies jointly and equally as from that date and those companies may and shall either in their own name or in the name of the Committee herein-after mentioned exercise all the powers conferred on the Wirral Company for the said purposes Provided always that the powers now vested in the Wirral Company to raise capital by shares or by borrowing for the purposes of so much of their undertaking as is by this Act authorised to be transferred shall at and from the date of transfer cease and determine and shall not be exercised by the Wirral Company or by the purchasing companies or either of them.

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—
purchasing
Companies
of portion
of Wirral
Company's
undertaking.

6. As at and from the date of transfer and subject to the provisions of this Act all the provisions of the recited Acts with respect to so much of the Wirral Company's undertaking to be transferred as aforesaid shall (so far as applicable) apply and have effect as if the purchasing companies had been named throughout the said recited Acts instead of the Wirral Company and so much of the said undertaking (to be thenceforth called "the Wirral Railways") shall be carried into effect worked and managed by the purchasing companies.

Transferred
undertaking
to become
undertaking
of pur-
chasing
Companies.

7. The capital to be raised for the purposes of this Act shall be three hundred and fifty thousand pounds in thirty-five thousand shares of ten pounds each.

Capital.

8. It shall be lawful for each of the purchasing Companies to apply to the purposes of this Act to which capital is properly applicable any of the moneys which they respectively are already authorised to raise and which may not be required by them for the purposes of their respective undertakings and each of the said Companies may for the purposes of this Act from time to time raise in addition to the sums of money which they are already authorised to raise any further sum not exceeding one hundred and seventy-five thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or

Power to
purchasing
Companies
to raise
capital.

A.D. 1889. wholly or partially by any one or more of those modes respectively and the clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):—

- The distribution of the capital of the Company into shares;
- The transfer or transmission of shares;
- The payment of subscriptions and the means of enforcing the payment of calls;
- The forfeiture of shares for non-payment of calls;
- The remedies of creditors of the Company against the shareholders;
- The borrowing of money by the Company on mortgage or bond;
- The conversion of borrowed money into capital;
- The consolidation of the shares into stock;
- The general meetings of the Company and the exercise of the right of voting by the shareholders;
- The making of dividends;
- The giving of notices; and
- The provision to be made for affording access to the special Act by all parties interested: and

Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 shall subject to the provisions of this Act extend and apply to the purchasing Companies and to the additional capital which they are by this Act authorised to raise and the expression "the Company" in those Acts or portions of Acts shall mean the purchasing Companies respectively.

Shares not to
issue until
one-fifth
paid up.

9. The purchasing Companies shall not issue any share under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

Calls.

10. One-fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and four-fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt
clause in case
of persons
not sui juris.

11. If any money is payable to a shareholder or debenture or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the purchasing Companies.

12. The purchasing Companies may from time to time borrow on mortgage of the transferred undertaking any sum not exceeding in the whole one hundred and sixteen thousand six hundred and fifty pounds but no part thereof shall be borrowed until the whole capital of three hundred and fifty thousand pounds is issued and accepted and one-half thereof is paid up and the purchasing Companies have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such capital as is to be raised by means of stock is fully paid up and until the purchasing Companies have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and also in the case of stock that such stock was fully paid up Upon production to such justice of the books of the purchasing Companies and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

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Power to
borrow.

13. The mortgagees of the transferred undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than eight thousand pounds in the whole.

For appoint-
ment of a
receiver.

14. The purchasing Companies may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the purchasing Companies under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the

Debenture
stock.

A.D. 1889. effect of this provision and that such mortgages and debenture stock are charged only upon the undertaking by this Act authorised to be transferred shall be given upon all mortgages and certificates of debenture stock Any other mortgages and debenture stock of the purchasing Companies or either of them shall not be chargeable or charged upon the transferred undertaking.

Application
of moneys.

15. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable.

Release of
deposit.

16. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty the sum of eight thousand one hundred and eighteen pounds eleven shillings being five per centum upon the amount of the estimate in respect of the railways authorised by the Act of 1884 was deposited with the Paymaster-General for and on behalf of the Supreme Court of Judicature in respect of the application to Parliament for that Act And whereas the sum of two thousand six hundred and two pounds one shilling and one penny was released by an Order of the Chancery Division of the High Court of Justice on the tenth day of April one thousand eight hundred and eighty-eight in respect of the portion of railway opened for the public conveyance of passengers and the sum of five thousand five hundred and sixteen pounds nine shillings and eleven pence the residue thereof still remains in deposit in respect of the unopened portion of railway authorised by the Act of 1884 And whereas pursuant to the said standing orders and to the said Act of the ninth year of the reign of Her present Majesty the sum of seventeen thousand seven hundred and thirty pounds nine shillings and four pence was deposited with the Paymaster-General for and on behalf of the Supreme Court of Judicature in respect of the application to Parliament for the Act of 1885 And whereas pursuant to the said standing orders and to the said Act of the ninth year of the reign of Her present Majesty the sum of nine hundred and six pounds eight shillings and four pence was deposited with the Paymaster-General for and on behalf of the Supreme Court of Judicature in respect of the application to Parliament for the Act of 1888 which said several sums deposited as aforesaid are herein-after referred to as the deposit fund Therefore subject to the provisions of section 14 of the Act of 1884 section 17 of the Act of 1885 and section 12 of the Act of 1888 with respect to compensation to landowners and other persons injured and for the protection of creditors (so far as

such provisions apply to the respective deposits) the High Court of Justice in England may and shall at any time after the date of transfer on application by the persons or the majority of the persons named in the warrants or orders referred to in the said Acts of 1884 1885 and 1888 or the survivors or survivor of such persons order that the several sums of five thousand five hundred and sixteen pounds nine shillings and eleven pence seventeen thousand seven hundred and thirty pounds nine shillings and four pence and nine hundred and six pounds eight shillings and four pence or the investments representing the same respectively and the interest or dividends thereon may be paid or transferred to such persons as aforesaid or to such person or persons as they may appoint in that behalf and upon such order being made the said several sums of five thousand five hundred and sixteen pounds nine shillings and eleven pence seventeen thousand seven hundred and thirty pounds nine shillings and four pence and nine hundred and six pounds eight shillings and four pence or the investments representing the same respectively and the interest or dividends thereon shall be paid or transferred to such person or persons accordingly.

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17. If the purchasing Companies fail within the period limited by the Acts of 1884 1885 and 1888 respectively to complete and open for the public conveyance of passengers the transferred railways those Companies shall be liable to a penalty of fifty pounds a day for every day after the expiration of the periods respectively so limited until such railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to the said several sums of five thousand five hundred and sixteen pounds nine shillings and eleven pence seventeen thousand seven hundred and thirty pounds nine shillings and fourpence and nine hundred and six pounds eight shillings and fourpence respectively by this Act authorised to be repaid to the depositors and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank named in such order and shall not be paid thereout except as herein-after provided but no penalty

Penalty imposed unless the line is opened within the time limited.

A.D. 1889. shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the said Companies were prevented from completing or opening such line by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application
of penalty.

18. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the transferred railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Wirral Company by the recited Acts and transferred to the purchasing Companies by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the said Court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the consolidated fund of the United Kingdom or in the discretion of the said Court if the Companies or either or them are or is insolvent and have or has been ordered to be wound up or receivers or a receiver have or has been appointed shall wholly or in part be paid or transferred to such receivers or receiver or to the liquidators or liquidator of the said Companies or of one of them as the case may be or be otherwise applied as part of the assets of the said Companies or of one of them as the case may be for the benefit of the creditors thereof.

Joint under-
taking to be
managed by
a committee.

19. From and after the date of transfer the joint undertaking whether the same shall be constituted a separate undertaking under the powers to that effect by this Act granted or not shall be managed maintained and worked by a committee to be called the Wirral Railways Committee and herein-after referred to as the committee.

20. Within one month from the date of transfer the directors of the Sheffield Company shall nominate and appoint in writing under the hand of their chairman or secretary three persons and the directors of the Wrexham Company in like manner shall nominate and appoint three persons and such six persons shall form the committee and they shall remain in office for one year and their places shall be filled or they may be re-appointed by the same means by which the original appointments were made and all the powers vested in the purchasing Companies by this Act may be exercised by them in the name of the committee and in that event for the purposes of this Act the expression "the promoters of the undertaking" in the Lands Clauses Consolidation Act 1845 and the expression "the Company" in the Railways Clauses Consolidation Act 1845 shall mean and apply to the committee.

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Constitution
of com-
mittee.

21. The purchasing Companies respectively may from time to time in like manner at their pleasure remove the members of the committee so appointed by them respectively and may in like manner respectively fill up the vacancies occurring among such members by removal death or resignation.

As to va-
cancies in
committee.

22. No act of the committee shall be invalid or illegal by reason only of any irregularity in the appointment of any member of the committee.

Acts of
committee
not to be
invalidated.

23. The committee shall hold their meetings at such place as they from time to time determine and four members being two of the representatives of each Company shall be a quorum thereof and a chairman shall be elected for each meeting and chairmen shall unless otherwise unanimously agreed on at the meeting be chosen alternately from the members severally representing the two Companies and the representatives of each of the two Companies shall only have one vote amongst them and the chairman shall not have a casting vote.

Meetings of
committee.

24. There shall be a standing arbitrator to determine questions arising between the representatives of the purchasing Companies on the committee.

Standing
arbitrator.

25. The first standing arbitrator shall be Sir Theodore Martin K.C.B. who shall subject to the provisions of this Act continue in office for one year from his appointment and each of his successors appointed as in this Act provided shall continue in office for one year from the time of his appointment unless in any case the office is sooner vacated by death incapacity to act resignation removal absence from the United Kingdom or otherwise.

First
standing
arbitrator.

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Appointment
of succeeding
arbitrators.

26. On a vacancy happening in the office of standing arbitrator by expiration of term of office death incapacity to act resignation removal absence from the United Kingdom or otherwise the committee shall failing agreement as soon as possible submit to the President of the Board of Trade a list of names of persons (not fewer than three) severally fit in the opinion of the committee to be appointed as standing arbitrator and from among those persons the President of the Board of Trade shall select one person to be the standing arbitrator and the first or any succeeding arbitrator going out of office otherwise than by removal shall be capable of re-appointment.

References
to standing
arbitrator.

27. If any difference arises at a meeting of the committee then on the request of the representative or representatives of either of the purchasing Companies present at such meeting delivered to the secretary of the committee within ten days after such meeting the same shall be referred to the standing arbitrator.

Decisions to
be final.

28. The decision of the standing arbitrator shall in all cases be final and binding on the committee and on the purchasing Companies.

Review of
decisions.

29. The standing arbitrator for the time being shall nevertheless on the request of the committee or of the board of directors of either of the purchasing Companies review any previous decision of himself or of any former arbitrator but any alteration of any such decision shall have a prospective operation only and shall not affect anything done or suffered under the decision reviewed.

Appointment
of officers.

30. The committee may appoint remunerate and at their pleasure remove such officers clerks and servants as they may deem needful for the purposes for which they are constituted and they shall cause proper books of account to be kept containing accurate statements of the receipts and expenditure in respect of the joint undertaking and of the traffic thereon as well as books in which shall be entered the minutes of all proceedings at every meeting of such committee.

As to use of
joint under-
taking.

31. The purchasing Companies severally or jointly may use the joint undertaking and every part thereof as fully to all intents and purposes as if the same formed part of the undertaking of each of the Companies and each Company shall out of the gross receipts earned by the same Company for the conveyance of traffic using the said undertaking pay to the committee at such times as the committee shall fix such tolls (not exceeding the maximum

tolls authorised by the recited Acts) and such other payments for the use of the stations and for other accommodation and for services as shall from time to time be prescribed by the committee or by the standing arbitrator. Provided always that the same tolls or other payments shall at all times apply equally to both Companies unless those Companies shall otherwise agree. Provided also that subject to such payments the two Companies respectively may book through and make through rates on and over the joint undertaking and every part thereof and the committee shall make all necessary arrangements for that purpose.

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32. The committee shall receive all the tolls rents rates and charges and all other the revenue arising out of the joint undertaking or connected therewith and shall apply the same in the first instance in paying the salaries charges and expenses incident to the working control management maintenance and repair thereof and the balance of net revenue remaining in the hands of the committee at the end of every half-year after making such payments as aforesaid shall be handed by them to the said purchasing Companies in equal proportions and the committee shall account to the said Companies either monthly or quarterly for all balances of net profits.

As to disposal of revenue.

33. If the revenues so coming to the hands of the committee and so calculated shall not be sufficient for the purpose of defraying the expenses attending the general management regulation and control of the joint undertaking each of the purchasing Companies shall from time to time upon demand thereof by the committee pay to the committee the amount declared by them to be due from the same Company whether in anticipation of future payments or in liquidation of payments already made and the proportion so due may be recovered by the committee from either of the Companies if unpaid for fourteen days after demand thereof in writing by action of debt and for the purpose of recovering any such sum the secretary for the time being of the committee may sue in his own name on behalf of the committee and it shall be sufficient to aver that the sum claimed has been declared by the committee or the arbitrator to be due from the Company sued of which fact so averred the production of the minute books of the committee containing such declaration shall be sufficient evidence.

As to expenses of managing undertaking.

34. In order to provide funds for carrying on the business of the committee until adequate revenue shall be derived from the joint undertaking and also funds for the purchase of lands and for

As to funds for construction, &c.

A.D. 1889. the construction of the joint undertaking and the works connected therewith Be it enacted as follows :—

The committee shall from time to time by minute estimate the amount of moneys required by them for the above purposes and shall fix the times at which such moneys are to be paid to their bankers or treasurer and copies of every such minute signed by the chairman of the meeting at which such minute was made and by the clerk of the committee or by the arbitrator and clerk shall be sent with all convenient despatch to the respective secretaries of the Sheffield Company and of the Wrexham Company addressed to the principal offices of the same Companies ;

The said Companies shall at the time so fixed in the minute pay in equal moieties to the bankers or treasurer of the committee the amount specified in the minute and such moieties shall be deemed debts due from the Companies respectively to the committee from the day fixed for the payment thereof until the same shall be discharged ;

If either of the Companies shall make default in such payment the same Company shall be charged by the committee and shall pay to the committee interest at the rate of ten pounds per centum per annum upon the amount due from the same Company to be calculated from the day fixed for the payment until the day when the same is paid ;

The committee may recover from the Company in default the moneys so due by action of debt in any court of competent jurisdiction and it shall be sufficient in any such action for the committee to produce its minute book containing the estimate on which the claim is founded and to prove that a copy of the said minute duly authenticated was sent to the secretary addressed at the principal office of the Company in default and that the sum mentioned in the said minute has not been paid.

Actions, &c.
with respect
to joint
undertaking.

35. All actions suits indictments and other proceedings at law or in equity which might have been brought and prosecuted by or against either of the purchasing Companies if that Company had been solely authorised to execute this Act may as regards any act or default of the committee in relation to the joint undertaking or any part thereof or the execution of this Act be brought and prosecuted by or against the committee and any summons demand writ notice or other proceeding at law or in equity or otherwise relating in any manner to the joint undertaking or to any act or default of the committee shall if served on the secretary of

the committee or if left at the principal office of the committee or of either of the purchasing Companies be valid and effectual. A.D. 1889.

36. The following sections of the Companies Clauses Consolidation Act 1845 shall be incorporated with and form part of this Act and the expression "the directors" in the said sections mentioned shall for the purposes of this Act mean the committee and the expression "the Company" in the one hundredth section shall mean the purchasing Companies or either of them:—

Certain provisions of 8 & 9 Vict. c. 16. incorporated.

Section 97 with respect to the making of contracts ;

Section 98 with respect to the entry of proceedings ;

Section 99 with respect to informalities in appointment of directors ;

Section 100 with respect to the personal liability of directors ;

Sections 101 to 108 with respect to the appointment and duties of auditors ;

Sections 109 to 114 with respect to the accountability of officers of the Company ;

Sections 124 to 127 with respect to the making of byelaws ;

Sections 142 to 160 with respect to the recovery of damages not specially provided for and penalties ; and

Sections 161 and 162 with respect to access to the special Act :

Provided always that any contract which according to the said ninety-seventh section ought to be made under seal shall be valid and effectual if made in the name of the committee under the hands and seals of the chairman of the meeting of the committee when such contract was signed and of the secretary of the committee.

37. If the directors of the purchasing Companies or either of them shall pass a resolution or resolutions to the effect that it is expedient that the capital to be raised under this Act be constituted a separate capital and that the railways works powers and rights authorised by this Act to be transferred to the purchasing Companies be constituted a separate undertaking then on such resolution or resolutions being confirmed at extraordinary general meetings of the purchasing Companies or at an extraordinary meeting of the Company by whose directors such resolution shall have been passed convened with notice of the object by the votes of proprietors present personally or by proxy holding at least three-fourths of the paid-up capital represented at such meeting the railways and works authorised by this Act to be transferred with all lands buildings and property purchased or to be purchased for the purposes thereof and all the rights powers and privileges of every

Provision for making the transferred railways a separate undertaking.

A.D. 1889. kind by this Act authorised to be transferred as aforesaid shall form a separate undertaking distinct and apart from the rest of the undertakings of the purchasing Companies respectively and shall be called the Wirral Railways Undertaking or by some other distinctive name :

Provided that nothing herein contained shall diminish or affect the rights and remedies of the Wirral Company against the purchasing Companies or either of them.

Relations of
separate
undertaking
to general
undertaking.

38. The terms and conditions on which the separate undertaking shall be worked and managed by the purchasing Companies or the committee and the dividends annual or other sums to be paid to or on the shares or stock constituting the separate capital out of the gross receipts arising from traffic passing both on the separate undertaking and on the general undertakings of the purchasing Companies or either of them shall be such as shall be defined and settled at extraordinary general meetings of the purchasing Companies duly convened with notice of the object and the substance of the terms and conditions so defined shall be endorsed on the certificates of the shares or stock constituting the separate capital of the separate undertaking upon the creation and issue of the same.

Exemption
of separate
undertaking
from lia-
bilities
affecting
general
undertaking.

39. The separate undertaking and the revenues arising therefrom shall not be liable for the principal or interest of any mortgage or debenture debt or other charge on any other part of the respective undertakings of the purchasing Companies.

Separate
accounts.

40. Separate accounts shall be kept of the capital and revenue of the separate undertaking and of the payments made in respect thereof in the same form and subject to the same conditions as nearly as may be as if the separate undertaking belonged to an independent company.

Repayment
to general
undertakings
of purchas-
ing Com-
panies of
money spent
for purposes
of separate
undertaking.

41. The directors of the purchasing Companies may from time to time make such provision as to them seems expedient for repayment by the separate undertaking to the general undertakings of the purchasing Companies or either of them of money expended or to be expended out of the revenue or capital of the general undertakings of such Companies or either of them for any of the purposes of the separate undertaking.

Confirming
agreement of
14th June
1888.

42. The agreement between the Wrexham Company the Wirral Company and the Seacombe Company dated the fourteenth day of June one thousand eight hundred and eighty-eight set forth in the Second Schedule hereto is hereby confirmed and made binding on the Companies parties thereto.

43. From and after the opening for public traffic of the transferred railways the Sheffield Company and all companies lawfully working the railways of that company may run over and use with their engines and carriages of every description and with their clerks officers and servants for the purposes of traffic of all kinds the railway of the Seacombe Company and also so much of the undertaking of the Wirral Company as is not by this Act authorised to be transferred (that is to say) So much of the railway of the Wirral Company as is situate between its junction with the railway of the Seacombe Company and its termination at the Park Station together with the stations works and conveniences of every description pertaining to or connected with the railway of the Seacombe Company and so much of the said railway of the Wirral Company as aforesaid and the Seacombe Company and the Wirral Company respectively shall make all necessary arrangements for those purposes and afford all reasonable facilities and perform all reasonable services for the passage reception delivery and transmission of the traffic of the Sheffield Company over such railways and make provision for the use of booking offices at the stations on such railways and all other matters necessary for facilitating the traffic of the Sheffield Company and of such other companies or persons working the railway of that company as aforesaid.

A.D. 1889.

Power to use
Seacombe
Railway and
certain por-
tions of
Wirral Rail-
way.

44. The terms conditions and regulations to which the Sheffield Company and such other companies as aforesaid shall be subject in respect of the said use facilities and services and the tolls or other considerations to be paid by them for the same shall if not agreed upon between them and the Company to whom such railways respectively belong be from time to time determined by an arbitrator to be appointed by the Board of Trade on the application of either of the said Companies and the decisions of such arbitrator shall be binding and conclusive on 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 observe and conform to any decision given or regulation made by any such arbitrator in the premises shall forfeit and pay to such Company as the arbitrator shall determine any sum not exceeding fifty pounds for every such offence and twenty pounds for every day during which such offence shall continue.

Terms of
such user.

45. In exercising the powers herein-before granted it shall not be lawful for the Sheffield Company or any other Company unless with the consent in writing of the Company to whom the railway

For pro-
tecting local
traffic of
Seacombe

A.D. 1889.
and Wirral
Companies.

run over belongs to take up at any station of the last-mentioned Company any passengers parcels animals goods or minerals and to deliver the same at another station of the same Company and if the Sheffield Company or any such other Company violate this enactment they shall for every such violation pay to the Company to whom the railway so run over belongs fifty pounds by way of penalty.

Tolls on
traffic con-
veyed partly
on several
railways.

46. During the exercise of any of the running powers by this Act granted the railways of the Sheffield and Wrexham Companies and the railways of the Wirral and Seacombe Companies shall for the purpose of short-distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed on the railways of two or more of the said Companies for a less distance than four miles tolls and charges may be charged as for four miles only and in respect of passengers for every mile or fraction of a mile beyond four miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond four miles tolls and charges as for a quarter of a mile only and no other short-distance charge shall be made for the conveyance of passengers animals or goods on the railways of two or more of the said Companies.

Saving rights
of Corpora-
tion of Bir-
kenhead.

47. The provisions contained in the Wirral Railway Certificate 1883 and in the Wirral Railway Acts 1884 1885 and 1888 respectively for the protection of the Mayor Aldermen and Burgesses of the Borough of Birkenhead shall so far as the said Mayor Aldermen and Burgesses are affected by the railways by this Act transferred to the purchasing Companies remain in full force and effect and shall be read and construed for the purposes of this Act as if the names of the purchasing Companies had been used therein instead of the name of the Wirral Company.

Saving rights
of Robert
Charles de
Grey Vyner.

48. The provisions contained in the Wirral Railway Certificate 1883 and in the Wirral Railway Acts 1884 1885 and 1888 respectively for the protection of Robert Charles de Grey Vyner shall so far as the said Robert Charles de Grey Vyner is affected by the railways by this Act transferred to the purchasing Companies remain in full force and effect and shall be read and construed for the purposes of this Act as if the names of the purchasing Companies had been used therein instead of the name of the Wirral Company.

Saving rights
of Post-
master-

49. Nothing in this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain

telegraphic lines in under upon along over or across the railways and portions of railways by this Act authorised to be transferred and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in the joint undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the railways and portions of railways aforesaid and the powers rights privileges easements and authorities of the Wirral Company in connexion therewith are transferred to and vested in the purchasing Companies or the Sheffield Company and as freely and fully in all respects as he was entitled to do before the passing of this Act.

A.D. 1889.
General in
respect of
railways
transferred.

50. No interest or dividend shall be paid out of any share or loan capital which the purchasing Companies or either of them are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the said Companies from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Interest not
to be paid
on calls paid
up.

51. The purchasing Companies shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising those Companies or either of them to construct any other railway or to execute any other work or undertaking.

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

52. Nothing in this Act contained shall exempt the purchasing Companies or the joint or separate undertaking from the provisions of any general Act relating to railways or 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 or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Provision as
to general
Railway
Acts.

53. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the purchasing Companies in equal moieties.

Expenses of
Act.

A.D. 1889.

SCHEDULES referred to in the foregoing Act.**FIRST SCHEDULE.****FORM OF CONVEYANCE.**

In pursuance of and subject to the provisions of the Wirral Railway Transfer Act 1889 the Wirral Railway Company in consideration of the sum of _____ paid to them by the Manchester Sheffield and Lincolnshire Railway Company and the Wrexham Mold and Connah's Quay Railway Company (herein-after called "the two Companies") do hereby convey assign and transfer to the two Companies so much of the undertaking of the Wirral Railway Company as is by the said Act authorised to be transferred to them together with the rights powers privileges easements and authorities now belonging to or which may be claimed or exercised by or are vested in the Wirral Railway Company excepting as by the said Act specially excepted and the said two Companies do hereby accept the same accordingly.

In witness whereof the parties hereto have hereto set their common seals
this _____ day _____ 188 .

SECOND SCHEDULE.

ARTICLES OF AGREEMENT made this fourteenth day of June one thousand eight hundred and eighty-eight BETWEEN THE WREXHAM MOLD AND CONNAH'S QUAY RAILWAY COMPANY (herein-after called "the Wrexham Company") of the first part THE WIRRAL RAILWAY COMPANY (herein-after called "the Wirral Company") of the second part and THE SEACOMBE HOYLAKES AND DEESIDE RAILWAY COMPANY (herein-after called "the Seacombe Company") of the third part and which Companies are herein-after collectively referred to as "the three Companies."

WHEREAS by the Wrexham Mold and Connah's Quay Railway Act 1862 the Wrexham Company were incorporated and were authorised to make and maintain a railway from Wrexham to Buckley and by subsequent Acts have been authorised to make extensions of their railway and are now authorised to make a railway joining the authorised line of the Manchester Sheffield and Lincolnshire Railway Company from Chester to Connah's Quay AND WHEREAS

by the Hoylake and Birkenhead Rail and Tramway Act 1872 the Hoylake and Birkenhead Rail and Tramway Company were incorporated and by the Seacombe Hoylake and Deeside Railway Act 1881 the name of the Company was changed to that of the Seacombe Hoylake and Deeside Railway Company and by the first of the said Acts the Company were authorised to purchase and they purchased accordingly certain railways authorised by the Hoylake Railway Act 1863 and by subsequent Acts have been authorised to make extensions of their railway including a junction with the railways of the Wirral Company and which has now been effected AND WHEREAS by the Wirral Railway Certificate 1883 (granted by the Board of Trade under the powers conferred upon them by the Railways Construction Facilities Act 1864 and the Railways Powers and Construction Act 1864 Amendment Act 1870) the Wirral Company were incorporated and authorised to make the railways in the hundred of Wirral in the county of Chester described in the said certificate AND WHEREAS by the Wirral Railway Acts 1884 and 1885 the Wirral Company were authorised to make additional railways and other works including a railway to join the aforesaid authorised line of the Manchester Sheffield and Lincolnshire Railway Company from Chester to Connah's Quay AND WHEREAS when the Bill for the said Wirral Railway Act 1885 was before Parliament the Wrexham Company and the Wirral Company agreed to grant to each other mutual running powers over each other's lines on equal terms so that the Wirral Company might be in a position to show that the railways of those Companies were practically one line of railway from Wrexham to Birkenhead NOW THIS AGREEMENT WITNESSETH as follows :—

1. Each of the three Companies may run over work and use with their engines carriages and waggons of every description and with their clerks officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of their traffic of every description the railways of the other of them or any part thereof respectively together with all stations sidings platforms points signals junctions roads watering-places water engines engine-sheds standing room for engines booking and other offices warehouses landing-places machinery works and conveniences connected with such railways respectively and as regards traffic conveyed under this agreement over the railways of each Company the Company by whom such traffic is conveyed may demand tolls and charges upon and in respect of the railways respectively and stations not exceeding the tolls and charges authorised by the Acts by which the same were authorised or which now affect the same.

2. Such user as aforesaid shall in all respects be subject to all such provisions contracts and working arrangements as subsist between each of the three Companies and any other persons or companies and the agreement hereby made shall not affect or derogate from any such provisions contracts or arrangements.

3. If and whilst the Wirral Company and the Seacombe Company or either of them shall not be allowed by the Manchester Sheffield and Lincolnshire Railway Company to run over and use that part of the railway and the bridge and works of the Sheffield Company lying between and joining the railways of the Wrexham Company and the Wirral Company on terms satisfactory to the

A.D. 1889

Wirral Company (and being as favourable to the Wirral Company and the Seacombe Company respectively as to the Wrexham Company) the Wirral Company and the Seacombe Company respectively may require the Wrexham Company with their engines and servants to take and run the trains of the Wirral Company and the Seacombe Company respectively from the junction of the Wirral Railway with the Sheffield Company's Railway near Connah's Quay to such places on the Wrexham Company's Railway and in such manner and to perform such services in respect thereof as the Wirral Company and the Seacombe Company respectively may prescribe and the Wirral Company and the Seacombe Company respectively shall pay to the Wrexham Company for the aforesaid services the actual cost price thereof and no more including in such cost price the actual tolls (not exceeding the actual tolls payable by the Wrexham Company on their own similar traffic to or from the Wirral Railway) paid to the Sheffield Company for the use of the portion of their railway and bridge so run over and the Wirral Company and the Seacombe Company respectively shall as between the Wirral Company and the Seacombe Company respectively and the Wrexham Company be considered the running Company for the whole journey.

4. Each of the three Companies in exercise of the running powers under this agreement shall be at liberty to fix its own rates tolls and fares for the through run of all traffic passing over their respective railways to and over the railways of the other or others and the mileage proportion attributable to the railway or portion of railway run over of the gross receipts arising from the exercise of such running powers shall be ascertained after deduction of the usual Clearing House or such other terminals as may be agreed upon and also all paid-ons and paid-outs proportions paid or due to other Companies and Government duty and when so ascertained shall be divided in the proportion of 60 per cent. to the owning Company and 40 per cent. to the running Company And all accounts shall be settled monthly in accordance with the regulations of the Railway Clearing House from time to time in force Provided that the proportion to be deducted for the use of the bridge and railway of the Sheffield Company shall not exceed the proportion paid by the running Company for the use of the said bridge and railways in exercise of the powers under this agreement.

5. The three Companies shall give and afford to each other a complete system of through booking through rates tolls and fares through coaches and waggons and all other proper facilities for all traffic the object being to establish through communication between North Wales and the Mersey as completely as if the lines of the respective Companies were worked as one system.

6. Provided always that in case any of the three Companies shall object to any through rate or fare fixed or intended to be fixed by any other and shall give notice in writing of such objection to the Company quoting the through rate within seven days from the advice thereof then the question in difference shall from time to time be referred to arbitration in manner herein-after mentioned but pending such arbitration the rate quoted shall continue and the decision of the arbitrator shall be retrospective.

7. The running Company may (if it thinks fit) perform any terminal work on the railways of the owning Company and for such services shall receive and

take a fair proportion of the terminal charge allowed to the owning Company And each of the Companies parties hereto may collect make up and run through trains upon over and from the railways of any other of them Provided that (if and whilst not otherwise agreed) the terminal allowance to the owning Company in respect of coal traffic shall be three pence per ton at each end. A.D. 1889.

8. The running Company shall (out of the aforesaid 40 per cent.) pay the mileage of other Companies' waggons and sheets hauled in the running Company's trains and shall also pay the owning Company for water lighting greasing and all other supplies and services provided for the running Company and which may be necessary for or incidental to the running or working of trains but exclusive of siding office or other station accommodation.

9. The running Company shall be liable for all claims damages and expenses arising from or in consequence of accidents happening (except those caused by the neglect of the owning Company or their servants) to or by the running Company's trains and servants And the running Company shall indemnify and keep indemnified the owning Company therefrom and in respect thereof.

10. Each of the three Companies in using or traversing the railways of any other of them and in using the stations and conveniences thereof in accordance with the provisions herein-before contained shall at all times observe the regulations and byelaws for the time being in force on the railway so being used as aforesaid so far as such byelaws shall be applicable to the Company exercising the said powers.

11. With respect to all traffic each of the three Companies may at all or any of the stations so to be used under the running powers contained in this agreement provide and employ at its own expense its own booking and parcels and invoicing clerks and such other staff as it may think requisite for and incidental to its own separate traffic and for the services of and in connexion therewith and proper and sufficient separate accommodation shall be provided for such clerks and staff.

12. This agreement and the powers and privileges hereby agreed to shall not confer any locus standi on either of the three Companies to oppose any Bill in Parliament of any other of them for authorising works in the case of the Wirral Company to the north and in the case of the Wrexham Company to the south of the River Dee nor for any amalgamation of the Wirral Company with the Seacombe Company.

13. This agreement shall not prejudice limit or affect the right of either of the three Companies to enter into agreements with any railway or other company not parties hereto Provided that if for the purposes of any such agreement the railway of another Company party hereto shall be necessary then that Company shall if it shall so desire have and enjoy the same working arrangements and all other the benefits and objects of such agreement.

14. Either of the three Companies may at any time if they think it necessary schedule this agreement to any Act of Parliament which they may promote or embody these terms in clauses.

15. Any difference which may from time to time arise between the three Companies or any two of them under this agreement shall be settled by

A.D. 1889. arbitration in the manner provided for by the Railways Clauses Consolidation Act 1845 with respect to settlement of disputes by arbitration.

In WITNESS whereof the Companies have caused their common seals to be hereto affixed the day and year first before written.

The common seal of the Wirral Railway Company was affixed hereto in the presence of

T. H. JACKSON
EDWD. BURKE WOOD } Directors.
F. ARCHER Secretary.

Seal of the
Wirral
Company.

The common seal of the Seacombe Hoylake and Deeside Railway Company was affixed hereto in the presence of

R. E. EGERTON
JOHN H. DARBY } Directors.
W. D. HASWELL Secretary.

Seal of the
Seacombe
Company.

The common seal of the Wrexham Mold and Connah's Quay Railway Company was hereunto affixed in the presence of

THOS. H. JONES
A Director of the Co.
R. V. KYRKE
A Director of the Co.
JAMES FRASER
Secretary to the Coy.

Seal of the
Wrexham
Company.

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T. DIGBY FIGOTT, Esq., the Queen's Printer of Acts of Parliament.

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