



ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

# VICTORIÆ REGINÆ.

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## *Cap. clxxvii.*

An Act to empower the *London and North-western Railway Company* to make new Branch Railways, and to abandon Part of the *Chelford and Knutsford* Line of their Railway; and for other Purposes. [21st July 1863.]

**W**HEREAS it is expedient that the *London and North-western Railway Company* (in this Act called "the Company"), should be empowered to construct the Railways herein-after mentioned; (that is to say,)

A Railway to commence by a Junction with the Railway of the Company in the Parish of *Warmingham* in the County of *Chester*, and to terminate by a Junction with the authorized Line of the *West Cheshire* Railway in the Parish of *Great Budworth* in the same County:

A Railway in the Chapelry and Township of *Witton-cum-Twambrook* in the Parish of *Great Budworth* in the said County, to commence by a Junction with the last-mentioned intended Railway, and to terminate by a Junction with the authorized Line of the *West Cheshire* Railway:

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A Railway



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A Railway to commence by a Junction with the Railway of the Company in the Township of *Weaverham-cum-Milton* in the Parish of *Weaverham* in the County of *Chester*, and to terminate by a Junction with the authorized Line of the *West Cheshire Railway* in the Township of *Hartford* in the Parish of *Great Budworth* in the same County :

And whereas Plans and Sections showing the Lines and Levels of the proposed Railways and the Lands required for the Purposes thereof, and Books of Reference to such Plans, have been deposited with the Clerk of the Peace for the County of *Chester* : And whereas the Construction of the intended Railways will render unnecessary the Construction of Portions of the Railway from *Chelford* to *Knutsford*, authorized by "The *London and North-western Railway (Cheshire Lines) Act, 1861,*" and "The *London and North-western Railway (Additional Powers) Act, 1862 ;*" and it is expedient that the same be abandoned, and that so much of those Acts respectively as provides for the Construction of those Portions of Railway should be repealed : And whereas it is expedient that the Company and the *Cheshire Midland Railway Company* should be empowered to enter into and carry into effect Agreements with reference to the Use by the Company of the Station at *Northwich* of the *Cheshire Midland Railway Company*, and all or any of the Lines of Railway belonging to that Company leading to or communicating with that Station, together with all Works and Conveniences connected therewith : And whereas it is also expedient that the Company should be empowered to raise further Capital for the Purposes of this Act : And whereas the several Purposes aforesaid cannot be effected without the Authority of Parliament : May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows ; (that is to say,)

Short Title.     **1.** This Act may be cited for all Purposes as "*The London and North-western Railway (New Branch Lines) Act, 1863.*"

8 & 9 Vict.  
cc. 18. & 20.  
and  
23 & 24 Vict.  
c. 106. incor-  
porated.     **2.** "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," so far as the Provisions of the same respectively are applicable to the Purposes of this Act, are incorporated with and form Part of this Act.

Same Mean-  
ings to  
Words in in-  
corporated  
Acts as in  
this Act.     **3.** The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by the Subject or Context.

**4.** The



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4. The Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, 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.

Interpreta-  
tion of  
Terms.

5. Subject to the Provisions of this Act and of the Acts incorporated herewith the Company may from Time to Time enter upon, take, and use all or any of the Lands defined on the Plans and described in the Books of Reference deposited as herein-before mentioned.

Power to  
take Lands.

6. Subject to the Powers in this Act and the Acts incorporated herewith contained the Company may from Time to Time make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections relating thereto, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use in relation thereto, the Railways following, with all necessary Stations, Works, and Conveniences connected therewith; (that is to say,)

Power to  
make  
Railways.

A Railway to commence in the Parish of *Warmingham* in the County of *Chester*, by a Junction with the *London and North-western Railway* near to the North End of the *Sandbach Station* of that Railway, and to terminate in the Parish of *Great Budworth* in the same County on the West Side of the public Road leading from *Middlewich* to *Northwich*, there to form a Junction with the authorized Line of the *West Cheshire Railway* :

A Railway situate wholly in the Chapelry and Township of *Witton-cum-Twambrook* and Parish of *Great Budworth* in the said County of *Chester*, to commence by a Junction with the last-mentioned intended Railway, and to terminate on the West Side of the Road leading from *Witton Church* to *Witton Hall*, there to form a Junction with the *West Cheshire Railway* :

A Railway to commence in the Township of *Weaverham-cum-Milton* in the Parish of *Weaverham* in the County of *Chester*, by a Junction with the *London and North-western Railway*, and to terminate in the Township of *Hartford* in the Parish of *Great Budworth* in the said County of *Chester*, there to form a Junction with the authorized Line of the *West Cheshire Railway* :

And the said Railways and Works connected therewith shall, with respect to Tolls, Rates, and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company.

7. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained the Company in the Construction of the Railway may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described on the deposited Plans or Sections, so as the

Power to  
alter Engi-  
neering  
Works.

Deviations



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Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board on due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided, that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Lands for extraordinary Purposes.

8. The Company may purchase by Agreement, in addition to the Lands by this Act authorized to be purchased compulsorily, any Quantity of Land adjoining to the Lines to be constructed under the Powers of this Act for the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," not exceeding Two Acres.

Powers for compulsory Purchases limited.

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

Period for Completion of Railways.

10. The Railways by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for the Construction thereof, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Penalty if Railways not completed within limited Time.

11. If the Railways by this Act authorized are not completed and opened for public Traffic within the Period by this Act limited, the Company shall be liable to a Penalty of Fifty Pounds *per* Day for every Day after the Period so limited until the same shall be completed and opened for public Traffic, but no Penalty 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 Company was prevented from completing or opening such Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Abandonment of Part of Line from

12. The Company shall abandon the Construction of so much of the Line of Railway from *Chelford* to *Knutsford* authorized by "The *London and*



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*and North-western Railway (Cheshire Lines) Act, 1861,*” as is described in the Fifth Section of that Act as commencing in the Township of *Chelford* and Parish of *Prestbury* in the County of *Chester*, by a Junction with the *London and North-western Railway* at or near their Station at *Chelford*, and terminating at *Knutsford* in the same County, together with a short Line or Spur to connect the said Railway with the authorized Line of the *Cheshire Midland Railway*, and also of so much of the Line of Railway authorized by “*The London and North-western Railway (Additional Powers) Act, 1862,*” as in the Fifth Section of that Act is described as a Railway in the Township and Parish of *Nether Knutsford* in the County of *Chester*, commencing by a Junction with the Main Line of Railway from *Chelford* to *Knutsford* authorized by the *London and North-western Railway (Cheshire Lines) Act, 1861,*” near to the Turnpike Road leading from *Knutsford* to *Holmes Chapel*, and terminating by a Junction with the *Cheshire Midland Railway* authorized by “*The Cheshire Midland Railway Act, 1861,*” at a Point on such Railway Twenty Feet South of the Southern Entrance to the Tunnel at *Knutsford*, the Railways by this Act authorized being in Substitution for those Portions of such authorized Railways; and upon the passing of this Act all the Powers, Authorities, Privileges, Obligations, and Liabilities granted to or imposed upon the Company by the before-mentioned Acts respectively in relation to those Portions of Railways shall (subject as herein-after mentioned) cease to be operative: Provided that the Company may raise and apply to all or any of the Purposes of this Act all or any of the Monies authorized to be raised by “*The London and North-western Railway (Cheshire Lines) Act, 1861,*” and “*The London and North-western Railway (Additional Powers) Act, 1862,*” or either of them, which in consequence of the Abandonment of the Construction of the before-mentioned Portions of Railway will not be required for the Purposes of those Acts respectively.

**13.** In any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing or using any Lands which the Company were empowered to purchase for the Purpose of constructing the Portions of Railways respectively so to be abandoned as aforesaid, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties, by reason of such Purchase not being completed pursuant to such Contract or such Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by “*The Lands Clauses Consolidation Act, 1845,*” for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided that the Authority hereby given for abandoning the said Portions of Railways respectively shall not

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prejudice

Chelford to  
Knutsford.

Compensa-  
tion to be  
made where  
Contracts  
have been  
entered into  
or Notices  
given.



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prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels and of probing or boring to ascertain the Nature of the Soil or of setting out the Line of the Railway pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Arrange-  
ments with  
Cheshire  
Midland  
Company as  
to Use of  
Station at  
Northwich.

**14.** The Company and the *Cheshire Midland* Railway Company from Time to Time may enter into and carry into effect Arrangements and Agreements for the Use by the Company of the Station at *Northwich* of the *Cheshire Midland* Railway Company and all or any of the Lines of Railway belonging to that Company leading to or communicating with that Station, together with all Watering Places, Water, Booking Offices, Warehouses, Works, and Conveniences connected therewith and for the Accommodation of the Traffic of the Company at such Station.

Confirming  
Agreement  
with Great  
Northern,  
Manchester,  
Sheffield,  
and Lin-  
colnshire,  
Cheshire  
Midland,  
and West  
Cheshire  
Companies.

**15.** The Agreement between the Company and the *Great Northern*, and *Manchester, Sheffield, and Lincolnshire*, *Cheshire Midland*, and *West Cheshire* Railway Companies, a Copy of which is contained in the Schedule to this Act, is hereby confirmed and made binding on the Parties thereto respectively, but may from Time to Time be altered in conformity with the Provisions of this Act as the Companies Parties thereto shall mutually agree.

Mode of  
Communica-  
tion with  
West  
Cheshire  
Railway.

**16.** The Communications between the Railways by this Act authorized and the *West Cheshire* Railway shall be made at the Points prescribed by the Agreement contained in the Schedule to this Act, and no other Points, unless with the previous Consent of the *West Cheshire* Railway Company under their Common Seal, and such Communications and all necessary Openings in the Rails of the *West Cheshire* Railway, and other incidental Works required for effecting such Communications, shall in the first instance be made and shall at all Times be maintained and (when necessary) repaired, altered, and amended in such Manner and by such Means as not to injure the *West Cheshire* Railway, or impede or interfere with the free, uninterrupted, and safe Passage along the same, and at the sole Expense of the Company, but under the Direction and Superintendence and to the reasonable Satisfaction in all respects of the principal Engineer for the Time being of the *West Cheshire* Railway Company: Provided always, that if any Difference shall arise between him and the Engineer of the Company with respect to any Works for effecting or connected with such Communications, the Matters in difference shall be from Time to Time determined by a Referee to be appointed by the Board of Trade on the Application of either Company.

**17.** The



*The London and North-western Railway (New Branch Lines) Act, 1863.*

17. The *West Cheshire* Railway Company may from Time to Time construct, erect, repair, and alter such Signals and other necessary Works and Conveniences, either on their own Works and Lands or on those of the Company, and appoint and remove such Watchmen, Switchmen, Signalmen, or other Persons, as they may deem necessary for the Prevention of Danger or Obstruction to or Interference with Traffic at and near the Points of Junction between the *West Cheshire* Railway and the Railways by this Act authorized, and such Watchmen, Switchmen, Signalmen, and other Persons, and the Working and Management of such Signals, Works, and Conveniences shall be under the exclusive Control, Direction, Management, and Regulation of the *West Cheshire* Railway Company, and all the Costs and Expenses of erecting, maintaining, repairing, altering, and working such Signals, Works, and Conveniences, or otherwise relative thereto, and the Wages of such Watchmen, Switchmen, Signalmen, and other Persons in each Half Year shall at the End of that Half Year be repaid by the Company to the *West Cheshire* Railway Company, and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *West Cheshire* Railway Company in any Court of competent Jurisdiction.

Provision for Watchmen, Signalmen, &c.

18. Nothing in this Act or in the Acts incorporated herewith contained shall authorize the Company to take, enter upon, or use, either permanently or temporarily, any of the Lands belonging or demised to the *West Cheshire* Railway Company, or which that Company is authorized to take, or to alter, vary, or interfere with the Line or Levels of the *West Cheshire* Railway, or any of the Works thereof, nor otherwise to interfere with such Railway and Works further than is necessary for forming the Junctions hereby authorized between such Railway and the Railways herein-before described.

Not to take or interfere with the Works of the *West Cheshire* Railway Company.

19. Except only as by this Act expressly provided nothing in this Act contained shall take away, lessen, prejudice, or alter any Estate, Right, Title, Interest, Power, Authority, or Privilege of the *West Cheshire* Railway Company.

Saving Rights of *West Cheshire* Railway Company.

20. The Company may from Time to Time raise for the Purposes of this Act by the Creation of Shares such Sums of Money as they shall think necessary, not exceeding in the whole Sixty thousand Pounds.

Power to raise additional Capital.

21. The Company may from Time to Time with the Consent of Three Fifths of the Votes of the Shareholders present, in person or by proxy, at any Meeting of the Company specially convened for the Purpose, declare that any Shares created for raising the additional Capital by this Act authorized to be raised may be either of One Class and with like Privileges or of several Classes and with different Privileges, and of the same

Shares so created may be Preference Shares.



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same or different Amounts, and respectively redeemable or irredeemable, and may have attached to them respectively any fixed, fluctuating, contingent, preferential, perpetual, terminable, or other Dividend, not exceeding in any case the Rate of Five Pounds *per Centum per Annum*, as the Company from Time to Time think fit, and the Company may issue such Shares from Time to Time to such Persons and on such Terms and Conditions as the Company think fit: Provided always, that the total Sums to be ultimately paid in respect of such Shares shall not be less than the nominal Amount of such Shares; provided also, that all the Shares of the same Class shall be of the like Amount and all Shares of the same Class shall confer like Privileges and bear like Dividend; provided also, that 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 or other 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.

Terms, &c.  
to be stated  
on Certifi-  
cates.

**22.** 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.

Saving  
existing  
Preference  
Shares of  
Company.

**23.** Provided always, That any Preference or Priority in the Payment of Interest or Dividend which may be granted by the Company under this Act to any Shares shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any Shares or Stock which may have been previously granted by the Company by or in pursuance of or which may have been confirmed by any Act of Parliament passed prior to this Act, or which may otherwise be lawfully subsisting.

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

**24.** Except as is by this Act otherwise provided, the Share Capital created by the Company under this Act and the Shares therein and the Holders of those Shares respectively shall be subject and entitled to the same Powers, Provisions, Forfeitures, Liabilities, Rights, Privileges, and Incidents whatsoever in all respects as if that Capital were Part of the now existing ordinary Share Capital of the Company, and those Shares were Shares in that ordinary Capital.

Dividends  
on new  
Shares  
created  
by the  
Company.

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

**26.** The



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

Votes and Qualifications in respect of new Shares.

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

Power to Company to raise Capital under any other Act of this Session and this Act by new Shares.

**28.** The greatest Amount of a Call on the new Shares created by the Company under this Act shall be Twenty-five *per Centum* on the Amount of a Share, and the Interval between Two successive Calls shall be Two Months at the least, and the aggregate Amount of Calls on any Share in any One Year shall not exceed Four Fifths of the Amount of such Share.

Calls on new Shares created by Company.

**29.** After Shares for the whole of the Sum by this Act authorized to be raised by Shares shall have been issued and taken up, and One Half of such Sum shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all the Capital which the Company are by this Act authorized to raise by the Creation of new Shares are *bonâ fide* held by Persons or their Assigns, and for which such Persons or their Assigns are legally liable, the Directors of the Company may borrow on Mortgage, and if subsequently paid off may again re-borrow, such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any General or Special General Meeting of the Company, not exceeding in the whole the Sum of Twenty thousand Pounds in addition to the Sums which they are already authorized to borrow, or which they may be authorized to borrow by any other Act or Acts of Parliament, and for securing the Repayment of the Sum so borrowed, with Interest, may mortgage the Undertaking belonging to them.

Power to borrow on Mortgage.

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Former  
Mortgages  
to have  
Priority.

**30.** All Mortgages or Bonds granted or to be granted under the Authority of any Act already passed relating to the Company shall during the Continuance thereof have Priority over any Mortgages to be granted by virtue of this Act.

Application  
of Money.

**31.** All and every Part of the Money to be raised under this Act, whether by Shares or by borrowing, shall be applied to the Purposes of this Act, and to no other Purpose.

Power to  
apply cor-  
porate Funds  
to Purposes  
of Act.

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

Interest not  
to be paid  
on Calls  
paid up.

**33.** The Company shall not, 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 borrowing, pay to any Shareholder Interest or Dividend on the Amount of Calls made in respect of the Shares held by him: Provided always, that the Company may pay 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 of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

**34.** The Company shall not, out of any Money by this Act or any other Act authorized to be raised by them, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament from Time to Time in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to make any other Railway, or execute any other Work or Undertaking.

Railways  
not exempt  
from Provi-  
sions of  
present and  
future Gene-  
ral Acts.

**35.** Nothing in this Act contained shall exempt the Railways of the Company 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 in respect of the Railways authorized by this or any other Act relating to the Company.

Expenses of  
Act.

**36.** All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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*The London and North-western Railway (New Branch Lines)  
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SCHEDULE referred to in the foregoing Act.

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AGREEMENT made this Sixteenth Day of April One thousand eight hundred and sixty-three, between the GREAT NORTHERN and MANCHESTER, SHEFFIELD, and LINCOLNSHIRE Companies, the CHESHIRE MIDLAND and WEST CHESHIRE Companies, of the one part, and the LONDON and NORTH-WESTERN Company of the other part.

1. The Agreement between the London and North-western Company and the Cheshire Midland Company, scheduled in "The London and North-western (Additional Powers) Act, 1862," is intended to be cancelled by mutual Consent so soon as the London and North-western Company's New Branch Lines Bill shall receive the Royal Assent, and this Agreement shall become Part of the said Act.

2. The Cheshire Midland Company to provide Station Accommodation at Northwich for the London and North-western Company for Goods and Passengers, the Amount and Terms of Accommodation to be agreed; or, failing Agreement, to be settled by Arbitration in manner provided by the "Railway Companies Arbitration Act, 1859."

3. The London and North-western Company not to take Powers with respect to any Lands scheduled in the North-western Bill belonging to the Cheshire Midland or West Cheshire Companies, or over which the said Companies have Power, except that the London and North-western Company shall have the Right to form the Junctions herein-after mentioned.

4. The London and North-western Company to be permitted to form Junctions with the West Cheshire Railway, so far as the Junctions of their Line with the West Cheshire Line are concerned, at or near Northwich, at the Points indicated on the deposited Plans and Sections, and so far as such Junctions with the West Cheshire Line are concerned, at or near Hartford, within the Limits of Deviation indicated on the Plans and Sections deposited by them, subject to the Approval of the Engineer of the West Cheshire Company for the Time being, and subject also to Conditions and Restrictions similar in effect to those contained in the Twenty-ninth, Thirtieth, Thirty-first, and Thirty-second Clauses of "The London and North-western Railway (Additional Powers) Act, 1862." In case of Difference of Opinion between the respective Engineers as to the Position of such Points of Junction at or near Hartford the same to be settled by an Engineer to be appointed by them.

5. The London and North-western Company to have running Powers over the West Cheshire Railway from the Junction of their intended Line from Sandbach therewith to and from Northwich Station and to their other intended Junction near Hartford. The Terms for the Use of this Line to be agreed upon, and, failing Agreement, to be settled by Arbitration as aforesaid.

6. The



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6. The London and North-western Company not to interfere in any way with the local Traffic, that is, Traffic exclusively belonging to either the Cheshire Midland or West Cheshire Railways.

7. The Great Northern and Manchester, Sheffield, and Lincolnshire Companies to facilitate the Transmission of Traffic by Through Booking and Through Rates and Fares to and from Knutsford, *via* Northwich, and Places on and reached through the London and North-western Railway.

8. The Fares and Rates to be charged and the Facilities to be afforded for Traffic to and from Knutsford to Places on and reached through the London and North-western Railway to be mutually agreed, and, failing Agreement, to be settled by Arbitration as aforesaid.

9. The London and North-western Company to consent to the Powers sought by Section Thirteen of the Great Northern Cheshire Lines Bill, now before Parliament.

10. The London and North-western Company to consent to the withdrawal of the Manchester South Junction and Altrincham Company's Petition against the Cheshire Lines Bill, and also to withdraw their own Petition against that Bill, the West Cheshire and the Cheshire Midland Companies withdrawing their Petitions against the London and North-western Company's Branch Lines Bill; but the London and North-western Company not to be prejudiced or affected in any way hereafter by the Statement contained in Article Twenty-three of the Agreement in the Schedule to the Great Northern Cheshire Lines Bill.

This Agreement to be confirmed by Act of Parliament in One of the Company's Bills of this Session.

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LONDON:

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