





*The Chester and West Cheshire Junction Railway Act, 1865.*

Sections of the proposed Railways showing the Lines and Levels thereof, and the Lands which may be taken for the Purposes of this Act, and also Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the respective Clerks of the Peace for the County of *Chester* and the County of the City of *Chester*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects 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 the present Parliament assembled, and by the Authority of the same, as follows:

Short Title. 1. This Act may be cited for all Purposes as "*The Chester and West Cheshire Junction Railway Act, 1865.*"

8 & 9 Vict. cc. 16., 18., & 20.,  
23 & 24 Vict. c. 106., and  
26 & 27 Vict. cc. 92. & 118.  
incorporated. 2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares) of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to Construction of a Railway) and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," (save so far as any of the Sections and Provisions of those Acts and Parts respectively are by this Act expressly varied or excepted,) are incorporated with this Act.

Same Meaning to Words in incorporated Acts as in this Act. 3. The Expression "the Railway" used in this Act means the several Lines of Railway and Works by this Act authorized; the Expression "the *Sheffield* Company" means "the *Manchester, Sheffield, and Lincolnshire* Railway Company;" the Expression "the *Northern* Company" means "the *Great Northern* Railway Company;" the Expression "the *Western* Company" means "the *Great Western* Railway Company;" the Expression "the *Birkenhead* Company" means "the *Birkenhead* Railway Company;" the Expression "the *Cheshire* Company" means "the *West Cheshire* Railway Company;" the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; the Words "Share" and "Shareholders" shall include, where requisite, Stock and Stockholders; the Word "Traffic" has the Meaning assigned to that Word by "*The Railway and Canal Traffic Act,*



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Act, 1854 ;” and the several other Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

4. Charles Townshend, John Jones, Freeman Leopold Bagnall, Randle Wilbraham, Alfred Barry, William Atkinson, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the Railway to be called “The *Chester and West Cheshire Junction Railway*,” and for other the Purposes of this Act, and for such Purposes are by this Act incorporated by the Name of “The *Chester and West Cheshire Junction Railway Company*,” and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and to put this Act in all respects into execution.

Subscribers  
incorporated.

5. The Capital of the Company shall be One hundred and fifty thousand Pounds, and the Number of Shares into which the Capital shall be divided shall be Fifteen thousand, and the Amount of each Share shall be Ten Pounds.

Capital and  
Number and  
Amount of  
Shares.

6. Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall intervene between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon such Share.

Calls.

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

Shares not  
to issue until  
One Fifth  
paid up.

8. The Company may borrow on Mortgage any Monies not exceeding in the whole Fifty thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of One hundred and fifty thousand Pounds shall have been subscribed for or taken *bonâ fide*, and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of “The Companies Clauses Consolidation Act, 1845,” (before he so certifies,) that Shares for the whole

Power to  
borrow  
Money on  
Mortgage.



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whole of the Capital have been issued or taken *bonâ fide*, and that One Half of such Capital has been paid up, and that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Time of the Issue or Acceptance thereof, and that such Shares are *bonâ fide* held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable (of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence).

Arrears may be enforced by Appointment of a Receiver.

**9.** The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any Mortgage by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Ten thousand Pounds.

Application of Monies.

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

First and subsequent General Meetings.

**11.** The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held twice in every Year, in the Months of *February* or *March* and *August* or *September*, as the Directors may appoint.

Quorum of General Meetings.

**12.** The Quorum of General Meetings of the Company shall be Five Shareholders present personally or by proxy, holding in the aggregate not less than Five thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

**13.** The Number of the Directors shall not be more than Nine nor less than Five, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Capital of the Company.

Quorum of Directors.

**14.** The Quorum of a Meeting of Directors shall be Five.

First Directors.

**15.** *Charles Townshend, John Jones, Freeman Leopold Bagnall, Alfred Barry, and Thomas M. Crowder* shall be the First Directors of the Company.

Election of Directors at First Ordinary Meeting.

**16.** The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors or Directors to supply the Places of those not continued in Office, the  
Directors



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Directors appointed by this Act being eligible as Members of such new Body.

17. At the First Ordinary Meeting in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having died or resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said last-mentioned Act.

Subsequent  
Election of  
Directors.

18. The Company's Powers under this Act for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years after the passing of this Act.

Powers for  
compulsory  
Purchases  
limited.

19. The Company by Agreement from Time to Time may purchase any Quantity of Land, not exceeding in the whole Ten Acres, for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act.

Lands for  
extraordi-  
nary Pur-  
poses.

20. Subject to the Provisions of this Act, the Company from Time to Time may make and maintain the several Lines of Railway and Works by this Act authorized in the Lands shown on the deposited Plans and specified in the deposited Books of Reference, and, so far as the Lines and Levels thereof are shown on the deposited Plans and Sections, may make and maintain the same in accordance with the Lines and Levels so shown, and may enter upon, take, and use such of the said Lands as may be necessary for the Purpose.

Power to  
make Works  
authorized  
by Act.

21. The several Lines of Railway and Works by this Act authorized to be made and maintained by the Company comprise the following Railways and Works, with all proper and sufficient Stations, Approaches, Works, and Conveniences connected therewith; (that is to say,)

Works  
authorized  
by Act.

A Railway (No. 1) commencing by a Junction with the Line of the *West Cheshire* Railway as authorized by the *West Cheshire* Railway Act, 1861, (and therein referred to as Railway No. 1,) in the Township of *Mouldsworth* in the Parish of *Tarvin* in the County of *Chester*, and terminating in the Township of *Mickle Trafford* in the Parish of *Pleinstall* otherwise *Plemonstall* in the County of *Chester* in a Field called the *Far Limner* :

A Railway (No. 2) commencing by a Junction with the said intended Railway No. 1 at the Point where that Railway is intended

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to terminate, and terminating by a Junction with the *Warrington and Chester* Branch of the *Birkenhead* Railway in the said Township of *Mickle Trafford* in the Parish of *Plemstall* :

A Railway (No. 3) commencing by a Junction with the said intended Railway No. 1 at the Point where that Railway is intended to terminate, and terminating in the Parish of *Saint Oswald* in a Garden or Nursery Ground formerly called the *Mill Field*, but now called *Windmill Lane* Nurseries :

An Approach Road or Street situate wholly in the Parish of *Saint Oswald* commencing at or near a Piece of Land used as a Playground or Garden abutting upon the East Side of *Upper Northgate Street*, and terminating at or near a Garden abutting upon the West Side of *Windmill Lane*, which Garden is occupied by *Henri Adolphe Ruinet*.

Notice to be given of taking Houses of Labouring Classes.

**22.** Not less than Eight Weeks before the Company take in any Parish or Place Houses amounting to Fifteen in Number or more, occupied wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, they shall make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses ; and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

As to carrying Railways over Birkenhead Railway.

**23.** The Railway No. 3 by this Act authorized, where the same respectively may cross the *Birkenhead* Railway and Lands adjoining thereto, shall cross at the respective Points indicated by the centre Line as shown upon the deposited Plans, or within Twenty Feet on either Side thereof, and shall be carried over such Railway and Lands according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer for the Time being appointed by the *London and North-western* and *Great Western* Railway Companies, the joint Owners of the said *Birkenhead* Railway (and herein-after called the Joint Companies), and at the Expense of the Company ; and such Railways and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *Birkenhead* Railway, or the working of the Traffic thereon ; and the Railway No. 3 shall be so carried over the *Birkenhead* Railway, and the Lands adjoining thereto, in the Parish of *St. Oswald* in the County of the City of *Chester*, by means of a Girder Bridge having a clear Width of Seventy-five Feet measured at Right Angles to the *Birkenhead* Railway, and having a clear Headway for the whole Distance of not less than Fourteen Feet and

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Six Inches or exceeding Sixteen Feet; and the Railway No. 3 shall be carried over the *Birkenhead* Railway, and the Lands adjoining thereto, in the Township of *Mickle Trafford*, by means of a Girder Bridge having a clear Width of Fifty Feet measured at Right Angles to the *Birkenhead* Railway, and having a clear Headway for the entire Width of not less than Fourteen Feet Six Inches.

24. The Bridges or other Works by which the Railway shall be carried over the *Birkenhead* Railway, and the said Lands adjoining thereto, and all Works and Conveniences connected therewith, shall be made only according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to such Engineer of the Joint Companies, and to be reasonably approved by him in Writing under his Hand before any of those Works are begun.

Plans for Works affecting *Birkenhead* Railway.

25. The Company shall at all Times maintain the Bridges or other Works by which the Railway shall be carried over the *Birkenhead* Railway, and the said Lands adjoining thereto, in substantial Repair and good Order and Condition to the reasonable Satisfaction in all respects of the Engineer for the Time being of the Joint Companies; and if and whenever the Company fail so to do the Joint Companies may make or do in and upon as well the Lands of the Company as their own Lands all such Works and Things as the Joint Companies reasonably think requisite in that Behalf, and the Sum from Time to Time certified by such their Engineer to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the Joint Companies from the Company in any Court of competent Jurisdiction.

Maintenance of those Works.

26. The Company shall not, without in every Case the previous Consent of the Joint Companies in Writing under their respective Common Seals, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession or under the Power of the Joint Companies, except only such Part or Parts of their Lands as it shall be necessary for the Company to take and use, enter upon, or interfere with for the Purpose of making and maintaining the Works by which the Railway is according to this Act to be carried over the Railway and Lands of the Joint Companies.

Restricting Interference with the Lands of the Joint Companies.

27. With respect to any Land of the Joint Companies which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the

Company to acquire Easements only in Lands of Joint Companies.

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Joint Companies may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

Mode of effecting Junction with the Birkenhead Railway.

**28.** The Junction of the Railway by this Act authorized with the *Birkenhead* Railway shall be made at the Point of Junction shown on the said deposited Plans, and at no other Point, without the Consent in Writing of the said Joint Companies under their respective Common Seals for that Purpose first obtained.

Mode of constructing the Line No. 3 over the Chester Tunnel.

**29.** The Railway No. 3, where the same will cross the Tunnel of the *Chester and Holyhead* Railway, shall, unless with the Consent in Writing of the *London and North-western* Railway Company, be constructed so as to allow a Depth of Twelve Feet at the least between the Level of the Rails and the Crown of the Tunnel; and if in the Opinion of the Engineer for the Time being of the *London and North-western* Railway Company that Portion of the Tunnel under the said Railway No. 3 shall require to be arched so as to ensure the Safety of the Line, the Company shall on Demand pay to the *London and North-western* Railway Company the Expense which may be incurred in so doing, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *London and North-western* Railway Company from the Company in any Court of competent Jurisdiction.

Company to acquire Easements only on Lands of the London and North-western Railway Company.

**30.** With respect to any Land of the *London and North-western* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *London and North-western* Railway Company may and shall grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

Provision in relation to certain Works within the City of Chester.

**31.** In constructing the Railway No. 3 the following Conditions and Provisions shall be observed by the Company:

First, the centre Line of the Railway, when constructed between the Brook marked No. 1 on the deposited Plans in the Parish of *St. Oswald* and the Field marked No. 35 on the said Plans, shall not under any Circumstances be carried nearer *Brook Lane* or the Bridge which carries the said Lane over the *Birkenhead* Railway than the Red Line shown upon a Copy of the said deposited Plans, signed by *Robert Roberts*, Civil Engineer, on behalf of the Company, and by *John Walker*, Town Clerk of the City of

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of *Chester*, and dated the Eighteenth Day of *February* One thousand eight hundred and sixty-five :

Second, the Company shall also divert *Brook Lane* from Point A to Point B as shown in Red on the Copy of the said Plans, and shall make and form the same into a macadamized Road, with good hard Metalling, and shall make and form a Footpath, with proper Kerbstone facing thereto, at the North Side thereof of not less than Five Feet wide, and make and provide proper and efficient Ditches and Fences on both Sides or either Side of the said diverted Road as may be required by the City Surveyor for the Time being, the said diverted Road to be not less (including Footpath) than Thirty Feet wide throughout ; and the Company shall not do anything to interfere with the free Use by the Public of the present Lane until the said diverted Road shall be completed and fit for Use :

Third, the Company shall also purchase sufficient Land between the Points C and D marked in Red on the said Plan to enable the Town Council of the City of *Chester* to make *Brook Lane* between those Points Thirty Feet wide, and shall make over the said Land free of Charge to the Corporation, and the Company shall defray the whole Expense of setting back the Fence thereto :

Fourth, the Company shall screen the said Railway and the Engines and Carriages passing along the same from the View of Horses and other Animals travelling along *Brook Lane* and the said Bridge over the *Birkenhead* Railway in the best possible Way, and to the reasonable Satisfaction of the City Surveyor for the Time being, and they shall also in like Manner screen the proposed Railway and the Engines and Carriages passing along the same from the whole or such Part of *Windmill Lane* in the City of *Chester* as the Town Council of the said City, or their Surveyor for the Time being, shall at any Time and from Time to Time require for the Protection of the Public using the said Lane :

Fifth, the Company shall, in so far as they shall acquire Land on the East Side of and abutting on *Windmill Lane* in the said City of *Chester*, widen the said Lane along the Land so acquired to the Width of at least Thirty Feet, and they shall not close, stop up, or alter the Levels of nor otherwise interfere with (except so far as shall be requisite to carry out the special Enactments hereby made in reference thereto) *Brook Lane*, *Windmill Lane*, and *Saint Anne Street* respectively, notwithstanding some Parts thereof respectively are within the Limits of Deviation shown on the deposited Plans, without the Consent of the said Town Council first obtained :

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Sixth, the Company shall make and form the additional Width to be thrown into *Windmill Lane* as aforesaid into a macadamized Road, with good hard Metalling, with or without a kerbed Footpath, as may be required by the said Town Council, and they shall maintain the same and the new or diverted Part of *Brook Lane*, including the Footpaths, until the same have set and hardened and come to the same State and Condition as the present Roads respectively :

Seventh, the Company shall submit Plans and Sections of all the Works by this Section provided for to the said Town Council, and execute all such Works to the reasonable Satisfaction of the Town Council, or their Surveyor for the Time being.

Provision as  
to Lands of  
C. W. Potts.

**32.** Whereas it is alleged by *Charles William Potts* that by the Exercise of the Powers of this Act his Houses and Lands in the Parish of *St. Oswald* in the County of the City of *Chester* adjoining the Site of the said Railway No. 3 will be depreciated in Value, notwithstanding the Company do not take, use, or enter upon any Part thereof: Therefore by Agreement between the Company and *Charles William Potts* all Questions of Compensation with respect to those Houses and Lands may be determined by Arbitration.

Period for  
Completion  
of Works.

**33.** The Railway 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 making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Restrictions  
as to  
Transfer of  
certain  
Monies de-  
posited  
pursuant to  
Standing  
Orders.

**34.** And whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Twelve thousand Pounds, being Eight *per Centum* on One hundred and fifty thousand Pounds, the Amount of the Estimate of the Railway by this Act authorized, has been deposited with the Court of Chancery in *England* in respect to the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway, open the Railway for the public Con-  
veyance



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veyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the Capital; and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the said Sum so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum shall have been executed by the Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then the said Sum so deposited as aforesaid, and the Interest and Dividends thereof, shall be paid and transferred to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce a Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum so deposited as aforesaid would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.



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Tolls.

**35.** The Company may demand any Tolls for the Use of the Railway, and for the Supply of Carriages, Waggon, or Trucks, not exceeding the following; (to wit,)

For Passengers.

First, in respect of Passengers conveyed upon their Railway or any Part thereof (as follows):

For every Person, Twopence *per* Mile; and if conveyed in or upon a Carriage provided by the Company, an additional Sum of One Penny Halfpenny *per* Mile.

For Animals.

Secondly, in respect of Animals conveyed upon the Railway or any Part thereof (as follows):

Class 1. For every Horse, Mule, or other Beast of Draught or Burden, Threepence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 2. For every Ox, Cow, Bull, or Neat Cattle, Twopence Halfpenny *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 3. For every Calf, Pig, Sheep, Lamb, and other small Animal, One Penny *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Halfpenny *per* Mile.

Tonnage on Articles of Merchandise.

Thirdly, in respect of Goods and other Things conveyed upon the Railway or any Part thereof (as follows):

Class 4. For all Coals, Cinders, Dung, Compost, and all Sorts of Manure, Lime and Limestone, all undressed Materials for the Repair of the public Roads or Highways, *per* Ton *per* Mile One Penny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 5. For all Coke, Culm, Cannel, Charcoal, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and rolled Iron, and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile Twopence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of Three Farthings:

Class 6. For all Sugar, Grain, Corn, Flour, Salt, Hides, Dyewood, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Twopence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of Three Farthings:

Class 7. For Cotton and other Wools, Drugs, and manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters,

or



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or Things, *per Ton per Mile* Threepence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per Ton per Mile* of One Penny:

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, if conveyed on a Truck or Platform belonging to the Company, Sixpence *per Mile*; and a like Sum of One Penny Halfpenny *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

**36.** The Company may demand for the Use of Engines for drawing or propelling Carriages on their Railway any Sum not exceeding One Penny *per Mile* for each Passenger or Animal, or for each Ton of Goods or other Articles. Tolls for propelling Power.

**37.** The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers along their Railway, including the Tolls for the Use of the Railway and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance (except Government Duty), shall not exceed the following Sums; (that is to say,) Maximum Rates of Charge for Passengers.

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

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

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

**38.** The Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required to run upon the Railway, but shall apply only to the Ordinary and Express Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway. Restriction as to Charges not to apply to Special Trains.

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

**40.** The maximum Rates of Charges to be made by the Company for the Conveyance of Animals and Goods, including the Tolls for the Use of their Railways and Waggon or Trucks and for locomotive Power, and every other Expense incidental to such Conveyance Maximum Rates of Charge for Animals and Goods.

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(except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Duty or Business of a Carrier, where such Services, or any of them, are or is performed by the Company), shall not exceed the following Sums; (that is to say,)

For every Animal in Class 1, Fourpence *per* Mile :

For every Animal in Class 2, Threepence *per* Mile :

For every Animal in Class 3, One Penny Halfpenny *per* Mile :

For everything in Class 4, One Penny Halfpenny *per* Ton *per* Mile :

For everything in Class 5, Twopence *per* Ton *per* Mile :

For everything in Class 6, Threepence Halfpenny *per* Ton *per* Mile :

For everything in Class 7, Fourpence *per* Ton *per* Mile :

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

Regulations  
as to Tolls.

41. The following Provisions and Regulations shall be applicable to the fixing of the Tolls and maximum Rates of Charge; (to wit,)

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

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand in respect of Passengers Tolls and Charges as for One Mile; and in respect of Animals and Articles Tolls and Charges in proportion to the Number of Quarters of a Mile contained in such Fraction, and for this Purpose a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile :

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

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

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

Tolls for  
small Parcels  
and single  
Articles  
of great  
Weight.

42. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may demand any Tolls not exceeding the following; (to wit,)

For



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

For any Parcel not exceeding Seven Pounds in Weight, Three-pence :

For any Parcel exceeding Seven Pounds in Weight but not exceeding Fourteen Pounds in Weight, Fivepence :

For any Parcel exceeding Fourteen Pounds in Weight but not exceeding Twenty-eight Pounds in Weight, Sevenpence :

For any Parcel exceeding Twenty-eight Pounds in Weight but not exceeding Fifty-six Pounds in Weight, Ninepence :

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

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

For the Carriage of any One Boiler, Cylinder, or any One Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons, but shall not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence *per Ton per Mile*, including the Carriage or Truck for carrying the same, and the locomotive Power :

For the Carriage of any One Boiler, Cylinder, or any single Piece of Machinery, or single Piece of Timber, Stone, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

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

Definition of Terminal Station.

**44.** This Act or anything herein contained shall not prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either by reason of any special Service performed by the Company in relation thereto, or in respect to the Conveyance of any Goods other than small Parcels by Passenger Trains.

Company may take increased Charges by Agreement.

**45.** The Company and all other Companies using the Railway may run over and use with their Engines, Carriages, and Rolling Stock

Running Powers over certain Railways.



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Stock of all Kinds for their Traffic of every Description the Portions of Railway following; (that is to say,)

So much and such Part of the Lines of the *West Cheshire* Railway (including the *Winsford* and *Winnington* Branches thereof), together with the Stations, Watering Places, Works, and Conveniences connected therewith respectively, now constructed or authorized to be constructed, or any or either of them, and which are situate and lie between the Junction of the intended Railway No. 1 with the *West Cheshire* Railway and *Northwich*.

Terms of such Use.

**46.** The Terms and Conditions to which the Company and such other Company as aforesaid shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall be such Terms and Conditions as may be agreed, or as, failing Agreement, shall be settled by an Arbitrator to be appointed by the Board of Trade on the Application of either Party; and the Decisions of any such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; and any of the 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.

Facilities for Company's Traffic.

**47.** The *London and North-western*, the *Great Western*, the *Birkenhead and West Cheshire* Railway Companies respectively from Time to Time shall receive, book through, forward, accommodate, and deliver on and from their respective Railways, and the Stations thereon respectively, all Traffic of whatsoever Description from Time to Time coming from or destined from the Railway, or any Part thereof.

Terms on which Facilities to be afforded.

**48.** The Terms and Conditions on which the last-named Companies respectively shall afford to the Company the Facilities which by this Act they are bound to afford to the Company shall be such Terms and Conditions as the Company and those Companies respectively from Time to Time mutually agreed on, or as, failing their Agreement thereon, shall be determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Party; and the Decisions of any such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; and any of the Companies who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in  
the



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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.

49. And whereas the *West Cheshire* Railway, whereof the Railway is a Continuation, is to be worked jointly by and is the joint Property of the *Northern* Company and the *Sheffield* Company, and it is expedient that those Two Companies should have the Powers herein-after conferred upon them: Be it enacted, That the said Two Companies may pass over and use with their Engines, Carriages, and Servants, and for the Purposes of Traffic of all Kinds, the Railway, together with the Stations, Sidings, Watering Places, Water Supplies, Telegraphs, Signals, Signal Posts, and other Machinery, Booking and other Offices, Warehouses, Buildings, Approaches, Works, and Conveniences belonging to or connected with the same, upon such Terms, and Conditions, and subject to such Payments and Regulations, as shall, if not agreed upon between them and the Company, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Party; and the Decisions of any such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; and any 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.

Powers to Great Northern and to Manchester, Sheffield, and Lincolnshire Railway Companies.

50. The said Two Companies in using or traversing the Railway, and in using the Works, Buildings, and Conveniences thereof, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking, so far as such Byelaws shall be applicable to them.

Byelaws to be observed.

51. The Company on the one hand, and the *Cheshire* Company, the *Sheffield* Company, and the *Northern* Company, or any or either of those Companies, on the other hand, from Time to Time may make or carry into effect Contracts and Arrangements with respect to all or any of the following Purposes; (to wit,)

Working Arrangements between Company and other Companies.

The Maintenance, Working, and Use by the contracting Companies, or either of them, of the Railway, or any Part thereof:

The supplying by the contracting Companies, or either of them, of Rolling Stock and other Stocks and Plant, and the Employment of Officers and Servants:

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The Collection, Regulation, Management, and Transmission of the Traffic passing to or from the Railway :

The fixing and collecting by the contracting Companies respectively, and the Application, Division, and Apportionment, of the Tolls :

The Payment by the contracting Companies, or any or either of them, of a Sum in gross or an annual Payment, whether fixed or contingent, and either by way of Toll, or in commutation of Tolls or otherwise :

And any such Contract or Arrangement may be made for the same Period of Time with reference to all the Purposes of the Contract, or different Periods with reference to different Purposes.

During Continuance of Contract Railway of contracting Companies to be considered Part of Railway.

**52.** During the Continuance of any Contract entered into under the Authority of this Act the Railways of the contracting Companies shall, for the Purposes of Tolls and Charges, be considered One Railway; and in estimating the Amount of Tolls or Charges in respect of Traffic conveyed partly on the Railway and partly on the Railways of the other Companies, Parties to the Agreement, for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and in respect of Passengers, for each Mile or Fraction of a Mile beyond Three Miles Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Three Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge than for Three Miles shall be made for the Conveyance of Passengers, Animals, Minerals, and Goods, or other Matters, partly on the Railway and partly on the Railways of the other Companies, Parties to the Agreement.

Interest not to be paid on Calls paid up.

**53.** The Company shall not, out of any Money by this Act authorized to be raised, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him: Provided that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposits for future Bills not to be paid out of the Company's Capital.

**54.** The Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum of Money which, by the 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 construct any other Railway, or execute any other Work or Undertaking.

**55.** Nothing



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**55.** Nothing herein contained shall be deemed or construed to exempt the Railway 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 the present or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the Tolls for small Parcels and the maximum Rates of Fares and Charges by this Act authorized. Railway, not exempt from Provisions of present and future General Acts.

**56.** All the Costs, Charges, and Expenses of and attending the passing of this Act, and preliminary or incidental thereto, shall be paid by the Company. Expenses of Act.

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