



ANNO VICESIMO NONO & TRICESIMO

# VICTORIÆ REGINÆ.

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## *Cap. clxxiv.*

An Act for making a Railway from *Longton* through *Adderley Green* to *Bucknall*, with Branches, all in the County of *Stafford*; and for other Purposes.

[16th July 1866.]

**W**HEREAS the making of a Railway from *Longton* through *Adderley Green* to *Bucknall*, with Branches, all in the County of *Stafford*, would be of public and local Advantage: And whereas Plans and Sections showing the Situation, Lines, and Levels of the proposed Railways, and the Lands proposed to be taken or which may be required to be taken for the Purposes thereof, and Books of Reference to those Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of those Lands respectively, have been deposited with the Clerk of the Peace for the County of *Stafford*, 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 Persons in this Act named, together with other Persons, are willing at their own Expense to construct the proposed Railways, and it is expedient that they should be incorporated into a Company for the Purpose of carrying such Undertaking into execution: And whereas the said Railways will comprise an aggregate Length of Four Miles Five and a Half Chains only, and may be maintained and worked with much

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greater

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greater Economy and Efficiency, and with far more Advantage to the Public, by the *North Staffordshire* Railway Company than by an independent Company: And whereas the *North Staffordshire* Railway Company are willing to maintain and work the said Railways, and it is expedient that such Provision as is hereinafter contained should be made for securing the Maintenance and Use of the said Railways by the *North Staffordshire* Railway Company: And whereas the 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:

Short Title. 1. This Act may be cited for all Purposes as "*The Longton, Adderley Green, and Bucknall Railway Act, 1866.*"

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," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "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," and Parts I. and III. of "The Companies Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" shall mean the Company incorporated by this Act; the Expression "the Railway," or "the Undertaking," shall mean the Railways or Undertaking by this Act authorized, or any Part thereof; and 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, 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.

Company incorporated.

4. *James Stott, Joseph Hulse, Frederic Bishop, John Hackett Goddard, William Rigby* (being Subscribers to the Undertaking), 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, shall be united into a Company for the Purpose of making and maintaining the Railways, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "*The Longton, Adderley Green, and*

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and Bucknall Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act.

5. Subject to the Provisions of this Act, the Company may make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections the Railways herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose. The Railways herein-before referred to and authorized by this Act are,—

Power to make Railways according to deposited Plans.

First, a Railway (No. 1.), Three Miles Five Furlongs and Eight Chains or thereabouts in Length, commencing in the Township of *Weston Coyney* in the Parish of *Caverswall* in the County of *Stafford* by a Junction with the *Uttoxeter* Branch of the *North Staffordshire* Railway, and terminating in the Township of *Hanley* in the Parish of *Stoke-upon-Trent* in the same County by a Junction with the *Biddulph* Branch of the said *North Staffordshire* Railway:

Second, a Railway, No. 2., Three Furlongs and Seven Chains or thereabouts in Length, commencing in the Township of *Weston Coyney* in the Parish of *Caverswall* in the County of *Stafford* by a Junction with the intended Railway No. 1., herein-before described, in a Field numbered 756 on the Tithe Map of the said Township of *Weston Coyney*, and terminating in the Township of *Bucknall* in the Parish of *Stoke-upon-Trent* in the County of *Stafford* in a Field numbered 771a on the Parish Map of the said Parish of *Stoke-upon-Trent*:

Third, a Railway, No. 3., Five Furlongs and Five and a Half Chains or thereabouts in Length, commencing in the Township of *Fenton Vivian* in the Parish of *Stoke-upon-Trent* in the County of *Stafford* by a Junction with the said intended Railway No. 1. in a Field numbered 135 on the Parish Map of the said Parish of *Stoke-upon-Trent*, and terminating in the Township of *Fenton Culvert* in the Parish of *Stoke-upon-Trent* in the County of *Stafford* in a Field known by the Name of the *Hempbutt Field*, and numbered 160 on the Parish Map of the said Parish of *Stoke-upon-Trent*.

6. The Capital of the Company shall be Fifty thousand Pounds, in Five thousand Shares of the Amount of Ten Pounds each.

Capital.

7. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the

Shares not to issue until

the

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One Fifth  
paid up.

the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Calls.

8. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Power to  
borrow on  
Mortgage.

9. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Sixteen thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Fifty thousand Pounds is subscribed for, and One Half thereof is paid up, and the Company 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 the 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 has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide* and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Proof having been given, the Certificate of such Justice that satisfactory Proof to that Effect has been given to him shall be sufficient Evidence.

Arrears may  
be enforced  
by Appointment  
of a  
Receiver.

10. The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Two thousand Pounds in the whole.

Debenture  
Stock.

11. The Company may create and issue Debenture Stock.

Monies  
borrowed on  
Mortgage  
to have  
Priority.

12. All Monies to be borrowed on Mortgage under this Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company and the Property from Time to Time of the Company over other Claims on account of any Debts incurred or to be incurred or Engagements entered into or to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim, Right, or Remedy against the Company or their Property in respect of any Rentcharge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect the Lien of any  
Vendor

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Vendor for the unpaid Purchase Money of any Land taken by the Company for the Purposes of the Railway.

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

**14.** The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act. First Ordinary Meeting.

**15.** The Quorum of General Meetings of the Company shall be Five Shareholders, holding in the aggregate not less than One Twentieth of the Capital of the Company. Quorum of General Meeting.

**16.** The Number of Directors shall be Five, but it shall be lawful for the Company from Time to Time to reduce the Number, provided that the Number be not less than Three. Number of Directors.

**17.** The Qualification of a Director shall be the Possession in his own Right of not less than Fifty Shares. Qualification of Directors.

**18.** So long as the Number of Directors is more than Three the Quorum of a Meeting of Directors shall be Three, and if the Number of Directors is reduced to Three the Quorum of a Meeting of Directors shall be Two. Quorum of Directors.

**19.** *James Stott, Joseph Hulse, Frederic Bishop, John Hackett Goddard, and William Rigby* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue Directors until others are elected in their Stead in manner provided by the same Act. First Directors.  
Election of Directors.

**20.** The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Three Acres. Lands for extraordinary Purposes.

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**21.** The

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Powers for compulsory Purchases limited.

**21.** 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 from the passing of this Act.

Period for Completion of Works.

**22.** The Railways shall be completed within Four Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

For Protection of the Mains and Pipes of the Staffordshire Potteries Waterworks Company incorporated by 16 & 17 Vict. c. cxviii.

**23.** Whereas the Conduits, Mains, or Pipes of the *Staffordshire Potteries Waterworks Company*, incorporated by "The *Staffordshire Potteries Waterworks Consolidation and Extension Act, 1853*," (in this Act called the Water Company,) conveying the Springs supplying the Reservoir (commonly called the *Sutherland Reservoir*) of the Water Company, are laid on the North-east Side of the *Uttoxeter Branch* of the *North Staffordshire Railway*, and near the Margin thereof, partly on Land numbered on the deposited Plans 1 in the Parish of *Caverswall*, and partly on Land numbered 4 in the said Parish on the said Plans, and it is essential that the Level of such Conduits, Mains, or Pipes shall remain unaltered: The Company therefore, in addition to and notwithstanding anything in "The *Railways Clauses Consolidation Act, 1845*," contained, shall not, in making the said Railway, or any Sidings or other Works connected therewith, diminish or in any way interfere with the Flow of Water through or along such Conduits, Mains, or Pipes, or into the said Reservoir, or alter or affect the Level of such Conduits, Mains, or Pipes, without the Consent of the Water Company first had and obtained; and before proceeding to construct that Part of the said Railway which it is proposed shall unite with the said *Uttoxeter Branch* of the *North Staffordshire Railway*, or any Sidings or Works near to, along, or adjoining such Railway, shall submit to the Engineer of the Water Company Plans and Sections showing the Manner in which the said proposed Railway, Sidings, and Works are to be executed, and such Railway, Sidings, and Works, where they interfere with or affect the said Conduits, Mains, and Pipes of the Water Company, shall be constructed to the reasonable Satisfaction of the Engineer for the Time being of the Water Company.

Water Company may repair Accidents to Pipes.

**24.** If at any Time any Accident shall occur to the Conduits, Mains, and Pipes belonging to the Water Company, at or near any Point of Interference as aforesaid, it shall be lawful for the Water Company immediately to repair the said Conduits, Mains, or Pipes: Provided always, that the Water Company shall proceed with and complete such Repair with all practicable Despatch, and shall either before or as soon as practicable after the Commencement of such Repair give Notice thereof to the Company: Provided also, that the Company may, on the Occurrence of any such Accident, repair any Damage

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Damage that may be thereby caused to the said Railway, so far as the same can be repaired without interrupting the Repair of the said Conduits, Mains, or Pipes.

**25.** The Water Company shall not be liable for any Loss or Damage which may happen to the said Railway or Works connected therewith, or to the Rolling Stock used, or to the Passengers or Goods conveyed upon the said Railway, by reason of any Accident which may at any Time happen to the said Conduits, Mains, or Pipes at such Points of Interference as aforesaid, nor for any Loss or Damage to the Company arising from the Stoppage or Loss of Traffic on the said Railway during the Repair of the said Conduits, Mains, or Pipes which may be necessary in consequence of such Accident, unless in any Case such Accident arise from the Negligence or Default of the Water Company or of their Servants or Workmen.

Water Com-  
pany not to  
be liable for  
Damage  
arising from  
Accidents.

**26.** The Company shall be liable to the Water Company for any Damage, direct or consequential, which may arise from Injury to the said Conduits, Mains, or Pipes laid or which may be laid in virtue of Authority to do so in the Construction of the said Railway and Works connected therewith, or by reason of the Traffic conveyed thereon and the working of the same after the said Railway and Works shall have been completed, except so far as such Damage shall arise from some unavoidable Cause and could not have been prevented by the Company.

Company  
liable for  
Damage to  
Pipes.

**27.** Nothing in this Act contained shall prevent the Water Company from constructing or laying from Time to Time, as they think proper, additional Conduits, Mains, or Pipes at such Points of Interference as aforesaid, so far as they are authorized to do so; but the Water Company shall give to the Company Twenty-one Days Notice in Writing before interfering with any of the Works of the Company, and the Water Company shall lay such additional Conduits, Mains, or Pipes with all reasonable Despatch, and so as not to interrupt in any way the Traffic on the said Railway during the laying of such additional Conduits, Mains, or Pipes: Provided that the Works necessary for laying such additional Conduits, Mains, or Pipes by the Water Company at such Points of Interference as aforesaid, and the Works necessary to secure the said Railway and the Traffic thereon from Damage or Interruption as aforesaid, shall be made and completed according to a Plan to be approved of previously to the Commencement of any such Works by the Engineers for the Time being of the Water Company and of the Company respectively, or, in case of Difference between them, then according to a Plan to be approved of previously to the Commencement of any such Works by an Engineer to be appointed by the Board of Trade on the Application of either of the said Parties.

Water Com-  
pany may  
lay addi-  
tional Pipes.

**28.** In

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Company to  
erect Bridge  
for carrying  
Mains, &c.

28. In proceeding to construct the said Railway the Company shall at their own Expense erect in the Land numbered on the deposited Plans 4, in the Parish of *Caverswall*, and for ever hereafter maintain, for the Use of the Water Company and the Duke of *Sutherland*, his Heirs and Assigns, and his or their Lessees and Tenants, a Bridge over the said Railway of a clear Width of Sixteen Feet between the Parapets, for the Purpose of affording Access and conveying the Conduits, Mains, and Pipes to the said Reservoir, and also for the Purpose of affording Access to the Lands of the said Duke severed by the Railway: Provided that until such Bridge shall be completed the Company shall make such temporary Arrangements as shall secure to the Water Company, the said Duke, his Heirs and Assigns, and his or their Lessees and Tenants, free and uninterrupted Communication to the said Reservoir and Lands.

For Protec-  
tion of the  
Paddock  
Pond and  
Feeder.

29. Provided always, that nothing in this Act shall authorize the Company to take or interfere with the Reservoir numbered on the deposited Plans and Books of Reference 81, in the Parish of *Stoke-upon-Trent*, and known as the *Paddock Pond*, or with the Flow of Water into and along the Feeder to such Reservoir, or with the Flow of waste Water therefrom, without the Consent of the Owners, Lessees, and Occupiers thereof; and if the Railway shall be constructed across the said Feeder to that Reservoir, or across the Pipes conveying Water from the said Reservoir to certain Paper Mills situate in the Borough of *Hanley*, and now in the Occupation of Messieurs *Brittan and Son*, the Company shall, at their own Cost, and to the reasonable Satisfaction of the Surveyor of the Owners or Occupiers for the Time being of those Mills, construct and for ever maintain good and sufficient Culverts for carrying the said Feeder and Pipes under the Railway; and the Owners, Lessees, and Occupiers for the Time being of the said Reservoir shall at all Times have full and free Access and Right of Way for themselves and their Agents and Workmen into and along the same Culverts for all Purposes connected with the Repair, Alteration, taking up, laying down, and general Management and Supervision of the said Feeder and Pipes.

Deposit  
Money not  
to be repaid  
until Line  
opened, or  
Half the  
Capital paid  
up and ex-  
pended,  
except on  
Execution of  
Bond, &c.

30. 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 Three thousand four hundred and fifty-one Pounds, being Eight *per Centum* on the Sum of Forty-three thousand one hundred and thirty-four Pounds, the Amount of the Estimate of the Expense of the Railway by this Act authorized, has been deposited by *James Stott, Joseph Hulse, Frederic Bishop, John Hackett Goddard, and William Rigby* (Subscribers to the Undertaking) with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything



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anything contained in the said recited Act, the said Sum so deposited as aforesaid, 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 by this Act limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the 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 that Period shall expire before the Company shall either have opened the Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the 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 Persons 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 so deposited 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 Sum so deposited, if the Company shall not, within the Time limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the 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 Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest or Dividends thereof shall be paid or 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, or the Executors or Administrators of such Survivor, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the

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contrary

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contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

**31.** The Company may demand and take in respect of the Use of the Railways any Tolls not exceeding the following; (that is to say,)

Tolls for  
Passengers  
and Animals.

In respect of Passengers and Animals conveyed on the Railways:

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

Class 1. For any Horse, Mule, Ass, or other Beast of Draught or Burden, *per* Mile not exceeding One Penny Halfpenny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny:

Class 2. For every Ox, Cow, Bull, or Head of Neat Cattle, *per* Mile not exceeding One Penny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny:

Class 3. For every Calf, Pig, Sheep, Lamb, or other small Animal, *per* Mile not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny.

Tolls for  
Goods.

In respect of Goods conveyed on the Railways:

Class 4. For all Coal, Clay, Flints, Cornwall Stones, Stones for building, pitching, or paving, Bricks, Flooring Tiles sent in Bulk, Ironstone, Iron Ore, Pig Iron, and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile not exceeding Three Farthings; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 5. For all Dung, Compost, and all Sorts of Manure, Cinders, Sand, and Lime, *per* Ton *per* Mile not exceeding One Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 6. For all Coke, Culm, Charcoal, Tiles (other than Flooring Tiles sent in Bulk), Slates, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings

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Castings not manufactured into Utensils or other Articles of Merchandise, *per Ton per Mile* not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny :

Class 7. For all Sugar, Grain, Corn, Flour, Meal, Hides, Dyewoods, Earthenware, Timber, Staves and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* not exceeding One Penny Halfpenny ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny :

Class 8. For all Cotton and other Wools, Drugs, manufactured Goods, Fish, and all other Wares, Merchandise, Articles, Matters, or Things, *per Ton per Mile* not exceeding Twopence ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny :

Class 9. 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, *per Mile* not exceeding Fourpence ; and if carried or conveyed on a Truck or Platform belonging to the Company, an additional Sum *per Mile* not exceeding Twopence ; and a further Sum of One Penny *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage so conveyed may weigh.

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

**33.** The following Provisions and Regulations shall apply to the fixing of all Tolls and Charges payable under this Act; (that is to say,) Regulation as to Tolls.

For all Passengers, Animals, or Goods conveyed on the Railways 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 Tolls and Charges on Animals and Goods for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile ; and in respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile :

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

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

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

Tolls for  
small Parcels  
and single  
Articles of  
great  
Weight.

**34.** With respect to small Parcels not exceeding Five hundred Pounds in Weight, and single Articles of great Weight, notwithstanding the Rates prescribed by this Act, the Company may demand and take any Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels on the Railways 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 single Articles of great Weight :

For the Carriage of any 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 altogether (including the Truck or Platform and locomotive Power) Sixpence *per Ton per Mile* :

For the Carriage of any single Article the Weight of which, including the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Maximum  
Rates for  
Passengers.

**35.** The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the Railways, including the Tolls for the Use of the Railways and of Carriages and locomotive Power, and

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and every other Expense incidental to such Conveyance, shall not exceed the following; (that is to say,)

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

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

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

**36.** The maximum Rate of Charge to be made by the Company for the Conveyance of Animals and Goods on the Railways, including the Tolls for the Use of the Railways and for Waggon or Trucks and locomotive Power, and for every other Expense incidental to the Conveyance (except a reasonable Charge for loading and unloading Goods at any terminal Station in respect of such Goods; and for Delivery and Collection and any other Service incidental to the Business or Duty of a Carrier, where such Service is performed by the Company,) shall not exceed the following Sums; (that is to say,)

Maximum  
Charges for  
Goods and  
Animals.

For every Animal in Class 1, not exceeding Fourpence *per* Mile :

For every Animal in Class 2, not exceeding Twopence *per* Mile :

For every Animal in Class 3, not exceeding Three Farthings *per* Mile :

Provided that the Charge for a Waggon capable of containing Six Head of Cattle, or Twenty-five Sheep, when engaged by One Person for that Purpose, shall not exceed Sixpence *per* Mile :

For the Matters in Class 4, not exceeding One Penny Halfpenny *per* Ton *per* Mile ;

For the Matters in Class 5, not exceeding One Penny Farthing *per* Ton *per* Mile ;

For the Matters in Class 6, not exceeding One Penny Halfpenny *per* Ton *per* Mile ;

For the Matters in Class 7, not exceeding Twopence *per* Ton *per* Mile ;

For the Matters in Class 8, not exceeding Threepence *per* Ton *per* Mile ;

For any Carriage in Class 9, not weighing more than One Ton, not exceeding Sixpence *per* Mile ;

And if weighing more than One Ton, not exceeding One Penny Halfpenny *per* Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton.

**37.** Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for

Passengers  
Luggage.

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Third-class Passengers, without any Charge being made for the Carriage thereof.

Terminal  
Station.

**38.** No Station shall be considered a terminal Station in regard to any Goods conveyed on the Railway unless such Goods have been received thereat direct from the Consignor, or are directed to be delivered thereat to the Consignee.

Restrictions  
as to Charges  
not to apply  
to Special  
Trains.

**39.** The Restrictions as to the Charges to be made for Passengers shall not extend to any Special Train run upon the Railway, in respect of which the Company may make such Charges as they think fit, 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.

Company  
may take  
increased  
Charges by  
Agreement.

**40.** Nothing in this Act shall prevent the Company from taking any increased Charges over and above the Charges by this Act limited for the Conveyance of Animals or Goods of any Description by Agreement with the Owners or Persons in charge thereof, either by reason of any special Service performed by the Company in relation thereto, or in respect to the Conveyance of Animals or Goods (other than small Parcels) by Passenger Trains.

North  
Staffordshire  
Railway  
Company to  
maintain and  
work Traffic  
on Railways.

**41.** The *North Staffordshire* Railway Company may and shall, when and so soon as the Railways shall be completed to the Satisfaction of their Engineer, maintain and use the said Railways with and as Part of their System of Railways, and shall carry and convey thereon in their own or other Carriages, propelled by their own Engines, and as cheaply, expeditiously, and conveniently for the Public in every respect, Traffic of every Description as Traffic of the like Description is or may be from Time to Time carried and conveyed under like Circumstances on their own Railways; and the *North Staffordshire* Railway Company may demand and take the several Tolls and Charges by this Act authorized to be demanded and taken for the Use of the said Railways and of Carriages and Engines employed for the Conveyance and propelling of Traffic thereon.

Terms of  
User.

**42.** The *North Staffordshire* Railway Company shall, within Sixty Days after the Thirtieth Day of *June* and after the Thirty-first Day of *December* in each Year, duly account for and pay over to the Company all Tolls, Fares, and Charges received by them for the Use of the said Railways, and of Carriages and Engines employed for the Conveyance and propelling of Traffic and for the Carriage of Traffic thereon, less a Per-centage on such Tolls, Fares, and Charges as and for all Expenses of so maintaining and using the said Railways (including

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(including all Rates, Taxes, and Outgoings payable in respect thereof) which from Time to Time shall be equal to the Per-centage which the like Expenses bear to the like Receipts on the *North Staffordshire* Railway.

43. If and so often as any Question shall arise between the Company and the *North Staffordshire* Railway Company touching the Completion of the said Railways, or the Efficiency or Manner of maintaining and using the said Railways, or the working or conveying Traffic thereon, or the Tolls, Fares, and Charges demanded or taken for or in respect thereof, or the accounting for and paying over the same, or the Per-centage for Expenses to be deducted therefrom, or any other Matter necessary or proper to give full and just Effect to the foregoing Provisions, the same shall be settled by Arbitration in the Manner prescribed by "The Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be, if not agreed on, appointed by the Board of Trade.

Differences to be settled by Arbitration as prescribed by 22 & 23 Vict. c. 59.

44. The Railways of the Company and of the *North Staffordshire* Railway Company shall for the Purposes of Tolls and Charges be considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railways and partly on the Railways of the *North Staffordshire* Railway Company for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and in respect of Passengers, for every 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 shall be made for the Conveyance of Passengers, Animals, or Goods partly on the Railways and partly on the Railways of the *North Staffordshire* Railway Company.

Regulating Tolls for short Distances.

45. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company 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 or Dividend not to be paid on Calls paid up.

46. The Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum which, by any Standing Order of either House of Parliament now or hereafter in

force, Deposit for future Bills not to be paid out of Company's Capital.

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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 to execute any other Work or Undertaking.

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

47. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized from the Provisions of any General Act relating to Railways, or the better or more important 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 authorized by this Act.

Expenses of Act.

48. 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 Company.

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