



CHAPTER ccxvi.

An Act to make further provisions with respect to the subscription by the North Staffordshire Railway Company to the funds of the Cheadle Railway Mineral and Land Company Limited to confirm certain agreements between those Companies to change the name of the Company and for other purposes.

A.D. 1896.

[7th August 1896.]

WHEREAS the Cheadle Railway Mineral and Land Company Limited (in this Act called the Company) were incorporated on the eighteenth day of August one thousand eight hundred and eighty-seven under the Companies Acts 1862 to 1886 with a capital of two hundred and fifty thousand pounds :

And whereas one of the objects of the Company set forth in their memorandum of association was to construct and work a railway intended to be made from the town of Cheadle in the county of Stafford to or near the Cresswell Station of the North Staffordshire Railway Company (in this Act called the North Staffordshire Company) :

And whereas in the session of 1888 the Company obtained an Act intituled the Cheadle Railway Mineral and Land Company Limited Act 1888 (in this Act called the Act of 1888) authorising them to construct the intended railway in the lines and situation therein mentioned or referred to :

And whereas by the Cheadle Railway Mineral and Land Company Limited Act 1893 the time for completion of the said railway was extended to the seventh day of August one thousand eight hundred and ninety-six :

And whereas under the North Staffordshire Railway Act 1895 the North Staffordshire Company have power to subscribe to the funds of the Company and to appoint directors of the Company and it is expedient to make further provisions in that behalf :

And whereas the agreements dated respectively the twenty-third and the twenty-fourth days of August one thousand eight hundred

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And whereas it is expedient to alter the name of the Company :

And whereas the objects of this Act cannot be attained 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 as the *Cheadle Railway Company Limited Act 1896*.

Power of North Staffordshire Company to subscribe. 2. The North Staffordshire Company may (as part of the sum of ten thousand pounds which they are already authorised to subscribe) with the authority of three-fourths of the votes of their shareholders present in person or by proxy at a general meeting of the North Staffordshire Company specially convened for the purpose from time to time subscribe any sums which they think fit towards the debentures or debenture stock of the Company not exceeding in the whole five thousand pounds and the North Staffordshire Company may with the like authority contribute and apply in or towards payment of the said subscription any moneys which they are already authorised to raise and which may not be required by them for the purposes of their undertaking and the North Staffordshire Company shall in respect of the sums to be subscribed and the corresponding debentures or debenture stock in the Company to be held by them have all the powers rights and privileges and be subject to all the obligations and liabilities of holders of debentures or debenture stock in the Company.

Power of North Staffordshire Company to appoint an additional director of the Company. 3. The North Staffordshire Company may at any time after they shall have subscribed and paid to the Company not less than two thousand five hundred pounds appoint such person as they may choose to be a director of the Company in addition to the directors appointed by the Company and no other qualification than being appointed by the North Staffordshire Company shall be requisite and the person from time to time appointed by them shall accordingly be a director of the Company but shall not retire from office by rotation like the ordinary directors of the Company The North Staffordshire Company may at pleasure revoke any such appointment and every appointment and revocation of a director under this

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section shall be testified in writing under the hand of the secretary of the North Staffordshire Company and shall be delivered to the directors of the Company.

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The power to appoint a director conferred by this section shall however cease and any director so appointed shall vacate his office if the North Staffordshire Company shall at any time cease to hold two thousand five hundred pounds debentures or debenture stock of the Company at least.

4. The agreement of the twenty-third day of August one thousand eight hundred and ninety-three set out in the schedule to this Act except as expressly varied by the provisions of the agreement of the twenty-fourth day of August one thousand eight hundred and ninety-three set out in the same schedule and the said agreement of the twenty-fourth day of August one thousand eight hundred and ninety-three are hereby confirmed and made binding upon the Company and the North Staffordshire Company.

Confirmation of working agreements between the Company and the North Staffordshire Company.

5. Subject to the provisions of Part IV. of the Companies Clauses Act 1863 which provisions are hereby incorporated with this Act the name of the Company shall be the Cheadle Railway Company Limited and the said provisions shall apply notwithstanding that the Company was incorporated under the Companies Acts 1862 to 1886 and not by special Act as in the Companies Clauses Act 1863 provided.

Change of name of Company.

6. Nothing in this Act contained shall exempt the Company or their railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Provision as to general Acts.

7. The Company shall forthwith after the passing of this Act give notice thereof to the registrar of joint stock companies and shall within three months after the passing of this Act forward a printed copy thereof to him and it shall be recorded by him and if such copy is not so forwarded within three months from the passing of this Act the Company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which such copy is omitted to be forwarded and every director and manager of the Company who knowingly and wilfully authorises or permits such default shall incur the like penalty and every penalty under this section shall be recoverable summarily.

Deposit of copy of Act with registrar.

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—
Copy of the
Act to be
supplied to
members on
request.

8. To every copy of the memorandum and articles of association of the Company supplied after the passing of this Act to any member under the provisions of section 19 of the Companies Act 1862 there shall be annexed a copy of this Act which for the purposes of that section shall be treated as part of the memorandum and articles of association of the Company.

Saving for
Postmaster-
General.

9. Nothing in this Act or the Act of 1888 or in the agreements set out in the schedule to this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the North Staffordshire Company.

As to trans-
mission of
telegraphic
messages.

10. Nothing in this Act or the Act of 1888 relating to the working of the railways or undertaking of the Company or any part thereof by the North Staffordshire Company shall extend to impose upon the Postmaster-General the obligation of transmitting under the provisions of the Telegraph Act 1878 or any agreement made in pursuance thereof between the Postmaster-General and the North Staffordshire Company any larger number of telegraphic messages of that Company free of charge than the Postmaster-General would have been bound to transmit had such working not been authorised.

Costs of Act.

11. All costs charges and expenses of and incident to preparing applying for obtaining and passing this Act shall be paid by the Company.

SCHEDULE.

A.D. 1896.

AN AGREEMENT made the 23rd day of August 1893 between the
CHEADLE RAILWAY MINERAL AND LAND COMPANY LIMITED (herein-
after called "the Cheadle Company") of the one part and the
NORTH STAFFORDSHIRE RAILWAY COMPANY (herein-after called
"the North Stafford Company") of the other part.

Whereas by the Cheadle Railway Act 1888 the Cheadle Company were
subject to the provisions of that Act authorised to make and maintain in the
line and according to the levels shown on the deposited plans and sections with
all proper stations sidings approaches works and conveniences connected there-
with a railway 3 miles 7 furlongs and 4 chains in length commencing in the
parish of Draycott in the Moors by a junction with the North Stafford Company's
Railway at or near their Cresswell Station and terminating in the parish of
Cheadle in a field No. 942 on the 1-2500 Ordnance map of the said parish of
Cheadle (which said railway and all works and conveniences constructed by the
Cheadle Company connected therewith are herein-after included in the words
"the railway"):

And whereas by section 22 of the above-recited Act the Cheadle Company on
the one hand and the North Stafford Company on the other hand have power
to enter into a working agreement:

And whereas the railway and certain of the works authorised and required to
be made and done by the said Act have been completed to the satisfaction of the
engineer of the North Stafford Company and have been temporarily passed by the
inspecting officer appointed by the Board of Trade as being fit to be opened and
used for public traffic And whereas the convenience of the public and the interests
of the Companies parties hereto would be promoted if the railway were worked in
connexion with the North Stafford Company's system and the North Stafford
Company have upon the terms herein-after contained agreed so to work it and it
has been agreed that this agreement shall be entered into Now therefore these
presents witness and it is hereby mutually covenanted and agreed by and
between the Companies parties hereto as follows:—

1. The junction between the railway and the railway of the North Stafford
Company authorised by the recited Act shall be hereafter maintained subject to
the terms as to such further works as may hereafter be required by the Board
of Trade as herein-after contained and worked during the continuance of this
agreement by the North Stafford Company at the expense of the Cheadle
Company in all respects.

2. When and so soon as the Board of Trade shall require further works at
Cresswell Station or at the junction of the Cheadle Company's line with the
North Stafford Company's railway such works shall be constructed and there-
after maintained by the North Stafford Company at the expense of the Cheadle
Company in all respects and the Cheadle Company shall prior to the commence-
ment of such works pay to the North Stafford Company such a sum of money

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3. In consideration of and as one of the conditions of such privilege the North Stafford Company will in the exercise of such running powers carry over the railway for the Cheadle Company not only the traffic goods as well as passengers brought upon or passing from the railway of the North Stafford Company from or to any station on the railway but also the traffic arising and terminating on the railway and will carry all such traffic with due care regularity and expedition and in all respects encourage such traffic as if the same were their own proper traffic upon one of their own branch lines and the railway were part of their own system and from the date of this agreement the Cheadle Company shall not themselves exercise or grant to any company or person any right or privilege over or upon the railway inconsistent with or which may directly or indirectly impede or interfere with the use and enjoyment by the North Stafford Company of any of the rights powers and privileges intended to be secured to them by this agreement.

4. The North Stafford Company in order to exercise such powers as are herein-before conferred upon them will provide one engine one van one composite carriage consisting of first and second-class compartments and one third-class carriage and all necessary fuel and the requisite staff of engine drivers stokers and guards for the due and proper carrying of the traffic of all kinds over the railway and when and as required for the purposes of any such traffic will also provide one extra composite or third-class carriage one horse box one carriage truck and twelve goods trucks

5. The North Stafford Company will until it shall be otherwise agreed or determined by arbitration run over the railway five trains each way daily (Sundays Christmas Day and Good Friday excepted) viz. four passenger and

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one goods and mineral trains at such hours as shall be reasonably convenient for the accommodation of the traffic and in the event of the directors of the Cheadle Company objecting to the times at which any such trains may be run or requiring any increased number of trains to be run the question of the times and of increased number and of the increased payment to be made to the North Stafford Company shall be agreed between the two Companies parties hereto or determined by arbitration in the manner herein-after provided Provided always that in any arbitration as to the increased payment to be made to the North Stafford Company that Company shall always be entitled to receive the minimum sum of 1,240*l.* per annum in respect of the service of five trains each way but the amount which for the purposes of ascertaining what additional sum the North Stafford Company are to receive in respect of additional trains the arbitrator shall be entitled to consider as the cost of the train service under this agreement shall be the sum of 1,090*l.* the sum of 150*l.* being a fixed sum in respect of the services other than the train service to be rendered by the North Stafford Company under this agreement and to be paid to them in addition to the said sum of 1,090*l.* and other additional sum that may be awarded in respect of additional trains Any excursion or special trains which it may be necessary or desirable to run from time to time to meet the requirements of the traffic shall be paid for at the rate of 2*s.* per train mile and the running of such trains shall be at the discretion of the traffic manager of the North Stafford Company for the time being.

6. The directors of the Cheadle Company shall fix the rates and fares for the local traffic on the railway and the directors of the North Stafford Company shall fix the rates and fares for the through traffic but in respect of through coal traffic arising on the Cheadle Railway the Cheadle Company may name the minimum gross amount per ton which they will accept as their proportion of any through rate and the North Stafford Company shall add such amount to their rate from Cresswell Station provided that after such amount is once fixed the Cheadle Company shall not increase the same without giving to the North Stafford Company at least six months' notice in writing of their intention to do so and further provided that in no case shall such minimum amount be in excess of the rate which under the provisions of the North Staffordshire Railway Rates and Charges Order Confirmation Act (55 & 56 Vict. c. 55) the Cheadle Company may lawfully charge and further provided that such amount shall in all respects be subject to the provisions of the Railway and Canal Traffic Act 1888 and of any Act or future Act of Parliament amending the same and to any order made by the Railway Commissioners under the powers thereof.

7. The Cheadle Company shall at their own expense keep and maintain the railway in an efficient state of repair to the reasonable satisfaction of the engineer for the time being of the North Stafford Company for the exercise by the North Stafford Company of the running powers hereby granted to that Company and they shall also provide at their own expense except at Cresswell where they shall be provided by the North Stafford Company as herein-after provided the necessary station masters clerks porters signalmen and other staff required for the conduct of the traffic on the railway and all stores stationery tickets materials and appliances necessary for the efficient maintenance and working of the railway.

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8. When and so soon as the net divisible profits of the Cheadle Company amount to such a sum as would be sufficient to pay a dividend at the rate of 3% per cent. per annum upon the whole of the then share capital of the Cheadle Company the Cheadle Company shall further pay the North Stafford Company for the use of their station at Cresswell and for any services performed by the North Stafford Company in respect of the traffic of the Cheadle Company there the fixed sum of 100% per annum the Cresswell Station when and so long as such rent or the rent which may become payable under clause 10 hereof is payable being considered for the purposes of traffic arising or terminating at that station and passing only over the Cheadle Railway a station upon that railway.

9. In the event of the Cheadle Company failing to perform the obligations undertaken by them or of the gross receipts proving insufficient in any one month to recoup to the North Stafford Company the sums retainable by them under this agreement it shall be in the option of the North Stafford Company either to determine this agreement by giving to the Cheadle Company seven days notice in writing to that effect or from time to time at the expense of the Cheadle Company to do and perform any matter in which the Cheadle Company make default with liberty if the North Stafford Company so think fit to deduct any expense so incurred from any moneys coming to the Cheadle Company under this agreement but the fact of the North Stafford Company at any time or from time to time doing any matter hereby undertaken to be performed by the Cheadle Company shall not prejudice the right of the North Stafford Company to determine this agreement in the event of any further default by the Cheadle Company or on the failure of the Cheadle Company to repay to the North Stafford Company any expense then already incurred by or debts due to the North Stafford Company under this agreement.

10. In the event of this agreement being determined under the provisions of the last preceding article hereof the Cheadle Company shall be entitled to run into and use the Cresswell Station of the North Stafford Company on payment of such rent and upon and subject to such terms and conditions as may be agreed or failing agreement settled by arbitration provided that the minimum sum payable to the North Stafford Company for such use shall be the annual sum of 100% payable quarterly in advance.

11. The gross receipts in respect of the railway from tolls rates and charges in respect of traffic of all kinds as well local as through on or over the railway or any part thereof shall (until otherwise agreed or determined by arbitration upon any increased number of trains being run over the railway) be apportioned as follows viz. :—

The North Stafford Company shall be entitled to retain out of the gross receipts the said sum of 1,240% herein-before agreed to be paid in each year or such further sum as may be agreed or as the arbitrator may award as provided in clause 5 for conveying in their carriages and waggons over the railway the traffic of the Cheadle Company and the residue or balance shall be paid over to the Cheadle Company by the North Stafford Company ;

The gross receipts in this clause referred to shall comprise (A) the gross tolls fares rates and charges including all clearing house terminals received in

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respect of local traffic arising or terminating on the railway or such section thereof as may from time to time be completed and opened for traffic inclusive of all local receipts at cloak rooms and for advertisements and rents of book stalls or refreshment rooms and other sources of revenue arising on the railway and (B) the rateable due mileage proportion (after deducting the usual Railway Clearing House terminals Government duty paid on and moneys received or receivable for the collection cartage or delivery of traffic) of all the tolls fares rates and charges in respect of all through traffic which is carried upon or over the railway of the Cheadle Company or any such section thereof or any portion thereof and also upon or over any other railway (C) the ordinary Railway Clearing House terminals on through traffic arising or terminating at stations on the Cheadle Company's railway.

12. Proper and regular books of account such as are usually kept by the North Stafford Company in relation to their traffic and to their receipts or proportion of receipts shall at all times be kept by the North Stafford Company of and in relation to the traffic carried upon the railway and to the gross receipts for the same and shall be at all reasonable times open to the duly authorised officers of the Cheadle Company to examine and take copies thereof.

13. The apportionment of receipts from through traffic passing over the railway and over the railway of the North Stafford Company shall be in accordance with the rules of the Railway Clearing House but the Cheadle Company shall in respect of coal traffic arising on their railway be credited with their fixed minimum amount as provided in clause 6 hereof.

14. The North Stafford Company will within thirty days after the last day of every month in the year transmit to the Cheadle Company such an abstract or summary of the accounts for the then preceding month as shall be necessary for the purpose of showing the amount payable by the North Stafford Company to the Cheadle Company or by the Cheadle Company to the North Stafford Company in respect of such month and the accounts shall be adjusted and agreed every month and the amount found due to either of the Companies parties hereto shall be paid over to that Company within ten days after the accounts shall have been so adjusted and agreed.

15. If the Cheadle Company shall be desirous of selling their railway they shall give the North Stafford Company one month's notice in writing of their intention so to do and if the North Stafford Company shall at any time during the said month give notice in writing to the Cheadle Company of their desire so to do they shall have the right of purchasing the railway and all the works and conveniences constructed by the Cheadle Company in connexion therewith for a sum to be agreed on or settled by arbitration.

16. This agreement shall subject to the provision for prior determination herein contained be in perpetuity.

17. If at any time during the continuance of this agreement any question or dispute shall arise between the Companies parties hereto as to the construction or effect of this agreement or as to any matter or thing done or to be done in relation to this agreement or for giving effect thereto or in any way arising thereout the same shall as and when it arises be referred to and be determined

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A.D. 1896. by arbitration in the manner provided by the Railway Companies Arbitration Act 1859.

In witness whereof the Cheadle Company and the North Stafford Company have caused their respective common seals to be hereunto affixed the day and year first before written.

The common seal of the Cheadle Railway Mineral and Land Company Limited was hereunto affixed in the presence of



CHAS. T. D. CREWS
W. CAPEL SLAUGHTER } Directors.
H. M. RUMBALL Hon. Secretary.

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



PERCY MORRIS
Secretary.

AN AGREEMENT made the 24th day of August 1893 subsidiary to and to be read with and as a part of an Agreement dated the 23rd day of August 1893 (herein-after called "the Principal Agreement") between the CHEADLE RAILWAY MINERAL AND LAND COMPANY LIMITED (herein-after called "the Cheadle Company") of the one part and the NORTH STAFFORDSHIRE RAILWAY COMPANY (herein-after called "the North Stafford Company") of the other part. A.D. 1896.

Whereas the Cheadle Company have completed the first section of the line between Cresswell and Totmonslow and the same is now being worked by the North Stafford Company And the Cheadle Company are in course of completing the second section of the line between Totmonslow and Draycott Colliery And whereas until the completion of the line of railway in conformity with the principal agreement the North Stafford Company have agreed to work such first section And also the said second section when completed to the reasonable satisfaction of the engineer for the time being of the North Stafford Company appointed for the purpose upon the terms of the principal agreement except so far as the same may be varied by the terms herein-after mentioned and subject also to the proviso for determining this agreement as herein-after contained Now these presents witness and it is hereby agreed as follows:—

1. Until the opening of the whole line of the Cheadle Railway between Cheadle and Cresswell the parties hereto agree with each other as follows viz. :—

(A) Clause 5 of the principal agreement shall read as if four trains were therein inserted in lieu of five and three passenger and one goods and mineral trains in lieu of four passenger and one goods and mineral trains and the times of running of such trains shall be in the absolute discretion of the North Stafford Company :

(B) In lieu of the payments stipulated to be made by the principal agreement the North Stafford Company shall be paid by the Cheadle Company the sum of 1s. 3d. per train mile on all trains run for conveying in their carriages and waggons over the railway the traffic of the Cheadle Company and shall be entitled to retain such sum out of the gross receipts as defined in clause 11 of the principal agreement and the residue or balance if any shall be paid over to the Cheadle Company by the North Stafford Company If such receipts shall be found insufficient the provisions of clause 9 of the principal agreement shall become applicable.

2. In the event of the said railway not being completed to the reasonable satisfaction of the engineer of the North Stafford Company appointed for the purpose and passed by the inspecting officer of the Board of Trade as being in all respects fit to be opened and used for public traffic within three years from the date hereof the North Stafford Company may determine this agreement by giving three calendar months notice in writing to that effect to the Cheadle Company or by sending such notice by registered post letter to the Cheadle Company at their principal office.

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3. Except as herein expressly varied the provisions of the said agreement dated the 23rd day of August 1893 are incorporated with this agreement.

In witness whereof the Cheadle Company and the North Stafford Company have caused their respective common seals to be hereunto affixed the day and year first above written,

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



PERCY MORRIS

Secretary.

The common seal of the Cheadle Railway Mineral and Land Company Limited was hereunto affixed in the presence of



CHAS. T. D. CREWS }
W. CAPEL SLAUGHTER } Directors.
H. M. RUMBALL Hon. Secretary.

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