ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cxviii.

An Act for vesting, by way of Lease in perpetuity, the *Newcastle-under Lyme* Canal, and the Canal Extension Railway belonging thereto, in the *North Staffordshire* Railway Company; and for other Purposes. [23d *June* 1864.]

WHEREAS by the Act 35 *George* the Third, Chapter 87, intituled *An Act for making and maintaining a navigable Canal from and out of the Navigation from the* Trent *to the* Mersey *at or near* Stoke-upon-Trent *in the County of* Stafford *to the Town of* Newcastle-under-Lyme *in the said County,* (in this Act called the "Canal Act,") a Company was incorporated by the Name of "The *Newcastle-under-Lyme* Canal Company" (in this Act called the "Canal Company"), and were thereby authorized to make and maintain a Canal to be called the "*Newcastle-under-Lyme* Canal" (in this Act called "the Canal") for the Navigation of Boats, Barges, and other Vessels from and out of the Navigation from the *Trent* to the *Mersey* at or near *Stoke-upon-Trent* in the County of *Stafford* to the Town of *Newcastle-under-Lyme* in the said County, and for the Purposes of the said Act the Canal Company were authorized to raise by the Creation of Shares a Capital of Seven thousand Pounds, and also by the Creation of Shares or by borrowing

35 G. 3. c. 87.

a further Capital of Three thousand Pounds: And whereas the Capital of Ten thousand Pounds authorized by the said Act proving insufficient for the Purposes of the Canal Company they raised the Sum of Ten thousand two hundred Pounds by the Creation of Shares, and they borrowed by way of Mortgage various Sums of Money, of which the Sum of Two thousand and one Pounds Eighteen Shillings and Ninepence now remains due and owing by the Canal Company to the Persons who lent the same or to their Representatives: And

22 & 23 Vict. c. cxiv.

whereas by "The *Silverdale and Newcastle* Railway Act, 1859," (in this Act called "the *Silverdale* Act,") the Undertakers therein named were authorized to maintain the Railway therein called "the *Silverdale and Newcastle* Railway" (in this Act called the "*Silverdale* Railway"), commencing at the *Silverdale* Ironworks in the Parish of *Keele*, and terminating in the Parish of *Newcastle-under-Lyme* on the North Side of the Turnpike Road called the *Pool Dam*: And whereas by the *Silverdale* Act, after reciting that the Terminus of the *Silverdale* Railway at the Road called the *Pool Dam*, being near the Head of the Canal, the Canal Company for the Purpose of facilitating the Passage of Traffic to and from the said Canal from and to the said Railway had constructed an Extension Line of Railway (therein and in this Act called the "Canal Extension Railway") from the Head of the Canal at *Newcastle-under-Lyme* to and terminating by a Junction with the Rails of the *Silverdale* Railway on the North Side of the said Road called the *Pool Dam*, and that by means of the *Silverdale* Railway and the Canal Extension Railway the Town of *Newcastle-under-Lyme* was supplied with Coal, and Iron and Ironstone were conveyed to and from the Canal, and also reciting that it would be advantageous to the Public if the Undertakers and the Canal Company were authorized to enter into and carry out Arrangements for the Use by the Undertakers of the said Canal Extension Railway, it was enacted, that it should be lawful for the Undertakers and the Canal Company to enter into and carry out such Agreements as they might think fit for the Use by the Undertakers of the Canal Extension Railway, and for the Passage of Carriages, Trucks, and Waggons, by Horse Haulage only, over or along the Canal Extension Railway, and for the Use of the Stations, Warehouses, and Works connected therewith; and it was also enacted, that it should be lawful for the Undertakers after any such Agreement to carry Minerals, Goods, Animals, and other Traffic on the Canal Extension Railway, and to charge in respect thereof any Tolls, Rates, and Duties not exceeding the Tolls, Rates, and Duties by that Act authorized in respect of similar Passengers, Minerals, Goods, Animals, and other Traffic on

23 & 24 Vict. c. xlii.

the *Silverdale* Railway: And whereas by "The *North Staffordshire* Railway Act, 1860," the Undertakers of the *Silverdale* Railway were authorized to grant, and the *North Staffordshire* Railway Company (in this Act called the "*North Staffordshire* Company") were authorized to take, a Lease of the *Silverdale* Railway, and under that Act the

Silverdale

Silverdale Railway has been agreed to be leased to the *North Staffordshire* Company for the Term of Nine hundred and ninety-nine Years, and is now being worked by that Company in pursuance of that Agreement: And whereas, in pursuance of the recited Provision of the *Silverdale* Act, the Undertakers of the *Silverdale* Railway have entered into an Agreement with the Canal Company for the Use of the Canal Extension Railway, and Traffic is now carried thereon in pursuance of such Agreement: And whereas the Canal and the Canal Extension Railway being so in connexion with the *Silverdale* Railway and the *Trent and Mersey* Canal, the former of which is leased, and the other of which belongs, to the *North Staffordshire* Company, can be more conveniently worked by that Company than by the Canal Company as a separate Undertaking, and it would be beneficial to the Two Companies and also to the Public if the Canal and the Canal Extension Railway were placed under the same Management as the Railways and Canals of the *North Staffordshire* Company, and for that Purpose the Canal Company have agreed, subject to the Approval of Parliament, to grant, and the *North Staffordshire* Company to accept, such Lease of the Canal and the Canal Extension Railway at such Rent and subject to such Conditions and Stipulations as are in this Act contained: And whereas it is expedient that the additional Share Capital of the Canal Company should be legalized, and that some of the Provisions of the Canal Act should be amended and extended, and further Powers vested in the Canal Company, and also in the *North Staffordshire* Company, in reference to the Canal Undertaking: And whereas the before-mentioned Purposes cannot be accomplished 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Newcastle-under-Lyme* Canal (Lease) Act, 1864."

Interpretation of Terms.

2. In this Act the Expression "the Canal Undertaking" means the *Newcastle-under-Lyme* Canal, and the Wharfs, Stations, Works, and Conveniences connected therewith, and includes the Canal Extension Railway, and all the Estate and Interest of the Canal Company in and Powers over that Railway, and the Lands and Property held by the Canal Company for the Purposes thereof; the Expression "the Canal Company" means the *Newcastle-under-Lyme* Canal Company; the Expression "the Undertakers" means the Undertakers of the *Silverdale and Newcastle* Railway; the Expression "the *Silverdale* Railway" means the *Silverdale and Newcastle* Railway; the Expression "the *North Staffordshire* Company" means the *North Staffordshire* Railway Company, unless in any of the Cases aforesaid

aforesaid there be something in the Subject or Context repugnant to such Construction.

Canal to be leased in perpetuity to North Staffordshire Railway Company.

3. The Canal Undertaking shall as from the First Day of *July* One thousand eight hundred and sixty-three be vested by way of Lease for ever in the *North Staffordshire* Company upon the Terms herein-after mentioned, and that Company shall be entitled to the free Use of the Canal Undertaking, and all the Rights, Powers, and Privileges granted to, and which can be exercised and enjoyed by, the Canal Company, or the Directors or Committee of Management thereof, or their Officers, Agents, or Servants, by virtue of the Canal Act or the *Silverdale* Act, or otherwise howsoever, with regard to the Possession, Enjoyment, and Management of the Canal Undertaking, and the Canal Undertaking and the Tolls and Charges in respect thereof shall be vested in and be exercised and enjoyed by the *North Staffordshire* Company, their Officers and Servants, but subject always to the same Regulations and Restrictions as are imposed upon the Canal Company, their Directors, Committee of Management, Officers, and Servants, by the Canal Act and *Silverdale* Act respectively, either in reference to the Canal or to the Canal Extension Railway now forming Part of the Canal Undertaking, but subject nevertheless to the Rights and Interests of the Undertakers of the *Silverdale* Railway, or any of them, in or in reference to the Canal Extension Railway.

Company to maintain Canal in good working Order.

4. The *North Staffordshire* Company shall for ever hereafter uphold and maintain the Canal Undertaking in good and efficient Repair and working Condition, and shall as from the First Day of *July* One thousand eight hundred and sixty-three, and for ever thereafter, pay and discharge all Ground Rents and other Rents payable by the Canal Company in respect of Property or the Possession of Land for the Purposes of the Canal Undertaking which are specified in the Schedule to this Act, and shall also pay and discharge all Rates, Taxes, and Outgoings of every Description, including Tithe Commutation Rentcharge, which have been since the First Day of *July* One thousand eight hundred and sixty-three or may hereafter be payable in respect of the Canal Undertaking, or the Property of the Canal Company, or the Rent payable by the *North Staffordshire* Company in respect thereof (except Income or Property Tax on such Rent); and the *North Staffordshire* Company shall also as from the said First Day of *July* One thousand eight hundred and sixty-three, and for ever thereafter, perform all the Duties and Obligations imposed upon or which the Canal Company at the Commencement of such Lease were, are, or at any Time hereafter may, under the Provisions of the Canal Act or otherwise by Law, become subject to with respect to the Canal Undertaking, or any Lands taken or used by them for the Purposes thereof, or any adjoining Lands, or any Works connected with such Canal or Lands.

5. Subject

North Staffordshire Company to pay off Mortgage Debt and Interest, and to pay to Canal Company a yearly Rent of 520*l.*

5. Subject to the Provisions herein-after contained, the *North Staffordshire* Company shall pay the whole of the said Mortgage Debt of Two thousand and one Pounds Eighteen Shillings and Ninepence, and the Interest due and to accrue due thereon from the First Day of *July* One thousand eight hundred and sixty-three, and shall indemnify the Canal Company from all Claims and Demands in respect of such Mortgage Debt and Interest, and shall also pay to the Canal Company the yearly Rent of Five hundred and twenty Pounds, and such Rent shall be paid clear of all Deductions whatsoever (except Income or Property Tax) by equal half-yearly Payments upon the First Day of *January* and the First Day of *July* in every Year for the Half Year immediately preceding, ending the Thirty-first Day of *December* and the Thirtieth Day of *June* respectively.

Security for Payment of Rent to Canal Company.

6. The said Rent shall be in the Nature of a Rentcharge, and shall be leviable and recoverable as such out of the Tolls and Revenues of the Canal Undertaking, and in the event of a Deficiency it shall also be a Charge upon the Undertaking of the *North Staffordshire* Company, and the Revenues thereof, and shall have a Preference or Priority over all Dividends on ordinary Shares or Stock payable to the Shareholders of the *North Staffordshire* Company, and also over any Preference Shares or Stock hereafter to be created, but the said Rent shall not prejudice or affect any of the existing or subsequent Mortgages or Bonds, or any existing Preference Shares or Stock, of the *North Staffordshire* Company.

Rent in arrear to bear Interest.

7. If and whenever any half-yearly Payment of the Rent by this Act made payable by the *North Staffordshire* Company to the Canal Company, or any Part thereof, shall be in arrear or unpaid for Twenty-one Days after the Day or Time herein-before appointed for Payment thereof, then the Sum so from Time to Time in arrear and unpaid shall bear Interest at the Rate of Five Pounds *per Centum per Annum* from the Day on which it became due until Payment thereof.

Certain Provisions of 8 & 9 Vict. c. 16. as to Recovery of Interest, &c. to apply to the Recovery of Rent, &c.

8. The Powers and Provisions contained in Sections 53 and 54 of "The Companies Clauses Consolidation Act, 1845," with respect to the Recovery of Interest or of Arrears of Interest due on Mortgages or Bonds, and to the Appointment of a Receiver, shall be applicable, so far as may be, to the Recovery of any half-yearly Payment or Payments of the before-mentioned Rent, and of any Interest for Nonpayment thereof, and it shall be lawful for the Canal Company to enforce the Payment of such Rent and Interest (and of any subsequent Payments of such Rent which may become due during such Appointment) by the Appointment of a Receiver to receive the Tolls

and Revenue by this Act charged with the Payment of such Rent, and for the Purposes of either of those Sections the Amount of One half-yearly Payment of such Rent shall be the prescribed Amount.

Actions not to abate, &c.

9. Notwithstanding such Lease, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Canal Company before the passing of this Act shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect both in favour of and against the Canal Company in the same Manner to all Intents as if this Act were not passed.

Debts to Company to be paid to them and Liabilities settled.

10. Notwithstanding such Lease, and except only as is by this Act otherwise expressly provided, all Persons who immediately before the First Day of *July* One thousand eight hundred and sixty-three owed any Money to the Canal Company, or to any Person on their Behalf, shall pay the same, with all the Interest (if any) due and payable or accruing for the same, to the Canal Company; and all Persons who on and since the First Day of *July* One thousand eight hundred and sixty-three have become indebted to the Canal Company in respect of their said Canal Undertaking shall pay the same, with all Interest due or to become due thereon, to the *North Staffordshire* Company; and all Monies which on the First Day of *July* One thousand eight hundred and sixty-three were owing by or recoverable from the Canal Company, or for the Payment or Satisfaction of which they were or but for this Act would be liable (except the said Mortgage Debts of Two thousand and one Pounds Eighteen Shillings and Ninepence), shall be paid and satisfied, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Canal Company: Provided always, that the *North Staffordshire* Company shall repay to the Canal Company any Monies paid by them under this Enactment in respect of any Matters arising on or since the First Day of *July* One thousand eight hundred and sixty-three for which the *North Staffordshire* Company are by this Act liable.

As to Byelaws of Company.

11. After the passing of this Act the *North Staffordshire* Company shall have the same Power of making Byelaws relating to the Canal as the Canal Company are now themselves possessed of, but, notwithstanding such Lease, all Byelaws of the Canal Company relating to their Canal and Works, and made before the passing of this Act, shall, for the Purposes of this Act, continue of full Force during Six Months, or until repealed or altered by the *North Staffordshire* Company under this Act, which shall first happen; and all Proceedings on such Byelaws commenced by the Canal Company before the passing of this Act may be continued, and all Penalties for Breach of such Byelaws

Byelaws incurred previous to the passing of this Act, recoverable in such Proceedings, may be recovered, by the Canal Company.

Excess of Share Capital under 35 G. 3. c. 87. legalized.

12. The additional Share Capital of Two hundred Pounds, divided into Four Shares of Fifty Pounds each, created and issued by the Canal Company in excess of the Capital authorized by the Canal Act, shall be as valid and binding on the Canal Company and the Proprietors of Shares therein, and shall confer upon the Proprietors of those additional Shares the same Right to Dividend and of voting in respect thereof, as if the Creation and Issue of those Shares had been authorized by the Canal Act; and the Share Capital of the Canal Company shall be and be deemed to be Ten thousand two hundred Pounds, divided into Two hundred and four Shares of Fifty Pounds each, and the Proprietors of those Shares shall be the Proprietors of the Company in the same Manner in all respects as if the said Capital of Ten thousand two hundred Pounds had been authorized by the Canal Act.

The Canal Company to indemnify the North Staffordshire Company from Claims to be borne by Canal Company.

13. The Canal Company shall indemnify and keep harmless the *North Staffordshire* Company from and against all Debts and Sums of Money owing by the Canal Company on the First Day of *July* One thousand eight hundred and sixty-three, except as aforesaid, and from all Actions, Suits, Claims, or Demands affecting the Company or their Undertaking in respect thereof, or whereby the Canal Company or their Undertaking, or the Property and Effects of the Canal Company, may become subject to any Payment, or to any legal Proceeding for enforcing or recovering any such Debts or Sums of Money; and if at any Time the *North Staffordshire* Company shall be compelled to pay or satisfy and shall pay or satisfy any of such Debts or Sums of Money in order to protect the said Undertaking, or the said Property or Effects, it shall be lawful for the last-named Company in each and every such Case to retain and deduct from and out of the Rent so payable by them as aforesaid such Sum or Sums as may have been so paid by them, and all Costs, Charges, and Expenses which they may have incurred or been put to in respect thereof.

Indemnity to Canal Company.

14. The *North Staffordshire* Company shall indemnify and keep harmless the Canal Company from and against all Actions, Suits, Claims, and Demands whatsoever in respect of any Act, Matter, or Thing relating to the Canal Undertaking which has arisen or may arise since the said First Day of *July* One thousand eight hundred and sixty-three.

Powers to North Staffordshire

15. It shall be lawful for the *North Staffordshire* Company to apply any Monies which they have raised or are authorized to raise by

Company to apply Funds to Purposes of this Act.

by Mortgage or Bond for any of the Purposes of their Undertakings, and which are not required for those Purposes, to all or any of the Purposes authorized by this Act.

Power to purchase Interest in Lands.

16. And whereas it is expedient that the *North Staffordshire* Company should be enabled to purchase the Freehold of the Lands now held by the Canal Company for limited Interests for the Purposes of the Canal Undertaking, and also to purchase other Lands near or adjoining the Canal or Canal Extension Railway for Wharfage or Station Purposes: Therefore it shall be lawful for the *North Staffordshire* Company to purchase, by Agreement with the Owners thereof, the Freehold Reversion and Inheritance of any of the Lands held by the Canal Company for a Term of Years or other limited Interest, and by this Act vested in the *North Staffordshire* Company, and also by Agreement with the Owners, Lessees, and Occupiers thereof to purchase any other Lands, Houses, and Property for the Purposes of the Canal Undertaking or any Part thereof, not exceeding in the whole Three Acres, and for the Purpose of effecting any such Purchase as aforesaid "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," are incorporated with this Act.

Tolls for Coals, &c. on Canal.

17. After the passing of this Act the maximum Rate of Tolls and Duties which the *North Staffordshire* Company may demand and receive under the Canal Act for the Conveyance and Wharfage of Coal, Limestone, Ironstone, and Iron carried or conveyed upon the whole or any Part of the *Newcastle-under-Lyme* Canal shall not exceed the Rate of Twopence Halfpenny *per* Ton.

As to Deposits for future Bills.

18. It shall not be lawful for the *North Staffordshire* Company, out of any Money by any Act relating to that Company authorized to be raised for the Purpose of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway, or execute any other Work or Undertaking.

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

19. Anything herein contained shall not be deemed or construed to exempt the Canal Undertaking or the Undertaking of the *North Staffordshire* Company from the Provisions of any General Acts relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the

the maximum Rates of Fares or Charges or Rates for small Parcels, if any, authorized by the said recited Act.

Expenses of Act.

20. The Costs, Charges, and Expenses of obtaining and passing this Act, and incidental thereto, shall be defrayed by the Canal Company and the *North Staffordshire* Company in such Shares and Proportions as have been or may be agreed upon between them.

SCHEDULE to which the foregoing Act refers.

GROUND RENTS and other RENTS and YEARLY PAYMENTS for LAND.

	£	s.	d.
Rector of Stoke-upon-Trent - - - - -	12	0	6
Sir Thomas Fletcher Fenton Boughey - - - -	6	15	4
Rector of Whitmore - - - - - -	2	1	9
John Smith, Esq. - - - - - -	1	12	1¾
Duke of Sutherland - - - - - -	7	0	0

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