

ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

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Cap. cxlii.

An Act to extend the Time for the Purchase of Lands and Completion of certain Railways by the *North Staffordshire* Railway Company, and to enable the said Company to widen certain Parts of their Railways, and to confer various Powers upon the Company in reference to their Capital and the Undertakings of other Companies; and for other Purposes.

[15th *July* 1867.]

Recital of Acts relating to the North Staffordshire Railway.

WHEREAS the following Acts relate to the *North Staffordshire* Railway Company (in this Act called "the Company") or their Undertaking; (that is to say,) Ninth and Tenth of *Victoria*, Chapter Eighty-five, "The *North Staffordshire* Railway Act, 1847," (in this Act called "the Act of 1847,") Tenth and Eleventh of *Victoria*, Chapter One hundred and eight, Eleventh and Twelfth of *Victoria*, Chapters Sixty-six and Eighty-three, Thirteenth and Fourteenth of *Victoria*, Chapter Fifty-five, Seventeenth and Eighteenth of *Victoria*, Chapter One hundred and ninety-

four, Twenty-second and Twenty-third of *Victoria*, Chapter One hundred and twenty-six, "The *North Staffordshire* Railway Act, 1859," Twenty-third and Twenty-fourth of *Victoria*, Chapter Forty-two, First of *William* the Fourth, Chapter Fifty-five, "The *North Staffordshire* Railway (Additional Powers) Act, 1863," (in this Act called "the Act of 1863,") "The *North Staffordshire* Railway (Branches) Act, 1864," (in this Act called "the Branches Act, 1864,") "The *North Staffordshire* Railway (New Works) Act, 1864," (in this Act called "the New Works Act, 1864,") "The *North Staffordshire* Railway (*Tunstall* Line) Act, 1864," (in this Act called "the *Tunstall* Line Act, 1864,") and "The *North Staffordshire* Railway (*Potteries* Loop Line) Act, 1865" (in this Act called "the Act of 1865"): And whereas by the New Works Act, 1864, the Company were authorized to make the Railways and Works therein mentioned, including a Railway therein called "Railway No. 7.," from their *Potteries* Line in the Parish of *Wolstanton* to a Point in the Parish of *Burslem* near the Boundary between the Townships of *Burslem* and *Rushton Grange*; and the Time for the compulsory Purchase of Lands was limited by the said Act to Three Years, and for the Completion of the Works thereby authorized to Four Years from the passing of the said Act: And whereas by the *Tunstall* Line Act, 1864, the Company were authorized to make the Railway therein mentioned from the *Potteries* Line in the Parish of *Wolstanton* to a Point in the same Parish at the Turnpike Road leading from *Newcastle-under-Lyme* to *Lawton*; and the Time for the compulsory Purchase of Land was limited by the said Act to Three Years, and for the Completion of the Works thereby authorized to Four Years from the passing of the said Act: And whereas it is expedient that the respective Times limited by the said Acts for the compulsory Purchase of Land and Completion of Works, so far as relates to the said Railways, should be extended: And whereas it is expedient that the Company should be authorized to construct a new Railway, from where their Main Line crosses the *Trent and Mersey* Canal in the Township of *Stretton* in the Parish of *Burton-upon-Trent*, to Land in the Occupation of the Company in the Township of *Horninglow* in the same Parish where the *Trent and Mersey* Canal crosses the Highway leading from *Horninglow* Wharf to *Burton-upon-Trent*: And whereas it is also expedient that the Company should be authorized to widen their Railways between the Commencement of the *Newcastle and Silverdale* Branch in the Parish of *Stoke-upon-Trent* and their Junction with the *Silverdale and Newcastle* Railway at or near *Knutton* in the Parish of *Wolstanton*: And whereas a Plan and Section of the proposed Railway and widening, showing the respective Lines and Levels, and the Lands required for the Purposes thereof respectively,

respectively, and a Book of Reference to the Plan containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of such Lands, have been deposited with the Clerk of the Peace for the County of *Stafford*: And whereas under the Act of 1847 the Railway of the Company has been carried across the Road leading from *Stoke-upon-Trent* to *Leek*, and numbered 81 in the Parish of *Stoke-upon-Trent* on the Plans referred to in the Thirty-eighth Section of that Act, on the Level, and it is expedient that the Company should be authorized to lay down additional Rails across the same Road on the Level thereof: And whereas it is expedient to remove Doubts and prevent Questions being raised in reference to certain Lands belonging to the Company, but not immediately required for the Purposes of their Undertaking: And whereas it is also expedient to authorize the Company to demand higher Charges for the Haulage by them of Boats through certain Tunnels on the Navigation from the *Trent* to the *Mersey*: And whereas by "The *Macclesfield, Bollington, and Marple* Railway Act, 1864," (in this Act called "the *Marple* Act, 1864,") the *Macclesfield, Bollington, and Marple* Railway Company was incorporated, with a Capital of Two hundred thousand Pounds, and authorized to make the Railway therein described, and the Company and the *Manchester, Sheffield, and Lincolnshire* Railway Company were respectively authorized to subscribe Eighty thousand Pounds of such Capital, and to raise Capital in their Undertaking for the Purposes of Subscription, and to guarantee Interest not exceeding Five Pounds *per Centum per Annum* on all or any Part of the Capital of the *Macclesfield, Bollington, and Marple* Railway Company: And whereas the Company have created One Class of Preference Stock, payable by Two Instalments, for raising the various Sums which they were authorized to raise by Shares or Stock under the Act of 1863, the Branches Act, 1864, and the *Marple* Act, 1864, and at the Time of such Creation provided for the Capital which they were or might be authorized to raise by the New Works Act, 1864, the *Tunstall* Line Act, 1864, and the Act of 1865, being raised by the Creation of additional Preference Stock of the same Class: And whereas the Company have not yet created such additional Stock, and it is expedient that the Proceedings of the Company in reference to the Creation of all the said Stock should be confirmed, and that further Provisions should be enacted with reference to the Capital and Borrowing Powers of the Company: And whereas it is expedient to authorize the *London and North-western* Railway Company to use the Railways of the Company, and the Company to use the Railways of the *London and North-western* Railway Company, and further to provide for facilitating the Interchange and Transmission of Traffic between and over their respective Systems:

Systems: And whereas it is expedient to make further Provision with respect to the Rights of the Company under "The *Midland* Railway (*Burton-upon-Trent Bridge*) Act, 1859," and the Agreement therein referred to for the User of certain Railways of the *Midland* Railway Company at *Burton-upon-Trent*: And whereas the Objects 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 of the 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 *North Staffordshire* Railway Act, 1867."

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," Parts I., II., and III. of "The Railways Clauses Act, 1863," relating respectively to Construction of a Railway, to Extension of Time, and to Working Agreements, the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the several Matters following; (that is to say,) the Distribution of the Capital of the Company into Shares, the Transfer or Transmission of Shares, the Payment of Subscriptions and the Means of enforcing the Payment of Calls, the Forfeiture of Shares for Nonpayment of Calls, the Remedies of Creditors of the Company against the Shareholders, the borrowing of Money by the Company on Mortgage or Bond, the Conversion of the borrowed Money into Capital, the Consolidation of the Shares into Stock, and the Provision to be made for affording Access to the Special Act, and Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to Cancellation and Surrender of Shares, to additional Capital, and to Debenture Stock, 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 "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:

The

The Expression "the Undertaking of the Company" shall mean and include the Navigation from the *Trent* to the *Mersey*, and all Canals, Railways, Tramways, Stations, Lands, Buildings, Works, and Conveniences vested in, made, or authorized to be made, acquired, or which may hereafter be acquired, by or under the Powers of the several Acts for the Time being relating to the Company, and for the Purposes of the carrying Trade which they are empowered to conduct and carry on by and under the Powers of the said Acts.

Power to make Railways according to deposited Plans.

4. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may make and maintain, in the Line and according to the Levels shown on the deposited Plans and Sections, the Railways and Works herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith respectively, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Book of Reference as may be required for that Purpose. The Railways and Works herein referred to are,—

1. A Railway Five Furlongs Three Chains and Seventy Links in Length, commencing in the Township of *Stretton* in the Parish of *Burton-upon-Trent* in the County of *Stafford* by a Junction with the Main Line of the *North Staffordshire* Railway, and terminating in the Township of *Horninglow* in the same Parish in Ground belonging to the Company adjoining to the South Side of the *Trent and Mersey* Canal, where the same crosses the Highway leading from *Horninglow* Wharf to *Burton-upon-Trent*:

2. A widening of the Railways of the Company, commencing at the Commencement of the *Newcastle and Silverdale* Branch in the Parish of *Stoke-upon-Trent* in the County of *Stafford*, and terminating where the Company's Railways join the *Silverdale and Newcastle* Railway at or near *Knutton* in the Parish of *Wolstanton* in the County of *Stafford*.

Widenings to form Part of Railways widened.

5. The Railway and widening by this Act authorized shall for the Purposes of Toll, and in all other respects, be deemed Part of the Railways of the Company, as if authorized by "The *North Staffordshire* Railway Act, 1847."

Power to cross certain Road on the Level.

6. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," contained in reference to

to the crossing of Roads on the Level, it shall be lawful for the Company to lay down and maintain Two additional Lines of Rails across and on the Level of the Road numbered 81 in the Parish of *Stoke-upon-Trent* upon the Plans referred to in the Thirty-eighth Section of the Act of 1847, and the said Provisions in "The Railways Clauses Act, 1863," shall apply also to the crossing of the said Road by the existing Lines of Rails.

Powers for compulsory Purchases limited.

7. 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.

8. The Railway and Works by this Act authorized shall be completed within Five 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 Railway and Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Company not to take Canal belonging to Josiah Lewis without Consent.

9. The Company shall not take the Canal and Towing-path numbered 78 on the Plan and in the Book of Reference thereto, in the Parish of *Newcastle-under-Lyme*, without the previous Consent in Writing of *Josiah Lewis* or other the Owner for the Time being of such Canal and Towing-path.

Extension of Time for Purchase of certain Lands.

10. The Time limited by the *Tunstall* Line Act, 1864, for the compulsory Purchase and taking of Lands for the Purposes of such Act, and the Time limited by the New Works Act, 1864, for the compulsory Purchase and taking of Lands for the Purposes of that Act, shall, so far as relates to Lands required for the Purposes of Railway No. 7. in that Act mentioned, be prolonged and extended to the Period of Two Years from the passing of this Act, but so that such Powers shall not be exercised after the Expiration of Two Years from the passing of this Act.

Extending Time for completing Works.

11. The Time limited by the *Tunstall* Line Act, 1864, for the Completion of the Railway and Works thereby authorized shall be extended for a Period of Three Years from the Expiration of the Time so limited by the said Act; and the Time limited by the New Works Act, 1864, for the Completion of the Railways and Works thereby authorized shall, so far as relates to the said Railway No. 7., be extended for a Period of Three Years from the Expiration of the Time so limited by that Act; and if in either Case, on the Expiration of

of such extended Period, the said Railway and Works shall not be completed, the Powers by the *Tunstall* Line Act, 1864, or, as the Case may be, by the New Works Act, 1864, or this Act, granted for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

If Railways not completed, &c. within a limited Period Company to be liable to a Penalty.

12. If the Railway by this Act authorized to be constructed shall not be completed and opened for public Traffic within the Period of Five Years from the passing of this Act, or if the Railways authorized by the *Tunstall* Line Act, 1864, or by the New Works Act, 1864, the Time for making which is by this Act extended, shall not be completed and opened for public Traffic within the extended Period by this Act limited, then and from thenceforth the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day thereafter until the Railway shall be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear, by a Certificate to be obtained from the Board of Trade, that the Company were prevented from completing or opening the Railway by unforeseen Accident or Circumstances beyond their Control; but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

As to Sale of certain superfluous Lands.

13. The Company may, notwithstanding anything to the contrary in "The Lands Clauses Consolidation Act, 1845," or any Act relating to the Company with which that Act is incorporated, retain and hold any Lands acquired by them or on their Behalf in the several Parishes or Places of *Colwich*, *Stone*, *Barlaston*, *Weston*, *Norton Bridge*, *Stoke-upon-Trent*, *Etruria*, *Audley*; *Burslem*, *Woolstanton*, *Congleton*, *Macclesfield*, *Prestbury*, *Alsager*, *Crewe*, *Longton*, *Dilhorne*, *Caverswall*, *Draycott-in-the-Moors*, *Leigh*, *Uttoxeter*, *Sudbury*, *Tutbury*, *Marston*, *Burton-upon-Trent*, *Eggington*, *Willington*, *Mickleover*, *Rocester*, *Clifton*, *Norbury*, *Ashbourne*, *Froghall*, *Rushton*, *Leek*, *Bosley*, and *Newcastle-under-Lyme*, which have not yet been applied to the Purposes of the Company, or sold or disposed of by them, for the Periods following; that is to say, as regards such of the said Lands as are situate near or adjoining to any Railway, Canal, Station, or Reservoir of the Company, or which the Company may be of opinion that they may require for the Purposes of their Undertaking, for the Period of Ten Years from the passing of this Act, and as regards the other of the said Lands, for the Period of Two Years from the passing of this Act; but the Company shall at the Expiration of such respective Periods of Ten Years and Two Years sell and dispose

dispose of all Parts of such Lands respectively which shall not then have been applied to and are not then required for the Purposes of their Undertaking.

Rates to be charged for Haulage.

14. For the Services mentioned in the Twentieth Section of the New Works Act, 1864, and in lieu of the Charges thereby authorized in respect of such Services, the Company may charge Sums not exceeding the following; (that is to say,)

	For Haulage through the Preston Brook Tunnel.	For Haulage through the Barnton and Saltersford Tunnels, and intermediate Navigation.	For Haulage through the Harecastle Tunnel.
	s. d.	*s. d.*	*s. d.*
For each Boat, either empty or with a Lading not exceeding 5 Tons - -	0 3	0 3	0 3
For each Boat not exceeding 7 Feet 3 Inches Beam, with a Lading exceeding 5 Tons and not exceeding 22 Tons	0 4	0 4	0 4
For each Boat not exceeding 7 Feet 3 Inches Beam, with a Lading exceeding 22 Tons but not exceeding 30 Tons	0 6	0 6	0 6
For each Boat not exceeding 7 Feet 3 Inches Beam, with a Lading exceeding 30 Tons - - - -	0 9	0 9	0 9
For each Boat exceeding 7 Feet 3 Inches Beam, with a Lading exceeding 5 Tons	1 0	1 0	1 0

but in all other respects the Provisions of that Section shall continue in force.

Application of corporate Funds to Purposes of Undertaking.

15. Subject and without Prejudice to the Obligation of the Company to complete the respective Works by the recited Acts or this Act authorized in the Manner and within the respective Times thereby prescribed, any Application for Purposes authorized by the said Acts or any of them which the Company have made or may make of any Sums of Money which they have already raised or are authorized to raise by any of their Acts is hereby sanctioned.

Confirming Creation of certain Stock.

16. The Creation by the Company of the Stock for raising the several Sums of Money which they were authorized to raise by the Act of 1863, the Branches Act, 1864, and the *Marple* Act, 1864, is hereby sanctioned and confirmed; and in conformity with the Terms of the Creation of such Stock the Company may create Stock to rank equally with such Stock for raising all or any of the Sums which they were authorized to raise by the New Works Act, 1864, the *Tunstall* Line Act, 1864, and the Act of 1865; and all the Holders of the Stock

Stock so created or to be created shall rank equally one with another with respect to the Payment of Dividend, notwithstanding the Creation of such Stock at different Times, and in pursuance of Powers granted by several Acts of Parliament passed at different Times.

Stock may be payable by Instalments.

17. In creating any Stock under the Powers of the New Works Act, 1864, the *Tunstall* Line Act, 1864, and the Act of 1865, the Company may provide that the Money in respect of such Stock shall be payable by Instalments of a certain Amount, and may make Calls in respect of such Stock in like Manner as they may make Calls in respect of Shares; and the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, and with respect to the Forfeiture of Shares for Nonpayment of Calls, and with respect to Remedies of Creditors of the Company against the Shareholders, shall be applicable to such Stock, and also to the Stock created as aforesaid, in like Manner as they are applicable to Shares, and shall be read and construed accordingly; but the Company shall not issue any Certificate of such Stock, or register any Transfer thereof, until the Stock in respect of which the Certificate is issued or the Transfer is made is fully paid up.

Running Powers for London and North-western Railway Company over North Staffordshire Railway.

18. The *London and North-western* Railway Company may pass over and use with their Engines and Vehicles of every Description, and with their Clerks, Officers, and Servants, all and any Parts of the several Lines of Railway from Time to Time belonging to the Company, and the several present and future Sidings, Stations, and Conveniences connected with those Railways.

For protecting local Traffic of Company.

19. The *London and North-western* Railway Company in exercising the Running Powers by this Act conferred upon them shall not without Consent take up at any Station on the *North Staffordshire* Railway any Passengers, Parcels, Animals, Goods, or Minerals, and deliver the same at another Station on that Railway.

London and North-western Company to run certain Passenger and Goods Trains daily.

20. The *London and North-western* Railway Company shall work Two fast Passenger Trains daily (*Sundays*, *Christmas Day*, and *Good Friday* excepted) each way between *London* and *Manchester* viâ *Colwich* or *Stafford* and *Macclesfield*, and Two Through Goods Trains daily (except as aforesaid) each way between *Manchester* and *London* or *Birmingham* viâ *Colwich* or *Stafford* and *Macclesfield*, at the same average Rates of Speed, Charges, and Accommodation as the *London and North-western* Railway Company work similar Trains for like Traffic by any other Route to the same Places.

 21. During

Tolls on Traffic conveyed partly on North Staffordshire Railway and partly on the Railway of the London and North-western Railway Company.

21. During the Exercise by the *London and North-western* Railway Company of the Running Powers by this Act conferred upon them, the Railway or Railways of the Company in respect of which those Powers are from Time to Time exercised, and the Railway of the *London and North-western* Railway Company, shall for the Purpose of determining the Amount of Tolls and Charges to be taken and demanded by the *London and North-western* Railway Company in respect of Traffic conveyed partly on the one Railway and partly on the other Railway for a less Distance than Six Miles be considered as One Railway, and in respect of such Traffic Tolls and Charges may only be charged as for Six Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Six Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Six 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 one Railway and partly on the other Railway.

Power to Company to run over Portions of London and North-western Railway Company's Railway.

22. The Company may pass over and use with their Engines and Vehicles of every Description, and with their Clerks, Officers, and Servants, all and any Portions of the present and future Railways of the *London and North-western* Railway Company forming the Means of Communication between *North Staffordshire* and *Manchester*, *Liverpool*, *Wolverhampton*, and *Birmingham* and *South Staffordshire*, including the *South Staffordshire* and the *Cannock* Lines, and the several present and future Sidings, Stations, and Conveniences belonging exclusively to the *London and North-western* Railway Company connected with such Portions of Railway: Provided always, that these Powers shall not be used to abstract Traffic from the *London and North-western* Railway Company's System to that of any other Company (except the Company) where the Traffic can be carried by the *London and North-western* Railway Company wholly over Lines owned or jointly owned, or leased or jointly leased, by them, or partly over such Lines and partly over Lines of the Company: Provided also, that in respect of Traffic to and from the *North Staffordshire* System, when the *North Staffordshire* Railway, in connexion with any Railway other than the *London and North-western* Railway, affords the shortest or most convenient Route between the Places from or to which Passengers or Goods are intended to be conveyed, the *North Staffordshire* Company shall at all Times afford all reasonable Facilities by Through Rates, granting and receiving Through Tickets, Invoices, and otherwise, to any Company whose Line joins the *North Staffordshire* Railway, or to any Company or Person desirous

desirous of using the same for the Conveyance of Traffic over such shortest or most convenient Route, and the *Lancashire and Yorkshire* Railway Company shall, when they exercise their Running Powers to *Macclesfield*, be considered as joining the *North Staffordshire* Railway for the Purposes of this Enactment.

For protecting local Traffic on Railways of London and North-western Railway Company.

23. In the Exercise of such Running Powers the Company shall not, without Consent, take up at any Station on the before-mentioned Portions of Railway any Passengers, Parcels, Animals, Goods, or Minerals, and deliver the same at another Station upon those Portions of Railways; but this Clause shall not apply to Through Traffic as between *Manchester* and *Birmingham*, viâ *Stoke* and *Norton Bridge*, over the *London and North-western* Line.

For the Protection of the Lancashire and Yorkshire Railway Company.

24. Nothing in this Act contained shall in any Manner prejudice or affect any Property, Rights, Powers, or Privileges which the *Lancashire and Yorkshire* Railway now have in or with relation to the *Victoria* Station, *Manchester*, or the Lines of Railway, Approaches, and Conveniences connected therewith.

Tolls on Traffic conveyed partly on the Railways of the London and North-western Railway Company and partly on the Railways of the Company.

25. During the Exercise by the Company of the Running Powers by this Act conferred upon them, the Portions of the *London and North-western* Railway Company's Railways in respect of which those Powers are from Time to Time exercised, and the *North Staffordshire* Railway, shall for the Purpose of determining the Amount of Tolls and Charges to be taken and demanded by the Company, in respect of Traffic conveyed partly on the one Railway and partly on the other Railway for a less Distance than Six Miles, be considered as One Railway, and in respect of such Traffic Tolls and Charges may only be charged as for Six Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Six Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Six 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 one Railway and partly on the other Railway, save and except the Pontage or increased Charge authorized to be taken in respect of the Bridge of the *London and North-western* Railway Company over the *Mersey* at *Runcorn*.

Terms of User.

26. The Terms, Conditions, and Regulations to which the *London and North-western* Railway Company and the Company shall respectively be subject in respect of the Exercise of the Running Powers by this Act conferred upon them, and the Tolls or other Considération

Consideration to be paid by them respectively for the same, shall be as follows:

Twenty *per Centum* of the Mileage Receipts (after deducting Terminals) to be allowed to the carrying Company for Working Expenses on Traffic conveyed by their Trains, and the Receipts to be divided by Mileage, after deducting Terminals, on usual Clearing-house Principles, such Terminals to be credited to the Company owning the Line; and in case of the other Company performing any Portion of the Terminal Service, an Allowance for such Service to be made to them by the owning Company, the Amount of such Allowance to be agreed upon or settled by Arbitration as herein-after provided, the *London and North-western* Company being allowed Pontage for the *Runcorn Bridge* for Traffic using it; Rates and Fares to be agreed or settled by Arbitration as provided by "The Railways Companies Arbitration Act, 1859:"

The Company to have *Colwich* Mileage on all local Through Goods and Minerals Traffic (except Coals and Iron Ore) of the Company to and from all Places on the *Trent Valley* Railway between *Colwich* and *Rugby*, except the following, *videlicet*, *Lichfield*, *Tamworth*, and *Nuneaton*, on which, as well as to and from *Rugby* and Places South of *Rugby*, they are to have *Burton* Mileage as at present; and on Coals and Iron Ore to and from Places South of *Colwich* the Company to have the *Colwich* Mileage on actual Distance:

On Coaching Traffic South of *Colwich*, *Colwich* Mileage to be allowed to the Company:

Burton competitive Traffic to be divided between the Two Companies in Proportions to be agreed upon or settled by Arbitration as provided by "The Railway Companies Arbitration Act, 1859;" Twenty *per Centum* Working Expenses to be allowed to either Company carrying Traffic in excess of its Share; mutual Facilities to be afforded by the Two Companies to each other by Through Rates and Fares, Through Booking, and Through Waggons and Carriages, for a full and free Interchange of all Traffic between the Systems of the Two Companies.

Byelaws to be observed by London and North-western Company and the Company in exercise of Running Powers,

27. The *London and North-western* Railway Company and the Company respectively, in exercise of the Running Powers by this Act conferred upon them, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Railways and Portions of Railways over which such Running Powers shall be exercised, so far as such Byelaws shall be applicable to the *London and North-western* Railway Company and the Company respectively.

28. And

As to User of Midland Railways at Burton-upon-Trent.

28. And whereas by "The *Midland* Railway (*Burton-upon-Trent Bridge*) Act, 1859," an Agreement between the *London and North-western* Railway Company and the *Midland* Railway Company set forth in a Schedule to the said Act was confirmed, whereby the *London and North-western* Railway Company became entitled to certain Powers, Rights, and Privileges with respect to the User of the Railways and Works at *Burton-upon-Trent* therein referred to; and by or under Section Twenty-one of the same Act the Company are entitled, upon Payment of the Sum therein mentioned, to the same Powers, Rights, and Privileges in respect of the User of the said Railways and Works as were by the said Agreement conferred upon the *London and North-western* Railway Company: And whereas by the Seventh Paragraph or Article of the said Agreement it was, amongst other things, provided that the special Right of User therein mentioned by the *London and North-western* Company was not to extend to any Traffic passing to or from *Burton-upon-Trent* over any Part of the *North Staffordshire* Railway, which Provision is inapplicable in the Case of the *North Staffordshire* Railway Company: Be it enacted, That, so far as regards the *North Staffordshire* Railway Company, the Seventh Paragraph or Article of the said Agreement shall be construed and have Effect as if the said Provision were not contained therein: Provided nevertheless, that the special Right of User of the said Railways and Works by the *North Staffordshire* Railway Company shall not extend to enable that Company to collect Traffic at *Burton-upon-Trent* for Delivery there to the *London and North-western* Company.

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

29. The Company shall not, out of any Money by any 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, 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 Railway, or to execute any other Work or Undertaking.

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

30. Nothing herein contained shall be deemed or construed to exempt the Railways of the Company 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, authorized by this Act.

Expenses of Act.

31. 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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