ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cccix.

An Act to authorize the Construction of Railways from the *Silverdale and Newcastle* Railway at *Wolstanton* to the *Old Manor House* at *Madeley*, and thence to the *Nantwich and Market Drayton* and *London and North-western* Railways; and for other Purposes. [29th *July* 1864.]

Recital of Acts relating to North Staffordshire Railway Company.

WHEREAS the following Acts relate to the *North Staffordshire* Company and their Undertaking; (that is to say,) Ninth and Tenth of *Victoria*, Chapter Eighty-five; 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; Twenty-third of *Victoria*, Chapter Forty-two; Twenty-sixth and Twenty-seventh of *Victoria*, Chapter One hundred and fifty-eight; and First of *William* the Fourth, Chapter Fifty-five: And whereas a Railway from the *Silverdale* and *Newcastle* Railway, belonging to *Ralph Sneyd* Esquire, and leased to the *North Staffordshire* Railway Company, to near the *Old Manor House* at

at *Madeley* in the County of *Stafford*, and a Railway from such intended Railway at *Madeley* to the *Nantwich and Market Drayton* Railway at *Drayton* in *Hales* in the County of *Salop*, and a Railway in the Parish of *Madeley* from the first mentioned intended Railway to the *London and North-western* Railway, would be of public Advantage, and the *North Staffordshire* Railway Company (herein-after called "the Company") are willing, if authorized by Parliament, to make such Railways: And whereas it is expedient that the Company, and all Companies using with their Engines and Carriages the said intended Railways, should be empowered to run over and use Parts of the *London and North-western* and *Nantwich and Market Drayton* Railways respectively: 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:

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

1. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," Part I. of "The Railways Clauses Act, 1863," relating to Construction of a Railway, and 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 the Nonpayment of Calls, the Remedies of the 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 for affording Access to the Special Act, also Parts 1, 2, and 3 of "The Companies Clauses Act, 1863," relating respectively to Cancellation and Surrender of Shares, to additional Capital, and to Debenture Stock, are hereby incorporated with this Act.

Interpretation of Terms.

2. In construing the incorporated Acts for the Purposes of this Act, and in construing this Act, the Words and Expressions herein mentioned or referred to shall have the Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Special Act" shall mean this Act:

The Expression "the Company" or "the Promoters of the Undertaking" shall mean the *North Staffordshire* Railway Company:

The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression, shall be read and have

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:

Other Expressions and Words to which in the incorporated Acts Meanings are assigned shall respectively have the same Meanings in this Act.

Power to make Works.

3. The Company may make and maintain the following Railways, with all proper Stations, Approaches, Works, and Conveniences connected therewith respectively; (that is to say,)

A Railway (herein-after called "Railway No. 1") commencing by a Junction with the *Silverdale and Newcastle* Railway, leased to the Company, in the Parish of *Wolstanton*, and terminating in the Parish of *Madeley* near to the Ruins of the *Old Manor House*, all in the County of *Stafford*:

A Railway (herein-after called "Railway No. 2") from Railway No. 1 in the said Parish of *Madeley* to the *Nantwich and Market Drayton* Railway in the Parish of *Drayton in Hales* in the County of *Salop*:

A Railway in the said Parish of *Madeley* (herein-after called "Railway No. 3") from Railway No. 1 to the *London and North-western* Railway.

Railways and Works to form Part of Company's Undertaking.

4. The Railways and Works by this Act authorized shall form Part of the Undertaking of the Company.

Railways to be made according to deposited Plans.

5. And whereas Plans and Sections of the proposed Railways, showing the Line and Levels thereof respectively, and the Lands required for the Purposes of the Undertaking, and also Books of Reference to such Plans, have been deposited with the Clerks of the Peace of the Counties of *Stafford* and *Salop* respectively: Therefore, subject to the Provisions and Powers of Deviation in this Act and the Acts incorporated therewith contained, the said Railways shall be made in the Line and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, and it shall be lawful for the Company to enter upon, take, and use all or any of the said Lands which they may require for the Purposes thereof, or for the other Purposes of the Undertaking.

As to Execution of Railway and Works over London and North-western Railway.

6. The Railway where the same will cross the *London and North-western* Railway, and Lands adjoining thereto, shall be carried over such Railway and Lands according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *London and North-western* Railway Company, and at the

the Expense of the Company, and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway, or the working of the Traffic thereon; and the Railway shall be so carried over the *London and North-western* Railway, and the said Lands adjoining thereto, by Means of a Girder Bridge having a clear Span of Fifty Feet at the least, and a clear Headway for the whole Distance of Fourteen Feet and Six Inches at the least.

Maintenance of those Works.

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

Restricting Interference with the Lands of the London and North-western Railway Company.

8. The Company shall not, without, in every Case, the previous Consent of the *London and North-western* Railway Company in Writing under their Common Seal, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession or under the Power of the *London and North-western* Railway Company, except only such Part or Parts of their Lands as it shall be necessary for the Company to take and use, enter upon, or interfere with for the Purpose of making and maintaining the Works by which the Railway is, according to this Act, to be carried over the Railway and Land of the *London and North-western* Railway Company, and Lands adjoining thereto, and save and except for the Purposes of the Junction near *Madeley* authorized by this Act: Provided, that nothing in this Clause shall affect, limit, or interfere with the Running Powers to *Madeley*, or Use of *Madeley* Station, by this Act conferred upon the Company.

Company to acquire Easements only in

9. With respect to any Land of the *London and North-western* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall

shall not purchase and take the same, but the Company may purchase and take, and the *London and North-western* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which, but for this Enactment, the Company might purchase and take the same. Lands of London and North-western Railway Company.

10. Nothing in this Act contained shall prevent the *London and North-western* Railway Company from laying down at their Option hereafter additional Lines of Railway for widening their Line at the Junction near *Madeley* by this Act authorized; provided that any such Works, so far as the same affect the *North Staffordshire* Railway or Works connected therewith, shall be done to the reasonable Satisfaction of the Engineer for the Time being of the Company. Not to prevent the widening of the London and North-western Railway.

11. The Company in constructing the Railways by this Act authorized may carry the same with not more than One Line of Railway so long as the Railway is a Single Line, and not more than Two Lines of Railway when the Railway is a Double Line, across the Roads numbered respectively on the deposited Plans as follows, on the Level thereof; (that is to say,) Power to cross certain Roads on the Level.

RAILWAY No. 2.

Description of Road.	No. on Plan.	Name of Parish.
Public Highway - -	83	Mucclestone, or Muxton.
Public Highway - -	35	Drayton in Hales.

12. In carrying the following Road over, under, or across the Railway the Company may alter the Levels of such Road, but so as not to exceed the Rate of Inclination herein-after specified; (that is to say,) Power to alter certain Levels of Roads.

RAILWAY No. 1.

Description of Road.	Number on Plan.	Name of Parish.	Rate of Inclination allowed.
Turnpike Road -	52	Keele - -	1 in 21 on one Side of the Bridge, and level on the other.

13. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," and "The Railways Clauses Act, 1863," contained to the contrary, the Company may make the Arches of the Bridges for carrying the Railway over the public Roads numbered as Power to make certain Arches of Bridges of specified Dimensions.

as follows on the deposited Plans, of the Dimensions herein-after set forth, but not of less Dimensions; (that is to say,)

RAILWAY No. 1.

Description of Road.	No. on Plan.	Name of Parish.	Span.	Height.
Turnpike Road -	52	Keele - -	30 Feet -	16 Feet.

RAILWAY No. 2.

Public Highway	28	Mucclestone or Muxton.	25 Feet -	15 Feet.
Public Highway	28	Norton in Hales	25 Feet -	14 Feet.
Turnpike Road -	53	Muccleston or Muxton.	30 Feet -	15 Feet.

For Protection of Property of Shropshire Union Railways and Canal Company.

14. And whereas the Railway No. 2 is to be carried over the Canal of the *Shropshire Union* Railways and Canal Company in the Parish of *Drayton-in-Hales*: Therefore, for the Protection of that Company (herein-after called "the *Shropshire* Company") and their Canal, the Company shall be subject to and shall observe, fulfil, and conform to the following Conditions, Restrictions, and Obligations; to wit,

The Railway No. 2 shall be carried over the Canal and the Towing-path thereof in the Line or Course shown upon the Plans herein-before mentioned, by means of a good and substantial Bridge of Brick, Stone, or Iron, or a Combination of each; and, unless with the Consent of the *Shropshire* Company under their Common Seal first had and obtained for that Purpose, the Line or Course of the said Railway No. 2 over the Canal as shown upon those Plans shall not be diverted to a greater Extent than Twenty Yards on either Side of the Railway as shown on the said Plans:

The clear Height of the Bridge above the Canal and Towing-path shall not be less than Eight Feet, and the Bridge shall be of such Width as shall leave an open and uninterrupted navigable Waterway in the Canal of not less than Twenty Feet in Width, and a Towing-path of not less than Five Feet in Width; the Piers or Abutments of the Bridge shall be placed in such Position adjoining the said Canal and Towing-path as shall be approved for that Purpose by the Engineer for the Time being of the *Shropshire* Company; the Company shall not, in constructing the Bridge over the Canal, or in any other Case, or for any other Purpose, permanently alter the Line or Level of the said Canal or Towing-path, or obstruct the Navigation of the said Canal or any Part thereof, or divert any of the Waters thereof,

thereof, or which now supply the said Canal, or injure any of the Works, Slopes, or Embankments of the said Canal; during the Construction of the said Bridge, and during any necessary Repairs thereof, there shall at all Times be left a free, open, uninterrupted, navigable Waterway in the said Canal of not less than Ten Feet in Width, and a Towing-path of not less than Five Feet in Width, and a Space above the Canal and Towing-path of not less than Eight Feet in Height in the clear:

The Company shall not, without the previous Consent in Writing for the Purpose of the *Shropshire* Company under their Common Seal, enter upon, take, use, or interfere with, either temporarily or permanently, any of the Lands, Works, or Property of the *Shropshire* Company, save only for the Purpose of constructing the Railway (No. 2) by this Act authorized, and the Company shall at all Times keep the said Bridge and Works in good substantial Repair.

For preventing Obstructions to Canal.

15. If in the Execution of any of the Works by this Act authorized, or by reason or in consequence of any of those Works when made, or of any Act or Omission of the Company, the said Canal or the Towing-path thereof shall at any Time be so obstructed or impeded as that Boats, Barges, or other Vessels, Men, or Horses using the same cannot conveniently pass along the same, then and in every such Case the Company shall pay to the *Shropshire* Company, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Day and Part of a Day during which any such Obstruction or Impediment shall continue; and the *Shropshire* Company may, at the Cost and Charges of the Company, remove such Obstruction or Impediment, and make good all Damage or Injury to the said Canal or Towing-path occasioned thereby; and in default of Payment of any such Costs and Charges or of any such Sum or Sums as aforesaid within Ten Days after Demand thereof in Writing given to the Secretary of the Company, or left at the Office or Place of Business of such Secretary, the *Shropshire* Company may recover the same in any Court of competent Jurisdiction.

Saving Rights of Shropshire Union Company.

16. Except as in this Act expressly provided, this Act or anything therein contained shall not take away, lessen, prejudice, or alter any Right, Interest, Power, Privilege, or Authority of the *Shropshire* Company.

Powers for compulsory Purchases limited.

17. 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.

18. The

Lands for extraordinary Purposes.

18. The Company may from Time to Time purchase by Agreement such Lands as they may require for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," in connexion with the Railways by this Act authorized, not exceeding in the whole Three Acres.

Period for Completion of Works.

19. The Railways by this Act authorized shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for executing the said Railways, 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.

20. If the Railways by this Act authorized to be constructed shall not be completed and opened for public Traffic within the Period of Four Years from the passing of this Act, 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 Railways 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 Railways, or any of them, 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.

Railway Tolls.

21. The Company may demand and take in respect of the Railways by this Act authorized such Tolls and Charges as they think fit, not exceeding the Rates of Toll and Charge authorized to be taken on the *North Staffordshire* Railway, and in estimating the Amount of Toll or Charge in respect of any Traffic conveyed partly on any Railway by this Act authorized and partly on any other Railway of the Company, the Railway by this Act authorized and such other Railway shall be deemed One Railway, as if authorized by "The *North Staffordshire* Railway Act, 1847."

Power for Company to raise Capital by Shares or Stock.

22. The Company, with the Consent of Three Fifths of the Votes of the Shareholders present, in person or by proxy, at any General Meeting or General Meetings convened with special Notice of the Purpose, may raise by the Creation of new Ordinary or Preference Shares or Stock in their Undertaking, in addition to any other Sums which they may be authorized to raise by other Acts of Parliament, any further Sums of Money, not exceeding in the whole One hundred and seventy-five thousand Pounds.

23. All

Shares or Stock to form Part of Company's General Capital.

23. All Shares or Stock to be created by the Company under the Authority of this Act shall, subject to the Provisions of this Act, form Part of the General Capital of the Company.

Shares not to issue until One Fifth Part paid up.

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

Power to borrow.

25. The Company, in addition to any Sums which they are authorized to borrow under other Acts of Parliament, may from Time to Time borrow on Mortgage such Sums as they think fit, not exceeding in the whole Fifty-eight thousand Pounds, but no Part of that Money shall be borrowed until the whole of the said additional Capital of One hundred and seventy-five thousand Pounds shall have been subscribed for *bonâ fide* and issued, and One Half of that Amount shall have been actually paid up, nor until the Company shall 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 all the said additional Capital of One hundred and seventy-five thousand Pounds has been subscribed for *bonâ fide* and issued, and that not less than One Fifth of the Amount of each Share or Sum of Stock was paid on Issue of the same, and that all such Shares and Sums of Stock are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proofs having been given the Certificate of such Justice under that Section shall be sufficient Evidence).

Priority of existing Mortgages.

26. All Mortgages of the Company granted before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall, as regards the Undertaking comprised in and assigned by such Mortgages, have Priority over all Mortgages granted by virtue of this Act.

Debenture Stock.

27. The Company may create and issue Debenture Stock.

Application of Money raised under Act.

28. All Money raised under the Powers of this Act by the Creation of new Shares or Stock, or on Mortgage, shall be applied only to the Purposes by this Act authorized.

Interest not to be paid on Calls paid up.

29. It shall not be lawful for the Company, out of any Money by this Act or any other Acts relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay to any Shareholder any Interest or Dividend

Dividend on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided that nothing herein contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

30. It shall not be lawful for the Company, out of any Money by this Act or any other Acts relating to the Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament in force for the Time being, 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 execute any other Work or Undertaking.

Power to run over Parts of London and North-western and Nantwich and Market Drayton Railways.

31. The Company, and all Companies using with their Engines and Carriages the intended Railways, or any Parts thereof respectively, may run over and use with their Engines and Carriages, and with and for the Purposes of their Traffic, so much of the *London and North-western* Railway as intervenes between the Point of Junction therewith of Railway No. 3 and the *Madeley* Station on the *London and North-western* Railway, including such Station, and so much of the *Nantwich and Market Drayton* Railway as intervenes between the Point of Junction therewith of Railway No. 2 and the *Drayton* Station on the *Nantwich and Market Drayton* Railway, including such Station, and all Sidings, Watering Places, Booking Offices, Approaches, Buildings, Works, and Conveniences connected with the Railways and Stations to be so run over and used respectively, upon Payment of such Tolls or other Remuneration, and upon such Terms and Conditions, as, in the Case of the *London and North-western* Railway and *Madeley* Station, may be agreed upon between the Company and the *London and North-western* Railway Company, and in the Case of the *Nantwich and Market Drayton* Railway and *Market Drayton* Station may be agreed upon between the Company and the *Market Drayton* Railway Company, or in either Case, failing Agreement, as shall be settled by Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859."

Saving Rights of London and North-western Railway Company.

32. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of the *London and North-western* Railway Company otherwise than is herein expressly provided.

Canal Tolls on Earthenware, &c.

33. From and after the First Day of *January* One thousand eight hundred and sixty-five and the First Day of *January* One thousand

thousand eight hundred and sixty-eight respectively, it shall not be lawful for the Company to charge for the Articles herein-after specified conveyed upon the *Trent and Mersey* Navigation any higher Rate of Toll than the respective Rates herein-after set forth, anything in the Acts relating to the said Navigation or the Company contained to the contrary notwithstanding; (that is to say,) from and after the First Day of *January* One thousand eight hundred and sixty-five:

	Rate per Ton per Mile.
Earthenware - - -	One Penny Farthing.
Potters raw Materials - -	Three Farthings.
Pig Iron - - -	Three Farthings.
Calcined Iron Ore - -	Five Eighths of a Penny.

And from and after the First Day of *January* One thousand eight hundred and sixty-eight:

	Rate per Ton per Mile.
Earthenware - - -	One Penny.
Potters raw Materials - -	One Halfpenny.

Provision as to Terminal Charges.

34. Besides the Rates *per* Mile which the Company are authorized to charge for the Conveyance of Goods or Minerals on the Railways or Canals, they may charge for such Terminal Services as are performed by them such reasonable Sum only as may be from Time to Time agreed upon between the Company and the Person sending or receiving Goods, Minerals, or other Articles of Traffic, or, failing Agreement, as may be settled by Arbitration under "The Railway Companies Arbitration Act, 1859."

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

35. Nothing in this Act contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any General Act relating to Railways now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by this Act.

Expenses of Act.

36. The Costs and Charges of applying for and obtaining this Act, and incidental thereto, shall be paid by the Company.

Short Title.

37. In citing this Act for any Purpose it shall be sufficient to describe it as "The *North Staffordshire* Railway Branches Act, 1864."

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