ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

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Cap. clxxv.

An Act for making a Railway from *Stafford* in the County of *Stafford* to *Uttoxeter* in the same County; and for other Purposes.

[29th *July* 1862.]

WHEREAS the making of a Railway from *Stafford* in the County of *Stafford* to *Uttoxeter* in the same County, with a Branch therefrom to connect with the *Colwich* Branch of the *North Staffordshire* Railway, near the *Weston* Station on that Railway, would be of great public and local Advantage: And whereas the Persons herein-after named, with others, are willing to construct the said Railways and the several Works connected therewith: And whereas it is expedient that such Arrangements should be authorized and such Powers conferred with reference to other Undertakings and Companies as are herein-after expressed; but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Stafford and Uttoxeter Railway Act, 1862.

8 & 9 Vict. cc. 16. 18. and 20., 22 & 23 Vict. c. 59., and 23 & 24 Vict. c. 106. incorporated.

1. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and "The Railway Companies Arbitration Act, 1859," are hereby incorporated with and shall form Part of this Act.

Short Title.

2. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Stafford and Uttoxeter* Railway Act, 1862."

Interpretation of Terms.

3. Where in this Act the Words "the Company" occur the same means "the Company incorporated by this Act," and where the Word "Railway" occurs the same includes the Railways and other Works and Conveniences connected therewith by this Act authorized to be made, unless there be something in the Subject or Context repugnant to such Construction.

Subscribers incorporated.

4. *Thomas Salt*, *William Buxton*, *Thomas Campbell Eyton*, *John Kenderdine*, *Richard Banner Oakeley*, *William Phillips*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway, and such Company shall be incorporated by the Name of "The *Stafford and Uttoxeter* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have a Common Seal, and Powers to sue and be sued, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions contained in this Act and the Acts incorporated herewith.

Capital.

5. The Capital of the Company shall be One hundred and thirty thousand Pounds.

Shares.

6. The Number of Shares into which the Capital shall be divided shall be Thirteen thousand, and the Amount of each Share shall be Ten Pounds.

Calls.

7. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the least shall be the Interval between successive Calls, and Three Fourth Parts of the Amount of a Share shall be the utmost aggregate Amount of Calls to be made in any One Year upon any Share.

Power to borrow on Mortgage.

8. The Company may borrow on Mortgage any Sums of Money not exceeding in the whole the Sum of Forty-three thousand three hundred Pounds, but no Part of such Sum shall be borrowed until the whole of the

the said Capital or Sum of One hundred and thirty thousand Pounds shall have been subscribed for and One Half thereof shall have been paid up, and until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Application of Capital.

9. The Monies by this Act authorized to be raised, whether by Shares or Mortgage, shall be applied only in carrying into execution the Objects and Purposes of this Act.

Arrears may be enforced by Appointment of a Receiver.

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

First and other Meetings.

11. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *March* and *September* in every Year.

Number and Qualification of Directors.

12. Subject to the Provisions herein contained for reducing the Number of Directors, the Number of Directors shall be Six, and the Qualification of a Director shall be the Possession in his own Right of Twenty-five Shares in the Undertaking.

Power to reduce the Number of Directors.

13. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the Number shall never be less than Three.

First Directors to continue in Office until First Meeting after passing of Act.

14. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions

Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act mentioned; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845," and by this Act, or either of them.

First Directors of Company.

15. *Thomas Salt*, *William Buxton*, *Thomas Campbell Eyton*, *John Kenderdine*, *Richard Banner Oakeley*, and *William Phillips* shall be the First Directors of the Company.

Quorum.

16. A Quorum of a Meeting of Directors shall be Three, and if the Number be less than Six the Quorum shall be Two.

Newspaper for Advertisements.

17. The Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in the County of *Stafford*.

Power to make Railway according to deposited Plans.

18. And whereas a Plan and Section of the Railway, showing the Line and Levels thereof and describing the Lands in and through which the same may be made or which may be required for the Purposes of the Undertaking, with a Book of Reference to the Plan containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of those Lands, have been deposited with the Clerk of the Peace for the County of *Stafford*: Therefore it shall be lawful for the Company, subject to the Provisions in this Act and the incorporated Acts contained, and to the Powers of Deviation authorized by such last-mentioned Acts, to make and maintain the Railway, with all proper Approaches, Stations, and other Works and Conveniences connected therewith, in the Line or Course and upon the Land delineated on the said Plan and described in the said Book of Reference, and according to the Levels described in the said Section; and the Company may enter upon, take, and use such of the said Lands delineated in the said Plan and described in the said Book of Reference as shall be necessary for all or any of such Purposes.

Description of Railway.

19. It shall be lawful for the Company to make, complete, and maintain the Railways and Works following, with all proper Approaches, Stations, Works, and Conveniences connected therewith; (that is to say,)

1. A Railway commencing by a Junction with the *London and North-western* Railway at or near the Junction of the *Shropshire Union* Railway, with that Railway near *Stafford*, and terminating by a Junction with the *North Staffordshire* Railway about Two Miles West of *Uttoxeter*, all in the County of *Stafford*:

2. A Branch

2. A Branch Railway commencing by a Junction with the said Railway No. 1, in the Parish of *Stowe*, and terminating by a Junction with the *Colwich* Branch of the *North Staffordshire* Railway, about 1,500 Yards South of the *Weston* Station on that Railway, all in the County of *Stafford*.

For the Protection of the Earl of Shrewsbury.

20. The Railway, where the same passes through the Lands of the Earl of *Shrewsbury*, shall be constructed in such Manner within the Powers and subject to the Provisions of this Act as the said Earl shall desire: Provided always, that any Alteration under this Provision of the Line, as set out in the deposited Plans and Sections, shall not render any steeper Gradient necessary, or subject the Company to any additional Expense beyond the Sum of Three hundred Pounds; and in the event of any Difference arising as to the Cost of such Alteration, the same shall be referred to *John Fowler* Esquire, Civil Engineer, or, failing him, to *Henry Robertson* Esquire, Civil Engineer, whose Decision shall be final and binding on the Parties.

Power to alter Engineering Works.

21. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the Railway, may deviate from the Line of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Section of that Act, and so as the Nature of the Work as described be not altered, or they may substitute any other Engineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, provided that every such Alteration or Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board, upon due Inquiry, that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Alteration or Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public would not be diminished thereby: Provided, that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Communications with any other Railway to be made under the Direction of the Engineer of that Railway.

22. The Communication between the Railway and any other Railway with which a Junction may be formed under the Powers of this Act, and all such Interference with the Works of the Railway last mentioned as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the Railway Company with whose Railway such Junction

Junction may be formed, and in case of any Difference arising as to the Mode of effecting the Communication, the same shall be determined by a Referee, to be appointed at the Cost of the Company by the Board of Trade on the Application of either Company.

As to Expense of Signals, Watchmen, &c.

23. Any Railway Company with whose Railway a Junction may be made under the Powers of this Act may from Time to Time erect such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the Working and Management of such Signals and Conveniences, whether on Land belonging to the Company or not, shall be under the exclusive Management and Regulation of such Railway Company with whose Railway such Junction may be made, and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses shall, at the End of every Half Year, be repaid by the Company, and in default of such Repayment, the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Land for extraordinary Purposes.

24. The Quantity of Land to be purchased by Agreement by the Company for the extraordinary Purposes mentioned in the "Railways Clauses Consolidation Act, 1845," shall not exceed Five Acres.

Period for Completion of Works.

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

Deposit in Court of Chancery to be forfeited to the Crown on a certain Event.

26. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Ten thousand four hundred Pounds, being Eight *per Cent.* upon the Amount of the Estimate of Expense in respect of the Railway authorized by this Act, has been deposited in the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, That notwithstanding anything contained in the said last-recited Act, the said Sum of Ten thousand four hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the

Period

Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Ten thousand four hundred Pounds shall have been executed by the Company, with One or more Sureties (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs and Successors, of the said Sum of Ten thousand four hundred Pounds, if the Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest and Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

27. The

Tolls.

27. The Company may demand and take any Tolls for the Use of the Railway not exceeding the following; (that is to say,)

Tonnage on Goods.

In respect of the Tonnage of all Articles conveyed upon the Railway, or any Part thereof (as follows):

For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, and for heavy Iron Castings, including Railway Chairs, *per* Ton *per* Mile not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For all Coals, Coke, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and rolled Iron, Limestone, Lime, Bricks, Salt, Sand, Fireclay, Cinders, Slag, and Stone, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

For all Culm, Charcoal, and all Stones for building, pitching, and paving, all Tiles, Slates, Clay (except Fireclay), Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber and Deals, Metals, (except Iron), Nails, Anvils, Vices, and Chains, and for light Castings, *per* Ton *per* Mile Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

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

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform belonging to the Company, *per* Mile not exceeding Sixpence:

And a Sum *per* Mile of One Penny Halfpenny for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage weighs beyond One Ton:

Tolls for Passengers and Animals.

In respect of Passengers and Animals conveyed in Carriages upon the Railway or any Part thereof (as follows):

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

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox or Bull, Cow, or Neat Cattle conveyed in or upon any such Carriage, *per* Mile not exceeding Threepence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

For every Calf or Pig, Sheep or Lamb, or other small Animal conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing.

Tolls for propelling Power.

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

Regulations as to Tolls.

29. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Goods or Persons conveyed on the Railway for a less Distance than Three Miles, the Company may demand Tolls and Charges as for Three Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand Tolls for Passengers as for One Mile, and for Animals and Goods for every Quarter of a Mile or Fraction thereof as for a Quarter of a Mile:

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

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

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

Tolls for small Parcels and single Articles of great Weight.

30. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may demand and take Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels on the Railway, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence;

For any Parcel exceeding Seven and not exceeding Fourteen Pounds in Weight, Fourpence;

For any Parcel exceeding Fourteen and not exceeding Twenty-eight Pounds in Weight, Sixpence;

For any Parcel exceeding Twenty-eight and not exceeding Fifty-six Pounds in Weight, Eightpence;

And for Parcels exceeding Fifty-six Pounds in Weight and not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term applies only to single Parcels in separate Packages:

For the Carriage of any Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, exceeds Four Tons, but does not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, exceeds Eight Tons, the Company may demand such Sum as they think fit.

Passengers Luggage.

31. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum Rates of Charges for Cattle and Goods.

32. With respect to the Conveyance of Animals, Carriages, and Goods, the maximum Rates of Charges to be made by the Company, including the Tolls for the Use of the Railway, and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Horse or other Beast of Draught or Burden before classed with Horses, Fourpence *per* Mile:

For Cattle, Twopence each *per* Mile:

For Calves and Pigs, One Penny each *per* Mile:

For Sheep and small Animals, Three Farthings each *per* Mile:

For every Carriage not weighing more than One Ton, Sixpence *per* Mile; if weighing more than One Ton, an additional Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton which such Carriage may weigh beyond One Ton:

For Manure and other Articles in this Act classed therewith, Twopence *per* Ton *per* Mile:

For Coals, Coke, Ironstone, and other Articles in this Act classed therewith, Twopence *per* Ton *per* Mile:

For Sugar and other Articles in this Act classed therewith, Threepence *per* Ton *per* Mile:

For Cotton and other Goods and Articles in this Act classed therewith, Fourpence *per* Ton *per* Mile.

Maximum Rates of Charges for Passengers.

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

every other Expense incidental to such Conveyance, shall not exceed the following Sums:

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

For every Passenger conveyed in a Second-class Carriage, Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny Halfpenny *per* Mile:

Charges for Special Trains.

Provided always, that the Restriction as to the Charges to be made does not extend to any Special Train that may be required to run upon the Railway, but applies only to the Express and Ordinary Trains from Time to Time appointed by the Company for the Conveyance of Passengers and Goods upon the Railway.

Company may take increased Charges by Agreement.

34. Provided always, That the Company may demand and take any increased Charges over and above the Charges by this Act limited for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either in respect of the Conveyance of such Goods, except small Parcels by Passenger Trains, or by reason of any special Services performed by the Company in relation to such Goods.

Power to use certain Portions of Railways.

35. The Company and all Companies lawfully using their Railway may pass over and use, with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, the Portions of Railways herein-after mentioned, and the Stations, Sidings, Watering Places, Works, and Conveniences belonging to or connected with the Portions of Railway following; (that is to say,) so much of the *North Staffordshire* Railway as lies between the Junction of the said Railway No. 1 with the *North Staffordshire* Railway at or near *Bramshall*, and the *Bridge Street* Station of that Railway at *Uttoxeter*, including the Use of such Station; and another Portion of the *North Staffordshire* Railway lying between the Junction of the said Railway No. 1 and the Branch Railway No. 2 with the said *North Staffordshire* Railway, near *Weston*, and the Station at *Colwich*, including the Use of such Station; and the Portion of Railway belonging to the *Shropshire Union* Railways and Canal Company and the *London and North-western* Railway Company, or One of them, lying between the Junction of the Railway No. 1 therewith and the Railway Station of the *London and North-western* Railway at *Stafford*, including the Use of such Station; and the Companies to whom such respective Portions of Railways and Stations shall belong shall make all necessary Arrangements for that Purpose, and afford all reasonable Facilities and perform all reasonable Services for the Passage, Reception, Delivery, and Transmission of Traffic over their Railways to and from the intended Railways, or either of them, and make Provision for the Use of Booking Offices at the Stations on such Portions of Railways, and all other Matters

Matters necessary for facilitating the Traffic of the Railways by this Act authorized in connexion with the Railways of those Companies respectively.

Terms of such Use.

36. The Terms, Conditions, and Regulations to which the Company and such other Companies as aforesaid shall be subject in respect of the said Use, Facilities, and Services, and the Tolls or other Considerations to be paid by them for the same, shall, if not agreed upon between them and the respective Companies to whom such Portions of Railways and Stations may belong, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct, and either of the said Companies who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

For protecting local Traffic.

37. In exercising the Powers herein-before granted it shall not be lawful for the Company or any other Company lawfully using their Railway, unless with the Consent in Writing of the Company to whom the Portion of Railway belongs or is leased, to take up at any Station of the same last-mentioned Company, upon any Portion of Railway herein-before specified, any Passengers, Parcels, Animals, Goods, or Minerals, and to deliver the same at another Station of the same Company; and if the Company or any such other Company violate this Enactment they shall for every such Violation pay to the Company to whom the Portion of Railway belongs or is leased Fifty Pounds by way of Penalty.

Reciprocal Facilities for Forwarding and Interchange of Traffic to and from the Company's Railway.

38. In order to facilitate the Transmission of Traffic coming to or from the Railway of the Company from or to any Place or Places on the Railways of the *North Staffordshire* and *London and North-western* Railway Companies respectively, or from or to any Places beyond, the Company shall, for the Purposes of all Traffic whatever, whether Passengers, Cattle, Goods, Minerals, or other Things, from Time to Time and at all Times hereafter have the Right to book and invoice through over the Railway of such other Companies as aforesaid respectively all such Traffic intended to pass to or from the Railway of the Company to any Place or Places on the Railway of such other Companies, or to any Places beyond; and such other Companies respectively shall, for and in respect of all such Traffic, at all Times afford to and for the Company all needful Accommodations, Facilities, and Conveniences at, on, and over the Lines and Stations, Approaches, and Conveniences of such other Companies as

aforesaid

aforesaid respectively, by the Trains of such other Company, and by through booking and invoicing, through Rates, through Waggons and Carriages, and shall at all Times and in all respects conduct, forward, and carry on, and accommodate all such Traffic on equal Terms with and as well as if it were their own proper Traffic, and the Charge to the Company shall in no Case exceed the Mileage Proportion of through Rate in respect of such Traffic, after Deduction of the Charges on Goods usually agreed to be allowed between Companies using the Clearing House, and called there terminal Charges, and the Government Duty on Passengers; and it shall be lawful for the Company, if they think fit, from Time to Time to have and employ at all or any of the Places and Stations on so much of the Railways of the said other Companies respectively as the Company may pass over and use with their Engines and Carriages under the Powers herein-before granted, their own booking and invoicing Clerks, and carting and other Agents, and the said other Companies respectively shall provide all proper and needful Accommodation for such Clerks and Agents: Provided always, that the Company shall afford to such other Companies as aforesaid respectively all such and the like Facilities in respect of Traffic coming from or to the Railways of any of such other Companies to or from the Railway of the Company as are by this Enactment provided and secured to the Company; and if any Dispute shall at any Time arise between any of such other Companies and the Company as to the Amounts to be allowed or charged by the one to the other for the Services and Accommodations to be respectively performed and supplied as aforesaid, or as to any Matter or Thing in this Enactment mentioned, the same shall from Time to Time be settled by Arbitration in the Manner provided for the Settlement of Disputes by Arbitration by "The Railway Companies Arbitration Act, 1859," and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct, and any of the said Companies who shall refuse or neglect to perform or observe and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for any such Offence, and Twenty Pounds for every Day during which such Offence shall continue: Provided that it shall not be lawful for the Arbitrator to require the said other Companies, or either of them, to carry any such Traffic for the Company at lower Rates *per* Mile than the said other Companies, or either of them, are for the Time charging for similar Traffic carried by themselves between the same Places.

Powers of booking and invoicing not to be used for diverting

39. The Powers herein-before granted of booking and invoicing over and of using the said Lines and Stations of the *London and North-western* and *North Staffordshire* Railway Companies shall not be used so as to divert Traffic by any circuitous Route from the Lines of those Companies, or

Traffic by circuitous Routes.

or either of them; any Difference arising out of this Provision to be determined by an Arbitrator to be appointed by the Board of Trade.

Provision in case of Delay of the Irish Mail.

40. If any Delay in the Conveyance of the *Irish* Mail be occasioned by the Company, by reason of which any Loss or Penalty shall be incurred under any Contract under the Powers of the "Improved Postal and Passenger Communication between *England* and *Ireland* Act, 1855," or under any other Contract with the Post Office by the *London and North-western* Railway Company, the Company shall, on Demand, repay such Loss or Penalties to the said *London and North-western* Railway Company, and in default thereof the same may be recovered in any Court of competent Jurisdiction.

Company not to take Lands belonging to the London and North-western Railway Company and other Companies without Consent.

41. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon or use, either permanently or temporarily, any of the Lands belonging to the *London and North-western* Railway Company, or the *Shropshire Union* Railway and Canal Company, or the *North Staffordshire* Railway Company, or to alter, vary, or interfere with the *London and North-western* Railway, or the *Shropshire Union* Railway and Canal, or the *North Staffordshire* Railway, or any of the Works thereof respectively, further or otherwise than is necessary for the proper and convenient Junction between their said Railways and the Railway hereby authorized, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *London and North-western* Railway Company, the *Shropshire Union* Railway and Canal Company, and the *North Staffordshire* Railway Company.

Saving Rights of the London and North-western and other Companies.

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

Interest not to be paid on Calls paid up.

43. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before 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.

44. It

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

44. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes 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 herein-after 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 Company to construct any other Railway or to execute any other Work or Undertaking.

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

45. Nothing herein contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act 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 and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges authorized by this Act, or of the Rates for small Parcels.

Expenses of Act.

46. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

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