

Oswestry, Ellesmere & Whitchurch by Act 1861

Local Bill 1861



Dec. 1861

142

ANNO VICESIMO QUARTO & VICESIMO QUINTO

VICTORIÆ REGINÆ.

Cap. ccxxiii.

An Act for making a Railway from the *Oswestry and Newtown* Railway at *Oswestry* to the *London and North-western* Railway at *Whitchurch* in the County of *Salop*, and for other Purposes.

[1st August 1861.]

WHEREAS the making of a Railway from the *Oswestry and Newtown* Railway at *Oswestry* in the County of *Salop* to *Ellesmere*, and thence to the *London and North-western* Railway at *Whitchurch* in the same County, would, subject to the Provisions herein-after contained, be of great local and public Advantage: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to carry such Undertaking into execution: And whereas it is expedient that the *Oswestry and Newtown* and the *London and North-western* Railway Companies (in this Act called "the Two Companies"), and the Company incorporated by this Act, and in this Act called "the Company," should be enabled to enter into Working and Traffic Arrangements as herein-after mentioned, and that the Two Companies, or either of them, should be authorized to contribute towards the Funds of the Company, and to vote at Meetings of the Company: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it

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therefore

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Election of
Directors at
First General
Meeting.

14. The Directors appointed by this Act, or such of them as shall not die or resign, or become disqualified or be removed, shall continue in Office until the First Ordinary General Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by Proxy, may continue in Office the Directors appointed by this Act, or any Number of them, or may elect new Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible to be elected as Members of such new Body.

Subsequent
Election of
Directors.

15. At the First General Meeting to be held in every Year after the First General Meeting 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 in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at every 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."

Power to re-
duce Number
of Directors.

16. The Company may reduce the Number of Directors, provided that the Number, after such Reduction, shall never be less than Five.

Quorum of
Directors.

17. The Quorum of a Meeting of Directors shall be Three.

Power to
make Rail-
ways.

18. Subject to the Provisions of this Act with respect to a future Application to Parliament, it shall be lawful for the Company to make and maintain the Railways herein-after mentioned, with all proper Stations, Works, and Conveniences connected therewith; (that is to say,)

A Railway (herein-after called Railway No. 1) commencing by a Junction with the *Oswestry and Newtown Railway* at *Oswestry* in the County of *Salop*, and terminating at *Whitchurch* in the same County, by a Junction with the *Shrewsbury and Crewe Line* of the *London and North-western Railway* :

A Railway commencing by a Junction with Railway No. 1 in the Parish of *Whittington* in the County of *Salop*, and terminating in the same Parish by a Junction with the *Shrewsbury and Chester Line* of the *Great Western Railway*.

Railway to
be made ac-
cording to
deposited
Plans.

19. Whereas Plans and Sections of the Railways showing the Lines and Levels thereof, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands which may be required to be taken for the Purposes thereof, have been deposited with the Clerks of the Peace for the Counties of *Salop* and *Flint*: Therefore, subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, and

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and to the Provisions of this Act with respect to a future Application to Parliament, the Railways shall be made in the Lines or Course 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, subject to the aforesaid Provisions, it shall be lawful for the Company to enter upon, take, and use such of the said Lands as shall be necessary for the Railways and the Works connected therewith.

20. The Powers of this Act with respect to so much of the Railways as lies West of the Town of *Ellesmere* shall be suspended until the First Day of *September* One thousand eight hundred and sixty-two; and if an Act has then passed to authorize a Deviation of the Railways hereby authorized, or the making of a new Railway, either by the Company or any other Company, in order to give continuous Communication from *Ellesmere to Oswestry, Ruabon, and Shrewsbury*, avoiding as much as possible residential Damage, then the said Powers shall cease and determine: Provided always, that any Bill which may be introduced for accomplishing the Object aforesaid shall contain proper Clauses for securing to any Company whose Railway shall communicate with the Railway of the Company, or the Railway or Railways proposed by such Bill, such full Facilities as may be necessary for the Traffic of any such Company as aforesaid passing or intended to pass thereon, and on the Line by this Act authorized, or any Part thereof.

As to Suspension of Powers of Act with respect to Railways lying West of the Town of Ellesmere.

21. The Company may by Agreement purchase Land adjoining or near to the Railways for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," but the Quantity of Land so to be purchased shall not exceed Ten Acres.

Lands for extraordinary Purposes.

22. 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 after the passing of this Act.

Powers for compulsory Purchases limited.

23. The Railways shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company shall cease, except as to so much of the Railways as shall then be completed.

Period for Completion of Railways.

24. And whereas the Railway No. 1 is to be carried over the Canal of the *Shropshire Union* Railways and Canal Company (herein-after called "the Canal Company"): Therefore, for the Protection of that 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,)

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

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The Railway shall be carried by the Company over the Canal and the Towing-path thereof by means of a good and substantial Bridge of Brick, Stone, and Iron :

The clear Height of the Bridge above the Canal and Towing-path shall be nowhere 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 Canal Company :

The Company shall not, in constructing the Bridge over the Canal, or in any other Case, or for any other Purpose, alter the Line or Level of the said Canal, or obstruct the Navigation of the said Canal, or any Part thereof, or divert any of the Waters 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 also 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 in each Instance the previous Consent in Writing for the Purpose of the Canal 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 Canal Company, save only for the Purpose of carrying the Railway over the Canal and Towing-path by means of the Bridge so to be constructed :

The Company shall at all Times keep the said Bridge and Works in good and substantial Repair.

For prevent-
ing Obstruc-
tions to
Canal.

25. 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 any such Case the Company shall pay to the Canal 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 Canal Company may, at the Costs and Charges of the Company, remove such Obstruction or Impediment, and make good all Damage or Injury to the said

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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 Canal Company may recover the same in any Court of competent Jurisdiction.

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

Saving
Right of
Shropshire
Union Com-
pany.

27. Except as is by this Act specially provided, 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 any of the Lands belonging to the Two Companies, or either of them, or to the *Great Western Railway Company*, or to alter, vary, or interfere with their Railways, or any of the Works thereof, further or otherwise than is necessary for the Construction of the Works by this Act authorized, and the convenient Junction and Intercommunication with the Railways of those Companies, without Consent in Writing in each Case first had and obtained for that Purpose.

Not to take
Lands or in-
terfere with
Works of
other Com-
panies ex-
cept for Pur-
poses autho-
rized.

28. The Company shall construct and maintain a Station, with all suitable Booking Offices and Accommodation, for the Convenience of the Public, at or near the Point where the Railway No. 1 will pass or be carried over the Road numbered 11 in the Parish of *Hanmer* upon the Plans deposited as aforesaid; and the Railway and the Trains thereon shall from Time to Time and at all Times thereafter be so worked by the Company as most effectually to conduce to the daily Convenience of the Public resorting to and using such Station, and as well with respect to Goods as Passengers.

Station to
be con-
structed in
the Parish
of Hanmer.

29. The Company shall construct and maintain a Siding adapted in all respects for the loading, unloading, and removal of Coal, Manure, and Goods of every Description at the Point where the Railway will cross the Road in the Township of *Bronington* in the County of *Flint*, called *Fenn's Lane*, and will at all Times afford to the Public resorting thereto all proper and necessary Facilities in respect of such loading, unloading, and removal as aforesaid of Coal, Manure, and Goods.

Siding to be
made by the
Company at
Fenn's Lane.

30. In the Construction of the Railway No. 1 by this Act authorized through the Farm called *Cornhill Farm* in the Parish of *Hanmer*, belonging to Sir *John Hanmer* Baronet, the Company shall make and maintain such Approaches to the *Cornhill Canal Bridge* as shall be reasonably required by the said Sir *John Hanmer*, his Heirs and Assigns,

As to Works
through the
Estate of
Sir J. Han-
mer, Bart.

for

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for the Service and Use of the Tenants of the said Farm for the Time being, and for the Conveyance of Farming Produce to and from the Homestead of the said Farm; and the Nature and Extent of the Accommodation so to be afforded by the Company shall, in the event of Dispute, be settled by Arbitration, at the Cost of the Company, in manner provided by "The Lands Clauses Consolidation Act, 1845," in Cases of disputed Compensation.

Deposit
Money not
to be repaid
until Line
opened, or
Half the
Capital paid
up and ex-
pended, ex-
cept on Exe-
cution of
Bond, &c.

31. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of the Reign of Her present Majesty, Chapter Twenty, a Sum of Twelve thousand Pounds has been deposited with the Court of Chancery in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum of Twelve thousand Pounds so deposited as aforesaid (and being also Eight Pounds *per Centum* upon the Amount of the Estimate of the Undertaking by this Act authorized 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 limited by this Act for the Completion of the Railways, either open the Railways 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 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 Railways 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 Twelve thousand Pounds, 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 that Sum so deposited 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 Solicitors to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to
Her

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Her Majesty, Her Heirs or Successors, of the Sum so deposited if the Company shall not, within the Time limited for the Completion of the Railways, either open the Railways 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 Solicitors to the said Lords Commissioners, then such Sum of Money, and the Interest or 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 Solicitors 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.

32. The Junctions of the Railways with the *Oswestry and Newtown*, *London and North-western*, and *Great Western* Railways respectively shall be effected by means of Junction Rails and Points of the Construction most approved, and laid in the Manner most approved, and to the Satisfaction of the Engineer of the Company owning the Railway with which the Junction is made.

Junctions with other Railways to be made in manner most approved.

33. The Expense of the Junctions of the Railways with the *Oswestry and Newtown*, *London and North-western*, and *Great Western* Railways respectively, and of all requisite Works for effecting those Junctions respectively, and of all Repairs thereof respectively, shall be paid by the Company; and those Works shall on every Occasion be done in such Manner as not to injure those Railways respectively, and to the Satisfaction of the Engineer of the Company owning the Railway with which any such Junction is made.

Works at Junctions to be done to Satisfaction of the Engineer of the Company.

34. The *Oswestry and Newtown* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction hereby authorized between the Railway and the *Oswestry and Newtown* Railway, and appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to or Inter-

As to Expense of Signals, Watchmen, &c. at Points of Junction with Oswes-

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try and New-
town Rail-
way.

ference with the Traffic at and near the said Junction; and the Working and Management of such Signals and Conveniences, whether on the Land of the *Oswestry and Newtown* Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *Oswestry and Newtown* Railway Company; 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 incident and 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.

As to Ex-
pense of Sig-
nals, Watch-
men, &c. at
Point of
Junction
with London
and North-
western
Railway.

35. The *London and North-western* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction hereby authorized between the Railway and the *Shrewsbury and Crewe* Branch of the *London and North-western* Railway, 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 the Land of the *London and North-western* Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *London and North-western* Railway Company; 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 incident and 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.

As to Ex-
pense of Sig-
nals, Watch-
men, &c. at
Point of
Junction
with Great
Western
Railway.

36. The *Great Western* Railway Company may from Time to Time erect such Signals and Conveniences incident to the Junction hereby authorized between the Railway and the *Shrewsbury and Chester* Line of the *Great Western* Railway, 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 the Land of the *Great Western* Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *Great Western* Railway Company; 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 incident and current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount

of

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of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

37. It shall be lawful for the Company to demand any Tolls for the Tolls.
Use of the Railways not exceeding the following; (that is to say,)

In respect of the Tonnage of all Articles conveyed upon the Railways Tonnage on
or any Part thereof, as follows: Articles of
Merchan-
dise.

For all Coals, Stones for building, pitching, and paving, Dung, Com-
post, and all Sorts of Manure, Lime and Limestone, Clay, Sand,
and all undressed Materials for the Repair of public Roads or
Highways, *per Ton per Mile* not exceeding One Penny; and if con-
veyed in Carriages belonging to the Company an additional Sum
per Ton per Mile of One Halfpenny:

For all Coke, Culm, Charcoal, and Cinders, all Bricks, Tiles, Slates,
Ironstone and Iron Ore, Copper Ore, Lead Ore, Tin Ore, Man-
ganese, and all other Ores and Materials, Pig Iron, Bar Iron, Rod
Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron
and Iron Castings not manufactured into Utensils or other Articles
of Merchandise, *per Ton per Mile* not exceeding One Penny Half-
penny; and if conveyed in Carriages belonging to the Company an
additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware,
Timber and Deals, Copper, Tin, Lead, and other Metals (except
Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* not ex-
ceeding Twopence Halfpenny; and if conveyed in Carriages belong-
ing to the Company, an additional Sum *per Ton per Mile* not
exceeding Three Farthings:

For all Cotton and other Wools, Drugs, manufactured Goods, and all
other Wares, Merchandise, Fish, Articles, Matters, or Things, *per*
Ton per Mile not exceeding Threepence Halfpenny; and if con-
veyed 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,
per Mile not exceeding Sixpence:

And a further Sum of One Penny Halfpenny *per Mile* for every
additional Quarter of a Ton, or fractional Part of a Quarter
of a Ton, which any such Carriage may weigh:

In respect of Passengers and Animals conveyed in Carriages upon the Tolls for
Railways, as follows: Passengers
or Cattle.

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 exceed-
ing One Penny:

For

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For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per* Mile not exceeding Threepence; and for every Ox, Cow, Bull, or Neat Cattle, *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 Calf or Pig, *per* Mile not exceeding One Penny; and for every Sheep, Lamb, or other small Animal, *per* Mile not exceeding Three Farthings; and if conveyed in or upon any Carriage belonging to the Company an additional Sum *per* Mile not exceeding One Farthing.

Tolls for
Propelling
Powers.

38. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railways shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each 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 the
Tolls.

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

For Articles or Persons conveyed on the Railways for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles:

For a Fraction of a Mile beyond Four Miles or beyond any greater Number of Miles the Company may demand Tolls on Animals and Goods for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Numbers 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 Weight, and so in proportion for any smaller Quantity.

Maximum
Rate of
Charge for
Passengers;

40. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the Railways, including the Tolls for the Use of the Railways and of Carriages, and for Locomotive Power,
and

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

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

For every Passenger conveyed in a Second-Class Carriage, the Sum of Twopence *per* Mile :

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny *per* Mile.

41. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rate of Charge to be made by the Company, including the Tolls for the Use of the Railways and Waggon or Trucks, and Locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums :

For any Horse, or other Beast of Draught or Burden before classed with Horses, the Sum of Fivepence *per* Mile :

For every Ox, Cow, Bull, or Neat Cattle, the Sum of Threepence *per* Head *per* Mile :

For every Calf or Pig, One Penny Halfpenny *per* Mile :

For Sheep and small Animals, One Penny Farthing each *per* Mile :

For every Carriage, the Sum of Sixpence *per* Mile :

For Coals, and other Articles herein-before classed therewith, the Sum of Twopence *per* Ton *per* Mile :

For Coke, Ores, Minerals, and other Articles herein-before classed therewith, the Sum of Twopence *per* Ton *per* Mile :

For Sugar, and other Articles herein-before classed therewith, the Sum of Threepence *per* Ton *per* Mile :

For Cotton and other Goods and Articles herein-before classed therewith, the Sum of Fourpence *per* Ton *per* Mile.

42. The Restrictions as to Tolls and Charges to be made for Passengers and Articles herein-before mentioned shall not extend to any Special Train that may be required to run on the Railways, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers or Goods upon the Railways.

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

For the Carriage of small Parcels on the Railways or on any Part thereof, as follows :

For any Parcel not exceeding Seven Pounds in Weight, Sixpence :

For any Parcel exceeding Seven Pounds in Weight, but not exceeding Fourteen Pounds in Weight, Tenpence :

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For

for Cattle,
Goods, &c.

Restriction
as to Charges
not to apply
to Special
Trains.

Tolls for
small Par-
cels and
single Arti-
cles of great
Weight.

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For any Parcel exceeding Fourteen Pounds in Weight, but not exceeding Twenty-eight Pounds in Weight, One Shilling :

For any Parcel exceeding Twenty-eight Pounds in Weight, but not exceeding Fifty-six Pounds in Weight, One Shilling and Sixpence :

For any Parcel exceeding Fifty-six Pounds in Weight, but not exceeding One hundred and twelve Pounds in Weight, Two Shillings and Sixpence :

And for Parcels exceeding One hundred and twelve Pounds in Weight, but 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 such Term shall apply only to single Parcels in separate Packages :

For the Carriage of any One Boiler, Cylinder, Bob, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall 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, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Company to take increased Charges by Agreement.

44. Nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges hereinbefore limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of 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 other special Service performed by the Company in relation to such Goods.

Passengers Luggage.

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

Power for Oswestry and Newtown Company to contribute.

46. The *Oswestry and Newtown Railway Company* from Time to Time may subscribe for or take and hold Shares of the Capital, or otherwise contribute towards the Funds of the Company, not exceeding Thirty thousand Pounds.

47. The

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47. The *London and North-western* Railway Company from Time to Time may subscribe for or take and hold Shares of the Capital, or otherwise contribute towards the Funds of the Company, to any Extent not exceeding Thirty thousand Pounds.
48. For the Purposes of any Contribution by either of the Two Companies towards the Funds of the Company, the contributing Company may apply any Moneys now or hereafter belonging to them or under their Control, and which are not by any Act or Acts relating to them respectively expressly appropriated for any particular Purpose, or which, if so appropriated, are not required for that Purpose, and may raise any Moneys by the Creation and Issue of new Shares or Stock, either ordinary or preferential, but, if preferential, the Dividend thereon not to exceed the Rate of Five Pounds *per Centum per Annum*.
49. The Preferential Dividend, if any, to be paid by any of the contributing Companies on any Shares which they respectively are by this Act authorized to create shall be payable half-yearly out of the Profits of every Year applicable for the Payment of Dividends, and in priority to the Dividend on the Ordinary Shares; but if and whenever the Profits of any Year ending with the Thirty-first Day of *December* applicable for the Payment of Dividends on the Shares of the contributing Company or Companies, as the Case may be, are insufficient for the Payment in full of the Preferential Dividend thereon for that Year, the Deficiency shall not be paid or payable wholly or in part out of the Profits of any subsequent Year, or out of any other Funds of the Company which created such Shares.
50. The Certificates issued for such Preferential Shares shall distinctly express upon the Face of them the Conditions upon which the same are issued.
51. No Contribution towards the Funds of the Company shall be made, nor shall any Share or Stock be created for the Purpose, by either of the Two Companies, without in every Case the Sanction of at least Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at a General Meeting specially convened for the Purpose.
52. Provided always, that any Preference or Priority in the Payment of Interest or Dividend granted by any of the Two Companies with respect to any new Shares or Stock created by them respectively in pursuance of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock previously granted by them respectively by, or in pursuance of, or confirmed by any Act of Parliament passed before this Act or in the present

Power for
London and
North-
western
Company to
contribute.

Power for
contributing
Company to
raise and
apply
Monies for
such Contri-
butions.

Payment of
Preferential
Dividends by
contributing
Company.

Certificates
of Shares
to express
Conditions
of Issue.

Sanction of
Shareholders
for Contri-
bution by
such Com-
panies.

Saving
Rights of
existing
Preferential
Shares.

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present Session of Parliament, or otherwise from Time to Time lawfully subsisting.

Nominees of contributing Companies to vote at Meetings of Company.

53. Either of the contributing Companies holding Shares in the Capital of the Company may from Time to Time appoint any Person, whether or not a Shareholder of the Company, to vote on behalf of the appointing Company at General Meetings of the Company, and from Time to Time may revoke any such Appointment, and appoint another Person in that Behalf; and the Person so from Time to Time appointed shall, during his Appointment, and in respect of the Shares so from Time to Time held by the appointing Company, be entitled to be present and to take part in the Discussions, and to vote at all General Meetings of the Company, as if he were the Holder in his own Right of those Shares.

Instruments of Appointment and Revocation of Nominees.

54. Every Instrument of Appointment or Revocation of a Person to vote at Meetings of the Company shall be respectively in Writing under the Hand of the Chairman of the appointing Company; and the respective Instruments shall be delivered by the appointing Company to the Company or their Secretary, and shall be kept by the Company with their Records, and shall at all reasonable Times be open to the Inspection and Transcription of all Persons interested.

Validity of such Instruments and Acts thereunder.

55. Until the contrary be shown, every Instrument purporting to be the Instrument of any such Appointment or Revocation, and under the Hand of the Chairman of the appointing Company, and without Proof of the Appointment or Revocation respectively having been duly authorized by the appointing Company, or of any other Matter, except the Signature thereto, shall be Evidence of the Appointment or Revocation respectively purporting to be thereby made: Provided always, that, notwithstanding it be afterwards discovered that there was some Defect in the Appointment of a Person to vote on behalf of the appointing Company, all his Votes on behalf of the appointing Company, and all Proceedings consequent thereon or relating thereto, shall be valid as if the respective Person had been duly appointed.

Appointing Company to give Notice to Company of Appointment, &c. of No m

56. The Secretary of the appointing Company shall give Notice in Writing, to be sent by Post to or delivered at the principal Office of the Company, of every Appointment or Revocation of any Person from Time to Time appointed to vote on behalf of the appointing Company at General Meetings of the Company; and every such Notice shall be so given as soon as conveniently may be after the Event therein certified has occurred; and, until the contrary be shown, every such Notice shall, as between the Company and the appointing Company, be Evidence of the Fact thereby certified.

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57. The Purposes for which Agreements may from Time to Time be entered into between the Company on the one hand, and the Two Companies, or either of them, on the other hand, shall include the following Purposes; (that is to say,)

Purposes for which the Agreements may be made.

First, the working by the Two Companies, or either of them, with their Engines and Carriages, of the Traffic on the Railways, or any Part thereof:

Secondly, the Interchange of Traffic between the Railways of the Company and the Railways of the Two Companies, or either of them respectively:

Thirdly, the forwarding of Traffic on the Railways of the Company and the Railways of the Two Companies respectively:

Fourthly, the Division and Apportionment between the Company and either of the Two Companies respectively of the Tolls, Fares, Rates, Charges, and Profits arising from such Traffic:

Fifthly, the Appointment and Regulation of any Joint Committee of Directors of the Company and Directors of the Two Companies, or either of those Companies, for the Management of the Railways of the Company:

Sixthly, the renewing or modifying of any Agreements so entered into.

58. No such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized to demand and receive from any Person or any other Company; but all other Persons and Companies shall notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates, on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges, as they would be if the Agreement were not made.

Restrictions on Agreements between Companies.

59. No Agreement which shall hereafter be entered into for any of those Purposes, nor any Modification of any such Agreement, shall, so far as the Terms and Conditions thereof are not authorized by "The Railways Clauses Consolidation Act, 1845," or by any other General Statute or Law from Time to Time in force with respect to the Companies Parties to the Agreement, have any Operation unless and until it be sanctioned by not less than Three Fifths of the Votes of the Shareholders of every Company Party thereto present, personally or by Proxy, at a General Meeting of the respective Company specially convened for the Purpose.

Sanction of Shareholders of Agreements.

60. Every Special Meeting for the Purpose of considering any Agreement under this Act shall be called by Circular addressed to each

How Meetings are to be called.

[Local.]

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Shareholder

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Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders, and also by Advertisement inserted once in each of Two consecutive Weeks in a Newspaper published in the County of *Salop*, and the last of such Advertisements shall be published not less than Seven Days before such Meeting.

Approval of
Board of
Trade.

61. No such Agreement shall have any Operation until it be approved by the Board of Trade, and the Board of Trade shall not approve any such Agreement without being satisfied of its having received such Sanction of Shareholders as is by this Act required.

Agreements
between
Companies
may be modi-
fied by
Board of
Trade.

62. Provided always, That at the Expiration of the first or any subsequent Period of Ten Years after the making of any such Agreement, or of any Modification of any such Agreement, the Board of Trade may, if they think fit, cause the same to be revised, and the Board of Trade shall have Power to modify the Agreement in such Manner as the Board may think necessary, and to declare the Modification made by them to be Part of such Agreement, and the same shall be read and take effect accordingly.

Joint Com-
mittee for
Purposes of
Agreements.

63. The Companies Parties to any such Agreement may, in accordance therewith and for the Purposes thereof, appoint a Joint Committee, composed of such Number of the Directors of those Companies respectively as those Companies think proper, and from Time to Time may alter, vary, and renew the Joint Committee as Occasion requires, and may regulate the Proceedings of the Joint Committee, and may delegate to the Joint Committee all such Powers as those Companies respectively think necessary for carrying into effect the Purposes of the Agreement; and every Joint Committee so appointed shall have and may exercise the Powers so from Time to Time delegated to them, in like Manner as those Powers might be had and exercised by those Companies respectively, or their respective Directors.

Public No-
tice to be
given of In-
tention to
enter into or
alter any
such Agree-
ment.

64. Before the said Companies shall enter into any such Agreement as aforesaid they shall give Notice of their Intention to enter into such Agreement, in a Form to be approved by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper or Newspapers published or circulating in the County of *Salop*; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade.

For facili-
tating Traffic
between

65. Whereas the Railway by this Act authorized effects a Junction with the *Crewe and Shrewsbury* Line of the *London and North-western*

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western Railway Company at or near *Whitchurch*, and it is expedient that Provision should be made for securing the due working of the Railway so as to admit of the convenient Interchange of Traffic at such Point of Junction: Therefore, as respects the Railway of the Company between *Whitchurch* and *Oswestry*, and the Stations of the Company at *Oswestry* and intermediate Places between *Oswestry* and *Whitchurch*, and in consideration of the reciprocal Powers hereby granted to the Company, the *London and North-western* Railway Company shall, for the Purposes of all Traffic whatever, whether Passengers, Cattle, Goods, Minerals, or other Things, to or from *Oswestry* and such intermediate Places respectively, from Time to Time, and at all Times hereafter, have the Right to book and invoice through over the Railway of the Company all such Traffic intended to pass to or from any Place on the Line of the *London and North-western* Railway Company from which the Line of the Company, in conjunction with that of the *London and North-western* Railway Company, forms the shortest Railway Route; and the Company shall, for and in respect of all such Traffic, at all Times afford to and for the *London and North-western* Railway Company all needful Accommodations, Facilities, and Conveniences at, on, and over the Lines and Stations of the Company by the Trains of the Company, Through Booking, Through Rates, Through Waggons, and Carriages, and shall at all Times and in all respects conduct, forward, carry on, and accommodate all such Traffic on equal Terms with as well as if it were their own proper Traffic, and the Charge to the *London and North-western* Railway Company shall in no Case exceed the Mileage Proportion of the Through Rates in respect of such Traffic after Deduction of the usual Clearing-house terminal Charges on Goods, and Government Duty on Passengers: Provided always, that the Rates and Charges shall be calculated as if the Traffic passed over the shortest Distance that the Lines of the Company and the *London and North-western* Railway Company in connexion would give, and out of such Charges the Company shall receive its full Mileage Proportion of the Distance which the Traffic passing over their Railway has actually traversed; and it shall be lawful for the *London and North-western* Railway Company, if they think fit, from Time to Time to have and employ at all or any of the Places and Stations aforesaid their own booking and invoicing Clerks, and carting and other Agents; and the Company shall provide all proper and needful Accommodations as before stipulated: And as respects the Railway of the *London and North-western* Railway Company between *Whitchurch* and *Crewe*, and the Stations of that Company at *Whitchurch* and *Crewe*, and Places intermediate between *Whitchurch* and *Crewe*, the Company shall have the same Rights, Powers, and Privileges in all respects as are hereby granted to the *London and North-western* Railway Company as respects the Railway and the before-mentioned Traffic and Stations of the Company: If
any

Railway and
London and
North-west-
ern Railway.

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any Dispute shall at any Time arise between the Company and the *London and North-western Railway 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 the foregoing Provision 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 Arbitrator shall be defrayed as the Arbitrator shall direct; and either 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.

If Railway worked continuously with *London and North-western*, only One Short Distance Charge to be made.

66. If the Railway shall be worked continuously with the *London and North-western Railway* under the Powers to that Effect hereinbefore contained, Articles or Persons conveyed continuously for a less Distance than Four Miles upon the Railway and the *London and North-western Railway* shall only be charged once as for Four entire Miles, in the same Manner as if the *London and North-western Railway* had formed Part of the Railway hereby authorized, anything in the Acts relating to the *London and North-western Railway* to the contrary notwithstanding.

To facilitate the Transmission of Traffic to or from the *Great Western Railway* from or to the Railways of the Company.

67. In order to facilitate, as far as may be practicable, the Transmission of Traffic coming to or from the *Great Western Railway* from or to any Place or Places on the Railways of the Company, and to provide against any undue Interruption or Delay in the Passage of such Traffic to its Destination, the Company shall and they are hereby required to afford at all Times such reasonable and proper Facilities and Accommodation upon their Railways, and at the several Stations thereon, and to perform such Services in the Transmission of such Traffic, as shall effectually secure the Objects last aforesaid; and the Company shall make such Arrangements for booking at their several Stations of all Descriptions (including the Station at *Whitchurch* of the *London and North-western Railway*) of Traffic which may be offered thereat for Transmission to any Part of the Railways for the Time being of the *Great Western Railway Company* as shall be necessary for the Convenience of such Traffic, and for the due and punctual Transmission thereof, and it shall be lawful for the *Great Western Railway Company*, if they think fit, from Time to Time to have and employ at all or any of the Places and Stations aforesaid their own booking and invoicing Clerks,
and

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and carting and other Agents; and the Company shall account from Time to Time to the *Great Western Railway Company* for such Proportion of the Sums received by the Company at their Stations in respect of such Traffic as the *Great Western Railway Company* may be entitled to receive in respect of the Passage of such Traffic over the Railways of the *Great Western Railway Company*, or any of them; and the Company shall also, if required by the *Great Western Railway Company*, carry on such Traffic as last aforesaid in Carriages and Trucks of the same Gauge belonging to or to be supplied by the *Great Western Railway Company*, so that no Change of Carriage or Truck shall be required in the Transmission of any Traffic to or from any Part of the Lines for the Time being belonging to the *Great Western Railway Company* from or to any Part of the Railways belonging to the Company; and the Rates of Charge at which the said several Services shall be performed and Accommodation afforded by the Company, as well as the Nature and Extent and Mode of Performance of such Services, and the Nature and Extent of the Accommodation to be afforded by the Company as aforesaid, and all Matters of Detail and Arrangement connected therewith, shall, in case of Difference at any Time between the *Great Western Railway Company* and the Company in reference to the Matters aforesaid or any of them, be settled by the Board of Trade, or by an Arbitrator to be appointed by that Board, and that Board shall have Power to affix from Time to Time such Penalties, not exceeding One hundred Pounds for any One Offence, for the Non-performance or Non-observance of any Rules or Regulations which they may require to be adopted for giving Effect to the Provisions herein-before contained as to them may seem meet; and such Penalties may be recovered as any other Penalties may be recovered under the Provisions of "The Railway Clauses Consolidation Act, 1845," it being the true Intent and Meaning of this Act that the Traffic passing from or intended to pass to any Part of the Railways for the Time being of the *Great Western Railway Company* to or from the Railways or Stations of the Company shall be accommodated by such last-mentioned Company, and transmitted upon their Railways with all such and the same Facilities as they would or might afford to such Traffic if intended to pass exclusively on their Railways.

68. This Act, or anything therein, shall not exempt the Railways to which this Act relates 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 the Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this Act authorized, or of the Rates for small Parcels thereby authorized.

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

[Local.]

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69. All

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Expenses of
Act.

63. All the 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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