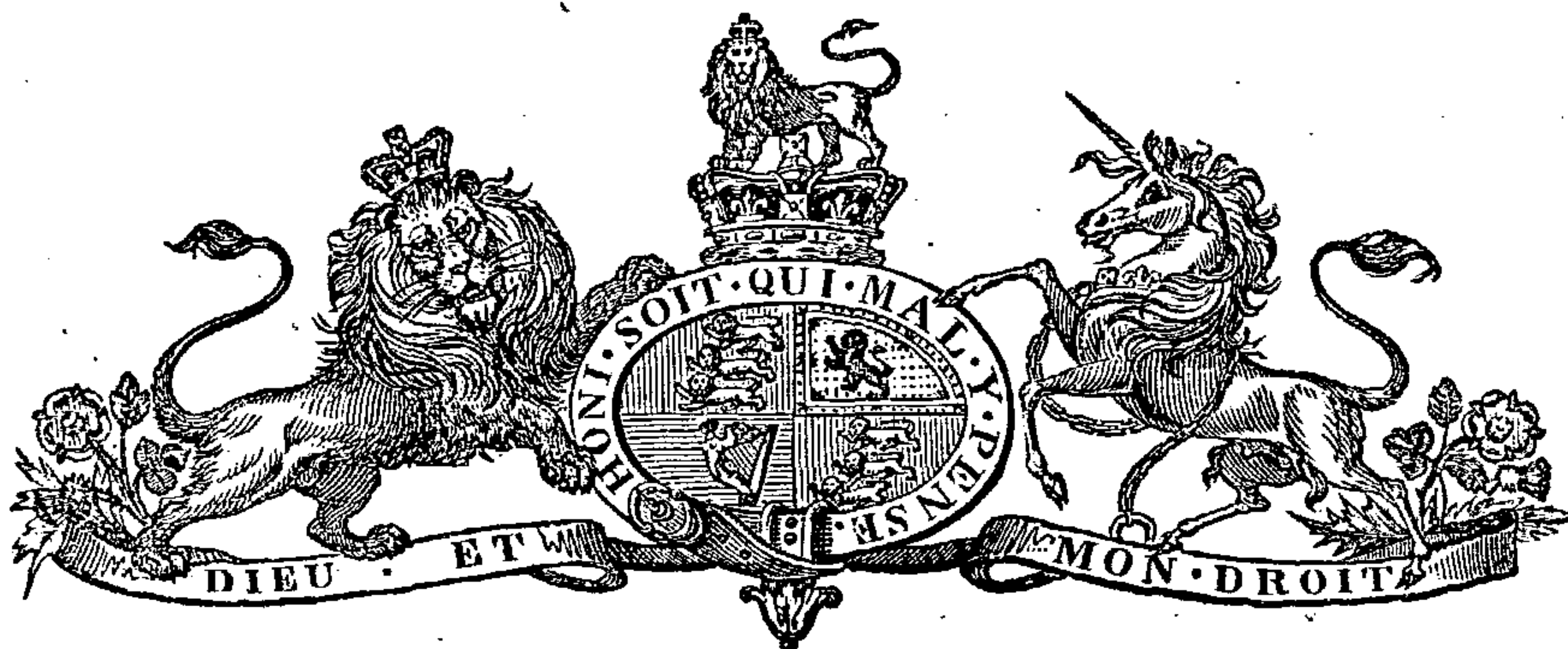




ANNO DECIMO QUARTO & DECIMO QUINTO

# VICTORIÆ REGINÆ.

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## Cap. lxxi.

An Act for making a Railway from *Warrington* to *Altrincham*, with a Branch to join the *Birkenhead, Lancashire, and Cheshire Junction* Railway at *Lower Walton*, to be called the *Warrington and Altrincham Junction* Railway ; and for other Purposes. [3d July 1851.]

**W**HEREAS the making of a Railway from or near to the Town of *Warrington* in the County of *Lancaster*, to join the *Manchester South Junction and Altrincham* Railway near to the Town of *Altrincham* in the County of *Chester*, with a Branch also to join the *Birkenhead, Lancashire, and Cheshire Junction* Railway in the Parish or Township of *Lower Walton* otherwise *Nether Walton* otherwise *Walton Inferior* in the said County of *Chester*, would be of great public Advantage : And whereas the Persons herein-after named, with others, are willing, at their own Expense, to carry such Undertaking into execution ; but the same 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

[Local.] 12 B of



*The Warrington and Altrincham Junction Railway Act, 1851.*

of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

Provisions of  
8 & 9 Vict.  
cc. 16. 18. &  
20. incorpo-  
rated with  
this Act.

I. That the Provisions of "The Companies Clauses Consolidation Act, 1845," of "The Lands Clauses Consolidation Act, 1845," and of "The Railways Clauses Consolidation Act, 1845," so far as the same are not modified by or inconsistent with the Provisions herein-after contained, shall be incorporated with and form Part of this Act.

Short Title.

II. That in citing this Act in other Acts of Parliament, and in legal Documents of every Description, it shall be sufficient to use the Expression "The *Warrington and Altrincham Junction Railway Act, 1851.*"

Subscribers  
incorporated.

III. That *Gilbert Greenall, Charles Holland, Henry Winch, William Wardell, William Charles Fosbery, David Harrison, John Jones, and William Field*, 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 a Railway from or near the Town of *Warrington* in the County of *Lancaster* to join the *Manchester South Junction and Altrincham Railway* near to the Town of *Altrincham* in the County of *Chester*, with a Branch Railway also to join the *Birkenhead, Lancashire, and Cheshire Junction Railway* in the Parish or Township of *Lower Walton* otherwise *Nether Walton* otherwise *Walton Inferior* in the said County of *Chester*, with proper Works and Conveniences connected therewith, according to the Provisions of the said recited Acts and of this Act, and for other the Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Warrington and Altrincham Junction Railway Company*," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purpose of the Undertaking, subject to the Restrictions herein and in the said recited Acts contained.

Capital.

IV. And whereas the estimated Expense of the Undertaking is One hundred and eighty thousand Pounds: Be it enacted, That the Capital of the Company shall be One hundred and eighty thousand Pounds.

Number and  
Amount of  
Shares.

V. That the Number of Shares into which the Capital shall be divided shall be Eighteen thousand, and the Amount of each Share shall be Ten Pounds.

VI. That



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VI. That One Fourth of a Share shall be the greatest Amount of Calls. any One Call which the Company may make on the Shareholders, and Three Months at least shall be the Interval between successive Calls, and the aggregate Amount of Calls in any One Year shall not exceed One Half of a Share.

VII. That it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Railway Company 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 the 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 said 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 of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Interest not  
to be paid on  
Calls paid up.

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

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

IX. That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Sixty thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of One hundred and eighty thousand Pounds shall have been subscribed for, and One Half thereof shall have been paid up.

Power to  
borrow  
Money on  
Mortgage.

X. That the Monies hereby authorized to be raised by Shares, Mortgage, or Bond shall be applied only in carrying into execution the Objects and Purposes of this Act.

Application  
of Monies  
raised.

XI. That the First Ordinary Meeting of the Company shall be held within Eight Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly on the First Day of *February* and the First Day of *August*, or within One Month before or after those Days respectively.

First and  
other Meet-  
ings.

XII. That



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Directors.

XII. That the Number of Directors shall be Eight, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Undertaking.

Power to  
reduce the  
Number of  
Directors.

XIII. That it shall be lawful for the Company to reduce the Number of Directors, provided that the reduced Number be not less than Five.

First Directors.

XIV. That *Gilbert Greenall, Charles Holland, Henry Winch, William Wardell, William Charles Fosbery, David Harrison, John Jones, and William Field* shall be the First Directors of the Company.

Election of  
Directors at  
First Ordinary Meeting.

XV. That 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.

Subsequent  
Election of  
Directors.

XVI. That at the First Ordinary Meeting to be held in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of Directors then retiring from Office, agreeably to the Provisions in the said "Companies Clauses Consolidation Act" contained; and the several Persons elected at any such Meeting, being neither removed or disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said "Companies Clauses Consolidation Act."

Quorum of Directors.

XVII. That the Quorum of a Meeting of Directors shall be Three.

Committees of Directors.

XVIII. That the Number of Directors of which the Committees appointed by the Directors shall consist shall be not less than Three nor more than Four, and the Quorum of such Committee shall be Two.

Advertisements.

XIX. That the Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be a Newspaper published in the Counties of *Lancaster* or *Chester*.

XX. And



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XX. And whereas Plans and Sections of the Railway, and also of the Branch herein-after described, showing the Lines and Levels thereof respectively, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers of the Lands through which the same respectively are intended to pass, have been deposited with the respective Clerks of the Peace of the Counties of *Lancaster* and *Chester*: Be it enacted, That, subject to the Provisions in this and the said recited Acts contained, it shall be lawful for the said Company to make and maintain the said Railway and Branch in the Lines and upon the Lands delineated on the said Plans and described in the said Books of Reference, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

Power to  
make Rail-  
way accord-  
ing to de-  
posited  
Plans.

XXI. That the said Railway shall commence in the Parish of *Warrington* in the County of *Lancaster*, and shall terminate by a Junction with the *Manchester South Junction and Altrincham* Railway in the Township of *Timperley* in the Parish of *Bowden* in the County of *Chester*; and the said Branch Railway shall commence from and out of the last-mentioned intended Railway in the Parish of *Latchford* in the said County of *Chester*, and shall terminate by a Junction with the Line of the said *Birkenhead, Lancashire, and Cheshire Junction* Railway in the said Township of *Lower Walton* otherwise *Nether Walton* otherwise *Walton Inferior*.

Line of  
Railway.

XXII. That, subject to the Provisions of the said "Railways Clauses Consolidation Act, 1845," it shall be lawful for the said Company to carry the said Railway across and on the Level of the several Roads numbered on the Plans deposited as aforesaid as follows; (that is to say,)

Certain  
Roads may  
be crossed on  
the Level.

The Roads numbered 15, 59, 64, 73, 81 a, 89, 97, and 131 respectively in the Township of *Latchford*:

The Road numbered 117 in the Township of *Grappenhall*:

The Roads numbered 30, 51, 84, 107, and 115 respectively in the Township of *Lymm*:

The Roads numbered 12 a, 25, and 103 respectively in the Township of *Dunham Massey*:

The Road numbered 194 in the Township of *Timperley*:

The Road numbered 11 in the Township of *Hull* and *Appleton*:

The Roads numbered 57 and 59 respectively in the Township of *Lower Walton*.

XXIII. That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Points where the said Railway crosses the

Company to  
erect a Sta-  
tion or Lodge  
at Points of

[Local.]

12 C

before-



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crossing, and  
abide by  
Rules, &c. of  
Commission-  
ers of Rail-  
ways.

before-mentioned Roads on the Level; and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Commissioners of Railways; and if the said Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Commission-  
ers of Rail-  
ways, may  
require  
Bridges in-  
stead of level  
Crossings.

XXIV. Provided always, That it shall be lawful for the Commissioners of Railways, if it shall appear to them necessary for the Public Safety, at any Time, either before or after the Works hereby authorized to be made, or any of them, shall have been completed, and opened for public Traffic, to require the Company, within such Time as the said Commissioners shall direct, and at the Expense of the Company, to carry any or either of the herein-before mentioned Roads either under or over the Railway by means of a Bridge or Arch instead of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Commissioners the best adapted for removing or diminishing the Danger arising from any such level Crossing; and if any of such Works shall be required by the said Commissioners before the Railway shall be completed, then the Railway shall not be opened for the Use of the Public until such Works shall have been executed and completed, as directed by the Commissioners; and if any of such Works shall be required by the said Commissioners after the Railway shall have been completed, then such Works shall be executed by the Company within such Time as shall be directed by the said Commissioners.

At level  
Crossing of  
Wilderspool  
Causeway,  
Gates to be  
kept closed  
across the  
Railway.

XXV. Provided always, That at the level Crossing of the said Road along *Wilderspool Causeway*, numbered 15 in the Parish of *Latchford*, the Gates to be erected by the Company across such Road shall be kept closed across the Railway on each Side of such Road, instead of across the Road on each Side of the Railway; and such Gates shall be so kept constantly closed across the Railway, except when Engines or Carriages passing along the Railway shall have Occasion to cross such Road, in the same Manner and under the like Penalty as by the Forty-seventh Section of "The Railways Clauses Consolidation Act, 1845," is provided with respect to the Gates to be kept closed across Roads crossed on the Level by the Railway.

XXVI. That



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XXVI. That it shall not be lawful for the Company, or for any Person employed by them or using their Railway, to permit any Engine, Carriage, Truck, or other Thing to remain upon that Part of the said Railway which crosses *Wilderspool Causeway* at *Warrington*; and if the said Company, or any of their Officers or Servants, or any such other Person, shall offend in this respect, the said Company shall for every such Offence forfeit the Sum of Five Pounds.

To prevent  
Obstruction  
of Wilders-  
pool Cause-  
way.

XXVII. That the Passenger Station at *Warrington* shall be constructed by the Company either on the Right or the Left Bank of the River *Mersey* as shall be required by the Justices of the Peace of the County of *Chester* assembled in Quarter Sessions, or at any Adjournment thereof, the Site required by the said Justices being on Lands which the Company are by this Act authorized to purchase for the Purposes thereof.

Prescribing  
the Site of  
the Station at  
*Warrington*.

XXVIII. That within Six Months after the passing of this Act the Company shall lay before the Justices of the Peace for the County of *Chester* assembled in Quarter Sessions or at an Adjournment thereof a Plan of the intended Station at *Warrington*, showing the Site of the Station, and of the Platforms for the Arrival and Departure of Passengers; and the Company shall, in the fixing of such Site, and in the Construction and Arrangement of the said Station and the Works connected therewith, and afterwards in the Management thereof, observe and abide by such Directions as the said Justices shall give with respect to the Position of the said Station and Platforms, and the Accommodation of the Passengers resorting to the said Station, and the Signals to be given of the Arrival and Departure of Trains, and the other Precautions to be taken by the Company for the Protection of the Public using the Road so crossed by the said Railway: Provided nevertheless, that the said Directions, so far as they relate to the Site and Construction or Arrangement of the said Station, shall be given within Three Months after the Plan shall be submitted to the said Justices, and that the said Platform shall not be at a greater Distance than One hundred and fifty Yards from the *Wilderspool Causeway*.

Plans of Sta-  
tion at War-  
rington to be  
submitted to  
Approval of  
Justices.

XXIX. Provided always, That if any Dispute shall arise between the Company and the said Justices assembled in Quarter Sessions or at any Adjournment thereof, concerning any of the Matters provided for in the preceding Section, except as to the Site of the said Station and Platforms, the same shall be referred to the Commissioners of Railways, whose Determination shall be final thereon, and shall be observed by the Company, and the Powers by this Act and the Acts incorporated herewith granted for constructing the

Disputes as  
to Erection  
of Station,  
&c. to be  
settled by  
Railway  
Commis-  
sioners.



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the said Station and Platforms at *Warrington* shall be exercised by the Company only in accordance with such Directions as aforesaid of the said Justices, or of the said Railway Commissioners in any Case of Difference hereby authorized to be referred to them; and if in any of the Cases provided for by the said Section, except as to the Site of the said Station and Platforms, the Company shall not observe the Directions of the said Justices, or of the said Commissioners in case of Difference, the Company shall for every such Default be subject to a Penalty not exceeding Fifty Pounds, and to a further Penalty not exceeding Twenty Pounds for every Day during which such Default shall be continued.

To preserve  
Drainage  
near War-  
rington.

XXX. That the Company shall, in the Construction of their Railway in the Township of *Latchford*, leave and for ever afterwards maintain beneath the said Railway such Openings or Arches as shall afford a clear Waterway fully equal in Dimensions to the Waterway now left under *Wilderspool Causeway*, and such Openings or Arches shall be constructed to the Satisfaction of the Bridge Master for the Time being of the County of *Chester*: Provided always, that if any Difference of Opinion shall arise between the Engineer of the Company and the said Bridge Master as to the Position or Construction or Number or Dimensions of the said Openings, the Matter shall be referred to the Bridge Master for the Time being of the Hundred of *West Derby* in *Lancashire*, whose Determination thereon shall be final, and the said Openings shall be constructed and maintained as directed by such Bridge Master.

Company to  
make good  
Damage to  
Causeway  
occasioned  
by Flood  
Waters  
being im-  
peded by the  
Railway Em-  
bankment.

XXXI. That if the said Causeway called *Wilderspool Causeway*, or the Causeway in the said Township of *Latchford* called *Latchford Causeway*, shall be in any Manner damaged or injured by reason or in consequence of the Waters of the River *Mersey* in the Time of Floods being dammed up, or the usual Flow of such Waters impeded or the Currents thereof altered, by or by reason of the Obstruction offered to the said Flood Waters by the Embankment of the said Railway in the said Parish of *Latchford*, then and in every such Case, and from Time to Time, when and so often as the same shall be necessary, the Company shall, at their own Expense, execute all such Works, for the Purpose of repairing and making good any such Damage or Injury, as the Bridge Master for the Time being of the County of *Chester* shall from Time to Time think necessary for making good such Damage or Injury to the said Causeways or either of them; and if any Difference shall arise between the said Bridge Master and the Engineer for the Time being of the Company, as to the Nature or Extent or as to the Execution of such Works, the Matter in difference shall be referred to the Bridge Master for the Time being of the said



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Hundred of *West Derby*, whose Determination thereon shall be final; and such Works shall be constructed to such Extent and in such Manner as shall be directed by such Bridge Master.

XXXII. That the Bridges to be erected by the Railway Company for the Purpose of carrying the said Railway over the River *Mersey*, the Canal of the Company of Proprietors of the *Mersey and Irwell* Navigation in the County of *Chester*, and the *Bridgewater* Canal, respectively, shall be built under the following Conditions; that is to say,

Regulating  
the Con-  
struction of  
Bridges over  
the River  
*Mersey*, the  
*Mersey and*  
*Irwell* Navi-  
gation, and  
the *Bridge-*  
*water* Canal.

The Abutments or Piers of the Bridge over the River *Mersey* at or near *Warrington*, and also of the Bridge over the Canal belonging to the Company of Proprietors of the *Mersey and Irwell* Navigation at the Point where the said Railway crosses the said Canal in the Township of *Latchford*, shall be set in a Direction parallel with the Stream or Course of the said River and Canal respectively, and the Distance between the said Piers and Abutments shall not be less than Fifty Feet respectively, measured at Right Angles thereto, and shall in each Case leave a clear and available Space of Forty-two Feet Six Inches in Width at the least for Waterway, and Seven Feet Six Inches, respectively measured at Right Angles, for Towing-path, and that the Abutments or Piers of the Bridge over the Canal belonging to the said *Mersey and Irwell* Navigation, and of the Eastwardly Arch or Platform of the Bridge over the *Mersey*, shall be constructed so as to adapt and render them applicable to Bridges to be opened by Swivel or other Motion, and in such a Manner as at all Times to afford a clear and continuous Headway over the River or Canal and Towing-paths of the respective Heights next herein-after mentioned, and the under Side of the whole of the Arches of the Bridge across the River *Mersey* and of the Arch of the Bridge across the said Canal respectively shall, in the Case of the former Bridge, be not less than Thirty Feet above the *Old Dock Sill* in *Liverpool*, or Nine Feet above the Level of the Water in the River as shown in the deposited Plan, with a continuous level Headway, and in the Case of the latter Bridge shall be of such a Height as to afford a clear and continuous Headway of Fifteen Feet above the present Level of the Water in the said Canal for the whole Width of the Canal and Towing-path as before defined.

The Bridge over the *Bridgewater* Canal near *Broadheath* Bridge in the Township of *Altrincham* shall be of One Arch, and the Abutments or Piers thereof shall be set parallel with the Course or Direction of the said last-mentioned Canal, and the Distance

[*Local.*]

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between



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between the same shall be Ninety Feet, measured in the Direction of the Span, and Forty-two Feet at the least, measured at Right Angles, between the Abutments or Piers, and the said last-mentioned Bridge shall be so constructed with horizontal or flat Girders as to leave a clear and continuous Headway from One Abutment or Pier thereof to the other of Twelve Feet at the least above the ordinary Surface Level of the Water of the said last-mentioned Canal.

Reserving  
Power to  
alter Bridges.

XXXIII. That in the event of its being determined to alter or improve the Navigation belonging to the said Company of Proprietors, so as to admit of the Passage along the same of Vessels of such Size as cannot conveniently pass under such Bridges, and the said Company of Proprietors shall at any Time or Times hereafter determine, for facilitating the Passage of such Vessels along such Line of Navigation, to alter the existing fixed Bridge at *Warrington*, and other the Bridges over the Line of their said Navigation respectively, or such of the same Bridge or Bridges respectively as shall require Alteration, and as shall be at the Time under the Control of the said Company of Proprietors, the said Railway Company shall and they are hereby required, within Three Calendar Months after Notice served upon them in Writing by the said Company of Proprietors of their Desire to have such fixed Bridges respectively or either of them converted into opening Bridges, to commence and with all reasonable Diligence complete the Conversion, at their own Expense, of the Bridge to be erected by them over the said Navigation, and the Eastwardly Arch or Platform of the Bridge over the River *Mersey*, or such of them as may be required for such Improvement of the said Navigation, and shall be specified in the said Notice, so as to open, by means of a Swivel or other Motion, and to leave when open a clear and available Space of Forty-two Feet Six Inches in Width for Waterway, and Seven Feet Six Inches in Width, respectively measured at Right Angles, for Towing-path, which Bridges, when constructed, shall at all Times thereafter be maintained and repaired, and worked and used, for the Purposes of the said Navigation, at the Expense of the said Railway Company, and under proper Regulations to be from Time to Time mutually agreed upon by the last-mentioned Company and the said Company of Proprietors respectively, or, if they cannot agree upon such Regulations for the Protection of the Traffic as well of the said Navigation as of the said Railway, and for the Public Safety, so as not to offer any unnecessary Obstruction to the Passage of Vessels along the said Navigations or of the Traffic along the Railway, as shall be from Time to Time determined by the Commissioners of Railways.

XXXIV. Whereas



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XXXIV. Whereas the said Company of Proprietors of the *Mersey and Irwell* Navigation are the Owners of certain Lands in the Township of *Hull* and *Appleton* in the Parish of *Great Budworth*, lying between the Canal belonging to the said Company of Proprietors and the *Bridgewater* Canal, and it is intended to form a Junction or Communication, in the Manner herein-after mentioned, between the said Two several Canals, for the Transmission from One to the other of Vessels navigating the same : And whereas the Level of the *Bridgewater* Canal at the Place last aforesaid is considerably higher than the Level of the Canal belonging to the said Company of Proprietors, in consequence whereof it is proposed and intended that the said Junction shall be made by means of an Inclined Plane from the *Bridgewater* Canal at *Stockton Heath* to the Canal belonging to the said Company of Proprietors at or near to a Place usually called *Tom Paine's Bridge*, and that Vessels navigating the said Canals shall be transmitted along the said Inclined Plane in suitable Cradles, to be moved and worked by Machinery and Steam Power : And whereas the Branch of the said intended Railway to join the *Birkenhead, Lancashire, and Cheshire Junction* Railway crosses the Line of the said contemplated Junction between the said Canals at or near the said Place usually called *Tom Paine's Bridge*, and in the Field numbered 14 in the said Township of *Hull* and *Appleton*, on the deposited Plans of the said Railway, and it is proposed to make and form the said Branch Railway at such a Level and in such a Manner as it is considered will materially interfere with the intended Mode of forming the said Junction between the said Canals, and cause the said Inclined Plane to have a much steeper Gradient than it otherwise would have had, whereby it is considered that, not only the Expense of making and constructing the said Junction, but also the subsequent Expense of working and keeping the same in good and substantial Repair and working Condition, will be very greatly enhanced : Be it therefore enacted, That the Portion of the said Branch Railway which will be situate within the said Field numbered 14 on the said deposited Plans in the Township of *Hull* and *Appleton* shall be made and formed as near as practicable to the Line of the said Canal belonging to the said Company of Proprietors, and that the said Railway Company shall under no Pretence or for any Cause whatsoever deviate to the South from the centre Line of the said Branch Railway, as shown and laid down upon the said deposited Plans in the said Field numbered 14, and the said intended Junction between the said Canals shall be formed and constructed by means of an Arm or Dock branching from and out of the said Canal belonging to the said Company of Proprietors near to the said Place called *Tom Paine's Bridge*, and on a Level with the said last-mentioned Canal, so as to pass underneath the said Branch Railway, and that the Bridge for carrying the said Branch

As to the Junction between the *Bridgewater* Canal and the *Mersey and Irwell* Navigation.



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Branch Railway over the said Arm or Dock shall have the Abutments or Piers thereof set in a Line parallel with the Course or Direction of the said Arm or Dock, and shall be of One Arch, having a Span of not less than Forty-two Feet, measured at Right Angles with the Abutments or Piers thereof, and constructed with horizontal or flat Girders, so as to leave a clear and continuous Height of Headway from One Abutment or Pier to the other of Fifteen Feet at the least above the ordinary Surface Level of the Water of the said Arm or Dock.

Extra Expense incurred by making the Junction between the Canals to be borne by the Railway Company.

XXXV. That any extra Expense which shall be incurred or expended by or be entailed upon the said Company of Proprietors, or upon the Trustees of the late Duke of *Bridgewater*, by reason of the proposed Mode of making and constructing the said Junction between the said Two several Canals, and of the Working and Maintenance thereof, over and above the Expense which would have been incurred and sustained by constructing, working, and maintaining the said Junction had the said Branch Railway not been made, shall be borne by the said Railway Company, and paid to the said Company of Proprietors and to the said Trustees respectively within Three Months next after the same shall from Time to Time have been incurred or expended as aforesaid; and in case of Nonpayment thereof the same shall and may be recovered in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for the Recovery of Forfeitures and Penalties therein referred to: Provided always, that the Amount of such extra Expense which shall be incurred or expended as aforesaid shall from Time to Time be ascertained, fixed, and determined by the principal Engineers for the Time being of the said Company of Proprietors and of the said Railway Company, or in case they cannot agree upon the Amount thereof, then by some Person to be nominated Umpire by the said Engineers after such Disagreement as aforesaid: Provided also, that in case the said Company of Proprietors shall form and construct the said intended Junction from the said Arm or Dock to the said *Bridgewater* Canal by any other Means than an Inclined Plane, then and in such Case the said Railway Company shall bear the extra Expense which shall be incurred by the Construction of the said Works over and above what would have been incurred in the Construction if the said Branch Railway had not been made, and the Amount of such extra Expense shall be ascertained, fixed, and determined, and be paid and recoverable, in the same Manner as the extra Expense herein-before mentioned.

As to Communication between the Navigations

XXXVI. That it shall be lawful for the said Company of Proprietors, and also for the Trustees for the Time being of the late Duke of *Bridgewater*, or other the Owners or Owner for the Time being



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being of the said *Mersey and Irwell* Navigation and the said *Bridgewater* Canal respectively, to construct and maintain on any Lands belonging to the said Railway Company all such Approaches and Communications from the said River *Mersey*, the *Mersey and Irwell* Navigation, and the *Bridgewater* Canal, or any of them, and the Wharfs, Landing Places, and other Works belonging thereto respectively, to and with the said Railway and Works by this Act authorized, as they may severally consider necessary for their Advantage or Convenience, such Communication, nevertheless, to be effected by Means of connecting Rails and Points of the Construction and to be laid in the Manner most approved from Time to Time, and to the Satisfaction of the Engineer for the Time being of the said Railway Company; and the said Railway Company shall afford and give to the said Company of Proprietors and the said Trustees, or other the Owners or Owner aforesaid, and their Servants, Agents, and Workpeople, and also to all Persons using or navigating the said River *Mersey*, the said *Mersey and Irwell* Navigation, and the said *Bridgewater* Canal respectively, every reasonable Facility and Accommodation for transshipping, conveying, and stowing of Goods, Merchandise, and Traffic, and shall find as many Waggons, Carriages, and Engines, and all other Requisites, at the Rate of Tolls authorized by this Act to be taken for the Use thereof, as the said several Persons or Parties above mentioned, or any of them, shall from Time to Time reasonably require: Provided always, that nothing in this Act contained shall authorize the said Railway Company to require or take from the said several Persons or Parties above mentioned, or any of them, for the Use of the said Railway, or of the said Waggons, Carriages, Engines, or other Things, any more or other Tolls than shall be payable in respect of the actual Mileage Proportion or Distance which shall from Time to Time be travelled, passed over, or used, except that such Payment shall in no Case be less than for a Distance of Two Miles.

and the Railway, and the Tolls to be taken for the Use of the Railway.

XXXVII. That, subject to the Right of Pre-emption (if any) of any adjoining Landowner from whom the same may have been purchased, the said Company of Proprietors shall be at liberty to purchase, and the said Railway Company, if required by Notice in Writing so to do, shall sell and convey to the said Company of Proprietors, such superfluous Land as shall be purchased by the said Railway Company, and not required by them for the Purposes of their said Undertaking, which shall be situate and lie between the said Railway hereby authorized and the said River *Mersey*, or between the said Railway and the said *Mersey and Irwell* Navigation; and, subject as aforesaid, the said Trustees of the late Duke of *Bridgewater* shall have the like Option of purchasing, and the said Railway Company shall sell and

As to Sale of superfluous Lands to the Company of Proprietors of the *Mersey and Irwell* Navigation and the Trustees of the Duke of *Bridgewater*.

[Local.]

12 E

convey



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convey to them, the superfluous Lands belonging to said Railway Company, and not required by them for the Purposes of the said Undertaking, lying and situate between the said Railway and the said *Bridgewater* Canal; and in case there shall be any Difference between the said Railway Company and the said Company of Proprietors or the said Trustees respecting the Price to be given for the said superfluous Lands, the same shall be settled by Arbitration in the Manner stated in "The Lands Clauses Consolidation Act, 1845," and the Costs of such Arbitration shall be in the Discretion of the Arbitrators.

Works to be made to the Satisfaction of the Engineer of the Duke of Bridge-water's Trustees and Proprietors of the Mersey and Irwell Navigation.

XXXVIII. That all Works authorized by this Act to be made over or upon the River *Mersey* or the said Canals, and the Towing-paths thereof respectively, and over or upon other the Property of the Devisees in Trust of the late Duke of *Bridgewater* and the Company of Proprietors of the *Mersey and Irwell* Navigation respectively, shall be executed and completed according to Plans previously approved by and to the Satisfaction of a Civil Engineer to be from Time to Time appointed by the said Devisees in Trust or Company of Proprietors respectively, as the Case may be.

Penalties for obstructing Canals and River Mersey.

XXXIX. That if in the Execution, Construction, Maintenance, or Repair of any of the Works by this Act authorized, or by reason of any Act or Omission of the Company, their Agents, Servants, or Workmen, the said several Canals and River, or any of them, or the Towing-paths thereof respectively, or any of them, shall at any Time be obstructed or impeded, or if any Ships, Boats, Barges, or other Vessels using either of the said Canals or River cannot pass along the same, or shall be impeded in such Passage, or if any Leakage be occasioned to the said several Canals or either of them, or the Water thereof be wasted by reason of the said Works, or by reason of any Act or Default in or about the Construction, Maintenance, or Repair thereof, then and in any of such Cases it shall be lawful for the said Devisees in Trust or Company of Proprietors, as the Case may be, at the Costs and Charges of the Company, to remove, take out, and put away such Obstruction or Impediment, and to repair and stop any such Leakage or Waste of Water, and to repair and make good all Damages or Injury done to the said several Navigations and Works or any of them, by any such Obstruction, Impediment, Leakage, or Waste of Water; and the Company shall pay to the said Devisees in Trust or Company of Proprietors, as the Case may be, as or by way of ascertained Damages, and not as a Penalty, the Sum of Five Pounds for every Hour during which any such Obstruction, Impediment, Leakage, or Waste of Water shall continue, until the Expiration of Three Days from the Commencement or Discovery



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of such Obstruction, Impediment, Leakage, or Waste; and from and after the Expiration of such Three Days, or if such Impediment, Obstruction, Leakage, or Waste of Water shall have been occasioned by any wilful Act on the Parts of the Servants or Persons employed by the Company, then from the Commencement or Discovery of such Obstruction, Impediment, Leakage, or Waste of Water the Company shall pay to the said Devisees in Trust or Company of Proprietors, as the Case may be, the Sum of Twenty Pounds for every Hour during which such Obstruction, Impediment, Leakage, or Waste of Water shall continue, such Sum being in either of the said last-mentioned Cases computed from the Commencement of such Obstruction, Impediment, Leakage, or Waste of Water, and as or by way of ascertained Damages, and in addition to such ascertained Damages the said Company shall repay to the said Devisees in Trust or to the said Company of Proprietors respectively the full Amount of the Costs, Charges, and Expenses incurred by the said Two last-mentioned Parties respectively in and about the removing, taking, or putting away any and every such Obstruction or Impediment, or in and about repairing, stopping, or making good any such Leakage or Waste of Water, or other Injuries to the said Navigation or Works; and such Costs and Charges, and such Sum or Sums as or in the Nature of Damages, shall in any Case be recovered in the same Manner as is provided by "The Lands Clauses Consolidation Act, 1845," with respect to the Recovery of Forfeitures, Penalties, and Costs; and the Company shall be liable to make Compensation to all other Parties who may be at any Time entitled to use the said several Canals and River respectively or any of them, for all Costs or Injury which they may respectively sustain by reason of any such Obstruction or Impediment to the said Navigations or any of them, and also the Owners and Occupiers respectively of all Buildings, Lands, and Works which shall be injured or damaged by the breaking down of the said Canals or either of them, or the flowing of Water therefrom, in consequence of any such Act or Omission as aforesaid.

XL. That if by reason of the Construction of the Bridge over the River *Mersey* at or near *Warrington* aforesaid any Shoal, Sandbank, or Mudbank shall from Time to Time be formed in the said River, then the Company shall and they are hereby required, but without Prejudice to the Rights of the Lords Conservators of the River *Mersey*, from Time to Time to remove such Shoal, Sandbank, or Mudbank within Three Days after Notice of the Formation of such Shoal, Sandbank, or Mudbank, provided such Notice shall be given to them in Writing; and if the Company shall omit or neglect to remove such Shoal, Sandbank, or Mudbank of the Existence of which Notice as aforesaid shall have been given, within such Time

Penalties in  
case of Sand-  
banks.

as



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as aforesaid, the Company shall pay to the said Company of Proprietors of the *Mersey and Irwell* Navigation, by way of Damages, and not as a Penalty, the Sum of Five Pounds for every Hour during which such Shoal, Sandbank, or Mudbank, or any Part thereof, shall remain and not be removed; and the said Damage shall be recovered in the same Manner as is provided by "The Lands Clauses Consolidation Act, 1845," with respect to the Recovery of Forfeitures, Penalties, and Costs; provided that nothing in this Act contained shall render the Company liable to remove or alter any of the Works by this Act authorized.

Saving  
Rights of the  
Mersey and  
Irwell Navi-  
gation Com-  
pany, &c.

XLI. That, except as hereby is expressly authorized, nothing in this Act shall diminish, alter, prejudice, or take away the Rights, Privileges, Powers, or Authorities vested in the said Company of Proprietors of the *Mersey and Irwell* Navigation and in the said Trustees of the late Duke of *Bridgewater* respectively.

Railway  
Company not  
to deposit  
Materials in  
the Mersey  
and Irwell  
Navigation  
or in the  
Bridgewater  
Canal.

XLII. That it shall not be lawful for the said Railway Company at any Time or Times to drive, sink, place, lay, or deposit, whether between the Abutments or Piers of the said several Bridges or otherwise, in the said River *Mersey*, or in the Canal of the said Company of Proprietors, or in the Canal of the Trustees of the said late Duke of *Bridgewater*, any Piles, Works, or Materials so as to prevent or interfere with the said Navigations respectively, or with their respectively being at any Time hereafter scoured, cleansed, or deepened, as Occasion may require, for the Purposes of Navigation.

Railway  
Company to  
remove Ma-  
terials and  
Rubbish fall-  
ing into or  
deposited by  
them in the  
Two Navi-  
gations.

XLIII. That if in the Execution or by reason of the Construc-  
tion, Maintenance, or Repair of the said Bridges and Towing-paths,  
or by reason of any Act or Omission of the said Railway Company,  
their Agents, Servants, or Workmen, any Stonework, Materials, or  
Rubbish shall fall into or become or be deposited in the said Navi-  
gations of the said Company of Proprietors or of the said Trustees  
respectively, the said Railway Company shall and they are hereby  
required from Time to Time, as and when the same shall arise, to  
remove and clear away the same, at their Expense; and in case the  
said Railway Company shall not, on receiving Three Days Notice in  
Writing from the Cashier or principal Agent of the said Company of  
Proprietors of the said *Mersey and Irwell* Navigation or the Cashier  
of the said Trustees respectively, remove and clear away, or begin  
and proceed with all due Despatch to remove and clear away, the  
said Stonework, Materials, or Rubbish, it shall be lawful for the said  
Company of Proprietors and the said Trustees respectively, and they  
are hereby authorized and empowered, at the Expiration of such  
Notice, by themselves, their Agents, Servants, or Workmen, to  
remove



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remove and clear away the same; and all the Expenses thereof, and also the Loss or Damage, whether consequential or otherwise, occasioned thereby, shall be repaid by the said Railway Company to the said Company of Proprietors or to the said Trustees, as the Case may require; and in default of Payment thereof on Demand (so that such Demand be in Writing, and state the Particulars of all such Expenses, Loss, and Damage), the said Company of Proprietors or the said Trustees respectively, as the Case may be, shall and may recover the same in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for the Recovery of Forfeitures, Penalties, and Costs.

XLIV. That the Company shall erect and at all Times maintain a good and substantial Bridge for carrying the Railway over the Turnpike Road in the Township of *Altrincham* numbered 160 on the said Plan so deposited with the Clerk of the Peace as aforesaid, and such Bridge shall be of the clear Span across the said Road of not less than Forty-five Feet, and the clear Height of the Arch of the said Bridge from the Surface of the Road shall not be less than Sixteen Feet for a Space of Twelve Feet, and the clear Height of the springing of the Arch shall not be less than Twelve Feet; and the Company shall also construct and at all Times maintain a good and efficient Screen of not less than Seven Feet in Height on each Parapet of the said Bridge and upon the Railway for a Distance of not less than Thirty Yards from the Centre of the Bridge on each Side thereof.

Prescribing  
Mode of  
crossing the  
Washway  
Turnpike  
Road.

XLV. That the Company shall and they are hereby required, within Three Calendar Months after the opening of the said intended Railway, to make, complete, and at all Times maintain a Station on the said Railway, with a convenient Approach thereto, in a certain Field on the said Plan numbered 146 in the Township of *Altrincham*, fit and convenient for the Use of Passengers carried and to be carried upon the said Railway.

Station at  
*Altrincham*.

XLVI. That it shall not be lawful for the Company, in constructing the said Railway, so to deviate from the centre Line thereof as defined upon the said Plans between the First and Fourth Furlongs of the Fourth Mile marked upon the said Plan as to interfere with or touch the Turnpike Road marked Number 24 in the Township of *Thelwall*.

Company not  
to deviate so  
as to touch  
the Turnpike  
Road in  
*Thelwall*.

XLVII. That the Bridge for carrying the said Railway across the River *Mersey* shall be so constructed as not to impede the Navigation; and previously to the Commencement of such Bridge, or the Works

As to Con-  
struction of  
Bridge over  
*Mersey*.

[*Local.*]

12 F

connected



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connected therewith, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the same Bridge and Works, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain and Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary to the Admiralty, and such Bridge and Works shall be commenced and constructed only in accordance with such Plans, Sections, and Working Drawings so approved of as aforesaid; and where any such Bridge or Work shall have been constructed it shall not be lawful for the Company at any Time to alter or extend the same, without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if any such Bridge or Work shall be commenced or completed contrary to or not in conformity with such Consent or Approval, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable, with Costs of Suit.

Lights to be shown during Construction of the Bridge.

XLVIII. That during the Construction of the said Bridge across the River *Mersey* and Works connected therewith the said Company shall cause to be hung out or exhibited every Night, from Sunset to Sunrise, a Light, to be kept burning, by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels; and for ever after the Completion of the said Bridge the said Company shall cause to be hung out or exhibited, upon or near to the Centre of the said Bridge, every Night, from Sunset to Sunrise, a good and sufficient Light, to be kept burning, by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and which Light shall be from Time to Time altered by the said Company in such Manner and be of such Description, and be so used, as the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, shall by Writing under the Hand of the Secretary to the Admiralty approve of; and in case the said Company shall neglect to exhibit and keep either of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

No Deviation to be made where tidal Waters are affected, without Consent of Admiralty.

XLIX. That in constructing the said Railway or Works connected therewith no Deviation shall be made from the Black centre Line shown on the Plan deposited at the Admiralty where such Railway may touch or affect any tidal Water or navigable River, without the Assent of the said Lord High Admiral or the said Commissioners having been previously obtained to such Deviation, such Assent to be



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be signified in Writing under the Hand of the Secretary to the Admiralty.

L. That if, after Working Drawings of the Works hereby authorized shall have been submitted to the Lord High Admiral of the United Kingdom, or to the Commissioners for executing the Office of Lord High Admiral, it shall be deemed expedient by him or them to order a local Survey and Examination of such Works, or of the intended Site thereof, the Company shall defray the Costs of such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and, if not paid upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Power to Admiralty to order a local Survey, at Expense of the Company.

LI. That if any Bridge or Work to be constructed by the Company in or across any tidal Water or navigable River, or if any Portion of the Railway which affects any such Water or River or Access thereto, shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Works across tidal Waters abandoned may be removed by Admiralty, at Expense of Company.

LII. That it shall be lawful for the said Company to purchase, in addition to the Lands herein-before authorized to be purchased by them for constructing the said Railway, any Quantity of Land not exceeding in the whole Fifty Acres, for any of the extraordinary Purposes specified in the said Railways Clauses Consolidation Act.

Lands for extraordinary Purposes.

LIII. That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for compulsory Purchase of Lands.

LIV. That the Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this and the recited Acts 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 be then completed.

Period for Completion of Works.

LV. That



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Tolls.

LV. That it shall be lawful for the Company to demand any Tolls for the Use of the said Railway, not exceeding the following; (that is to say,)

In respect of the Tonnage of all Articles conveyed thereon, or upon any Part thereof, and included within the following Classes :

Class 1. For all Coals, Coke, Culm, Charcoal, and Cinders, *per Ton per Mile* not exceeding Three Farthings; and if conveyed by Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Farthing; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Farthing :

Class 2. For all Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, 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; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Farthing; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Farthing :

Class 3. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* not exceeding Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Farthing; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Farthing :

Class 4. 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 Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Farthing; and if propelled by an Engine belonging to the Company, a further Sum *per Ton per Mile* not exceeding One Farthing :

Class 5. And for every Carriage, *per Mile* not exceeding Threepence; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum *per Mile* not exceeding One Penny; and if propelled by an Engine belonging to the Company, a further Sum *per Mile* not exceeding One Penny.

LVI. In



*The Warrington and Altrincham Junction Railway Act, 1851.*

LVI. In respect of Animals conveyed in Carriages upon the Rail-  
way, as follows : Tolls for  
Animals, &c.

Class 6. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing; and if such Carriage be propelled by an Engine belonging to the said Company, an additional Sum *per* Mile not exceeding One Farthing :

Class 7. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, the Sum of One Penny Halfpenny *per* Mile; and if conveyed in any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing; and if such Carriage be propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing :

Class 8. For every Calf or Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per* Mile not exceeding One Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing; and if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing.

LVII. In respect of Passengers conveyed in Carriages upon the Railway, as follows : Tolls for  
Passengers.

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 Halfpenny; and if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny.

LVIII. That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and fifty 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. Passengers  
Luggage.

LIX. That the maximum Rates 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 Maximum  
Rates of  
Charges for  
Passengers.  
[Local.] 12 G locomotive



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locomotive Power, 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 Twopence Halfpenny *per Mile* :

For every Passenger conveyed in a Second-class Carriage, the Sum of One Penny Halfpenny *per Mile* :

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

Maximum  
Charges for  
Goods and  
Animals.

LX. That the maximum Rate of Charge to be made by the Company, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance (except the loading and unloading of Goods, when such Service is performed by the Company), shall not exceed the Amounts mentioned in the following Table ; (that is to say,)

For the Matters herein-before mentioned under Class 1., not exceeding One Penny Farthing *per Ton per Mile* :

For the Matters mentioned under Class 2., not exceeding One Penny Halfpenny *per Ton per Mile* :

For the Matters mentioned under Class 3., not exceeding Twopence Halfpenny *per Ton per Mile* :

For the Matters mentioned under Class 4., not exceeding Twopence Halfpenny *per Ton per Mile* :

For any Carriage mentioned under Class 5., not exceeding Fourpence *per Mile* :

For everything mentioned under Class 6., not exceeding Threepence *per Mile* :

For everything mentioned under Class 7., not exceeding Twopence *per Mile* :

For everything mentioned under Class 8., not exceeding One Penny *per Mile*.

Regulations  
as to the  
Tolls.

LXI. That 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 Railway for a less Distance than Six Miles, the Company may demand Tolls and Charges as for Six Miles :

For a Fraction of a Mile beyond Six Miles or beyond any greater Number of Miles the Company may demand Tolls and Charges as for One 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



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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 on in proportion for any smaller Quantity :

Where a Waggon for the Carriage of Cattle or Sheep shall be engaged by One Party, the Charge for any such Waggon capable of containing Six Oxen or Twenty-five Sheep shall not exceed Sixpence *per* Mile.

LXII. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rates of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following ; (that is to say,) Tolls for small Parcels and Articles of great Weight.

For the Carriage of small Parcels not exceeding Fourteen Pounds in Weight, Sixpence :

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

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Two Shillings :

For Parcels exceeding Fifty-six Pounds and not exceeding One Hundredweight, Three Shillings ; and for every additional Hundredweight beyond One Hundredweight up to Five Hundredweight, Ninepence :

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, 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 any Sum not exceeding Sixpence *per* Ton *per* Mile ; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding Sixpence ; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding Twopence :

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber, Stone, or other single Article, the Weight of which, with the Carriage, shall exceed  
Eight



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Eight Tons, the Company may demand any Sum they may think fit.

Restriction  
as to Charges  
not to apply  
to Special  
Trains.

LXIII. That the Restriction as to the Charges to be made for Passengers shall not extend to any special or extra Train that may be required to be run upon the Railway, but shall apply only to the ordinary Trains appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers and Goods upon the said Railway.

Company  
may take  
increased  
Charges by  
Agreement.

LXIV. That nothing herein contained shall be held to prevent the said Company from taking any increased Charges, over and above the Charges herein-before 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 to the Conveyance thereof by Passenger Trains, or by reason of any other special Service performed by the said Company in relation thereto.

Regulating  
Junction  
with the  
Manchester  
South Junction  
and Altrincham  
Railway  
Company.

LXV. That (unless with the Consent in Writing of the *Manchester South Junction and Altrincham* Railway Company under their Common Seal) it shall not be lawful for the Company hereby incorporated to purchase or take any Lands or Buildings of the said *Manchester South Junction and Altrincham* Railway Company, either for the Purpose of the Railway hereby authorized, or for any Station thereto, or for any other Purpose; nevertheless, it shall be lawful for the said Company hereby incorporated to form a Junction of the said Railway hereby authorized with the said *Manchester South Junction and Altrincham* Railway at the Point where, according to the Plans deposited as in this Act mentioned, the same appears to communicate therewith (but at no other Point, unless with such Consent as aforesaid); and such Junction shall be effected in a substantial and workmanlike Manner by means of connexion Rails and Points of the Construction most approved, laid in the Manner most approved, and to the entire Satisfaction of the Engineer for the Time being of the said *Manchester South Junction and Altrincham* Railway Company; and no Deviation whatever shall be made from the Line or Levels of the said Railway hereby authorized, where the same passes through or within any Lands of the said *Manchester South Junction and Altrincham* Railway Company, without such Consent as aforesaid.

Saving the  
Rights of the  
Manchester  
South Junction  
and Altrincham  
Railway  
Company.

LXVI. That (except as in this Act otherwise expressly provided) nothing herein contained or hereby authorized shall extend or be construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Tolls, Charges, Powers, Franchises, or Authorities of or vested in or belonging to the *Manchester South Junction and*



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and *Altrincham* Railway Company, but all their Rights, Privileges, Tolls, Charges, Powers, Franchises, and Authorities under the several Acts of Parliament or otherwise are hereby expressly saved and reserved, not only as against and with respect to the Company hereby incorporated, but also as against and with respect to all other Companies and Persons whomsoever.

LXVII. That the Two foregoing Enactments shall apply also to the *St. Helen's* Canal and Railway Company, as fully and effectually as though the same were repeated, and the Words "*St. Helen's* Canal and Railway Company" were substituted for the "*Manchester South Junction and Altrincham* Railway Company," and the "*St. Helen's* Railway" were substituted for the "*Manchester South Junction and Altrincham* Railway." Two foregoing Enactments to apply also to *St. Helen's* Railway and Canal Company.

LXVIII. That the Branch Railway hereby authorized shall communicate with the *Birkenhead, Lancashire, and Cheshire Junction* Railway on the East Side thereof near the Point where, according to the Plan deposited as in this Act mentioned, such Branch Railway appears to communicate therewith, and at no other Point, without the Consent in Writing of the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company under their Common Seal; and that all Communications between the Branch Railway hereby authorized and the *Birkenhead, Lancashire, and Cheshire Junction* Railway shall be effected in a substantial and workmanlike Manner, by means of connexion Rails and Points of the Construction and laid in the Manner most approved from Time to Time, and to the entire Satisfaction of the Engineer for the Time being of the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company. As to Communications with the *Birkenhead, Lancashire, and Cheshire Junction* Railway.

LXIX. That, except for the Purpose of making the Junction herein-before mentioned, it shall not be lawful for the *Warrington and Altrincham* Railway Company, or for any other Company, or for any Person, under or in execution of this Act or for any other Purpose or in any Manner, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company, or which they have Power to take under their Acts of Parliament, or in any Manner to alter, vary, or interfere with the said *Birkenhead, Lancashire, and Cheshire Junction* Railway, or any of the Works appertaining thereto, without the previous Consent in Writing on each Occasion of the said *Birkenhead, Lancashire, and Cheshire Junction* Railway Company. Company not to interfere with the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company, without Consent.

LXX. That nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, Saving Rights of the *Birkenhead,*

[Local.]

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or



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Lancashire,  
and Cheshire  
Junction  
Railway  
Company.

or Authorities of or vested in or belonging to the said *Birkenhead, Lancashire, and Cheshire Junction* Railway Company, but all their Rights, Privileges, Powers, Franchises, and Authorities under their several Acts of Parliament and otherwise are hereby expressly saved and reserved, not only as against and with respect to the said *Warrington and Altrincham* Railway Company, but also as against and with respect to all other Companies and Persons whomsoever.

Expense of  
such Com-  
munications  
to be borne  
by the Com-  
pany.

LXXI. That the Expense of the Communications hereby authorized with the *Manchester South Junction and Altrincham* Railway, the *Birkenhead, Lancashire, and Cheshire Junction* Railway, and the *Saint Helen's* Canal and Railway, and of all the necessary Openings in the Rails thereof, and of all the other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the Company; and that all such Communications, Openings, and Works shall, except so far as the same are by this Act otherwise provided for, be in the first instance made and done, and shall also from Time to Time be altered, amended, repaired, and maintained, to the reasonable Satisfaction of the Engineer for the Time being of the said respective Railway Companies, and in such Manner and Form and by such Ways and Means only as shall not in anywise prejudice or injure the said *Manchester South Junction and Altrincham* Railway, the *Birkenhead, Lancashire, and Cheshire Junction* Railway, and the *Saint Helen's* Canal and Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

For the Con-  
veyance of  
Waste Lands  
belonging to  
the Duchy of  
Lancaster.

LXXII. And whereas Part of the Lands which may be required for the Purposes of this Act are Waste or Common Lands the Right to the Soil whereof belongs to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster* (subject to Rights of Common or other Rights or Easements): It shall be lawful for the Chancellor and Council for the Time being of Her Majesty's Duchy of *Lancaster* to agree with the Company for the absolute Sale in Fee Simple of the Estate, Right, and Interest of Her said Majesty in the Soil of the said Waste or Common Lands which may be so required for the Purposes of this Act, at or for such Price or Compensation and upon such Terms and Conditions as shall be agreed upon between the said Chancellor and Council and the said Company, and upon Payment of such Price or Compensation, by any Deed or Writing under the Seal of the Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to convey such Estate, Right, and Interest to the said Company, their Successors and Assigns, for the Purposes of this Act, and the Purchase or Compensation Money for the same shall be paid into the Hands of the Receiver General of the Revenues  
of



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of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be by him applied and disposed of in the like Manner and for the like Intents and Purposes as are in and by this Act directed and provided of and concerning any other Monies which shall come to his Hands by virtue of this Act.

LXXIII. And whereas Part of the Lands which may be required for the Purposes of this Act belong to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster*: It shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster* for the Time being to agree with the said Company for the absolute Sale in Fee Simple of the Lands or any Part thereof of or belonging to Her said Majesty in right of Her said Duchy which shall be required for the Purposes of this Act, at or for such Price or Compensation in Money and upon such Terms and Conditions as shall be settled and agreed upon between the said Chancellor and Council and the said Company, and upon Payment of such Price or Compensation, by any Deed or Writing under the Seal of the Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to convey the same Lands, and the Fee Simple and Inheritance thereof, to the said Company, their Successors and Assigns, for the Purposes of this Act; and the Purchase Money or Consideration for the same Lands shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same either shall and may be invested in the Purchase of Bank Annuities, according to the Powers and Provisions contained or referred to in an Act passed in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to improve the Land Revenue of the Crown in England and also of His Majesty's Duchy of Lancaster*, with respect to the Purchase Money to be paid for Property belonging to the Crown within the Survey and Receipt of the said Duchy under the therein-recited Acts, or the same or any Part thereof may, either without any previous Investment or after such, and either alone or together with any other Monies which shall for the Time being have arisen or shall hereafter arise from the Sale of Lands and Hereditaments, Part of the Possessions of the said Duchy, be laid out according to the Provisions of an Act passed in the Fifty-seventh Year of His said Majesty King *George* the Third, intituled *An Act for ratifying Articles of Agreement entered into by the Right Honourable Henry Hale Viscount Gage and the Commissioners of His Majesty's Woods and Forests and Land Revenues, and for the better Management and Improvement of the Land Revenues of the Crown*, or the said Monies, and also any such other Monies, whether previously invested or not, or any Part thereof respectively, may be laid out in the Purchase of Lands which in the Judgment of the said Chancellor and Council shall be deemed convenient

Authorizing  
Sale of Lands  
belonging to  
the Duchy of  
*Lancaster*,  
and provid-  
ing for Ap-  
plication of  
Purchase  
Money.

48 G. 3. c. 73.

57 G. 3. c. 97.



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convenient to be held with any Possession of the said Duchy, as the Chancellor and Council for the Time being of the said Duchy shall direct by any Order or Orders in that Behalf; and the said Chancellor and Council shall for the Purposes of this Act have and be entitled to all such Powers and Provisions in reference to the Monies (if any) so invested in Bank Annuities, and so to be laid out and invested as aforesaid, as under or by virtue of the said recited Act of the Fifty-seventh Year of King *George* the Third they are entitled to concerning any Sums or Funds of or belonging to the Duchy of *Lancaster* in the same Act particularly mentioned or referred to; and the Lands and Hereditaments (if any) so purchased on behalf of the said Duchy as aforesaid shall be conveyed and assured to the Use of Her Majesty, Her Heirs and Successors, in right of Her said Duchy of *Lancaster*, and shall vest in Her said Majesty, Her Heirs and Successors, in the same Right and as fully and effectually as the Lands to be conveyed to the said Company were vested in Her immediately before such Conveyance, and be held with the like Incidents and be subject to the same Application, to all Intents and Purposes, as the said Lands so to be conveyed to the said Company were held by Her immediately before such Conveyance; and every such Conveyance to the Use of Her Majesty, Her Heirs and Successors, may be in the Form marked X. in the Schedule to this Act annexed, or as near thereto as may be.

For Enrolment of all Deeds of Conveyance of Land belonging to the Duchy of Lancaster.

13 W. 3. & 1 Ann. c. 7.

LXXIV. And every Deed or Writing whereby any Lands, Hereditaments, Estate, Right, or Interest shall be conveyed or assured by the said Chancellor and Council of Her said Majesty's Duchy of *Lancaster*, by virtue of the Powers of this Act, being enrolled in the Court of the Duchy Chamber of *Lancaster* within Two Calendar Months from the Date thereof, shall be effectual to vest in the said Company the Lands, Hereditaments, and Premises thereby expressed to be granted, conveyed, or assured, anything contained in the Act passed in the First Year of Her Majesty Queen *Anne*, intituled *An Act for the better Support of Her Majesty's Household and the Honour and Dignity of the Crown*, or in any other Act, to the contrary in anywise notwithstanding.

Saving Rights of the Crown and the Duchy of Lancaster.

LXXV. Provided always, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

Railway to be subject to the Provisions of

LXXVI. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed



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passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament in relation to Railways*; and Two other Acts were passed in the Tenth Year of the Reign of Her said Majesty respectively, intituled *An Act for constituting Commissioners of Railways*, and *An Act for regulating the Gauge of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the said Railways or the said Company from the Provisions of the said several Acts respectively.

1 & 2 Vict.  
c. 98.,  
3 & 4 Vict.  
c. 97.,  
5 & 6 Vict.  
c. 55.,  
7 & 8 Vict.  
c. 85., and  
9 & 10 Vict.  
cc. 57. 105.

LXXVII. That nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made, or the said Company, from the Provisions of any General Act relating to this Act, or of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, or to the Conveyance of small Parcels by Railways, now in force or which may hereafter pass during the present 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.

Railways not  
exempt from  
Provisions  
of future  
General Acts.



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## SCHEDULE X.

*Conveyance to Her Majesty in right of Her Duchy of Lancaster.*

THESE are to witness, That in consideration of the Sum of £  
 paid to *A.B.* of by *C.D.*, the Receiver General of  
 the Revenues of the Duchy of Lancaster, on behalf of Her Majesty,  
 he the said *A.B.* doth by these Presents grant,  
 convey, and assure unto the said *C.D.* his  
 Heirs and Assigns, all that to have and to hold  
 the same unto the said *C.D.* his Heirs and Assigns,  
 to the Use of Her said Majesty, Her Heirs and Successors, in right of  
 Her said Duchy.

In witness, &amp;c.

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LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
 Printers to the Queen's most Excellent Majesty. 1851.