



ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. ccxviii.

An Act to enable the *Warrington and Altrincham Junction* Railway Company to make Deviations and Branches at *Warrington*, and to use certain neighbouring Railways. [20th August 1853.]

WHEREAS "The *Warrington and Altrincham Junction* Railway Act, 1851," was passed in the Session of Parliament held in the Fourteenth and Fifteenth Years of Her present Majesty's Reign, and by that Act the *Warrington and Altrincham Junction* Railway Company were incorporated, and were authorized to make a Railway from *Warrington* in *Lancashire* to join the *Manchester South Junction and Altrincham* Railway near *Altrincham* in *Cheshire*, with a Branch to the *Birkenhead Lancashire, and Cheshire Junction* Railway in the Township of *Lower Walton*: And whereas the said Company have made great Progress in the Construction of their Railway, but they have not commenced the said Branch Railway: And whereas the Convenience of the Public would be promoted if the said Company were empowered to abandon the said Branch Railway, and if instead thereof they made a Branch from their Main Line near the *Warrington* Station to the said *Birken-*
[Local.] 44 F head,

14 & 15 Vict.
c. lxxi.

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head, Lancashire, and Cheshire Junction Railway, with a short Spur to join the Walton Branch of the Shrewsbury and Chester Railway: And whereas it is expedient that the said Company should have Power to use, subject to the Provisions herein-after contained, the Railways belonging to the Manchester South Junction and Altrincham and the Birkenhead, Lancashire, and Cheshire Junction Railway Companies respectively, and that the like Powers should be given to the said last-mentioned Companies over the Warrington and Altrincham Junction Railway; but the several Purposes aforesaid cannot be accomplished without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

8 & 9 Vict.
cc. 18. and
20. incorpo-
rated.

I. "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Interpreta-
tion of
Terms.

II. Where the Words "the Company" are used in this Act the same shall mean "The Warrington and Altrincham Junction Railway Company."

Power to
construct
new Lines
of Railway,
&c. according
to deposited
Plans.

III. The Company may make and maintain the Branch Railways herein-after particularly described (with all proper Works, Stations, Approaches, and Conveniences connected therewith) in the Lines and upon the Lands delineated on the Plans and described in the Books of Reference to those Plans deposited in the Month of November last with the respective Clerks of the Peace of Lancashire and Cheshire, and according to the Levels defined on the Sections deposited with those Plans, and they may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Description
of Branch
Railways.

IV. One of the said Branch Railways shall commence by a Junction with the Warrington and Altrincham Junction Railway in the Township and Parish of Warrington in Lancashire, and terminate by a Junction with the Birkenhead, Lancashire, and Cheshire Junction Railway in the Township of Lower Walton in the Parish of Runcorn in Cheshire; and the other Branch (which will be wholly situate in the last-named Township) shall commence by a Junction with the Branch Railway before described near the Mersey and Irwell Canal, and terminate by a Junction with the Walton Branch of the Shrewsbury and Chester Railway.

V. The

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V. The said Branch Railways and other Works, when completed, shall form Part of the *Warrington and Altrincham Junction Railway*.

Branch Railways, &c. to form Part of Warrington, &c. Junction Railway.

VI. The Communications hereby authorized to be made with the *Birkenhead, Lancashire, and Cheshire Junction* and the *Shrewsbury and Chester* Railways respectively, and all such Openings in the Ledges or Flanches of those Railways as may be necessary or convenient for effecting such Communications, shall be made and maintained under the Direction and Superintendence of the respective Engineers for the Time being of the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company, and of the *Shrewsbury and Chester* Railway Company, but at the Expense of the Company; and in case of any Disagreement between the Engineer of the Company and the said respective Engineers as to the Mode of effecting such Communications, then the same shall be determined by a Referee to be appointed on the Application of either Company by the Board of Trade.

As to making Communications with Birkenhead, &c. and Shrewsbury, &c. Railways.

VII. 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 *Birkenhead, Lancashire, and Cheshire Junction* Railway Company or to the *Shrewsbury and Chester* Railway Company, or to alter, vary, or interfere with the said *Birkenhead, Lancashire, and Cheshire Junction* Railway or the said *Shrewsbury and Chester* Railway, or any of the Works thereof respectively, further or otherwise than is hereby expressly authorized, without the Consent in Writing of the said *Birkenhead, Lancashire, and Cheshire Junction* Railway Company or of the said *Shrewsbury and Chester* Railway Company, as the Case may be, in every Instance for that Purpose first had and obtained.

Not to interfere with the Works of those Companies, without Consent.

VIII. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the said *Birkenhead, Lancashire, and Cheshire Junction* Railway Company, or of the said *Shrewsbury and Chester* Railway Company, otherwise than is herein expressly provided.

Saving Rights of these Companies.

IX. The Company shall abandon the Formation of the Branch Railway authorized by the recited Act, and all the Powers, Authorities, and Privileges by the said Act granted to the Company in respect of the said Branch Railway shall from and after the passing of this Act cease and determine.

Company to abandon Branch Railway authorized by recited Act.

X. Provided always, That in any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing or using any Lands which the Company

Compensation to be made where Contracts have been

were

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entered into
or Notices
given.

were empowered to purchase for the Purpose of constructing the said Branch Railway, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed, pursuant to such Contract or such Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided also, that the Authority hereby given for abandoning the Formation of the said Branch Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the said Branch Railway, pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Power to
cross a cer-
tain Road
on the Level.

XI. The Company may construct the Branch Railway to the said *Walton* Branch of the *Shrewsbury and Chester* Railway across and upon the Level of the public Road numbered Three upon the said Plans in the said Township of *Lower Walton*.

Company
to erect a
Station or
Lodge where
Road crosses
on the Level.

XII. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Point where the said Road shall be crossed on a Level; and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain a Station or Lodge, or appoint a proper Person to watch or superintend the said Crossing, 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.

The Board
of Trade
may require
Bridge, in-
stead of
level Cross-
ing.

XIII. The Board of Trade may, if it shall appear to them necessary for the Public Safety, at any Time, either before or after the said Branch Railway shall have been completed and opened for public Traffic, require the Company, within such Time as the said Board of Trade shall direct, and at the Expense of the Company, to carry the
said

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said Road 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 Board of Trade the best adapted for removing or diminishing the Danger arising from such level Crossing.

XIV. If the Railway hereby authorized be not carried across the River *Mersey* on the *Walton* Viaduct, the Company shall erect a new Girder Bridge as close as possible to the existing Viaduct, according to Plans which shall have been previously approved of by 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 being signified in Writing under the Hand of the Secretary of the Admiralty.

Bridge over
Mersey.

XV. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in or affecting any tidal or navigable Water, or of the intended Site thereof, the Company shall defray the Costs of every 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.

XVI. If any Work to be constructed by the Company in or across any tidal or navigable Water, or if any Portion of the Work which affects any such Water 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
affecting tidal
Waters may
be removed,
at Expense
of Company.

XVII. The said Deviation Railway and Works shall be made and constructed and for ever afterwards maintained by the said Railway Company in such a Manner that no Pier, Abutment, or other Obstruction shall be placed in, upon, or so as to encroach upon or interfere with the Waterway of the River *Mersey*, or of the Canal Navigation of the Company of Proprietors of the *Mersey and Irwell* Navigation, or to contract the Towing Paths thereof to less Width than herein-after

As to cross-
ing River
Mersey and
Mersey and
Irwell Na-
vigation.

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provided,

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provided, where the same will be respectively crossed by the said Deviation Railway at or near *Lower Walton* aforesaid, nor so as to separate or cause any Impediment between the Towing Paths and Waterways thereof respectively, unless the said Company of Proprietors shall require the said Railway Company to construct a Swivel or Opening Bridge across the said River *Mersey*, in which Event a Pier may, if sanctioned by the Conservators of the River *Mersey*, be placed in the Waterway of the said River, should the same be necessary, for the Construction and Support of such Swivel Bridge, and at such Place, and in such Position, and of such Dimensions as the said Company of Proprietors shall approve of in Writing.

Works to be made to the Satisfaction of Engineer specially appointed.

XVIII. The Works to be constructed by the said Railway Company through or over the Property of the said Company of Proprietors or the Trustees of the late Duke of *Bridgwater* respectively, under or by virtue of this Act, shall be made conformably to the Plans thereof to be approved of by the said Company of Proprietors and Trustees respectively, and shall be constructed to the entire Satisfaction of the Engineer for the Time being for that Purpose specially appointed by the said Trustees and Company of Proprietors, and no Deviation shall be made from such Plans across the Lands or Navigations of the said Company of Proprietors without their previous Consent in Writing.

As to Construction of Bridges over the River *Mersey* and the Canal Navigation.

XIX. The Bridges to be erected by the said Railway Company for the Purpose of carrying the said Deviation Railway over the said River *Mersey* and the Canal Navigation of the said Company of Proprietors respectively at *Lower Walton* aforesaid shall be built under the following Conditions; that is to say,

The Abutments or Piers of the Bridge over the said River *Mersey* and also of the Bridge over the Canal Navigation of the said Company of Proprietors respectively, at the Place aforesaid, shall be set as nearly as practicable in a Direction parallel with the Stream or Course of the said River and Canal Navigation respectively, the Bridge over the River *Mersey* to be built level with the existing Piers and Abutments of the *London and North-western* Railway Company's Bridge over the said River *Mersey*, and the Distance between the said Piers or 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, measured at Right Angles, for Waterway, and Nine Feet alongside of the said River *Mersey*, and Seven Feet Six Inches alongside the said Canal Navigation, measured at Right Angles, for Towing Path, and that the Abutments or Piers of each of the said Bridges shall be constructed so as to adapt and render them
(without

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(without any Alteration being required to be made in such Abutments or Piers) applicable to Bridges to be opened by Swivel or other Motion, and the said Bridges shall be constructed in such a Manner as at all Times to afford a clear and continuous Headway over the said Canal Navigation and River *Mersey* and Towing Paths respectively of the respective Heights next hereinafter mentioned; that is to say, the whole of the under Side of the Arch of the said Bridge across the said Canal Navigation of the said Company of Proprietors at the Place aforesaid shall be of such a Height as to afford a clear and continuous Headway of Fifteen Feet above the Surface of the Water in the said Canal Navigation, according to the mean Level thereof at the Place of crossing, for the whole Width of the Canal Navigation and Towing Paths as above defined, and the whole of the under Side of the Arch or Arches of the Bridge across the River *Mersey* at the Place aforesaid shall in no Case be on a lower Level than the under Side of the Arch over the said Canal Navigation as above described; and also shall and will construct and maintain sufficient Land Arches or Openings for the Passage of the tidal Flood and other Waters under and through the Embankments and Approaches near to the said Bridge or Bridges respectively.

XX. 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 or cause to be altered the existing fixed Bridge at *Lower Walton* aforesaid belonging to the *London and North-western Railway Company*, the said *Warrington and Altrincham Junction Railway Company* shall and will, within Three Calendar Months after Notice served upon them in Writing by the said Company of Proprietors of their Desire to have either of the said Bridges hereinafter agreed to be constructed converted into Opening Bridges, commence, and with all reasonable Diligence complete, the Conversion, at their own Expense, of such One of the said Two several Bridges as may be required for such Improvement of the said Navigation, and as 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, measured at Right Angles, for Waterway, and Nine Feet in Width alongside of the said River *Mersey*, and Seven Feet Six Inches in Width alongside the Canal Navigation of the said Company of Proprietors, as the Case may be, measured at Right Angles, for Towing Path, which Bridge when so constructed or converted shall at all Times thereafter be

Reserving
Power to
alter Bridge.

maintained

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maintained and repaired, and worked and used, for the Purposes of the said Navigation, at the Expense of the said *Warrington and Altrincham* 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 Deviation Railway, and for the Public Safety, so as not to offer any unnecessary Obstruction to the Passage of Vessels along the said Navigation, or of the Traffic along the said Deviation Railway, as shall be from Time to Time determined by the Board of Trade.

As to Communications between the Navigations and the Railway, and the Tolls to be taken for the Use of the Railway.

XXI. It shall be lawful for the said Trustees and Company of Proprietors respectively, and they are hereby authorized and empowered, to construct and maintain, on any Lands belonging to or which may be acquired by or over which the said Railway Company have or shall acquire the necessary Power, as well as in Lands belonging to or which may be acquired by or over which the Power shall be obtained by the Trustees or the Company of Proprietors respectively, which may respectively be situated on the South Side of the River *Mersey*, all such Approaches and Communications to and from the said River *Mersey* and the said Canal Navigation of the said Company of Proprietors and the *Bridgewater* Canal, or any or either of them, and the Wharfs, Landing Places, and other Works belonging thereto respectively, from and to the several Railways and Works of the said Railway Company, as they the said Trustees and Company of Proprietors may 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 reasonable Satisfaction of the Engineers 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 to the said Trustees, and their respective Servants, Agents, and Workpeople, and also to all Persons using or navigating the said River *Mersey*, and the said Canal Navigation of the said Company of Proprietors, 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 to be taken by the said Railway Company for the Use of their Railway, 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 or any prior Act of Parliament, or in any Act which may be passed in this present Session of Parliament, contained, shall authorize the said Railway Company to require or take from the said several Persons

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Persons or Parties above mentioned, or any of them, for the Use of any Railway Branch or Extension now belonging or that may under the Powers of any Act or Acts of the present Session of Parliament belong to them, or of the said Waggon, 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 of the said Main Line, or any Branch or Siding, Branches or Sidings thereof, or the said Main Line and any Branch or Siding, Branches or Sidings thereof, except that such Payment shall in no Case be less than for a Distance of Two Miles: Provided nevertheless, that with respect to any Tolls or Charges made by the said Railway Company for any Accommodation to be afforded by them, and for which the Tolls, Rates, and Charges are not specified by Act of Parliament, the said Company of Proprietors and the said Trustees respectively shall have the Power of requiring from Time to Time, if they think proper, that the same shall be referred to Arbitration, in manner provided in the "Lands Clauses Consolidation Act, 1845," to regulate and fix.

XXII. If in the Execution, Construction, Maintenance, or Repair of any of the Works by the said intended Act authorized, or by reason of any Act or Omission of the said Railway Company, their Agents, Servants, or Workmen, the said River *Mersey* and Canal Navigation of the said Company of Proprietors, or either of them, or the Towing Paths thereof respectively, shall at any Time be obstructed or impeded, or if any Ships, Boats, Barges, or other Vessels using either the said River or the said Canal Navigation of the said Company of Proprietors cannot pass along the same, or shall be impeded in such Passage, or if any Leakage be occasioned to the said Canal Navigation of the said Company of Proprietors, or the Water thereof or of the said River 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 Company of Proprietors, at the Costs and Charges of the said Railway 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 make good all Damages or Injury done to the said Canal Navigation of the said Company of Proprietors and River *Mersey*, or either of them, by any such Obstruction, Impediment, Leakage, or Waste of Water; and the said Railway Company shall pay to the said Company of Proprietors, 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 of such Obstruction, Impediment, Leakage, or Waste of Water; and from and after the Expiration of such Three Days, or if

Penalties for obstructing Canals and River *Mersey*.

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such Impediment, Obstruction, Leakage, or Waste of Water shall have been occasioned by any wilful Act on the Part of the Servants or Persons employed by the said Railway Company, then from the Commencement or Discovery of such Obstruction, Impediment, Leakage, or Waste of Water the said Railway Company shall pay to the said Company of Proprietors 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 Railway Company shall repay to the said Company of Proprietors the full Amount of the Costs, Charges, and Expenses incurred by the said Company of Proprietors in and about the removing, taking, or putting away any and every such Obstruction or Impediment, or in or about repairing, stopping, or making good any such Leakage or Waste of Water, or other Injuries to the said Canal Navigation of the said Company of Proprietors and the said River *Mersey* respectively; 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 said Railway Company shall be liable to make Compensation to all other Parties who may be at any Time entitled to use the said Canal Navigation of the said Company of Proprietors and River *Mersey* respectively, for all Costs or Injury which they may respectively sustain by reason of any such Obstruction or Impediment to the said Canal Navigation of the said Company of Proprietors and River *Mersey*, or either of them, and also to the Owners and Occupiers respectively of all Buildings, Lands, and Works which shall be injured or damaged by the breaking down of the said Canal Navigation of the said Company of Proprietors or River *Mersey*, or either of them, or by the flowing of Water therefrom respectively in consequence of any such Act or Omission as aforesaid.

Company
to remove
Shoals, &c.
caused by
Erection of
Bridge.

Penalty for
Neglect.

XXIII. If by reason of the Construction of the Bridge over the said River *Mersey* at *Lower Walton* aforesaid any Shoal, Sand Bank, or Mud Bank shall from Time to Time be found in the said River, then the said Railway Company shall and will, but without Prejudice to the Rights of the Lords Conservators of the River *Mersey*, from Time to Time remove such Shoal, Sand Bank, or Mud Bank within Three Days after Notice by the said Company of Proprietors of the Formation of such Shoal, Sand Bank, or Mud Bank, provided such Notice shall be given to them in Writing; and if the said Railway Company shall omit or neglect to remove such Shoal, Sand Bank, or Mud Bank, of the Existence of which Notice as aforesaid shall have been

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been given, within such Time as aforesaid, the said Railway Company shall pay to the said Company of Proprietors, by way of ascertained Damages, and not as a Penalty, the Sum of Five Pounds for every Hour during which such Shoal, Sand Bank, or Mud Bank, 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 the said Railway Company shall not for the Purposes last aforesaid be liable to remove or alter any of their Works by this Act authorized.

XXIV. It shall not be lawful for the said Railway Company at any Time or Times to drive, sink, place, lay, or deposit between the Abutments or Piers of the said several Bridges or otherwise in the said River *Mersey* or in the said Canal Navigation of the said Company of Proprietors any Piles, Works, or Materials, so as to prevent or interfere with the said River *Mersey* and Canal Navigation of the said Company of Proprietors, or either of them, or with their respectively being at any Time hereafter scoured, cleansed, or deepened, as Occasion may require, for the Purposes of the said Navigation.

Railway Company not to deposit Materials in the River Mersey, or in the Mersey and Irwell Navigation.

XXV. If in the Execution or by reason of the Construction, Maintenance, or Repairs 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 River *Mersey* or Canal Navigation of the said Company of Proprietors, 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 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 they are hereby authorized and empowered, at the Expiration of such Notice, by themselves, their Agents, Servants, or Workmen, to 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, 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 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.

Railway Company to remove Materials and Rubbish falling into the Mersey or into the Mersey and Irwell Navigation.

XXVI. The

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Railway
Company to
form Com-
munications
between
Lands on
either Side
of Deviation
Railway.

XXVI. The said Railway Company shall and will, at their own Expense, make and construct, or cause to be made and constructed, and for ever after keep in good Repair, such and so many Communications over, upon, or under the said Deviation Railway, from the Land belonging to the said Company of Proprietors on the one Side of the said Deviation Railway to the Land belonging to the said Company of Proprietors on the other Side of the said Deviation Railway, as may be necessary to secure to the said Company of Proprietors, their Successors and Assigns, Lessees and Tenants, free and commodious Access to the said Land on either Side of the said Deviation Railway, for the convenient Occupation of the same, but so as not to obstruct the free Passage upon, over, and along the said Deviation Railway, and shall and will also make and keep in repair as aforesaid such and so many proper Fences to the said Deviation Railway as may be necessary; and in case any Difference shall at any Time or from Time to Time arise between the said Railway Company and the said Company of Proprietors, either as to the Number or Sufficiency of the said Communications and Fences, the same shall be referred to Three Arbitrators, to be, on Request by either of the said Companies, named in manner following; (that is to say,) One to be named by the said Railway Company, and One by the said Company of Proprietors, and the Third to be appointed by the Two so to be first named as aforesaid; and the Award in Writing of such Three Arbitrators, or any Two of them, shall be binding upon the said Parties respectively, and conclusive of the Question so referred to them, so that such Award be made within Three Calendar Months next after the Nomination of the Third Arbitrator.

Footway to
be kept along
the Railway
Bridge.

XXVII. The said Railway Company shall, at their own Costs, construct, and at all Times hereafter maintain and keep in repair, a convenient Footway along the Railway Bridge over the said River *Mersey*, and over the Canal of the Company of Proprietors at *Lower Walton* aforesaid, with proper and convenient Approaches, and all other requisite Facilities for the Use of the said Company of Proprietors and Trustees respectively, and others by their respective Authority or Permission.

Bridges to
be made
Water-tight.

XXVIII. The Works of the said Railway Company which shall cross the Land of the said Trustees at *Lower Walton* aforesaid shall be carried over the same by means of an Arch or Girder Bridge, or Arches or Girder Bridges, to be made and kept Water-tight by and at the Expense of the said Railway Company; and that the Property in the Soil underneath such Arch or Bridge, or Arches or Bridges, shall continue the sole Property of the said Trustees, they allowing to the said Railway Company Access thereto when necessary for the Purpose of doing Repairs to the Fabric thereof.

XXIX. During

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XXIX. During the Construction of the Bridges and any other of the Works of the said Railway Company adjacent to the said River *Mersey* and Canal Navigation of the said Company of Proprietors, and also adjacent to the said *Bridgewater* Canal, and the Works and Conveniences appertaining thereto respectively, whether authorized to be made and constructed by the said Railway Company by this or any prior Act of Parliament, the said Railway Company shall, at their own Expense, cause Lights to be exhibited every Night, from Sunset to Sunrise, in such Situation and of such Intensity as will be sufficient and necessary to effectually provide for the safe Guidance of Vessels navigating the said River and Canals respectively between the Hours aforesaid; and that the said Company of Proprietors and the said Trustees respectively shall and may be at liberty, from Time to Time and at all Times after the Construction of the said Bridges and Works, to whitewash or otherwise colour all or such Portions thereof as they respectively may consider necessary or desirable for facilitating the Use and Navigation of the said River and Canals respectively during the Night-time; and in case the said Railway Company shall neglect or refuse to exhibit and keep any of such Lights burning as aforesaid, they shall for every such Neglect forfeit and pay to the said Company of Proprietors or Trustees, as the Case may be, the Sum of Five Pounds, and in addition thereto they shall also pay and make good to the Parties entitled to the same all Damages, Losses, and Expenses occasioned or incurred by reason of every such Neglect as aforesaid; and in case of Nonpayment thereof respectively, the same to be recovered in like Manner as Penalties and Forfeitures are by the "Lands Clauses Consolidation Act, 1845," recoverable.

Lights to be exhibited during Construction of Works.

XXX. The said Railway Company shall, at their own Cost, be bound to maintain all and every the Works to be made and constructed by them under or in pursuance of the Powers contained in this or any prior Act of Parliament; and in case the same or any of them shall at any Time be abandoned by the said Railway Company, or shall be suffered to fall into Disuse or Decay, then the said Company of Proprietors and Trustees respectively may abate or remove the same, and restore the Sites or Site thereof to their or its former Condition, at the Cost and Charges of the said Railway Company, such Cost and Charges, in default of Payment thereof by the said Railway Company on Demand, to be recoverable by the said Company of Proprietors and Trustees respectively in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for the Recovery of Forfeitures, Penalties, and Costs.

Works disused may be abated or removed.

XXXI. During the Progress of the Works of the said Railway Company, and at all Times after the Completion thereof, good and sufficient Screens shall be erected and maintained, by and at the

Screens to be erected.

[Local]

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Expense

The Warrington and Altrincham Junction Railway Act, 1853.

Expense of the said Railway Company, along the Sides thereof, so far as they are near to the said River *Mersey* and Two several Canals respectively, so as effectually to prevent the Horses employed on the Towing Paths from being frightened or startled by the Passage of the Engines or Trains.

Branch
Railways to
be opened
within Two
Years from
passing of
Act.

XXXII. The said Railway Company shall immediately upon the passing of this Act commence, and within Two Years next thereafter complete and open for the Use of the Public, all and every of the Branch Railways and Sidings hereby authorized and provided or required to be made; and in case the same or any of them shall not be completed and opened for the Use of the Public at the End of Two Years from the passing of this Act, then and in such Case the said Railway Company shall forfeit and pay to the said Company of Proprietors and Trustees, by way of ascertained and liquidated Damages, the Sum of Five Pounds for each Day during which such Branch Railways and Sidings, or any of them, shall be incomplete, or unopened for the Use of the Public, after the Expiration of the said Two Years, such Forfeiture to be recoverable in the Manner provided by the "Lands Clauses Consolidation Act, 1845," for Recovery of Forfeitures, Penalties, and Costs.

Arrange-
ments as to
Interchange
of Traffic.

XXXIII. It shall be lawful for the said Railway Company from Time to Time to make and enter into any Arrangements and Agreements with the said Trustees for the Conveyance and Interchange of Traffic upon or between their respective Undertakings; and all Contracts and Agreements between the Company and the said Trustees for the Purposes aforesaid, under the Hands and Seals of the said Trustees, and sealed with the Common Seals of the said Company, heretofore made or which shall hereafter be made, shall be valid at Law and binding upon them to all Intents and Purposes whatsoever.

Saving
Rights of
Company of
Proprietors
and of Duke
of Bridge-
water's
Trustees.

XXXIV. Except as is hereby expressly provided, nothing herein contained shall diminish, alter, prejudice, or take away the Rights, Privileges, Powers, and Authorities vested in the said Company of Proprietors and in the said Trustees respectively.

As to Bridge
over Mersey.

XXXV. And whereas the First of the Branch Railways by this Act authorized is intended to be carried over the River *Mersey* by a Bridge and Works at or near the existing *London and North-western* Railway to and over the said River: Be it enacted, That the said intended Bridge and Works shall be so constructed and maintained as not in anywise, either during or after the Construction thereof, to injure or damage the said *London and North-western* Railway Company, or their Railway or Works, or to obstruct or impede the free Use thereof,

or

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or the safe Passage of Traffic upon or along the same; and that if during the Construction of the said intended Bridge and Works, or if at any Time after such Bridge and Works shall have been completed, either by reason or in consequence thereof, or of the maintaining or repairing thereof, any Damage or Injury be occasioned to the said *London and North-western Railway Company*, or their Railway or Works, or any Obstruction or Impediment be caused to the free Use of such Railway, or to the safe Passage of Traffic on or along the same, the said *Warrington and Altrincham Junction Railway Company* shall forthwith on Notice thereof remove such Impediment or Obstruction, and also make good to the *London and North-western Railway Company* all Damage and Injury occasioned thereby, and shall also repay and reimburse to the said *London and North-western Railway Company* all Costs, Charges, and Expenses which they shall have sustained, incurred, or been put unto in consequence thereof, and shall also pay to the said *London and North-western Railway Company*, as or by way of ascertained Damages, the Sum of One hundred Pounds for every Day during which the Company shall make default in removing any such Obstruction or Impediment, after Notice thereof as aforesaid; and the said several Sums of Money, in default of Payment, shall and may be sued for and recovered by the *London and North-western Railway Company*, together with full Costs of Suit, against the *Warrington and Altrincham Junction Railway Company*, in any Court of competent Jurisdiction.

XXXVI. Nothing in this Act contained, so far as it has Reference to the carrying of the Railway over the River *Mersey*, shall prejudice, diminish, alter, or take away any of the Rights, Powers, Privileges, Franchises, or Authorities of or vested in or belonging to the said *London and North-western Railway Company*, but all their Rights, Powers, Privileges, Franchises, and Authorities with respect to the said Bridge, and, excepting as the same are hereby expressly varied, all other their Rights, Powers, Privileges, 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 *Warrington and Altrincham Junction Railway Company*, but also as against and with respect to all other Companies and Persons whomsoever.

Saving Rights of London and North-western Railway Company.

XXXVII. The Company may purchase any Quantity of Land for extraordinary Purposes, not exceeding Ten Acres, in addition to the Land which they are at present or which by any other Act to be passed in the present Session they may be authorized to take for such Purposes.

Land for extraordinary Purposes.

XXXVIII. The

The Warrington and Altrincham Junction Railway Act, 1853.

Limiting
Time for
compulsory
Purchase of
Lands.

XXXVIII. The Powers of the Company for the compulsory Purchase or taking of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for
the Comple-
tion of the
Works.

XXXIX. The Works hereby authorized shall be completed within Two Years from the passing of this Act; and on the Expiration of such Period the Powers by this Act granted to the Company for executing such Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Money depo-
sited to be
forfeited, in
certain
Events.

XL. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Two thousand seven hundred and forty-five Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Two thousand seven hundred and forty-five Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred, by the Officer or Person in whose Name they shall then be deposited or invested, to the Account of Her Majesty's Exchequer, and when so paid and transferred shall

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shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*; provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Two thousand seven hundred and forty-five Pounds shall have been executed by the said Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Two thousand seven hundred and forty-five Pounds, if the said Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest 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 Moneys to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

XLI. The Company may demand and receive, for and in respect of the Railways hereby authorized, the same Tolls and Charges as they are now authorized to demand and receive for and in respect of the *Warrington and Altrincham Junction Railway*. Tolls in respect of the new Railways.

XLII. Provided always, That the maximum Tolls and Charges to be made by the Company in respect of the said Railways shall in no Case exceed the maximum Tolls and Charges authorized by "The *Warrington and Altrincham Junction Railway Act, 1851.*" Maximum Charges.

[Local.]

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XLIII. The

The Warrington and Altrincham Junction Railway Act, 1853.

Company may apply their existing Funds to Construction of Works.

XLIII. The Company may apply towards the Cost of constructing the Works by this Act authorized any of the Moneys which they have at present Power to raise, and which are not required for Purposes to which the said Moneys are applicable by virtue of any previous Act.

Company may raise additional Capital by Creation of new Shares.

XLIV. And whereas the additional Expense occasioned by the Substitution of the Branch Railway hereby authorized to be made for the Branch Railway hereby authorized to be abandoned is Ten thousand Pounds more than they are at present authorized to raise: It shall be lawful for the Company to raise, by creating new Shares, in addition to the Moneys which they are already authorized to raise, or which by any other Act of this Session they may be authorized to raise, any further Sum of Money not exceeding in the whole Ten thousand Pounds.

New Shares to be considered same as original Shares.

XLV. The Capital so to be raised by the Creation of new Shares shall be divided into Shares of such Amount as will conveniently allow the same to be apportioned according to the Order of any Ordinary or Extraordinary Meeting of the Company, and shall be considered as Part of the general Capital of the Company, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares on Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital of the Company, except as to the Times of making Calls thereon, and the Amount of such Calls, which respectively it shall be lawful for the Directors of the Company from Time to Time to fix as they shall think fit.

Limiting Amount of Calls, &c.

XLVI. Five Pounds *per* Share shall be the greatest Amount of any One Call which shall be made in respect of such new Shares, and Three Months at the least shall be the Interval between successive Calls, and not more than Three Fifths of the Amount of any Share shall be called in any One Year.

Dividends on new Shares.

XLVII. The Dividends upon the Shares to be created under the Powers of this Act shall be calculated upon the Amount of Calls paid thereon at the Time of the Declaration of such Dividend.

As to Votes of Proprietors of new Shares.

XLVIII. The Proprietors of the said new Shares shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if they had been possessed of original Shares in the Company.

Power to borrow on Mortgage.

XLIX. After the whole of the Sums which the Company are by this or the said recited Act authorized to raise by Shares shall have

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have been subscribed for, and One Half thereof shall have been paid up, it shall be lawful for the Company to borrow on Mortgage or Bond such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any Ordinary or Extraordinary Meeting of the Company, provided that such Sums of Money do not exceed in the whole Three thousand Pounds, in addition to the Sums which they are already authorized to borrow, or which by any other Act of this Session they may be authorized to borrow.

L. The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the borrowing of Money, and the Conversion of borrowed Money into Capital, shall extend to the Money by this Act authorized to be borrowed.

Powers of 8 & 9 Vict. c. 16. with respect to borrowing extended to this Act.

LI. All and every Part of the Monies by this Act authorized to be raised by Shares or Mortgage shall be applied only in carrying the Undertaking into execution.

Application of Monies raised under this Act.

LII. It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay 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 Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Interest not to be paid on Calls paid up.

LIII. It shall not be lawful for the *Warrington and Altrincham Junction* Railway Company to use, with their Engines, Carriages, or Trucks, otherwise than upon the Terms and Conditions, to the Extent, and subject to the Restrictions herein-after specified, any Part of the *Manchester South Junction and Altrincham* Railway, without the Consent in Writing under their Seal on each Occasion of the *Manchester South Junction and Altrincham* Railway Company; but, upon such Terms and subject to such Restrictions as are herein-after specified, and to such Conditions (by way of Defeasance or otherwise) as the Parties may agree, it shall be lawful for the *Warrington and Altrincham Junction* Railway Company (subject to the Rules, Bye-laws, and Regulations from Time to Time of the *Manchester South Junction and Altrincham* Railway Company) to use, with their Engines, Carriages, and Trucks, for the Conveyance of their Traffic, whether of Passengers or Goods, so much of the *Altrincham* Branch of the *Manchester South Junction and Altrincham* Railway as extends
from

Power to Company to use certain Parts of the *Manchester South Junction and Altrincham* Railway.

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from *Timperley* to a Point on the *Altrincham* Branch Viaduct One hundred Yards short of the Junction of such Branch with the Viaduct of the said *Manchester South Junction and Altrincham* Railway Company which runs in an Easterly and Westerly Direction through *Manchester*, but (except as to Passengers, with their ordinary Luggage,) only between the Hours of Ten at Night and Six in the Morning, and also as respects Passengers to use, subject as aforesaid, all the Passenger Stations of the said *Manchester South Junction and Altrincham* Railway between *Timperley* and the Point aforesaid.

Manchester, &c. Company to afford Facilities for Transmission of certain Traffic.

LIV. The *Manchester South Junction and Altrincham* Railway Company shall be bound, for the Space of Five Years after the passing of this Act, but not for any longer Space of Time, without their Consent, duly to move along their Railway from *Timperley* aforesaid to and into the *Oxford Road* Station of the *Manchester South Junction and Altrincham* Railway (and *vice versâ*) all the loaded and unloaded Passenger Carriages (with the ordinary Luggage of such Passengers) coming from or destined for the *Warrington and Altrincham Junction* Railway, and shall provide and afford all reasonable and proper Facilities, Services, and Accommodation for such Passenger Traffic at and in the said *Oxford Road* Station and any other Passenger Stations between *Oxford Road* and *Timperley*; and if Complaint shall at any Time be made by the said *Warrington and Altrincham Junction* Railway Company to the Board of Trade of any Default in the Premises on the Part of the *Manchester South Junction and Altrincham* Railway Company, it shall be lawful for the Board of Trade, at the Cost of the said *Warrington and Altrincham Junction* Railway Company, from Time to Time to make and enforce such Rules, Orders, and Regulations as to such Board may seem fit for the Remedy of the Cause of Complaint, and for the Prevention of the Recurrence thereof; and if the said *Manchester South Junction and Altrincham* Railway Company shall wilfully neglect to observe, perform, and abide by such Rules, Orders, and Regulations, or any of them, after the Time to be appointed in that Behalf by the said Board of Trade, the said Company shall so long as they so neglect forfeit and pay to Her Majesty such reasonable Penalty (not exceeding One hundred Pounds *per Day*) as the said Board shall determine.

Not to interfere with proper Traffic of the Manchester, &c. Railway Company.

LV. All the Traffic to be conveyed or moved to or from the *Warrington and Altrincham Junction* Railway, under the Provisions aforesaid, over or along any Portion of the *Manchester South Junction and Altrincham* Railway, shall be so conveyed or moved, and the Business of the said *Warrington and Altrincham Junction* Railway Company upon and in connexion with the said *Manchester South Junction and Altrincham* Railway shall be so conducted and managed, (both as to Times and Speeds, and in all other respects,) as not in
anywise

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anywise to impede or interfere with the safe or convenient Conduct, Management, and Carriage over and along the same Portion of Railway of any Part of the present or future Traffic of the said *Manchester South Junction and Altrincham Railway Company*, or proper to that Railway.

LVI. The Use by the said *Warrington and Altrincham Junction Railway Company* of the Portion aforesaid of the said *Manchester South Junction and Altrincham Railway*, and of the said Stations and other Conveniences, and their Right to have their Passenger Traffic moved and accommodated upon and at the same, as aforesaid, shall be on and subject to such Terms and Conditions, and on Prepayment of such Tolls, Charges, Rent, and other Consideration, as may be agreed upon between the Company and the said *Manchester South Junction and Altrincham Railway Company*, or failing such Agreement as shall be settled by Arbitration in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845," (which Act, so far as it refers to the Settlement of Disputes by Arbitration, shall for the Purposes of this Provision be read and considered as Part of this Act,) and the Arbitrators or Umpire, as the Case may be, shall not be limited as respects his or their Award of the Sums to be so paid by the said *Warrington and Altrincham Junction Railway Company* in respect of the Matters aforesaid to the Tolls or Charges prescribed in the *Manchester South Junction and Altrincham Railway Acts*, nor shall such Arbitrators or Umpire make his or their Award upon or with reference to the Charges made or to be made by the said *Manchester South Junction and Altrincham Railway Company*, or any other Parties, as Carriers over the said *Manchester South Junction and Altrincham Railway*, but such Arbitrators or Umpire shall and may award such Tolls, Charges, Rent, and other Considerations as they or he shall consider fair, having regard to the Cost of the said *Manchester South Junction and Altrincham Railway* and of the said *Warrington and Altrincham Junction Railway* respectively, and the other Circumstances of the Case, and the said Tolls, Charges, Rent, and other Considerations shall at all events be so fixed as not to leave the said *Warrington and Altrincham Junction Railway Company* any Profit for or in respect of the Conveyance or Conduct of any Traffic over or upon the *Manchester South Junction and Altrincham Railway*; and provided further, that the Tolls, Charges, Rent, and other Considerations so fixed shall (as between the *Warrington and Altrincham Junction* and *Manchester South Junction and Altrincham Railway Companies*) be considered the Tolls and Charges authorized by and fixed and appointed under the *Manchester South Junction and Altrincham Railway Acts*, and the same Provisions of such Acts (whether for Recovery of Tolls and Charges, or otherwise in connexion therewith,) shall be applicable thereto as are or may be applicable

Prescribing
the Terms
of using
same Part
of Railway.

[Local.]

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to

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to any Tolls or Charges so authorized and fixed and appointed as last aforesaid; and all the Arrangements between the said Companies under this Provision shall be subject to the Conditions contained in the Eighty-eighth Section of "The Railway Clauses Consolidation Act, 1845."

Company
not to con-
vey local
Traffic of the
Manchester
South Junc-
tion and
Altrincham
Line.

LVII. The *Warrington and Altrincham Junction* Railway Company shall not at any Time hereafter (without such Consent as aforesaid) erect, set up, or use, otherwise than is herein expressly provided, any Station or Stopping Place on the *Manchester South Junction and Altrincham* Railway, or carry or receive for Carriage upon the *Manchester South Junction and Altrincham* Railway any Passenger, Goods, or other Traffic arising at and intended for any present or future Station or Stopping Place on the *Manchester South Junction and Altrincham* Railway, or carry or receive for Carriage on the *Manchester South Junction and Altrincham* Railway any Passenger, Goods, or other Traffic from *Manchester* to *Timperley*, or from *Timperley* to *Manchester*, or any other Passenger, Goods, or Traffic, except such only as shall have been carried, or, having been received for Carriage, shall thereafter be actually carried either from or to a Point West of *Timperley*.

Company
not to take
Property of
Manchester,
&c. Railway,
without
Consent.

LVIII. Notwithstanding anything in this or the recited Act contained, it shall not be lawful for the *Warrington and Altrincham Junction* Railway Company, or for any other Company, or for any Person or Persons acting under or in execution of this Act, without the Consent of the said *Manchester South Junction and Altrincham* Railway Company under their Common Seal, either permanently or temporarily, to enter upon, take, or use any of the Lands or Property of the *Manchester South Junction and Altrincham* Railway Company, or which they have Power to take or use under their respective Acts of Parliament, or in any Manner to alter, vary, or interfere with the said *Manchester South Junction and Altrincham* Railway, or any Part of the Works appertaining thereto, except as by this Act is expressly and in Words excepted.

Saving of
Rights.

LIX. Except as by this Act is expressly excepted, nothing in this or the recited Act contained shall prejudice, diminish, alter, or take away any of the Rights, Tolls, Charges, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the said *Manchester South Junction and Altrincham* Railway Company, or the *London and North-western* Railway Company, or the *Manchester, Sheffield, and Lincolnshire* Railway Company, but all their respective Rights, Tolls, Charges, Privileges, Powers, Franchises, and Authorities under their several Acts of Parliament and otherwise are hereby expressly saved and reserved.

LX. It

The Warrington and Altrincham Junction Railway Act: 1853.

LX. It shall not be lawful for the *Manchester South Junction and Altrincham* Railway Company to use, with their Engines, Carriages, or Trucks, otherwise than upon the Terms and Conditions, to the Extent, and subject to the Restrictions herein-after specified, any Part of the *Warrington and Altrincham Junction* Railway, without the Consent in Writing under their Seal on each Occasion of the *Warrington and Altrincham Junction* Railway Company; but, upon such Terms and subject to such Restrictions as are herein-after specified, and to such Conditions (by way of Defeasance or otherwise) as the Parties may agree, it shall be lawful for the *Manchester South Junction and Altrincham* Railway Company (subject to the Rules, Byelaws, and Regulations from Time to Time of the *Warrington and Altrincham Junction* Railway Company) to use, with their Engines, Carriages, and Trucks, the *Warrington and Altrincham Junction* Railway, from the Junction therewith at *Timperley* of the *Manchester South Junction and Altrincham* Railway to its several Termini at *Warrington*, and at the *Birkenhead, Lancashire, and Cheshire Junction* Railway, and the *Walton* Branch of the *Shrewsbury and Chester* Railway.

The Manchester South Junction and Altrincham Railway to use Warrington and Altrincham Railway.

LXI. All the Traffic to be conveyed to or from the *Manchester South Junction and Altrincham* Railway, under the Provision aforesaid, over or along any Portion of the *Warrington and Altrincham Junction* Railway, shall be so conveyed, and the Business of the said *Manchester South Junction and Altrincham* Railway Company upon and in connexion with the said *Warrington and Altrincham Junction* Railway shall be so conducted and managed, (both as to Times and Speeds and in all other respects,) as not in anywise to impede or interfere with the safe or convenient Conduct, Management, and Carriage over and along the same Railway of any Part of the present or future Traffic of the said *Warrington and Altrincham Junction* Railway Company, or proper to that Railway.

Not to interfere with proper Traffic.

LXII. The Use by the said *Manchester South Junction and Altrincham* Railway Company of the said *Warrington and Altrincham* Railway shall be on and subject to such Terms and Conditions, and on Prepayment of such Tolls, Charges, Rents, and other Considerations, as may be agreed upon between the Company and the said *Manchester South Junction and Altrincham* Railway Company, or, failing such Agreement, as shall be settled by Arbitration in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845," and the Arbitrators or Umpire (as the Case may be) shall not be limited (as respects his or their Award of the Sums to be paid by the said *Manchester South Junction and Altrincham* Railway Company in respect of the Matters aforesaid) to the Tolls and Charges prescribed in the said *Warrington and Altrincham Junction* Railway Acts,

Prescribing the Terms of using the Railway.

The Warrington and Altrincham Junction Railway Act, 1853.

Acts, nor shall such Arbitrators or Umpire make his or their Award upon or with reference to the Charges made or to be made by the said *Warrington and Altrincham Junction Railway Company*, or any other Parties, as Carriers over the said *Warrington and Altrincham Junction Railway*, but such Arbitrators or Umpire shall and may award such Tolls, Charges, Rent, and other Consideration as they or he shall consider fair, having regard to the Cost of the said *Manchester South Junction and Altrincham Railway* and of the said *Warrington and Altrincham Junction Railway* respectively, and the other Circumstances of the Case, and the said Tolls, Charges, Rent, and other Consideration shall at all events be so fixed as not to leave the said *Manchester South Junction and Altrincham Railway Company* any Profit for or in respect of the Conveyance of any Traffic over or upon the said *Warrington and Altrincham Junction Railway*; and provided further, that the Tolls, Charges, Rent, and other Consideration so fixed shall (as between the *Warrington and Altrincham Junction* and *Manchester South Junction and Altrincham Railway Companies*) be considered the Tolls and Charges authorized by and fixed and appointed under the *Warrington and Altrincham Junction Railway Acts*, and the same Provisions of such Acts (whether for Recovery of Tolls and Charges or otherwise in connexion therewith) shall be applicable thereto as are or may be applicable to any Tolls or Charges so authorized and fixed and appointed as last aforesaid; and all the Arrangements between the said Companies under this Provision shall be subject to the Conditions contained in the 88th Section of "The Railways Clauses Consolidation Act, 1845."

Company not to convey local Traffic of the Warrington and Altrincham Line.

LXIII. The *Manchester South Junction and Altrincham Railway Company* shall not at any Time hereafter (without such Consent as aforesaid) erect, set up, or use, except as herein expressly provided, any Station or Stopping Place on the *Warrington and Altrincham Junction Railway*, or carry or receive for Carriage upon the *Warrington and Altrincham Junction Railway* any Passenger, Goods, or other Traffic arising at and intended for any present or future Station or Stopping Place on the Line of the same Railway, or carry or receive for Carriage on the *Warrington and Altrincham Junction Railway* any Passenger, Goods, or other Traffic, except such only as shall have been carried, or, having been received for Carriage, shall thereafter be actually carried, either from or to *Timperley*, or a Point North or South thereof.

Company empowered to use Birkenhead, Lancashire, and Cheshire Junction Railway.

LXIV. It shall not be lawful for the *Warrington and Altrincham Junction Railway Company* to use, with their Engines, Carriages, or Trucks, otherwise than upon the Terms and Conditions, to the Extent, and subject to the Restrictions herein-after specified, any Part of the *Birkenhead, Lancashire, and Cheshire Junction Railway*, without the
Consent

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Consent in Writing under their Seal on each Occasion of the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company; but, upon such Terms and subject to such Restrictions as are herein-after specified, and to such Conditions (by way of Defeasance or otherwise) as the Parties may agree, it shall be lawful for the *Warrington and Altrincham Junction* Railway Company (subject to the Rules, Bye-laws, and Regulations from Time to Time of the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company,) to use, with their Engines, Carriages, and Trucks, for the Conveyance of their Traffic, whether of Passengers or Goods, the *Birkenhead, Lancashire, and Cheshire Junction* Railway, and also the Stations, Watering Places, Sidings, and Conveniences belonging exclusively to the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company.

LXV. All the Traffic to be conveyed to or from the *Warrington and Altrincham Junction* Railway, under the Provisions aforesaid, over or along the *Birkenhead, Lancashire, and Cheshire Junction* Railway, shall be so conveyed, and the Business of the said *Warrington and Altrincham Junction* Railway Company upon and in connexion with the said *Birkenhead, Lancashire, and Cheshire Junction* Railway shall be so conducted and managed, (both as to Times and Speeds, and in all other respects,) as not in anywise to impede or interfere with the safe or convenient Conduct, Management, and Carriage over and along the same Railway of any Part of the present or future Traffic of the said *Birkenhead, Lancashire, and Cheshire Junction* Railway Company, or proper to that Railway.

Not to interfere with proper Traffic of the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company.

LXVI. The Use by the said *Warrington and Altrincham Junction* Railway Company of the *Birkenhead, Lancashire, and Cheshire Junction* Railway, and the Stations thereof, shall be on and subject to such Terms and Conditions, and on Prepayment of such Tolls, Charges, and other Consideration, as may be agreed upon between the Company and the said *Birkenhead, Lancashire, and Cheshire Junction* Railway Company, or, failing such Agreement, as shall be settled by Arbitration in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845," (which Act, so far as it refers to the Settlement of Disputes by Arbitration, shall for the Purposes of this Provision be read and considered as Part of this Act,) and the Arbitrators or Umpire, as the Case may be, shall not be limited, as respects his or their Award of the Sums to be so paid by the said *Warrington and Altrincham Junction* Railway Company in respect of the Matters aforesaid, to the Tolls or Charges prescribed in the *Birkenhead, Lancashire, and Cheshire Junction* Railway Act, nor shall such Arbitrators or Umpire make his or their Award upon or with reference to the Charges made or to be made by the said *Birkenhead, Lancashire, and Cheshire Junction* Railway Company,

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or any other Parties, as Carriers over the said *Birkenhead, Lancashire, and Cheshire Junction* Railway, but such Arbitrators or Umpire shall and may award such Tolls, Charges, Rent, and other Considerations as they or he shall consider fair, having regard to the Cost of the said *Birkenhead, Lancashire, and Cheshire Junction* Railway and of the said *Warrington and Altrincham Junction* Railway respectively, and the other Circumstances of the Case, and the said Tolls, Charges, Rent, and other Considerations shall at all events be so fixed as not to leave the said *Warrington and Altrincham Junction* Railway Company any Profit for or in respect of the Conveyance or Conduct of any Traffic over or upon the *Birkenhead, Lancashire, and Cheshire Junction* Railway; and provided further, that the Tolls, Charges, Rent, and other Considerations so fixed shall (as between the *Warrington and Altrincham Junction* and *Birkenhead, Lancashire, and Cheshire Junction* Railway Companies,) be considered the Tolls and Charges authorized by and fixed and appointed under the *Birkenhead, Lancashire, and Cheshire Junction* Railway Act, and the same Provisions of such Act (whether for Recovery of Tolls and Charges, or otherwise in connexion therewith,) shall be applicable thereto as are or may be applicable to any Tolls or Charges so authorized and fixed and appointed as last aforesaid; and all the Arrangements between the said Companies under this Provision shall be subject to the Conditions contained in the Eighty-eighth Section of "The Railway Clauses Consolidation Act, 1845."

Company not to convey local Traffic of the said Railway.

LXVII. The *Warrington and Altrincham Junction* Railway Company shall not at any Time hereafter (without such Consent as aforesaid) erect, set up, or use, otherwise than is herein expressly provided, any Station or Stopping Place on the *Birkenhead, Lancashire, and Cheshire Junction* Railway, or carry or receive for Carriage upon the same Railway any Passenger, Goods, or other Traffic arising at and intended for any present or future Station or Stopping Place on the *Birkenhead, Lancashire, and Cheshire Junction* Railway, or carry or receive for Carriage on the *Birkenhead, Lancashire, and Cheshire Junction* Railway any Passenger, Goods, or other Traffic from *Birkenhead* to *Lower Walton*, or from *Lower Walton* to *Birkenhead*, or any other Passenger, Goods, or Traffic, except such only as shall have been carried, or, having been received for Carriage, shall thereafter be actually carried either from or to a Point East of *Lower Walton*.

Power to the *Birkenhead, &c. Railway* Company to use *Warrington and Altrincham* Line.

LXVIII. It shall not be lawful for the *Birkenhead, Lancashire, and Cheshire Junction* Railway Company to use, with their Engines, Carriages, or Trucks, otherwise than upon the Terms and Conditions, to the Extent, and subject to the Restrictions herein-after specified, any Part of the *Warrington and Altrincham Junction* Railway, without the Consent in Writing under their Seal on each Occasion of the
Warrington

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Warrington and Altrincham Junction Railway Company; but, upon such Terms and subject to such Restrictions as are herein-after specified, and to such Conditions (by way of Defeasance or otherwise) as the Parties may agree, it shall be lawful for the *Birkenhead, Lancashire, and Cheshire Junction Railway Company* (subject to the Rules, Bye-laws, and Regulations from Time to Time of the *Warrington and Altrincham Junction Railway Company*,) to use, with their Engines, Carriages, and Trucks, for the Conveyance of their Traffic, whether of Passengers or Goods, the *Warrington and Altrincham Junction Railway*, and also the Stations, Watering Places, Sidings, and Conveniences belonging exclusively to the *Warrington and Altrincham Junction Railway Company*.

LXIX. All the Traffic to be conveyed to or from the *Birkenhead, Lancashire, and Cheshire Junction Railway*, under the Provisions aforesaid, over or along the *Warrington and Altrincham Junction Railway*, shall be so conveyed, and the Business of the said *Birkenhead, Lancashire, and Cheshire Junction Railway Company* upon and in connexion with the said *Warrington and Altrincham Junction Railway* shall be so conducted and managed, (both as to Times and Speeds, and in all other respects,) as not in anywise to impede or interfere with the safe or convenient Conduct, Management, and Carriage over and along the same Railway of any Part of the present or future Traffic of the said *Warrington and Altrincham Junction Railway Company*, or proper to that Railway.

Not to interfere with proper Traffic.

LXX. The Use by the said *Birkenhead, Lancashire, and Cheshire Junction Railway Company* of the said *Warrington and Altrincham Junction Railway* and the Stations thereof shall be on and subject to such Terms and Conditions, and on Prepayment of such Tolls, Charges, Rents, and other Considerations, as may be agreed upon between the Company and the said *Birkenhead, Lancashire, and Cheshire Junction Railway Company*, or, failing such Agreement, as shall be settled by Arbitration in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845," and the Arbitrators or Umpire (as the Case may be) shall not be limited, as respects his or their Award of the Sums to be paid by the said *Birkenhead, Lancashire, and Cheshire Junction Railway Company* in respect of the Matters aforesaid, to the Tolls and Charges prescribed in the said *Warrington and Altrincham Junction Railway Act*, nor shall such Arbitrators or Umpire make his or their Award upon or with reference to the Charges made or to be made by the said *Warrington and Altrincham Junction Railway Company*, or any other Parties, as Carriers over the said *Warrington and Altrincham Junction Railway*, but such Arbitrators or Umpire shall and may award such Tolls, Charges, Rent, and other Consideration as they or he shall consider fair,

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fair, having regard to the Cost of the said *Birkenhead, Lancashire, and Cheshire Junction* Railway and of the said *Warrington and Altrincham Junction* Railway respectively, and the other Circumstances of the Case, and the said Tolls, Charges, Rent, and other Consideration shall at all events be so fixed as not to leave the said *Birkenhead, Lancashire, and Cheshire Junction* Railway Company any Profit for or in respect of the Conveyance of any Traffic over or upon the said *Warrington and Altrincham Junction* Railway; and provided further, that the Tolls, Charges, Rent, and other Consideration so fixed shall (as between the *Warrington and Altrincham Junction* and *Birkenhead, Lancashire, and Cheshire Junction* Railway Companies,) be considered the Tolls and Charges authorized by and fixed and appointed under the *Warrington and Altrincham Junction* Railway Acts, and the same Provisions of such Acts (whether for Recovery of Tolls and Charges or otherwise in connexion therewith) shall be applicable thereto as are or may be applicable to any Tolls or Charges so authorized and fixed and appointed as last aforesaid; and all the Arrangements between the said Companies under this Provision shall be subject to the Conditions contained in the 88th Section of "The Railways Clauses Consolidation Act, 1845."

Company
not to con-
vey local
Traffic of
Warrington
and Altrin-
cham Line.

LXXI. The *Birkenhead, Lancashire, and Cheshire Junction* Railway Company shall not at any Time hereafter (without such Consent as aforesaid) erect, set up, or use, except as herein expressly provided, any Station or Stopping Place on the *Warrington and Altrincham Junction* Railway, or carry or receive for Carriage upon the same Railway any Passenger, Goods, or other Traffic arising at and intended for any present or future Station or Stopping Place on the Line of the same Railway, or carry or receive for Carriage on the same Railway any Passenger, Goods, or other Traffic, except such only as shall have been carried, or, having been received for Carriage, shall thereafter be actually carried either from or to *Lower Walton* or a Point West thereof.

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

LXXII. It shall not be lawful for the Company, out of any Money which they are at present authorized to raise, 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 Company to construct any other Railway or execute any other Work or Undertaking.

Railway, &c.
subject to
Provisions of
1 & 2 Vict.
c. 98.,
3 & 4 Vict.
c. 97.,

LXXIII. 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 Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act*

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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, and for other Purposes in relation to Railways*; and another Act was passed in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the Fifteenth Year of the same Reign, intituled *An Act to repeal the Act for constituting Commissioners of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the Company or their Railways from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railways, so far as the same shall be applicable thereto.

5 & 6 Vict.
c. 55.,
7 & 8 Vict.
c. 85.,
9 & 10 Vict.
c. 57., and
14 & 15 Vict.
c. 64.

LXXIV. Nothing herein contained shall be deemed or construed to exempt the Railways by this or the said recited Acts authorized to be made from the Provisions of any General Act relating to such Acts, or of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act or the said recited Act, or of the Rates for small Parcels.

Railways
not exempt
from Provi-
sions of
future Gene-
ral Acts.

LXXV. Nothing whatsoever contained in this Act, or in any of the Acts herein recited or referred to, shall extend to authorize the Company to purchase, take, use, or otherwise interfere with any Part of the Beach, Foreshore, or Bed of the River *Mersey*, belonging to Her Majesty in right of Her Crown, or any other Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners or Commissioner for the Time being of Her Majesty's Woods, Forests, and Land Revenues having the Management and Direction of the same Premises first had and obtained for that Purpose, and which such Commissioners or Commissioner are and is hereby authorized and empowered to give, or to divest, prejudice, diminish, alter, or take away any of the Estates, Rights, Privileges, Powers, or Authorities which now are or hereafter may be vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Saving the
Rights of
the Crown.

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Expenses
of Act.

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

Short Title.

LXXVII. In citing this Act for any Purpose it shall be sufficient to describe it as "The *Warrington and Altrincham Junction Railway Act, 1853.*"

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