



ANNO TERTIO

# VICTORIÆ REGINÆ.

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## Cap. xlix.

An Act for incorporating the *Chester and Crewe* Railway with the Grand Junction Railway, and for extending to the said first-mentioned Railway the Provisions of the several Acts of Parliament relating to the said last-mentioned Railway; and for other Purposes. [19th *May* 1840.]

**W**HEREAS an Act was passed in the Third Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from the Warrington and Newton Railway at Warrington in the County of Lancaster to Birmingham in the County of Warwick, to be called the Grand Junction Railway*: And whereas another Act was passed in the Fourth Year of the Reign of His said late Majesty, intituled *An Act to enable the Grand Junction Railway Company to alter and extend the Line of such Railway, and to make a Branch therefrom to Wolverhampton in the County of Stafford, and for other Purposes relating thereto*: And whereas another Act was passed in the Fifth Year of the Reign of His said late Majesty, intituled *An Act to enable the Grand Junction Railway Company to alter the Line of such Railway, and to make Two Branches therefrom in the County of Stafford, and for other Purposes relating thereto*: And whereas another Act was passed in

[*Local.*] 11 *E* the

3 & 4 W. 4. c. 34.  
4 & 5 W. 4. c. 55.  
5 & 6 W. 4. c. 9.

5 & 6 W. 4.  
c. 8.

7 W. 4. &  
1 Vict. c. 63.

1 & 2 Vict.  
c. 59.

7 W. 4. &  
1 Vict. c. 63.  
repealed.

the said Fifth Year of His said late Majesty's Reign, intituled *An Act for incorporating the Warrington and Newton Railway with the Grand Junction Railway, and for extending to the said first-mentioned Railway the Provisions of the several Acts of Parliament relating to the said last-mentioned Railway, and for other Purposes relating thereto*: And whereas another Act was passed in the First Year of the Reign of Her present Majesty, intituled *An Act for making a Railway from the City of Chester to join the Grand Junction Railway near Crewe Hall in the County of Chester, to be called the Chester and Crewe Railway*: And whereas another Act was passed in the First and Second Years of the Reign of Her present Majesty, intituled *An Act to alter, amend, extend, and enlarge the Powers and Provisions of the several Acts relating to the Grand Junction Railway, and for other Purposes connected therewith*: And whereas the Line of the said Grand Junction Railway from *Newton to Birmingham* is now open to the Public, and the Line of the said *Chester and Crewe Railway* and the Works connected therewith are in course of due Execution: And whereas it is expedient that the said Grand Junction Railway and the said *Chester and Crewe Railway* should be united and form one common Concern and Undertaking, and be under and subject to one common Control and System of Management, and that the Powers and Provisions of the said Act relating to the said *Chester and Crewe Railway* should be repealed, and that Provisions should be made in relation to the Matters aforesaid and concerning the said Two Companies: And whereas the Union of the said Railways and other the Purposes aforesaid cannot be effected without the Aid and 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, That upon and as from the First Day of *July* One thousand eight hundred and forty the said recited Act of the First Year of the Reign of Her present Majesty relating to the said *Chester and Crewe Railway* shall be and the same is hereby repealed.

Chester and  
Crewe Rail-  
way Com-  
pany incor-  
porated with  
the Grand  
Junction  
Railway  
Company.

II. And be it further enacted, That the Undertaking of the said *Chester and Crewe Railway* shall, from and after the said First Day of *July* One thousand eight hundred and forty, be incorporated with and form Part of the Undertaking of the Grand Junction Railway, and all the Works of the *Chester and Crewe Railway Company*, and all their Lands, Tenements, and Hereditaments, Shares, Profits, and Rights, and all the Real and Personal Property of the said Company, shall, from and after the said First Day of *July* One thousand eight hundred and forty, vest in and become the Property of the Grand Junction Railway Company, and shall and may be entered upon and taken, received, and recovered by the Grand Junction Railway Company accordingly.

Grand Junction  
Railway  
Acts ex-  
tended to  
the Chester

III. And be it further enacted, That from and after the said First Day of *July* One thousand eight hundred and forty the said several recited Acts of the Third, Fourth, and Fifth Years of the Reign of His said late Majesty, and of the First and Second Years of the Reign

Reign of Her present Majesty, (relating to the Grand Junction Railway, and every other Act of Parliament for the Time being, and from Time to Time or at any Time, relating to the Grand Junction Railway or to the Grand Junction Railway Company, (except in so far as is hereby otherwise declared, and except in so far as the said Acts or any of them, or any of the Provisions therein contained, shall be inconsistent with or inapplicable or repugnant to the Provisions or Objects and Purposes of this Act,) shall extend to and comprehend, and be for all Purposes whatsoever deemed and taken to extend to and comprehend, and be applicable and in force, with relation to the said Railway from *Chester* to *Crewe*, and the Works connected therewith, as fully and effectually to all Intents and Purposes as if the said last-mentioned Railway and the said last-mentioned Company had been or were expressly named and mentioned therein; and every such Act is hereby specifically re-enacted accordingly.

and Crewe  
Line.

IV. And be it further enacted, That it shall be lawful for the Grand Junction Railway Company to make and create (over and above and in addition to any other Shares by the said recited Acts relating to the Grand Junction Railway, or any of them, authorized to be made or created) any Number of new Shares not exceeding Five thousand of Twenty-five Pounds each, such new Shares to be numbered in arithmetical Progression, beginning with the Number Twenty-one thousand eight hundred and thirty-seven, and each such new Share shall always be distinguished by the Number to be applied to the same.

New Shares  
to be created.

V. And be it further enacted, That all such new Shares to be created in pursuance of the Powers of this Act shall be deemed Personal Estate, and shall be transmissible and transferrable as such, and the several Corporations and Persons who, upon the First Day of *June* One thousand eight hundred and forty, (after which Day no Shares in the *Chester* and *Crewe* Railway shall be transferrable or transmissible in any Manner howsoever,) shall (according to the Books kept by the Clerk of the said *Chester* and *Crewe* Railway Company) be or appear to be the Proprietors of Shares in the *Chester* and *Crewe* Railway Company, and their respective Successors, Executors, Administrators, or Assigns, shall be entitled to the new Shares in the Grand Junction Railway to be created by virtue of this Act, in the Proportion of One of such new Shares in the Grand Junction Railway for One of such old Shares in the *Chester* and *Crewe* Railway upon which the full Sum of Fifty Pounds shall have been paid up; and that all Bodies Politic, Corporate, or Collegiate, and all Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who shall become Proprietors of such new Twenty-five Pounds Shares, shall be entitled to and receive in equal and proportionate Parts with the Proprietors of the Shares of One hundred Pounds each and of Fifty Pounds each already created in the Grand Junction Railway, (according to the Number of Shares holden, and to the Sums from Time to Time paid up in respect thereof,) the net Profits and Advantages which at any Time after the said First Day of *July* One thousand eight hundred and forty shall arise or accrue to the Grand Junction Railway Company; and (except where otherwise expressly provided) all the Clauses, Provisions, Powers, Penalties, Rights, Privileges,

Such new  
Shares to be  
Personal  
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vileges, Matters, and Things contained in or given or imposed by the said several recited Acts or any of them, relating to the said Grand Junction Railway Company, concerning or with reference to the Shares of and in their Undertaking, or the Proprietors of such Shares, or the Calls or Dividends upon or in respect of them, shall extend and apply to the said new Shares hereby authorized to be created and the Proprietors thereof from Time to Time.

Votes in re-  
spect of new  
Shares  
created by  
virtue of this  
Act.

VI. And be it further enacted, That at all General and Special General Meetings of the said Grand Junction Railway Company all Bodies Corporate and Collegiate, and all Persons who shall have become entitled to any Number of such new Shares (not exceeding together Two thousand Pounds in Amount), shall have One Vote for each One hundred Pounds in Amount of such new Shares; and all such Bodies and Persons as shall have become entitled to such a Number of such new Shares as shall together exceed Two thousand Pounds in Amount (shall over and above the Votes which they shall so as aforesaid have in respect of the first Two thousand Pounds in Amount) have an additional Vote for every Four hundred Pounds in Amount of such new Shares beyond the said Amount of Two thousand Pounds.

Provision in  
the event of  
50% per  
Share not  
having been  
called for on  
Chester and  
Crewe Shares  
before the  
1st July 1840.

VII. And be it further enacted, (without prejudice to any other Provisions in this Act contained,) That if it shall happen that the whole Sum of Fifty Pounds *per* Share hath not been called for, or having been called for hath not been paid up, upon or in respect of the original Shares in the *Chester and Crewe* Railway, on or before the said First Day of *July* One thousand eight hundred and Forty, then and in either of such Cases the Sum so remaining uncalled for or unpaid, as the Case may be, shall be considered as so much uncalled for, or as unpaid, upon or in respect of the new Twenty-five Pounds Shares to be substituted by virtue of this Act; and it shall and may be lawful for the Directors of the said Grand Junction Railway Company, at any Time after the said First Day of *July* One thousand eight hundred and forty, to make a Call or Calls upon the several Bodies or Persons who may for the Time being be the Proprietors of the new Shares created by virtue of this Act, for so much Money as, together with the Sums then already called up by the Directors of the said *Chester and Crewe* Railway in respect of the said original Shares, will make up the full Sum of Fifty Pounds for each One of such original Shares; and, for the Purpose of enforcing Payment of Calls made by the Directors of the said *Chester and Crewe* Railway, and for the Purpose also of making and enforcing Payment of the Monies by this Act authorized to be called for by the Directors of the said Grand Junction Railway from the Proprietors of such new Five thousand Shares, (with Interest on the Call or several Calls, in case of default in due Payment thereof,) the said Grand Junction Railway Company, and the Directors thereof, severally and respectively, are hereby invested with all the Powers to make Calls and charge Interest thereon, to sue for and recover Calls and Interest, and to declare forfeited, and to confirm the Declarations of Forfeiture, of and to sell Shares for Nonpayment of Calls and Interest, with all other the Powers, Indemnities, and Remedies which

which are given by any of the said recited Acts relating to the said Grand Junction Railway, with respect to Calls, or the Recovery of or Remedies in case of Nonpayment of Calls made or to be made under or by virtue of such Acts, or any of them; and all such Powers, Indemnities, and Remedies shall be in force and to all Intents valid and effectual for the Purposes aforesaid or any of them.

VIII. And be it further enacted, That the said Grand Junction Railway Company shall pay and discharge all the just Debts of the *Chester and Crewe* Railway Company lawfully incurred in or about their said Undertaking, and shall fully and effectually complete the said *Chester and Crewe* Railway and the Works connected therewith, within the Time limited by the said recited Act relating to the said *Chester and Crewe* Railway.

Grand Junction Company to pay Debts of *Chester and Crewe* Company, and complete the Line.

IX. And be it further enacted, That it shall be lawful for the said Grand Junction Railway Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be conveyed upon or along the said Railway from *Chester* to *Crewe*, any Rates or Tolls not exceeding the several Rates or Tolls hereinafter mentioned (being the Rates or Tolls authorized by the said recited Act relating to the *Chester and Crewe* Railway); that is to say),

Grand Junction Railway Company to recover Rates for the Use of the *Chester and Crewe* Line.

For all Dung, Compost, and all Sorts of Manure, Lime, and Limestone, and Salt, and all undressed Materials for the Repair of public Roads or Highways, or Draining Tiles used for agricultural Purposes, by Landholders or Occupiers on the Line of the said Railway from *Chester* to *Crewe*, the Sum of One Penny *per Ton per Mile* :

For all Coals, Coke, Culm, Charcoal, Cinders, Building and Pitching and Paving Stones, dressed, Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig, Bar, Rod, and Coop, Sheet, and all other similar Descriptions wrought Iron and Castings not manufactured into Utensils or other Articles of Merchandize, the Sum of Three Halfpence *per Ton per Mile* :

For all Sugar, Grain, Corn, Flour, Dye-woods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, the Sum of Two-pence *per Ton per Mile* :

For all Cotton and other Wools, Hides, Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, and Things, the Sum of Three-pence *per Ton per Mile* :

For every Person conveyed in or upon any such Carriage the Sum of Two-pence *per Mile* :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, the Sum of Three Halfpence *per Mile* :

For every Calf or Pig conveyed in or upon any such Carriage, the Sum of One Halfpenny *per Mile* :

For every Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, the Sum of One Farthing *per Mile* :

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For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, the Sum of Four-pence *per* Mile; and for any such Carriage weighing more than One Ton, the Sum of Four-pence *per* Ton *per* Mile, and so in proportion for every Fraction of a Ton, such Fraction to be computed in the Manner herein-after provided.

Nothing herein contained to abate Actions, &c.

X. And be it further enacted, That nothing herein contained shall prevent or abate any Action, Suit, or other Proceeding of any Nature or Kind whatsoever (whether for recovering or in respect of unpaid Calls upon Shares in the said *Chester* and *Crewe* Railway, or for or relating to Penalties, or to any other Matter or Thing whatsoever concerning the said *Chester* and *Crewe* Railway or the said *Chester* and *Crewe* Railway Company, ) commenced or taken on or before the said First Day of *July* One thousand eight hundred and forty by the said *Chester* and *Crewe* Railway Company, or the Directors or any Officer thereof, or other Person on behalf of the said Company, but every such Action, Suit, or Proceeding may be prosecuted, continued, proceeded with, carried to Execution, and enforced, and all Penalties, Costs, Charges, Damages, Expences, and Monies may be recovered and enforced (as well before as after the said First Day of *July* One thousand eight hundred and forty), as if this Act had not been passed, and as fully and effectually to all Intents and Purposes whatsoever, and either in the Name of the said Grand Junction Railway Company or of the said *Chester* and *Crewe* Railway Company, or otherwise; and that nothing herein contained shall extend to revive or continue any Right of Action which by virtue of the said Act of the First Year of the Reign of Her present Majesty relating to the said *Chester* and *Crewe* Railway should be or should have been brought within a limited Time.

Contracts to remain in force.

XI. And be it further enacted, That all Purchases, Sales, Contracts, Conveyances, Covenants, Mortgages, Bonds, Securities, Grants, Leases, Agreements, and Payments made, entered into, or granted to, by, or with the *Chester* and *Crewe* Railway Company, or the Directors or any Committee of the Directors, or the Clerk, Treasurer, or any other Officer or Agent of or Person lawfully authorized and acting on behalf of the *Chester* and *Crewe* Railway Company, upon or prior to the said First Day of *July* One thousand eight hundred and forty, shall operate, remain, and be valid and effectual, and shall be binding and continue of full Force and Effect, and may be sued upon, pleaded, and enforced by, for, and for the Benefit or Advantage of, and also against the said Grand Junction Railway Company, (in lieu of the *Chester* and *Crewe* Railway Company,) and also all other Parties to such Purchases, Sales, Contracts, Conveyances, Covenants, Mortgages, Bonds, Securities, Grants, Leases, Agreements, and Payments, as fully and effectually to all Intents and Purposes as if the same had been originally made, entered into, or granted to, by, with, or between the Grand Junction Railway Company and such other Parties, or as if the said last-mentioned Company had been named therein instead of the *Chester* and *Crewe* Railway Company.

XII. And

XII. And whereas the several Bridges by the said recited Act of the First Year of Her present Majesty's Reign relating to the said *Chester* and *Crewe* Railway authorized and required to be built over, and also the Archways authorized and required to be constructed under, the *Ellesmere* and *Chester* Canal are already built and constructed, or are now in the course of Construction as required by the said Act (save as regards the Bridge over the *Middlewick* Branch of the said *Ellesmere* and *Chester* Canal); and it is expedient to make Provision for the Completion and due Maintenance of such Bridges and Archways: And whereas the Bridge already built and constructed over the said *Middlewick* Branch of the said *Ellesmere* and *Chester* Canal hath, with the Consent of the said *Ellesmere* and *Chester* Canal Company, been constructed and built so as to leave a free, open, and uninterrupted navigable Waterway of Eleven Feet in Width only, together with a Towing Path of Five Feet in Width, instead of a Waterway of Sixteen Feet in Width as erroneously provided for in and by the said recited Act of the First Year of Her present Majesty's Reign relating to the said *Chester* and *Crewe* Railway: Be it therefore further enacted, That the said Grand Junction Railway Company shall from Time to Time, and at all Times for ever hereafter, at their own Expence, maintain the said Bridges (as now constructed or in the course of Construction) in perfect Repair, and so as at all Times (except during the Performance of necessary Repairs, or during the Reconstruction thereof, if it shall ever be necessary to reconstruct the same,) to leave as much Waterway in the said Canal as at present; and also that during the Performance of necessary Repairs and the Reconstruction of such Bridges (if it shall ever become necessary to reconstruct the same) there shall always be left and maintained, at the Expence of the said Railway Company, a free, open and uninterrupted navigable Waterway in the said Canal of Twelve Feet in Width and of Nine Feet in Height under the Centering, save and except that at the said Bridge over the said *Middlewick* Branch of the said *Ellesmere* and *Chester* Canal the Waterway shall be Nine Feet only in Width and Nine Feet in Height during the Time of such necessary Repairs and the Reconstruction of such Bridges, if it shall ever be necessary to reconstruct the same.

Free Passage to be left along the *Ellesmere* and *Chester* Canal.

XIII. And be it further enacted, That nothing in this Act contained shall take away, diminish, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Ellesmere* and *Chester* Canal, or authorize or empower the said Railway Company at any Time hereafter to alter the Line or Level of the said Canal, or the Towing Paths thereof, or any Part or Parts thereof respectively, or in any Manner to obstruct the passing of Boats, Barges, or other Vessels along the said Canal, or any Part thereof, or so to divert any of the Waters therein, or of the Streams, Brooks, or Rivulets which may have been taken for the Use of or which now supply the said Canal with Water, as in any Manner to injure or prejudice the said Canal; and that it shall not be lawful for the said Railway Company to make any Deviations from the Course or Direction of the said Railway as now laid down, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks,

To prevent the *Ellesmere* and *Chester* Canal being diverted.

Banks, or Feeders, or any other Works or Land of or belonging to the said Canal, shall be taken, used, or damaged, without the Consent in Writing of the said Company of Proprietors of the said *Ellesmere* and *Chester* Canal under their Common Seal first had and obtained.

To prevent the *Ellesmere* and *Chester* Canal being obstructed.

XIV. And be it further enacted, That if in the Execution of any of the Works by this Act authorized, or by any Act or Omission of the said Railway Company, their Agents, Servants, or Workmen, or if by any Reason, or in consequence of any of the said Works when made, or during the Progress of any Reparations of such Works which may hereafter become necessary to be made, the said *Ellesmere* and *Chester* Canal, or the Branches thereof, or the Towing Paths thereof, shall at any Time be so obstructed as that Boats, Barges, or other Vessels using the same cannot conveniently pass along the same, then and in either of the said Cases it shall and may be lawful for the said Company of Proprietors of the said Canal, at the Costs and Charges of the said Railway Company, to remove, take, and put away such Obstructions or Impediments as aforesaid, and to make good all Damages or Injury done to the said Navigation thereby; and that the said Railway Company shall pay to the said Company of Proprietors of the said Canal, as or by way of ascertained Damages, all Costs and Charges to be incurred as aforesaid, and also the Sum of One hundred Pounds for every Twelve Hours during which such Obstruction or Impediment shall continue on the said Canal, and so in proportion for any less Time than Twelve Hours; and in default of Payment of such Costs and Charges, or of the said Sum of One hundred Pounds, or such Part thereof as shall become due, on Demand made of or from the Treasurer of the said Railway Company (provided such Demand be in Writing, and fully and accurately state the Particulars thereof), any Two or more of Her Majesty's Justices of the Peace for the said County of *Chester* shall and they are hereby required, on Application by the said Company of Proprietors of the said Canal, or their Clerk or Clerks or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount thereof to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said Canal Company, their Agent or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company; or the said Company of Proprietors of the said Canal may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Archways to be kept in good Repair under the Canal.

XV. And be it further enacted, That the said Railway Company shall and they are hereby required, from Time to Time and at all Times hereafter, to keep or cause to be kept the said Archways under the *Ellesmere* and *Chester* Canal, and the Walls of the same, and all Works appertaining to the said Archways, in good and substantial Repair in every respect to the Satisfaction of the general Engineer for the Time being of the said *Ellesmere* and *Chester* Canal; and in case of any Want of Repair of the said Archways or Works connected therewith, and Notice thereof being given to the said

Railway



Railway Company by the said general Engineer, if the said Railway Company shall not for the Space of Seven Days after the Service of such Notice commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Engineer to proceed and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repair as may be; and all the Costs, Charges, and Expences so incurred by the said Engineer shall be paid, on Demand, by the said Railway Company, or, in failure of Payment for Twenty-one Days after such Demand, the same may be recovered by the said *Ellesmere* and *Chester* Canal Company, with full Costs of Suit, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*, provided that such Demand be made in Writing, and shall fully and accurately state the Particulars of all such Costs, Charges, and Expences.

XVI. Provided also, and be it further enacted, That if, in consequence of the said Railway being abandoned or given up by the said Railway Company, the said Archways shall not be used or employed by the said Company for the Purposes of a Railway for the Space of Seven Years, then and in such Case the said Archways shall revert to and be at the entire Disposal of the said *Ellesmere* and *Chester* Canal Company for ever; and the said Railway Company in such Event shall, and they are hereby required, upon the Request of the said *Ellesmere* and *Chester* Canal Company aforesaid, to be signified under the Hand of the general Engineer of the said Company, to take down and remove the Arches and Walls of the said Archways, and fill up or cover over or arch, and well and effectually secure, the Cavities occasioned thereby, for the perfect Safety of the Public and Security of the said Canal, in such Manner as shall be approved of by the said Engineer for the Time being.

In case the Railway should be abandoned, the Archways to be at the Disposal of the *Ellesmere* and *Chester* Canal.

XVII. And be it further enacted, That if by any Act or Omission of the said Railway Company during the Execution or after the Completion of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of the said Archways under the said *Ellesmere* and *Chester* Canal, or of any of the Puddles, Slopes, Banks, or Walls of the said Railway under, over, or near the said Canal, it shall happen that the said *Ellesmere* and *Chester* Canal, or the Towing Path thereof, shall be so injured that Boats, Barges, or other Vessels navigating or using the said Canal shall be obstructed or impeded in their Passage, or shall not be able to pass along the same, then and in any such Case the said Railway Company shall pay to the said Canal Company, as or by way of ascertained Damages, the Sum of One hundred Pounds for every Twelve Hours during which any such Impediment shall continue, and so in proportion for any less Portion of Time; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand on the Treasurer of the said Railway Company, the said *Ellesmere* and *Chester* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at

For preventing Obstruction to the *Ellesmere* and *Chester* Canal.

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*Westminster*:

Ellesmere  
and Chester  
Canal Com-  
pany may  
recover for  
special  
Damage.

*Westminster*: Provided also, that nothing herein contained shall extend to prevent the said *Ellesmere* and *Chester* Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company, in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties hereinbefore imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said *Ellesmere* and *Chester* Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company, and no Action shall be maintainable by the said *Ellesmere* and *Chester* Canal Company against the said Railway Company, for the Recovery of any Penalty or Penalties, after Judgment shall have been obtained by them, for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable; and no Execution shall be issued in any such Action for special Damages pending any Action for any such Penalties, but after Judgment in any such last-mentioned Action then Execution may be taken out in such first-mentioned Action for the Balance, if any remaining, after deducting any such Penalties recovered, from any Sum also recovered for such special Damages in any such first-mentioned Action.

Power to  
take tempo-  
rary Posses-  
sion of Land  
without pre-  
vious Pay-  
ment of  
Price.

XVIII. And be it further enacted, That, subject to the Provisions herein-after contained, the said Company may and they are hereby empowered, at any Time or Times before the Expiration of the Period by the said recited Act and this Act limited for the Completion of the said Railway from *Chester* to *Crewe*, and without making any previous Payment, Tender, or Deposit, to enter or continue upon the Lands of any Person or Corporation, not being more than Two hundred and fifty Yards distant from the Centre of the said Railway, and not being a Garden, Orchard, Park, Plantation, planted Walk, Avenue, or Ground planted and set apart as a Nursery for Trees, and not being nearer to any Mansion House than Five hundred Yards, and upon any existing private Roads not being more than Five hundred Yards distant from the Centre of the said Railway, and to use the said Lands for the Purposes of permanently depositing Soil thereon, or of taking Stuff by Side Cuttings therefrom, or of obtaining Materials for the Formation of the Railway therefrom, or of forming Roads or Approaches thereon, to and from or over or under the said Railway, or of occupying the said Lands during the Construction or Repair of the said Railway; and for these Purposes, or any of them, to lay or deposit on the said Lands, or to work or manufacture thereon, any Earth, Clay, Gravel, Sand, Stones, Bricks, Slates, Timber, Lime, or other Things, or to dig, and get, take, remove, and carry away out  
of

of or from such Lands, or any Part thereof, any Soil, Gravel, Clay, Sand, Stone, or other Things which can or may be got or found therein, and to manufacture the same, and to use the said existing private Roads, the said Company giving notice to the Owners and Occupiers of such Lands, and making Compensation in manner after mentioned.

XIX. And be it further enacted, That before entering on any such Lands the said Company shall, in case the said Lands are required for Spoil Banks or for Side Cuttings, or for obtaining Materials for the Construction or Repair of the said Railway, give Six Weeks Notice of their Intention to enter upon the same to the Owners and Occupiers thereof, or in case of the Absence of such Owners then to their known Agent; and in case the said Lands are required for any of the other Purposes herein-before mentioned, the said Company shall give Ten Days Notice of such their Intention to the said Owners or the Agents as aforesaid and Occupiers; and in either Case the said Company shall, if required, separate and set apart the said Lands from the other Lands adjoining thereto: Provided always, that if the said Lands are required for any of the Purposes in respect of which a Notice of Six Weeks is herein-before provided, it shall be in the Power of the Owner of the Lands therein referred to, or of his Agent, within Ten Days after Service of the said Notice, to object to the said Company making use thereof, on the Ground that other Lands lying contiguous thereto might be more beneficially occupied for such Purpose by the said Company, and with less Objection to the said Owner; and in such Case, if the said Company shall refuse to occupy such other Lands in lieu of the Lands referred to by them in the said Notice, it shall be lawful for any Justice of the County where the said Lands wholly or in part lie, on the Application of the said Owner, to summon the said Company and the Owner of such other Lands to appear before him at any Time not being less than Fourteen Days from the Service of such Summons on the said Company and the said Owner or his Agent, and on hearing of the Parties verbally to determine summarily whether either and which of the said Lands shall be occupied by the said Company for such Purposes as aforesaid, and to authorize the said Company to occupy the same accordingly.

Company to give Notice previous to such temporary Possession.

XX. And be it further enacted, That where the said Company shall, in virtue of the Powers herein-before conferred on them, enter upon or continue in the Possession of any Lands for the Purpose of making Spoil Banks or Side Cuttings thereon, or for obtaining Materials for the Construction or Repair of the said Railway therefrom, it shall be in the Power of the Person or Corporation by the said recited Act or this Act capacitated to sell and convey the said Lands, and of the Occupier thereof, at any Time during the Possession of the same by the said Company, to require the said Company to purchase the said Lands, and their Rights and Interests therein, by serving a Notice in Writing on their Clerk, setting forth the Particulars and Amount of their Claim in respect thereof, and the said Company shall thereupon be bound to purchase the said Lands and Rights and Interests therein accordingly, and the Value of such Lands, and the Compensation payable

Owners of Lands may compel Company to purchase Lands so temporarily occupied.

payable therefore, to the said Owner and Occupier, shall, in case of Difference, be settled and ascertained in like Manner as in the said recited Act is provided with respect to the Purchase of Lands required for the Purposes of the said Act.

Provision as to fixing Compensation for Ground temporarily occupied.

XXI. And be it further enacted, That where the said Company shall not be required to purchase the said Lands, and in all other Cases where they shall enter upon or continue in the temporary Possession of Lands in virtue of the Powers herein-before granted, they shall be obliged, within One Month after their Entry upon such Lands, if not already entered upon, and within One Month after the passing of this Act if the same have been already entered upon under a Notice served on the Owner or Occupier in Terms of the said recited Act, upon being required so to do by a written Notice delivered to their Clerk setting forth the Particulars and Amount of his Claim, to agree with the Occupier of the said Lands for the Payment of the Value of any Crop or Dressing that may be thereon, and of an annual Sum by way of Rent for and during the Occupation thereof, and shall also, within Six Calendar Months after they have ceased to occupy the said Lands, and not later than Six Calendar Months after the Expiration of the Time by the said recited Act and this Act limited for the Completion of the said Railway, upon being required by the Owner and Occupier of the said Lands by a written Notice delivered to their Clerk setting forth the Particulars and Amount of their Claim, agree with such Owner and Occupier for the Payment of any permanent Damage or Injury that may have been done to the said Lands in the Exercise of the Powers herein-before granted; and the Amount of such permanent Damage, or the Value of any Crop or Dressing that may be on the said Lands, and the Rent payable in respect thereof for and during the Company's Possession, shall, in case of Difference, be settled and ascertained in like Manner as in the said recited Act is provided with respect to Compensation for Damage, and to the Purchase of Lands required for the Purposes of the said Railway.

Provision for Injury to Roads.

XXII. And be it further enacted, That in all Cases in which, in the Exercise of any of the Powers hereby granted, any Carriage or Horse Road, either public or private, or any Part of the same, shall be found necessary to be crossed, cut through, raised, sunk, taken, or so much injured as to be impassable for Travellers, Passengers, or Carriages, or Persons entitled to the Use thereof, the said Company shall, at their own Expence, before any such Road shall be so crossed, cut through, raised, sunk, taken, or injured as aforesaid, cause a good and sufficient Road, as the Case may require, to be set out and made, instead of such Road so crossed, cut through, raised, sunk, taken, or injured, and such new Road shall be as convenient for Passengers, and Carriages as the said Road so to be crossed, cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be; and where the Road so crossed, cut through, raised, sunk, taken, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be so made, and the principal Road restored, within Six Calendar Months after the Commencement of such Operations; and the Railway, where it shall cross such Turnpike Road, shall be made and kept in repair so as to prevent Inconvenience or Obstruction to the

Passage along such Turnpike Road; and in case the said Company shall not in manner aforesaid cause a good and sufficient Road to be set out and made, before any such Road shall be so injured or prejudiced as aforesaid, or in case any Turnpike Road shall not be restored within Six Calendar Months after the Commencement of the Operation herein-before mentioned, then and in either of such Cases the said Company shall forfeit and pay for each and every Day beyond the prescribed Period the Sum of Thirty Pounds, which Penalty shall be recoverable from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by this or the said recited Acts, and shall be paid to the Trustees or other Persons having the Care and Management of the said Road.

XXIII. And be it further enacted, That no Bye Law which the said Company may have heretofore made under the Authority of the said recited Acts (except such as may relate solely to the Proprietors of the said Company, or to any of their Officers or Servants,) shall be valid or binding for a longer Period than Six Calendar Months from the passing of this Act, nor shall any Bye Law (except as aforesaid) which shall hereafter be made by the said Company be valid or binding unless the same shall be allowed by some Judge of one of Her Majesty's Courts of Record at *Westminster*, or by the Justices assembled at some General or Quarter Sessions of the Peace for the Counties of *Lancaster* or *Warwick*, or either of them; which said Justices are hereby authorized and required, on the Request of the said Company, to examine into the Bye Laws which may be tendered to them for that Purpose by the said Company, and to allow of or disallow the same, or any Part thereof, as to them may seem meet; and all Penalties which may be imposed by virtue of any such Bye Laws shall be so framed as to allow the Justice or Justices before whom the same may be sought to be recovered to order the Whole or any Part of such Penalties to be paid: Provided always, that the said Company shall and they are hereby required to give Notice of their Intention to apply to such Judge or such Justices to confirm the said Bye Laws, by Advertisement in some Newspaper usually circulated in the County where such Application is intended to be made One Calendar Month at least before such Application shall be made; and any Person who may feel himself aggrieved by any of such Bye Laws may appear before such Judge or such Justices, and object to the same: Provided that not more than One Person shall be heard in objection to any one and the same Bye Law.

Bye Laws  
to be con-  
firmed.

XXIV. And be it further enacted, That the said Company shall and they are hereby required, in each and every Year, to cause an annual Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under or by virtue of this or the said recited Acts for the Year ending on the Thirtieth Day of *June*, or some other convenient Day in each Year, under the several and distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the Secretary or Clerk for the Time being of the said Company, and

An Annual  
Account to  
be made up,  
and a Copy  
transmitted  
to the Clerk  
of the Peace.

[*Local.*]

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shall

shall transmit a Copy of the said Account free of Charge to the Clerk of the Peace for the several Counties of *Lancaster, Chester, Stafford, and Warwick*, on or before the First Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to prepare and transmit or cause to be prepared and transmitted such Account as aforesaid, they shall forfeit and pay for every such Omission or Neglect the Sum of Twenty Pounds.

Repeal of  
Clause as to  
Limitation  
of Actions.

XXV. And whereas it is by the said first-recited Act enacted, “ that no Action, Suit, or Information, nor any other Proceeding of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under this Act, unless Fourteen Days previous Notice in Writing shall be given by the Party or Parties intending to commence and prosecute such Action, Suit, Information, or other Proceeding to the intended Defendant or Defendants, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Three Calendar Months next after the Fact committed (or in case there shall be a Continuation of Damage, then within Three Calendar Months next after the doing or committing such Damage shall have ceased), nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant or Defendants in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence, at any Trial to be had thereupon, and that the Acts were done or were omitted to be done in pursuance of or by the Authority of this Act; and if it shall so appear, or if it shall appear that such Action, Suit, Information, or other Proceeding hath been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant or Defendants, upon which Verdict (or if the Plaintiff or Plaintiffs shall become nonsuited, or shall suffer a Discontinuance of his, her, or their Action, Suit, Information or other Proceeding after the Defendant or Defendants shall have appeared thereto, or if a Verdict shall pass against the Plaintiff or Plaintiffs therein, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff or Plaintiffs,) the Defendant or Defendants shall have his, her, or their Costs, and shall have such Remedy for Recovery thereof as Defendants have for recovering Costs of Suit at Law in any other Cases:” And whereas it is expedient that the said recited Enactment should be repealed; be it therefore further enacted, That the said Enactment shall be and the same is hereby declared to be repealed.

Rates of  
Carriage to  
be charged  
equally.

XXVI. And be it further enacted, That the Charges by the said recited Acts or either of them authorized to be made for the Carriage of any Passengers, Goods, Animals, or other Matters or Things to be conveyed by the said Company, or for the Use of any Steam Power or Carriage to be supplied by the said Company, shall be at all Times charged equally, and after the same Rate *per* Mile, or *per* Ton

Ton *per* Mile, in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, conveyed or propelled by a like Carriage or Engine passing on the same Portion of the Line only, and under the same Circumstances; and no Reduction or Advance in any Charge for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, shall be made, either directly or indirectly, in favour of or against any particular Company or Person travelling upon or using the same Portion of the said Railway under the same Circumstances as aforesaid.

XXVII. And be it further enacted, That the Account by the said recited Act of the Second Year of the Reign of Her present Majesty required to be kept by the said Company, for the Inspection of the Overseers of the Poor of the several Parishes and Townships through which the said Railway passes, shall contain (besides the other Matter required by the said recited Act) an Account of the several Tolls, Rates, or Duties received by the said Company from other Companies and Persons using the said Railway as Carriers.

Amending Clause in recited Act 1 & 2 Vict. c. 69. requiring Company to keep separate Accounts of Tolls, &c.

XXVIII. And whereas it is by the said first-recited Act enacted, that if any Person shall throw, place, scatter, drop, or leave any Gravel, Stone, or other Matter or Thing upon any Part of the said Railway, unless by the Authority in Writing of the said Company, or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway, or any Part thereof, he or she, or any Person (actually or constructively) aiding or assisting therein, shall respectively forfeit and pay any Sum not exceeding Ten Pounds, nor less than Twenty Shillings, for every such Offence: And whereas it is expedient that further and more effectual Provision should be made for preventing Accident upon the said Railway; be it therefore enacted, That the said Enactment shall be and the same is hereby declared to be repealed.

Repealing Clause as to Penalty on Persons obstructing the free Course of the Railway.

XXIX. And be it further enacted, That if any Person shall throw or place, or wilfully scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing, upon any Part of the Railway authorized by the said recited Acts or any of them or this Act to be made, or shall extinguish any Light or Lamp set up by the said Company on or near the said Railway or other Works for the Purpose of lighting the same, unless by Authority of the said Company, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty for obstructing Passage on Railway.

XXX. And be it further enacted, That if any Person shall wilfully, maliciously, or negligently do or omit to do any Act, by which Act or Omission the Life or Limb of any Person passing along or who shall be otherwise upon the said Railway or the Walks thereof respectively shall be or might be injured or endangered, every such Person so offending, and every Person counselling, aiding, or assisting therein, shall be deemed guilty of an Offence against this Act, and being convicted thereof upon the Oath of One or more Witnesses before

For the Punishment of Persons obstructing the Railway, or guilty of Negligence or Misconduct thereon.

before any Two or more of Her Majesty's Justices of the Peace for the County or Place wherein the said Offence shall be committed, (who are hereby authorized and required, upon Complaint to them made upon Oath, to take cognizance thereof, and to act summarily in the Premises,) shall for every such Offence forfeit and pay a Sum not exceeding Ten Pounds, to be recovered and applied in like Manner as Penalties imposed by the said recited Act of the Third Year of the Reign of His said late Majesty are directed to be recovered and applied, and in default of Payment thereof shall, in the Discretion of such Justices, be imprisoned, with or without hard Labour, for any Term not exceeding Three Calendar Months; or being indicted and convicted of any such Offence as aforesaid before any Court of Quarter Sessions or Court of Assize shall, at the Discretion of such Court, be imprisoned, with or without hard Labour, for any Period not exceeding Two Years.

Repealing  
Clause as to  
Penalty on  
obstructing  
Persons em-  
ployed in  
the Con-  
struction of  
the Railway.

XXXI. And whereas it is in the said recited Act of the First Year of the Reign of Her present Majesty enacted, that if any Person shall obstruct or prevent any Person employed by the said Company in setting out the Line of the said Railway, or engaged in the Construction thereof or of any Part thereof, or shall pull up or remove any Stakes that may have been driven into the Ground for the Purpose of setting out the Line of the said Railway, he shall forfeit and pay any Sum not exceeding Five Pounds nor less than Forty Shillings for every such Offence: And whereas it is expedient that the said Enactment should be forthwith repealed; be it therefore further enacted, That from and after the passing of this Act the said Enactment shall be and the same is hereby declared to be repealed.

For remov-  
ing Doubts  
as to working  
Mines.

XXXII. And whereas by the said recited Act of the Third Year of the Reign of His late Majesty King *William* the Fourth it was among other Things enacted, that nothing in that Act contained should extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals under any Lands, Tenements, or Hereditaments purchased by the said Company under the Provisions of that Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as might be necessary to be dug or carried away or used for the Purposes of that Act, but that all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals (not necessary to be so dug, carried away, or used as aforesaid,) should be deemed to be excepted out of the Purchase and Conveyance of such Lands, Tenements, and Hereditaments, and (subject to the Provision therein-after contained for the Purchase thereof by the said Company) might be worked by the respective Owners or Lessees thereof under the said Lands, Tenements, or Hereditaments, the Railway or other Works of the said Company, as if that Act had not been passed; provided that in the working of such Mines and Minerals no Damage were wilfully done to the said Railway or Works, and that the said Mines and Minerals were not worked in an improper Manner; and it was by the said Act now in recital further enacted, that when and so often as the Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals lying under  
the



the said Railway and Works, or any of them, or within the Distance of Forty Yards from such Railway or Works respectively, should be desirous of working the same, then and in every such Case such Proprietor, Lessee, or Tenant should give Notice in Writing to the the said Company, under his Hand, of such Intention, at least Twenty-one Days before he should begin to work such Mines; and upon the Receipt of such Notice it should be lawful for the said Company to inspect such Mines, or to cause the same to be inspected, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase of and to purchase any such Mines or Minerals, or any Part thereof, the getting and working of which might appear to the said Company likely to prejudice or damage the said Railway or other Works; and in case the said Company, and such Proprietor, Lessee, or Tenant, could not or did not agree as to the Amount or Value of such Mines or Minerals, the same should be ascertained and settled by the Verdict of a Jury as was therein-after directed with respect to the Lands, Tenements, and Hereditaments which should or might be taken for the Purposes of that Act: Provided nevertheless, that in case the said Company did not, before the Expiration of such Twenty-one Days, declare their Desire to purchase the said Mines, and did not treat with such Proprietor, Lessee, or Tenant for the same, then it should be lawful for the Proprietor, Lessee, or Tenant of such Mines, and he was thereby authorized, to work and get such Part of the said Mines as lay under the said Railway and other Works, or within the Distance aforesaid, without being liable to the said Company for any Damage which might be done thereby, unless such Damage were wilfully done or were caused by the working of the said Mines in an improper Manner: Provided also, that the Proprietors, Lessees, or Tenants of such Mines or Minerals should not be liable for any Damage which might be done or happen to the said Railway and Works in consequence of the getting and working any Mines and Minerals which should not be purchased by the said Company under the Powers of the said Act of the Third Year of the Reign of His late Majesty King *William* the Fourth, unless such Damage were wilfully done or were caused by the getting or working of the said Mines or Minerals in an improper Manner: And whereas Doubts have arisen whether such Damage might not be considered as wilfully done within the Meaning of the said recited Act of the Third Year of King *William* the Fourth, although such Damage should be unavoidably done by the working or getting of such Mines and Minerals as aforesaid in a skilful and proper Manner, according to the customary and usual Mode of working and getting Mines and Minerals in the Neighbourhood in which such Mines may be situate, although such a Construction was not contemplated at the Time of the passing of the said last-mentioned Act: And whereas it is expedient that such Doubt should be removed; be it therefore declared and enacted, That no Damage which shall unavoidably be done to the said Grand Junction Railway, or other the Works of the said Railway or any of them, by reason of the working or getting of any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals which the said Company shall have refused or neglected, after Notice, to purchase, under or within the Distance of Forty Yards from the said Railway or Works, in a skilful

and proper Manner, according to the customary and usual Mode of working and getting Mines and Minerals in the Neighbourhood in which such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals may be situate, shall be held or considered to be Damage wilfully done within the Intent and Meaning of the herein-before recited Provisions of the said recited Act of the Third Year of King *William* the Fourth, or either of them, any thing in the same recited Act, or in any other Act or Acts relating to the said Grand Junction Railway, to the contrary in anywise notwithstanding.

Expences of  
the Act.

XXXIII. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, or in any way incident thereto, shall be paid and defrayed by the said Grand Junction Railway Company out of the first Monies that shall come to their Hands, in preference to any other Payment whatsoever.

Railway not  
to be exempt  
from the  
Provisions of  
any General  
Act of Par-  
liament.

XXXIV. And be it further enacted, That nothing in this Act or in the said recited Acts or in any or either of them contained shall be deemed or construed to exempt the Railways by this Act or the said herein-before recited Acts or any of them authorized to be made from the Provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament.

Public Act.

XXXV. And be it further enacted, That this Act shall for all Purposes be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

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