



## CHAPTER ccxli.

An Act for making certain Railways in the counties of Chester, Flint, and Denbigh ; and for other purposes. A.D. 1873.

[5th August 1873.]

**W**HEREAS the making of the railways herein-after mentioned would be of great local and public advantage :

And whereas the persons herein-after named, with others, are willing at their expense to carry the proposed undertaking into execution :

And whereas it is expedient that the Company incorporated by this Act and the several companies herein-after in that behalf mentioned and the Cheshire Lines Committee should be empowered to enter into working and other agreements as herein-after in that behalf expressed :

And whereas it is expedient that the Company incorporated by this Act should be empowered to run over and use the railways of the several companies herein-after in that behalf mentioned, or some part or parts thereof, and the stations, works, and conveniences connected therewith :

And whereas plans and sections, showing the lines and levels of the railways authorised by this Act, and also books of reference, containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes of this Act, were duly deposited with the respective clerks of the peace for the counties of Chester, Flint, and Denbigh, and are herein-after respectively referred to as the deposited plans, sections, and books of reference :

And whereas it is expedient that the agreement contained in the Schedule B. to this Act be confirmed :

And whereas the objects aforesaid cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal,

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A.D. 1873. and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title. 1. This Act may be cited for all purposes as "The Birkenhead, Chester, and North Wales Railway Act, 1873."

Provisions of general Acts herein named incorporated. 2. "The Companies Clauses Consolidation Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," (relating respectively to the cancellation and surrender of shares and debenture stock,) "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," and Parts I. and III. of "The Railways Clauses Act, 1863," relating respectively to construction of a railway and to working agreements, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction ; the expression "the Company" means the Company incorporated by this Act ; the expressions "the railway" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised ; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Company incorporated. 4. Samuel Laing, Thomas White, Thomas Hughes Jackson, Sir Leopold Heath, Alexander Young, William Morris, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a Company for the purpose of making and maintaining the railways and works hereby authorised, and for those purposes shall be and are hereby incorporated by the name of "The Birkenhead, Chester, and North Wales Railway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make railways according to de- 5. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railways herein-after described, with

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all proper stations, sidings, approaches, works, and conveniences connected therewith respectively, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The railways herein-before referred to and authorised by this Act are,—

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posited  
plans.

(1.) A railway (No. 1), eighteen miles six furlongs and seven chains or thereabouts in length, commencing by a junction with the line of the Chester and West Cheshire Junction Railway as authorised by and under the powers of "The Chester and West Chester Junction Railway Act, 1865," now in course of construction, and which line is therein referred to as Railway No. 3, in the parish of St. Oswald in the county of the city of Chester, and terminating in the parish of Bidston, otherwise Bidstone, in the county of Chester by a junction with the Hoylake Railway :

(2.) A railway (No. 2), one mile one furlong seven chains and sixty links or thereabouts in length, situate wholly in the parish of Bidston, otherwise Bidstone, in the county of Chester, and commencing by a junction with Railway No. 1, and terminating by a junction with the railway belonging to the Mersey Docks and Harbour Board on the south side of the Birkenhead Docks :

(3.) A railway (No. 3), one mile one furlong two chains and eighty links or thereabouts in length, commencing in the parish of Bidston, otherwise Bidstone, in the county of Chester by a junction with Railway No. 2, and terminating in the parish of Wallasey in the county of Chester by a junction with the railway belonging to the Mersey Docks and Harbour Board on the north side of the Birkenhead Docks :

(4.) A railway (No. 4), two miles five furlongs and five chains or thereabouts in length, commencing in the parish of Woodchurch in the county of Chester by a junction with Railway No. 1, and terminating in the extra-parochial chapelry of Birkenhead in the county of Chester by a junction with the authorised line of the Mersey Railway :

(5.) A railway (No. 5), four miles seven furlongs six chains and fifty links or thereabouts in length, commencing in the parish of Hawarden in the county of Flint by a junction with the Wrexham, Mold, and Connahs Quay Railway, and terminating in the parish of Northop in the county of Flint by a junction with the Buckley Railway :



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- (6.) A railway (No. 6), two miles seven furlongs eight chains and fifty links or thereabouts in length, commencing in the parish of Hawarden in the county of Flint by a junction with Railway No. 5, and terminating in the parish of Northop in the county of Flint by a junction with Railway No. 1 :
- (7.) A railway (No. 7), two furlongs and ninety links or thereabouts in length, commencing at the boundary between the parish of Hawarden and the parish of Northop in the county of Flint by a junction with Railway No. 5, and terminating in the parish of Hawarden in the county of Flint by a junction with Railway No. 6 :
- (8.) A railway (No. 8), four furlongs two chains and seventy links or thereabouts in length, commencing in the parish of Northop in the county of Flint by a junction with Railway No. 6, and terminating in the parish of Hawarden in the county of Flint by a junction with Railway No. 1 :
- (9.) A railway (No. 9), four furlongs six chains and fifty links or thereabouts in length, commencing in the parish of Gresford in the county of Denbigh by a junction with the Wrexham, Mold, and Connahs Quay Railway, and terminating in the parish of Gresford in the county of Denbigh by a junction with the Ffrwd branch of the Wrexham, Mold, and Connahs Quay Railway :

Provided always, that those parts of Railways Nos. 1, 2, and 3 on the deposited plans and sections which are shown on the altered plan and section thereof herein-after mentioned shall be made and maintained, not in accordance with the deposited plans and sections, but in accordance with an altered plan and section, copies whereof were in the month of May 1873 deposited in the office of the Clerk of the Parliaments.

Capital.

6. The capital of the Company shall be eight hundred and forty thousand pounds, in eighty-four thousand shares of ten pounds each.

Shares not to issue until one fifth is paid.

7. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

8. One fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls, and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any one year upon any share.

9. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipt clause in case of persons not sui juris.

10. Subject to the provisions of this Act, the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in their capital into half shares, of which one shall be called "preferred half share," and the other shall be called "deferred half share;" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up, and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred share.

Power to divide shares.

11. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following; (that is to say,) first in payment of dividend, after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose, on the amount for the time being paid up on the preferred half share, and the remainder (if any) in payment of dividend on the deferred half share; and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on half shares.

12. Each preferred half share shall be entitled, out of the profits of each share, to the dividend which may have been attached to it by the Company as aforesaid, in priority to the deferred half share bearing the same number, but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year, no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Dividend on preferred shares to be paid out of the profits of the year only.

13. Forthwith after the creation of any half shares the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof;

Half shares to be registered and certificates issued.



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Terms of issue to be stated on certificates.

14. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred shares.

15. The provisions of the "Companies Clauses Consolidation Act, 1845," with respect to the forfeiture of shares for nonpayment of calls shall apply to all preferred half shares to be created under the authority of this Act, and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share; and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls of the time being due thereon, with interest.

Preferred shares not to be cancelled.

16. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares to be half shares in capital.

17. The several half shares under this Act shall be half shares in the capital of the Company, and every two half shares, whether preferred or deferred, or one of each, held by the same person, shall confer such right of voting at meetings of the Company, and (subject to the provisions herein-before contained) shall confer and have all such other rights, qualifications, privileges, liabilities, and incidents as attach and are incident to an entire share.

Power to borrow on mortgage.

18. The Company may from time to time borrow on mortgage any sum not exceeding in the whole two hundred and eighty thousand pounds, but no part thereof shall be borrowed until the whole capital of eight hundred and forty thousand pounds is issued and accepted and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or

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assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof. A.D. 1873.

**19.** The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole. Arrears may be enforced by appointment of receiver.

**20.** The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863," but, notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages. Debenture stock.

**21.** All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only. Application of moneys.

**22.** The first ordinary meeting of the Company shall be held within six months after the passing of this Act. First ordinary meeting.

**23.** The number of directors shall be seven, but the Company may from time to time reduce the number, provided that the number be not less than three. Number of directors.

**24.** The qualification of a director shall be the possession in his own right of not less than twenty-five shares. Qualification of directors.

**25.** The quorum of a meeting of directors shall be three, unless the number of directors be reduced to three, and then and so long as the number shall continue to be three the quorum shall be two. Quorum.

**26.** Samuel Laing, Thomas White, Thomas Hughes Jackson, Sir Leopold Heath, Alexander Young, William Morris, and one other duly qualified person to be nominated by them, and consenting to such nomination, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the First directors.  
Election of directors.



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directors appointed by this Act or nominated as aforesaid, or any of them, or may elect a new body of directors, or directors to supply the places of those not continued in office, the directors appointed by this Act or nominated as aforesaid being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of "The Companies Clauses Consolidation Act, 1845," and the several persons elected at any such meeting, being neither removed nor disqualified nor having resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes.

27. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed twenty acres.

Powers for compulsory purchases limited.

28. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

29. If the railway is not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and executing the railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Piers and openings of bridge across the Dee.

30. Notwithstanding anything contained in this Act or on the deposited plans and sections, the height of the span or opening between the piers of the bridge over the navigable channel of the river Dee shall be 110 feet in the clear above high-water mark of a moderate spring tide as defined by "The Dee Standard Restoration Act, 1851," unless the same shall be reduced by direction of the Board of Trade, to be certified as herein-after prescribed, and there shall be two spans of 300 feet each in the clear over the river; and in constructing the railways described on the deposited plans and sections as Railways Nos. 5, 6, 7, and 8 the Company may deviate from the levels and gradients shown thereon to such an extent as may be necessary for the purpose of conforming to the height prescribed by this Act or to the height to which the same may be reduced by the Board of Trade as herein-after provided.

Inquiry by Board of Trade as to height of bridge.

31. Notwithstanding anything contained in this Act or in the deposited plans and sections, it shall not be lawful for the Company to construct the said bridge over the navigable channel of the river Dee, or the approaches to any such bridge, except in accordance



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with plans and sections describing the gradients of the said approaches as well as the details of the bridge (other than the spans thereof provided for by the last preceding section) to be approved by the Board of Trade, and the Board of Trade are hereby empowered to direct that the height of the bridge to be constructed shall be lower than the height herein-before prescribed if after inquiry (which inquiry the Board of Trade are hereby empowered to hold) it shall be proved to their satisfaction that no substantial injury will be thereby inflicted on the navigation of the river Dee; and the powers by this Act conferred upon the Company for the construction of the railways numbered respectively 5, 6, 7, and 8, and for the purchase of the land required for the purposes of such railways, shall not come into operation until plans and sections have been approved by the Board of Trade; and if within four months after the passing of this Act the Company shall not submit plans and sections to the Board of Trade for approval, and if the Board of Trade shall not, within six months after the passing of this Act or such extended time as the said Board of Trade may authorise, by writing under the hand of their secretary or assistant secretary, approve of such plans and sections, with or without modification, the powers conferred upon the Company by this Act for the construction of the said railways numbered 5, 6, 7, and 8, and for the purchase of the land required for the purposes of such railways, shall absolutely cease and determine. A certificate purporting to be signed by a secretary or assistant secretary of the Board of Trade, to the effect that plans and sections have been approved by the Board of Trade, shall be evidence that the approval of the Board of Trade has been given to plans and sections in pursuance of this Act.

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**32.** The Board of Trade shall, upon the application of the Company (such application to be made not later than four months after the passing of this Act), direct an inquiry to be made for the purpose of ascertaining whether the height of the said bridge over the river Dee prescribed by this Act may be reduced without any substantial injury being thereby occasioned to the navigation of the said river and the traffic thereon, and if the said Board shall be satisfied by the results of such inquiry that no such injury is calculated to result from reducing the clear headway of the said bridge as herein-before prescribed they may direct that such headway shall be reduced to such extent as they may see fit: Provided always, that in the event of the Board of Trade directing such inquiry to be made full previous notice thereof shall be given by advertisement published at least twice in two consecutive weeks in newspapers

Application  
to Board of  
Trade and  
notices of  
inquiry.

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A.D. 1873. published respectively in the counties of Chester and Flint, the last of such advertisements being published not less than ten days previous to such inquiry, and also by written notice addressed, at least twenty-one days previously to such inquiry, to the secretary of the River Dee Company, to the clerk of the River Dee Commissioners, to the town clerk of the city of Chester, to the Great Western Railway Company, and to the Shropshire Union Railways and Canal Company; and the Company shall pay all the costs and expenses which may be incurred by the Board of Trade in holding any such inquiry, or in any other inquiry which they may think necessary to enable them to carry out the provisions of this Act with reference to the said bridge over the river Dee and the approaches thereto, and also all the costs and expenses of any parties or witnesses directed by the Board of Trade to attend such inquiry, or who may attend such inquiry, which the Board of Trade may certify to have been properly incurred in connexion therewith.

Power to cross certain roads on the level.

**33.** Subject to the provisions in "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," contained in reference to the crossing of roads on the level, the Company may, in the construction of the railway, carry the same with a single line only, whilst the railway shall consist of a single line, and afterwards with a double line only, across and on the level of the roads next herein-after mentioned; (that is to say,)

Number on deposited Plans.	Parish.	Description of Road.
52	Shotwick - - -	Public road.
11	Hawarden - - -	Turnpike road.
23	Bidston - - -	Private toll road.

Power to alter levels of certain roads.

**34.** In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

Number on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
78	Neston - - -	Turnpike road -	1 in 25 and level.
170	Hawarden - - -	Township road -	1 in 9.
186	Hawarden - - -	Turnpike road -	1 in 18.
43	Northop - - -	Turnpike road - -	1 in 21.

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**35.** The Company may make the arch of the bridge for carrying the railway over the road next herein-after mentioned of any height and span not less than the height and span herein-after mentioned in connexion therewith; (that is to say,)

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 Height and span of bridge.

Number on deposited Plans.	Parish.	Description of Road.	Height.	Span.
170	Hawarden - -	Township road - -	ft. 13	ft. 25

**36.** The highways mentioned in the first column of Schedule A. to this Act shall be altered in the manner specified in the third column of that schedule.

Alteration of highways in schedule.

**37.** Notwithstanding anything in this Act or the plans and sections deposited in respect hereof contained, the Company shall not, in the construction of Railway No. 1 by this Act authorised, carry the same over the public roads numbered on the plans deposited as aforesaid respectively as numbers 42 and 42A in the parish of Neston except by means of a girder bridge or bridges of a height of not less than sixteen feet and a span of thirty-five feet, and in altering the gradient of the public road numbered on the said deposited plans 51 in the said parish of Neston the rate of inclination on the east side thereof as altered shall not be steeper than one in twenty, and the bridge carrying the railway over the same shall be of a not less height than sixteen feet and of a span of twenty-five feet.

As to certain roads under jurisdiction of Neston and Park-gate Local Board.

**38.** The Company shall not, without the previous consent in writing of the Tranmere Local Board under the hand of their clerk, enter upon, take, or use, either temporarily or permanently, any portion of the lands and property belonging or reputed to belong to the said local board and numbered 32 and 33 in the parish of Bebington on the deposited plans.

Not to enter on certain lands of Tranmere Local Board without consent.

**39.** In constructing within the township of Tranmere the railway and works by this Act authorised the Company shall conform to and observe the following provisions, regulations, and restrictions:

Provisions as to construction of railway in township of Tranmere.

1. The Company shall not, under the powers of this Act, permanently stop up, alter, or appropriate any street, road, lane, passage, or place in Tranmere without the consent of the Tranmere Local Board (herein-after called the local board), without the consent in writing of the local board first had and obtained under the hand of their clerk.



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2. Before interrupting or interfering with any existing sewer or drain or water main or pipe the Company shall at their own expense construct and lay down, according to a plan to be approved by the local board and to their satisfaction, another sewer or drain or water main or pipe in lieu of the sewer, drain, or water main so interrupted or interfered with, and such substituted sewer or drain or water main or pipe shall be connected by and at the expense of the Company with any existing sewer or drain or water main or pipe, as the case may be, in such manner as shall be approved by the local board.
3. If by reason of the construction of the said railway and works the local board shall at any time properly incur any cost in altering any existing sewer or drain or water main or pipe, the Company shall pay to the local board such additional cost, and in default of payment the same may be recovered in any court of competent jurisdiction.
4. Before any street, road, lane, passage, or place is temporarily diverted or obstructed the Company shall provide proper accommodation for the traffic and accesses to houses and other places, with proper fences and lights, to the reasonable satisfaction of the local board, and shall maintain such accommodation, accesses, fences, and lights to the like satisfaction.
5. Where the surface of any street, road, lane, passage, or place is altered or interfered with by the Company in the construction of the said railway and works, such surface shall, by and at the expense of the Company, within a reasonable time be restored to the same order and condition in which it was before such alteration or interference, and shall be kept in good and sufficient repair to the satisfaction of the local board, by and at the expense of the Company, for a period of twelve months after such restoration.
6. The provisions contained in sections eighteen to twenty-three, both inclusive, of "The Railways Clauses Consolidation Act, 1845," shall, subject to the provisions of this Act, apply to the water mains and pipes and the property of the local board; and the word company or society in the said sections shall, for all the purposes of this Act, be held to extend to and include the local board.
7. Before breaking up, obstructing, or interfering with any street, road, lane, passage, or place, or any sewer or drain, under the powers or for the purposes of this Act, or removing any water mains or pipes belonging to the local board, the Company

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shall give to the local board seven days previous notice in writing (except in cases of emergency, in which event twelve hours notice shall be necessary), and the work to which such notice refers shall be done by the Company to the satisfaction of the local board. A.D. 1873.

8. If any improper delay or omission shall take place in completing any works or restoring or repairing any road, street, carriage or foot way, drain or sewer, water pipe or main, within the said township of Tranmere or under the control of and maintained by the local board, as required by this Act, the said local board may cause the works so delayed or omitted to be done to be executed to the reasonable satisfaction of their surveyor, and the expense incurred in so doing may be recovered from the Company in any court of competent jurisdiction.
9. Notwithstanding anything in this Act contained, the Company shall not, in constructing the Railway No. 4 across and under the Borough Road, raise the level of that road more than 5 feet 6 inches, neither shall the Company, in constructing the said railway across and under the Clifton Road, raise the level of that road more than 4 feet. The gradient of the Borough Road when altered shall be level on the south side, and on the north or Birkenhead side the gradient shall be not less than 1 in 40. The gradient of the Clifton Road when altered shall be not less than 1 in 40 on the Birkenhead and level on the Upper or Tranmerc side.
10. Wherever the centre line of the said railway shall approach within 20 yards of the said Borough Road between Victoria Road and Whetstone Lane the Company shall either construct the same in tunnel or covered way, or if the railway shall be constructed by means of an open cutting they shall before using the line for purposes of traffic effectually cover in the same with glass or otherwise, and thereafter keep the same effectually covered in.
11. The Company shall not open the said Railway No. 4 for public traffic unless they shall have completed and shall at the same time open for traffic a passenger station, with all necessary approaches, waiting rooms, and other accommodations, at some place abutting on the Borough Road or readily accessible therefrom, and situate at or adjoining the crossing by the railway of the said road or between that point and the road called Victoria Road; and the Company shall be bound to stop at this station for the purpose of taking up or setting down



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passengers not less than one half of all their ordinary passenger trains, and in the event of any difference between the Tranmere Local Board and the Company as to the trains to be stopped at the station the same shall from time to time be determined by an arbitrator to be appointed by the Board of Trade on the application either of the Tranmere Local Board or of the Company.

12. A close fence, not less than 6 feet high, shall be erected and maintained by the Company along and upon the top of the railway cutting, on the side nearest to the Borough Road, wherever the said cutting approaches within 40 yards of the boundary of the Borough Road.
13. The diversion of Temple Road shown upon the plans at 1 mile 1 furlong and 8 chains shall not be carried into effect.
14. Any difference which may at any time arise under the provisions of this Act between the Company and the said local board or their surveyor shall be from time to time referred to and determined by arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845," for the settlement of disputes by arbitration.
15. All the streets, roads, lanes, passages, or places under or through which the railway or works are carried shall be continued their full clear width between the parapet or boundary walls, such walls from the surface of the street or roadway to the top of the coping to be not less than six feet in height.

Provisions as  
to construc-  
tion of Rail-  
way No. 4.

**40.** In constructing Railway No. 4 the Company shall conform to and observe the following provisions, regulations, and restrictions; namely,

1. In the event of Alfred Road, Westbank Road, and North Road, upon the estate of the Tranmere Freehold Land Society, being crossed by the railway, they shall be connected by bridges of not less width than the present width of such roads, and provision shall be made by the Company for easy and sufficient access by temporary bridges, properly protected and lighted, pending the progress of the works and until the permanent bridges shall be completed and the roads restored to their existing state.
2. If the Company shall take any portion of the land numbered 39 or 38A in the parish of Bebington on the deposited plans they shall take the whole of such land and construct a bridge of 36 feet in width or of such less width as the road leading to the same shall be when constructed over the railway, and shall at their own expense continue such road of equal width into



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the Borough Road, and shall grant to the owner of the land No. 34 in the same parish on the deposited plans the free use of such bridge and road. A.D. 1873.

3. If no portion of the said land numbered 39 or 38A be taken, and the railway be constructed wholly on the said land No. 34, the Company shall erect a bridge of 36 feet wide, or of such less width as the road leading to the same may be when constructed over the railway, whenever right of access shall be obtained by the owner of the said land numbered 34 to the Borough Road, and shall give the public the use of such road.
4. If the Company take any portion of the said land No. 40 in the parish of Bebington on the deposited plans they shall take the whole.
5. In the event of the Company taking the said land numbered 40 they shall, in addition to the purchase money of such land, repay to the owner thereof the amount of his contribution in respect of that land towards the expense of making the Borough Road and the value of the land given up by him for such purpose according to the assessment of the surveyor of the Tranmere Local Board.
6. If the Company take the said land No. 40 they shall construct upon the site of the present footpath, as shown on the deposited plans, a road of 36 feet in width from the boundary of the land numbered 43 in the said parish of Bebington to the railway, and shall construct a bridge of equal width over the railway, and shall continue such road into the Borough Road, and shall grant the free use of such road to the owner of the said land numbered 43, and shall devote the same to public purposes.
7. In the event of the railway being constructed wholly upon the land numbered 43 the Company shall construct a bridge over the railway of 36 feet wide whenever access shall be required or a right of road acquired by the owner of the said land numbered 43 to the Borough Road.
8. The Company shall construct upon the land numbered 70 in the parish of Bebington on the deposited plans a bridge of 36 feet in width, at a point to be indicated by the owner of that land, and shall connect the said bridge by a road of 36 feet in width with the Borough Road.
9. The Company shall construct upon the land numbered 16, 17, 18, 19, and 21 in the same parish on the deposited plans a bridge 36 feet wide, at a point to be indicated by the owner of that land, whenever the land is laid out or required for building

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purposes, or if two bridges shall be deemed by the owner necessary for full and proper development of his land for building purposes then the Company shall construct two bridges of such width as aforesaid at the points to be indicated by the owner.

10. The Company shall elect, on or before the 1st day of October 1874, which (if any) of the lands of Ebenezer Pike, John Turner, the Adelphi Banking Company, Limited, the Tranmere Freehold Land Society, Thomas Lloyd, and Frederick North (herein-after called the landowners) respectively they shall require for the railway, and shall not exercise any compulsory powers of purchase under this Act with respect to any lands of the landowners respectively other than those as to which such election shall have been made.

Certain lands not to be taken without consent of the Birkenhead Improvement Commissioners.

41. The Company shall not, without the previous consent in writing of the Birkenhead Improvement Commissioners (in this Act called the commissioners) under their common seal, enter upon and take or use, either temporarily or permanently, any part of the land in the parish of Bidston, No. 1 on the deposited plans, in respect of Railway No. 1 by this Act authorised, which is situate to the eastward of a line parallel to and sixty yards to the eastward of Ford Brook, except so much thereof as may be actually necessary for the purpose of carrying the public road No. 3 on the said plans over the said railway; and the commissioners shall have and may exercise all such right of driving adits and tunnels for water under the said land numbered 1 and under any other of the lands of the late Robert Vyner as are granted and reserved to them by a certain agreement dated the 28th day of March 1867, and made between Robert Vyner, of Gantby in the county of Lincoln, and of Bidston Hall in the county of Chester, of the one part, and the Birkenhead Improvement Commissioners of the other part.

Company to acquire only an easement in site of Borough Road.

42. Notwithstanding anything in this Act contained, the Company shall not be entitled to purchase or take any part of the Borough Road in Birkenhead, or the site thereof, but the Company may purchase and the commissioners may sell and grant to the Company an easement or right of making and maintaining the railway under the said road by a tunnel or covered way as shown on the deposited plans and under the provisions of this Act.

Streets not to be interfered with without consent of Birkenhead Commissioners.

43. The Company shall not under the powers of this Act permanently stop up, appropriate, or acquire any street, road, or public passage or place belonging to or under the control or management of the commissioners without the consent of the commissioners signified in writing under the hand of their clerk.



44. In constructing the railways and works by this Act authorised within the limits of the Birkenhead Improvement Acts and also within the limits of the Birkenhead Commissioners Gas and Water Act, 1858, so far as such provisions relate to gas and water mains and pipes, the Company shall conform to and observe the following provisions, regulations, and restrictions; that is to say,

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As to construction of railway and works in Birkenhead.

1. They shall not, without the previous consent of the commissioners signified in writing under the hand of their clerk, construct in any street any shaft or eye, nor shall they interfere with the traffic along any street except with such consent as aforesaid.
2. They shall, as and when required by the commissioners signified in writing under the hand of their clerk, remove any shaft, eye, or other works which may, with the consent of the commissioners, have been constructed in any street, and well and sufficiently, to the satisfaction of the commissioners, restore the surface of such street, and maintain in efficient repair the said surface so restored for the period of twelve months to the like satisfaction.
3. Before interfering with, obstructing, or breaking up any street, road, passage, or place, or any sewer or drain, or removing any water or gas mains or pipes, the Company shall give to the commissioners seven days previous notice in writing, and the work shall be done under the direction of the commissioners. Whenever any street, road, passage, or place shall have to be temporarily diverted by the Company in the execution of the works by this Act authorised, proper accommodation for the traffic and access to property shall be provided, maintained, fenced, watched, and lighted by the Company to the satisfaction of the commissioners.
4. Whenever it may be necessary to interrupt or interfere with any existing sewer or drain the Company shall, so far as can be practically done, before interrupting or interfering with such existing sewer or drain, construct, according to a plan to be approved of by the commissioners, another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with, and such new and substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewers or drains which were connected with the sewer or drain so interrupted or interfered with, and in such manner as shall be reasonably approved of by the commissioners, and the work shall be done under the direction of the surveyor to the commissioners.



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5. If by reason of the construction of the railways and works connected therewith by this Act authorised the commissioners shall at any time necessarily incur any cost in altering any existing sewer or drain, or water or gas main or pipe, the Company shall repay to the commissioners such additional cost, and the same may be recovered in default of payment in any court of competent jurisdiction.
6. When any existing sewer or drain, new or substituted sewer or drain, or altered sewer or drain shall be so situated that convenient access thereto may be obtained through the property or works of the Company, the Company shall, when required by the commissioners, make and maintain such access, and the commissioners shall, by their officers, workmen, and servants, be at liberty at all times to use the same for any purposes for which it may be necessary, but so as not in any manner to prejudice or interfere with or affect the traffic on and working of the railway.
7. The provisions contained in sections 18 to 23 inclusive of "The Railways Clauses Consolidation Act, 1845," shall apply to the water and gas mains and pipes of the commissioners, and whenever in those sections the word "company" or "society" is used the same shall, for all the purposes of this Act, be held to extend to and include the commissioners.
8. If by reason of the execution of any of the powers of this Act any increased length of mains or pipes shall become necessary, the same shall be laid down by the commissioners at the expense of the Company upon such plan and in such manner as shall be approved by the commissioners.
9. Whenever, by the appropriation or destruction of property by this Act, any mains or pipes laid for the supply of such property with water or gas shall be rendered unnecessary, the Company shall pay to the commissioners the cost of laying an equivalent length of mains or pipes, and the costs of the works required for discontinuing and removing the mains or pipes rendered unnecessary to such amount as shall be estimated by the water or gas engineer, and the mains or pipes so rendered unnecessary shall be the property of the Company.
10. The Company shall construct and maintain the abutments and arches of the bridge and covered way under the Borough Road to the reasonable satisfaction of the surveyor to the commissioners, and shall to the like satisfaction from time to time repair, maintain, and uphold the same.

11. The commissioners may from time to time make or cause to be made sewers or drains or lay down gas and water mains along the line of railway in such position, in such manner, and subject to such terms and conditions as may from time to time be agreed upon between the surveyor or engineer to the commissioners and the principal engineer for the time being to the Company, or in case of difference shall be settled by an engineer to be mutually appointed; and the commissioners, their officers, servants, and workmen, shall at all times have free access to such sewers and drains and gas and water mains for the purpose of inspecting, maintaining, repairing, renewing, or cleansing the same, but so as not in any manner to prejudice or interfere with or affect the traffic on or working of the railway.

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45. Notwithstanding anything contained in this Act to the contrary, it shall not be lawful for the Company to use any locomotive engine on any of the dock lines of railway of the Mersey Docks and Harbour Board which are laid upon or across any street or site of intended street in Birkenhead without the consent in writing of the commissioners, and except under such conditions and regulations as to the crossing of any street as the Board of Trade may require.

Locomotives not to be used on streets in Birkenhead.

46. In constructing the Railway No. 1 the following conditions and provisions shall be observed by the Company:

Provision as to certain works within the city of Chester.

1. The bridge for carrying Brook Lane, numbered on the deposited plans 14 in the parish of Saint Oswald, over the railway shall be constructed in such position within the limits of deviation as shall be prescribed and directed by the surveyor of the city of Chester for the time being, and according to a plan to be approved by him, and subject to such regulations for the safety and convenience of the public using the road during the construction of the bridge as he shall from time to time prescribe.

The bridge shall not be less than thirty feet wide between the parapet walls, and these shall be built of a height sufficient and extended along the lane on either side of the bridge so as to screen the railway and the engines and carriages passing along the same from the view of horses and other animals travelling along Brook Lane and the said bridge in the best manner and to the reasonable satisfaction of the city surveyor.



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The approach on the west side of the bridge shall be level unless otherwise agreed to by the city surveyor, and the approach on the east side thereof shall be at an inclination of not less than one in thirty.

2. A footpath of a clear width of six feet, for the use of the public, to be open for their use so soon as the existing footpath, numbered 26 on the deposited plans in the said parish of Saint Oswald, is closed, shall be constructed by the Company along the south side of and parallel with the railway from Brook Lane aforesaid to the road numbered 33 on the deposited plans in the said parish of Saint Oswald.
3. The bridge for carrying the Birkenhead Road (number 33 on the deposited plans in the said parish of St. Oswald) over the railway shall be constructed according to a plan to be approved by the said city surveyor, and subject to such regulations for the safety and convenience of the public using the road during the construction of the bridge as he shall from time to time prescribe; the bridge shall be not less than thirty-five feet wide between the parapet walls, and these shall be built of a height sufficient and extended along the road on either side of the bridge so as to screen the railway and the engines and carriages passing along the same from the view of horses and other animals travelling along the road and bridge in the best possible manner and to the reasonable satisfaction of the city surveyor.

The approach on the south side of the bridge shall be level, and on the north side at an inclination of not less than one in forty.

A dwarf wall, mounted with a slightly iron railing, shall be erected on each side of the said road from fence to fence on each side of the said railway, and the parapet walls of the said bridge shall be erected at a distance of not less than four feet from such dwarf walls respectively, and the intervening space shall be planted with ornamental trees and shrubs.

4. A sewer one foot six inches in diameter, for the purpose of continuing the proposed line of sewer, shall be constructed by the Company under the railway, and carried out on either side thereof until the sewer comes within eight feet of the surface of the said Birkenhead Road, and the fall or inclination of the said sewer on the north side of the railway shall not be less than one in five hundred; due provision



shall also be made for carrying off the surface water of the said road on the south side of the railway into the side drains to be constructed for the drainage of the railway.

5. The bridge for carrying the railway over the Park Gate Road, No. 41 on the deposited plans in the said parish of St. Oswald, shall be of such width and height as to leave thereunder a clear space of not less than thirty-five feet, and a clear height from the surface of the road of not less than eighteen feet for a space of ten feet, and the Company shall construct and maintain upon the bridge and embankment on either side thereof a screen which shall effectually screen the engines and carriages upon the railway from horses and other animals travelling on the road below; the bridge shall moreover be so constructed that no water shall be allowed to drop or percolate from the same upon the road, and the design for the said bridge and screens shall be neat and reasonably ornamental, and subject to the reasonable approval of the city surveyor.
6. A sewer, not less than two feet six inches in diameter, shall be constructed by the Company under the site of the proposed embankment at four furlongs and eight and a half chains, and in such a way as to admit of the same being connected with any sewer to be hereafter made on either side of the railway at that place, and the same shall be constructed at such a level and with such inclination as may be directed by the city surveyor.
7. The whole of the said works shall be made in conformity with plans and sections previously submitted to and approved of by the town council of the city of Chester, and shall be carried out and from time to time maintained by the Company, at their sole expense, to the reasonable satisfaction of the said town council or of their surveyor for the time being.

47. If it should be deemed advisable by the said River Dee Commissioners that lights should be shown at night on or about the viaduct across the river Dee, or that a fender or other works for guiding vessels approaching the said viaduct, or any other works should be constructed or means taken for the safety or protection of or for facilitating the navigation, such lights shall be maintained and such works shall be constructed and such means shall be taken by and at the expense of the Company, and in case of difference between the Company and the said commissioners as to the necessity for or advisability of such lights, works, and means respectively, or the nature or character thereof, the same shall be

Lights and works for facilitating navigation.

A.D. 1873. referred to John Frederick Bateman, C.E., as arbitrator, or, him failing, to an arbitrator to be appointed by the Board of Trade, such arbitrator to determine if any and what lights or works or other means are requisite, the time within which the same shall be executed, and the hours during which such lights or other precautionary means shall be maintained, the costs of and incidental to such arbitration to be borne by the Company; and in case the Company shall fail or neglect to execute, do, or maintain any such works or other matter or thing as aforesaid as and within the time or for the time or respective times required by the said commissioners or prescribed by the award of the arbitrator, it shall be lawful for the said commissioners to execute, do, or maintain the same, and the cost' and expenses thereof or incidental thereto shall be a debt due from the Company to the said commissioners, and if not paid on demand shall be recoverable with costs of suit in an action at law, or may be recovered with costs as a penalty is or may be recoverable from the Company. If any work to be constructed by the Company in, under, over, through, across, or adjoining the said river, or any portion of any work which affects or may affect the said river or the navigation thereof or the access thereto shall be abandoned or suffered to fall into disuse or decay, it shall be lawful for the said commissioners or the River Dee Company to abate and remove the same, or such part or parts thereof as 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 charges of the Company, and the amount thereof shall be a debt due from the Company to the said commissioners or the River Dee Company, as the case may be, and if not paid upon demand may be recovered with the costs of suit in an action at law, or may be recovered with costs as a penalty is or may be recoverable from the Company.

Lights to be provided during construction of viaduct.

48. The Company shall and are hereby required during the construction of the bridge over the navigable channel of the river Dee, or any works affecting the same, or the user of the said river for the purpose of navigation, to provide such other lights or other means for the protection of the navigation of the said river as the Company and the said commissioners may determine, or, in the event of difference, as may be determined by arbitration in the manner by the last preceding section provided.

For the protection of the navigation of the river Dee.

49. The Company in constructing their works across and with relation to the river Dee shall take all necessary precautions to prevent any rubbish or materials falling into the channel of the said river, and for preventing the navigation of the said river from being obstructed, and if by reason of any works of the Company during



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such construction the navigable channel of the river Dee shall become of less depth than is prescribed by the 12th section of an Act passed in the 17th year of King George the II., chap. 28, and the River Dee Company or the River Dee Commissioners shall give notice to the Company of such diminution of depth by reason of the said works, the Company shall with all convenient speed restore the said river to the depth at which it was before the said works were commenced; and if the Company neglect for the space of one month to take such steps as shall be necessary to restore the said depth, or shall not proceed bonâ fide in restoring the same, the River Dee Company may do all reasonable acts necessary for that purpose, and may recover from the Company, in any court of competent jurisdiction, all costs properly incurred by the said River Dee Company of and incidental to the restoration of the said depth; provided that nothing herein contained shall render it incumbent on the Company to so maintain or restore the depth of the river to a greater extent than may be prescribed by John Frederick Bateman, or, him failing, by an arbitrator to be appointed by the Board of Trade, to whom all questions under this section shall be referred in the event of difference between the Company and the River Dee Company.

A.D. 1873.

50. Nothing in this Act contained shall extend or be constructed to extend to discharge or release the River Dee Company or their successors from any existing statutory obligations, duties, or liabilities imposed on or affecting that company.

Saving obligations of River Dee Company.

51. For ascertaining whether the works across the river Dee by this Act authorised shall prejudicially interfere with the effective working as now carried on of certain mills upon such river, and which are known as the "Dee Mills," in the parish of St. Mary-on-the-Hill in the county of the city of Chester, and the owners of which are or claim to be entitled to the use of the water of the river under a grant made by King Edward the II., and for ascertaining, assessing, and apportioning the extent of and the proper compensation to the owners, lessees, and occupiers of such mills in respect of such prejudicial effect (if any), Thomas Hawksley, Civil Engineer, (or in the event of the death, incapacity, or refusal of the said Thomas Hawksley, or of any other arbitrator to be appointed as hereinafter mentioned, then some other civil engineer to be nominated in writing by the President for the time being of the Institute of Civil Engineers,) shall be the single arbitrator, and such arbitrator shall, in addition to any special authorities hereby vested in him, have the authorities of a single arbitrator under the Lands

Nomination of arbitrator to ascertain damage and assess compensation in respect to Dee Mills.



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A.D. 1873.            Clauses Consolidation Acts in relation to the settlement of compensation by arbitration, and subject to the special provisions hereof the arbitration hereby directed and the award thereunder shall be carried on and made as if the same were an arbitration under those Acts.

For ascer-  
taining flux  
and reflux  
of tide in  
river at  
Dee Mills.

**52.** The arbitrator under the last preceding clause shall appoint some person proper and competent in his judgment to ascertain by means of a standard the flux and reflux of the tide in the said river at the Dee Mills, for such period and at such intervals previous to, during construction, and after the completion of all works by this Act authorised affecting the waterway of the river Dee as the arbitrator shall direct; and for the purposes of such inquiry, and otherwise in relation to the subject of arbitration, the arbitrator shall or may from time to time make such rules and give such directions as he shall think proper. He shall be at liberty to remove any such person, and on the death, refusal, incapacity, or removal of any person to appoint another; but notwithstanding any such new appointment he may use for the purposes of the arbitration any information or results acquired or arrived at by any person previously employed for the aforesaid purposes.

Award to  
be made.

**53.** The award under such arbitration shall be made not later than eighteen months next after the completion by the Company of the works hereby authorised, so far as the same may affect or be in the waterway of the said river; and if the arbitrator shall find that such works, or any of them, have prejudicially interfered with the effective working as now carried on of the said Dee Mills he shall assess and award the compensation, or several and distinct compensations, to be paid by the Company to the respective owners, lessees, and occupiers of the said Dee Mills for or in respect of the consequent losses and depreciation (if any), as well past as then existing and future, and such or each such compensation shall be either a sum in gross or a yearly sum, perpetual or terminable, or shall consist of more than one of such modes, and the same when payable in respect of more than one interest may, in the discretion of the arbitrator, be apportioned between them as he shall think reasonable; and such compensation or compensations shall be payable at such time or respective times and in such manner as he shall by the award direct.

Costs of  
arbitration  
to be paid by  
Company.

**54.** All costs and expenses reasonably incurred by all or any of the parties for the time being interested in the said Dee Mills, or any of them, in or about or for the purposes of the arbitration, including the costs of the arbitrator, and all the costs and expenses

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of carrying into effect the three last preceding clauses, shall be paid by the Company. A.D. 1873.

**55.** In constructing the Railway No. 3 the Company shall carry the road numbered on the deposited plans 18 in the parish of Wallasey over the railway by means of a bridge twenty-five feet wide, the road approaches thereto to be of the same width, with a gradient not steeper than one in twelve, and the said bridge and approaches to be constructed wholly to the north-west of the now existing road and so as not to interfere with the same. As to bridge over road No. 18 in Wallasey parish.

**56.** The Company shall not construct their railway over or in any way interfere with the public carriage road numbered on the deposited plans 18 in the parish of Wallasey unless and until they shall have,— As to construction of railway over road No. 18, Wallasey.

(A.) Completed the bridge mentioned in the preceding section of this Act for carrying the said road over the railway, and shall have opened for public traffic the road altered as in that section provided; and

(B.) Purchased and acquired the site and soil of the portion of the said road numbered 18 as aforesaid between the commencement and termination of the intended approaches to the altered road, except so much thereof as may belong to the Mersey Docks and Harbour Board; and after the Company shall have acquired the site and soil of the said portion of road they shall for ever maintain the same, including the portion (if any) belonging to the said Board, in good and sufficient repair as a road, and shall permit the Mersey Docks and Harbour Board and the owners and occupiers for the time being of all lands abutting upon the said portion of road, and their respective officers, tenants, and servants, and all persons having occasion to pass to or from any of the last-mentioned lands, or to or from any of the docks, quays, works, or property of the said board, or to or from the road numbered on the deposited plans 22 in the said parish of Wallasey, to use the said portion of the said road numbered 18 as aforesaid at all times, with or without carts, waggons, carriages, horses, and cattle, as freely and uninterruptedly as they may now lawfully use the same.

**57.** The Company shall not, without the previous consent in writing of the Mersey Docks and Harbour Board under their common seal, enter upon, take, or use, either temporarily or permanently, any of the lands in the parish of Wallasey numbered respectively 19, 20, and 22 on the plans deposited in respect of the Railway No. 3 by this Act authorised. Not to take certain lands without consent of the Mersey Docks and Harbour Board.



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As to junction with the Chester and West Cheshire Junction Railway.

**58.** The junction of Railway No. 1 on the deposited plans with the Chester and West Cheshire Junction Railway shall be made at such point within the limits of deviation shown upon the deposited plans as shall be agreed upon between the engineer for the time being of the Company and the engineer for the time being appointed by the Cheshire Lines Committee, the owners of the Chester and West Cheshire Junction Railway: Provided always, that in the event of difference the point of junction' as aforesaid shall be determined by a referee to be appointed for the purpose by the Board of Trade.

Junction with Mersey Railway.

**59.** The junction between Railway No. 4 and the Mersey Railway shall be made within the limits of deviation defined on the deposited plans in this Act mentioned, and on the plans in the Mersey Railway Act, 1871, mentioned, at such a point, in such manner, and with such modifications of the lines and levels of those railways as may be necessary for effecting a convenient junction between them as shall be agreed upon by the engineers for the time being of the Company and the Mersey Railway Company, or as shall, in case of difference between such engineers, be determined by the President for the time being of the Institution of Civil Engineers.

Agreements with Mersey Railway Company as to station.

**60.** The Company and the Mersey Railway Company may from time to time, with the sanction of three fifths of the votes of the shareholders of the respective companies given personally or by proxy at an extraordinary general meeting convened for that purpose, make and enter into agreements with respect to the construction of a station at or near the junction between their railways, and the regulation, management, and joint or separate use and occupation of the same, or any part or parts thereof, by the said Company or either of them, and the formation, maintenance, and repair thereof, or any part or parts thereof, and the costs, charges, and expenses incident thereto, and the purchase and taking of the land requisite for the same.

Junctions with the Wrexham, Mold, and Connahs Quay Railway and the Buckley Railway.

**61.** The junctions of the railway with the railway of the Wrexham, Mold, and Connahs Quay Railway Company and of the Buckley Railway Company (herein-after called the two companies) shall be effected by means of junction rails and points of the proper construction, and laid in the manner most approved, and to the reasonable satisfaction of the engineer of the two companies respectively.

Expense of such junctions.

**62.** The expense of such junctions, and of all requisite works for effecting them, and of all repairs thereof, shall be paid by the



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Company, and those works shall on every occasion be done in such manner as not to injure the railways of the two companies respectively, and to the reasonable satisfaction of their engineers respectively.

A.D. 1873.

**63.** The two companies, or either of them, may from time to time erect such signals and conveniences incident to the junctions hereby authorised between the railway and the railways of the two companies respectively, and appoint and remove such signalmen, watchmen, and switchmen, or other persons as may be necessary for the prevention of danger to or interference with the traffic at and near the said junctions, and the working and management of such signals and conveniences, whether on the land of the two companies respectively or on the land of the Company, shall be under the exclusive management and regulation of the two companies respectively, and all the expenses of erecting and maintaining such signals and conveniences, and of the wages of such signalmen, watchmen, switchmen, and other persons, and all incident and current expenses, shall at the end of every half year be repaid by the Company, and in default of such repayment the amount of such expenses and wages may be recovered from the Company in any court of competent jurisdiction.

Companies may erect signals, &c.

**64.** Notwithstanding anything in this Act contained, the Company shall not enter upon (except for the purpose of forming the junction aforesaid and the line of railway connected therewith) or take any land belonging to the two companies respectively without their consent respectively.

Not to take land except for the purpose of forming junction.

**65.** In case of any difference arising between the Company and the two companies respectively with respect to any of the matters aforesaid, the same shall be determined by a referee to be appointed by the Board of Trade on the application of either party, who shall have power to award by whom the expenses of and attending such reference shall be paid.

Differences to be settled by referee to be appointed by Board of Trade.

**66.** Except as otherwise expressly provided by this Act, nothing in this Act contained shall prejudice, take away, or lessen, or interfere with any of the property, rights, or interests of the Buckley Railway Company.

Saving rights of the Buckley Railway Company.

**67.** And whereas the Railway No. 1 shown on the deposited plans and sections is to be carried over the canal of the Shropshire Union Railways and Canal Company, herein-after called "the canal company," in the parish of Saint Oswald in the county of Chester: Therefore, for the protection of the canal company and their said canal, the Company, in constructing the said railway, shall be

For protection of property of Shropshire Union Railways and Canal Company.

A.D. 1873. subject to and shall observe, fulfil, and conform to the following conditions, restrictions, and obligations; that is to say,

1. The Railway No. 1 shown on the deposited plans and sections shall, unless with the previous consent of the canal company under their common seal, be carried over the canal and the towing-path thereof by means of a good and substantial bridge of brick, stone, or iron.
2. The clear height of the bridge above the canal and towing-path shall be nowhere less than nine feet, and the bridge shall be of such width as shall leave an open and uninterrupted navigable waterway in the canal of not less than thirty-five feet in width and a towing-path of not less than five feet in width, and the piers or abutments of the bridge shall be placed in such a position adjoining the said canal and towing-path and shall be constructed in such manner as shall have been agreed upon between the respective engineers of the Company and the canal company, or, failing agreement, as shall be determined by an engineer to be appointed by the Board of Trade on the application of either party.
3. During the construction of the said bridge and during any necessary repairs thereof there shall be at all times left a free, open, uninterrupted navigable waterway in the said canal of not less than twenty feet and a towing-path of not less than four feet in width, and a space above the canal and towing-path of not less than nine feet in the clear.
4. The Company shall not, in constructing the said bridge or in the exercise of any of the powers by this Act granted to them, alter the line or level of the said canal or towing-path, or obstruct the navigation of the said canal or any part thereof, or divert any of the waters thereof, or any waters which now supply the said canal, neither shall they injure any of the works, slopes, or embankments of the said canal.
5. The Company shall at all times keep and maintain the said bridge over the said canal and towing-path and the works connected therewith in good and substantial repair; and if and whenever the Company fail to do so the canal company may make and do, in and upon the lands of the Company as well as their own lands, all such works and things as the canal company reasonably think requisite in that behalf, and any sums from time to time properly expended by the canal company in that behalf shall be repaid to them by the Company, and in default of payment the same may be recovered with full costs by the canal company from the Company in any court of competent jurisdiction.



A.D. 1873.

6. Except in cases of inevitable accident, if in the execution of any of the works by this Act authorised, or by reason or in consequence of any of those works when made, or of any act or omission of the Company, the said canal or the towing-path thereof shall at any time be so obstructed or impeded as that boats, barges, or other vessels, men or horses, using the canal cannot pass along the same, then and in every such case the Company shall pay to the canal company as or by way of ascertained damages a sum of ten pounds for every hour or part of an hour during which any such obstruction or impediment shall continue, and the canal company may, at the cost and charges of the Company, remove such obstruction or impediment, and make good all damage or injury to the said canal or towing-path occasioned thereby; and in default of payment of any such costs and charges, or of any such sum or sums as aforesaid, within ten days after demand thereof in writing given to the secretary of the Company or left at the office or place of business of such secretary, the canal company may recover the same with full costs in any court of competent jurisdiction.
7. The Company shall not, without in every case the previous consent of the canal company in writing under their common seal, take, use, enter upon, or interfere with, either temporarily or permanently, any of the lands from time to time belonging to, or in the possession or under the power of the canal company, save only for the purpose of constructing the said bridge, railway, and works over that company's canal and towing-path.
8. With respect to any land of the canal company which the Company are by this Act authorised to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company, subject to the provisions of this Act, may purchase and take, and the canal company may and shall sell and grant, an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same.
9. Except as in this Act expressly provided, this Act or anything therein contained shall not take away, lessen, prejudice, or alter any right, interest, power, privilege, or authority of the canal company.
10. Any difference which may arise between the Company and the canal company as to the observing, fulfilling, and conforming to the foregoing conditions, restrictions, and obligations



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shall, unless otherwise agreed, be from time to time determined by an arbitrator to be appointed by the Board of Trade on the application of either party.

For protec-  
tion of Lon-  
don and  
North-  
western  
and Great  
Western  
Railway  
Companies.

As to carry-  
ing rail-  
way over  
Hooton and  
Parkgate  
branch.

**68.** In constructing the Railway No. 1 by this Act authorised the Company shall conform to the following conditions :

1. Where the railway is to cross the Hooton and Parkgate branch of the Birkenhead Railway and lands adjoining thereto it shall not, without the consent of the London and North-western and the Great Western Railway Companies (who are herein-after called "the joint companies"), be constructed nearer to the present Neston station than is shown by the centre line on the deposited plans, and shall be carried, at the expense of the Company, over such railway and lands according to plans, elevations, and sections to be reasonably approved, prior to the commencement of the bridge, by and executed under the superintendence and to the reasonable satisfaction in all respects of the engineer for the time being appointed by the joint companies ; and such railway shall be so carried over and the works connected therewith shall be executed by such means and in such manner as not to interfere with the free, uninterrupted, and safe user of the said Hooton and Parkgate Branch Railway or the working of the traffic thereon ; and the said railway No. 1 shall be so carried over the Hooton and Parkgate Branch Railway and the lands adjoining thereto by means of a girder bridge having a clear span, measured at right angles to the said branch railway, of not less than thirty feet, and having a clear headway for the whole distance of not less than fourteen feet six inches above the level of the rails on that railway.

As to carry-  
ing railway  
over ap-  
proach road  
to Neston  
station.

2. The Railway No. 1 by this Act authorised, where the same is to cross the approach road of the joint companies to their Neston station, numbered on the deposited plans 59 in the parish of Neston, shall not be carried nearer to the Neston station than as shown by the centre line on the deposited plans, and shall be carried, at the expense of the Company, over the said road and the works connected therewith by such means and in such manner as not to interfere with the free, uninterrupted, and safe user of such road ; and the said Railway No. 1 shall be so carried over the said road by means of a bridge having a clear span, measured at right angles to the said road, of not less than twenty-five feet, and having a clear headway in the centre of not less than fifteen feet, and of not less than fourteen feet for a width of five feet on each side of the centre

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from the surface of the said road when altered, and the Company shall, at their own expense, provide for the efficient drainage thereof.

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3. The Company shall at all times maintain the bridges or other works by which the said Railway No. 1 shall be carried over the Hooton and Parkgate Branch Railway and the lands adjoining thereto, and over the said approach road to Neston station, in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of the joint companies; and if and whenever the Company fail to do so the joint companies may make or do, in and upon as well the lands of the Company as their own lands, all such works and things as the joint companies reasonably think requisite in that behalf, and the sum from time to time reasonably expended in that behalf shall be repaid to them by the Company, and in default of payment the amount may be recovered with full costs by the joint companies from the Company in any court of competent jurisdiction.

Maintenance  
of those  
works.

4. the Company shall not, without in every case the previous consent of the joint companies in writing under their respective common seals, take, use, enter upon, or interfere with any of the lands from time to time belonging to or in the possession of or under the power of the joint companies, except only such part or parts of their lands as it shall be necessary for the Company to take, use, enter upon, or interfere with for the purpose of making and maintaining the works by which the said Railway No. 1 is, according to this Act, to be carried over the railway, approach road, and lands of the joint companies.

Restricting  
interference  
with the  
lands of  
the joint  
companies.

5. With respect to any land of the joint companies which the Company are by this Act from time to time authorised to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the joint companies may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same.

Company  
to acquire  
easements  
only in  
lands of  
joint com-  
panies.

6. The Company shall bear and on demand pay to the joint companies all reasonable expenses of the employment by them during the construction of the works affecting the railway of the joint companies a sufficient number of inspectors and watchmen to be appointed by the joint companies for watching their railway and its works with reference to and during the execution of such works, and for preventing, as far as may

Company to  
pay to the  
two com-  
panies the  
expenses of  
watchmen  
during con-  
struction of  
works.



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be, all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of the Company or their contractors, or any person or persons in the employment of the Company or their contractors, with reference thereto or otherwise.

Penalty in case of interruption to traffic of the joint companies.

7. If by reason of any works or proceedings of the Company there shall be any obstruction or interference, so as to impede or prevent the convenient passage of engines, carriages, and waggons along the lines of the joint companies, the Company shall pay to those companies the sum of twenty pounds by way of ascertained damages for every hour during which any such interference or obstruction shall continue; and if any interruption shall be occasioned to the traffic on the lines of the joint companies the Company shall, in addition to the penalty lastly provided for, on demand pay to the joint companies all costs and expenses to which they may be put, as well as full compensation for the loss and inconvenience sustained by them, by reason of any such interruption, such costs, expenses, and compensation to be respectively recoverable with full costs by the joint companies from the Company in any court of competent jurisdiction.

Damages sustained by the joint companies to be repaid by Company.

8. The Company shall from time to time be responsible for and make good to the joint companies all costs, losses, damages, and expenses from time to time occasioned to the joint companies, or to any of their works or property, or to the traffic on their railway, or to any company or person using the same, or otherwise, by reason of the execution or failure of any of the works of the Company or incidental thereto, or by reason of any act or omission of the Company or any of the persons in their employment, or their contractors, or others; and the Company shall effectually indemnify and hold harmless the joint companies from all claims and demands upon or against them by reason of any such execution or failure and of any such act or omission as aforesaid.

Differences to be settled by arbitration.

9. Any difference which may arise between the Company and the joint companies as to the observing, fulfilling, and conforming to the foregoing conditions, restrictions, and obligations shall, unless otherwise agreed, be from time to time determined by an arbitrator to be appointed by the Board of Trade.

For protection of London

69. In constructing the Railway No. 6 by this Act authorised the Company shall conform to the following conditions:

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*Wales Railway Act, 1873.*

1. Where the railway is to cross the Chester and Holyhead Railway and lands adjoining thereto it shall be carried, at the expense of the Company, over such railway and lands according to plans to be reasonably approved by and executed under the superintendence and to the reasonable satisfaction in all respects of the chief engineer for the time being of the London and North-western Railway Company, and such railway and works connected therewith shall be so carried over and executed by such means and in such manner as not to interfere with the free, uninterrupted, and safe user of the Chester and Holyhead Railway, or the working of the traffic thereon; and the said Railway No. 6 shall be so carried over the Chester and Holyhead Railway and the lands adjoining thereto by means of an arch or girder bridge over the said Chester and Holyhead Railway, with a span of not less than forty-eight feet in the clear, measured at right angles thereto; and on each side of the said railway an opening for the side drains of not less than twenty-five feet span in the clear, measured at right angles to the said railway, each of the openings having a clear headway throughout of not less than fifteen feet above the level of the rails on the said railway. A.D. 1873.  
and North-western Railway Company.  
As to carrying railway over Holyhead Railway.
2. The bridge and other works by which the Railway No. 6 is to be carried over the Chester and Holyhead Railway shall be made only according to plans, elevations, sections, and specifications to be submitted by the Company to the chief engineer of the London and North-western Railway Company, and to be reasonably approved by him in writing under his hand before the said bridge or any of those works are begun. Plans for works affecting London and North-western Railway.
3. The Company shall at all times maintain the said bridge and other works by which the Railway No. 6 shall be carried over the Chester and Holyhead Railway in substantial repair and good order and condition to the reasonable satisfaction in all respects of the chief engineer for the time being of the London and North-western Railway Company, and if and whenever the Company fail to do so the London and North-western Railway Company may make or do, in and upon their own lands as well as on the lands of the Company, all such works and things as the London and North-western Railway Company reasonably think requisite in that behalf, and the sum from time to time reasonably expended in that behalf shall be repaid to them by the Company, and in default of payment Maintenance of those works.



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the amount may be recovered with full costs by the London and North-western Railway Company from the Company in any court of competent jurisdiction.

Company to pay to London and North-western Railway Company expenses of watchmen during construction of works.

4. The Company shall bear and on demand pay the London and North-western Railway Company all reasonable expenses of the employment by them during the construction of the works affecting the London and North-western Railway of a sufficient number of inspectors and watchmen to be appointed by the London and North-western Railway Company for watching their railway and its works with reference to and during the execution of such works, and for preventing, as far as may be, all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of the Company or their contractors, or any person or persons in the employment of the Company or their contractors, with reference thereto or otherwise.

Penalty in case of interruption to traffic of London and North-western Railway.

5. If by reason of any works or proceedings of the Company there shall be any obstruction or interference so as to impede or prevent the convenient passage of engines, carriages, or waggon along the lines of the London and North-western Railway Company, the Company shall pay to that company the sum of twenty pounds by way of ascertained damages for every hour during which any such interference or obstruction shall continue; and if any interruption shall be occasioned to the traffic on the lines of the London and North-western Railway Company the Company shall, in addition to the penalty lastly provided for, on demand pay to the London and North-western Railway Company all costs and expenses to which they may be put, as well as full compensation for the loss and inconvenience sustained by them, by reason of any such interruption, such costs, expenses, and compensation to be respectively recoverable with full costs by the London and North-western Railway Company from the Company in any court of competent jurisdiction.

Damage sustained by London and North-western Railway Company to be repaid by Company.

6. The Company shall from time to time be responsible for and make good to the London and North-western Railway Company all costs, losses, damages, and expenses from time to time occasioned to that company, or to any of their works or property, or to the traffic on their railway, or to any company or person using the same, or otherwise, by reason of the execution or failure of any of the works of the Company or incidental thereto, or by reason of any act or omission of the Company

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or any of the persons in their employment, or their contractors or others, and the Company shall effectually indemnify and hold harmless the London and North-western Railway Company from all claims and demands upon or against them by reason of any such execution or failure, and of any such act or omission as aforesaid.

7. The Company shall not, without in every case the previous consent of the London and North-western Railway Company in writing under their common seal, take, use, enter upon, or interfere with any of the lands from time to time belonging to or in the possession of or under the power of the London and North-western Railway Company, except only such part or parts of their lands as it shall be necessary for the Company to take, use, enter upon, or interfere with for the purpose of making and maintaining the works by which the Railway No. 6, according to this Act, to be carried over the railway and lands of the London and North-western Railway Company.

Restricting interference with the lands of the London and North-western Railway Company.

8. With respect to any land of the London and North-western Railway Company which the Company are by this Act from time to time authorised to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the London and North-western Railway Company may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same.

Company to acquire easements only in lands of the London and North-western Railway Company.

9. Any difference which may arise between the Company and the London and North-western Railway Company as to the observing, fulfilling, and conforming to the foregoing conditions, restrictions, and obligations shall, unless otherwise agreed, be from time to time determined by an arbitrator to be appointed by the Board of Trade.

Differences to be settled by arbitration.

70. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Notice to be given of taking houses of labouring classes.



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Power to  
take ease-  
ments by  
agreement.

71. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege (not being an easement of water) required for the purposes of this Act in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Deposit  
money not  
to be repaid  
until line  
opened or  
half the  
capital paid  
up and ex-  
pended.

72. Whereas pursuant to the standing orders of both Houses of Parliament, and to an Act of the 9th year of the reign of Her present Majesty, chapter 20, fifty-two thousand five hundred and sixty-one pounds consolidated three pounds per cent. annuities, being equal to five per centum upon the amount of the estimate in respect of the railways shown upon the deposited plans and sections, has been transferred to the account of Her Majesty's Paymaster General on behalf of the Court of Chancery in England in respect of the application to Parliament for this Act, and thirty thousand seven hundred and seventeen pounds like annuities has in like manner been transferred to the like account and on the like behalf in respect of an application to Parliament for a Bill called the Birkenhead, North Wales, and Stafford Railway Bill, the railways sought to be authorised by which Bill have been rejected by Parliament: And whereas since the said respective amounts of stock were transferred as aforesaid the estimate of expense of the railways authorised by this Act has, by the abandonment of a portion of the railways comprised in the Bill for this Act, been reduced to seven hundred thousand pounds, five per cent. upon which, at the price at which the same amounts of stock were purchased, is equal to thirty-eight thousand and forty-four pounds consolidated three pounds per centum annuities: Therefore be it enacted, that, notwithstanding anything contained in the said Act, thirty-eight thousand and forty-four pounds consolidated three pounds per centum annuities, part of the said fifty-two thousand five hundred and sixty-one pounds consolidated three pounds per centum annuities, shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrants or orders issued in pursuance of the said Act, or the survivors or survivor of them, unless the Company shall, previously to the expiration of the period limited by this Act for completion of the railway hereby authorised to be made, either open the railway for the public conveyance of passengers, or prove to the satisfaction of the Board of

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*Wales Railway Act, 1873.*

Trade that the Company have paid up one half of the amount of the capital by this Act authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said capital; and if the said period shall expire before the Company shall either have opened the said railway for the public conveyance of passengers or have given such proof as aforesaid to the satisfaction of the Board of Trade, the said thirty-eight thousand and forty-four pounds consolidated three pounds per centum annuities shall be applied in the manner hereinafter specified; and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

A.D. 1873.

**73.** The said thirty-eight thousand and forty-four pounds consolidated three pounds per centum annuities shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the said last-mentioned stock shall have been found sufficient to satisfy all just claims in respect of such compensation, then the same, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof; provided that until the said stock

Application  
of deposit.



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A.D. 1873. shall have been repaid to the depositors, or shall have become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable 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.

Release of  
balance of  
deposit.

74. On the application of the persons named in the warrant or order issued as aforesaid in pursuance of the said Act of the 9th year of Her present Majesty, chapter 20, in respect of the Bill for the railways authorised by this Act, and on the application of the persons named in the warrant or order issued in pursuance of the said Act in respect of the said Birkenhead, North Wales, and Stafford Railway Bill, or of the survivors or survivor of them, or of the majority of such persons or survivors, or of the executors or administrators of the last survivor, by petition in a summary way at any time after the passing of this Act, the High Court of Chancery may and shall order that fourteen thousand five hundred and seventeen pounds consolidated three pounds per cent. annuities (being the balance of the said fifty-two thousand five hundred and sixty-one pounds like annuities, after deducting therefrom the said thirty-eight thousand and forty-four pounds like annuities), and the said thirty thousand seven hundred and seventeen pounds like annuities, and the interest and dividends thereof respectively, shall be transferred and paid to the persons or person so applying, or to any other person or persons whom they or he may appoint in that behalf.

Tolls for  
passengers  
and animals.

75. The Company may demand and take for the use of the railway any tolls not exceeding the following; (that is to say,)

With respect to the conveyance of goods:

Class 1.—For all lime, limestone, salt, dung, compost, and all sorts of manure, and all undressed materials for the repair of highways, pitching and paving, bricks, iron, ironstone, iron ore, and pig iron, coals, slack, cannel, coke, culm, and cinders, per ton per mile three farthings:

Class 2.—For all stones for building, tiles, slates, clay, sand, chalk, marl, copper, tin, lead, and other ores, bar iron, rod iron, hoop iron, sheet iron, and all other similar descriptions of wrought iron, and iron castings not manufactured into utensils or other articles of merchandise, per ton per mile one penny:

Class 3.—For all sugar, grain, corn, flour, hides, dyewoods, Manchester packs, earthenware, timber, staves and deals,

metals (except iron), tinned plates, nails, anvils, vices, and chains, per ton per mile twopence :

Class 4.—For all cotton and all other wools, drugs, or manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile threepence.

With respect to the conveyance of carriages :

Class 5.—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 not belonging to the Company, if having more than two wheels per mile fourpence, and if having only two wheels per mile threepence ; and for every additional quarter of a ton up to four tons which any such carriage weighs, one penny per mile in addition if such carriage have more than two wheels, and three farthings per mile in addition if the same have only two wheels.

With respect to the conveyance of passengers :

Class 6.—For every person conveyed in a first-class carriage, per mile twopence :

Class 7.—For every person conveyed in a second-class carriage, per mile one penny halfpenny :

Class 8.—For every person conveyed in a third-class carriage, per mile one penny.

With respect to the conveyance of animals :

Class 9.—For every horse, mule, ass, or other beast of draught or burden conveyed in or upon any carriage, per mile twopence :

Class 10.—For every ox, cow, bull, or neat cattle conveyed in or upon any carriage, per head per mile one penny halfpenny :

Class 11.—For every calf, pig, sheep, or lamb, or other small animal conveyed in or upon any carriage, per mile one halfpenny.

**76.** For carriages, trucks, and platforms supplied by the Company the Company may (in addition to the other tolls by this Act authorised) demand and take for or in respect of goods, articles, matters, or things, persons, or animals comprised in either of the classes herein-before specified any tolls not exceeding the tolls next herein-after mentioned in connexion with the class in which such goods, articles, matters, or things, persons, or animals are respectively comprised ; (to wit,)

Tolls for  
carriages,  
&c.

For Class 1, per ton per mile one eighth of a penny :

For Class 2, per ton per mile one eighth of a penny :



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For Class 3, per ton per mile three farthings :  
For Class 4, per ton per mile one penny :  
For Class 5, for each carriage, per mile twopence :  
For Class 6, for each person, per mile one penny :  
For Class 7, for each person, per mile three farthings :  
For Class 8, for each person, per mile one halfpenny :  
For Class 9, for each animal, per mile one penny :  
For Class 10, for each animal, per mile one penny :  
For Class 11, for each animal, per mile one halfpenny.

Tolls for  
propelling  
power.

77. With respect to locomotive engines and other moving power supplied by the Company the Company may demand and take, in addition to the other tolls by this Act authorised, any tolls not exceeding the following; (to wit,)

For every passenger or animal, one penny per mile :

For all goods whatsoever, three eighths of a penny per ton per mile.

Maximum  
charges for  
goods and  
animals.

78. The maximum rate of charge to be made by the Company for the conveyance of goods and animals, including the tolls for the use of the railway, and of carriages when provided by the Company, and for locomotive power, and every other expense incidental to such conveyance, except a reasonable sum for loading, covering, and unloading of goods at any terminal station of such goods, and for delivery and collection, and any other services incidental to the business or duty of a carrier, where such services or any of them are or is performed by the Company, shall not exceed, for the several articles and animals comprised in the classes before specified, the following sums; (that is to say,)

Class 1, one penny per ton per mile :

Class 2, one penny halfpenny per ton per mile :

Class 3, twopence halfpenny per ton per mile :

Class 4, threepence per ton per mile :

Class 5, if having more than two wheels, and not weighing more than one ton and a half, fivepence; and if any having only two wheels, fourpence per mile :

Class 9. For each animal, fourpence per mile :

Class 10. For each animal, twopence per mile :

Class 11. For every calf or pig, one penny per mile; and for every other small animal, three farthings per mile :

Tolls for  
separate  
waggons.

Provided also, that when a separate waggon or truck shall be retained by one person for the conveyance only of cattle or sheep belonging to him or under his charge, the aggregate of the tolls to be paid for such waggon or truck capable of containing and not containing more than six oxen or twenty-five sheep shall not exceed ninepence per mile.

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79. The maximum rate of charges to be made by the Company for the conveyance of passengers, including the tolls for the use of the railway, and of carriages, and for locomotive power, and every other expense incidental to such conveyance (except Government duty), shall not exceed the following sums ; (that is to say,) A.D. 1873.  
Maximum charges for passengers.

For every passenger conveyed in a first-class carriage, threepence per mile :

For every passenger conveyed in a second-class carriage, twopence per mile :

For every passenger conveyed in a third-class carriage, one penny halfpenny per mile.

80. The following regulations are applicable to the fixing of the tolls ; (that is to say,) Regulations as to the tolls.

For passengers, animals, or things conveyed on the railway for a less distance than three miles the Company may demand tolls, fares, and rates as for three miles :

For a fraction of a mile beyond three miles, or beyond any greater number of miles, the Company may demand tolls, fares, and rates for passengers as for one mile, and for animals and things according to the number of quarters of a mile in the fraction, a fraction of a quarter of a mile being reckoned as a quarter of a mile :

For a fraction of a ton the Company may demand tolls and rates according to the number of quarters of a ton in the fraction, and if there be a fraction of a quarter of a ton the fraction shall be deemed a quarter of a ton :

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight :

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity :

Where a waggon for the carriage of cattle or sheep, capable of containing six oxen or twenty-five sheep, is engaged by one person, the tolls and rates for the cattle or sheep conveyed therein shall not exceed sixpence a mile.

81. With respect to small packages and single articles of great weight, notwithstanding the tolls prescribed by this Act, the Company may demand and take not exceeding the tolls following ; (that is to say,) Tolls for small parcels and single articles of great weight.

For any parcel not exceeding seven pounds in weight, threepence :



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For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight, fivepence :

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight, sevenpence :

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence :

For any parcel exceeding fifty-six pounds and not exceeding one hundredweight, one shilling and sixpence; and for every additional one hundredweight beyond one hundredweight up to five hundredweight, ninepence :

Provided that articles sent in large aggregate quantities, although made up of separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but that term applies only to single parcels in separate packages :

For the carriage of any single thing the weight of which, including the carriage, exceeds four tons but does not exceed eight tons, the Company may demand and take any sum not exceeding sixpence a ton a mile :

For the carriage of any single thing the weight of which, with the carriage, exceeds eight tons, the Company may demand and take any sum they think fit.

Limiting charge for conveyance of coal to Birkenhead Docks.

**82.** Nothing in this Act contained shall entitle the Company to charge for the conveyance of coal in carriages not belonging to the Company or their lessees or agents to Birkenhead Docks at a greater rate than three fourths of a penny per ton per mile, including all terminal and other charges.

Foregoing charges not to apply to special trains.

**83.** The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains from time to time appointed by the Company for the conveyance of passengers, animals, and goods on the railway.

Terminal station.

**84.** No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee.

Company may take increased charges by agreement.

**85.** Nothing in this Act contained shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of animals or goods of any description by agreement with the owners of or persons in charge thereof, either by reason of any special service performed by the

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Company in relation thereto or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains. A.D. 1873.

**86.** Every passenger travelling by the railway may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof. Passengers luggage.

**87.** The Company and any company or person for the time being lawfully working or using the railway or any portion thereof may pass and run over and use, with their engines and carriages of every description, and with their clerks, officers, and servants, for all purposes of their traffic, the railways of the Wrexham, Mold, and Connahs Quay Railway Company and the Hoylake and Birkenhead Rail and Tramway Company, together with the stations, approaches, sidings, watering places, booking offices, warehouses, wharves, works, and conveniences connected with such railways respectively. Running powers over and user of railways and stations of other companies.

**88.** The terms, conditions, and regulations for or in respect of the use of the said railways and stations or any part or parts thereof respectively, and the tolls, rates, and charges or other considerations to be paid for the same, shall, if not agreed upon between the Company and the other companies mentioned in the last preceding section, or any or either of them, be from time to time determined by an arbitrator to be appointed by the Board of Trade on the application of either company, and the decisions of any such arbitrator shall be binding and conclusive on all parties, and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct. Terms of such user.

**89.** The Company, in traversing or using the said railways and stations, shall at all times observe the regulations and byelaws for the time being in force thereon respectively, so far as those byelaws shall be applicable to the Company. Byelaws to be observed.

**90.** As long as the undertaking of the Buckley Railway Company is vested in the Wrexham, Mold, and Connahs Quay Railway Company by way of lease, and the last-named company are in possession of and are working that undertaking under lease, the Company shall have the like rights and powers in relation to the undertaking of the Buckley Railway Company as by virtue of or under this Act they have in relation to the undertaking of the Wrexham, Mold, and Connahs Quay Railway Company; but nothing in this Act shall take away, abridge, or prejudice any of the Powers of Company over undertaking of Buckley Railway Company.



A.D. 1873. — rights of the Buckley Railway Company as against the Wrexham, Mold, and Connahs Quay Railway Company, or relieve the last-named company from any of their obligations towards the Buckley Railway Company in respect of the payment of rent or in any other respect, and every such right and obligation shall, as between the two last-named companies, remain and be as if this Act had not been passed.

Power to enter into traffic arrangements with other companies.

91. The Company on the one hand and the Manchester, Sheffield, and Lincolnshire Railway Company, the Midland Railway Company, the Great Northern Railway Company, the Cheshire Lines Committee, the Hoylake and Birkenhead Rail and Tramway Company, or any or either of them, on the other hand, may, subject to the provisions of Part III. of the Railway Clauses Act, 1863, from time to time enter into agreements with respect to the following purposes, or any of them ; that is to say,

The management, use, working, and maintenance of the railway, or of any part or parts thereof :

The supply of any rolling or working stock, and of officers and servants for the conduct of the traffic on the railway :

The payments to be made and the conditions to be performed with respect to the matters aforesaid :

The interchange, accommodation, conveyance, and delivery of traffic coming from or destined for the undertakings of the contracting companies, or either of them, and the fixing and division between the said companies of the receipts arising from such traffic.

Tolls and charges to be calculated continuously when line worked by another company.

92. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railway by any other companies or company, or by the Cheshire Lines Committee, the railway and the railways of the such other companies or company or committee shall for the purpose of short-distance tolls and charges be considered as one railway ; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway and partly on the railways of such other companies or company or committee for a less distance than three miles, tolls and charges may only be charged as for three miles ; and in respect of passengers, for every mile or fraction of a mile beyond three miles, tolls and charges as for one mile only ; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond three miles, tolls and charges as for a quarter of a mile only ; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railway

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and partly on the railways of such other companies or company or committee. A.D. 1873.

**93.** Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any land or hereditaments, or any rights of whatsoever description, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, without the consent in writing of the same commissioners, or one of them, on behalf of Her Majesty, first had and obtained for that purpose (which consent such commissioners are hereby respectively authorised to give), neither shall anything in this Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors. Saving rights of the Crown.

**94.** Nothing contained in this Act shall authorise the said Company to take, use, or in any manner interfere with any portion of the shore or bed of the sea, or of any river, channel, creek, bay, or estuary, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give), neither shall anything in this Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors. Saving rights of the Crown in the foreshore.

**95.** The agreement set forth in Schedule B. to this Act is hereby confirmed and made binding on the parties thereto and the Company, as if the provisions of that agreement were set forth and enacted in the body of this Act, and the same shall be carried into effect accordingly: Provided always, that nothing contained in clause 8 of that agreement shall be deemed to prejudice or affect the rights of any person, company, or corporation not being a party thereto. Confirming scheduled agreement with Hoylake and Birkenhead Rail and Tramway Company.

**96.** The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845." Interest not to be paid out of capital.



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Deposits for  
future Bills  
not to be  
paid out of  
capital.

**97.** The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum of money which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Railway not  
exempt from  
provisions  
of present  
and future  
general Acts.

**98.** Nothing herein contained shall be deemed or construed to exempt the railway by this Act authorised to be made from the provisions of any general Act relating to railways, or the better or more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Expenses of  
Act.

**99.** All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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SCHEDULE A.

No. of Highway on Plan.	Parish and Township.	Alterations to be carried out.
3	Holy Trinity, Blacon.	Inclinations of approaches to bridges on both sides not to be steeper than one foot in thirty feet.
11	Shotwick, Blacon.	A screen twenty feet long and six feet high to be erected by the Company at the angle of the road, if on completion of the railway the said highway board for the district of the hundred of Wirrall in the county of Chester shall consider it necessary.
52	Shotwick, Great Saughall.	Approach to level crossing on east side to be a level one, and the inclination of the approach on the west side not to be steeper than one foot in thirty feet.
19	Burton - -	Approach on upper or eastern side of the bridge to be continued in one uniform slope from the apex of the bridge to a point in the present road eastward distant one hundred and ten yards from the apex of the bridge. The inclination of the approach on the western side of the bridge not to be steeper than one foot in fourteen feet.
21	Burton, Ness -	The width of the arch shall be such as to leave thereunder a clear space of twenty-five feet. The inclination of the approach to the bridge on the eastern side not to be steeper than one foot in fifteen feet.
33	Neston, Ness -	The width of the arch shall be such as to leave thereunder a clear space of twenty-five feet. The inclination of the approach to the bridge on the eastern side not to be steeper than one foot in fourteen feet. The inclination of the approach to the bridge on the western side to be one foot in sixty feet.
10	Bebington, Storeton.	The road not to be raised more than nine feet six inches. The inclination of the approaches to the bridge on both sides not to be steeper than one foot in thirty feet.
20	Bebington, Storeton.	The inclination of the approaches to the bridge on both sides not to be steeper than one foot in thirty feet.
9	Woodchurch, Prenton.	The clear height of the arch of the bridge from the surface of the road shall not be less than sixteen feet. The inclination of the approach to the bridge on the eastern side shall not be steeper than one foot in thirty feet.
2	Bromborough	The inclination of the approach to the bridge on the eastern side shall not be steeper than one foot in twenty-five feet.



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SCHEDULE B.

ARTICLES OF AGREEMENT made this 23rd day of July 1873, between Messrs. Ashurst, Morris, & Co., of No. 6, Old Jewry, in the city of London, as the solicitors for and duly authorised agents of the Promoters of the proposed Birkenhead, Chester, and North Wales Railway, of the first part, and the Hoylake and Birkenhead Rail and Tramway Company (herein-after referred to as the "Hoylake Company") of the second part.

WHEREAS the parties hereto of the first part, herein-after referred to as the "Birkenhead Promoters," are promoting in the present session of Parliament a Bill (herein-after called the "Birkenhead Bill") for the incorporation of a Company (herein-after referred to as the "Birkenhead Company"), to be called the Birkenhead, Chester, and North Wales Railway Company, for the purpose of constructing certain railways in the counties of Chester, Flint, and Denbigh, whereby it is proposed, amongst others, to authorise the construction of a railway, therein described as Railway No. 1, terminating by a junction with the Hoylake Railway, together with the railways therein described as Railways Nos. 2 and 3, which compete with and are antagonistic to certain railways, powers for which are also being sought by the Bill promoted in the present session by the Hoylake Company for the construction of additional railways (herein-after called the Hoylake Bill): And whereas the Hoylake Company have presented a petition against the said Birkenhead Bill, and the Birkenhead Promoters have presented a petition against the said Hoylake Bill, and it has been mutually agreed to abstain from all further opposition to the said respective Bills upon the terms herein-after set forth: Now these present witness as follows; that is to say,

1. The opposition of the Hoylake Company against the Birkenhead Bill and of the Birkenhead Promoters against the Hoylake Bill shall be withdrawn.

2. The Birkenhead Bill shall be allowed to go into Committee with the powers sought to construct the said proposed Railways Nos. 1, 2, and 3 intact.

3. The Hoylake Bill shall in like manner be allowed to proceed to Committee for the powers of construction of the Railways Nos. 6, 8, and 9 respectively thereby sought to be authorised intact; but in the event of the Birkenhead Bill passing the House of Lords with the powers to construct the proposed Railways Nos. 1, 2, and 3, the powers of constructing the proposed Railways Nos. 6 and 8 in the Hoylake Bill shall be omitted therefrom when in Committee of the House of Lords.

4. The Hoylake Bill shall also be allowed to proceed for the power to construct the extension lines to West Kirby.

5. In the event of the Birkenhead Bill passing into a law during the present session, the Birkenhead Company to work the railways of the Hoylake Company (but not their tramways) upon terms of paying the Hoylake Company

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a minimum net rental of 3,500*l.* per annum, payable half-yearly, and all the net receipts arising on that railway from whatever source up to and including, but not to exceed (together with the said 3,500*l.* per annum) 5,000*l.* per annum, the net receipts above that sum being divided equally between the Hoylake and Birkenhead Companies. For this purpose a separate account shall be kept by the Birkenhead Company showing the receipts upon the railways of the Hoylake Company worked by them (which railways are hereinafter referred to as "the Hoylake undertaking"), and the working expenses shall be calculated at 50 per cent., which shall include not only the actual expenses of working, maintaining, and renewing the said railways and the stations &c. thereon, but all general charges of management, Government duty, and all other charges and expenses. The commencement of the working of the Hoylake undertaking by the Birkenhead Company to date as from the 1st January 1874; and for the purpose of ascertaining the receipts over the Hoylake undertaking as above defined the Clearing House system shall be adopted.

6. Up to the time of the purchase or amalgamation herein-after provided for taking effect the Hoylake Company shall work their tramway undertaking, and for the purpose of developing the traffic of the Hoylake Railway and tramways and giving the public the greatest facilities for travelling thereby, a system of through booking shall be established between the railways and the tramways of the Hoylake Company, and the Birkenhead Company shall afford all reasonable facilities for this purpose, both as regards the number of trains to be run each way per day, and the number of carriages to be attached thereto, and in the event of difference the same shall be determined by a referee to be appointed by the Board of Trade. The division of receipts for through booking, unless otherwise agreed, to be also determined by a referee to be appointed by the Board of Trade.

7. The Hoylake Company shall forthwith proceed to complete their authorised tramways, and shall work the same in connexion with their railway, and shall hand the railway over to the Birkenhead Company in fair working order.

8. If at any time after the passing of the Birkenhead Bill the Birkenhead Company shall intimate to the Hoylake Company their desire to purchase or amalgamate with the undertaking of the Hoylake Company, or the Hoylake Company shall, by notice in writing to the Birkenhead Company, require that company to purchase or amalgamate with their undertaking, the Birkenhead Company shall, so soon as they are in a position to do so, having regard to the standing orders of Parliament, apply for the necessary Parliamentary powers and take all such steps as may be requisite for obtaining the same, the terms of such sale or amalgamation to be the payment by the Birkenhead Company of 75,000*l.* for the railway undertaking, and 25,000*l.* for the tramway undertaking, and to be payable three fourths in cash and one fourth in stocks and shares of the Birkenhead Company in equal proportions; the Hoylake Company shall also be at liberty to make application to Parliament for all powers that may be necessary for the carrying out of any such sale or amalgamation, if they think fit.

9. From such sum of 75,000*l.* there shall be deducted the moneys (if any) paid by the Birkenhead Company to the Hoylake Company in respect of the



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land (if any) acquired by the latter Company from the Hoylake Company for the purpose of constructing their proposed Railways Nos. 1, 2, and 3, or any or either of them.

10. If the Hoylake Company shall so require, the plant, rolling stock, and stores of the Hoylake Company to be taken by the Birkenhead Company at a valuation and paid for, in addition to the sums to be paid as above provided for, within one month after the valuation is completed or the amalgamation takes effect.

11. This agreement to extend to the proposed extensions to West Kirby, if sanctioned by Parliament; and in the event of the Birkenhead Bill receiving the Royal Assent, and the sale or amalgamation provided for by this agreement taking effect, the West Kirby line is to be constructed by the Hoylake Company as the agents of the Birkenhead Company, the expense thereof and the costs of obtaining the Act of Parliament and all expenses incidental thereto, with interest at five per cent., being repaid the Hoylake Company by the Birkenhead Company.

12. In the event of the Birkenhead Company from any cause whatever failing to make the payments herein-before mentioned, or to obtain Parliamentary sanction to such purchase or amalgamation as by article 8 hereof provided by the end of session 1875, or having obtained the necessary Parliamentary power shall fail to pay or procure to be paid the said purchase money on or before the 30th September 1876, the Hoylake Company shall be at liberty to terminate and cancel this agreement, either in whole or in part, by giving three months notice thereof in writing under their common seal.

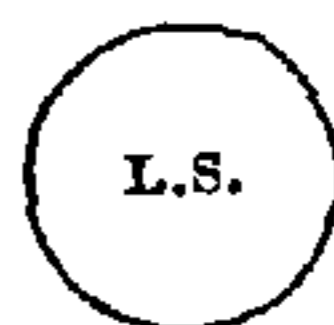
13. This agreement to be scheduled to and confirmed by a clause in the Birkenhead Bill.

In witness whereof the said parties hereto of the first part have hereunto set their hands and seal.

ASHURST, MORRIS, & Co.

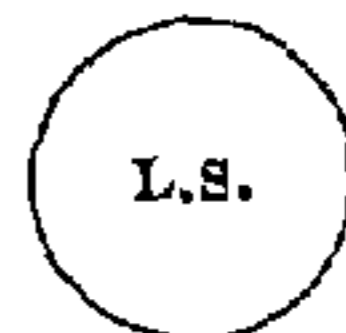
Witness,

ROB. A. HENDERSON,  
22, Abingdon Street, Westminster.



In witness whereof the Hoylake and Birkenhead Rail and Tramway Company have hereunto affixed their common seal.

The common seal of the Hoylake and Birkenhead  
Rail and Tramway Company affixed hereto in  
the presence of



A. YOUNG.  
W. McANDREW.