ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. ciii.

An Act for maintaining the Railway called "The *Belfast* and *Cavehill* Railway," and for reviving and extending some of the Powers of the Acts relating thereto. [22d *August* 1843.]

WHEREAS an Act was passed in the Second Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making and maintaining a Railway* 2 & 3 W. 4.
from the Cave Hill *to the Harbour of* Belfast *in the County of* c. 35.
Antrim: And whereas another Act was passed in the Fifth and Sixth Years of the Reign of His said late Majesty, intituled *An Act* 5 & 6 W. 4.
to alter, amend, and enlarge the Powers of an Act of the Second and c. 112.
Third Years of His present Majesty, for making and maintaining a Railway from the Cave Hill *to the Harbour of* Belfast *in the County of* Antrim: And whereas by the said first-recited Act the said Company were authorized to raise and contribute amongst themselves a Sum of Money for making and completing the said Railway and the other Works belonging or requisite thereto, not exceeding in the whole the Sum of Seven thousand five hundred Pounds, and also to borrow and take up at Interest on Mortgage of the said Undertaking

a further Sum of Money not exceeding the Sum of Two thousand five hundred Pounds: And whereas the whole of the said Sum of Seven thousand five hundred Pounds was subscribed for, and the said Sum of Two thousand five hundred Pounds was borrowed on the Credit of the said Undertaking, in pursuance of the Powers of the said first-recited Act: And whereas by the said secondly-recited Act the said Company were authorized to raise and contribute among themselves, or by the Admission of new Subscribers, in addition to the Sums of Money which they had already subscribed by virtue of the said first-recited Act, any further Sum or Sums of Money not exceeding in the whole the Sum of Twenty-six thousand Pounds, and also, without prejudice to any Mortgage granted by the said Company for securing the said Sum of Two thousand five hundred Pounds, to borrow and take up at Interest the further Sum of Two thousand seven hundred Pounds upon the Credit of the said Undertaking: And whereas, out of the Money received by the said Company in respect of the said Sum of Twenty-six thousand Pounds by the said secondly-recited Act authorized to be raised, the said Sum of Two thousand five hundred Pounds so borrowed as aforesaid was repaid, and no Part of the siad Sum of Two thousand seven hundred Pounds has been raised by the said Company: And whereas, inasmuch as certain Works connected with the said Railway, and authorized or required to be made under certain Stipulations and Agreements, have not been completed, Doubts have arisen whether some of the Powers of the recited Acts remain in force, and it is expedient such Doubts should be removed: And whereas the said Company have been making or have agreed to make various Works in connection with the said Railway, either in lieu of some of the Works directed to be made by the recited Acts, or for the Use and Convenience of the Parties through whose Land the said Railway has been made: And whereas the Sum of Five thousand two hundred Pounds which remains to be subscribed for and raised of the said Sum of Twenty-six thousand Pounds, and the said Sums of Two thousand five hundred Pounds and Two thousand seven hundred Pounds, authorized to be borrowed as aforesaid, making in the whole the aggregate Sum of Ten thousand four hundred Pounds, would be sufficient to defray all the Expences of making and completing all the Works which have been constructed or agreed to be constructed as aforesaid; but the said Company have not raised the said Sum of Ten thousand four hundred Pounds, or any Part thereof, and it is expedient that further and additional Powers should be granted to them to enable them to raise the said Sum of Ten thousand four hundred Pounds: And whereas it is also expedient that Authority should be given to make and complete the Works which have been agreed to be constructed as aforesaid; and it is also expedient that some of the Powers and Provisions of the said recited Acts should be continued, amended, and enlarged; but the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled,

assembled, and by the Authority of the same, That all the Provisions, Matters, and Things contained in the said recited Acts (except such of them as are repealed, altered, or otherwise provided for,) shall be revived, and shall extend to this Act, and shall be in force in respect of the Objects and Purposes of this Act, as fully as if the same Provisions, Matters, and Things were re-enacted in this Act with reference to the Objects and Purposes thereof.

Powers of former Acts extended to this Act.

II. And be it enacted, That it shall be lawful for the Company to raise, by creating new Shares, in addition to the Sums of Money which they have raised by virtue of the recited Acts, any further Sum of Money not exceeding the Sum of Ten thousand four hundred Pounds, and such new Shares shall be issued to the Parties who have subscribed or may hereafter subscribe for the same.

Power to raise a further Sum by Subscription.

III. And be it enacted, That the Capital so to be raised by the Creation of new Shares shall, except as herein-after provided, be considered as Part of the general Capital, and subject to the same Provisions in all respects, whether with reference to the Payment of Calls or otherwise, as if it had been Part of the original Capital, except as to the Times of making Calls for such additional Capital, and the Amount of such Calls, which respectively it shall be lawful for the Company from Time to Time to fix a they shall think fit.

New Shares to be considered the same as original Capital.

IV. And be it enacted, That the new Shares so to be created shall, if agreed upon between the Company and the Parties subscribing for such Shares, entitle the Holders thereof to Dividends to any Amount not exceeding Six Pounds *per Centum per Annum*, previous to the Payment of any Dividend on the present Shares in the said Undertaking; and such Dividends on the new Shares shall be paid until the Company shall out of the clear Income of the said Railway be able to declare on all the then existing Shares a larger Dividend than such Dividend so agreed to be paid on the new Shares, from which Period an equal Dividend shall be from Time to Time paid on all the Shares, both original and new, in the said Undertaking: Provided always, that the new Shares shall not have such Preference as aforesaid until a Special General Meeting shall have been held, such Meeting being called for that Purpose by Notice specifying the Object for which such Meeting shall be convened, and at which Three Fifths of the Shareholders present, in Person or by Proxy, shall concur.

Preference may be given to new Shares as to Dividends.

V. And whereas the Capital of the Company will be Thirty-eight thousand seven hundred Pounds, and One Half of the said Capital has been already paid up, and it is expedient to grant Powers of raising Money by Mortgage; be it enacted, That it shall be lawful for the said Company, after the whole of the said Capital shall have been subscribed for, to borrow and take up at Interest, by virtue of the said recited Acts and this Act, upon the Credit of the said Undertaking, any Sum not exceeding in the whole the Sum of Ten thousand Pounds; and the said Company may assign over by way of Mortgage to any Person lending any such Money the Property of

Power to raise Money on Mortgage.

the

the said Undertaking, and the Tolls, Rates, and Duties granted by the said recited Acts; and every such Mortgage may be made and transferred in the Manner and Form, and subject to the Rules, Conditions, and Provisions, contained in the recited Acts, and shall be subject to the Regulations therein contained as if the same were raised or borrowed under the Authority of the recited Acts, except that every Mortgage which shall be duly executed, and of which a Memorial shall be duly entered, shall have Priority according to the Date of the Execution of the same, any thing in the said first-recited Act to the contrary thereof in anywise notwithstanding.

Mortgages.

VI. And be it enacted, That every Mortgage for securing Money borrowed by the Company shall be by Deed under the Common Seal of the Company, duly stamped, and wherein the Consideration shall be truly stated.

Transfers of Interest to be stamped.

VII. And be it enacted, That the Interest on any such Mortgage shall not be transferrable, except by Deed duly stamped.

Future Meetings of the Company.

VIII. And be it enacted, That the said Company shall meet together at some convenient Place within the Town of *Belfast* within Two Months next after the passing of this Act, between the Hours of Ten and Three, and shall then and there proceed in the Execution of the said recited Acts and this Act, and shall and may adjourn such Meeting from Time to Time as they shall think fit; and from and after the said First Meeting of the said Company there shall be a General Meeting of the said Company on the First Day of *August* in each and every Year, or within the Space of Thirty Days next thereafter, of which said General Meeting Ten Days public Notice at the least shall be given by Advertisement in some Newspaper usually circulated in the Town of *Belfast* aforesaid; and all such General Meetings may be adjourned from Time to Time and from Place to Place as shall be found expedient.

Company to give Notice where their Office is situate.

IX. And be it enacted, That the said Company shall within Two Months from the passing of this Act state, by Advertisement to be inserted in a Newspaper usually circulated in the Town of *Belfast* aforesaid, the Place in the Borough of *Belfast* or upon the Line of Railway where the Office of the said Company is; and Service there of any Summons, Demand, Notice, Suit, or Proceeding, civil or criminal, required to be served on the said Company, or the Committee, Treasurer, or Clerk thereof, under the said recited Acts or this Act, shall be deemed and taken for all Purposes whatsoever to be good Service on the said Company, Committee, Treasurer, or Clerk.

Names of Treasurer, &c. to be published.

X. And be it enacted, That the Names of the Treasurer and Clerk and Committee of the said Company, to be elected in the Manner prescribed by the said first-recited Act, shall be published within Two Months from the passing of this Act in a Newspaper usually circulated in the Town of *Belfast* aforesaid.

XI. And

XI. And whereas it was by the firstly-recited Act enacted, that the Company should and they were thereby required, within Five Years next after the passing of that Act, at their own proper Costs and Charges, to make a good Road or Highway, commencing at the then proposed Shipping Place in the Ground of Messieurs *Holmes* and *Dunbar*, and running from thence on the South-west Side of the said Railway, and parallel thereto, to the new *Antrim* Road, and from thence running on the opposite Side of the said Railway, and parallel thereto, to the *Crumlin* Road, and such Road or Highway should be made and completed in a good and substantial Manner, with all necessary Bridges, Arches, Culverts, Drains, Fences, and Gates, and with a good and sufficient Footpath, and such Road or Highway should be Thirty-two Feet wide, including the said Footpath, and should be constructed with Ten Tons Bottoming and Six Tons of broken Stone to the *English* Perch, and the said Railway should not be used for the Carriage of any Matter or Thing, other than Materials for making the Works thereby authorized, till the said Road or Highway should have been completed; and it was also provided and enacted, that the Company should not be compellable to make the said Road or Highway, nor should any thing in that Act prevent the free Use of the said Railway, although the said Road might not be made, if *Robert Thomson* Esquire, Mistress *Edward May*, and *Andrew Pinkerton*, their and each of their Heirs, Executors, and Administrators, Under-tenants and Assigns, should not, by some Instrument, to be prepared by and at the Costs of the Company, well and faithfully convey and assign to the said Company, within Three Months next after Demand in Writing should have been made by the Clerk of the said Company, so much and such Part of the Land necessary for making the aforesaid Railway, and also the said Road and Highway, as they or any of them were seised of or otherwise entitled unto, or the Estate and Interest of the said *Robert Thomson*, Mistress *Edward May*, and *Andrew Pinkerton*, and their Under-tenants, Heirs, and Assigns respectively, therein, free of all Charge for Purchase Money or Price, but the said Company should purchase and pay for all Land that might be required for the Purposes of Toll Houses or Sites for Stones, and other Purposes; and it was also enacted, that nothing therein contained should compel the Company to make the said Road or Highway through or over the Lands of *Dunbar* and *Holmes*, or prevent the free Use of the said Railway, although such Part of the said Road might not be made, if the said *Dunbar* and *Holmes*, their Heirs or Assigns, should not within Three Months from the passing of that Act convey and assign to the said Company the Land required for making the said Road and Railway in, through, and over their Lands and Grounds free in like Manner of all Charge for Purchase Money or Price; and it was also enacted, that the said Railway should not, without the Consent in Writing of Mistress *Edward May*, her Heirs and Assigns, be laid at any Distance less than Fifty Feet from the Top of the Embankment at the *Mile Water*, nor out of the Course or Direction delineated through her Lands in the Map or Plan lastly therein-before mentioned; and it was by the secondly-recited Act provided and enacted, that the Company should

Certain Provisions in 2 & 3 W. 4 c. 35. and 5 & 6 W. 4. c. 112. repealed.

not make the Railway from *Cavehill* to the Harbour of *Belfast*, or any Part of the same, in any other Line than such as was prescribed by the recited Acts; and it was further enacted, that the said Railway, so far as the same should extend on the Lands late of the said *Elizabeth May*, Eastward of the new Road leading from *Carrickfergus* to *Belfast*, should (unless the said *Elizabeth May*, her Heirs or Assigns, should give her or their Consent in Writing to the contrary,) be formed, made, and constructed so as that it should not be less than Fifty Feet from the Top of the Embankment at the *Mile Water*, and running parallel therewith, and that the Road or Highway should be formed parallel to the Railway, and between the same and adjoining *Elizabeth May*'s other Lands, so as to form the Boundary Line between the same, and that neither the Line of the Railway or the said Road or Highway should (except for the Purpose of forming such Boundary Line) be varied or deviated from the Course or Direction delineated in the Map or Plan in the firstly-recited Act referred to, and authenticated as therein mentioned; and it was also enacted, that the Company should within Five Years from the passing of that Act erect good and sufficient Wharfs for the landing and shipping of Goods on the said Ground late of the said *Elizabeth May*, and then vested in or belonging to the Company, which would lie between the *Mile Water* and the Railway; and it was also enacted, that the said Road or Highway to run parallel with the Railway which the said Company were required to make by the firstly-recited Act should be made within Three Years from the passing of that Act, and should be immediately next to and should be the Boundary Line between the Lands of the said *Elizabeth May* and the Lands late of the said *Elizabeth May*, and then vested in or belonging to the said Company, and that the said Railway and Road or Highway should be parallel with and immediately adjoin each other, unless the Consent in Writing of the said *Elizabeth May*, her Heirs or Assigns, should be obtained to the contrary: And whereas it is expedient that the said Enactments and Provisions should be repealed, and other Provisions made in lieu thereof; be it therefore enacted, That the said Enactments and Provisions shall be and are hereby repealed.

Power to maintain the Railway.

XII. And be it enacted, That, subject to the Restrictions hereinafter contained, it shall be lawful for the Company, notwithstanding any thing in the recited Acts contained to the contrary, to maintain, work, and use the Railway and other Works already made by the said Company from the *Cavehill* to the Harbour of *Belfast*, and also to make the several Works herein-after specified within the Periods respectively limited by this Act; and the Company may also complete the Shipping Place and other Works, and the deepening of the *Mile Water River*, as provided by the recited Acts and this Act, or any of them, comprised in the Plans herein-after mentioned.

Plans deposited with the Clerk of the Peace

XIII. And whereas Plans and Sections showing the Line in which the said Railway and several other Works have been made or are to be made, and the Levels of the same, and of the Roads to be carried

carried under or over the said Railway, as herein-after required, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers from whom the Company purchased the Lands now in their Possession, and which have been used for the said Railway and Works, or will be used for the Works by this Act authorized or directed to be made, have been deposited with the Clerk of the Peace for the County of *Antrim*; be it enacted, That all Persons interested may at all reasonable Times inspect such Plans, Sections, and Books of Reference, and may require to be furnished by such Clerk of the Peace with Extracts therefrom or Copies thereof; and such Clerk of the Peace shall give Access to such Documents, and, if required, furnish Copies thereof or Extracts therefrom, and certify the same to be true Copies or Extracts, and in respect thereof he shall be entitled to One Shilling for every Inspection of such Document, and One Shilling for every Hour such Inspection shall continue beyond the First Hour, and Sixpence for every One hundred Words copied or extracted therefrom; and if such Clerk of the Peace shall fail to comply with any of the Provisions aforesaid he shall forfeit for every such Offence a Sum not exceeding Five Pounds.

to be open to Inspection.

XIV. And be it enacted, That true Copies of such Plans and Books of Reference, or Extracts therefrom, certified by such Clerk of the Peace, shall be received in all Courts of Justice or elsewhere as Evidence of the Contents thereof.

Copies of Plans to be Evidence.

XV. And be it enacted, That it shall not be lawful for the Company to use or employ locomotive Steam Engines upon the said Railway.

Locomotive Steam Engines not to be used.

XVI. And be it enacted, That nothing in this Act contained shall be deemed to confer upon the Company Powers of purchasing or taking any Land without the Consent of the Owner and Lessee thereof, and the compulsory Powers of Purchase conferred by the recited Acts shall be deemed and taken to have expired.

Company not to exercise any compulsory Powers of Purchase.

XVII. And whereas the Railway now crosses the Road called the old *Carrickfergus* Road on a Level near its Junction with the *Belfast* and *Copeland Water* Turnpike Road, and it is expedient that the same should be altered in manner herein-after mentioned; be it therefore enacted, That the Company shall make a new Line of Road from the said *Belfast* and *Copeland Water* Turnpike Road to the said old *Carrickfergus* Road, and such new Line of Road shall be of the Width of Thirty-eight Feet, including the Footpath thereof, and shall be of One uniform Slope for the whole Length thereof, and shall be constructed along the North-east Side of the Garden Wall of the Premises in the Occupation of *Robert Thomson* Esquire, and be executed on the Specification and to the Satisfaction of the County Surveyor; and when and so soon as such new Line of Road shall have been made, and the Works in lieu thereof on the North-west Side of the Railway shall have been constructed, the present Road shall be stopped up by a Fence to be erected on the North-

Old Carrickfergus Road not to be continued across the Railway on a Level.

North-west Side of the said Railway, and the substituted Road shall be completed to the Satisfaction of the Surveyor of the County of *Antrim* on or before the First Day of *November* One thousand eight hundred and forty-four.

As to Bridge to carry the Crumlin Road over the Railway.

XVIII. And be it enacted, That the Bridge to be built over the said Railway in the Townland of *Ballyhagaghan*, with the necessary Embankments on both Sides of such Bridge, for the Purpose of carrying the said old Road from *Crumlin* to *Carrickfergus* over the said Railway, shall not be less than Eighteen Feet between the Parapet Walls and the Fences thereof, and the Acclivities on both Sides of the said Bridge shall not exceed One Foot vertical in Twenty Feet horizontal, and the Embankments shall be fenced on both Sides of the said Bridge; and the Road on such Bridge and Embankments shall be made good and perfect, with a Coating of Stone not less than Nine Inches in Thickness, broken to such Size as to be passed through a Two-inch Ring, and the Road shall be made good, to the Satisfaction of the Surveyor of the County of *Antrim* for the Time being, within the Space of Three Months from the passing of this Act.

The Turnpike Road from Belfast to Antrim to be carried over the Railway.

XIX. And be it enacted, That the said Railway shall be carried under the said Turnpike Road from *Belfast* to *Antrim* by means of a Tunnel, and the same shall be of such an Elevation as shall not in any Manner interfere with the present Level or Inclination of the said Road; and the said Roadway over the said Tunnel shall be completed and properly made good in a workmanlike Manner, to the Satisfaction of the Trustees of the said Turnpike Road or their Surveyor, within the Space of Four Months from the passing of this Act.

Railway to be carried over the Road from Belfast to Copeland Water.

XX. And be it enacted, That the said Railway shall be carried under the Road from *Belfast* to the *Copeland Water* by means of a Tunnel, and the Width thereof, with the Embankments over the said Railway, shall not be less than Sixty Feet, and the Elevation of the same shall not exceed Ten Feet, and the Ascent on either Side thereof shall not be greater than One Foot vertical in Fifty Feet horizontal, and the Embankments thereof shall be retained by Walls on either Side of good and substantial Masonry, and shall be completed, to the Satisfaction of the Trustees of the said Turnpike Road or their Surveyor, within the Space of Three Years fromthe passing of this Act.

Before the Works connected with the Roads are commenced the estimated Expence to be deposited.

XXI. And be it enacted, That before the said Company commence any Works connected with the said respective Roads from *Belfast* to *Antrim*, and from *Belfast* to the *Copeland Water*, they shall pay into the Hands of *George Macartney* and *John M'Neile* Esquires, as Two of the Trustees of the said Turnpike Roads from *Belfast* to *Antrim*, and from *Belfast* to the *Copeland Water*, such respective Sums of Money as shall in the Judgment of the Surveyor for the Time being of the Trustees of the said Roads be the estimated Expence of

of carrying the said Railway under or across such Turnpike Roads respectively, and of the Works connected therewith; and such Two Trustees shall hold such Sums of Money respectively upon Trust to lay out and expend the same, or a competent Portion thereof, in completing the said Works in connection with such Turnpike Roads as required by this Act, within the respective Times limited by this Act, and to repay the Overplus thereof (if any) to the said Company; and the said Trustees shall render an Account to the said Company of the Money they have so expended as aforesaid.

The Company to defray the Expence of erecting Toll Gates, &c. and also the Salaries of the Toll Keepers.

XXII. And be it enacted, That the said Company shall and are hereby required to pay to the Trustees of the said Turnpike Roads the Costs, Charges, and Expences which they may incur or be put to in erecting such Toll Houses, Toll Gates, and Side Bars across or by the Side of the said Turnpike Roads as may in their Judgment be necessary for the Protection of the Tolls of the same Turnpike Roads from Injury, Diminution, or Evasion by reason of the making of the Road hereby provided to be made running parallel with the said Railway between the new *Antrim* Road and the old *Carrickfergus* Road; and the said Company shall also pay the Salaries of the Toll Keepers who may be required at such Gates or Bars.

Company to maintain Bridges, &c.

XXIII. Provided always, and be it enacted, That the Bridges and Tunnels to be built and made in manner herein-before provided, and the retaining Walls connected therewith, shall from Time to Time for ever hereafter be amended and repaired by the said Company.

Company to inclose Depôt near Roads with a Wall.

XXIV. And be it enacted, That in case the said Company shall form a Depôt immediately adjoining either of the said Turnpike Roads from *Belfast* to *Antrim*, or from *Belfast* to *Copeland Water*, the said Company are hereby required, before proceeding to lay down any Materials therein, to inclose the same with a substantial Wall, built of Stone and Lime, not less than Eight Feet high from the Level of the Ground, with proper Gates and Piers, or in default thereof that it shall be lawful for the Surveyor of the said Trustees to erect the same at the Expence of the said Company after Ten Days Notice of such Intention.

For Protection of the Interests of Mrs. Elizabeth May.

XXV. And for protecting the Interests of *Elizabeth May*, a Lessee for Lives under the Marquis of *Donegall*, with Covenant for perpetual Renewal of such Lease of Land upon the Line of the Railway, be it enacted, That so much (if any) of the Land purchased by the Company from the said *Elizabeth May* lying between the Line of Railway and the River called the *Mile Water River*, and on the East Side of the Turnpike Road from *Belfast* to the *Copeland Water*, as shall not be required for the Purposes of the Railway and Works connected therewith, shall be re-conveyed by the said Company to the Parties at the Time entitled to the Lands on the opposite Side of the Railway at and for the same Price as may have been paid by the said Company for such Land, provided such Parties shall require the said Company in Writing so to do.

Certain Land which has been conveyed free of Price to be paid for.

XXVI. And whereas in pursuance of some of the Provisions of the Acts herein-before mentioned, and which Provisions are by this Act repealed, the said *Elizabeth May* did convey to the Company, free of all Charge for Purchase Money or Price, all her Estate and Interest in so much and such Part of the Land necessary for making the said Railway as she was seised of or entitled to; be it therefore enacted, That the said *Elizabeth May*, or other the Person or Persons for the Time being entitled to such Land, shall, within Six Months after the passing of this Act, be paid by the said Company for such Land so conveyed by her, free of all Charge, for Purchase Money or Price, and also for her Interest in another Piece of Land adjoining the *Mile Water River*, and the Lands called *Jenny Mount*, such respective Sums of Money as shall have been or may be agreed upon between the said Company and the said *Elizabeth May*.

An Occupation Road and Culverts to be made in the Lands of Mrs. May.

XXVII. And for further protecting the Property of the said *Elizabeth May*, be it enacted, That an Occupation Road of the Width of Thirty Feet shall be made by the said Company, and completed within the Period of Eighteen Months from the passing of this Act; and such Road shall commence from and out of the Turnpike Road leading from *Belfast* to the *Copeland Water* on the East Side of the said Turnpike Road, and on the South Side of the said Railway, and shall run parallel with and adjoin such Railway as far as the Termination thereof; and such Road shall be supported on the Side nearest the Railway by an Abutment Wall, so far as the Road shall be made on an Embankment; and the Surface of such Road shall be of an uniform Slope of One Foot in Fifty Feet from the said Turnpike Road; and the Embankment shall be sloped off on the Side adjoining the Land of the said *Elizabeth May*, or in lieu thereof, if required by the said *Elizabeth May*, an Abutment Wall shall be erected on that Side; and all the Land purchased from the said *Elizabeth May* by the Company, and lying on the South Side of the said parallel Road, shall be re-conveyed to her for such Price or Consideration as shall have been agreed upon on behalf of the said Company and the said *Elizabeth May*; and good and sufficient Culverts or Drains shall be made to the Satisfaction of a Surveyor appointed by the said *Elizabeth May* from the last-mentioned Land into the said *Mile Water River*, for the Purpose of draining the Lands of the said *Elizabeth May*; and it shall be lawful for the Owners for the Time being of such Lands, at all reasonable Times, to enter upon the Lands of the said Company for the Purpose of inspecting such Culverts or Drains, and of putting the same into a proper State of Repair.

Embankment on the Side of Mile Water River not to be removed.

XXVIII. And be it enacted, That the Embankment now erected and being along the South Side of the said *Mile Water River* shall not be removed or weakened until good and sufficient Quays shall have been erected and secured, without the Consent of the said *Elizabeth May* first had and obtained.

No Shipping Place to be made except

XXIX. And be it enacted, That no Shipping Place shall be made or used by the Company, except on the Ground purchased from the said

said *Elizabeth May*, without the Consent in Writing of the said *Elizabeth May*, or the Owner or Owners for the Time being of the Land so to be re-conveyed to her as herein-before mentioned and required.

on Mrs. May's Land, without Consent.

XXX. And be it enacted, That the said Railway, so far as it has been or shall be carried through the Lands purchased from the said *Elizabeth May*, shall run in a straight Line parallel to the *Mile Water River*, and at a Distance of not more than One hundred and Thirty Feet from the Top of the Embankment along such River; and it shall be lawful for the Company to carry the said Railway as herein-before mentioned, any thing in the secondly-recited Act contained to the contrary notwithstanding.

Railway to be in a straight Line through Mrs. May's Property.

XXXI. And be it enacted, That previous to the Commencement of any Works for carrying any Turnpike Road adjoining the Land of *Elizabeth May* over the said Railway, or the Construction of any other Works which may be injurious to her Lands or the Lands of *John Octavius Glover* Esquire, the Company shall cause to be ascertained the Amount of Damage which may arise to such Lands by reason of the Construction of such respective Works; and in case of Dispute as to the Amount thereof between the said *Elizabeth May* and *John Octavius Glover*, or either of them, or their respective Tenants and the Company, the same shall be ascertained in the Manner provided by the recited Acts and this Act with reference to the Damage to Lands, and the Amount thereof so ascertained shall be paid to the Parties respectively entitled to such Compensation.

Compensation for Damage to be sustained by Mrs. May.

XXXII. And be it enacted, That if the Works herein-before directed to be made for the Protection and Use of *Elizabeth May* shall not be completed within the Period of Three Years from the passing of this Act, it shall not be lawful for the Company to work the said Railway after the Expiration of such Three Years without the Consent of the said *Elizabeth May*, or her Heirs or Assigns, first had and obtained.

If Works on behalf of Mrs. May not completed, Railway not to be worked without her Consent.

XXXIII. And for the Protection of the Interests of *Robert Thomson* Esquire as Lessee for Lives renewable for ever, and Occupier of certain Lands upon the Line and in the Neighbourhood of the said Railway, be it enacted, That the Company shall convey to the said *Robert Thomson*, or other the Person or Persons entitled to such last-mentioned Lands, all the Estate and Interest of the Company as Lessees for Lives renewable for ever in the Plot of Ground lying between the Railway and the said *Mile Water River*, upon the North Side of the Road leading from *Belfast* to the *Copeland Water*, and adjoining and comprising that Part or Portion of the old *Carrickfergus* Road which is herein-before authorized to be stopped up, except such Portions of such Land and Road as is herein-after required to be applied for the Purpose of forming an Entrance to the Residence and Lands called *Mount Collyer*, belonging or claimed to belong to *John Octavius Glover* Esquire, and now in the Occupation of *Andrew Mulholland* Esquire as Tenant thereof, and which Portion shall not exceed the Dimensions herein-after contained.

For Protection of the Interests of Robert Thomson, Esquire.

XXXIV. And

Company to make certain Occupation Roads for the Owners and Lessees of Lands.

XXXIV. And be it enacted, That the Company shall, on or before the First Day of *November* One thousand eight hundred and forty-four, make and complete in the Manner herein-after mentioned, and to the Satisfaction of *William Stevenson* Esquire, the Engineer, a Road from the upper *Antrim* Road to the *Carrickfergus* Road, to run parallel with the said Railway, and on the South-west Side thereof; and also a Road from the upper *Antrim* Road to the old *Crumlin* Road in the Townland of *Ballyhagaghan*, also to run parallel with the said Railway, and on the East Side thereof; and the said parallel Road from the upper *Antrim* Road to the old *Carrickfergus* Road shall be so formed that in no Part thereof shall the Ascent exceed One Foot vertical in Twenty-five Feet horizontal, and shall be for the exclusive Use of the said *Robert Thomson* and *John Octavius Glover* respectively, or other the Person or Persons for the Time being entitled to the Lands now belonging to them, and through which the said Road will pass, or to which it will lead; and the said parallel Road from the upper *Antrim* Road to the old *Crumlin* Road in *Ballyhagaghan* shall be for the exclusive Use, for Domestic and Farming Purposes only, of the said *Robert Thomson* and *John Octavius Glover*, or other the Person or Persons for the Time being entitled to the Lands through which such Road will pass, and also for the exclusive Use, for Domestic and Farming Purposes only, of the Owner or Lessee of the Townland of *Ballyhagaghan*; and such respective Owners shall keep the said Road in repair upon the Terms and Conditions which have been or may hereafter be agreed upon between them.

Walls to be made between parallel Roads and Railway.

XXXV. And be it enacted, That a good and sufficient Wall between the said parallel Roads and the Railway shall be built, and shall be kept in repair by the Company, and the Height thereof shall be at least Four Feet above the Level of the said parallel Roads.

Company to erect a certain Bridge for Robert Thomson.

XXXVI. And be it enacted, That the Company shall, at the Request of the said *Robert Thomson*, erect a Bridge of the Width of Twenty-one Feet over the said *Mile Water River* below the present Bridge, over the same River near to the Entrance Lodge, leading to the said Residence belonging to the said *John Octavius Glover*, in the Occupation of the said *Andrew Mulholland*, at such reasonable Place below the said present Bridge as the said *Robert Thomson* may point out.

No further Land to be taken from Robert Thomson.

XXXVII. And be it enacted, That no Land shall be taken from the said *Robert Thomson* other than the Land at the Time of the passing of this Act purchased or agreed to be purchased by the said Company or on their Behalf, without the Consent of the said *Robert Thomson*, or other Person entitled to such Lands, first had and obtained, nor shall any thing in this Act contained be construed to abrogate or annul or in any Manner to affect or prejudice any Agreement entered into between the said *Robert Thomson* and the said Company or on their Behalf, nor to prejudice or affect the Title of the said *Robert Thomson* to any Lands taken by the said Company

under the said recited Acts or either of them, and which have been repossessed by the said *Robert Thomson*, and are now in the Possession of him or his Assigns, except as herein specially provided for.

Gates, &c. to be made to Robert Thomson's Lands.

XXXVIII. And be it enacted, That good and sufficient Gates and Entrances shall be made to all the Fields belonging to the said *Robert Thomson* through which the said Railway passes; and the Ditches thereof shall be quickset, and made of sufficient Size; and all deep Cuttings and Embankments shall be protected by a Wall at the Base of the Embankments, and on the Tops of the Cuttings, of not less than Four Feet high.

No Sewer under or across the Railway at a certain Part.

XXXIX. And be it enacted, That no Sewer or Drain shall be made under or across the said Railway where it adjoins the *Belfast* and *Copeland Water* Turnpike Road, but instead thereof a Sewer or Drain shall there be made parallel with the said Railway.

Robert Thomson and others may throw Arches over the Railway.

XL. And be it enacted, That the said *Robert Thomson* and *John Octavius Glover*, and all other Owners, Lessees, and Occupiers of Lands intersected by the said Railway and Road, shall be at liberty at any Time or Times hereafter, at their own Expence, to throw One or more Arches over the said Railway and parallel Road, doing thereby no Injury to the said Railway or Road, nor impeding the Traffic thereof, and reserving at the least the same Height and Space for the said Railway as the Tunnels crossing the High Roads will have; and the said *Robert Thomson* may, if he think proper, build Walls along the Line of the said Railway, but so as not to encroach nearer than Twelve Feet measured from the Centre of the said Railway.

Certain Lands to be set out for an Entrance to Colonel Glover's Residence.

XLI. And be it enacted, That the said Company shall convey or cause to be conveyed to the said *John Octavius Glover*, or other Person for the Time being entitled to the Lands now in his Possession, at the Expence of the Company, the Interest which they may now have as Lessees for Lives renewable for ever, or which they may acquire in so much of the Land belonging to them as hereinafter mentioned; (that is to say,) a Piece of Ground on the North-east Side of the Railway, and belonging thereto, and abutting on the South-east Side thereof on the Turnpike Road from *Belfast* to the *Copeland Water*, and measuring One hundred Feet along the said Turnpike Road, and bounded on the North or North-east Side thereof by a Wall to be erected as herein-after mentioned, running from the said Road in a straight Line towards that Corner which is nearest the Gate of the Porter's Lodge at the present Entrance to the said Residence of the said *John Octavius Glover*, in the Occupation of the said *Andrew Mulholland*, until the same Wall reaches the Centre of the said old *Carrickfergus* Road, and thence running to the Point where the Lands of the said *John Octavius Glover* and *Robert Thomson* adjoin.

A private Road to Colonel Glover's to be made.

XLII. And be it enacted, That a private Road shall be made by the Company over the said Piece of Ground and Portion of old *Carrickfergus*

Carrickfergus Road herein-before authorized to be stopped up, commencing from the said Turnpike Road from *Belfast* to the *Copeland Water*, and terminating at the said Porter's Lodge; and such Road shall be for the exclusive Use of the Owners and Occupiers of *Mount Collyer* aforesaid; and such private Road shall be made of One uniform Slope throughout, and shall be of the Width of Sixteen Feet, and shall be completed with Three Tons of Stone, broken so as to pass through a Ring of Two and a Half Inches, and Two Tons of Gravel shall be laid on each Perch of Road; and the Embankment upon which such Road shall be made shall be of the Width of Fifty Feet on the Surface where the Space will admit thereof, with flat Slopes on each Side where the Space will admit thereof; and the present Highway from the said Turnpike Road to the said Porter's Lodge shall not be stopped up or diverted until the private Road herein-before directed shall be made and completed.

Certain Walls to be erected by the Company.

XLIII. And be it enacted, That the Wall which shall be erected by the Company on the North-east Side of the above-mentioned Piece of Ground shall be Six Feet in Height, and shall be joint Party Walls belonging to the Owners of the Lands on both Sides thereof; and a Wall shall also be erected by the Company between the Railway and the above-mentioned Piece of Ground, and such Wall shall not be less than Five Feet or more than Six Feet high, and shall from Time to Time for ever hereafter be amended and repaired by the said Company.

Wall by Turnpike Road to be carried in a curved Line.

XLIV. And be it enacted, That the Wall to be erected along the Turnpike Road from *Belfast* to the *Copeland Water* adjoining the Piece of Ground herein-before directed to be used for the new Approach to the said Residence of the said *John Octavius Glover*, called *Mount Collyer*, shall be carried in a curved Line along each Side of the said new Approach for any Distance required by the said *John Octavius Glover* not exceeding Twenty Feet on each Side thereof.

Certain Walls to be completed within Eighteen Months.

XLV. And be it enacted, That the Walls to be erected as required by the secondly-recited Act between the Railway and the Land and Property of the said *John Octavius Glover*, in the respective Occupations of the said *Andrew Mulholland* and *Alexander Mackay* Esquire, shall be completed within Eighteen Months from the passing of this Act to the Satisfaction of the Surveyor of the County of *Antrim*.

Certain Land to revert to Colonel Glover.

XLVI. And be it enacted, That all Land taken from the said *John Octavius Glover*, or other Person entitled to such Land, under and by virtue of the said recited Acts, and not required by the Company, shall revert to the said *John Octavius Glover* on Repayment of the Sum paid by the Company for such Land, or so much of such Sum as shall be agreed upon, or as may be determined by Arbitration or the Verdict of a Jury.

No Soil to be taken from Col. Glover's

XLVII. And be it enacted, That the Company shall not take any Soil or Earth from any Part of the Lands of the said *John Octavius*

Octavius Glover, nor make any Depôt on the said Lands, without his Consent. Lands without his Consent.

XLVIII. And be it enacted, That the said Company shall construct proper Drains contiguous to or through the said Railway to relieve the Lands of or belonging to *Mount Collyer*, including the said intended new Approach to *Mount Collyer*, from the Flood Waters driven back into such Fields by the Embankment of the said Railway. Drains to be made for carrying off Flood Waters.

XLIX. And be it enacted, That if the Works herein-before required for the Protection of the said *John Octavius Glover* shall not be made within Eighteen Months from the passing of this Act, it shall not be lawful for the Company to work that Part of the Railway which passes through the Property of the said *John Octavius Glover* after the Expiration of the said Period of Eighteen Months without the Consent of the said *John Octavius Glover* first had and obtained. Works for Protection of Colonel Glover to be completed within Eighteen Months.

L. And whereas an Act was passed in the Third Year of the Reign of Her present Majesty, intituled *An Act for better supplying with Water the Town and Borough of* Belfast; and the *Belfast* Water Commissioners, under the Provisions of the said Act, have constructed a Reservoir and Clear-water Basin, and also a Bye-wash Watercourse and other Works, for the Purposes provided by the said Act; and the said Bye-wash Watercourse is near to, and for a considerable Distance is parallel with, the Line of Railway made or to be made under the Provisions of the said first and secondly recited Acts or of this Act; and it is expedient that ample Protection should be afforded to the Works and Property of the said Commissioners; be it therefore enacted, That the said Company shall not make or form, work or use, any Portion of the said Railway, nearer than the same now is to the said Bye-wash Watercourse or other Works, or any Part thereof, constructed or now in the course of being constructed by the said Commissioners; and that the said Company shall from Time to Time for ever hereafter repair and make good all Damage and Injury which may be occasioned by the said Railway to the said Reservoir, Clear-water Basin, Bye-wash Watercourse, and other Works so constructed or in course of being constructed as aforesaid, or any Part thereof, the Amount thereof to be from Time to Time ascertained and determined, in case the Parties shall differ, by the Surveyor of the County of *Antrim* or the Surveyor of the County of *Down*, at the Option of the said Commissioners. For Protection of Belfast Water Commissioners.

LI. And be it enacted, That it shall be lawful for the said *Belfast* Water Commissioners, by themselves, or by their Engineer, Officers, Workmen, and Servants, to construct or cause to be constructed, and lay or cause to be laid, under or along any Part of the said Railway, such Mains, Pipes, and other Works as the said Commissioners shall think requisite for the Purpose of conveying Water to or from the Works of the said Commissioners, or for any other Purpose, authorized by the Act for better supplying with Water the Town and Borough of *Belfast*; provided always, that the said Commissioners Water Commissioners may lay Pipes, &c. under or along the Railway.

missioners shall have previously given Six clear Days Notice to the said Railway Company of their Intention to construct and lay such Mains, Pipes, or other Works, in which Notice the Place where the said Mains, Pipes, or other Works are intended to be constructed or laid shall be specified; and provided also, that the said Commissioners shall cause such Works to be executed with all convenient Expedition, and shall do as little Damage as may be in the Exercise of the Powers hereby granted, and shall make Compensation to the said Railway Company for any Damage that may be done in the Exercise of such Powers, the Amount of such Damage to be from Time to Time ascertained and determined, in case the Parties shall differ, by the Surveyor of the County of *Antrim* or the Surveyor of the County of *Down*, at the Option of the said Commissioners.

Company not to construct any Buildings, &c. within certain Distances of Works of the Commissioners.

LII. And be it enacted, That it shall not be lawful for the said Company to construct or use any Stable, Workshop, or other Building which may produce any Nuisance within the Distance of Twenty Feet of the Lands, Waters, or Works of the said Commissioners, or to construct, maintain, or use, or cause to be constructed, maintained, or used, any Kiln for burning Lime, Bricks, or Tiles within the Distance of One hundred Yards of the said Lands, Waters, or Works of the said Commissioners.

No deleterious Liquid to flow into the Waters of the Commissioners.

LIII. And be it enacted, That it shall not be lawful for the said Company to cause or permit any deleterious Liquid, or any Materials whatsoever of a deleterious or offensive Nature, or any Sewer or Drain proceeding from any Building or Works of the said Company, to flow into the Waters or upon the Lands of the said Commissioners.

Company not to enter on any Lands of the Commissioners.

LIV. And be it enacted, That it shall not be lawful for the said Company, by themselves, their Agents, Workmen, or Servants, to enter upon any Lands or Grounds of or belonging to the *Belfast* Water Commissioners, or to set out or appropriate any Part thereof for the Purposes of the said Railway, Roads, or Works connected therewith, or for the Purpose of boring, digging, quarrying, raising, or removing any Earth, Clay, Stones, Soil, Gravel, or any other Material or Thing which may be required for the Purposes of the said Railway, Roads, or other Works, or to place, lay, work, or manufacture any Materials necessary for making or maintaining the said Railway, Roads, or other Works on any Lands or Grounds of or belonging to the said Commissioners.

Extending Powers of Commissioners under recited Acts to this Act.

LV. And be it enacted, That the Powers possessed by the *Belfast* Water Commissioners in respect of the *Belfast* and *Cavehill* Railway, as the same is authorized to be constructed under the Provisions of the said first and secondly recited Acts, shall extend to the said Railway as the same is authorized to be constructed under this Act.

Certain Works at the new Cut to be con-

LVI. And be it enacted, That in case the said Company mean to construct and make the Passage or Entrance prescribed by the said second-recited Act of the said Company from the new Cut or Channel

Channel made by the Corporation for preserving and improving the Port and Harbour of *Belfast*, through and over the Ground taken by the said Corporation for Roads, Quays, and Wharfs to the intended Shipping Place of the said Company, that such Passage or Entrance shall be formed, constructed, and completed in manner prescribed by the said Act, within the Period of Eighteen Months from the passing of this Act, and that the Sum necessary for such Purpose shall be estimated by the Engineer of the said Corporation and of the said Company; and such estimated Amount, before proceeding in the Execution of the said Work, shall be deposited in the *Belfast* Bank by the said Company in the Names of Two Trustees, Members of the said Corporation, to be named by the said Corporation and the said Company respectively, such Sum to be expended by the Engineer of the said Corporation at the Expence of the said Company in the Execution of the said Work; and the Balance thereof (if any), after executing the said Works, and defraying all the Expences incident thereto, shall be retained by the said Company; and that in case the said estimated Sum shall not be so deposited, and the said Work executed, within the said Period of Eighteen Months, all the Powers, Provisoes, and Authorities in the said Act contained for making the said Passage or Entrance shall cease and become utterly and absolutely null and void.

structed within Eighteen Months.

LVII. And be it enacted, That in case the said Company shall deepen the *Mile Water River* as authorized by the said recited Acts, or one of them, such deepening shall be made within the Period of Eighteen Months from the passing of this Act, and that in default thereof all the Powers given to the said Company for such Purpose shall wholly cease and determine; and that if by reason of any such deepening, or in executing any of the Works connected therewith, the Bridge which crosses the said River on the *Belfast* and *Carrickfergus* Turnpike Road shall sustain any Injury, the said Company shall and they are hereby required, on Demand thereof made by the Engineer of the Trustees of the said Road, to pay the Sum estimated by such Engineer for the necessary Repairs or rebuilding of such Bridge into the Hands of the Trustees of the said Road, to be by them expended in the rebuilding or Repairs of the same.

A certain deepening of the Mile Water to be completed in Eighteen Months.

LVIII. And whereas it was by the said first-recited Act enacted, that in every Case where the Verdict of a Jury should be given for the same or a greater Sum than should have been previously offered by the said Company for the Purchase of any Lands, Tenements, and Hereditaments, to be used or taken by them for the Purposes of that Act, or as Compensation for any Damage or Loss which might happen or arise in the Execution of any of the Powers thereby granted, all the Costs of summoning such Jury and the Expences of Witnesses should be defrayed by the said Company, and such Costs and Expences should be settled and determined by the Sheriff or Under Sheriff; and in case such Costs and Expences should not be paid to the Party entitled to receive the same within Ten Days after the same should have been demanded, then the same should and might be levied and recovered by Distress and

Repealing Clause as to Expences of Jury.

Sale of any Goods and Chattels of the said Company, under a Warrant issued for that Purpose by any Justice of the Peace for the said County of *Antrim* not interested in the Matter in question, which Warrant such Justice was thereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Costs and Expences; but if the Verdict of the Jury should be given for a less Sum than should have been previously offered by the said Company, One Moiety of the Costs and Expences should be defrayed by the Party with whom the said Company should have such Controversy or Dispute, and the Remainder should be defrayed by the said Company, and the former Moiety of such Costs and Expences, having been ascertained and settled in manner therein-before mentioned, should and might be deducted out of the Money adjudged to be paid to such Party as aforesaid as so much Money advanced to and for his or her Use, and the Payment or Tender of the Remainder of the Money so adjudged should be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the whole thereof; and it was provided, that in Cases where by reason of Absence in Foreign Parts, or from any other Cause or Disability not therein-before provided for, any Person should have been prevented from treating and agreeing as aforesaid, the whole of such Charges and Expences should be borne and paid by the said Company: And whereas it is expedient that the said Enactment should be repealed, and other Provision be made in lieu thereof; be it therefore enacted, That the same shall be and is hereby repealed.

Costs of Inquiries before Juries.

LIX. And be it enacted, That in every Inquiry before a Jury under the Provisions contained in this or the recited Acts, any or either of them, where the Verdict of the Jury shall be given for the same or a greater Sum than the Sum previously offered by the Company, all the Costs of such Inquiry shall be borne by the Company, but if the Verdict of the Jury be given for a less Sum than the Sum previously offered by the Company, one Half of the Costs shall be defrayed by the Owner of the Lands, and the other Half by the Company: Provided always, that in every Case where by reason of Absence in Foreign Parts or of any Disability the Owner of the Land shall have been prevented from treating with the Company, all the Costs shall be borne by the Company.

Particulars of the Costs.

LX. And be it enacted, That such Costs shall be settled by a Master in the High Court of Chancery, and such Costs shall include all reasonable Costs, Charges, and Expences incurred in summoning, impannelling, and returning the Jury, taking the Inquiry, the Attendance of Witnesses, the Employment of Counsel, recording the Verdict and Judgment thereon, and otherwise incident to such Inquiry, and also the Expences of the Bond (if any given) by the Party at whose Instance the Inquiry shall have been taken for prosecuting his Claim, and securing the Costs of such Inquiry; and with respect to any such Costs payable by the Company, if within Seven Days after Demand such Costs be not paid to the Party entitled to receive the same, the same shall be recoverable by Distress, and on Application to any Justice he shall give his Warrant accordingly; and with

respect to any such Costs payable by the Owners of the Lands, or of any Interest therein, the same may be deducted out of any Money awarded by the Jury to be paid to such Owner as so much Money advanced for his Use, and the Payment of the Remainder of such Money shall be a good Payment and Satisfaction of the whole thereof.

As to Settlement of Disputes by Arbitration.

LXI. And for the Purpose of providing as to the Determination of any Dispute between the said Company and any Owner, Lessee, or Occupier of Property on the Line of Railway with reference to any thing herein contained, and which shall have been or shall be agreed to be settled by Arbitration, be it enacted, That in all Cases in which any such Matter of Dispute shall have been agreed to be settled by Arbitration each Party shall, within Fourteen Days after Demand made by either of them in Writing, nominate and appoint an Arbitrator to whom such Dispute shall be referred, and after such Appointment shall have been made neither Party shall have Power to revoke any such Appointment without the Consent of the other; and if for the Space of Fourteen Days after any such Dispute shall have arisen, and after a Request in Writing shall have been made from the other Party to appoint an Arbitrator, either Party fail to appoint such Arbitrator. then upon such Failure the Party making the Request, and having himself appointed an Arbitrator, may appoint such Arbitrator to act on behalf of both Parties, and such Arbitrator may proceed to hear and determine the Matters which shall be in dispute, and in such Case the Award or Determination of such single Arbitrator shall be final.

Vacancy of Arbitrator to be supplied.

LXII. And be it enacted, That if before the Matter so referred shall be determined any Arbitrator appointed by either Party die, or become incapable or refuse or neglect to act as Arbitrator, the Party by whom such Arbitrator was appointed may nominate and appoint in Writing some other Arbitrator to act in his Place; and if for the Space of Seven Days after Notice in Writing from the other Party for that Purpose he fail to do so, the remaining or other Arbitrator may proceed *ex parte*, and every Arbitrator so to be substituted as aforesaid shall have the same Powers and Authorities as were vested in the former Arbitrator at the Time of such his Death, Refusal, or Disability as aforesaid.

Appointment of Umpire.

LXIII. And be it enacted, That if within Fourteen Days after their Appointment such Two Arbitrators cannot determine the Matters referred to them, they shall nominate and appoint an Umpire, and the Decision of such Umpire on the Matters so referred shall be final.

Power of Arbitrators to call for Books, &c.

LXIV. And be it enacted, That such Arbitrators or their Umpire may call for the Production of any Documents in the Possession or Power of either Party which he or they may think necessary for determining the Question in dispute, and may examine the Parties or their Witnesses on Oath, and administer the Oaths necessary for that Purpose.

LXV. And

Repeal of Clause as to Limitation of Actions.

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

Limitation of Time for Completion of Works.

LXVI. And be it enacted, That it shall be lawful for the Company to make and complete the Works by the said recited Acts authorized to be made within the Term of Three Years from the passing of this Act, and the Powers of the recited Acts with reference to the Completion, except as in this Act otherwise provided, shall be revived and continued; and after the Expiration of the said further Term of Three Years from the passing of this Act all the Powers hereby or by the recited Acts granted to the Company for executing the Railway and other Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway and Works as shall then be completed, and except such Powers as shall hereby be declared to be continued for a longer Period,

Lands not wanted to be sold.

LXVII. And for the Purpose of making Provision respecting the Sale of Lands acquired by the Company under the Provisions of the said recited Acts, but which shall not be required for the Purposes of the said Acts or of this Act, and shall not by this Act be directed

directed to be otherwise used, be it enacted, That, except in the Cases herein-before specifically provided for, the Company shall sell all such superfluous Lands in such Manner as they shall deem most advantageous, and convey the same to the Purchaser thereof by Deed under the Common Seal of the Company; and a Receipt under such Common Seal shall be a sufficient Discharge to the Purchaser of any such Lands for the Purchase Money in such Receipt expressed to be received; and such Sales and Conveyances shall take place within Seven Years after the passing of this Act.

Lands not so sold to vest in Owners of adjoining Lands.

LXVIII. And be it enacted, That if the Company do not sell such superfluous Lands within the Period aforesaid, then such Lands remaining unsold at the Expiration of such Period shall thereupon vest in and become the Property of the Owners of the Lands adjoining thereto, in proportion to the Extent of their Lands respectively adjoining the same.

Lands to be offered to original or adjoining Owners.

LXIX. Provided always, and be it enacted, That before the Company dispose of any such superfluous Lands they shall first offer to sell the same to the Person then entitled to the Lands (if any) from which the same were originally severed, or to the Persons whose Lands immediately adjoin the same, in such Manner and Order as are provided by the said firstly-recited Act.

Expences incurred by County Surveyors to be paid by Company.

LXX. Provided always, and be it enacted, That all the Costs and Charges of the County Surveyors, and Surveyor to the Trustees of the said Turnpike Roads, in relation to the Matters and Things to be done by them respectively in pursuance of this Act, shall be paid and borne by the said Company.

Saving Rights of certain Creditors.

LXXI. Provided always, and be it enacted, That nothing in this Act contained shall in any way postpone, prejudice, or affect the Claims and Demands of Messieurs *Coates* and *Young*, or of Sir *John Guest* Baronet, and *William Price Lewis*, in respect of the Sums owing to them respectively by the said Company, and now secured by Judgments entered up of Record against the said Company.

Interpretation of Act.

LXXII. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number:

Words importing the Masculine Gender shall include Females:

The Word "Month" shall mean Calendar Month:

The Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure:

The Expression "the Railway" shall mean the Railway and Works connected therewith by this Act authorized to be maintained.

 LXXIII. And

Expences of of Act

LXXIII. And be it enacted, That the Costs, Charges, and Expences of applying for, obtaining, and passing this Act, or preparatory or relating thereto, shall be defrayed out of the Funds of the Company in preference to all other Payments whatsoever.

Public Act.

LXXIV. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1843.