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Longridge Railway or any Part thereof, and those Two Companies were authorized to make Agreements with respect to the *Preston and Longridge* Railway: And whereas the Company have issued Shares to the Amount of Two hundred and sixty-six thousand seven hundred and thirty-six Pounds, being nearly the Amount of their Capital of Two hundred and seventy thousand Pounds, and more than One Half of such Capital of Two hundred and seventy thousand Pounds is paid up, but they have not borrowed any Money on Mortgage or Bond: And whereas a Portion of the Railway within the Town of *Preston*, and forming a Communication between the *Preston and Wyre* and *Preston and Longridge* Railways, is completed and opened for public Traffic: And whereas, from the Situation of such Portion of the Railway, the Construction thereof has been attended with great Expense and Difficulty, and the Tolls originally granted by the recited Act on the Railway as intended to be constructed under such Act do not provide any adequate Remuneration for the Outlay incurred in the Construction of such Portion of the Line as aforesaid: And whereas an Agreement, of which a Copy is given in the Schedule to this Act annexed, has been made between the *Longridge* Company and the Company for the Sale to the Company of the *Preston and Longridge* Railway and the Works and Conveniences thereof, and other the Property of the *Longridge* Company, for a gross Sum, to be paid by the Company to the *Longridge* Company by Instalments: And whereas it is expedient that further Provision be made with respect to the Tolls, Rates, and Charges to be demanded and taken by the Company: And whereas, in order to avoid Inconveniences resulting from several Local Acts relating to the same Undertaking being in force at the same Time, it is expedient that the recited Act be repealed, and that some of the Provisions thereof be re-enacted: And whereas it is expedient that further Powers be conferred on the Company: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

I. This Act may be cited for all Purposes as "*Fleetwood, Preston, and West Riding Junction* Railway Act, 1856."

8 & 9 Vict. cc. 16. 18. & 20. incorporated.

II. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," save so far as any of the Clauses and Provisions of those Acts respectively are expressly excepted or varied by this Act, are incorporated with this Act: Provided always, that this

Act

Act shall not authorize the purchasing of any Lands otherwise than by Agreement.

Act not to give Powers to construct Railway.

III. Nothing in this Act shall be construed to confer any Powers of making a Railway or any Portion of a Railway, or to revive any such Powers which had expired before the passing of this Act.

Same Meanings to Words in incorporated Acts and this Act.

IV. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Recited Act repealed.

V. From and after the passing of this Act, but subject to the Provisions of this Act, the recited Act shall be and is by this Act repealed.

Company to remain incorporated.

VI. Notwithstanding the Repeal of the recited Act, the Company shall continue as from the passing of the recited Act incorporated by the Name of "The *Fleetwood, Preston, and West Riding Junction* Railway Company," and by that Name shall be One 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 the Undertaking, but subject to the Restrictions of this Act, and with Power to maintain, work, regulate, and manage their Railway, and to put this Act in all respects into execution.

Company to remain entitled to their Property.

VII. Notwithstanding such Repeal, the Company shall be and continue seised and possessed of and entitled to the Railway and Works, and all Lands, Buildings, and Property, Effects, Choses in Action, Claims, and Demands whatsoever of or to which the Company immediately before the passing of this Act were, by virtue of the recited Act or otherwise howsoever, seised or possessed of or entitled to, and that as fully and effectually to all Intents and Purposes whatsoever as if this Act were not passed.

General Saving of Rights under recited Act.

VIII. Notwithstanding such Repeal, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed respectively under or by the recited Act shall be as valid as if this Act were not passed, and such Repeal and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if such Repeal had not happened and this Act were not passed would be incident to and consequent on any and every thing so done, suffered, and confirmed respectively, and all such

Rights,

Rights, Liabilities, Claims, and Demands: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

Provisions of other Acts continued.

IX. Notwithstanding such Repeal, all the Provisions of any and every Act of Parliament (other than the recited Act) relating to the Company and their Officers and Servants respectively, and on the passing of this Act in force, shall be of the like Force as if such Repeal had not happened, and may be exercised, enforced, and enjoyed by and against the Company and their Officers and Servants respectively in as full and beneficial a Manner to all Intents as the same respectively might be exercised, enforced, and enjoyed by and against the Company and their Officers and Servants respectively if this Act were not passed; and the Company shall represent for all Purposes the Company incorporated by the said recited Act.

Contracts, &c. preserved.

X. Notwithstanding such Repeal, all Purchases, Sales, Leases, Securities, and Contracts before the passing of this Act made under the Authority of the recited Act, or with respect to the Purposes thereof, shall be as effectual to all Intents for, against, and with respect to the Company as if such Repeal had not happened and this Act were not passed, and may be proceeded on and enforced accordingly.

Deposited Plans, &c. to remain with Clerks of Peace.

XI. Notwithstanding such Repeal, all Plans and Books of Reference, and all Corrections and Certificates of Corrections thereof respectively, deposited for the Purposes of the recited Act with any Clerk of the Peace shall remain in his Custody as if they were deposited for the Purposes of this Act and according to the Provisions of the Act of the Session of the Seventh Year of *William* the Fourth and the First Year of Her present Majesty, Chapter Eighty-three; and every such Clerk of the Peace shall permit the same to be inspected, and Copies thereof and Extracts therefrom to be taken accordingly.

Money paid into Bank, &c. to be applied under recited Act.

XII. Notwithstanding such Repeal, in every Case in which under the recited Act any Money was before the passing of this Act paid into the Bank of *England*, or to any Trustee or Trustees, as Purchase or Compensation Money, or on any Account, such Money, or the Stocks, Funds, or Securities in or upon which the same is from Time to Time by the Order of the Court of Chancery or otherwise invested, and the Interest, Dividends, and annual Produce thereof, shall be applied and disposed of pursuant to the recited Act.

Actions not to abate, &c.

XIII. Notwithstanding such Repeal, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Company before the passing of this Act shall not abate or be discontinued or be

be prejudicially affected by this Act, but on the contrary shall continue and take effect, both in favour of and against the Company, in the same Manner to all Intents as if this Act were not passed.

Tolls, &c. to be paid to Company.

XIV. Notwithstanding such Repeal, all Tolls, Rates, Dues, or Duties immediately before the passing of this Act due and payable or accruing to the Company shall be payable to and may be collected and recovered by them in like Manner as any Tolls, Rates, Dues, or Duties under this Act.

Debts to be paid to and by Company.

XV. Notwithstanding such Repeal, all Persons who immediately before the passing of this Act owed any Money to the Company, or to any Person on their Behalf, shall pay the same, with all the Interest (if any) due and payable or accruing for the same, to the Company; and all Monies which immediately before the passing of this Act were owing by or recoverable from the Company, or for the Payment of which they were or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

Subscriptions for Shares to be paid.

XVI. Notwithstanding such Repeal, the several Persons who immediately before the passing of this Act were Shareholders of the Company, their Heirs, Executors, Administrators, Successors, and Assigns respectively, shall pay the Amount subscribed by them respectively, or so much thereof as at the passing of this Act was not paid, with all Interest due or to accrue due thereon, to the Company when and as the same shall be called up or otherwise demanded by the Company.

Certificates, &c. of Shares to remain.

XVII. Notwithstanding such Repeal, all Certificates, Sales, Transfers, and Dispositions before the passing of this Act made or executed under the recited Act of or with respect to any Share in the Capital of the Company shall, for the Purposes of this Act, remain in full Force, and continue and be available in all respects.

Byelaws to remain for Six Months.

XVIII. Notwithstanding such Repeal, all Byelaws of the Company made before the passing of this Act shall, for the Purposes of this Act, but not longer than Six Months after the passing of this Act, continue of full Force as if this Act were not passed; and such Byelaws may be enforced, and all Proceedings thereon may be continued or taken, and all Penalties thereunder may be recovered accordingly.

Resolutions of General Meetings, &c. continued in force.

XIX. Notwithstanding such Repeal, all Resolutions, Orders, and Proceedings of General Meetings and Boards of Directors which immediately before the passing of this Act were binding on the Company,

Company, or their Directors, Officers, or Servants, or any of them, shall continue of full Force, and be in like Manner binding on the Company and their Directors, Officers, and Servants accordingly.

Books to be Evidence.

XX. Notwithstanding such Repeal, all Books, Writings, and Documents by the recited Act directed or authorized to be kept or made, and which if this Act were not passed would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

Officers continued.

XXI. Notwithstanding such Repeal, every Officer and Servant appointed by virtue of or acting under the recited Act shall hold and enjoy his Office and Employment, and the Salary or Emoluments thereunto annexed, and be deemed an Officer or Servant of the Company until he be removed from such Office or Employment; and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Rules, Regulations, Pains, and Penalties in all respects whatsoever as if he were appointed under this Act.

Ordinary Meeting.

XXII. The next Ordinary Meeting of the Company shall be held within Nine Months after the passing of this Act.

Extraordinary Meetings.

XXIII. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be called shall be Twenty Shareholders at least, holding Shares to an aggregate Amount not less than Twelve thousand Pounds.

Quorum for General Meeting.

XXIV. The Quorum for a General Meeting shall be Twelve or more Shareholders, holding Shares to an aggregate Amount not less than Twelve thousand Pounds.

Number of Directors.

XXV. The Number of the Directors shall be Nine: Provided always, that the Company from Time to Time may reduce the Number of Directors to not less than Six.

Qualification of Director.

XXVI. The Qualification of a Director shall be his being possessed in his own Right of Shares to an aggregate Amount not less than One thousand two hundred Pounds.

Present Directors to remain in Office.

XXVII. The several Persons who immediately before the passing of this Act were the Directors of the Company shall remain in Office until they respectively cease, according to the Provisions of this Act, to be Directors; and they respectively shall retire from Office in the same Rotation as the Rotation in which they would retire if this Act were not passed.

XXVIII. The

Quorum of Directors.

XXVIII. The Quorum of a Meeting of the Directors shall be Three.

Committees of Directors.

XXIX. The Quorum of every Committee of Directors shall be Three.

Qualification of Auditors.

XXX. The Qualification of an Auditor shall be his having in his own Right Shares of an aggregate Amount not less than Three hundred and sixty Pounds.

Period for Balance of Books.

XXXI. The Books of the Company shall be balanced on the Thirtieth Day of *June* and on the Thirty-first Day of *December* in every Year.

Newspapers for Advertisements.

XXXII. The Newspapers for Advertisements shall be a Newspaper published in *Preston* and a Newspaper published in *Manchester*.

Proof of Debt in some Cases of Insolvency.

XXXIII. If any Person against whom the Company have any Claim or Demand become subject, either voluntarily or involuntarily, to the Operation of any Act relating to Insolvent Debtors, the Secretary or the Treasurer, in all Proceedings against the Estate of such Person, may represent the Company, and act in their Behalf in all respects as if such Claim or Demand were the Claim or Demand of the Secretary or the Treasurer and not of the Company.

Capital.

XXXIV. The Capital of the Company shall be their present Capital of Two hundred and seventy thousand Pounds by the recited Act authorized.

Certificates of Shares.

XXXV. The Certificates of the Shares in the Capital existing at the passing of this Act shall be the Certificates of the Shares in the Capital after the passing of this Act, and it shall not be obligatory on the Company to issue fresh Certificates except in Cases where Certificates are worn out or damaged or lost or destroyed.

Calls.

XXXVI. Except as is by this Act otherwise expressly provided, One Pound Ten Shillings a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls; and the aggregate Amount of all Calls in any One Year shall not exceed Three Fourths of the nominal Amount of a Share.

Interest not to be paid on Calls paid up.

XXXVII. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect

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 shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845."

Forfeited Shares which cannot be sold may be cancelled.

XXXVIII. Where any Share in the Company is declared forfeited, and such Forfeiture is confirmed by a General Meeting of the Company, in accordance with the Provisions of "The Companies Clauses Consolidation Act, 1845," and Notice of the Forfeiture is given by Advertisement in the *London Gazette* and in some *London* daily Morning Newspaper, and if the Company be unable to sell such Share for a Sum equal to the Arrear of Calls and Interest and Expenses due in respect thereof, then, at any General Meeting held after an Interval of at least Two Months after such Notice is given, (unless Payment of all Arrears of Calls and Interest and Expenses due thereon be made by the registered Owner before such Meeting,) the Company may resolve and direct that the Share, instead of being sold, shall be cancelled, and the Share shall thereupon be cancelled accordingly.

Reverter of Share on Payment of Arrears.

XXXIX. Provided always, That if Payment of all Arrears of Calls and Interest and Expenses be so made, the Share shall revert to such registered Owner, and shall be so re-entered upon the Register.

Evidence for cancelling.

XL. A Declaration in Writing made by some credible Person before any Justice, stating that a Sum of Money sufficient to pay the Arrears of Calls and Interest and Expenses in respect of the Share could not be obtained for the same upon the Stock Exchange of the City of *London* at the Time of such cancelling, shall be conclusive Evidence of the Fact therein stated.

Effect of cancelling Shares.

XLI. The Proprietor of such Share shall, from and after the passing of the Resolution for the cancelling thereof, be precluded from all Right and Interest therein: Provided always, that such cancelling shall not affect or alter the Liability of the last Holder of any such Share to pay to the Company the Arrear of Calls and Interest and Expenses due in respect of such Share at the Time of such cancelling, or the Powers of the Company to enforce Payment thereof by Action: Provided also, that the Value of the Share at the Time of the cancelling thereof shall be deducted from the Amount so due.

Forfeited Shares may be cancelled

XLII. Where any Share in the Capital of the Company is already or hereafter declared forfeited, the Company, on confirming such Forfeiture,

Forfeiture, and with the Consent in Writing of the Person who at the Time of such Declaration of Forfeiture was the registered Holder thereof, may resolve and direct that the forfeited Share, instead of being sold, be cancelled, and upon the passing of such Resolution the Share shall be cancelled, and all Liabilities and Rights upon or in respect of the Share shall thenceforth be absolutely extinguished.

with Consent of Proprietors.

XLIII. In lieu of the Shares in the Company from Time to Time cancelled under this Act, the Company from Time to Time may create and issue new Shares under this Act of an aggregate Amount not exceeding the aggregate Amount of the Shares so cancelled.

New Shares in lieu of cancelled forfeited Shares.

XLIV. If after having created any Class of new Shares the Company determine not to issue the whole of the Shares of that Class, they may cancel the unissued Shares, and may from Time to Time thereafter create and issue under this Act in lieu thereof other new Shares of an aggregate Amount not exceeding the aggregate Amount of the new Shares so cancelled.

Company may cancel unissued new Shares, and issue new Shares in lieu thereof.

XLV. The new Shares which the Company may create and issue under this Act may be issued by the Company, with the Sanction of at least Three Fifths of the Votes of the Shareholders present in Person or by Proxy at a General Meeting of the Company specially convened for the Purpose, as the Company from Time to Time think fit, either of One Class and with like Privileges, or of several Classes and with different Privileges, and of the same or different Amounts, and respectively with any fixed, fluctuating, contingent, guaranteed, preferential, perpetual, terminable, or other Dividend, and the Company may, as they from Time to Time think fit, fix the Amounts and Times of Payments of the Calls on such new Shares.

Company may create the new Shares of different Classes, &c.

XLVI. Provided always, That, except as is by this Act otherwise expressly provided, no new Share issued under this Act shall have any fixed and guaranteed or preferential Dividend beyond the yearly Rate of Five Pounds in the Hundred on the Amount from Time to Time actually paid thereon: Provided also, that all the Shares of the same Class shall be of the same Amount, and all the Shares of the same Class shall bear like Dividend and confer like Privileges.

Restrictions as to new Shares.

XLVII. Provided always, That any Preference or Priority in the Payment of Dividend which may be granted in respect of any new Shares in pursuance of this Act shall not prejudice or affect any Preference or Priority in the Payment of Dividend on any other Shares theretofore

Saving for existing Preference Shares.

theretofore granted by the Company, by or in pursuance of or confirmed by any Act of Parliament, or otherwise lawfully subsisting.

If ordinary Shares at a Premium, new Shares to be offered to existing Shareholders.

XLVIII. If at the Time of issuing any new Shares under this Act the then ordinary Shares of the Company be at a Premium, the new Shares to be then issued shall be of such Amount as will conveniently allow the same to be apportioned among the then Holders of the ordinary Shares in proportion to the ordinary Shares held by them respectively, and shall be offered to them at Par in such Proportion, and such Offer shall be made by Letter, under the Hand of the Secretary of the Company, given to every such Shareholder, or sent by Post addressed to him according to his Address in the Shareholders Address Book, or left for him at his usual or last known Place of Abode in *England*, and every such Offer made by Letter sent by Post shall be considered as made on the Day on which such Letter in due Course of Delivery ought to reach the Place to which it is addressed.

New Shares to vest in Persons accepting.

XLIX. The new Shares so offered shall vest in and belong to the Shareholders who accept them.

Directors may enlarge Time for accepting new Shares.

L. Provided always, That the Directors, if they think proper, but not otherwise, may permit any such Shareholder who, from Absence Abroad or other Cause satisfactory to the Directors, omits to signify, within the Time by this Act limited his Acceptance of the new Shares offered to him, to accept them notwithstanding such Time have elapsed.

Disposal of unaccepted new Shares to others.

LI. If any such Shareholder fail for One Month after such Offer of new Shares to accept them, the Company may dispose of such unaccepted new Shares to any other Persons.

General Disposal by Company of new Shares.

LII. Except as is by this Act provided with respect to offering new Shares to existing Holders of ordinary Shares, the Company from Time to Time may dispose of the new Shares to such Persons and on such Terms and Conditions as the Company think fit.

Dividends on new Shares.

LIII. Every Person who becomes entitled to any new Share of any Class shall in respect of the same be a Shareholder of the Company, and unless the Rate of Dividend thereon be before the Time of the Issue thereof otherwise resolved by the Company, be entitled to a Dividend with the other Holders of the ordinary Shares proportioned to the whole Amount from Time to Time paid on such new Shares.

Option of converting Shares into Two Shares.

LIV. The Directors, with the Sanction of a General Meeting, from Time to Time may give to the Holders of the Shares in the Capital of the Company, or to the Holders of the Shares of any particular

cular Class, the Option of having such Shares converted according to this Act into guaranteed and deferred Shares, and may fix the Period within which the Option may be exercised, and the yearly Rate of Dividends to be payable on the guaranteed Shares.

Notice of such Option to be given to Shareholders.

LV. Within Ten Days after the Directors so resolve on giving any such Option, they shall by Letter under the Hand of the Secretary, delivered to every Holder of the Shares in question, or sent by Post addressed to him according to his Address in the Shareholders Address Book, give Notice of any such Option, and of the Period within which it may be exercised, and of the yearly Rate of Dividends to be payable on the guaranteed Shares, and every such Notice given by Letter sent by Post shall be considered as given on the Day on which the Letter in due Course of Delivery ought to reach the Place to which it is addressed.

Shares as to which Option is exercised to be converted.

LVI. In every Case in which the Holder of any of the Shares in question gives, within the Period so fixed for exercising the Option, Notice in Writing to the Secretary of the Company of the Intention of such Shareholder to avail himself of the Option, and specifying the Number of his Shares which he desires to be converted into guaranteed and deferred Shares, every Share so specified shall be converted into One guaranteed Share and One deferred Share.

Directors may enlarge Time for accepting Option.

LVII. Provided always, That the Directors, if they so think fit, but not otherwise, may permit any such Shareholder, who from Absence abroad or other Cause satisfactory to the Directors omit to signify within the Period so fixed his Intention to avail himself of the Option, to avail himself of it notwithstanding such Period have elapsed.

Amount of Shares to be paid up.

LVIII. Provided always, That no Share shall be converted into Two Shares until at least the nominal Amount of the deferred Half Share be paid up thereon.

Conversion into "deferred Share" and "guaranteed Share."

LIX. Every Share to be so converted shall be converted into Two Shares, of the same nominal Amount or of different nominal Amounts, but the nominal Amount of the Two Shares to be equal to the nominal Amount of the entire Share so converted, and One of the Two Shares shall be deemed fully paid up, and shall be called "deferred Share," and the other of the Two Shares shall be deemed paid up to such Amount only (if any) as the Amount paid upon the entire Share exceeds the nominal Amount of the deferred Share, and shall be called "guaranteed Share;" and, except as is by this Act otherwise provided, the Two Shares shall be Shares in the Capital,

and

and shall confer on the Holders thereof like Rights and Privileges, and shall be subject to like Powers and Provisions as the other Shares in the Capital.

Such Shares to be registered, and Certificates issued.

LX. Forthwith after such Conversion of a Share the Two Shares into which it is converted shall be registered by the Directors, and each of the Two Shares shall bear the same Number as the Number of the entire Share so converted, and the Directors shall issue Certificates of the Two Shares accordingly, with such Variations from the Form of the Certificate of the entire Share as the Directors think proper for denoting the Conversion thereof and the respective Nature of the Two Shares, and the Directors shall make in the Register of the entire Shares so converted Entries of the Conversion thereof.

Certificates of entire Shares converted to be delivered up and cancelled.

LXI. Provided always, That the Directors shall not be bound to issue the Certificates of any such Share until the Certificate of the entire Share converted into the Two Shares be delivered up to them to be cancelled, or it be shown to their Satisfaction that the Certificate of the entire Share is destroyed or lost, and on any such Certificate being so delivered up the Directors shall cancel it.

Dividends on guaranteed and deferred Shares.

LXII. From and after such Conversion of a Share the Dividends which, if the Share were not so converted, would from Time to Time be payable thereon shall be applied in Payment of Dividends on the Two Shares into which it is converted, as follows; (to wit,) in the first place in or towards Payment half-yearly of a Dividend after the yearly Rate in that Behalf fixed by the Directors on the Amount from Time to Time paid up on the "guaranteed Share," and as to the Remainder, if any, in Payment of a Dividend half-yearly on the "deferred Share:" Provided always, that all Arrears, if any, from Time to Time of the Dividend so payable on the "guaranteed Share" shall be fully paid before any Dividend is paid on the "deferred Share."

Such Dividends not to exceed Dividend on entire Share.

LXIII. Provided always, That the Company shall not pay any other Amount of Dividend on the Two Shares into which any entire Share is converted than the Amount which, if the entire Share were not converted, and the Amount from Time to Time paid up on the guaranteed Share, in addition to the Amount paid up on the deferred Share, were paid up on such unconverted entire Share would from Time to Time be payable thereon in respect of the Amount from Time to Time paid up thereon.

Liability of such Shares to Preference.

LXIV. Provided always, That if the Company, in the Exercise of any Powers now or herein-after conferred on them, guarantee the Payment

Payment of Dividend or Interest upon any Share in preference to the Payment thereof on the ordinary Shares of the Company, the Share, whether guaranteed or deferred, into which any of the ordinary Shares of the Company are from Time to Time converted shall be liable equally with the ordinary Shares of the Company to such Preference.

Transfer of guaranteed Share.

LXV. Provided always, That no such guaranteed Share shall be transferable until at least One Pound be paid up thereon.

Capital not to be increased.

LXVI. Provided always, That, except by the Conversion of borrowed Money into Capital, the Company shall not by the Creation of new Shares under this Act increase the Amount of their Capital under this Act.

Votes and Qualification in respect of new Shares.

LXVII. No Shareholder shall have any Right of voting or any Qualification in respect of a Share of less nominal Amount than Twelve Pounds: Provided always, that in every Case in which a Shareholder has any Share of less nominal Amount than Twelve Pounds the aggregate nominal Amount of all his Shares shall be divided by Twelve, and for the Purposes of voting and Qualification he shall be deemed to have so many Shares of Twelve Pounds each as are equal in Number to the Quotient.

Power to borrow on Mortgage.

LXVIII. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Fifty thousand Pounds, but not until the whole of their Capital be subscribed for and One Half thereof be actually paid up.

Arrears may be enforced by Appointment of Receiver.

LXIX. The Mortgagees of the Company may enforce the Payment of the Principal and Interest Monies due to them respectively upon their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Fifteen thousand Pounds.

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

LXX. The Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum which by any Standing Order of either House of Parliament now or hereafter in force is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Application of Monies.

LXXI. All and every Part of the Money raised under this Act, whether by Shares or by borrowing, shall be applied only to Purposes by this Act authorized.

Railway to be maintained under Streets of Preston.

LXXII. The Railway, where it passes through the Borough of *Preston*, shall be maintained under the Streets and Roads of the Borough, and not over or on a Level with those Streets and Roads.

As to Width of Bridges in Preston.

LXXIII. Every Bridge for carrying any of those Streets or Roads across the Railway shall be so maintained as that the Width between the Parapet Walls of such Bridge shall be equal to the Width at the Time of the passing of the recited Act of that Street or Road together with the Footways at the Side of the same.

Railway not to narrow, &c. Streets in Preston.

LXXIV. The Railway in passing under any of those Streets or Roads shall not narrow, trench upon, or interfere with those Streets or Roads, or any of them, or the Footways at the Side of the same.

Screens 10 Feet high to be maintained on either Side of Bridges in Preston.

LXXV. The Company shall maintain as Part of every Bridge or Viaduct for carrying any of those Streets or Roads over the Railway a Screen not less than Ten Feet above the Surface of such Street or Road respectively on either Side of such Bridge or Viaduct, unless such Screens, or any of them, have already been or shall be dispensed with by a written Consent for that Purpose, signed by the Clerk to the Local Board of Health of the Borough of *Preston*, or to any other Body from Time to Time having the Management of the Streets in *Preston*.

As to Sewers in Preston.

LXXVI. Before the Company stop up, interfere with, alter, or divert any Sewer, Drain, Watercourse, or Pipe for the Conveyance of Water within the Borough of *Preston*, they shall make such other sufficient Sewer, Drain, Watercourse, or Pipe in lieu of that to be stopped up, interfered with, altered, or diverted as may be considered necessary or required by the Local Board of Health of the Borough of *Preston*, or other the Body from Time to Time having the Management of the Streets in *Preston*, or their Surveyor, and in all respects to the Satisfaction of such Local Board or Surveyor; and if he or they think that the Works of the Company will prevent or interfere with the present or future effectual Drainage of the Borough, or any Part thereof, or the Supply of Water, the Company shall make such Provision and execute such Works as shall be required by the Local Board or their Surveyor for insuring and maintaining the proper and effectual Drainage of the Borough or such Part thereof, and the Supply of Water.

Differences thereon to be determined by Justices.

LXXVII. Provided always, That if the Company and such Local Board differ as to the Necessity or Extent of such Requirements and Provision, then either Party may, within Three Days after Notice in Writing of such Difference, give Notice in Writing to the other of them,

them, requiring them to appear by a sufficient Agent at a Time specified in the Notice, but not less than Three Days or more than Ten Days after the Service of such Notice, before a Petty Sessions of Her Majesty's Justices of the Peace to be held in and for the Borough, then and there to show Cause touching such Requirements or Provision; and the Order or Orders thereon of any Two of such Justices so assembled shall be binding and conclusive between the Parties as to such Differences or Provision: Provided also, that the Justices may adjourn such Hearing from Time to Time as they think fit, and may proceed thereon in the Absence of such Agent, upon Proof of the Parties or Party whose Agent is so absent having had due Notice of the Time and Place of such Hearing.

Company to repair Damage to Supply of Water in Preston.

LXXVIII. If the Supply of Water at the passing of the recited Act enjoyed by any Lands or Houses within the Borough be drained off, diminished, tainted, or prejudicially interfered with by the Railway and Works by the recited Act authorized, all Persons interested in these Lands or Houses, as Owners, Lessees, or Occupiers respectively, shall be entitled to Compensation for the Injury sustained by them by the Loss, Diminution, or Deterioration of such Water; and such Injury shall be ascertained and such Compensation shall be estimated in the Manner prescribed by the "Lands Clauses Consolidation Act, 1845," for ascertaining and estimating the Injury to and Compensation for any Lands taken or interfered with by the Railway and Works.

As to Railway under St. Paul's Road in Preston.

LXXIX. Such Part of the Railway as passes under and across *Saint Paul's Road* in the Borough of *Preston* shall be maintained as it is now made, and so as not to narrow, trench upon, or interfere with that Street, or the Width or Level of the same; and the Level of the Railway and the Works connected therewith made and executed through and under that Street shall be maintained at their present Level, and so as to leave ample and sufficient Space for the necessary Sewerage for that Street, and for the Sewerage of the present and future Buildings in that Street.

As to Completion of St. Paul's Road in Preston.

LXXX. The Situation, Width, and Level of such Parts of that Street as are not yet made, and the Sewers so hereafter to be made in and through the same, shall be determined by the Town Clerk of the Borough of *Preston*, by Notice in Writing signed by him and delivered to the Company, their Clerk, or Secretary, and such Notice shall be so delivered within Fourteen Days after a Notice in Writing from the Company to the Town Clerk requiring the same; and that in default of the Town Clerk delivering his Determination in Writing as aforesaid within the Time aforesaid the Company shall be at liberty to proceed with such Works without such Notice from the Town Clerk; but

but shall complete the same as to such last-mentioned Bridge and Sewerage, so that the same shall not interfere with such intended Street or the Sewerage thereof as aforesaid; and in every Case of Difference as to the Sewerage through that Street, the same shall be determined by Two Justices of the Borough, in like Manner as is by this Act provided with respect to Differences as to any existing Sewer, Drain, Watercourse, or Pipe within the Borough.

As to Bridge over Lancaster Canal.

LXXXI. The Company shall for ever hereafter maintain in good and sufficient Repair and Condition the Bridge by which the Railway is carried over the *Lancaster* Canal in or near to the Town of *Preston*, or such other Bridge for that Purpose as the Company and the Committee of Management of the Company of Proprietors of the *Lancaster* Canal Navigation (in this Act called "the Canal Company") mutually agree on.

As to Waterway under Bridge.

LXXXII. The Company shall during the Progress of the necessary Repairs of that Bridge, or of the Erection of any future Bridge in lieu thereof, and from Time to Time and at all Times leave an open, uninterrupted navigable Waterway on the Canal of not less than Sixteen Feet in Width, and a Towing-path of not less than Five Feet in Width.

Penalty for interrupting Navigation of Canal.

LXXXIII. If by reason of the making of such Bridge, or by reason of the bad State of Repair of the Bridge, the Canal be so obstructed as that Boats, Barges, and other Vessels navigating or using the same be not able to pass along the same, then and in any such Case the Company shall pay to the Canal Company, as ascertained Damages, the Sum of Fifty Pounds for every Day during which such Obstruction or Interruption continues, and so in proportion for any less Time than One Day.

Recovery of Penalty.

LXXXIV. In default of Payment of any such Sum on Demand made upon the Treasurer, Secretary, or principal Clerk of the Company, any Two or more of Her Majesty's Justices of the Peace for the County of *Lancaster* shall, on Application made to them by any Person authorized for that Purpose by the Committee of Management of the Canal Company, by Warrant under their Hands and Seals, cause such Sum to be levied by Distress and Sale of any Goods and Chattels vested in the Company, and to be paid to the Canal Company, or to their Treasurer or Clerk, rendering the Overplus (if any) on Demand, after deducting the reasonable Charges of making such Distress and Sale and the Costs and Expenses of hearing and determining the Matter in dispute, to be settled by either of such Justices, to the Company, or the Canal Company may sue for and recover the same, with Costs of Suit against the Company in any Court of competent Jurisdiction.

LXXXV. If,

If Railway abandoned, Bridge to be at Disposal of Canal Company.

LXXXV. If, in consequence of the Railway being abandoned or given up by the Company, the Bridge shall not be used or employed by the Company for the Purposes of a Railway for the Space of Five consecutive Years, then and in such Case the Bridge shall revert to and be at the entire Disposal of the Canal Company; and the Company in such event shall, upon the Request of the Canal Company signified under their Common Seal, take down and remove the Bridge in such Manner as the Engineer of the Canal Company approves.

As to Purchase of Preston and Longridge Railway.

LXXXVI. And whereas by Section Forty-seven of the recited Act it was enacted, that either before or after the Completion of the Railway, the *Longridge* Company or other the Company for the Time being entitled to the *Preston and Longridge* Railway might, with the Authority of Three Fifths of the Shareholders thereof present either personally or by Proxy at some Extraordinary Meeting of the *Longridge* Company, demise, lease, sell, transfer, or otherwise dispose of to the Company, and the Company might, with the Authority of Three Fifths of the Shareholders thereof present, either personally or by Proxy, at some Extraordinary Meeting of the Company, take or purchase and enter into and accept a Demise or Lease, Sale, Transfer, or other Disposition of the *Preston and Longridge* Railway, or any Part thereof, and the Works and Conveniences of and connected with the same, or any Part thereof; and the same Companies, with the like respective Authority, might enter into, make, and carry out any Arrangement or Agreement for the Use of the same Railway, Works, and Conveniences, or any Part thereof, for the Conveyance of Goods and Passengers and otherwise, and might adapt the same Railway, Works, and Conveniences, or any Part thereof, to such Purposes by the Extension or widening of the same, or by the Construction and laying down of such enlarged or additional Rails, Bridges, Viaducts, Apparatus, and other Works and Conveniences as might be necessary for such Purposes, and might enter into, make, and carry out any Arrangement or Agreement for settling the Tolls and Sums to be payable in respect of the same; and the same Companies might enter into, make, and carry out any such Contracts for the Purposes aforesaid, and for constructing such Works and Conveniences, and for working, using, and regulating the said Railways, Works, and Conveniences, and for the Maintenance and Repair of the same, and otherwise in reference to the Matters aforesaid, as they might deem advisable; and every such Demise, Lease, Sale, Transfer, or Disposition might be for such Term, Rent, Price, or other Consideration, and on such Conditions and in such Manner, and every such Contract might contain such Covenants, Clauses, Provisoes, and Conditions, as those Companies might mutually agree on; provided always, that any such Sale of the *Preston and Longridge* Railway, and the Works and Conveniences of

and connected with the same, or any Part thereof, should be subject to the existing Liabilities affecting the same respectively: Therefore, notwithstanding the Repeal of the recited Act, that Section and the Powers and Provisions thereof shall for the Purposes of this Act continue and are hereby declared to be of full Force as if such Repeal had not happened, and accordingly this Act, or anything therein, shall not prejudicially affect that Section or any of the Powers or Provisions thereof.

Recited Agreement for Sale between Longridge Company and Company confirmed.

LXXXVII. The recited Agreement for Sale between the *Longridge* Company and the Company, of which a Copy is given in the Schedule to this Act annexed, shall be deemed an Agreement duly entered into under Section Forty-seven of the recited Act, and is by this Act confirmed, and shall be binding on those Two Companies, and may and shall be carried into effect according to the true Intent thereof: Provided always, that the Company shall not be entitled to demand and take for the User of the *Longridge* Railway more than the Rate of Tolls and Charges by this Act authorized.

Mortgage to have Preference according to that Agreement.

LXXXVIII. The Mortgage to be given by the Company to the *Longridge* Company according to that Agreement shall have such Preference as is provided for by that Agreement, and the *Longridge* Company accordingly may enforce the Payment of the Instalments and Interest due to them upon such Mortgage by all or any of the Means provided by that Agreement.

Mortgage to be Part of Money authorized to be borrowed under this Act.

LXXXIX. Provided always, That the Principal Money secured by that Mortgage shall be Part of the Sum of Fifty thousand Pounds which the Company are by this Act authorized to borrow on Mortgage, and the Mortgages from Time to Time granted by the Company for securing the Residue of that Sum of Fifty thousand Pounds, or any Part thereof, shall, according to the Terms of that Agreement, be subject to the Preference thereby agreed on for the Mortgage to be granted thereunder.

Power to re-borrow.

XC. Whenever the Company pay off any Part of the Principal Money secured to the *Longridge* Company by that Mortgage, the Company may re-borrow the Sum so paid off, and apply the same to the Purposes of this Act, and the Company, if they think fit, may grant, in respect of any Money so re-borrowed and the Interest thereon, Preference in Payment over any other Monies to be borrowed by them under this Act, but subject nevertheless to the Preference of the Mortgage to the *Longridge* Company.

Agreements for User of Blackburn,

XCI. And whereas by Section Forty-eight of the recited Act it was enacted, that either before or after the Completion of the Railway

way the Company, with the Authority of Three Fifths of the Shareholders thereof present, either personally or by Proxy, at some Extraordinary Meeting of the Company, and the *Blackburn, Clitheroe, and North-western Junction* Railway Company, or other the Company for the Time being entitled to the *Blackburn, Clitheroe, and North-western Junction* Railway, with the Authority of Three Fifths of the Shareholders thereof present, either personally or by Proxy at some Extraordinary Meeting of the same Company, might enter into, make, and carry out any Arrangement or Agreement for the joint Use by the Companies Parties to such Arrangement or Agreement of any Part of the *Blackburn, Clitheroe, and North-western Junction* Railway, and any Works and Conveniences of and connected with the same Railway, for the Conveyance of Goods and Passengers and otherwise, and might adapt the same Railway, Works, and Conveniences for such Purposes by the Construction and laying down of such enlarged or additional Works or Conveniences as might be necessary for such Purposes, and might enter into, make, and carry out any Arrangement or Agreement for settling the Tolls and Sums to be payable in respect of the same, and the same Companies might enter into, make, and carry out any such Contract for the Purposes aforesaid, and for enabling the *Blackburn, Clitherhoe, and North-western Junction* Railway to use the Railway and the Works and Conveniences thereof, and for constructing such respective Works and Conveniences, and for working, using, and regulating the said Railways, Works, and Conveniences, and for the Maintenance and Repair of the same, and otherwise in reference to the Matters aforesaid, as they might deem advisable; and every such Contract might contain such Covenants, Clauses, Provisoes, and Conditions as the same Companies might mutually agree upon: Therefore, notwithstanding the Repeal of the recited Act, that Section and the Powers and Provisions thereof shall continue of full Force, as if such Repeal had not happened, and this Act or anything therein shall not prejudicially affect that Section or any of the Powers or Provisions thereof.

Clitheroe and North-western Junction Railway.

XCII. And whereas by Section Forty-nine of the recited Act, it was enacted, that, unless and until the said Companies should have entered into an Agreement under the Provisions therein-before contained, it should be lawful for the Company and they were thereby authorized to use the Line of the *Blackburn, Clitheroe, and North-western Junction* Railway, and the *Blackburn, Clitheroe, and North-western Junction* Railway Company were thereby authorized to use the Line of the Railway, and each of those Companies might use all Stations, Sidings, Points, Crossings, Turn-tables, Water-cranes, and Water belonging to the other of those Companies, and should pay to the other of them, in addition to the Tolls authorized to be raised by the recited Act and by the Act incorporating the *Blackburn, Clitheroe, and*

User of Blackburn, Clitheroe, and North-western Junction Railway.

and North-western Junction Railway Company, or any Amendment thereof, such Sum or Sums of Money, by way of Compensation for the Water and for the Use of the Water-cranes or other Appurtenances, as might be agreed upon between those Companies, and in the event of any Dispute as to the Amount of any such Compensation, the same should be referred to the Arbitration of two indifferent Persons and an Umpire, in the same Manner and subject to the same Powers and Provisions as are by "The Lands Clauses Consolidation Act, 1845," provided with respect to disputed Compensation: Therefore, notwithstanding the Repeal of the first-recited Act, that Section, and the Powers and Provisions thereof, shall continue of full Force as if such Repeal had not happened, and this Act or anything therein shall not prejudicially affect that Section or any of the Powers or Provisions thereof.

Junctions with other Railways.

XCIII. All Works made or done after the passing of this Act, with respect to every Junction by the recited Act authorized of the Railway with any other Railway, shall be made or done under the Superintendence of the Engineer of the Company to whom such other Railway belongs, or some Person authorized by that Company for the Purpose, and at the Expense of the Company.

Lease or Sale to Preston and Wyre Railway, Harbour, and Dock Company.

XCIV. And whereas by Section Fifty-one of the recited Act it was enacted, that either before or after the Completion of the Railway the Company might, with the Authority of Three Fifths of the Shareholders thereof present either personally or by Proxy at some Extraordinary Meeting of the Company, demise, lease, sell, transfer, or otherwise dispose of, and the *Preston and Wyre* Railway, Harbour, and Dock Company might, with the Authority of Three Fifths of the Shareholders thereof present, either personally or by Proxy, at some Extraordinary Meeting of the same respective Company, take or purchase and enter into and accept a Demise or Lease, Sale, Transfer, or other Disposition of the Undertaking, and any other Railway Works and Conveniences which might have been taken or purchased by the Company or have been amalgamated with the Undertaking, and those Companies might enter into, make, and carry out any such Contracts for the Purposes aforesaid and otherwise in connexion therewith as they might deem advisable; and every such Demise, Lease, Sale, Transfer, or Disposition might be for such Term, Rent, Price, or other Consideration, and on such Conditions and in such Manner, and every such Contract might contain such Covenants, Clauses, Provisoes, and Conditions, as those Companies might mutually agree upon; provided always, that any such Sale of the Undertaking, and such other Railway or Railways, Works, and Conveniences, or any of them, should be subject to the existing Liabilities affecting the same respectively:

tively: Therefore, notwithstanding the Repeal of the first-recited Act, that Section and the Powers and Provisions thereof shall continue of full Force as if such Repeal had not happened, and this Act or anything therein shall not prejudicially affect the Requirements of that Section or any of the Powers or Provisions thereof.

Conveyances under recited Act.

XCV. And whereas by Section Fifty-two of the recited Act it was, with respect to the Sale under the Authority of that Act of the Undertaking or any other Railway, enacted, that the Conveyance of the Undertaking sold might be in the Form in the Schedule to that Act annexed, or to the like Effect, with such Alterations therein or Additions thereto as the Circumstances of the Case and the Terms of the Sale might render necessary, and such Conveyance should be under the Common Seals of the Company respectively selling and purchasing, and should, when so executed, be effectual to vest the Undertaking sold, and all the Rights, Privileges, Powers, and Authorities by any Act or Acts of Parliament given to the Company selling, and also the Railway sold, and all Works and Conveniences of and connected with the same, and the Ground and Soil thereof respectively, and all other the Lands, Tenements, and Hereditaments, Rights, Easements, and Appurtenances whatsoever, and all Books, Maps, Plans, and other Documents, and also, if so expressed, all the Personal Property, Monies, and Effects of or to which the Company selling might by virtue of any Act or Acts of Parliament, or by any other Means whatsoever, be at the Time of the Execution of such Conveyance seised, possessed, or entitled at Law or in Equity, absolutely in the Company purchasing, and the Undertaking sold should thenceforth become and form Part of the Undertaking of the Company purchasing, subject nevertheless and without Prejudice to any Mortgages, Charges, or Encumbrances which at the Time of the Execution of such Conveyance might be upon or affect the Company selling, or any of the Property of the same Company: Therefore, notwithstanding the Repeal of the recited Act, that Section and the Powers and Provisions thereof shall continne and are hereby declared to be of full Force as if such Repeal had not happened, and this Act or anything therein shall not prejudicially affect that Section or any of the Powers or Provisions thereof.

Notice of Conveyance.

XCVI. Notwithstanding such Repeal, Notice of the Execution of such Conveyance shall be inserted in the *London Gazette*, and also in Two or more Newspapers usually printed or circulated in the County Palatine of *Lancaster* and in the West Riding of the County of *York*.

Dissolution of Company selling.

XCVII. Notwithstanding such Repeal, and except only so far as may be necessary for the general Settlement of the Affairs of the Company

Company selling, and for the Distribution and Division of the Purchase Money among the Parties entitled thereto, and for the paying and satisfying of all such Debts, Liabilities, and Engagements of the Company selling as shall not be charged upon the Undertaking, or sufficiently adopted by the Company purchasing, when and as soon as any such Conveyance of the whole of the Undertaking of the Company selling shall have been executed by both of such Companies, the Powers of the Company selling shall cease, and such Company shall be dissolved and cease to exist; and all the Powers, Rights, and Privileges by any Act or Acts of Parliament conferred on or given to the Company selling shall apply to and be vested in the Company purchasing, and may lawfully be exercised and enjoyed by the same Company, or by the Directors thereof, or their Officers, Agents, or Servants, under the same Penalties, Provisions, and Restrictions as are applicable to or imposed upon the Company selling, and the Corporate Seal of the Company purchasing may be used when necessary in reference thereto, in like Manner in every respect as if the Undertaking sold had originally formed Part of the Undertaking of the Company purchasing, and the same Company, instead of the Company selling, had been originally authorized to carry the same into effect: Provided always, that, notwithstanding the Execution of any such Conveyance, the Company selling shall continue entitled to all such Powers as are requisite for giving full Effect to all the Terms and Conditions of such Conveyance, and of the Contract for the same, and otherwise relating thereto, and for the complete Fulfilment and Discharge of all their Obligations and Liabilities, and shall continue subject to all Debts, Liabilities, and Engagements as shall not be charged on the Undertaking or sufficiently adopted by the Company purchasing.

General Saving of Rights under Acts relating to Company selling.

XCVIII. Provided always, That, notwithstanding such Conveyance and the consequent Dissolution of the Company selling, and except only as by this Act otherwise expressly provided, everything before such Conveyance lawfully done and suffered respectively by the Company selling shall be as valid as if such Conveyance were not executed and such Dissolution had not happened, and such Conveyance and Dissolution and this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Conveyance were not executed and such Dissolution had not happened, and this Act were not passed, would be incident to or consequent on any and every thing so done and suffered respectively; and to all such Rights, Liabilities, Claims, and Demands, both present and future, as if such Conveyance were not executed and such Dissolution had not happened, and this Act were not passed, would be incident to and consequent on any and every thing so done

and

and suffered respectively: Provided always, that the Generality of the preceding Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

Powers of Company purchasing not to be affected.

XCIX. Provided always, That nothing in the recited Act or this Act shall take away, lessen, alter, or prejudice any Power, Right, or Privilege vested in the Company purchasing, but the same shall remain as valid and effectual as if the recited Act and this Act respectively had not passed.

On sale to Preston and Wyre Railway, Harbour, and Dock Company certain Parts only of 8 & 9 Vict. c. 16. to apply.

C. And whereas by Section Fifty-eight of the recited Act, after reciting that in the event of the Undertaking becoming the Property of the *Preston and Wyre* Railway, Harbour, and Dock Company, under the Provisions therein contained, it would be convenient that such Portions only of that Act as consisted of "The Companies Clauses Consolidation Act, 1845," should remain incorporated with that Act, it was therefore enacted, that if and when and so soon as the Undertaking should become vested in the *Preston and Wyre* Railway, Harbour, and Dock Company, the following only of the same Provisions should remain so incorporated and applicable to the Undertaking, and to the same Company with reference to the Undertaking; (that is to say,) the Clauses and Provisions with respect to the Settlement of Disputes by Arbitration, and with respect to the giving Notices and Tender of Amends, and with respect to the Provisions to be made for affording Access to that Act by all Parties interested: Therefore, notwithstanding the Repeal of the recited Act, that Section shall continue of full Force and unaffected by this Act.

As to Tolls on Longridge Railway.

CI. In respect of Traffic passing along the *Longridge* Railway, the Company, while the *Longridge* Railway is in their Possession under the Agreement with the *Longridge* Company by this Act confirmed, shall not demand or receive any greater Tolls than the following; (that is to say,)

Tolls for Goods.

With respect to the Tonnage of all Articles conveyed on the *Longridge* Railway, or any Part thereof, and included within the following Classes; to wit,

CLASS 1.

For all Coals, Compost, Dung, and all Sorts of Manure, and all undressed Materials for the Repair of Roads or Highways, for Pig Iron, Ironstone, and Iron Ore, not exceeding One Penny Halfpenny a Ton a Mile;

And if conveyed in Carriages belonging to the Company, an additional Sum not exceeding One Penny a Ton a Mile;

And if propelled by an Engine belonging to the Company, a further Sum not exceeding One Penny a Ton a Mile.

CLASS 2.

CLASS 2.

For Coke, Culm, Charcoal, and Cinders, Lime, and Limestone, and all Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils, or other Articles of Merchandise, not exceeding Twopence a Ton a Mile;

And if conveyed in Carriages belonging to the Company, an additional Sum not exceeding One Penny a Ton a Mile;

And if propelled by an Engine belonging to the Company, a further Sum not exceeding One Penny a Ton a Mile.

CLASS 3.

For all Sugar, Grain, Corn, Flour, Fish, Hides, Dye-wood, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, not exceeding Threepence a Ton a Mile;

And if conveyed in Carriages belonging to the Company, an additional Sum not exceeding One Penny a Ton a Mile;

And if propelled by an Engine belonging to the Company, a further Sum not exceeding One Penny a Ton a Mile.

CLASS 4.

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, not exceeding Fourpence a Ton a Mile:

And if conveyed in Carriages belonging to the Company, an additional Sum not exceeding One Penny a Ton a Mile:

And if propelled by an Engine belonging to the Company, a further Sum not exceeding One Penny a Ton a Mile.

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), not exceeding Threepence a Mile;

And if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum not exceeding One Penny Halfpenny a Mile;

And if propelled by an Engine belonging to the Company, a further Sum not exceeding One Penny Halfpenny a Mile;

And for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton which any such Carriage weighs, an additional Sum not exceeding One Penny Halfpenny a Mile;

And if conveyed on a Truck or Platform belonging to the Company, an additional Sum not exceeding One Penny a Mile for every additional

additional Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton;

And if propelled by an Engine belonging to the Company, a further Sum not exceeding One Penny a Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton.

Tolls for Animals.

With respect to Animals conveyed in Carriages upon the *Longridge* Railway, as follows:

CLASS 6.

For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage on the *Longridge* Railway, or any Part thereof, any Sum not exceeding Twopence a Mile;

And if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny a Mile;

And if propelled by an Engine belonging to the Company, an additional Sum not exceeding One Penny a Mile.

CLASS 7.

For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, any Sum not exceeding One Penny a Mile;

And if conveyed in any Carriage belonging to the Company, an additional Sum not exceeding Three Farthings a Mile;

And if propelled by an Engine belonging to the Company, an additional Sum not exceeding Three Farthings a Mile.

CLASS 8.

For every Calf or Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, any Sum not exceeding One Penny a Mile;

And if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny a Mile;

And if propelled by an Engine belonging to the Company, an additional Sum not exceeding One Halfpenny a Mile.

Tolls for Passengers.

With respect to Persons conveyed in Carriages upon the *Longridge* Railway, as follows:

For every Person conveyed in or upon any such Carriage, not exceeding Threepence a Mile;

And if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny a Mile;

And if propelled by an Engine belonging to the Company, an additional Sum not exceeding One Penny a Mile.

Regulations as to the Tolls.

CII. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles, Animals, or Persons conveyed on the *Longridge* Railway for a less Distance than Four Miles, the Company may demand

demand and take Tolls as for Four Miles, except with respect to Articles, Matters, and Things carried from the *Longridge* Railway to or along the Line of the *Fleetwood, Preston, and West Riding Junction* Railway, and *vice versâ* :

For a Fraction of a Ton the Company may demand and take Tolls according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so on in proportion for any smaller Quantity.

Tolls for small Parcels and Articles of great Weights.

CIII. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls by this Act prescribed, the Company may demand and take the Tolls following; (that is to say ,

For the Carriage of small Parcels on the *Longridge* Railway, as follows:

For every Parcel not exceeding Seven Pounds in Weight, Sixpence;

For every Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, One Shilling;

For every Parcel exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds in Weight, One Shilling and Sixpence;

For every Parcel exceeding Twenty-eight Pounds, and not exceeding Fifty-six Pounds in Weight, Two Shillings;

And for Parcels exceeding Fifty-six Pounds in Weight and not exceeding Five hundred Pounds in Weight the Company may demand and take any Sum which they think fit:

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 One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone or Rope, or other single Article, 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 One Shilling a Ton a Mile;

And if conveyed in or upon a Carriage belonging to the Company, an additional Sum not exceeding Fourpence a Ton a Mile;

And

And if propelled by an Engine belonging to the Company, a further Sum not exceeding Threepence a Ton a Mile:

For the Carriage of any Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber, Stone, or Rope, or other single Article, the Weight of which, with the Carriage, exceeds Eight Tons, the Company may demand and take any Sum they think fit.

Passengers Luggage.

CIV. Every Passenger travelling upon the *Longridge* Railway may take with him his ordinary Luggage, not exceeding One hundred and fifty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum Charges for Goods and Animals.

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

For everything in Class 1, not exceeding Threepence a Ton a Mile:

For everything in Class 2, not exceeding Threepence Halfpenny a Ton a Mile:

For everything in Class 3, not exceeding Fivepence a Ton a Mile:

For everything in Class 4, not exceeding Sixpence a Ton a Mile:

For every Carriage in Class 5, not weighing more than One Ton, not exceeding Sixpence a Mile; and if weighing more than One Ton, not exceeding Threepence Halfpenny a Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton:

For everything in Class 6, not exceeding Fourpence a Mile:

For everything in Class 7, not exceeding Threepence a Mile:

For everything in Class 8, not exceeding Twopence a Mile.

Maximum Charges for Passengers.

CVI. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers upon the *Longridge* Railway, including the Tolls for the User of the *Longridge* Railway and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in a First-class Carriage, the Sum of Threepence a Mile:

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence Halfpenny a Mile:

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

CVII. In

As to Tolls on Fleetwood, &c. Railway.

CVII. In consideration of the great Expense and Outlay incurred in the Construction of the Line of Railway passing through the Tunnel in the Town of *Preston*, and extending from the *Preston and Wyre* Railway to the *Longridge* Railway, the Company may demand and take in respect of the Articles, Minerals, Goods, Passengers, Animals, and other Traffic passing over the same, or any Part thereof, and in respect of such Passage, the like Tolls and Charges as if such Articles, Minerals, Goods, Passengers, Animals, and other Traffic had passed over Four Miles of the *Longridge* Railway whilst in the Possession of the Company.

Restriction as to Charges not to apply to Special Trains.

CVIII. The Restriction with respect to the Charges to be made for Passengers shall not extend to any Special or Extra Train required to be run upon the *Longridge* Railway, but applies only to the Ordinary and Express Trains from Time to Time appointed by the Company for the Conveyance of Passengers and Goods upon the *Longridge* Railway.

Company may take increased Charges by Agreement.

CIX. Nothing in this Act shall prevent the Company from taking any increased Charges over and above the Charges by this Act limited for the Conveyance of Goods of any Description by Agreement with the Owners or Persons in charge of such Goods, either by reason of any special Service performed by the Company in relation thereto, or with respect to the Conveyance of any Goods other than small Parcels by Passenger Trains, or with respect to the Conveyance of small Parcels by Express Trains.

Saving Rights of Corporation Commissioners and Railway and Canal Companies.

CX. This Act or anything therein shall not, except as is by this Act expressly provided, take away, lessen, alter, or affect any of the Estates, Rights, Interests, Powers, Privileges, or Authorities of the Corporation of *Preston*, the said Local Board, or of the *Preston and Longridge* Railway Company, or of the *Blackburn, Clitheroe, and North-western Junction* Railway Company, or of the *Preston and Wyre* Railway, Harbour, and Dock Company, or of the Company of Proprietors of the *Lancaster* Canal Navigation.

Railway not exempt from Provisions of present and future General Acts.

CXI. This Act or anything therein shall not exempt the Railway from the Provisions of any General Act relating to the recited Act or this Act, or of any General Act relating to Railways, or to 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 by this Act authorized.

CXII. All

CXII. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Company. Expenses of Act.

The SCHEDULE to which the foregoing Act refers.

THIS Agreement, made the Fourteenth Day of March in the Year of our Lord One thousand eight hundred and fifty-six, between the Preston and Longridge Railway Company, herein-after called the Longridge Company, of the one Part, and the Fleetwood, Preston, and West Riding Junction Railway Company, herein-after called the Fleetwood Company, of the other Part, witnesseth, that the Longridge Company agree to sell, and the Fleetwood Company agree to purchase, for Forty-eight thousand Pounds, all the Undertaking, Railway, Lands, Buildings, Rolling Stock, Goods, Chattels, Property, Credits, and Effects whatsoever of the Longridge Company, save only the Monies applicable to the Payment of Dividends for the present Half Year, and to accrue by the working of the said Longridge Railway, up to the Thirty-first Day of August next, subject to all the Debts and Liabilities of the Longridge Company on the Thirty-first Day of August next, except only ordinary Expenses incurred by the Longridge Company in working the said Railway, or any Expenses incurred by them under Article Twenty-one.

2. The Forty-eight thousand Pounds shall be paid as to Six thousand Pounds, Part thereof, on the Thirty-first Day of August One thousand eight hundred and fifty-six, and as to Forty-two thousand Pounds, Residue thereof, by Seven equal biennial Instalments of Six thousand Pounds each on the Thirty-first Day of August in each of the Years One thousand eight hundred and fifty-eight, One thousand eight hundred and sixty, One thousand eight hundred and sixty-two, One thousand eight hundred and sixty-four, One thousand eight hundred and sixty-six, One thousand eight hundred and sixty-eight, and One thousand eight hundred and seventy.

3. Interest after the Rate of Five Pounds per Cent. per Annum, to run from the Thirty-first Day of August One thousand eight hundred and fifty-six, shall be paid by the Fleetwood Company on the Forty-two thousand Pounds, or on so much thereof as from Time to Time remains unpaid, such Interest to be paid half-yearly on every Twenty-eighth Day of February and Thirty-first Day of August, the First Payment thereof to be made on the Twenty-eighth Day of February One thousand eight hundred and fifty-seven.

4. The Payment of the Forty-two thousand Pounds and Interest shall be secured by a preferential Mortgage of the Undertaking of the Fleetwood Company, including the Undertaking now of the Longridge Company and all Lands and Hereditaments used or occupied therewith, and all future Calls on the Shareholders of the Fleetwood Company, and the Tolls and Sums of Money arising by virtue of the Acts relating to the Fleetwood Company, including the Acts now relating to the Longridge Company, and which, when

the Sale and Purchase are authorized by Parliament, may apply to the Fleetwood Company, and all the Estate, Right, Title, and Interest of the Fleetwood Company in the same.

5. The Longridge Company shall, in addition to all other legal Remedies, have the Power of enforcing Payment of the Instalments and Interest by the Appointment of a Receiver, and of applying for the Appointment of a Receiver whenever any Instalment or Interest or any Part thereof respectively is in arrear.

6. The Longridge Company shall, in addition to all other legal Remedies, have Power, in the event of any Instalment or Interest being unpaid for Twenty-one Days after Notice in Writing to the Fleetwood Company demanding Payment thereof (such Notice to be given at any Time after such Instalment or Interest falls due), to enter upon the Railway, Lands, Buildings, and Works of the Fleetwood Company, including the Railway now of the Longridge Company, and also to seize and take possession of all the Engines, Carriages, Office Furniture, Books, Materials, Chattels, and Effects then belonging to the said Fleetwood Company, and to repair, renew, and work the same, as Mortgagees in possession, until full Payment of the Instalment and Interest so in arrear, and of every other Instalment, if any, and all other Interest falling due during such working, and of all incidental Expenses; nevertheless, restoring Possession thereof to the Fleetwood Company on such Payment being made, and so from Time to Time on every such Default of Payment.

7. During every such working by the Longridge Company they shall have and exercise all such Powers and perform such Obligations with respect to the same Railways, Lands, Buildings, and Works which may arise during such working as if they were the Owners thereof.

8. The Longridge Company shall keep full and precise Accounts of their Receipts, Credits, Payments, and Debits with respect to such working, and shall duly account for the same with the Fleetwood Company, and shall afford to the Fleetwood Company during such working all such Inspection of Way and Works and of Accounts as they reasonably require.

9. Whenever the Longridge Company intend to exercise such Power of working, the Fleetwood Company will, on Demand in Writing, from Time to Time deliver to them sufficient additional Rolling Stock and Stores for enabling the Longridge Company to carry on such working advantageously; such Rolling Stock and Stores, or their Equivalent, to be restored to the Fleetwood Company on Possession being restored to them under Article Six.

10. The Longridge Company shall, in the event of any such Instalment or Interest or any Part thereof being unpaid and in arrear for the Space of Twenty-one Days next after the respective Days or Times whereon the same ought to have been paid, also have Power of Distress and Sale of all the Chattels of the Fleetwood Company, wheresoever the same may be found, for recovering Payment of the Instalments and Interest, and the Costs of and incident to such Distress.

11. The Fleetwood Company shall not make any Dividend amongst their Shareholders during the Time that any Instalment or Interest or any Part thereof respectively is in arrear; but all the Monies which would otherwise be applicable to such Dividend shall be paid in or towards Satisfaction of such Arrears.

12. In the event of any Instalment not being paid at the Time hereinbefore appointed, the Fleetwood Company will, at the Request of the Longridge Company,

Company, make and enforce such Calls upon their Shareholders as shall be necessary to raise the Money necessary for the Payment of the Instalments and Interest then due, and shall apply the same accordingly.

13. But the Mortgage to the Longridge Company shall not have any Preference over any Mortgage of that Company now in force, or over any Mortgage which the Fleetwood Company from Time to Time grant by way of Renewal thereof.

14. The Fleetwood Company shall have the Option of paying off all or any Part of the Forty-two thousand Pounds at any Time or Times earlier than the biennial Days appointed for Payment of the Instalments of Six thousand Pounds each, on giving to the Longridge Company in every Case at least Three Calendar Months previous Notice in Writing of the Intention to make such earlier Payment; but, notwithstanding any such earlier Payment, and except only so far as the Forty-two thousand Pounds is thereby paid off or reduced, the biennial Instalments of Six thousand Pounds each shall be payable and paid in full on the appointed Days.

15. Full and peaceable Possession of the Preston and Longridge Railway and Premises shall be delivered by the Longridge Company to the Fleetwood Company on the Thirty-first Day of August One thousand eight hundred and fifty-six, upon Payment of the said Sum of Six thousand Pounds.

16. The Longridge Company shall so deliver Possession of the Premises in as good Order and Condition as the same are now in, reasonable Wear and Tear only excepted.

17. The Longridge Company shall, within Twenty-one Days after the Date hereof, deliver to the Fleetwood Company a Statement in Writing, signed by the Chairman of the Longridge Company in testimony of its Accuracy, of the purchased Premises, and of all the Credits, Debts, and Liabilities of the Longridge Company.

18. There being Eighteen Shares in the Longridge Company not allotted, and the Dividends upon which have been carried to Account of the Company, it is understood that the Fleetwood Company shall be entitled to the said Eighteen Shares when, but not until, the whole of the said Purchase Money and Interest shall be paid; the Dividends accruing upon the said Shares in the meantime shall belong to the Longridge Company, but upon full Payment of the Purchase Money and Interest the Sum of Twenty Pounds per Share (or Three hundred and sixty Pounds), being the due Proportion of the Principal of such Purchase Money, shall be returned or allowed to the Fleetwood Company.

19. The Fleetwood Company shall, at their own Expense endeavour to obtain, by the Act of Parliament for which they are applying during the present Session, the Sanction of Parliament to this Agreement, and all Clauses requisite and proper to carry it into effect, and the Longridge Company shall assent thereto.

20. If such Application be not successful in the present Session of Parliament, this Agreement shall be void and of no Effect.

21. But the Longridge Company may, at their own Expense, oppose all or any other Parts of the now pending Bill of the Fleetwood Company.

22. The Fleetwood Company shall henceforth, until the Completion of the Purchase, or otherwise until this Agreement shall become void and of no Effect, keep open and in good Repair their Railway, and allow the Longridge Company to pass over it, with any Engines and Carriages, on Payment of the Tolls heretofore demanded and taken by the Fleetwood Company, and

specified

specified in the Table of Tolls exhibited by the Fleetwood Company near to the Western Extremity of their said Railway.

23. In the event of the Non-completion of the said Purchase, the Longridge Company shall be at liberty to continue the Proceedings lately had and taken by them against the Fleetwood Company in the Court of Queen's Bench, as if this Agreement had never been made.

24. The Fleetwood Company shall pay all the Costs and Expenses of and incident to the carrying into effect of this Agreement. In witness whereof, the said respective Companies have hereunto set their Common Seals the Day and Year first herein-before written.

At an Extraordinary Meeting of the Preston and Longridge Railway Company, held by Adjournment at the Town Hall within Preston in the County of Lancaster this Fourteenth Day of March One thousand eight hundred and fifty-six, this Agreement being produced and considered, is approved of by the Meeting; and it is resolved, that the Directors be requested and authorized to affix the Common Seal of the Company thereto, Three Fifths at least of the Shareholders present, either personally or by Proxy, agreeing.

CHAS. SWAINSON,
Chairman.

L. S.

The Common Seal of the Preston and Longridge Railway Company affixed by Order of the Directors this Fourteenth Day of March One thousand eight hundred and fifty-six.

JAMES DAWSON,
Secretary.

At an Extraordinary Meeting of the Fleetwood, Preston, and West Riding Junction Railway Company, held by Adjournment at the Town Hall, within Preston in the County of Lancaster this Fourteenth Day of March One thousand eight hundred and fifty six, this Agreement being produced and considered, is approved of by the Meeting; and it is resolved, that the Directors be requested and authorized to affix the Common Seal of the Company thereto, Three Fifths at least of the Shareholders present, either personally or by Proxy, agreeing.

THOMAS BATTY ADDISON,
Chairman.

L. S.

The Common Seal of the Fleetwood, Preston, and West Riding Junction Railway Company affixed by Order of the Directors, this Fourteenth Day of March One thousand eight hundred and fifty-six.

WILLIAM JOSEPH DOYLE,
Secretary.

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